CHAVES COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
July 25, 2024 – 9:00 a.m.
Chaves County Administrative Center – Joseph R. Skeen Building
Commission Chambers – #1 St. Mary's Place

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DETERMINATION OF QUORUM

APPROVAL OF AGENDA

APPROVAL OF MINUTES

PRESENTATION - MYLES CULBERTSON-CONVENTION OF STATES

AGENDA ITEMS

A. AGREEMENT AND RESOLUTIONS

1. Agreement A-23-045 Requesting Ratification of Approval for Agreement between Chaves County and New Mexico Department of Finance & Administration for Amendment No. 1 Appropriation 23-ZH5053-9.

2. Agreement A-24-032 Requesting Ratification of Approval for Agreement between Chaves County and Aging & Long-Term Services Department for Appropriation A23H2068-8 in the amount of $99,464.55.

3. Agreement A-24-033 Requesting Ratification of Approval for Agreement between Chaves County and New Mexico Department of Finance & Administration for Appropriation 24-I2872 in the amount of $225,000.00.

4. Agreement A-24-034 Requesting Ratification of Approval for Agreement between Chaves County and New Mexico Department of Finance & Administration for Appropriation 24-I2871 in the amount of $590,000.00.

5. Agreement A-24-035 Requesting Ratification of Approval for Agreement between Chaves County and New Mexico Department of Finance & Administration for Appropriation 24-I3024 in the amount of $300,000.00.

6. Agreement A-24-036 Requesting Ratification of Approval for Agreement between Chaves County and New Mexico Department of Finance & Administration for Appropriation 24-I2873 in the amount of $270,000.00.

7. Agreement A-24-037 Requesting Ratification of Approval for Agreement between Chaves County and New Mexico Department of Finance & Administration for Appropriation 24-I4050 in the amount of $1,963,002.90.

8. Agreement A-24-038 between Chaves County and Roswell-Chaves County Economic Development Corporation for Professional Industrial/Economic Development Services.

9. Agreement A-24-039 between Chaves County and Roswell Chamber of Commerce for Business Retention Services.

10. Agreement A-24-040 Lease for 1600 S.E. Main Suites F and B.

11. Agreement A-24-044 Lease for 1010 S. Garden.

12. Resolution R-24-025 Polling place Change for the 2024 General Election and 2025 Regular Local Election.

13. Resolution R-24-027 Fixed Asset Inventory

14. Resolution R-24-028 and Agreement A-24-041 Accepting 2024/2025 NMDOT LGRF County Arterial Program.

15. Resolution R-24-029 and Agreement A-24-042 Accepting 2024/2025 NMDOT LGRF Cooperative Program.

16. Resolution R-24-030 and Agreement A-24-043 Accepting 2024/2025 NMDOT LGRF School Bus Program.

17. Resolution R-24-031 Approval of 2024 Final Quarter Financial Report.

18. Resolution R-24-032 Budget Adjustment FY 2024

19. Resolution R-24-033 Approval of FY 2024-2025 Final Budget

20. Resolution R-24-035 Accepting Cooperative Agreement between Chaves County Flood Control and USDA, NRCS.

21. Resolution R-24-036 Opposing the Expansion of the Muleshoe NWR.

B. RFP's

22. RFP-25-01 Award Recommendation for RFP-24-01 Inmate Medical Services to Roadrunner Health Services, Inc.

C. OTHER BUSINESS

23. Request for Out-of-State Travel
24. Waive Road Cut Fee for Berrendo Cooperative Water Users Association, Inc.
25. Permission to Publish for Updates to Ordinance #8 Chaves County Personnel Policy.
26. Request for Out-of-State Travel – 2024 National School Safety Conference
27. Ratification for Out-of-State Travel – NASRO School Safety Conference
28. Request to Enter into an Agreement with the City of Roswell to Pool Opioid Funds with Chaves County.

APPROVAL OF CHECKS

APPROVAL OF REPORTS

UNSCHEDULED COMMUNICATIONS ARE LIMITED TO THREE MINUTES PER VISITOR AND NOT TO EXCEED 15 MINUTES NO FORMAL ACTION IS TAKEN BY THE COMMISSION

- **COUNTY MANAGER'S COMMUNICATIONS**
- **COMMISSIONER'S COMMUNICATIONS**
- **SIGNATURE OF DOCUMENTS**
- **ADJOURNMENT**

If you have a disability and need a reader, qualified sign language interpreter, or any auxiliary aid or service to attend or participate in the hearing meeting, please contact the County Commissioner's office at 575-624-6600. This should be done at least one week before the meeting. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the County Commissioner's office if a summary or other accessible format is needed.

AGENDA ITEM: 1

Requesting Ratification of Approval for:
Agreement A-23-045 between Chaves County and New Mexico Department of Finance & Administration for Amendment No. 1 Appropriation 23-ZH5053-9.

MEETING DATE: July 25, 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Adriana Zapata, Community Development Division.

ACTION REQUESTED: Ratification of Approval of Amendment No 1. Appropriation 23-ZH5053-9

ITEM SUMMARY:

Amendment No. 1 extends the revert date of this Grant Agreement 23-ZH5053-9 for the Cultural Plaza project for two more years, new reversion date is June 30, 2026.

Staff recommends approval.

SUPPORT DOCUMENTS: Subrecipient Agreement Amendment No.1

SUMMARY BY: Adriana Zapata

TITLE: Community Development Project Specialist

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STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMININSTATION
LOCAL GOVERNMENT DIVISION
2023 REGIONAL RECREATION CENTERS/QUALITY OF LIFE GRANT
SUBRECIPIENT AGREEMENTAMENDMENT NO. 1

SUBRECIPIENT AGREEMENT BETWEEN THE DEPARTMENT OF FINANCE AND ADMINISTRATION AND CHAVES COUNTY

Subrecipient Agreement No. **23-ZH5053-9**
Project Title: **Chaves County Cultural Plaza**

THIS AMENDMENT, hereinafter referred to as the "Amendment," is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Suite 202, Bataan Memorial Building, Samta Fe, New Mexico 87501, hereinafter referred to as the "Division" and the CHAVES COUNTY, hereinafter referred to as the ("Subrecipient"). This Amendment shall be effective as of July 1, 2024.

RECITALS

WHEREAS, on April 7, 2023, the Governor of New Mexico, Michelle Lujan Grisham signed into law the allocation of $40,000,000 for the Regional Recreation Centers/Quality of Life grants statewide; and

WHEREAS, the Grantee and the Division entered into a grant agreement, effective 12/6/2023, in the amount of $201,345.00 for Chaves County Cultural Plaza; and

WHEREAS, on March 6, 2024, the Governor of New Mexico, Michelle Lujan Grisham signed into law to change the period of time for expending the state fiscal recovery fund award appropriation from June 30, 2024 to align with the State Fiscal Recovery Fund; and

WHEREAS, the Grantee and the Division desire to memorialize through this Amendment the terms and conditions upon which the new reversion date is officially changed to June 30, 2026.

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IN WITNESS WHEREOF, the parties do hereby execute this Amendment.

THIS AMENDMENT has been approved by:

SUBRECIPIENT:

Jeff Bilberry
Chief/Elected Official/Authorized Signatory

6/17/24
Date

Jeff Bilberry, County Commission Chair
Print Name/Title

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

DocuSigned by:
Jeannette Gallegos
020E740B750A4C1...
Jeannette Gallegos Acting LGD Director

6/18/2024
Date

AGENDA ITEM: 2

Requesting Ratification of Approval for: Agreement A-24-032 between Chaves County and Aging & Long-Term Services Department for Appropriation A23H2068-8 in the amount of $99,464.55.

MEETING DATE: **July 25, 2024**

STAFF SUMMARY

ACTION REQUESTED BY: Adriana Zapata, Community Development Division

ACTION REQUESTED: Ratification of Approval of Agreement A-24-032

ITEM SUMMARY:

This is a Statewide Emergency Funding Grant Agreement for the purpose to provide a code compliant fire alarm system to the Roswell Joy Senior Center in the amount of $99,464.55

Staff recommends approval.

SUPPORT DOCUMENTS: **Agreement A-24-032**

SUMMARY BY: Adriana Zapata

TITLE: Community Development Project Specialist

State of New Mexico
Aging and Long-Term Services Department
Statewide Emergency Funding
Intergovernmental Grant Agreement

APPROPRIATION RECIPIENT:

Grantee: Chaves County, Jeff Bilberry, Chairman Chaves County Commission
Title: Roswell JOY Center
Address: PO Box 1772, Roswell, NM 88202 Telephone: 575-760-3384

APPROPRIATION NUMBER:	APPROPRIATION AMOUNT:	APPROP TERM DATE:
A23H2068-8	**$ 99,464.55**	**June 30th, 2026**

APPROPRIATION LANGUAGE

Laws of 2023, Chapter 199, Section 4, Paragraph 65 – for emergency requests to plan, design, renovate, improve, equip and furnish senior centers, including delivery and installation of building systems and purchase and installation of meals equipment, and to purchase and equip vehicles for senior centers statewide. (Any grant funds unexpended by June 30, 2026, will be terminated and re-issued back to the appropriation for other statewide needs)

SCOPE OF EMERGENCY

Pursuant to the Appropriation Language above, $99,464.55 is awarded to Chaves County for the purpose of – provide a code compliant fire alarm system to the Roswell JOY Senior Center in Roswell New Mexico.

CERTIFICATION

I hereby certify that Chaves County

1. Will only use the appropriation funds for permissible purposes as described in appropriation language.
2. Will comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project (if applicable).
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Will follow the procedure described in "Appropriation Reimbursement" for reimbursement of appropriated funds.

APPROPRIATION REIMBURSMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Agency Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Agency will review these documents to ensure all reimbursed expenses reflect the intent and purposed of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment for FY26 (July 1, 2025 – June 30, 2026) is June 30th, 2026. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

Jeff Bilberry — Jeff Bilberry — 6/20/2024
Grantee Chief Elected Official Signature / Printed Name — Date

AUTHORITY

State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law. I hereby approve this certification for appropriation number

Agency Designee signature — 06/27/2024
Date

AGENDA ITEM: 3

Requesting Ratification of Approval for: Agreement A-24-033 between Chaves County and New Mexico Department of Finance & Administration for Appropriation 24-I2872 in the amount of $225,000.00.

MEETING DATE: July 25, 2024

STAFF SUMMARY

ACTION REQUESTED BY: Adriana Zapata, Community Development Division

ACTION REQUESTED: Ratification of Approval of Agreement A-24-033.

ITEM SUMMARY:

This is a Capital Outlay Grant Agreement for Appropriation 24-I2872 in the amount of $225,000.00 for the Pecos Valley Regional Communications Center project.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-24-033

SUMMARY BY: Adriana Zapata

TITLE: Community Development Project Specialist

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STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CHAVES COUNTY**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2024, Chapter 66, Section 28, Paragraph 230, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I2872 $225,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 28, Paragraph 230, Two Hundred Twenty-five Thousand ($225,000.00), from the General Fund 93100 to plan, design, construct, renovate and equip office space for the Pecos Valley regional communications center in Roswell in Chaves county;

The Grantee's total reimbursements shall not exceed Two Hundred Twenty-five Thousand $225,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Two Thousand Two Hundred Fifty $2,250.00, which equals Two Hundred Twenty-two Thousand Seven Hundred Fifty $222,750.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CHAVES COUNTY
Name: Jeff Bilberry
Title: Chairman, Chaves County Commission
Address: PO Box 1817, Roswell, NM 88202-1817
Email: jeff.bilberry@chavescounty.gov
Telephone: 575-760-3384

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CHAVES COUNTY
Name: Adriana Zapata
Title: Community Development Project Specialist
Address: PO BOX 1597, Roswell, NM 88202-1597
Email: Adriana.zapata@chavescounty.gov
Telephone: 575-624-6689

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Nicole Silva
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Nicole.Silva@dfa.nm.gov
Telephone: 505-470-7041

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2028** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. **Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. **Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. **Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. **Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS: PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CHAVES COUNTY** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CHAVES COUNTY**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CHAVES COUNTY** or the

Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the CHAVES COUNTY or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CHAVES COUNTY may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CHAVES COUNTY only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
   1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
   2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
   3. timely submit all required financial reports to its budgetary oversight agency (if any); and
   4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
   1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
   4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Chaves County Government
Entity Name

Jeff Bilberry
Signature of Official with Authority to Bind Grantee

By: Jeff Bilberry
(Print Name)

Its: Chairman, Chaves County Commission
(Title)

6/25/2024
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

DocuSigned by:
Jeannette Gallegos
020E740B753A4C1...
By:

Its: Cabinet Secretary or Designee

6/26/2024
Date

DocuSign Envelope ID: 4B12FE38-3D14-4C46-9200-8BBA5C7225E6

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. Final Request for Payment (*if Applicable*)

III. Fiscal Year: _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____
Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

_____
Grantee Representative

_____
Printed Name

_____
Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____
Division Fiscal Officer **Date**

_____
Division Project Manager **Date**

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NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

AGENDA ITEM: 4

Requesting Ratification of Approval for: Agreement A-24-034 between Chaves County and New Mexico Department of Finance & Administration for Appropriation 24-I2871 in the amount of $590,000.00.

MEETING DATE: **July 25, 2025**

STAFF SUMMARY

ACTION REQUESTED BY: Adriana Zapata, Community Development Division

ACTION REQUESTED: Ratification of Approval of Agreement A-24-034.

ITEM SUMMARY:

This is a Capital Outlay Grant Agreement for Appropriation 24-I2871 in the amount of $590,000.00 for the County Cooperative Extension Building Renovations.

Staff recommends approval.

SUPPORT DOCUMENTS: **Agreement A-24-034**

SUMMARY BY: Adriana Zapata

TITLE: Community Development Project Specialist

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STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CHAVES COUNTY**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 229**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I2871 $590,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 28, Paragraph 229, Five Hundred Ninety Thousand ($590,000.00), from the General Fund 93100 to plan, design, construct, renovate and equip the county cooperative extension service building and campus, including accessibility improvements, in Roswell in Chaves county;

The Grantee's total reimbursements shall not exceed Five Hundred Ninety Thousand $590,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Five Thousand Nine Hundred $5,900.00, which equals Five Hundred Eighty-four Thousand One Hundred $584,100.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CHAVES COUNTY
Name: Jeff Bilberry
Title: Chairman, Chaves County Commission
Address: PO Box 1817, Roswell, NM 88202-1817
Email: jeff.bilberry@chavescounty.gov
Telephone: 575-760-3384

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CHAVES COUNTY
Name: Adriana Zapata
Title: Commuity Development Project Specialist
Address: PO BOX 1597, Roswell, NM 88202-1597
Email: Adriana.zapata@chavescounty.gov
Telephone: 575-624-6689

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Nicole Silva
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Nicole.Silva@dfa.nm.gov
Telephone: 505-470-7041

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. **Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. **Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. **Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. **Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

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iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

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protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS: PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CHAVES COUNTY** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CHAVES COUNTY**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CHAVES COUNTY** or the

Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CHAVES COUNTY** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CHAVES COUNTY may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CHAVES COUNTY only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
   1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
   2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
   3. timely submit all required financial reports to its budgetary oversight agency (if any); and
   4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
   1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
   4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Chaves County Government
Entity Name

Jeff Bilberry
Signature of Official with Authority to Bind Grantee

By: Jeff Bilberry
(Print Name)

Its: Chairman, Chaves County Commission
(Title)

6/25/2025
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

DocuSigned by:
Jeannette Gallegos
020E740B753A4C1...
By:

Its: Cabinet Secretary or Designee

6/26/2024
Date

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STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. Final Request for Payment (*if Applicable*)

III. Fiscal Year: _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (*if applicable*)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer **Date**

Division Project Manager **Date**

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NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

AGENDA ITEM: 5

Requesting Ratification of Approval for: Agreement A-24-035 between Chaves County and New Mexico Department of Finance & Administration for Appropriation 24-I3024 in the amount of $300,000.00.

MEETING DATE: July 25, 2025

STAFF SUMMARY

ACTION REQUESTED BY: Adriana Zapata, Community Development Division

ACTION REQUESTED: Ratification of Approval of Agreement A-24-035.

ITEM SUMMARY:

This Grant Agreement is for to purchase and equip fully accessible vans for the Southeast New Mexico Veterans Transportation Network in the amount of $300,000.00.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-24-035

SUMMARY BY: Adriana Zapata

TITLE: Community Development Project Specialist

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STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CHAVES COUNTY**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 382,** the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I3024 $300,000.00 APPROPRIATION REVERSION DATE: June 30, 2026

Laws of 2024, Chapter 66, Section 28, Paragraph 382, Three Hundred Thousand ($300,000.00), from the General Fund 93100 to purchase and equip fully accessible vans for the southeast New Mexico veterans transportation network in Chaves, Lea and Eddy counties;

The Grantee's total reimbursements shall not exceed Three Hundred Thousand $300,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero $0.00, which equals Three Hundred Thousand $300,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CHAVES COUNTY
Name: Jeff Bilberry
Title: Chairman, Chaves County Commission
Address: PO Box 1817, Roswell, NM 88202-1817
Email: jeff.bilberry@chavescounty.gov
Telephone: 575-760-3384

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CHAVES COUNTY
Name: Adriana Zapata
Title: Commuity Development Project Specialist
Address: PO BOX 1597, Roswell, NM 88202-1597
Email: Adriana.zapata@chavescounty.gov
Telephone: 575-624-6689

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Nicole Silva
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Nicole.Silva@dfa.nm.gov
Telephone: 505-470-7041

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2026 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. **Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. **Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. **Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. **Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CHAVES COUNTY** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CHAVES COUNTY**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CHAVES COUNTY** or the

Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the CHAVES COUNTY or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CHAVES COUNTY may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CHAVES COUNTY only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
   1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
   2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
   3. timely submit all required financial reports to its budgetary oversight agency (if any); and
   4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
   1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
   4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Chaves County Government
Entity Name

Jeff Bilberry
Signature of Official with Authority to Bind Grantee

By: Jeff Bilberry
(Print Name)

Its: Chairman, Chaves County Commission
(Title)

6/25/2024
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

DocuSigned by:
Jeannette Gallegos
020E740B753A4C1...
By:

Its: Cabinet Secretary or Designee

6/26/2024
Date

DocuSign Envelope ID: 4B12FE38-3D14-4C46-9200-8BBA5C7225E6

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

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STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: _____
C. AIPP Amount *(If Applicable)*: _____
D. Funds Requested to Date: _____
E. Amount Requested this Payment: _____
F. Reversion Amount (*If Applicable*): _____
G. Grant Balance: _____
H. Final Request for Payment (*If Applicable*)

III. Fiscal Year: _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (*if applicable*)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

AGENDA ITEM: 6

Requesting Ratification of Approval for: Agreement A-24-036 between Chaves County and New Mexico Department of Finance & Administration for Appropriation 24-I2873 in the amount of $270,000.00.

MEETING DATE: **July 25, 2024**

STAFF SUMMARY

ACTION REQUESTED BY: Adriana Zapata, Community Development Division

ACTION REQUESTED: Ratification of Approval of Agreement A-24-036

ITEM SUMMARY:

This is a Capital Outlay Grant Agreement for Appropriation 24-I2873 in the amount of $270,000.00 for St. Mary's Complex Parking Lot Renovations.

Staff recommends approval.

SUPPORT DOCUMENTS: **Agreement A-24-036**

SUMMARY BY: Adriana Zapata

TITLE: Community Development Project Specialist

DocuSign Envelope ID: 4B12FE38-3D14-4C46-9200-8BBA5C7225E6

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CHAVES COUNTY**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 231**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I2873 **$270,000.00** **APPROPRIATION REVERSION DATE: June 30, 2028**

Laws of 2024, Chapter 66, Section 28, Paragraph 231, Two Hundred Seventy Thousand ($270,000.00), from the General Fund 93100 to plan, design, construct, repair and renovate parking facilities at Saint Mary's complex in Roswell in Chaves county;

The Grantee's total reimbursements shall not exceed Two Hundred Seventy Thousand $270,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero $0.00, which equals Two Hundred Seventy Thousand $270,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CHAVES COUNTY
Name: Jeff Bilberry
Title: Chairman, Chaves County Commission
Address: PO Box 1817, Roswell, NM 88202-1817
Email: jeff.bilberry@chavescounty.gov
Telephone: 575-760-3384

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CHAVES COUNTY
Name: Adriana Zapata
Title: Commuity Development Project Specialist
Address: PO BOX 1597, Roswell, NM 88202-1597
Email: Adriana.zapata@chavescounty.gov
Telephone: 575-624-6689

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Nicole Silva
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Nicole.Silva@dfa.nm.gov
Telephone: 505-470-7041

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2028** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. **Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. **Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. **Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. **Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS: PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CHAVES COUNTY** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CHAVES COUNTY**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CHAVES COUNTY** or the

Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CHAVES COUNTY** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CHAVES COUNTY may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CHAVES COUNTY only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
   1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
   2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
   3. timely submit all required financial reports to its budgetary oversight agency (if any); and
   4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
   1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
   4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Chaves County Government

Entity Name

Jeff Bilberry

Signature of Official with Authority to Bind Grantee

By: Jeff Bilberry

(Print Name)

Its: Chairman, Chaves County Commission

(Title)

6/25/2024

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

DocuSigned by:
Jeannette Gallegos
020E740B753A4C1...

By:

Its: Cabinet Secretary or Designee

6/26/2024

Date

DocuSign Envelope ID: 4B12FE38-3D14-4C46-9200-8BBA5C7225E6

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. Final Request for Payment (*If Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____
Grantee Fiscal Officer
or Fiscal Agent (*if applicable*)

_____
Grantee Representative

_____
Printed Name

_____
Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____
Division Fiscal Officer **Date**

_____
Division Project Manager **Date**

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NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

AGENDA ITEM: 7

Requesting Ratification of Approval for: Agreement A-24-037 between Chaves County and New Mexico Department of Finance & Administration for Appropriation 24-I4050 in the amount of $1,963,022.90.

MEETING DATE: **July 25, 2025**

STAFF SUMMARY

ACTION REQUESTED BY: Adriana Zapata, Community Development Division

ACTION REQUESTED: Ratification of Approval of Agreement A-24-037.

ITEM SUMMARY:

This Grant Agreement is a Reauthorization for an extension of 2 years, new revert date is June 30, 2026, for the Industrial Site Utility and Infrastructure Improvement project.

Staff recommends approval.

SUPPORT DOCUMENTS: **Agreement A-24-037**

SUMMARY BY: Adriana Zapata

TITLE: Community Development Project Specialist

DocuSign Envelope ID: 4B12FE38-3D14-4C46-9200-8BBA5C7225E6

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CHAVES COUNTY**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2024, Chapter 65, Section 52, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I4050 $1,963,022.90 APPROPRIATION REVERSION DATE: June 30, 2026

Laws of 2024, Chapter 65, Section 52, One Million Nine Hundred Sixty Three Thousand Twenty Two Dollars And Ninety Cents ($1,963,022.90), from the General Fund 93100 The time of expenditure for the local government division project in Subsection 150 of Section 35 of Chapter 81 of Laws 2020 to plan, design, construct, renovate, purchase, install and expand utilities and infrastructure, including water towers, power poles, utility lines, roads, sidewalks and pavement, at the Roswell industrial air center in Chaves county is extended through fiscal year 2026.

The Grantee's total reimbursements shall not exceed One Million Nine Hundred Sixty Three Thousand Twenty Two Dollars And Ninety Cents $1,963,022.90 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars And Zero Cents $0.00, which equals One Million Nine Hundred Sixty Three Thousand Twenty Two Dollars And Nine Cents $1,963,022.90 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CHAVES COUNTY
Name: Jeff Bilberry
Title: Chairman, Chaves County Commission
Address: PO Box 1817, Roswell, NM 88202-1817
Email: jeff.bilberry@chavescounty.gov
Telephone: 575-760-3384

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CHAVES COUNTY
Name: Adriana Zapata
Title: Commuity Development Project Specialist
Address: PO BOX 1597, Roswell, NM 88202-1597
Email: Adriana.zapata@chavescounty.gov
Telephone: 575-624-6689

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Nicole Silva
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Nicole.Silva@dfa.nm.gov
Telephone: 505-470-7041

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CHAVES COUNTY** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CHAVES COUNTY**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CHAVES COUNTY** or the

Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the CHAVES COUNTY or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement: .

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CHAVES COUNTY may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CHAVES COUNTY only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
   1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
   2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
   3. timely submit all required financial reports to its budgetary oversight agency (if any); and
   4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
   1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
   4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Chaves County Government
Entity Name

Jeff Bilberry
Signature of Official with Authority to Bind Grantee

By: Jeff Bilberry
(Print Name)

Its: Chairman, Chaves County Commission
(Title)

6/25/2024
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

DocuSigned by:
Jeannette Gallegos
020E740B753A4C1...
By:

Its: Cabinet Secretary or Designee

6/26/2024
Date

DocuSign Envelope ID: 4B12FE38-3D14-4C46-9200-8BBA5C7225E6

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: _____
C. AIPP Amount *(If Applicable)*: _____
D. Funds Requested to Date: _____
E. Amount Requested this Payment: _____
F. Reversion Amount (*If Applicable*): _____
G. Grant Balance: _____
H. Final Request for Payment (*if Applicable*)

III. Fiscal Year: _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____
Grantee Fiscal Officer
or Fiscal Agent (*if applicable*)

_____
Grantee Representative

_____
Printed Name

_____
Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____
Division Fiscal Officer **Date**

_____
Division Project Manager **Date**

DocuSign Envelope ID: 4B12FE38-3D14-4C46-9200-8BBA5C7225E6

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Item # 8

Agreement A-24-038 – between Chaves County and Roswell-Chaves County Economic Development Corporation for Professional Industrial/Economic Development Services

Meeting Date: 07/25/2024

STAFF SUMMARY

REQUESTED BY: Emma Dominguez, HR Director

ACTION REQUIRED: Approve Agreement A-24-038

SUMMARY:

The Commission awarded Two-Hundred Thousand Dollars ($200,000.00) for the initial term of this Agreement for economic development, as outlined in Exhibit A, Scope of Work. Agreement A-24-038 is the contract agreement for these services. Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-24-038
Exhibit A

Submitted by: Emma Dominguez
Title: HR Director

AGREEMENT A-24-038
BETWEEN CHAVES COUNTY AND
ROSWELL-CHAVES COUNTY ECONOMIC DEVELOPMENT CORPORATION
FOR PROFESSIONAL INDUSTRIAL/ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT is made and entered into this 25th day of July, 2024, by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of Commissioners, hereinafter referred to as "County" and the Roswell-Chaves County Economic Development Corporation, hereinafter referred to as "EDC."

WHEREAS, the County has contracted with EDC to provide professional industrial/economic development services for the past several years, and

WHEREAS, EDC is the only entity in the County that can provide these services, and as such, is considered a sole provider, and

WHEREAS, the County desires to continue to utilize the services provided by EDC.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein the parties hereto agree as follows:

1. SCOPE OF WORK. EDC shall provide the County and other local public bodies within Chaves County with industrial/economic development services. The scope of work to be performed by EDC is attached hereto as Exhibit A and incorporated into this Agreement.

2. TERM OF THE AGREEMENT. The term of the Agreement shall be for a period of one (1) year beginning July 1, 2024 and running through June 30, 2025. The Agreement may be renewed by the Parties for additional one (1) year terms, not to exceed a total of four (4) years. The County will evaluate EDC's performance every six (6) months, and funding may be revised based on the evaluation.

3. TERMINATION. Notwithstanding the term, either Party may terminate the Agreement, with or without cause, upon sixty (60) days' written notice.

4. COMPENSATION.

   A. The County shall allocate funds each fiscal year to be used solely for economic development purposes. EDC shall submit a funding request to the County by April 1st of each year. The request will include a detailed plan for marketing and recruitment for the upcoming year. In addition, EDC shall submit its annual budget, its most recent audit, and a detailed report explaining how the County's funds were expended. The County shall notify EDC by June 1st of each year, the amount allocated. The amount funded is

subject to change each year and may be revised at the six (6) month review of performance.

B. The County has allocated Two-Hundred Thousand Dollars ($200,000.00) for the initial term of this Agreement for economic development, as outlined in Exhibit A, Scope of Work. EDC shall invoice the County on equal monthly installments. The County agrees to pay within ten (10) days of receipt of the invoice. All invoices should be sent to the attention of Chaves County Finance Department, PO Box 1597, Roswell, NM 88202-1597.

C. The Chaves County Finance Committee will evaluate the performance of EDC every six (6) months. The Committee will make a finding as to whether EDC is in compliance with the terms of the Agreement. If the County Commission determines EDC is not in compliance, then EDC will receive no further payments until such time as the Commission deems EDC is in compliance.

5. GOVERNANCE. EDC agrees that the County will appoint a County Commissioner to serve as ex-officio, non-voting member of the EDC Board of Directors and its Executive Committee. If EDC desires to modify its by-laws, or change it organizational structure, EDC will forward the proposed changes to the County for comment prior to any final decision. If EDC has a vacancy in the President position, the County shall have a representative on the search committee.

6. COOPERATION WITH OTHER ENTITIES. EDC agrees that it will work closely, and cooperate with, the Roswell Chamber of Commerce and the Roswell Hispano Chamber of Commerce. EDC will not duplicate programs or initiatives which the Roswell Chamber of Commerce and/or the Roswell Hispano Chamber of Commerce are engaged in, including, but not limited to, tourism and retiree recruitment. Failure to cooperate and/or avoid duplication shall be deemed a serious matter by the County and may jeopardize continued funding or may result in reduced funding levels by the County to EDC.

7. REPORTING. Chamber shall make quarterly reports to the entire Board of County Commissioners during a County Commission meeting. In addition, EDC will forward to the County Manager all meeting notices, minutes, and agendas for EDC Board meetings.

8. MODIFICATION. This Agreement shall not be modified except in writing by amendment executed by both parties.

9. CONTRACTOR STATUS. EDC and its employees and agents are independent contractors performing certain services for the County and are not employees of the County. EDC, its employees and agents will not receive leave, retirement,

insurance, bonding, use of County vehicles, equipment or any other benefits afforded to employees of the County as a result of this Agreement.

10. SUBCONTRACTING. This Agreement is based upon the skill and reliability of EDC. EDC may not subcontract any portion of the services to be performed under this Agreement without prior written approval of the County.

11. ASSIGNMENT. EDC will not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without approval of the County.

12. CONFIDENTIALITY. Any information given to or developed by EDC in the performance of this Agreement will be kept confidential and will not be made available to any individual, organization, or other entity unless and until EDC advises the County that confidentiality is not necessary or has otherwise been made public to third parties.

13. INSURANCE. EDC shall provide and maintain in full force and effect throughout the term of this Agreement, at no expense to the County, the following insurance policies:

    a. A comprehensive general liability policy in the amount of One Million Dollars ($1,000,000) with no limiting modifications.

    b. Worker's Compensation insurance in the statutorily required amount.

14. INDEMNIFICATION AND HOLD HARMLESS. EDC agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its Commissioners, officials and employees from actions, claims, damages, disabilities or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct of the Chamber's employees or agents in the performance of this Agreement by EDC hereunder.

15. NOTICES. Communication and notices required by this Agreement, shall be effective if mailed or delivered to the following address:

COUNTY MANAGER	PRESIDENT, ROSWELL-CHAVES COUNTY
CHAVES COUNTY	ECONOMIC DEVELOPMENT CORPORATION
#1 St. Mary's Place	PO Box 849
Roswell, NM 88203	Roswell, NM 88202-0849

The Parties hereto have each caused this Agreement to be executed as of the date first written above.

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
Jeff Bilberry, Chairman

ATTEST:

_____
Cindy Fuller, County Clerk

ROSWELL-CHAVES COUNTY ECONOMIC DEVELOPMENT CORPORATION

By: _____
President

EXHIBIT A TO AGREEMENT A-24-038
SCOPE OF WORK

1. Business Retention and Expansion:
    - Improve the ongoing business relationship with existing industrial and commercial companies located within Chaves County.
    - Identify potential value-added supportive business which will add to or support the projected growth of existing businesses.
    - Develop and improve communication with State and Federal agencies that provide training and lending programs.

2. Recruitment:
    - Pursue new business development opportunities to be located within Chaves County.
    - Work with the New Mexico Economic Development Partnership in responding to specific recruitment opportunities.
    - Research non-traditional economic development opportunities which have the potential of creating long-term meaningful jobs.

3. Marketing:
    - Market the vast number of business related advantages which exist in Chaves County: air service, water, great quality of life, higher education systems, outstanding medical community, housing, industrial land sites, workforce, workforce training programs, numerous non-profit volunteer opportunities, open spaces/park program, low taxes, low cost of living, four-lane highway system, diverse culture, agriculture – over a billion-dollar economic impact, and a diverse industrial base, etc.
    - Continually evaluate and improve electronic marketing programs.
    - Maintain a complete list of local clients and members; provide electronic based information such as: training, funding, taxes, environmental, marketing, etc. which may be of interest to our commercial businesses in Chaves County or businesses who may locate in Chaves County.
    - Attend trade shows.
    - Direct market via mail and/or electronically to site consultants throughout the world.

4. Develop Resources and Assets.
    - Continue to be an active participant with the New Mexico Economic Development Partnership.
    - Partner with Eastern New Mexico University-Roswell, Small Business Development Center, and Southeastern New Mexico Economic Development District.
    - Assist in the development of the county workforce and in the recruitment or training of skilled workers.

Item # 9

Agreement A-24-039 – between Chaves County and Roswell Chamber of Commerce for Business Retention Services

Meeting Date: 07/25/2024

STAFF SUMMARY

REQUESTED BY: Emma Dominguez, HR Director

ACTION REQUIRED: Approve Agreement A-24-039

SUMMARY:

The Commission awarded Twenty-Five Thousand Dollars ($25,000.00) for the initial term of this Agreement for economic development, as outlined in Exhibit A, Scope of Work. Agreement A-24-039 is the contract agreement for these services. Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-24-039
Exhibit A

Submitted by: Emma Dominguez
Title: HR Director

AGREEMENT A-24-039
BETWEEN CHAVES COUNTY AND
ROSWELL CHAMBER OF COMMERCE
FOR BUSINESS RETENTION SERVICES

THIS AGREEMENT is made and entered into this 25th day of July, 2024, by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of Commissioners, hereinafter referred to as "County" and the Roswell Chamber of Commerce, hereinafter referred to as "Chamber."

WHEREAS, the Chamber is willing to provide business retention and non-industrial economic development services to the County, and

WHEREAS, the Chamber is the only entity in the County that can provide these services, and as such, is considered a sole provider, and

WHEREAS, the County desires to utilize the services of the Chamber.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein the parties hereto agree as follows:

1. SCOPE OF WORK. Chamber shall provide County and the other local public bodies within Chaves County economic development services. A more detailed description of the scope of work to be performed is attached hereto as Exhibit A and incorporated into this Agreement. The County will evaluate Chamber's performance every six (6) months.

2. TERM OF THE AGREEMENT. The term of the Agreement shall be for a period of one (1) year beginning July 1, 2024 and running through June 30, 2025. The Agreement may be renewed by the Parties for additional one (1) year terms, not to exceed a total of four (4) years. The renewal of this Agreement shall not be effective unless memorialized in writing signed by the Parties to this Agreement.

3. TERMINATION. Notwithstanding the term, either Party may terminate the Agreement, with or without cause, upon thirty (30) days' written notice.

4. COMPENSATION.

   A. The County shall allocate funds each fiscal year to be used solely for economic development purposes. Chamber shall submit a funding request to the County by April 1st of each year. The request will include a detailed plan for economic development for the upcoming year. In addition, Chamber shall submit its annual budget, its most recent audit, and a detailed report explaining how the County's funds were expended. The County shall notify Chamber by June 1st of each year, the amount allocated. The amount funded is subject to change each year.

B. The County has allocated Twenty-Five Thousand Dollars ($25,000.00) for the initial term of this Agreement for economic development, as outlined in Exhibit A, Scope of Work. Chamber shall invoice the County monthly. The County agrees to pay within ten (10) days of receipt of the invoice. All invoices should be sent to the attention of Chaves County Finance Department, PO Box 1597, Roswell, NM 88202-1597.

C. The Chaves County Finance Committee will evaluate the performance of Chamber every six (6) months. The Committee will make a finding as to whether Chamber is in compliance with the terms of the Agreement. If the Committee determines Chamber is not in compliance, then Chamber will receive no further payments until such time as the Committee deems Chamber is in compliance.

5. GOVERNANCE. Chamber agrees that the County will appoint a County Commissioner to serve as ex-officio, non-voting member of the Chamber Board of Directors. If the Chamber has a vacancy in the Executive Director position, the County shall have a representative on the search committee.

6. COOPERATION WITH OTHER ENTITIES. Chamber agrees that it will work closely, and cooperate with, the Roswell-Chaves County Economic Development Corporation (EDC) and the Roswell Hispano Chamber of Commerce. Chamber will not duplicate programs, events, or initiatives in which the EDC or the Roswell Hispano Chamber of Commerce are engaged.

7. REPORTING. Chamber shall make bi-annual reports to the entire Board of County Commissioners during a County Commission meeting. In addition, Chamber will forward to the County Manager all meeting notices, minutes, and agendas for Chamber Board meetings.

8. MODIFICATION. This Agreement shall not be modified except in writing by amendment executed by both parties.

9. CONTRACTOR STATUS. Chamber and its employees and agents are independent contractors performing certain services for the County and are not employees of the County. Chamber, its employees and agents will not receive leave, retirement, insurance, bonding, use of County vehicles, equipment or any other benefits afforded to employees of the County as a result of this Agreement.

10. SUBCONTRACTING. This Agreement is based upon the skill and reliability of Chamber. Chamber may not subcontract any portion of the services to be performed under this Agreement without prior written approval of the County.

11. ASSIGNMENT. Chamber will not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without approval of the County.

12. CONFIDENTIALITY. Any information given to or developed by Chamber in the performance of this Agreement will be kept confidential and will not be made available to any individual, organization, or other entity by Chamber without prior written approval of the County.

13. INSURANCE. Chamber shall maintain in full force and effect throughout the term of this Agreement, at no expense to the County, the following insurance policies:

    a. A comprehensive general liability policy in the amount of One Million Dollars ($1,000,000) with no limiting modifications.

    b. Worker's Compensation insurance in the statutorily required amount.

14. INDEMNIFICATION AND HOLD HARMLESS. Chamber agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its Commissioners, officials and employees from actions, claims, damages, disabilities or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct of the Chamber's employees or agents in the performance of this Agreement by Chamber hereunder.

15. NOTICES. Communication and notices required by this Agreement, shall be effective if mailed or delivered to the following address:

COUNTY MANAGER	EXECUTIVE DIRECTOR
CHAVES COUNTY	ROSWELL CHAMBER OF COMMERCE
#1 St. Mary's Place	131 W. Second St.
Roswell, NM 88203	Roswell, NM 88201

The Parties hereto have each caused this Agreement to be executed as of the date first written above.

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
Jeff Bilberry, Chairman

ATTEST:

_____
Cindy Fuller, County Clerk

ROSWELL CHAMBER OF COMMERCE

By: _____
President

EXHIBIT A TO AGREEMENT A-24-039
SCOPE OF WORK

1. Recruitment of Retirees:

   The Chamber shall develop and implement a plan to attract retirees to our community. This will include targeting certain categories of retirees through the use of social media. The Chamber will send out information packets to retirees upon request. In addition, the Chamber will participate in events directed towards retirees and individuals close to retirement. The goal being to attract retirees to relocate to our community.

2. Tourism:

   Chamber will promote tourism in Chaves County. The Chamber will coordinate with Mainstreet Roswell, the UFO Festival, Hispano Chamber, Eastern New Mexico State Fair Board, Hike It and Spike It Committee, Rise Over Roswell (balloon rally) and will promote their activities and events.

3. International Law Enforcement Academy (ILEA):

   A. The Chamber shall participate in ILEA welcoming receptions. The Chamber will work to provide the students with a favorable impression of the United States and Chaves County.

   B. The Chamber will lead a team of local leaders who, in conjunction with local leaders from Artesia and Eddy County, will travel to Washington, DC to lobby for ILEA and the Federal Law Enforcement Training Center (FLETC). The goal of this lobbying effort will be to keep ILEA in Chaves County, FLETC in Artesia and to lobby on other issues affecting Chaves County.

4. Leadership Roswell.

   The Chamber shall continue to provide a professional leadership course with the emphasis on the community. The program will focus on developing future community leaders.

5. Opportunities for Businesses:

   The Chamber shall provide opportunities for businesses in Roswell and the valley communities to network and communicate in an effort to keep businesses profitable and remain viable. This includes programs such as Rise with Roswell, educational seminars for businesses and business development programs.

AGENDA ITEM: 10

Agreement A-24-040 Lease for
1600 S.E Main Suites F and B

MEETING DATE: July 25, 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Emma Dominguez, HR Director

ACTION REQUESTED: Approve Agreement

ITEM SUMMARY:

This lease is between Chaves County and Dr. Donald Wenner, III for lease of the property located at 1600 SE Main Street.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-24-040

SUMMARY BY: Emma Dominguez

TITLE: HR Director

AGREEMENT A-24-040
BETWEEN CHAVES COUNTY AND DR. DONALD WENNER, III
FOR LEASE OF MEDICAL OFFICE BUILDING

THIS AGREEMENT is made and entered into this 25th day of July, 2024, by and between the County of Chaves, a political subdivision of the State of New Mexico, hereinafter referred to as "Lessor" and Dr. Donald Wenner, III, hereinafter referred to as "Lessee."

WHEREAS, Lessor is the owner of certain property located in Roswell, New Mexico, known as the Pecos Valley Medical Complex, which is located at 1600 SE Main Street, Roswell, New Mexico, in which are located certain office suites and spaces; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor the office space constituting a portion of the building, identified as Suites F and B, which has been occupied by Donald Wenner III, M.D. and Associates (the “Premises”), upon the terms and conditions set forth herein.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and agreements set forth herein, the parties do hereby agree as follows:

1. LEASE. Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor the Premises.

2. TERM. The primary term of this Lease is for one year beginning July 1, 2024 and ending June 30, 2025, with parties having the option to renew as provided herein. Either party may terminate this Lease, upon thirty (30) days written notice to the other party.

3. OPTION TO RENEW. The parties may renew this Lease Agreement for four (4) additional one (1) year periods, upon the same terms as provided herein.

4. RENT. The lease amount shall be paid in monthly installments of Three Thousand, Two Hundred Dollars ($3,200.00) each, which sum shall be paid on the first day of each month during the primary term of this Lease. Lessee may prepay any installment or installments of rent at any time provided, however, that such prepayment shall not be in excess of nine (9) months annual rental without the prior written consent of Lessor. All rentals required by the terms of this Lease shall be paid in lawful money of the United States or by check or draft of the Lessee, redeemable in lawful money of the United States, and shall be paid to **Chaves County Treasurer, PO Box 1172, Roswell, NM 88202-1772** (check shall reference property), or at such other address as Lessor may from time to time furnish Lessee for this purpose.

5. USE OF PREMISES. Lessee covenants and agrees that it will use and occupy the Premises only as a medical office or for related medical or medical support activities, and for no other purpose without having first obtained the written consent of the

Lessor. In the event Lessee fails to utilize and occupy the Premises as a medial office or for activities reasonably related thereto without having first obtained the written consent of Lessor, Lessor shall have the option to terminate this Lease, and to re-enter the Premises as hereinafter set forth. Notwithstanding anything contained herein to the contrary, in no event shall the Lessee use the Premises in any way which will increase the risks covered by insurance on the Premises and result in a cancellation of any insurance required to be obtained by this Agreement, even if such a use would otherwise be in furtherance of Lessee's business purposes. Lessee, at its expense, shall conform with and comply with all applicable regulations, ordinances and laws relating to the use and occupancy of the Premises.

6. WASTE, NUISANCE OR UNLAWFUL ACTIVITY. Lessee shall not allow waste or nuisance on the Premises or use or allow the Premises to be used for any unlawful activity. Lessee shall see that all persons coming on to the Premises shall use the Premises in an orderly courteous, and safe manner, with due regard of the rights of others who may be using the Premises.

7. UTILITIES. Lessee shall pay for the following utilities serving the Premises during the term of this Lease: electricity, gas, internet, and telephone service. All payments shall be made by the Lessee directly to the utility company furnishing such service, so that neither the Lessor nor the Premises shall be or become liable for any such rate, rentals, or charges.

8. REPAIRS AND MAINTENANCE. During the term of this Lease and all renewals thereof, Lessee shall make, at its own expense, all repairs needed to maintain the Premises in good condition and repair, including such repairs, alterations and maintenance as may be necessary to impede normal wear and tear, or as may be necessary in order that the Premises, including the improvement or fixtures thereon, shall conform to the lawful requirements, laws, ordinances, directions of proper public authorities, and the requirements of all policies of insurance in force relating to the Premises, except those repairs and maintenance which are the responsibility of Lessor. Lessee shall indemnify, defend and save lessor free and harmless from any claim, penalty, or damage or charge imposed for the violation of such laws, ordinances, rules and regulations, whether occasioned by the neglect of Lessee, or any agent or person in the employ of Lessee, or any person contracting with Lessee.

Lessor will be responsible for outside of the building, roof, glass, lawn, cooling, and heating systems, electrical, plumbing, grounds, landscaping, parking lot, external doors, outdoor security lighting, sprinkler system, and any damages which are caused by Lessor's failure to maintain the items for which it is responsible.

9. LIABILITY OF LESSEE. Lessee agrees to defend, indemnify and save Lessor harmless against any and all loss, damage, claim or expense, including costs and attorney's fees, arising out of the use of the Premises by Lessee, its agents, employees, invitees or trespassers, or out of any accident or other occurrence arising out of the use of the Premises, causing injury to any person whomsoever, or property whatsoever, due

directly or indirectly to the use of the Premises or any part thereof by Lessee, its agents, employees, customers, patrons or other persons using the leased Premises.

Lessor shall not be liable to Lessee or any person for any damage or injury arising out of the use of the Premises by Lessee to any person or property occasioned by Lessee's use. Lessee agrees and covenants to defend, indemnify and save harmless Lessor from all such liability and expense in connection with Lessee's use of the Premises, including all costs and attorney's fees.

10. LESSOR'S ACCESS TO THE PREMISES. Lessor, its agents or employees, shall have the right to enter the Premises during normal business hours to inspect said Premises. Notwithstanding anything contained herein, Lessor shall have no duty whatsoever to make any inspection, and lessor shall not be held liable for any failure to discover, observe, or remedy any defects on or about the Premises. In addition, Lessor shall have the right to enter the Premises during normal business hours during the last ninety (90) days of the term of this Lease or any renewal or extension thereof, for the purpose of exhibiting the Premises to prospective Lessees. Lessor shall inspect the Premises with Lessee at the beginning of this Lease.

11. ALTERATIONS OR ADDITIONS. Provided Lessee is not in default under the terms of this Lease, Lessee may, at its own expense, alter and/or modify the Premises, including the internal structures, installations and improvements located upon the Premises, as Lessee shall so elect. The construction and/or alteration of the Premises shall be done in a good and workmanlike manner and in conformity with all applicable laws, ordinance, restrictions, and regulations. Notwithstanding anything contained herein to the contrary, Lessee may, without Lessor’s prior approval, make only those changes to the improvements which do not constitute a material change in the structure and which do not impair the quality, lessen the utility, or decrease the value of the Premises. All plans for such material changes must first be submitted to and receive the approval of Lessor. Lessor agrees to respond promptly to each request for approval. At the termination of the Lease, all alterations and modifications shall become the property of the Lessor.

12. MECHANIC'S AND MATERIALMEN'S LIENS. No liens of any mechanic, materialman, laborer, architect, artisan, contractor, subcontractor, or any other lien of any kind whatsoever, shall be created against or imposed upon the Premises, or any part thereof.

13. INSURANCE. At all times during the term of this Lease, and any renewal or extension thereof, Lessee will, at its sole cost and expense, and as additional rent hereunder procure and maintain, with insurers authorized to do business in the State of New Mexico and which are of generally recognized responsibility and acceptable to Lessor the following insurance coverages:

A. A policy of public liability insurance covering bodily injury and property damage liability. Said public liability insurance shall be provided by one of the following methods:

(1) Lessee shall secure an endorsement to its own comprehensive general liability insurance policy, including Lessor as a named insured therein, insofar as such policy covers the Premises, which policy shall provide not less than $1,000,000 combined single limit bodily injury/property damage coverage.

(2) Lessee shall secure an owner's landlord's and tenant's protective liability policy, or other appropriate type of policy covering the Premises and Lessor and Lessee, with the same limits and coverage as set out in Paragraph 13A, above.

B. All insurance required by this section shall be effected under valid and enforceable policies, upon the commencement of the term hereof, and Lessee shall deliver to Lessor true and correct copies of the insurance policy or policies required.

C. All of such policies shall provide that Lessor shall receive not less than ten (10) days' notice prior to any cancellation, material change in terms of coverage, or reduction of the coverage evidence by such policy or policies of insurance.

14. DAMAGE OR DESTRUCTION. In the event the Premises, or any portion thereof, is damaged or destroyed by any cause whatsoever, including but not limited to acts of God, this Lease shall terminate unless extended by written agreement of the parties.

15. CONDITIONS OF DEFAULT, REMEDIES OF LESSOR; SECURITY FOR PERFORMANCE. If at any time during the term of this Lease or any renewal or extension thereof, Lessee shall:

Default in the payment of any fixed monthly rent or any other sums specifically to be paid by Lessee hereunder and such default shall not have been cured within ten (10) days after written notice has been given to Lessee specifying that such payment is due; or Default in the observance or performance of any of the Lessee's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Lessee, and such default shall not have been cured within fifteen (15) working days after Lessor shall have given Lessee written notice thereof specifying such default; provided, however, that if the default complained of shall be of such nature that the same cannot be completely remedied, or cured within such fifteen (15) day period, then such default shall not be an enforceable default against Lessee for the purposes of this paragraph if Lessee shall have commenced

curing such default within such fifteen (15) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of.

Then, in any such event, Lessee shall be in default under the terms of this Lease and Lessor shall have the following remedies:

A. Lessor may sue to collect any and all sums which may accrue to Lessor by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease.

B. Lessor may sue to restrain by injunction any violation or threatened violation of the covenants, conditions, or provisions of this Lease.

C. Lessor may, without further notice to Lessee and without demand for rent due or for the observance or performance of any of said terms, conditions, or agreements, terminate this Lease, re-enter the Premises and remove all persons and property therefrom, using such force as may be necessary.

D. If Lessee shall at any time be in default in fulfilling any of the covenants of this Lease, Lessor may, but shall not be obligated so to do, and without notice to or demand upon Lessee, take or cause to be taken such action or made such payment as may be required by such covenant, at Lessee's risk and expense, and all expenses, costs, and liabilities of Lessor incurred in accordance with the terms of this paragraph shall be deemed additional rental hereunder, and shall be paid to Lessor on demand, together with interest at the rate of 15% annum.

E. In the event of a breach by Lessee, Lessor shall be entitled to recover its attorney's fees and costs.

F. The remedies of Lessor hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Lessor may be entitled in law or in equity. The failure of Lessor to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment of the future of such or any other covenant or option, nor shall the receipt by lessor of rent with knowledge of any default by Lessee, or any other action of Lessor except a waiver expressed in writing signed by Lessor, be deemed a waiver of such default, nor shall the acceptance of Lessor of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof, nor absolve Lessee from its obligation to pay the full rental provided herein. The parties stipulate acceptance of any lesser sum than the full rent due shall be an acceptance of the amount paid on account of the full rent due and will only be applied to the sums due and will not constitute a novation, amendment or settlement.

16. ASSIGNMENTS, LEASES AND SUBLEASES. Lessee shall not assign any interest in this Lease or the Premises or sublease the premises, or any portion thereof, without the prior written consent of Lessor.

A. Before any assignment of the Lease shall become effective, the assignee shall in writing assume and agree to be bound by all the covenants, agreements, terms and conditions of this Lease. No assignment, sublease, or transfer of interest in whole or in part made by Lessee or any subsequent assignee or transferee in interest shall operate to discharge or abate any obligation hereunder made or hereafter assumed by Lessee or by any assignee or Sublessee or transferee.

B. A consent by Lessor to one assignment shall in no event be a consent to a subsequent assignment, sublease, or occupation by other persons.

C. Any unauthorized assignment or sublease shall, at the option of Lessor, be void and shall terminate the Lease. In addition, the Lessor shall be entitled to all compensation paid to Lessee by the Sublessee.

17. SURRENDER. Lessee covenants and agrees to deliver up and surrender possession of the Premises to Lessor at the termination of this lease, by expiration of the term or otherwise, in as good condition and repair as the same shall be at the commencement of this lease, and in as good condition and repair as shall be required of Lessee during the term hereof, excepting only natural wear and decay which cannot reasonably be arrested by proper repair and maintenance.

18. OWNERSHIP OF BUILDING, STRUCTURES AND OTHER IMPROVEMENTS. All buildings, structures, installations, fixtures, appurtenances and all other permanent improvements presently existing or which may hereafter be erected or placed upon the Premises, whether by Lessor or Lessee, shall be and remain the property of Lessor, and Lessor shall derive all benefits of such ownership, including all benefits accruing to Lessor.

19. SUMS DUE LESSOR A LIEN-SECURITY INTEREST. Subject to the other provision contained in this Lease Agreement, all sums which shall become due to Lessor on account of any provision whatsoever of this lease are and shall always constitute a valid lien upon any and all goods, chattels and other property belonging to the Lessee and located upon he Premises, and Lessee hereby GRANTS to Lessor a security interest on all goods, chattels, personality, equipment and other property of Lessee located on the Premises.

20. NOTICES. At any notice provided for herein shall be sufficiently given if served personally or if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or by currier service (e.g. Federal Express), addressed to the party to whom the notice is to be served. If either the Lessor or Lessee shall at any time change its name, or if there be an assignment or other disposition of lease rights by either party, of if either party changes the place of address to which such notice or communication shall be sent, written notice of such communication shall be given to the other party. Until further notice in writing is served, any notice or communication with reference to this Lease Agreement addressed to Lessor may be addressed to Chaves County Manager, PO Box 1817, Roswell, NM 88202-1817, and any such notices or

communication addressed to Lessee may be addressed to Donald Wenner III, M.D., 1600 SE Main, Suite F, Roswell, NM 88203. Notices given as provided herein shall be deemed effectively given as of the date of personal delivery or as of the third business day following the date of deposit of same for mailing in the United States Post Office, the date of delivery to the currier service.

21. COVENANTS RUN TO SUCCESSORS, ASSIGNS, ETC. It is agreed that all covenants, conditions, agreements and undertakings in this lease shall extend to and be binding upon the parties hereto, and their heirs, successors, personal representatives and assigns.

22. ENTIRE AGREEMENT. The parties hereto agree that this Lease incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and that all covenants, agreements and understandings have been merged into this Lease. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable.

23. VALIDITY OF PARTICULAR PROVISIONS. If any term or provision of this Lease or the application thereof to any person or circumstances shall be held invalid or unenforceable, the remainder of this Lease or the application of such term or provision to other persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby. Each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

24. AMENDMENTS. The parties hereto agree that this Lease agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

25. TITLES FOR CONVENIENCE ONLY. The titles assigned to the foregoing provisions are assigned solely for the purpose of convenience. The substantive matters contained in the provisions of this Lease shall take precedence over the titles describing the same should a conflict arise between the two.

26. TIME OF ESSENCE. Time shall be of the essence in the performance by the parties of all the terms, conditions and provisions herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Lease agreement as of the date first written above.

LESSOR:

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
Jeff Bilberry, Chairman

ATTEST:

_____
Cindy Fuller, County Clerk

LESSEE:

DONALD WENNER III, M.D.

By: _____
Donald Wenner III, M.D.

AGENDA ITEM: 11

Agreement A-24-044 Lease for 1010 S. Garden

MEETING DATE: July 25, 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Emma Dominguez, HR Director

ACTION REQUESTED: Approve Agreement

ITEM SUMMARY:

This lease is between Chaves County and La Casa for lease of the building located at 1010 S. Garden.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-24-044

SUMMARY BY: Emma Dominguez

TITLE: HR Director

AGREEMENT A-24-044
BETWEEN CHAVES COUNTY AND LA CASA DE BUENA SALUD, INC.
FOR LEASE OF BUILDING LOCATED AT 1010 S. GARDEN

THIS AGREEMENT is made and entered into this 25th day of July, 2024, by and between the County of Chaves, a political subdivision of the State of New Mexico, hereinafter referred to as "Lessor" and La Casa de Buena Salud, Inc., a New Mexico nonprofit corporation, hereinafter referred to as "Lessee."

WHEREAS, Lessor is the owner of certain property located in Roswell, New Mexico, known as the PSR Building and is approximately 3,653 square feet, which is located at 1010 S. Garden Street, Roswell, New Mexico; and

WHEREAS, Lessee desires to lease the Premises for the purpose of providing health care services to the residents of Chaves County; and

WHEREAS, it is the parties desire to enter into a lease agreement defining the rights, duties and liabilities relating to the Premises.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and agreements set forth herein, the parties do hereby agree as follows:

1. LEASE. Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor the Premises.

2. TERM. The primary term of this Lease is for one year beginning July 1, 2024 and ending June 30, 2025. This Agreement shall automatically renew for up to three (3) additional one (1) year periods, not to exceed a total of four (4) years, unless terminated in accordance with the terms provided herein.

3. TERMINATION. Either party may terminate this Agreement, with or without cause, by giving the other party sixty (60) days' written notice of such intention to terminate.

4. RENT. As consideration for said lease, Lessee shall pay the County in monthly installments of One Hundred Dollars ($100.00), which sum shall be paid by the tenth (10th) day of each month during the term of this Lease, and provide services and benefits to the citizens of Chaves County as set forth in Exhibit A, attached hereto and incorporated by reference into this Lease.

The fair market rental value of the Premises is Forty-One Thousand, Four Hundred and Twenty-Five Dollars ($41,425.00) a year (as shown in Exhibit A). The parties do hereby agree that the consideration paid and provided by Lessee as shown in Exhibit A exceeds the fair market rental value of the Premises.

5. USE OF PREMISES. Lessee shall use and occupy the Health Clinic only for the purposes of providing health care services to residents of Chaves County and surrounding areas of Eastern New Mexico. Lessee may not use and occupy the Premises

for other purposes without the written consent of Lessor. Lessee shall conform with and comply with all applicable municipal, state and federal ordinances, laws, rules and regulations when using the Premises so as to not create any nuisance or permit any trade or occupation to be carried on or use made of the Premises that is offensive or injurious to any person or property. If Lessee fails to utilize and occupy the Premises as a health office or for activities reasonably related thereto without having first obtained the written consent of Lessor. Lessor shall have the option to terminate this lease, and to re-enter the Premises as hereinafter set forth.

6. WASTE, NUISANCE OR UNLAWFUL ACTIVITY. Lessee shall not allow waste or nuisance on the Premises or use or allow the Premises to be used for any unlawful activity. Lessee shall see that all persons coming on to the Premises shall use the Premises in an orderly courteous, and safe manner, with due regard of the rights of others who may be using the Premises.

7. UTILITIES. Lessee shall pay for the following utilities serving the Premises during the term of this Lease: electricity, gas, internet, and telephone service. All payments shall be made by the Lessee directly to the utility company furnishing such service, so that neither the Lessor nor the Premises shall be or become liable for any such rate, rentals, or charges.

8. REPAIRS AND MAINTENANCE. During the term of this Lease and all renewals thereof, Lessee shall make, at its own expense, all repairs needed to maintain the Premises in good condition and repair, including such repairs, alterations and maintenance as may be necessary to impede normal wear and tear, or as may be necessary in order that the Premises, including the improvement or fixtures thereon, shall conform to the lawful requirements, laws, ordinances, directions of proper public authorities, and the requirements of all policies of insurance in force relating to the Premises, except those repairs and maintenance which are the responsibility of Lessor. Lessee shall indemnify, defend and save lessor free and harmless from any claim, penalty, or damage or charge imposed for the violation of such laws, ordinances, rules and regulations, whether occasioned by the neglect of Lessee, or any agent or person in the employ of Lessee, or any person contracting with Lessee.

In addition, Lessee will also be responsible for outside of the building, roof, glass, lawn, cooling and heating systems, electrical, plumbing, grounds, landscaping, parking lot external doors, outdoor security lighting, and any damages which are caused by Lessee’s failure to maintain the terms for which it is responsible.

9. LIABILITY OF LESSEE. Lessee agrees to defend, indemnify and save Lessor harmless against any and all loss, damage, claim or expense, including costs and attorney's fees, arising out of the use of the Premises by Lessee, its agents, employees, invitees or trespassers, or out of any accident or other occurrence arising out of the use of the Premises, causing injury to any person whomsoever, or property whatsoever, due directly or indirectly to the use of the Premises or any part thereof by Lessee, its agents, employees, customers, patrons or other persons using the leased Premises.

Lessor shall not be liable to Lessee or any person for any damage or injury arising out of the use of the Premises by Lessee to any person or property occasioned by Lessee's use. Lessee agrees and covenants to defend, indemnify and save harmless Lessor from all such liability and expense in connection with Lessee's use of the Premises, including all costs and attorney's fees.

10. LESSOR'S ACCESS TO THE PREMISES. Lessor, its agents or employees, shall have the right to enter the Premises during normal business hours to inspect said Premises. Notwithstanding anything contained herein, Lessor shall have no duty whatsoever to make any inspection, and lessor shall not be held liable for any failure to discover, observe, or remedy any defects on or about the Premises.

11. ALTERATIONS OR ADDITIONS. Provided Lessee is not in default under the terms of this Lease, Lessee may, at its own expense, alter and/or modify the Premises, including the internal structures, installations and improvements located upon the Premises, as Lessee shall so elect. The construction and/or alteration of the Premises shall be done in a good and workmanlike manner and in conformity with all applicable laws, ordinance, restrictions, and regulations. Notwithstanding anything contained herein to the contrary, Lessee may, without Lessor's prior approval, make only those changes to the improvements which do not constitute a material change in the structure and which do not impair the quality, lessen the utility, or decrease the value of the Premises. All plans for such material changes must first be submitted to and receive the approval of Lessor. Lessor agrees to respond promptly to each request for approval. At the termination of the Lease, all alterations and modifications shall become the property of the Lessor.

12. MECHANIC'S AND MATERIALMEN'S LIENS. No liens of any mechanic, materialman, laborer, architect, artisan, contractor, subcontractor, or any other lien of any kind whatsoever, shall be created against or imposed upon the Premises, or any part thereof.

13. INSURANCE. At all times during the term of this Lease, Lessee will, at its sole cost and expense, and as additional rent hereunder procure and maintain, with insurer's authorized to do business in the State of New Mexico and which are of generally recognized responsibility and acceptable to Lessor the following insurance coverages:

A. A public liability insurance policy in the amount of One Million Dollars ($1,000,000) with no limiting modifications including Lessor as a named insured party.

B. An insurance policy which covers damage to, or the destruction of, the demised Premises in the amount of Five Hundred Thousand Dollars ($500,000) with no limiting modifications including Lessor as a named insured party.

All insurance required by this section shall be effected under valid and enforceable policies upon the commencement of the term hereof, and Lessee shall deliver to Lessor true and correct copies of the insurance policy or policies required.

All of such policies shall provide that Lessor shall receive not less than ten (10) days' notice prior to any cancellation, material change, in terms of coverage, or reduction of the coverage evidence by such policy or policies of insurance.

14. DAMAGE OR DESTRUCTION. In the event the Premises, or any portion thereof, is damaged or destroyed by any cause whatsoever, including but not limited to acts of God, this Lease shall terminate unless extended by written agreement of the parties.

15. CONDITIONS OF DEFAULT, REMEDIES OF LESSOR; SECURITY FOR PERFORMANCE. If at any time during the term of this Lease or any renewal or extension thereof, Lessee shall:

Default in the payment of any fixed monthly rent or any other sums specifically to be paid by Lessee hereunder and such default shall not have been cured within ten (10) days after written notice has been given to Lessee specifying that such payment is due; or Default in the observance or performance of any of the Lessee's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Lessee, and such default shall not have been cured within fifteen (15) working days after Lessor shall have given Lessee written notice thereof specifying such default; provided, however, that if the default complained of shall be of such nature that the same cannot be completely remedied, or cured within such fifteen (15) day period, then such default shall not be an enforceable default against Lessee for the purposes of this paragraph if Lessee shall have commenced curing such default within such fifteen (15) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of.

Then, in any such event, Lessee shall be in default under the terms of this Lease and Lessor shall have the following remedies:

A. Lessor may sue to collect any and all sums which may accrue to Lessor by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease.

B. Lessor may sue to restrain by injunction any violation or threatened violation of the covenants, conditions, or provisions of this Lease.

C. Lessor may, without further notice to Lessee and without demand for rent due or for the observance or performance of any of said terms, conditions, or agreements, terminate this Lease, re-enter the Premises and remove all persons and property therefrom, using such force as may be necessary.

D. If Lessee shall at any time be in default in fulfilling any of the covenants of this Lease, Lessor may, but shall not be obligated so to do, and without notice to or demand upon Lessee, take or cause to be taken such action or made such payment as may be required by such covenant, at Lessee's risk and expense, and all expenses, costs, and liabilities of Lessor incurred in accordance with the terms of this paragraph shall be deemed additional rental hereunder, and shall be paid to Lessor on demand, together with interest at the rate of 15% annum.

E. In the event of a breach by Lessee, Lessor shall be entitled to recover its attorney's fees and costs.

F. The remedies of Lessor hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Lessor may be entitled in law or in equity. The failure of Lessor to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment of the future of such or any other covenant or option, nor shall the receipt by lessor of rent with knowledge of any default by Lessee, or any other action of Lessor except a waiver expressed in writing signed by Lessor, be deemed a waiver of such default, nor shall the acceptance of Lessor of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof, nor absolve Lessee from its obligation to pay the full rental provided herein. The parties stipulate acceptance of any lesser sum than the full rent due shall be an acceptance of the amount paid on account of the full rent due and will only be applied to the sums due and will not constitute a novation, amendment or settlement.

16. ASSIGNMENTS, LEASES AND SUBLEASES. Lessee shall not assign any interest in this Lease or the Premises or sublease the premises, or any portion thereof, without the prior written consent of Lessor.

A. Before any assignment of the Lease shall become effective, the assignee shall in writing assume and agree to be bound by all the covenants, agreements, terms and conditions of this Lease. No assignment, sublease, or transfer of interest in whole or in part made by Lessee or any subsequent assignee or transferee in interest shall operate to discharge or abate any obligation hereunder made or hereafter assumed by Lessee or by any assignee or Sublessee or transferee.

B. A consent by Lessor to one assignment shall in no event be a consent to a subsequent assignment, sublease, or occupation by other persons.

C. Any unauthorized assignment or sublease shall, at the option of Lessor, be void and shall terminate the Lease. In addition, the Lessor shall be entitled to all compensation paid to Lessee by the Sublessee.

17. SURRENDER. Lessee covenants and agrees to deliver up and surrender possession of the Premises to Lessor at the termination of this lease, by expiration of the term or otherwise, in as good condition and repair as the same shall be at the commencement of this lease, and in as good condition and repair as shall be required of

Lessee during the term hereof, excepting only natural wear and decay which cannot reasonably be arrested by proper repair and maintenance.

18. OWNERSHIP OF BUILDING, STRUCTURES AND OTHER IMPROVEMENTS. All buildings, structures, installations, fixtures, appurtenances and all other permanent improvements presently existing or which may hereafter be erected or placed upon the Premises, whether by Lessor or Lessee, shall be and remain the property of Lessor, and Lessor shall derive all benefits of such ownership, including all benefits accruing to Lessor.

19. SUMS DUE LESSOR A LIEN-SECURITY INTEREST. Subject to the other provision contained in this Lease Agreement, all sums which shall become due to Lessor on account of any provision whatsoever of this lease are and shall always constitute a valid lien upon any and all goods, chattels and other property belonging to the Lessee and located upon he Premises, and Lessee hereby GRANTS to Lessor a security interest on all goods, chattels, personality, equipment and other property of Lessee located on the Premises.

20. NOTICES. At any notice provided for herein shall be sufficiently given if served personally or if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or by currier service (e.g. Federal Express), addressed to the party to whom the notice is to be served. If either the Lessor or Lessee shall at any time change its name, or if there be an assignment or other disposition of lease rights by either party, of if either party changes the place of address to which such notice or communication shall be sent, written notice of such communication shall be given to the other party. Until further notice in writing is served, any notice or communication with reference to this Lease Agreement addressed to Lessor may be addressed to Chaves County Manager, PO Box 1817, Roswell, NM 88202-1817, and any such notices or communication addressed to Lessee may be addressed to Seferino Montano, PO Box 843, Portales, NM 88130. Notices given as provided herein shall be deemed effectively given as of the date of personal delivery or as of the third business day following the date of deposit of same for mailing in the United States Post Office, the date of delivery to the currier service.

21. COVENANTS RUN TO SUCCESSORS, ASSIGNS, ETC. It is agreed that all covenants, conditions, agreements and undertakings in this lease shall extend to and be binding upon the parties hereto, and their heirs, successors, personal representatives and assigns.

22. ENTIRE AGREEMENT. The parties hereto agree that this Lease incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and that all covenants, agreements and understandings have been merged into this Lease. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable.

23. VALIDITY OF PARTICULAR PROVISIONS. If any term or provision of this Lease or the application thereof to any person or circumstances shall be held invalid or unenforceable, the remainder of this Lease or the application of such term or provision to other persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby. Each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

24. AMENDMENTS. The parties hereto agree that this Lease agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

25. TITLES FOR CONVENIENCE ONLY. The titles assigned to the foregoing provisions are assigned solely for the purpose of convenience. The substantive matters contained in the provisions of this Lease shall take precedence over the titles describing the same should a conflict arise between the two.

26. TIME OF ESSENCE. Time shall be of the essence in the performance by the parties of all the terms, conditions and provisions herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Lease agreement as of the date first written above.

LESSOR:

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
Jeff Bilberry, Chairman

ATTEST:

_____
Cindy Fuller, County Clerk

LESSEE:

LA CASA DE BUENA SALUD, INC.

By: _____
Seferino Montano, Executive Director

EXHIBIT A
to
TO AGREEMENT A-24-044

Building Located at 1010 S. Garden Avenue is 3,653 sq. feet. It is estimated it could rent for $3,452.00 per month which equals $41,425.00 per year.

Fair market lease for the building is $41,425.00 per year.

La Casa donates over $417,000 in services to our community.

Rent and Fees

1. Annual rent covers any admin costs County might incur. $1,200.00

These numbers show that the County receives a huge benefit from La Casa. That coupled with the expenses and responsibilities offset the fair market value of the building.

AGENDA ITEM: 12

Resolution R-24-025 - Polling Place Change For the 2024 General Election and the 2025 Regular Local Election

MEETING DATE: July 25, 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Cindy Fuller, Chaves County Clerk

ACTION REQUESTED: Polling Place Change for the 2024 General Election and the 2025 Regular Local Election

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ITEM SUMMARY:

Resolution R-23-022 was approved by the Chaves County Board of Commissioners on June 22, 2023, setting the polling locations for the 2024 and 2025 Elections. That resolution included the Roswell Museum, located at 100 W. 11th St., Roswell, NM, as a polling location for the 2024 Primary and General Elections as well as the 2025 Regular Local Election. Staff is requesting that for the 2024 General Election and the 2025 Regular Local Election, the Roswell Museum be moved to the Roswell Convention and Civic Center located at 912 N. Main St., Roswell, NM. Staff believes this location will better serve the voters of Chaves County and is already ADA compliant.

SUPPORT DOCUMENTS: Resolution R-24-025

SUMMARY BY: Cindy Fuller
TITLE: Chaves County Clerk

CHAVES COUNTY
RESOLUTION NUMBER R-24-025

A RESOLUTION CHANGING ONE POLLING PLACE
FOR THE 2024 GENERAL ELECTION AND THE 2025 REGULAR LOCAL ELECTION

WHEREAS, the Roswell Museum, located at 100 W. 11th St., Roswell, NM will no longer be used as a polling location. The Roswell Convention and Civic Center, located at 912 N. Main, Roswell, NM is available and has agreed to serve as a polling place.

WHEREAS, the Roswell Convention and Civic Center can provide individuals with physical mobility limitations unobstructed access to at least one voting machine, meets the requirements of NMSA § 1-3-4, and will be available to voters of any precinct in the county to cast a vote.

WHEREAS, the New Mexico Statutes Annotated 1978, Section 1-3-8, requires that upon the adoption of any resolution changing any designated polling place, the Board of County Commissioners shall:

A. Send a certified copy of the resolution to the Secretary of State and to the county chair of each of the major political parties: and
B. Publish the resolution in a newspaper as provided in the Election code.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners designate the Roswell Convention and Civic Center as a polling place for the 2024 general election and the 2025 regular local election.

Done this 25th day of July 2024, at Roswell, Chaves County, New Mexico.

BOARD OF CHAVES COUNTY COMMISSIONERS

_____
Jeff Bilberry, Chairman

_____
T. Calder Ezzell Jr, Vice-Chairman

ATTEST:

_____
Dara Dana, Member

_____
Cindy Fuller, County Clerk

_____
Richard C. Taylor, Member

_____
Michael J. Perry, Member

AGENDA ITEM: 13 Resolution R-24-027

MEETING DATE: July 25, 2024 Fixed Asset Inventory

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Lucia Serrano

ACTION REQUESTED:
Approval of Resolution R-24-027

ITEM SUMMARY:

The new listing as of June 30th, 2024 for all of Chaves County's Capital Fixed Assets.

https://www.chavescounty.gov/home/showdocument?id=1800&t=638569064844774754

Please click the underlined link above to see listing.
Staff recommends approval.

SUPPORT DOCUMENTS:

Resolution R-24-027

SUMMARY BY: Lucia Serrano

TITLE: Assistant Finance Director

RESOLUTION R-24-027

Capital Fixed Asset Inventory
As of June 30, 2024

WHEREAS, at a regular meeting of the Board of Chaves County Commissioners held on July 25, 2024, the following was among the proceedings:

WHEREAS, the Commission approved Resolution R-24-008 Purchasing Policy Revision for the purpose of establishing an orderly system and for processing for the administration, recording, and accountability of the County Fixed Assets; and,

WHEREAS, the Finance Department is responsible for reviewing and inputting all new, changes and deletion of fixed assets; and,

WHEREAS, this certified official listing has been prepared and is being attached to this resolution as 'Fixed Asset Master Report'; and,

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF COUNTY COMMISSIONERS, CHAVES COUNTY, STATE OF NEW MEXICO, accepts this new listing as the corrected listing of Capital Fixed Assets.

Done at Roswell, New Mexico, this 25th Day of July 2024.

BOARD OF CHAVES COUNTY COMMISSIONERS

_____
Jeff Bilberry, Chairman

_____
T. Calder Ezzell Jr, Vice-Chairman

ATTEST:

_____
Dara Dana, Member

_____
Richard C. Taylor, Member

_____
Cindy Fuller
County Clerk

_____
Michael Perry, Member

AGENDA ITEM: 14

Resolution R-24-028 Accepting 2024/2025 NMDOT LGRF County Arterial Program

MEETING DATE: July 25, 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Alex Palomino, Public Services Director

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

This Local Government Road Fund (LGRF) offer from the New Mexico Department of Transportation (NMDOT) is for a single penetration chip seal on approximately 19.26 miles of County Roads.

The work will be cost shared as follows:

NMDOT	$280,184.00
Chaves County	$ 93,395.00
Total Project	$ 373,579.00

Upon approval of this resolution the NMDOT will create the cooperative agreement.

Staff recommends approval of Resolution R-24-028.

SUPPORT DOCUMENTS: Resolution R-17-028 and Agreement A-24-041

SUMMARY BY: Alex Palomino

TITLE: Public Services Director

RESOLUTION R-24-028

CHAVES COUNTY
PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, Chaves County and the New Mexico Department of Transportation enter into a cooperative agreement; and

WHEREAS, the total cost of the project will be $373,579.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or $280,184.00; and

b. Chaves County's proportional matching share shall be 25% or $93,395.00

TOTAL PROJECT COST IS $373,579.00

Chaves County shall pay all costs, which exceed the total amount of $373,579.00.

NOW THEREFORE BE IT RESOLVED, in official session that Chaves County determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

This agreement terminates on December 31, 2025 and Chaves County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW THEREFORE BE FURTHER RESOLVED by Chaves County to enter into Cooperative Agreement Project Control Number L200637 with the New Mexico Department of Transportation for LGRF Project for the year 2024 - 2025 to plan, design, construction, reconstruction, pavement rehabilitation/improvements, blading and shaping, drainage improvements, on these county roads within the control of Chaves County, New Mexico.

The routes and termini are as follows:

Various county roads totaling up to 19.26 miles of - design, construct, reconstruct, pavement rehabilitation/improvements, blading and shaping, drainage improvements, within the control of Chaves County in the State of New Mexico.

PASSED, ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF JULY, 2024.

BOARD OF CHAVES COUNTY COMMISSIONERS

_____
Jeff Bilberry, Chairman

_____
T. Calder Ezzell, Jr., Vice-Chairman

ATTEST:

_____
Dara Dana, Member

_____
Michael J. Perry, Member

_____
Cindy Fuller
County Clerk

_____
Richard C. Taylor, Member

Contract No. _____
Vendor No. 0000054378
Control No. HW2L200637

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Chaves County** (Public Entity), collectively referred as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity's resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L200637, and the Public Entity's resolution attached as **Exhibit C**. See:

Design, construct, reconstruct, pavement rehabilitation/improvements, blading and shaping, drainage improvements, misc

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is **Three Hundred Seventy Three Thousand Five Hundred Seventy Nine Dollars and No Cents ($373,579)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	**75%**	**25%**	
FY 2025 Local Government Road Fund **For the purpose stated above in Section 1.**	**$280,184**	**$93,395**	**$373,579**
		Total Project Cost	**$373,579**

b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

a. Receipt of a cover letter requesting funds;
b. Receipt of a Notice of Award and Notice to Proceed;
c. Receipt of Estimated Summary of Costs and Quantities;
d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the Project described in Section 1.
b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
c. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
d. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as approved by the Department.
h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
i. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as identified by the Department, will result in termination for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity

established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form,** attached as **Exhibit B**.

l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **Project Certification of Design, Construction, and Cost** form.

m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion is a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.

n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.

b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.

c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.

d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.

e. As applicable for state-funded projects, the provisions of the Tribal/Local Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2025**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.

b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq*., and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and

Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

Chaves County

By:_____ Date: _____

Title: _____

Attest: _____
Chaves County Clerk or Designee

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):
_____
_____
_____
_____
_____

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____
and completed on _____, 20_____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

_____ _____
Name Date

_____
Print Name

_____
Title

EXHIBIT B

AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

_____

SCOPE OF WORK: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

EXHIBIT C
Chaves County RESOLUTION

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **Chaves County** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **$373,579** to be funded in proportional share by the parties hereto as follows:

CN L200637 Project Funding	**Department Share**	**Public Entity Share**	**Total Project Cost**
Funding Source 1	**75%**	**25%**	**100%**
FY 2025 Local Government Road Fund design, construct, reconstruct, pavement rehabilitation/improvements, blading and shaping, drainage improvements, misc	**$280,184**	**$93,395**	**$373,579**

WHEREAS, the **Chaves County** shall pay all costs, which exceed the total project cost of **$373,579**.

NOW THEREFORE, be it resolved in official session that **Chaves County** determines, resolves, and orders as follows:

a. The project for this Cooperative Agreement is adopted and has a priority standing.
b. The Cooperative Agreement terminates on **12/31/2025** and the **Chaves County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
c. The agent of the **Chaves County**, _____(name or title), shall have signature authority to bind the **Chaves County** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Chaves County** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **Chaves County** to enter into Cooperative Agreement for Project Control Number **L200637** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2025** for **19.26 miles of various county roads. - design, construct, reconstruct, pavement rehabilitation/improvements, blading and shaping, drainage improvements, misc** within the control of **Chaves County** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

_____ DATE _____
(PRINTED NAME, POSITION)

_____ DATE _____
(PRINTED NAME, POSITION)

_____ DATE _____
(PRINTED NAME, POSITION)

AGENDA ITEM: 15

Resolution R-24-029-Accepting 2024/2025 NMDOT LGRF Cooperative Program

MEETING DATE: July 25, 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Alex Palomino, Public Services Director

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

This Local Government Road Fund (LGRF) offer from the New Mexico Department of Transportation (NMDOT) is for a single penetration chip seal on approximately 12.05 miles of County Roads.
The work will be cost shared as follows:

NMDOT	$167,855.00
Chaves County	$ 55,952.00
Total Project	$223,807.00

Upon approval of this resolution the NMDOT will create the cooperative agreement.

Staff recommends approval of Resolution R-24-029.

SUPPORT DOCUMENTS: Resolution R-24-029 and Agreement A-24-042

SUMMARY BY: Alex Palomino

TITLE: Public Services Director

RESOLUTION R-24-029

CHAVES COUNTY
PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, Chaves County and the New Mexico Department of Transportation enter into a cooperative agreement; and

WHEREAS, the total cost of the project will be $223,807.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or $167,855.00; and

b. Chaves County's proportional matching share shall be 25% or $55,952.00

TOTAL PROJECT COST IS $223,807.00

Chaves County shall pay all costs, which exceed the total amount of $223,807.00

NOW THEREFORE BE IT RESOLVED, in official session that Chaves County determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

This agreement terminates on December 31, 2025 and Chaves County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW THEREFORE BE FURTHER RESOLVED by Chaves County to enter into Cooperative Agreement Control Number L200628 with the New Mexico Department of Transportation for LGRF Project for the year 2024 - 2025 to plan, design, construction, reconstruction, pavement rehabilitation/improvements, blading and shaping, drainage improvements, on these county roads within the control of Chaves County, New Mexico.

The routes and termini are as follows:

Various Rds - design, construct, reconstruct, pavement rehabilitation/improvements, blading and shaping, drainage improvements, misc., and apply a single penetration chip seal on 12.05 miles of various county roads. within the control of Chaves County in the State of New Mexico.

PASSED, ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF JULY, 2024.

BOARD OF CHAVES COUNTY COMMISSIONERS

_____
Jeff Bilberry, Chairman

_____
T. Calder Ezzell, Jr., Vice-Chairman

ATTEST:

_____
Dara Dana, Member

_____
Michael J. Perry, Member

_____
Cindy Fuller
County Clerk

_____
Richard C. Taylor, Member

Contract No. _____
Vendor No. **0000054378**
Control No. **HW2L200628**

LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Chaves County** (Public Entity), collectively referred as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity's resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L200628, and the Public Entity's resolution attached as **Exhibit C**. See:

Design, construct, reconstruct, pavement rehabilitation/improvements, blading and shaping, drainage improvements, misc., and apply a single penetration chip seal on 12.05 miles of various county roads.

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is **Two Hundred Twenty Three Thousand Eight Hundred Seven Dollars and No Cents ($223,807)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	**75%**	**25%**	
FY 2025 Local Government Road Fund **For the purpose stated above in Section 1.**	**$167,855**	**$55,952**	**$223,807**
		Total Project Cost	**$223,807**

b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

a. Receipt of a cover letter requesting funds;
b. Receipt of a Notice of Award and Notice to Proceed;
c. Receipt of Estimated Summary of Costs and Quantities;
d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the Project described in Section 1.
b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
c. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
d. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as approved by the Department.
h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
i. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as identified by the Department, will result in termination for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity

established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form,** attached as **Exhibit B**.

l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **Project Certification of Design, Construction, and Cost** form.

m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion is a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.

n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.

b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.

c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.

d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.

e. As applicable for state-funded projects, the provisions of the Tribal/Local Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2025**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.

b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq*., and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and

Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

Chaves County

By:_____ Date: _____

Title: _____

Attest: _____
Chaves County Clerk or Designee

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):
_____
_____
_____
_____
_____

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____
and completed on _____, 20_____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

_____ _____
Name Date

_____
Print Name

_____
Title

EXHIBIT B

AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

_____

SCOPE OF WORK: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

EXHIBIT C

Chaves County RESOLUTION

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **Chaves County** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **$223,807** to be funded in proportional share by the parties hereto as follows:

CN L200628 Project Funding	**Department Share**	**Public Entity Share**	**Total Project Cost**
Funding Source 1	**75%**	**25%**	**100%**
FY 2025 Local Government Road Fund design, construct, reconstruct, pavement rehabilitation/improvements, blading and shaping, drainage improvements, misc., and apply a single penetration chip seal on 12.05 miles of various county roads.	**$167,855**	**$55,952**	**$223,807**

WHEREAS, the **Chaves County** shall pay all costs, which exceed the total project cost of **$223,807**.

NOW THEREFORE, be it resolved in official session that **Chaves County** determines, resolves, and orders as follows:

a. The project for this Cooperative Agreement is adopted and has a priority standing.
b. The Cooperative Agreement terminates on **12/31/2025** and the **Chaves County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
c. The agent of the **Chaves County**, _____(name or title), shall have signature authority to bind the **Chaves County** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Chaves County** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **Chaves County** to enter into Cooperative Agreement for Project Control Number **L200628** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2025** for **Various Rds - design, construct, reconstruct, pavement rehabilitation/improvements, blading and shaping, drainage improvements, misc., and apply a single penetration chip seal on 12.05 miles of various county roads.** within the control of **Chaves County** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

_____ DATE _____

(PRINTED NAME, POSITION)

_____ DATE _____

(PRINTED NAME, POSITION)

_____ DATE _____

(PRINTED NAME, POSITION)

AGENDA ITEM: 16

Resolution R-24-030-Accepting 2024/2025 NMDOT LGRF School Bus Program Fund

MEETING DATE: July 25, 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Alex Palomino, Public Services Director

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

This Local Government Road Fund (LGRF) offer from the New Mexico Department of Transportation (NMDOT) is for a single penetration chip seal on up to 19.0 miles of County Roads.
The work will be cost shared as follows:

NMDOT	$ 233,895.00
Chaves County	$ 77,965.00
Total Project	$ 311,860.00

Upon approval of this resolution the NMDOT will create the cooperative agreement.

Staff recommends approval of Resolution R-24-030.

SUPPORT DOCUMENTS: Resolution R-24-030 and Agreement A-24-043

SUMMARY BY: Alex Palomino

TITLE: Public Services Director

RESOLUTION R-24-030

CHAVES COUNTY
PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, Chaves County and the New Mexico Department of Transportation enter into a cooperative agreement; and

WHEREAS, the total cost of the project will be $311,860.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or $233,895.00; and

b. Chaves County's proportional matching share shall be 25% or $77,965.00

TOTAL PROJECT COST IS $311,860.00

Chaves County shall pay all costs, which exceed the total amount of $311,860.00

NOW THEREFORE BE IT RESOLVED, in official session that Chaves County determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

This agreement terminates on December 31, 2025 and Chaves County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW THEREFORE BE FURTHER RESOLVED by Chaves County to enter into Cooperative Agreement Project Control Number L200636 with the New Mexico Department of Transportation for LGRF Project for the year 2024 - 2025 to plan, design, construction, reconstruction, pavement rehabilitation/improvements, blading and shaping, drainage improvements, on these county roads within the control of Chaves County, New Mexico.

The routes and termini are as follows:

Single penetration chip seal on up to 19 miles of various county roads. - design, construct, reconstruct, pavement rehabilitation/improvements, blading and shaping, drainage improvements, reconstruct, misc. within the control of Chaves County in the State of New Mexico.

PASSED, ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF JULY 2024.

BOARD OF CHAVES COUNTY COMMISSIONERS

_____
Jeff Bilberry, Chairman

_____
T. Calder Ezzell, Jr., Vice-Chairman

ATTEST:

_____
Dara Dana, Member

_____
Michael J. Perry, Member

_____
Cindy Fuller
County Clerk

_____
Richard C. Taylor, Member

Contract No. _____
Vendor No. **0000054378**
Control No. **HW2L200636**

LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Chaves County** (Public Entity), collectively referred as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity's resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L200636, and the Public Entity's resolution attached as **Exhibit C**. See:

design, construct, reconstruct, pavement rehabilitation/improvements, blading and shaping, drainage improvements, reconstruct, misc.

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is **Three Hundred Eleven Thousand Eight Hundred Sixty Dollars and No Cents ($311,860)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	**75%**	**25%**	
FY 2025 Local Government Road Fund **For the purpose stated above in Section 1.**	**$233,895**	**$77,965**	**$311,860**
		Total Project Cost	**$311,860**

b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

a. Receipt of a cover letter requesting funds;
b. Receipt of a Notice of Award and Notice to Proceed;
c. Receipt of Estimated Summary of Costs and Quantities;
d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the Project described in Section 1.
b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
c. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
d. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as approved by the Department.
h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
i. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as identified by the Department, will result in termination for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity

established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form,** attached as **Exhibit B**.

l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **Project Certification of Design, Construction, and Cost** form.

m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion is a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.

n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.

b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.

c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.

d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.

e. As applicable for state-funded projects, the provisions of the Tribal/Local Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2025**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.

b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq*., and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and

Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

Chaves County

By:_____ Date: _____

Title: _____

Attest: _____
Chaves County Clerk or Designee

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):
_____
_____
_____
_____
_____

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____
and completed on _____, 20_____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

_____ _____
Name Date

_____
Print Name

_____
Title

EXHIBIT B

AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

_____

SCOPE OF WORK: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

EXHIBIT C
Chaves County RESOLUTION

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **Chaves County** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **$311,860** to be funded in proportional share by the parties hereto as follows:

CN L200636 Project Funding	**Department Share**	**Public Entity Share**	**Total Project Cost**
Funding Source 1	**75%**	**25%**	**100%**
FY 2025 Local Government Road Fund design, construct, reconstruct, pavement rehabilitation/improvements, blading and shaping, drainage improvements, reconstruct, misc.	**$233,895**	**$77,965**	**$311,860**

WHEREAS, the **Chaves County** shall pay all costs, which exceed the total project cost of **$311,860**.

NOW THEREFORE, be it resolved in official session that **Chaves County** determines, resolves, and orders as follows:

a. The project for this Cooperative Agreement is adopted and has a priority standing.
b. The Cooperative Agreement terminates on **12/31/2025** and the **Chaves County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
c. The agent of the **Chaves County**, _____(name or title), shall have signature authority to bind the **Chaves County** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Chaves County** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **Chaves County** to enter into Cooperative Agreement for Project Control Number **L200636** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2025** for **single penetration chip seal on 19.26 miles of various county roads. - design, construct, reconstruct, pavement rehabilitation/improvements, blading and shaping, drainage improvements, reconstruct, misc.** within the control of **Chaves County** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

_____ _____
(PRINTED NAME, POSITION) DATE

_____ _____
(PRINTED NAME, POSITION) DATE

_____ _____
(PRINTED NAME, POSITION) DATE

AGENDA ITEM: 17 Resolution R-24-031 – Approval of 2024 Final Quarter Financial Report

MEETING DATE: 07/25/24

STAFF SUMMARY REPORT

Action Requested by: Chanel Rey, Chief Deputy Treasurer

Action Requested: Approval of Resolution R-24-031

Item Summary:

The New Mexico Department of Finance & Administration (DFA) requires that the 4th Quarter Financial Report for fiscal year ending June 30, 2024, be approved by the governing body.

Staff recommends approval.

SUPPORT DOCUMENTS: **Resolution R-24-031 / Financial Report – 4th Qtr.**

Summary by: Chanel Rey

Title: Chief Deputy Treasurer

RESOLUTION R-24-031
2024 FINAL QUARTER FINANCIAL REPORT
YEAR ENDING JUNE 30, 2024

WHEREAS, at a regularly scheduled meeting of the Board of Chaves County Commissioners held on July 25, 2024, the following was among the proceedings:

WHEREAS, the Governing Board in and for the County of Chaves, State of New Mexico has developed a budget for fiscal year 2023-2024; and

WHEREAS, the final quarterly report has been reviewed and approved to ensure the accuracy of the beginning balances used on the fiscal year 2024-2025 budget; and

WHEREAS, it is hereby certified that the contents in this report are true and correct to the best of our knowledge and that this report depicts all funds for fiscal year 2023-2024.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS, CHAVES COUNTY, STATE OF NEW MEXICO, hereby approve the final quarter report for fiscal year 2023-2024 hereinafter described as "Attachment A" and respectfully request approval from the Local Government Division of the Department of Finance and Administration.

Done at Roswell, County of Chaves, New Mexico this 25th day of July 2024.

BOARD OF CHAVES COUNTY COMMISSIONERS

_____
Jeff Bilberry, Chairman

_____
T. Calder Ezzell Jr, Vice-Chairman

ATTEST:

_____
Dara Dana, Member

_____
Richard C. Taylor, Member

_____
Cindy Fuller
County Clerk

_____
Michael Perry, Member

State of New Mexico Local Government Budget Management System (LGBMS)
Report Recap - Chaves County - FY2024 Q4
Printed from LGBMS on 2024-07-18 15:12:23

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserve	Adjusted Balance
11000 General Operating Fund	16,095,034.00	22,352,524.54	32,620,877.70	-3,808,464.00	18,349,556.85	-13,117,140.68	35,793,274.71	4,587,389.21	31,205,885.50
20100 Corrections	173,126.00	0.00	97,499.80	0.00	164,848.76	3,214.46	108,991.50	0.00	108,991.50
20200 Environmental	199,290.00	0.00	398,605.53	0.00	275,483.08	-12,235.37	310,177.08	0.00	310,177.08
20300 County Property Valuation	1,288,196.00	0.00	374,705.37	0.00	327,772.63	10,499.42	1,345,628.16	0.00	1,345,628.16
20400 County Road	5,127,886.00	4,613,291.37	2,129,408.83	3,750,000.00	4,723,140.59	-4,628,284.83	6,269,160.78	393,595.05	5,875,565.73
20800 Farm & Range	350.00	0.00	0.00	0.00	0.00	0.00	350.00	0.00	350.00
20900 Fire Protection	4,923,668.00	0.00	1,517,348.35	-25,000.00	841,354.58	-9,382.40	5,565,279.37	0.00	5,565,279.37
21100 Law Enforcement Protection	1,078.00	0.00	147,500.00	0.00	148,577.84	0.00	0.16	0.00	0.16
21700 Recreation	3,161.00	0.00	0.00	0.00	0.00	0.00	3,161.00	0.00	3,161.00
21800 Intergovernmental Grants	3,803,997.00	0.00	2,835,267.51	0.00	6,746,790.96	181,265.84	73,739.39	0.00	73,739.39
22000 Indigent Fund	3,292,969.00	2,962,512.36	6,408,369.39	0.00	5,652,698.56	-2,761,302.44	4,249,849.75	0.00	4,249,849.75
22200 County Fire Gross Receipts Tax	4,624,364.00	0.00	849,996.88	30,000.00	133,034.61	0.00	5,371,326.27	0.00	5,371,326.27
22300 DWI Fund	26,689.00	0.00	668,548.99	0.00	641,771.36	63,467.60	116,934.23	0.00	116,934.23
22500 Clerks Recording & Filing Fund	289,586.00	0.00	52,438.00	0.00	32,606.55	0.00	309,417.45	0.00	309,417.45
22600 Jail - Detention	9,052,048.00	8,143,655.62	2,511,190.61	0.00	1,705,201.67	-8,153,716.62	9,847,975.94	0.00	9,847,975.94
26000 American Rescue Plan Act	2,487,632.00	0.00	0.00	0.00	176,711.06	0.00	2,310,920.94	0.00	2,310,920.94
27000 LG Abatement Opioid Fund	0.00	0.00	2,673,864.64	0.00	0.00	464,698.93	3,138,563.57	0.00	3,138,563.57
29000 Local Assistance Tribal Consistency Fund-LATCF	3,705,746.00	0.00	3,930,445.20	0.00	15,630.37	0.00	7,620,560.83	0.00	7,620,560.83
29900 Other Special Revenue	2,840,523.00	0.00	1,670,030.47	0.00	1,478,125.17	12,029.45	3,044,457.75	0.00	3,044,457.75
39900 Other Capital Projects	1,819,668.00	0.00	0.00	3,803,464.00	3,984,445.89	-568,050.11	1,070,636.00	0.00	1,070,636.00
40200 GRT Revenue Bond Debt Service	8,017,472.00	7,212,901.11	3,671,601.33	-3,750,000.00	102,003.98	-7,212,901.11	7,837,069.35	0.00	7,837,069.35
40300 Other Revenue Bond Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40400 NMFA Loan Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
69900 Other Internal Service	1,895.00	0.00	46,431.95	0.00	19,894.77	5,984.06	34,416.24	0.00	34,416.24

79900 Other Trust & Agency	629,710.00	50,000,000.00	27,188,654.71	0.00	27,312,912.06	0.00	50,505,452.65	0.00	50,505,452.65
Totals	**68,404,088.00**	**95,284,885.00**	**89,792,785.26**	**0.00**	**72,832,561.34**	**-35,721,853.80**	**144,927,343.12**	**4,980,984.26**	**139,946,358.86**

Treasurers Financial Report ~ County of Chaves

Start Date	07/01/23
End Date	06/30/24

Section A	Beginning Balance	Receipts	Transfers	Disburse	Ending Balance
401 GENERAL FUND	$22,455,970.90	$27,131,986.58	($4,613,464.00)	$18,700,446.01	$26,519,047.47
402 ROAD FUND	$4,007,364.51	$1,894,579.24	$3,750,000.00	$4,703,304.46	$4,948,639.29
403 TAYLOR GRAZING ACT	$350.17	$0.00	$0.00	$0.00	$350.17
404 RECREATION	$3,160.67	$0.00	$0.00	$0.00	$3,160.67
407 DUNKEN	$632,336.38	$96,029.02	($2,000.00)	$16,957.34	$709,408.06
408 EAST GRAND PLAINS	$630,647.70	$196,067.45	($4,000.00)	$166,078.28	$656,636.87
409 PENASCO	$747,269.80	$181,142.00	($3,000.00)	$25,170.41	$900,241.39
410 MIDWAY	$620,257.57	$220,187.91	($4,000.00)	$89,650.42	$746,795.06
411 BERRENDO	$660,456.13	$256,499.04	($5,000.00)	$229,778.33	$682,176.84
412 SIERRA	$977,641.04	$393,092.15	($4,000.00)	$251,252.03	$1,115,481.16
413 RIO FELIX	$313,654.58	$68,988.57	($1,000.00)	$47,710.17	$333,932.98
414 CC FIRE DIST #8	$341,405.07	$112,223.44	($2,000.00)	$31,021.23	$420,607.28
425 FIRE & AMBULANCE	$4,624,364.07	$826,087.27	$30,000.00	$109,125.00	$5,371,326.34
427 INDIGENT HOSPITAL CLAIMS	$3,292,968.94	$5,059,173.85	$0.00	$4,102,293.10	$4,249,849.69
430 LAW ENFORCEMENT GRANT	$1,078.01	$147,500.00	$0.00	$148,577.84	$0.17
431 PUBLIC SAFETY GRANT	$29,968.58	$14,543.56	$20,000.00	$15,673.84	$28,838.30
432 COMMUNITY DWI	$26,689.39	$668,919.17	$55,000.00	$633,673.94	$116,934.62
433 SHERIFF FORFEITURE FUNDS	$21,783.12	$0.00	$0.00	$0.00	$21,783.12
435 CORRECTION FEE FUNDS	$173,126.09	$97,499.80	$0.00	$161,634.30	$108,991.59
437 ENVIROMENTAL GRT	$199,289.71	$386,650.77	$0.00	$275,763.69	$310,176.79
441 HOSPITAL AGED ACCOUNTS	$2,487,631.73	$0.00	$0.00	$176,711.06	$2,310,920.67
442 COUNTY INCOME FUND	$2,675,375.04	$4,730,504.23	$0.00	($54,023.78)	$7,459,903.05
443 COUNTY PERMANENT FUND	$50,000,000.00	$0.00	$0.00	$0.00	$50,000,000.00
602 SPECIAL ROAD CONSTRUCTION	$1,120,521.34	$200,000.00	$0.00	$0.00	$1,320,521.34
603 PERSONNEL RESERVE	$1,242,651.28	$580,127.54	$0.00	$14,376.41	$1,808,402.41
605 ECONOMIC DEVELOPMENT PROJE	$5,921.57	$0.00	$200,000.00	$200,000.00	$5,921.57
620 CLERK R&F EQPT FUND	$289,585.78	$52,438.00	$0.00	$32,606.55	$309,417.23
628 PROPERTY VALUATION FUND	$1,288,195.82	$371,642.56	$0.00	$314,210.40	$1,345,627.98
631 SPECIAL GRANTS & PROJECTS	$3,803,996.83	$2,707,393.45	$300,000.00	$6,737,651.06	$73,739.22
634 CCDC FACILTY REPLACEMENT	$542,518.55	$2,596,045.21	$0.00	$0.00	$3,138,563.76
635 EMERGENCY & CAPITAL OUTLAY	$1,052,149.46	$0.00	$3,803,464.00	$4,009,977.64	$845,635.82
645 CDBG GRANT	$225,000.00	$0.00	$225,000.00	$0.00	$225,000.00
650 DETENTION CENTER CONST PRO	$9,052,048.32	$2,443,091.44	$0.00	$1,647,163.50	$9,847,976.26
651 ADMINISTRATIVE CENTER CONS	$3,705,746.37	$3,930,445.20	$0.00	$15,630.37	$7,620,561.20
652 COURTHOUSE CONSTRUCTION	$0.00	$0.00	$0.00	$0.00	$0.00
670 INTERNAL SERVICES	$1,894.57	$30,144.36	$5,000.00	$2,623.12	$34,415.81
680 RESTRICTED HEALTH SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal:	$117,253,019.09	$55,393,001.81	$3,750,000.00	$42,805,036.72	$133,590,984.18

Section B	Beginning Balance	Receipts	Transfers	Disburse	Ending Balance
452 FLOOD CONTROL	$2,788,770.94	$1,655,016.04	$0.00	$1,449,951.01	$2,993,835.97
561 DEBT SERVICE GO	$0.00	$0.00	$0.00	$0.00	$0.00
562 DEBT SERVICE REVENUE BONDS	$0.00	$0.00	$0.00	$0.00	$0.00
563 BONDS 2007 REFUNDING	$0.00	$0.00	$0.00	$0.00	$0.00
564 REVENUE BOND DEBT SERVICE#	$8,017,471.81	$3,569,597.35	($3,750,000.00)	$0.00	$7,837,069.16
565 REVENUE BOND RESERVE	$0.00	$0.00	$0.00	$0.00	$0.00
569 EOMR FUND - RESERVE BOND	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal:	$10,806,242.75	$5,224,613.39	($3,750,000.00)	$1,449,951.01	$10,830,905.13

Section C	Beginning Balance	Receipts	Transfers	Disburse	Ending Balance
423 SPECIAL PREDATOR CONTROL S	$24,111.98	$21,897.79	$0.00	$26,800.30	$19,209.47
465 CHAVES COUNTY SOIL & WATER	$5,215.22	$219,559.03	$0.00	$220,652.02	$4,122.23
467 UPPER HONDO SOIL & WATER	$0.00	$105.13	$0.00	$101.81	$3.32
468 PENASCO SOIL & WATER	$34.29	$4,361.30	$0.00	$4,383.98	$11.61

Treasurers Financial Report ~ County of Chaves

Section C	Beginning Balance	Receipts	Transfers	Disburse	Ending Balance
469 CENTRAL VALLEY SOIL & WATE	$21.01	$2,184.15	$0.00	$2,164.87	$40.29
470 BORDER SOIL & WATER	$0.00	$0.00	$0.00	$0.00	$0.00
502 PECOS VALLEY CONS. DIST.	$89,283.97	$4,144,379.32	$0.00	$4,167,043.10	$66,620.19
503 HAGERMAN/DEXTER SOIL & WAT	$714.07	$36,022.67	$0.00	$36,196.13	$540.61
509 PECOS VALLEY WATER MASTER	$5,750.70	$137.82	$0.00	$2,976.08	$2,912.44
525 COTTONWOOD WALNUT CREEK	$1.42	$9,619.07	$0.00	$9,528.80	$91.69
886 SHERIFF,S SPECIAL FUND	$0.00	$0.00	$0.00	$0.00	$0.00
887 CCDC INMATE ACCOUNT	$54,916.48	$435,800.10	$0.00	$432,234.10	$58,482.48
Subtotal:	$180,049.14	$4,874,066.38	$0.00	$4,902,081.19	$152,034.33

Section D	Beginning Balance	Receipts	Transfers	Disburse	Ending Balance
574 CITY OF ROSWELL DEBT SERVI	$3,270.32	$7,450.87	$0.00	$9,626.58	$1,094.61
575 CITY OF ROSWELL OPERATIONA	$118,152.78	$6,086,313.52	$0.00	$6,114,067.67	$90,398.63
576 TOWN OF DEXTER	$271.96	$20,295.27	$0.00	$20,384.48	$182.75
577 TOWN OF HAGERMAN	$843.54	$17,635.12	$0.00	$18,176.25	$302.41
578 TOWN OF LAKE ARTHUR	$103.78	$7,045.49	$0.00	$6,935.99	$213.28
Subtotal:	$122,642.38	$6,138,740.27	$0.00	$6,169,190.97	$92,191.68

Section E	Beginning Balance	Receipts	Transfers	Disburse	Ending Balance
591 STATE OF NEW MEXICO-LEVY	$33,666.82	$1,966,368.68	$0.00	$1,974,595.01	$25,440.49
592 STATE OF NEW MEXICO-CATTLE	$376.25	$85,215.20	$0.00	$84,463.43	$1,128.02
593 STATE OF NEW MEXICO-SHEEP	$79.42	$1,959.38	$0.00	$2,027.34	$11.46
594 STATE OF NEW MEXICO- HOG	$0.00	$0.78	$0.00	$0.78	$0.00
595 STATE OF NEW MEXICO-DAIRY	$4.57	$104,982.07	$0.00	$104,965.83	$20.81
596 STATE OF NEW MEXICO CHILDR	$1,080.00	$5,520.00	$0.00	$5,505.00	$1,095.00
597 STATE COST & PENALTY/INTER	$31,333.75	$94,707.99	$0.00	$125,714.25	$327.49
598 GOVERNMENTAL GROSS RECEIPT	$0.00	$0.00	$0.00	$0.00	$0.00
599 STATE OF NEW MEXICO-LLAMAS	$1.21	$7.62	$0.00	$8.83	$0.00
Subtotal:	$66,542.02	$2,258,761.72	$0.00	$2,297,280.47	$28,023.27

Section F	Beginning Balance	Receipts	Transfers	Disburse	Ending Balance
701 ROSWELL INDEPENDENT SCHOOL	$7,273.07	$438,105.04	$0.00	$438,688.39	$6,689.72
702 ENMU-ROSWELL OPERATIONAL	$26,539.16	$1,430,111.33	$0.00	$1,432,182.58	$24,467.91
703 HAGERMAN SCHOOLS #6 OPERAT	$285.75	$34,595.13	$0.00	$34,643.33	$237.55
704 DEXTER SCHOOLS #8 OPERATIO	$351.19	$30,954.31	$0.00	$31,022.22	$283.28
705 ARTESIA SCHOOLS #14 OPERAT	$22.41	$5,242.93	$0.00	$5,231.91	$33.43
706 LAKE ARTHUR SCHOOLS #20 OP	$1,667.59	$67,993.27	$0.00	$67,081.71	$2,579.15
707 ELIDA SCHOOLS #27 OPERATIO	$0.53	$1,126.13	$0.00	$1,126.08	$0.58
708 ELIDA SCHOOLS #28 OPERATIO	$7.10	$1,943.14	$0.00	$1,948.87	$1.37
709 TATUM SCHOOLS #1L OPERATIO	$0.00	$23.73	$0.00	$23.73	$0.00
710 NM JUNIOR COLLEGE #1L	$0.00	$296.37	$0.00	$296.37	$0.00
721 ROSWELL INDEPENDENT SCHOOL	$131,853.55	$6,874,256.68	$0.00	$6,898,728.81	$107,381.42
722 ENMU-ROSWELL COMMUNITY COL	$28.23	$146.18	$0.00	$176.89	($2.48)
723 HAGERMAN SCHOOLS #6 DEBT S	$4,003.26	$389,510.52	$0.00	$390,214.33	$3,299.45
724 DEXTER SCHOOLS #8 DEBT SER	$9,834.36	$607,888.86	$0.00	$611,200.23	$6,522.99
725 ARTESIA SCHOOLS #14 DEBT S	$0.00	$0.00	$0.00	$0.00	$0.00
726 LAKE ARTHUR SCHOOLS #20 DE	$17,908.37	$734,041.24	$0.00	$724,195.89	$27,753.72
727 ELIDA SCHOOLS #27 DEBT SER	$0.00	$0.00	$0.00	$0.00	$0.00
728 ELIDA SCHOOLS #28 DEBT SER	$0.00	$0.00	$0.00	$0.00	$0.00
729 TATUM SCHOOLS #1L DEBT SER	$0.00	$0.02	$0.00	$0.02	$0.00
745 ARTESIA SCHOOLS #14 CAP. I	$242.22	$42,943.19	$0.00	$42,917.25	$268.16
751 ROSWELL INDEPENDENT SCHOOL	$46,644.76	$2,439,635.15	$0.00	$2,448,250.51	$38,029.40
753 HAGERMAN SCHOOLS #6 CAP. I	$1,540.03	$151,482.94	$0.00	$151,742.87	$1,280.10
754 DEXTER SCHOOLS #8 CAP.IMP	$2,545.02	$160,604.40	$0.00	$161,426.94	$1,722.48
755 ARTESIA SCHOOLS #14 CAP. I	$96.88	$22,171.84	$0.00	$22,135.00	$133.72
756 LAKE ARTHUR SCOOLS #20 CAP	$6,728.67	$275,444.42	$0.00	$271,751.12	$10,421.97
757 ELIDA SCHOOLS #27 CAP. IMP	$2.28	$4,745.83	$0.00	$4,745.73	$2.38
758 ELIDA SCHOOLS #28 CAP. IMP	$28.53	$8,169.80	$0.00	$8,192.78	$5.55
759 TATUM SCHOOLS CAP. IMP.	$0.00	$142.47	$0.00	$142.47	$0.00

Treasurers Financial Report ~ County of Chaves

Section F	Beginning Balance	Receipts	Transfers	Disburse	Ending Balance
764 DEXTER SCHOOLS #8 TECH DEB	$2,902.07	$195,107.06	$0.00	$195,917.40	$2,091.73
766 LAKE ARTHUR SCHOOLS TECH D	($28.36)	$59.06	$0.00	$30.70	$0.00
770 TATUM SCHOOLS TECH	$0.00	$345.30	$0.00	$345.30	$0.00
Subtotal:	$260,476.67	$13,917,086.34	$0.00	$13,944,359.43	$233,203.58

Section G	Beginning Balance	Receipts	Transfers	Disburse	Ending Balance
471 OVERPAYMENT OF TAXES	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal:	$0.00	$0.00	$0.00	$0.00	$0.00

Section H	Beginning Balance	Receipts	Transfers	Disburse	Ending Balance
474 TAX IN ADVANCE	$0.00	$0.00	$0.00	$0.00	$0.00
475 TAX UNDER PROTEST	$0.00	$0.00	$0.00	$0.00	$0.00
476 80% TAX SALE	$0.00	$0.00	$0.00	$0.00	$0.00
481 CURRENT UNDISTRIBUTED TAX	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal:	$0.00	$0.00	$0.00	$0.00	$0.00

	Total Balance	Total Receipts	Total Transfers	Total Disburse	Total Ending
Total For County:	$128,688,972.05	$87,806,269.91	$0.00	$71,567,899.79	$144,927,342.17

Identify detail on all adjustments listed on budget recap page. Please identify each transaction seperately.

County QUARTERLY REPORT ADJUSTMENT SCHEDULE

FUND	TOTAL Adjustment AMOUNT	Detailed adjustment	Explanation
GENERAL FUND - Operating (GF)	(13,117,140.68)		
		271,949.88	Accrued Expenses
		(360,000.00)	Temporary Transfer
		(70,633.69)	Pre-paids
		(12,067,639.54)	Monies used for investment
		(75,201.14)	Record AR For FY24
		(815,616.19)	Record Unrealized Loss on Investments
CORRECTION	3,214.46		
		3,214.46	Accrued Expenses
ENVIRONMENTAL GRT	(12,235.37)		
		(12,050.92)	Acrrued Expenses
		(184.45)	Pre-paids
County Property Valuation	10,499.42		
		10,936.23	Accrued Expenses
		(436.81)	Pre-paids
COUNTY ROAD	(4,628,284.83)		
		64,788.48	Accrued Expenses
		(4,613,291.37)	Monies used for investment
		(12,102.63)	Pre-paids
		(66,669.31)	Inventory
		(1,010.00)	Record AR For FY24
EMS			
ENHANCED 911			
Farm & Range Improvement			
FIRE PROTECTION FUND	(9,382.40)		
		(4,662.51)	Accrued Expenses
		25.38	Correction to Liabilities JN02307
		(11,314.05)	Pre-paids
		6,568.78	Record AR For FY24
LEPF			
LODGERS' TAX			
RECREATION			
INTERGOVERNMENTAL GRANTS	181,265.84		
		(720.00)	Accrued Expenses
		300,000.00	Temporary Transfer
		(118,014.16)	Record AR For FY24
SENIOR CITIZEN			
COUNTY INDIGENT FUND	(2,761,302.44)		
		(2,962,512.36)	Monies used for investment
		201,605.27	Accrued Expenses
		(395.35)	Prepaids
COUNTY HOSPITAL FUND			
COUNTY FIRE PROTECTION			

DWI PROGRAM	63,467.60		
		8,574.21	Accrued Expenses
		(456.03)	Pre-paids
		55,000.00	Temporary Transfer
		349.42	Record AR For FY24
Clerk Recording & Filing			
JAIL - DETENTION FUND	(8,153,716.62)		
		(8,143,655.62)	Monies used for investment
		19,309.45	Accrued Expenses
		(29,370.45)	Prepaids
OTHER	12,029.45		
		17,776.40	Accrued Expenses
		(4,596.30)	Prepaids
		(1,150.65)	Record AR For FY24
Opiod	464,698.93		
		(77,819.43)	Record AR For FY24
		542,518.36	Beginning Cash Balance adjustment (LGBMS Only)
CAPITAL PROJECT FUNDS	(568,050.11)		
		(25,531.75)	Accrued Expenses
		(542,518.36)	Beginning Cash Balance adjustment (LGBMS Only)
G. O. BONDS			
REVENUE BONDS	(7,212,901.11)		
		(7,212,901.11)	Monies used for investment
DEBT SERVICE OTHER			
ENTERPRISE FUNDS			
Water Fund			
Solid Waste			
Waste Water			
Airport			
Ambulance			
Cemetery			
Housing			
Parking			
Other Enterprise			
Other Enterprise			
Other Enterprise			
Other Enterprise			
INTERNAL SERVICE FUNDS	5,984.06		
		5,000.00	temporary transfer
		984.06	Inventory
TRUST AND AGENCY FUNDS			

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMMENT DIVISION
QUARTERLY REPORT

COUNTY: CHAVES

6/30/24

Schedule of Investments:

Type of Investment	Fund Number	Investment Date	Maturity Date	Source (Bank or Fiscal Agent)	Book Value	Market Value
PERMANENT FUND	700	9/30/2023	6/30/2024	INSIGHT INVESTMENT	$50,000,000	$50,000,000
SHORT TERM INVESTMENTS	101	6/30/2013	6/30/2024	NM STATE TREASURER	$10,284,885	$10,284,885
SHORT TERM INVESTMENTS		7/18/2023	6/30/2024	INSIGHT INVESTMENT	$35,000,000	$35,000,000
GRAND TOTAL					$95,284,885	$95,284,885

AGENDA ITEM: 18 Resolution R-24-032

MEETING DATE: July 25, 2024 Budget Adjustment Resolution FY 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Anabel Barraza, CFO

ACTION REQUESTED:

Approval of Resolution R-24-032

ITEM SUMMARY:

The Finance Department is requesting a budget adjustment for line items in exhibit 'A'. These budget adjustment is for the network upgrade equipment needed for Chaves County's system.

This project was paid out of American Rescue Plan Act funds

Staff requests approval of Resolution R-24-032

SUPPORT DOCUMENTS:

Resolution R-24-032

SUMMARY BY: Anabel Barraza

TITLE: CFO

RESOLUTION R-24-032

BUDGET ADJUSTMENT REQUEST

WHEREAS, at a regular meeting of the Board of Chaves County Commissioners held on July 25, 2024, the following was among the proceedings:

WHEREAS, the budget must be adjusted for fiscal year 2023-2024 expenditures; and,

WHEREAS, there are sufficient funds available for the budget adjustments; and,

WHEREAS, budget adjustments are necessary to ensure positive budget balances; and,

WHEREAS, the Board of Chaves County Commissioners deems it necessary to adjust the FY 23-24 Final Budget as designated in Exhibit 'A', attached.

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF COUNTY COMMISSIONERS, CHAVES COUNTY, STATE OF NEW MEXICO, hereby approves the line item changes and requests approval from DFA Local Government Division for budget adjustments.

Done at Roswell, New Mexico, this 25th day of July 2024.

BOARD OF CHAVES COUNTY COMMISSIONERS

_____
Jeff Bilberry, Chairman

_____
T. Calder Ezzell Jr, Vice-Chairman

_____
Dara Dana, Member

_____
Richard C. Taylor, Member

_____
Michael Perry, Member

ATTEST:

_____
Cindy Fuller
County Clerk

EXHIBIT 'A'

Account Number	Description	Amount
	EXPENDITURE	
441-6-637-299-000	American Rescue Plan Act Expense	**176,712.00**

State of New Mexico Local Government Budget Management System (LGBMS)
Report Recap - Chaves County - FY2024 Q4
Printed from LGBMS on 2024-07-17 15:16:19

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserve	Adjusted Balance
11000 General Operating Fund	16,095,034.00	22,352,524.54	32,620,877.70	-3,808,464.00	18,349,556.85	-13,117,140.68	35,793,274.71	4,587,389.21	31,205,885.50
20100 Corrections	173,126.00	0.00	97,499.80	0.00	164,848.76	3,214.46	108,991.50	0.00	108,991.50
20200 Environmental	199,290.00	0.00	398,605.53	0.00	275,483.08	-12,235.37	310,177.08	0.00	310,177.08
20300 County Property Valuation	1,288,196.00	0.00	374,705.37	0.00	327,772.63	10,499.42	1,345,628.16	0.00	1,345,628.16
20400 County Road	5,127,886.00	4,613,291.37	2,129,408.83	3,750,000.00	4,723,140.59	-4,628,284.83	6,269,160.78	393,595.05	5,875,565.73
20800 Farm & Range	350.00	0.00	0.00	0.00	0.00	0.00	350.00	0.00	350.00
20900 Fire Protection	4,923,668.00	0.00	1,517,348.35	-25,000.00	841,354.58	-9,382.40	5,565,279.37	0.00	5,565,279.37
21100 Law Enforcement Protection	1,078.00	0.00	147,500.00	0.00	148,577.84	0.00	0.16	0.00	0.16
21700 Recreation	3,161.00	0.00	0.00	0.00	0.00	0.00	3,161.00	0.00	3,161.00
21800 Intergovernmental Grants	3,803,997.00	0.00	2,835,267.51	0.00	6,746,790.96	181,265.84	73,739.39	0.00	73,739.39
22000 Indigent Fund	3,292,969.00	2,962,512.36	6,408,369.39	0.00	5,652,698.56	-2,761,302.44	4,249,849.75	0.00	4,249,849.75
22200 County Fire Gross Receipts Tax	4,624,364.00	0.00	849,996.88	30,000.00	133,034.61	0.00	5,371,326.27	0.00	5,371,326.27
22300 DWI Fund	26,689.00	0.00	668,548.99	0.00	641,771.36	63,467.60	116,934.23	0.00	116,934.23
22500 Clerks Recording & Filing Fund	289,586.00	0.00	52,438.00	0.00	32,606.55	0.00	309,417.45	0.00	309,417.45
22600 Jail - Detention	9,052,048.00	8,143,655.62	2,511,190.61	0.00	1,705,201.67	-8,153,716.62	9,847,975.94	0.00	9,847,975.94
26000 American Rescue Plan Act	2,487,632.00	0.00	0.00	0.00	176,711.06	0.00	2,310,920.94	0.00	2,310,920.94
27000 LG Abatement Opioid Fund	0.00	0.00	2,673,864.64	0.00	0.00	-77,819.43	2,596,045.21	0.00	2,596,045.21
29000 Local Assistance Tribal Consistency Fund-LATCF	3,705,746.00	0.00	3,930,445.20	0.00	15,630.37	0.00	7,620,560.83	0.00	7,620,560.83
29900 Other Special Revenue	2,840,523.00	0.00	1,670,030.47	0.00	1,478,125.17	12,029.45	3,044,457.75	0.00	3,044,457.75
39900 Other Capital Projects	1,819,668.00	0.00	0.00	3,803,464.00	3,984,445.89	-25,531.75	1,613,154.36	0.00	1,613,154.36
40200 GRT Revenue Bond Debt Service	8,017,472.00	7,212,901.11	3,671,601.33	-3,750,000.00	102,003.98	-7,212,901.11	7,837,069.35	0.00	7,837,069.35
40300 Other Revenue Bond Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40400 NMFA Loan Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
69900 Other Internal Service	1,895.00	0.00	46,431.95	0.00	19,894.77	5,984.06	34,416.24	0.00	34,416.24

79900 Other Trust & Agency	629,710.00	50,000,000.00	27,188,654.71	0.00	27,312,912.06	0.00	50,505,452.65	0.00	50,505,452.65
Totals	**68,404,088.00**	**95,284,885.00**	**89,792,785.26**	**0.00**	**72,832,561.34**	**-35,721,853.80**	**144,927,343.12**	**4,980,984.26**	**139,946,358.86**

Treasurers Financial Report ~ County of Chaves

Start Date	07/01/23
End Date	06/30/24

Section A	Beginning Balance	Receipts	Transfers	Disburse	Ending Balance
401 GENERAL FUND	$22,455,970.90	$27,131,986.58	($4,613,464.00)	$18,700,446.01	$26,519,047.47
402 ROAD FUND	$4,007,364.51	$1,894,579.24	$3,750,000.00	$4,703,304.46	$4,948,639.29
403 TAYLOR GRAZING ACT	$350.17	$0.00	$0.00	$0.00	$350.17
404 RECREATION	$3,160.67	$0.00	$0.00	$0.00	$3,160.67
407 DUNKEN	$632,336.38	$96,029.02	($2,000.00)	$16,957.34	$709,408.06
408 EAST GRAND PLAINS	$630,647.70	$196,067.45	($4,000.00)	$166,078.28	$656,636.87
409 PENASCO	$747,269.80	$181,142.00	($3,000.00)	$25,170.41	$900,241.39
410 MIDWAY	$620,257.57	$220,187.91	($4,000.00)	$89,650.42	$746,795.06
411 BERRENDO	$660,456.13	$256,499.04	($5,000.00)	$229,778.33	$682,176.84
412 SIERRA	$977,641.04	$393,092.15	($4,000.00)	$251,252.03	$1,115,481.16
413 RIO FELIX	$313,654.58	$68,988.57	($1,000.00)	$47,710.17	$333,932.98
414 CC FIRE DIST #8	$341,405.07	$112,223.44	($2,000.00)	$31,021.23	$420,607.28
425 FIRE & AMBULANCE	$4,624,364.07	$826,087.27	$30,000.00	$109,125.00	$5,371,326.34
427 INDIGENT HOSPITAL CLAIMS	$3,292,968.94	$5,059,173.85	$0.00	$4,102,293.10	$4,249,849.69
430 LAW ENFORCEMENT GRANT	$1,078.01	$147,500.00	$0.00	$148,577.84	$0.17
431 PUBLIC SAFETY GRANT	$29,968.58	$14,543.56	$20,000.00	$15,673.84	$28,838.30
432 COMMUNITY DWI	$26,689.39	$668,919.17	$55,000.00	$633,673.94	$116,934.62
433 SHERIFF FORFEITURE FUNDS	$21,783.12	$0.00	$0.00	$0.00	$21,783.12
435 CORRECTION FEE FUNDS	$173,126.09	$97,499.80	$0.00	$161,634.30	$108,991.59
437 ENVIROMENTAL GRT	$199,289.71	$386,650.77	$0.00	$275,763.69	$310,176.79
441 HOSPITAL AGED ACCOUNTS	$2,487,631.73	$0.00	$0.00	$176,711.06	$2,310,920.67
442 COUNTY INCOME FUND	$2,675,375.04	$4,730,504.23	$0.00	($54,023.78)	$7,459,903.05
443 COUNTY PERMANENT FUND	$50,000,000.00	$0.00	$0.00	$0.00	$50,000,000.00
602 SPECIAL ROAD CONSTRUCTION	$1,120,521.34	$200,000.00	$0.00	$0.00	$1,320,521.34
603 PERSONNEL RESERVE	$1,242,651.28	$580,127.54	$0.00	$14,376.41	$1,808,402.41
605 ECONOMIC DEVELOPMENT PROJE	$5,921.57	$0.00	$200,000.00	$200,000.00	$5,921.57
620 CLERK R&F EQPT FUND	$289,585.78	$52,438.00	$0.00	$32,606.55	$309,417.23
628 PROPERTY VALUATION FUND	$1,288,195.82	$371,642.56	$0.00	$314,210.40	$1,345,627.98
631 SPECIAL GRANTS & PROJECTS	$3,803,996.83	$2,707,393.45	$300,000.00	$6,737,651.06	$73,739.22
634 CCDC FACILTY REPLACEMENT	$542,518.55	$2,596,045.21	$0.00	$0.00	$3,138,563.76
635 EMERGENCY & CAPITAL OUTLAY	$1,052,149.46	$0.00	$3,803,464.00	$4,009,977.64	$845,635.82
645 CDBG GRANT	$225,000.00	$0.00	$225,000.00	$0.00	$225,000.00
650 DETENTION CENTER CONST PRO	$9,052,048.32	$2,443,091.44	$0.00	$1,647,163.50	$9,847,976.26
651 ADMINISTRATIVE CENTER CONS	$3,705,746.37	$3,930,445.20	$0.00	$15,630.37	$7,620,561.20
652 COURTHOUSE CONSTRUCTION	$0.00	$0.00	$0.00	$0.00	$0.00
670 INTERNAL SERVICES	$1,894.57	$30,144.36	$5,000.00	$2,623.12	$34,415.81
680 RESTRICTED HEALTH SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal:	$117,253,019.09	$55,393,001.81	$3,750,000.00	$42,805,036.72	$133,590,984.18

Section B	Beginning Balance	Receipts	Transfers	Disburse	Ending Balance
452 FLOOD CONTROL	$2,788,770.94	$1,655,016.04	$0.00	$1,449,951.01	$2,993,835.97
561 DEBT SERVICE GO	$0.00	$0.00	$0.00	$0.00	$0.00
562 DEBT SERVICE REVENUE BONDS	$0.00	$0.00	$0.00	$0.00	$0.00
563 BONDS 2007 REFUNDING	$0.00	$0.00	$0.00	$0.00	$0.00
564 REVENUE BOND DEBT SERVICE#	$8,017,471.81	$3,569,597.35	($3,750,000.00)	$0.00	$7,837,069.16
565 REVENUE BOND RESERVE	$0.00	$0.00	$0.00	$0.00	$0.00
569 EOMR FUND - RESERVE BOND	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal:	$10,806,242.75	$5,224,613.39	($3,750,000.00)	$1,449,951.01	$10,830,905.13

Section C	Beginning Balance	Receipts	Transfers	Disburse	Ending Balance
423 SPECIAL PREDATOR CONTROL S	$24,111.98	$21,897.79	$0.00	$26,800.30	$19,209.47
465 CHAVES COUNTY SOIL & WATER	$5,215.22	$219,559.03	$0.00	$220,652.02	$4,122.23
467 UPPER HONDO SOIL & WATER	$0.00	$105.13	$0.00	$101.81	$3.32
468 PENASCO SOIL & WATER	$34.29	$4,361.30	$0.00	$4,383.98	$11.61

Treasurers Financial Report ~ County of Chaves

Section C	Beginning Balance	Receipts	Transfers	Disburse	Ending Balance
469 CENTRAL VALLEY SOIL & WATE	$21.01	$2,184.15	$0.00	$2,164.87	$40.29
470 BORDER SOIL & WATER	$0.00	$0.00	$0.00	$0.00	$0.00
502 PECOS VALLEY CONS. DIST.	$89,283.97	$4,144,379.32	$0.00	$4,167,043.10	$66,620.19
503 HAGERMAN/DEXTER SOIL & WAT	$714.07	$36,022.67	$0.00	$36,196.13	$540.61
509 PECOS VALLEY WATER MASTER	$5,750.70	$137.82	$0.00	$2,976.08	$2,912.44
525 COTTONWOOD WALNUT CREEK	$1.42	$9,619.07	$0.00	$9,528.80	$91.69
886 SHERIFF,S SPECIAL FUND	$0.00	$0.00	$0.00	$0.00	$0.00
887 CCDC INMATE ACCOUNT	$54,916.48	$435,800.10	$0.00	$432,234.10	$58,482.48
Subtotal:	$180,049.14	$4,874,066.38	$0.00	$4,902,081.19	$152,034.33

Section D	Beginning Balance	Receipts	Transfers	Disburse	Ending Balance
574 CITY OF ROSWELL DEBT SERVI	$3,270.32	$7,450.87	$0.00	$9,626.58	$1,094.61
575 CITY OF ROSWELL OPERATIONA	$118,152.78	$6,086,313.52	$0.00	$6,114,067.67	$90,398.63
576 TOWN OF DEXTER	$271.96	$20,295.27	$0.00	$20,384.48	$182.75
577 TOWN OF HAGERMAN	$843.54	$17,635.12	$0.00	$18,176.25	$302.41
578 TOWN OF LAKE ARTHUR	$103.78	$7,045.49	$0.00	$6,935.99	$213.28
Subtotal:	$122,642.38	$6,138,740.27	$0.00	$6,169,190.97	$92,191.68

Section E	Beginning Balance	Receipts	Transfers	Disburse	Ending Balance
591 STATE OF NEW MEXICO-LEVY	$33,666.82	$1,966,368.68	$0.00	$1,974,595.01	$25,440.49
592 STATE OF NEW MEXICO-CATTLE	$376.25	$85,215.20	$0.00	$84,463.43	$1,128.02
593 STATE OF NEW MEXICO-SHEEP	$79.42	$1,959.38	$0.00	$2,027.34	$11.46
594 STATE OF NEW MEXICO- HOG	$0.00	$0.78	$0.00	$0.78	$0.00
595 STATE OF NEW MEXICO-DAIRY	$4.57	$104,982.07	$0.00	$104,965.83	$20.81
596 STATE OF NEW MEXICO CHILDR	$1,080.00	$5,520.00	$0.00	$5,505.00	$1,095.00
597 STATE COST & PENALTY/INTER	$31,333.75	$94,707.99	$0.00	$125,714.25	$327.49
598 GOVERNMENTAL GROSS RECEIPT	$0.00	$0.00	$0.00	$0.00	$0.00
599 STATE OF NEW MEXICO-LLAMAS	$1.21	$7.62	$0.00	$8.83	$0.00
Subtotal:	$66,542.02	$2,258,761.72	$0.00	$2,297,280.47	$28,023.27

Section F	Beginning Balance	Receipts	Transfers	Disburse	Ending Balance
701 ROSWELL INDEPENDENT SCHOOL	$7,273.07	$438,105.04	$0.00	$438,688.39	$6,689.72
702 ENMU-ROSWELL OPERATIONAL	$26,539.16	$1,430,111.33	$0.00	$1,432,182.58	$24,467.91
703 HAGERMAN SCHOOLS #6 OPERAT	$285.75	$34,595.13	$0.00	$34,643.33	$237.55
704 DEXTER SCHOOLS #8 OPERATIO	$351.19	$30,954.31	$0.00	$31,022.22	$283.28
705 ARTESIA SCHOOLS #14 OPERAT	$22.41	$5,242.93	$0.00	$5,231.91	$33.43
706 LAKE ARTHUR SCHOOLS #20 OP	$1,667.59	$67,993.27	$0.00	$67,081.71	$2,579.15
707 ELIDA SCHOOLS #27 OPERATIO	$0.53	$1,126.13	$0.00	$1,126.08	$0.58
708 ELIDA SCHOOLS #28 OPERATIO	$7.10	$1,943.14	$0.00	$1,948.87	$1.37
709 TATUM SCHOOLS #1L OPERATIO	$0.00	$23.73	$0.00	$23.73	$0.00
710 NM JUNIOR COLLEGE #1L	$0.00	$296.37	$0.00	$296.37	$0.00
721 ROSWELL INDEPENDENT SCHOOL	$131,853.55	$6,874,256.68	$0.00	$6,898,728.81	$107,381.42
722 ENMU-ROSWELL COMMUNITY COL	$28.23	$146.18	$0.00	$176.89	($2.48)
723 HAGERMAN SCHOOLS #6 DEBT S	$4,003.26	$389,510.52	$0.00	$390,214.33	$3,299.45
724 DEXTER SCHOOLS #8 DEBT SER	$9,834.36	$607,888.86	$0.00	$611,200.23	$6,522.99
725 ARTESIA SCHOOLS #14 DEBT S	$0.00	$0.00	$0.00	$0.00	$0.00
726 LAKE ARTHUR SCHOOLS #20 DE	$17,908.37	$734,041.24	$0.00	$724,195.89	$27,753.72
727 ELIDA SCHOOLS #27 DEBT SER	$0.00	$0.00	$0.00	$0.00	$0.00
728 ELIDA SCHOOLS #28 DEBT SER	$0.00	$0.00	$0.00	$0.00	$0.00
729 TATUM SCHOOLS #1L DEBT SER	$0.00	$0.02	$0.00	$0.02	$0.00
745 ARTESIA SCHOOLS #14 CAP. I	$242.22	$42,943.19	$0.00	$42,917.25	$268.16
751 ROSWELL INDEPENDENT SCHOOL	$46,644.76	$2,439,635.15	$0.00	$2,448,250.51	$38,029.40
753 HAGERMAN SCHOOLS #6 CAP. I	$1,540.03	$151,482.94	$0.00	$151,742.87	$1,280.10
754 DEXTER SCHOOLS #8 CAP.IMP	$2,545.02	$160,604.40	$0.00	$161,426.94	$1,722.48
755 ARTESIA SCHOOLS #14 CAP. I	$96.88	$22,171.84	$0.00	$22,135.00	$133.72
756 LAKE ARTHUR SCOOLS #20 CAP	$6,728.67	$275,444.42	$0.00	$271,751.12	$10,421.97
757 ELIDA SCHOOLS #27 CAP. IMP	$2.28	$4,745.83	$0.00	$4,745.73	$2.38
758 ELIDA SCHOOLS #28 CAP. IMP	$28.53	$8,169.80	$0.00	$8,192.78	$5.55
759 TATUM SCHOOLS CAP. IMP.	$0.00	$142.47	$0.00	$142.47	$0.00

Treasurers Financial Report ~ County of Chaves

Section F	Beginning Balance	Receipts	Transfers	Disburse	Ending Balance
764 DEXTER SCHOOLS #8 TECH DEB	$2,902.07	$195,107.06	$0.00	$195,917.40	$2,091.73
766 LAKE ARTHUR SCHOOLS TECH D	($28.36)	$59.06	$0.00	$30.70	$0.00
770 TATUM SCHOOLS TECH	$0.00	$345.30	$0.00	$345.30	$0.00
Subtotal:	$260,476.67	$13,917,086.34	$0.00	$13,944,359.43	$233,203.58

Section G	Beginning Balance	Receipts	Transfers	Disburse	Ending Balance
471 OVERPAYMENT OF TAXES	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal:	$0.00	$0.00	$0.00	$0.00	$0.00

Section H	Beginning Balance	Receipts	Transfers	Disburse	Ending Balance
474 TAX IN ADVANCE	$0.00	$0.00	$0.00	$0.00	$0.00
475 TAX UNDER PROTEST	$0.00	$0.00	$0.00	$0.00	$0.00
476 80% TAX SALE	$0.00	$0.00	$0.00	$0.00	$0.00
481 CURRENT UNDISTRIBUTED TAX	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal:	$0.00	$0.00	$0.00	$0.00	$0.00

	Total Balance	Total Receipts	Total Transfers	Total Disburse	Total Ending
Total For County:	$128,688,972.05	$87,806,269.91	$0.00	$71,567,899.79	$144,927,342.17

Identify detail on all adjustments listed on budget recap page. Please identify each transaction seperately.

County QUARTERLY REPORT ADJUSTMENT SCHEDULE

FUND	TOTAL Adjustment AMOUNT	Detailed adjustment	Explanation
GENERAL FUND - Operating (GF)	(13,117,140.68)		
		271,949.88	Accrued Expenses
		(360,000.00)	Temporary Transfer
		(70,633.69)	Pre-paids
		(12,067,639.54)	Monies used for investment
		(75,201.14)	Record AR For FY24
		(815,616.19)	Record Unrealized Loss on Investments
CORRECTION	3,214.46		
		3,214.46	Accrued Expenses
ENVIRONMENTAL GRT	(12,235.37)		
		(12,050.92)	Acrrued Expenses
		(184.45)	Pre-paids
County Property Valuation	10,499.42		
		10,936.23	Accrued Expenses
		(436.81)	Pre-paids
COUNTY ROAD	(4,628,284.83)		
		64,788.48	Accrued Expenses
		(4,613,291.37)	Monies used for investment
		(12,102.63)	Pre-paids
		(66,669.31)	Inventory
		(1,010.00)	Record AR For FY24
EMS			
ENHANCED 911			
Farm & Range Improvement			
FIRE PROTECTION FUND	(9,382.40)		
		(4,662.51)	Accrued Expenses
		25.38	Correction to Liabilities JN02307
		(11,314.05)	Pre-paids
		6,568.78	Record AR For FY24
LEPF			
LODGERS' TAX			
RECREATION			
INTERGOVERNMENTAL GRANTS	181,265.84		
		(720.00)	Accrued Expenses
		300,000.00	Temporary Transfer
		(118,014.16)	Record AR For FY24
SENIOR CITIZEN			
COUNTY INDIGENT FUND	(2,761,302.44)		
		(2,962,512.36)	Monies used for investment
		201,605.27	Accrued Expenses
		(395.35)	Prepaids
COUNTY HOSPITAL FUND			
COUNTY FIRE PROTECTION			

DWI PROGRAM	63,467.60		
		8,574.21	Accrued Expenses
		(456.03)	Pre-paids
		55,000.00	Temporary Transfer
		349.42	Record AR For FY24
Clerk Recording & Filing			
JAIL - DETENTION FUND	(8,153,716.62)		
		(8,143,655.62)	Monies used for investment
		19,309.45	Accrued Expenses
		(29,370.45)	Prepaids
OTHER	12,029.45		
		17,776.40	Accrued Expenses
		(4,596.30)	Prepaids
		(1,150.65)	Record AR For FY24
Opiod	(77,819.43)		
		(77,819.43)	Record AR For FY24
CAPITAL PROJECT FUNDS	(25,531.75)		
		(25,531.75)	Accrued Expenses
G. O. BONDS			
REVENUE BONDS	(7,212,901.11)		
		(7,212,901.11)	Monies used for investment
DEBT SERVICE OTHER			
ENTERPRISE FUNDS			
Water Fund			
Solid Waste			
Waste Water			
Airport			
Ambulance			
Cemetery			
Housing			
Parking			
Other Enterprise			
Other Enterprise			
Other Enterprise			
Other Enterprise			
INTERNAL SERVICE FUNDS	5,984.06		
		5,000.00	temporary transfer
		984.06	Inventory
TRUST AND AGENCY FUNDS			

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMMENT DIVISION
QUARTERLY REPORT

COUNTY: CHAVES

6/30/24

Schedule of Investments:

Type of Investment	Fund Number	Investment Date	Maturity Date	Source (Bank or Fiscal Agent)	Book Value	Market Value
PERMANENT FUND	700	9/30/2023	6/30/2024	INSIGHT INVESTMENT	$50,000,000	$50,000,000
SHORT TERM INVESTMENTS	101	6/30/2013	6/30/2024	NM STATE TREASURER	$10,284,885	$10,284,885
SHORT TERM INVESTMENTS		7/18/2023	6/30/2024	INSIGHT INVESTMENT	$35,000,000	$35,000,000
GRAND TOTAL					$95,284,885	$95,284,885

AGENDA ITEM: 19 Resolution R-24-033

MEETING DATE: July 25, 2024 Approval of FY 2024-2025 Final Budget

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Anabel Barraza, CFO

ACTION REQUESTED:

Approval of Resolution R-24-033

ITEM SUMMARY:

Attached for your approval is a final budget recapitulation for fiscal year 2024-2025. The budget includes actual unaudited beginning cash balances.

The total expenditure budget for FY 2024-2025 is $76,399,288.

Staff requests approval of Resolution R-24-033

SUPPORT DOCUMENTS:

Resolution R-24-033
Summary Pages
DFA budget Dashboard

SUMMARY BY: Anabel Barraza

TITLE: CFO

RESOLUTION R-24-033

STATE OF NEW MEXICO
COUNTY OF CHAVES
FY 2024-2025 FINAL BUDGET

WHEREAS, at a regular meeting of the Board of Chaves County Commissioners held on July 25, 2024, the following was among the proceedings:

WHEREAS, the Governing Body in and for the County of Chaves, State of New Mexico has developed a budget for fiscal year 2024-2025; and,

WHEREAS, the Interim Budget was approved by the Local Government Division of the Department of Finance; and,

WHEREAS, effective June 30, 2024, beginning cash balances have been determined and included in the attached budget document; and,

WHEREAS, the attached budget was prepared in compliance with Chaves County Budget Policy, Resolution R-01-015; and,

WHEREAS, IT IS THE MAJORITY OPINION OF THIS BOARD that the proposed budget meets the requirements as currently determined for Fiscal Year 2024-2025

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF COUNTY COMMISSIONERS, CHAVES COUNTY, STATE OF NEW MEXICO, hereby adopts the Fiscal Year 2024-2025 budget hereinafter described and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

Done at Roswell, New Mexico, this 25th day of July 2024.

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell Jr, Vice-Chairman

ATTEST:

Dara Dana, Member

Richard C. Taylor, Member

Cindy Fuller
County Clerk

Michael Perry, Member

Joseph R. Skeen Building

FINAL BUDGET IN BRIEF FY 2025

"Committing to Strategic Evaluations that Produce Successful Results"

GENERAL OPERATING BUDGET: Main operating budget for Chaves County

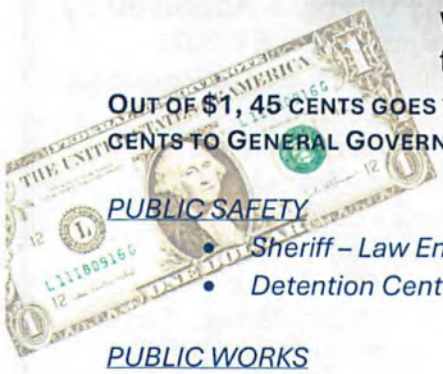
CHAVES COUNTY IS PROJECTING $38.31M OF REVENUE IN FY2025, WHICH REPRESENTS A 4.3% INCREASE OVER THE PRIOR YEAR. BUDGETED EXPENDITURES ARE PROJECTED TO INCREASE BY 7.2% TO $41.15M IN FY2025

ALL FUNDS: All funds that Chaves County will oversee including grants, volunteer fire departments, restricted federal money, etc,

CHAVES COUNTY IS PROJECTING $61.84M OF REVENUE IN FY2025, WHICH REPRESENTS A .5% DECREASE OVER THE PRIOR YEAR. BUDGETED EXPENDITURES ARE PROJECTED TO INCREASE BY 3.7% TO $76.4M IN FY2025.

---

*Chaves County has **23,280** Total **Households** contributing to the **$11M in Property Tax** and **$17M GRT Revenue for the General Operating Budget Chaves County oversees***



Where does Chaves County's Citizen's Dollar go to for Main Operating Budget??

OUT OF $1, 45 CENTS GOES TO PUBLIC SAFETY, 25 CENTS TO PUBLIC WORKS AND 30 CENTS TO GENERAL GOVERNMENT. IT IS BROKEN DOWN AS FOLLOWS:

PUBLIC SAFETY

- *Sheriff – Law Enforcement $6,651,813 OR 18 cents out of your dollar*
- *Detention Center $10,257,748 or 27 cents out of your dollar*

PUBLIC WORKS

- *Roads $9,233,699 OR 25 cents out of your dollar*

GENERAL GOVERNMENT

- *Elected Officials Budget Initiatives $3,438,250 OR 9 cents out of your dollar*
- *General Administration $5,794,282 OR 16 cents out of your dollar*
- *Internal Capital Outlay $1,759,534 OR 5 cents out of your dollar & Agency Support*

Who is Chaves County?

Chaves County is in southeast New Mexico and was created by Territorial Legislature on February 25, 1889 Chaves County is a center for irrigated farms, farming, dairy production, ranching, manufacturing, distribution and petroleum production

The governance is established by a five-member Board of Commissioners operating with a commissioner-manager relationship. The executive function is further divided to five elected county officials-Assessor, Treasurer, Clerk, Sheriff and Probate Judge. Services provided include roads, sanitation, health and social services, public safety, (sheriff, fire, emergency communications, corrections and detention), public improvement projects, planning and zoning, administrative services and economic development.

Joseph R. Skeen Building

Capital Outlay, Projects and Agency Support Approved by the Board of Commissioners

Chaves County Internal Capital Outlay

Clerk	*2024 Ford F150 XL, 4WD Super Crew, Black*	$	50,000
Planning & Zoning	*Asbestos Testing, Solid Waste Disposal and Removal- Public Nuisance Cleanup for 2024-25 Fourteen properties with standing structures are still in need of cleanup.*	$	100,000
Road	*Motor Grader - Replace 2 older units that are going to auction.*	$	350,000
Sheriff	*Utility Associates Inc.- Body Worn Camera System $90,000 per year for 5 years- Financed*	$	90,000
Detention Center	*Camera upgrade to the facility Inside and outside of the facility Finance @ 90,415.00 for 3 yrs*	$	90,415
		Total $	680,415

Construction Projects for FY 2025

DEPARTMENT		AMOUNT
Public Health Building Build	$	7,432,115
PVRCC-Dispatch Area Remodel	$	2,876,150
West Brasher Road Bridge Construction	$	1,519,042
Pine Lodge Road Construction	$	1,158,179
Cooperative Extension Remodel	$	1,000,000
St.Mary's Complex Suite D Remodel	$	428,012
Detention Center Ceiling Project	$	200,000
Walking Trail (final phase)	$	38,936
Court Compliance Remodel (final phase)	$	38,215
Cultural Plaza Construction	$	2,100,000
Total	$	16,790,649

**These projects are from General Operating Budget and State Grants/Federal Grants*

Chaves County does not have or anticipate debt for FY 2025 involving GRT or property tax increases to citizens

FY 2025 Agency Allocations	Amount
BORDER S&WCD	$5,500
CHAVES COUNTY ECONOMIC DEVELOPMENT FOUNDATION	$200,000
CHAVES COUNTY S&WCD ANNUAL ALLOCATION	$2,000
CHAVES COUNTY S&WCD WEED COORDINATOR	$10,000
CITY OF ROSWELL AMBULANCE	$280,000
CITY OF ROSWELL ANIMAL CONTROL	$30,000
CITY OF ROSWELL EMERGENCY PREPAREDNESS	$101,176
CITY OF ROSWELL RESCUE	$20,000
CITY OF ROSWELL SPECIAL PROJECTS	$756,002
DEXTER, TOWN OF (PUBLIC SAFETY)	$20,000
DEXTER/HAGERMAN S&WCD ANNUAL ALLOCATION	$2,000
HAGERMAN, TOWN OF (PUBLIC SAFETY)	$20,000
LAKE ARTHUR, TOWN OF (PUBLIC SAFETY)	$20,000
NEW MEXICO COOP EXT SERVICE (AG YOUTH FAIR)	$75,000
NEW MEXICO COOPERATIVE EXTENSION SERVICE	$108,110
NEW MEXICO STATE LIBRARY	$525
ROSWELL CHAMBERS OF COMMERCE	$25,000
Boys and Girls Club	$25,000
USDA ANIMAL CONTROL	$74,000
USDA APHIS WILDLIFE SERVICE	$40,000
TOTAL SUPPORT TO LOCAL AGENCIES	$1,814,313

Personnel Changes Approved by Commission FY 2025

- Retirement Increase Pick-up for Employee by 1%
- 10% Medical Increase for Employee Plans
- 4 New Positions
  - Public Records Coordinator
  - Public Records Clerk
  - Plumbing & HVAC Inspector
  - Civil Process Server
- At Will Personnel Increases
- TOAL PERSONNEL BUDGET: 21,033,801.00 for 275 FTE's

All Funds

This summary page has all funds Chaves County is fiscally responsible for and helps oversee including grants, volunteer fire departments, restricted federal money, local agencies, etc,

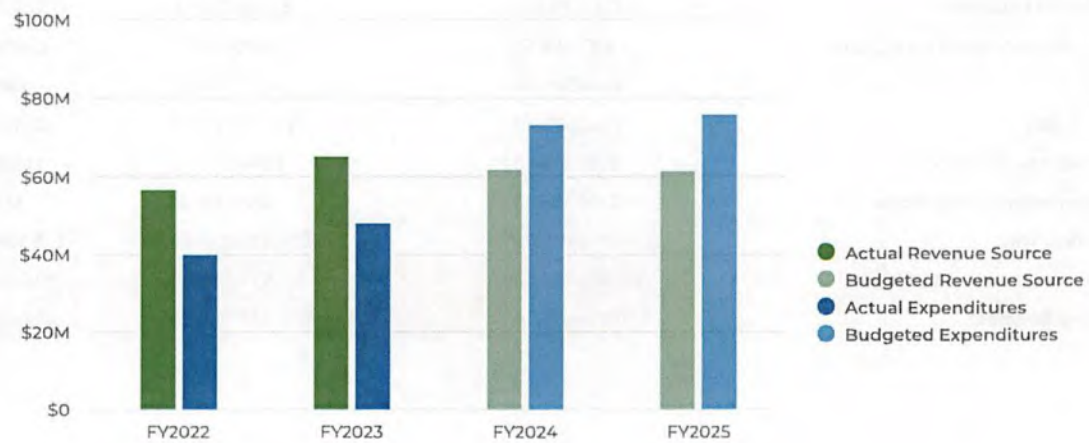
Summary

Chaves County is projecting $61.84M of revenue in FY2025, which represents a 0.5% decrease over the prior year. Budgeted expenditures are projected to increase by 3.7% or $2.75M to $76.4M in FY2025.

The county of Chaves, NM has seen significant changes in its All Funds fund budget over the years 2023, 2024, and looking ahead to 2025. The actual revenues for 2023 were $65,434,782, representing an increase of 15% from the budgeted amount. Similarly, actual expenditures were $48,641,423, showing an increase of 20% from the budgeted amount.

Moving on to 2024, the budgeted revenues were $62,157,041. The budgeted expenditures were a budgeted amount of $73,652,035. **Finally, for the budget year 2025, the county has budgeted revenues of $61,840,167, representing a decrease of 1% from the previous year. On the other hand, budgeted expenditures are expected to increase by 4%, with a budgeted amount of $76,399,288.**

Overall, the county of Chaves, NM has seen fluctuations in its All Funds fund budget over the years, with a significant increase in actual revenues and expenditures in 2023. However, the budgeted amounts for the following years show a decrease in revenues and an increase in expenditures, indicating a potential need for careful financial planning and management in the future.



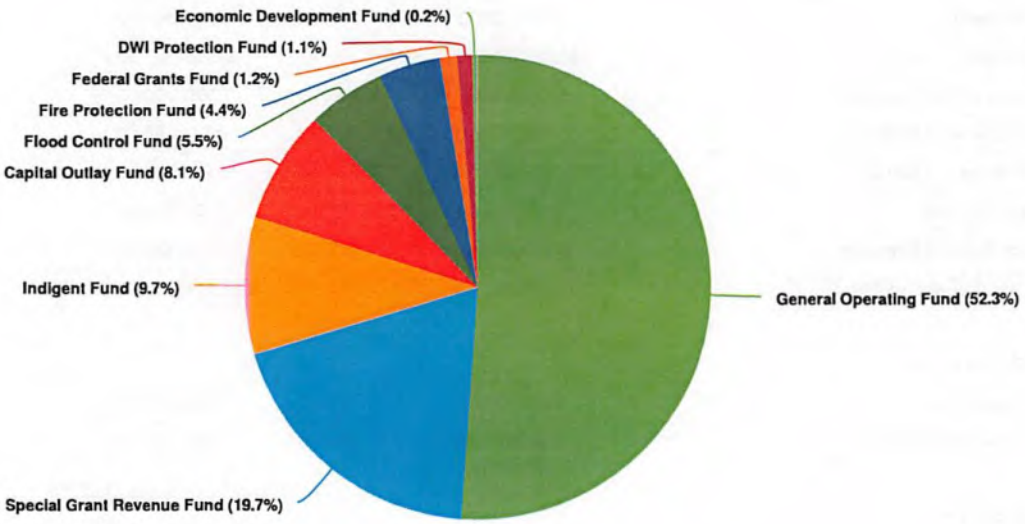
All Funds Comprehensive Summary

Name	FY2024 Actual	FY2024 Amended Budget	FY2025 Budgeted
Beginning Fund Balance:	$78,019,974.00	$78,019,974.00	$87,430,134.68
Revenues			
Taxes	$25,364,866.35	$34,003,139.24	$36,764,372.89
Licenses and Permits	$348,293.91	$456,314.00	$471,147.00
Intergovernmental	$5,413,578.99	$16,685,189.00	$17,637,887.00
Charges for Services	$1,452,274.81	$370,222.00	$422,559.00
Interest on Investments	$5,613,514.09	$6,907,830.00	$2,437,109.00
Miscellaneous	$3,010,780.01	$3,410,306.00	$4,254,053.00

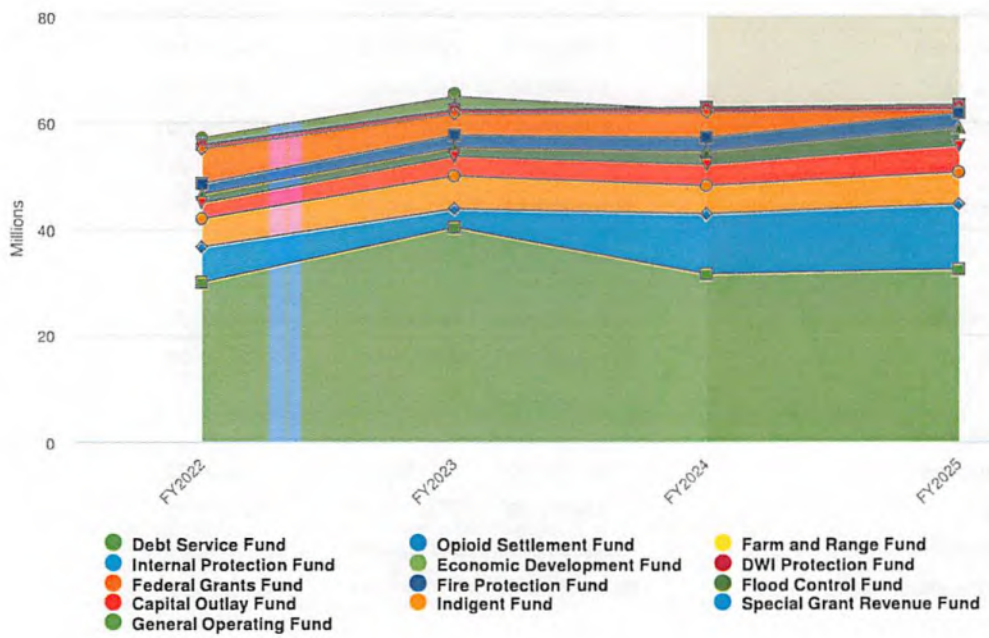
Name	FY2024 Actual	FY2024 Amended Budget	FY2025 Budgeted
Other Sources	$52,407.62	$0.00	$0.00
Sale of Fixed Assets	$35,686.64	$41.00	$3,039.00
Transfers	-$200,000.00	$324,000.00	-$150,000.00
Total Revenues:	$41,091,402.42	$62,157,041.24	$61,840,166.89
Expenditures			
Operating Expenses	$1,582,554.72	$11,157,153.50	$12,304,397.05
Personnel Wages	$7,731,765.82	$15,023,217.00	$15,545,820.46
Personnel Benefits	$3,119,497.06	$6,304,642.27	$7,217,710.63
Vehicle Maintenance	$335,302.66	$670,838.00	$679,278.00
Vehicle Fuels	$374,641.58	$878,500.00	$924,000.00
Employee Training and Travel	$541,045.38	$1,898,899.00	$1,376,910.00
Fire Equipment	$1,357.09	$173,000.00	$185,000.00
Maintenance Expenses	$176,793.01	$652,469.00	$602,216.00
Professional Services	$4,435,705.75	$5,130,279.00	$951,479.00
Contracted Services	$2,908,954.77	$5,085,793.00	$5,968,716.33
Indigent	$1,707,301.94	$3,205,708.00	$2,093,397.00
Road Project Expenses	$268,290.05	$1,043,022.00	$2,247,969.00
County Insurance and Liability Cost	$871,818.55	$1,589,596.00	$1,908,040.80
Utilities	$546,580.66	$936,504.00	$883,584.12
Capital Outlay	$3,301,954.11	$18,257,278.73	$21,746,456.89
Governmental Allocations	$792,018.58	$1,461,025.00	$1,586,703.00
Nongovernmental Allocations	$104,388.33	$184,110.00	$177,610.00
Total Expenditures:	$28,799,970.06	$73,652,034.50	$76,399,288.28
Total Revenues Less Expenditures:	$12,291,432.36	-$11,494,993.26	-$14,559,121.39
Ending Fund Balance:	$90,311,406.36	$66,524,980.74	$72,871,013.29

Revenue by Fund

2025 Revenue by Fund



Budgeted and Historical 2025 Revenue by Fund



Grey background indicates budgeted figures.

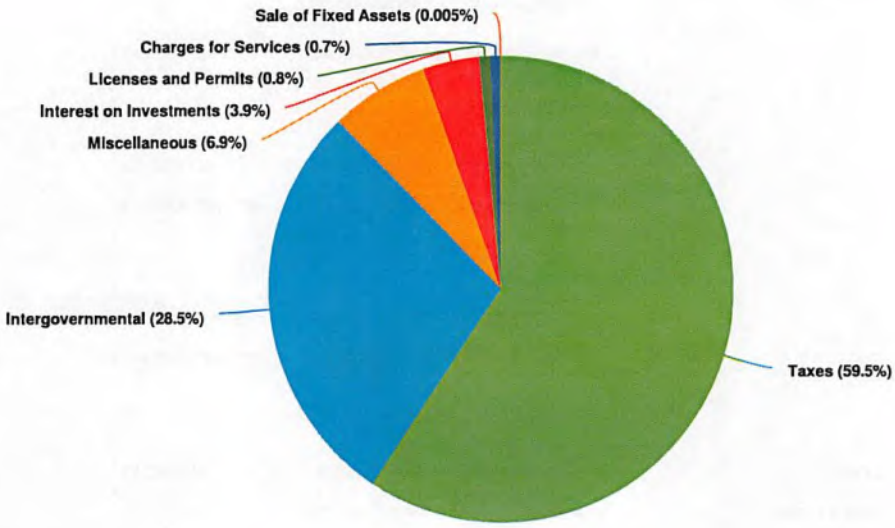
Name	FY2024 Amended Budget	FY2024 Actual	FY2025 Budgeted	FY2024 Amended Budget vs. FY2025 Budgeted (% Change)
General Operating Fund				

Name	FY2024 Amended Budget	FY2024 Actual	FY2025 Budgeted	FY2024 Amended Budget vs. FY2025 Budgeted (% Change)
General Fund	$19,562,727.76	$14,237,909.33	$19,428,812.00	-0.7%
Road Fund	$5,671,349.00	$1,093,305.05	$6,696,344.00	18.1%
Correction Grants	$219,293.00	$64,158.47	$196,658.00	-10.3%
Environmental Tax	$269,103.13	$273,651.34	$378,068.00	40.5%
County Income Fund	$3,293,682.00	$3,476,406.37	$2,802,197.00	-14.9%
Road Special Construction	$200,000.00	$200,000.00	$200,000.00	0%
County Personnel Reserve	$31,134.00	$377,467.80	$28,487.00	-8.5%
Clerk Recording & Filing	$58,222.00	$33,614.00	$44,819.00	-23%
Property Valuation	$327,302.00	$247,381.18	$327,302.00	0%
Detention Inmate Expense	$1,852,350.59	$1,637,447.43	$2,231,539.89	20.5%
Total General Operating Fund:	**$31,485,163.48**	**$21,641,340.97**	**$32,334,226.89**	**2.7%**
Farm and Range Fund				
Farm & Range Fund	$40,000.00	$0.00	$40,000.00	0%
Total Farm and Range Fund:	**$40,000.00**	**$0.00**	**$40,000.00**	**0%**
Fire Protection Fund				
Dunken Volunteer Fire Fnd	$119,001.00	$96,029.02	$122,503.00	2.9%
East Grand Plains Volfire	$238,837.00	$195,177.00	$240,503.00	0.7%
Penasco Volunteer Fire Fd	$225,849.00	$181,142.00	$225,849.00	0%
Midway Volunteer Fire Fnd	$274,862.00	$220,001.59	$274,862.00	0%
Berrendo Volunteer Fire	$326,210.00	$256,277.70	$313,123.00	-4%
Sierra Volunteer Fire Fnd	$561,600.00	$393,400.40	$464,624.00	-17.3%
Rio Felix Volunteer Fire	$84,470.00	$67,645.53	$84,136.00	-0.4%
CC Fire Dist #8 Vol Fire	$128,309.00	$112,223.44	$128,164.00	-0.1%
Fire/Ambulance Excise Tax	$696,657.89	$694,672.00	$875,691.00	25.7%
Total Fire Protection Fund:	**$2,655,795.89**	**$2,216,568.68**	**$2,729,455.00**	**2.8%**
Indigent Fund				
Indigent Hospital Claims	$5,243,300.98	$5,518,641.41	$5,980,129.00	14.1%
Total Indigent Fund:	**$5,243,300.98**	**$5,518,641.41**	**$5,980,129.00**	**14.1%**
Special Grant Revenue Fund				
Law Enforcement Grant	$147,500.00	$147,500.00	$150,500.00	2%
Public Safety Grant	$24,873.00	$6,822.37	$23,275.00	-6.4%
Other Grants & Contracts	$11,120,964.00	$1,833,547.51	$11,998,141.00	7.9%
Total Special Grant Revenue Fund:	**$11,293,337.00**	**$1,987,869.88**	**$12,171,916.00**	**7.8%**
DWI Protection Fund				
DWI Grant Funds	$694,890.00	$376,427.00	$657,914.00	-5.3%
Total DWI Protection Fund:	**$694,890.00**	**$376,427.00**	**$657,914.00**	**-5.3%**
Federal Grants Fund				

Name	FY2024 Amended Budget	FY2024 Actual	FY2025 Budgeted	FY2024 Amended Budget vs. FY2025 Budgeted (% Change)
C.D.B.G.	$750,000.00	$0.00	$750,000.00	0%
Local Assistance Tribal Consistency Fund	$3,930,445.00	$3,930,445.20	$0.00	-100%
Total Federal Grants Fund:	**$4,680,445.00**	**$3,930,445.20**	**$750,000.00**	**-84%**
Flood Control Fund				
Flood Control	$2,455,386.00	$1,093,071.47	$3,407,430.00	38.8%
Total Flood Control Fund:	**$2,455,386.00**	**$1,093,071.47**	**$3,407,430.00**	**38.8%**
Debt Service Fund				
Rev Bond Ds #2 (Adm/Ct)	-$621,993.11	$1,257,566.46	-$1,421,468.00	128.5%
Total Debt Service Fund:	**-$621,993.11**	**$1,257,566.46**	**-$1,421,468.00**	**128.5%**
Economic Development Fund				
Economic Development Proj	$200,000.00	$200,000.00	$150,000.00	-25%
Total Economic Development Fund:	**$200,000.00**	**$200,000.00**	**$150,000.00**	**-25%**
Opioid Settlement Fund				
Opioid Settlement Fund	$0.00	$1,128,907.74	$0.00	0%
Total Opioid Settlement Fund:	**$0.00**	**$1,128,907.74**	**$0.00**	**0%**
Capital Outlay Fund				
Emergency/Capital Outlay	$3,962,000.00	$1,700,000.00	$5,000,000.00	26.2%
Total Capital Outlay Fund:	**$3,962,000.00**	**$1,700,000.00**	**$5,000,000.00**	**26.2%**
Internal Protection Fund				
Internal Services	$68,716.00	$40,563.61	$40,564.00	-41%
Total Internal Protection Fund:	**$68,716.00**	**$40,563.61**	**$40,564.00**	**-41%**
Total:	**$62,157,041.24**	**$41,091,402.42**	**$61,840,166.89**	**-0.5%**

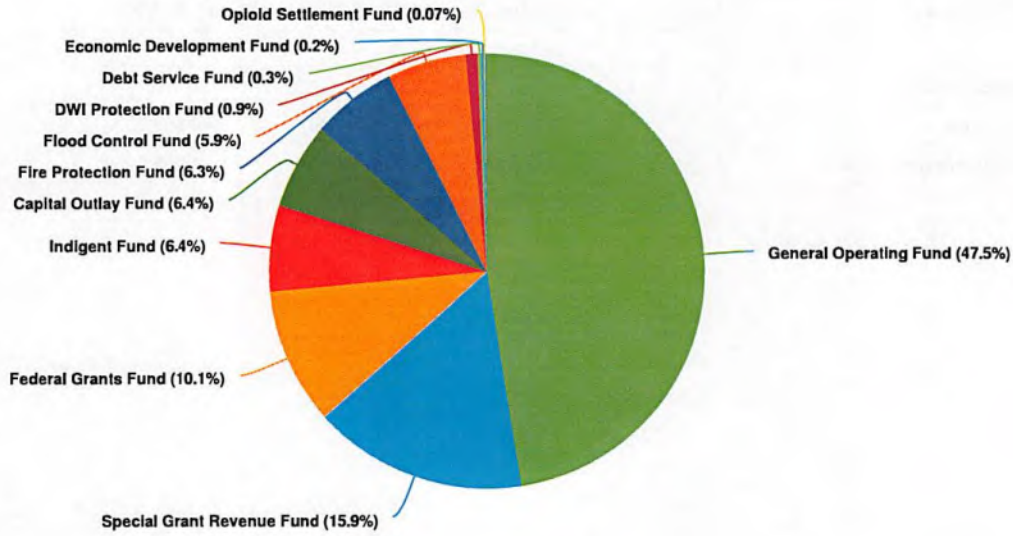
Revenues by Source

Projected 2025 Revenues by Source

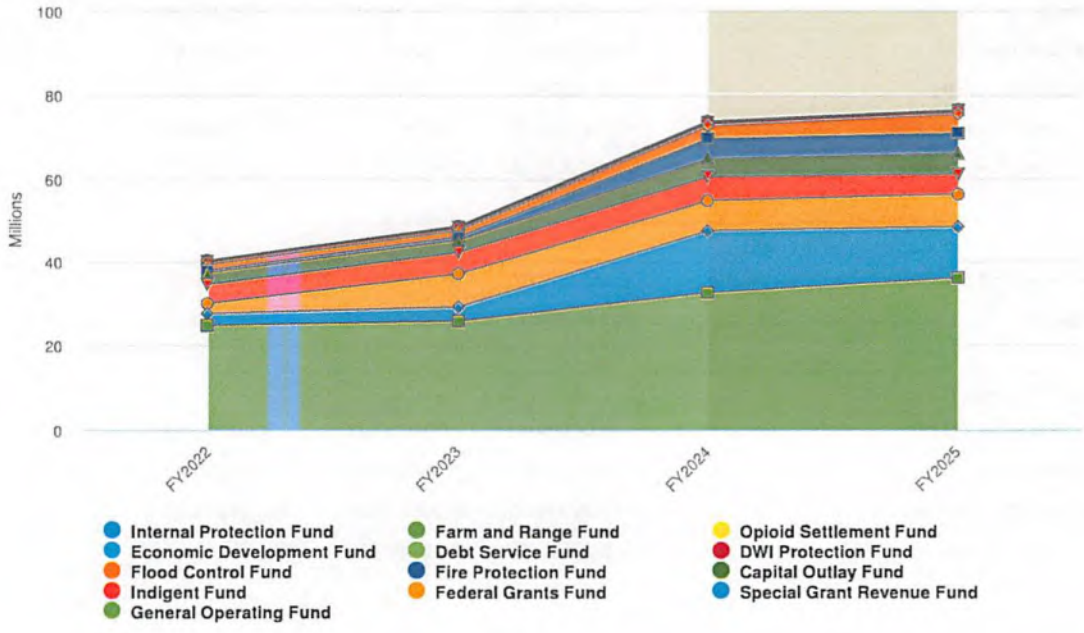


Expenditures by Fund

2025 Expenditures by Fund



Budgeted and Historical 2025 Expenditures by Fund



Grey background indicates budgeted figures.

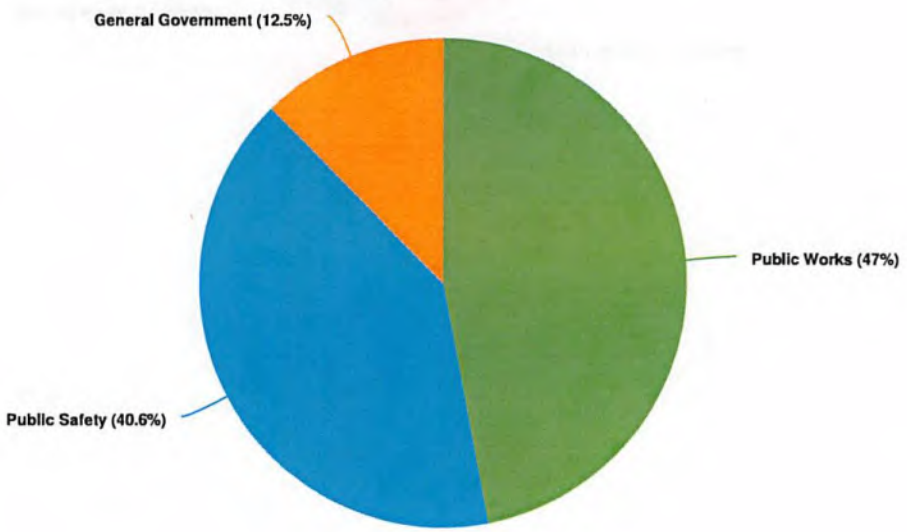
Name	FY2024 Amended Budget	FY2024 Actual	FY2025 Budgeted	FY2024 Amended Budget vs. FY2025 Budgeted (% Change)
General Operating Fund				
General Fund	$21,978,820.27	$11,643,332.05	$23,770,419.15	8.2%
Road Fund	$7,185,803.12	$2,816,779.32	$8,872,089.74	23.5%
Correction Grants	$237,096.00	$95,240.90	$267,973.89	13%
Environmental Tax	$314,114.00	$178,221.98	$293,609.20	-6.5%
County Income Fund	$452,000.00	-$505,269.67	$311,430.33	-31.1%
Road Special Construction	$100,000.00	$0.00	$100,000.00	0%
Clerk Recording & Filing	$47,366.00	$28,371.31	$115,019.00	142.8%
Property Valuation	$362,679.00	$169,185.67	$353,497.68	-2.5%
Detention Inmate Expense	$1,967,749.50	$1,050,341.54	$2,179,209.16	10.7%
Total General Operating Fund:	$32,645,627.89	$15,476,203.10	$36,263,248.14	11.1%
Farm and Range Fund				
Farm & Range Fund	$36,500.00	$0.00	$40,000.00	9.6%
Total Farm and Range Fund:	$36,500.00	$0.00	$40,000.00	9.6%
Fire Protection Fund				
Dunken Volunteer Fire Fnd	$251,483.00	$10,826.49	$159,532.00	-36.6%
East Grand Plains Volfire	$507,699.30	$133,691.97	$504,481.86	-0.6%
Penasco Volunteer Fire Fd	$233,622.00	$11,607.54	$197,642.32	-15.4%
Midway Volunteer Fire Fnd	$462,289.32	$49,686.85	$597,236.83	29.2%

Name	FY2024 Amended Budget	FY2024 Actual	FY2025 Budgeted	FY2024 Amended Budget vs. FY2025 Budgeted (% Change)
Berrendo Volunteer Fire	$438,573.00	$113,564.72	$388,774.23	-11.4%
Sierra Volunteer Fire Fnd	$463,515.86	$126,289.93	$526,178.96	13.5%
Rio Felix Volunteer Fire	$130,345.00	$22,995.11	$100,643.57	-22.8%
CC Fire Dist #8 Vol Fire	$116,564.00	$7,140.74	$82,536.70	-29.2%
Fire/Ambulance Excise Tax	$2,195,236.00	$123,465.34	$2,243,986.00	2.2%
Total Fire Protection Fund:	**$4,799,327.48**	**$599,268.69**	**$4,801,012.47**	**0%**
Indigent Fund				
Indigent Hospital Claims	$5,724,723.00	$3,318,515.34	$4,888,860.55	-14.6%
Total Indigent Fund:	**$5,724,723.00**	**$3,318,515.34**	**$4,888,860.55**	**-14.6%**
Special Grant Revenue Fund				
Law Enforcement Grant	$148,578.00	$18,579.83	$150,500.00	1.3%
Public Safety Grant	$24,873.00	$6,870.20	$23,275.00	-6.4%
Other Grants & Contracts	$14,699,979.00	$5,200,747.26	$11,991,234.00	-18.4%
Total Special Grant Revenue Fund:	**$14,873,430.00**	**$5,226,197.29**	**$12,165,009.00**	**-18.2%**
DWI Protection Fund				
DWI Grant Funds	$685,329.00	$379,655.26	$656,137.25	-4.3%
Total DWI Protection Fund:	**$685,329.00**	**$379,655.26**	**$656,137.25**	**-4.3%**
Federal Grants Fund				
American Rescue Act Fund	$0.00		$311,899.00	N/A
C.D.B.G.	$750,000.00	$0.00	$750,000.00	0%
Local Assistance Tribal Consistency Fund	$6,410,537.13	$15,630.37	$6,682,114.59	4.2%
Total Federal Grants Fund:	**$7,160,537.13**	**$15,630.37**	**$7,744,013.59**	**8.1%**
Flood Control Fund				
Flood Control	$3,049,042.00	$952,417.99	$4,526,791.28	48.5%
Total Flood Control Fund:	**$3,049,042.00**	**$952,417.99**	**$4,526,791.28**	**48.5%**
Debt Service Fund				
Rev Bond Ds #2 (Adm/Ct)	$191,925.00	$29,913.57	$200,000.00	4.2%
Total Debt Service Fund:	**$191,925.00**	**$29,913.57**	**$200,000.00**	**4.2%**
Economic Development Fund				
Economic Development Proj	$200,000.00	$150,000.00	$150,000.00	-25%
Total Economic Development Fund:	**$200,000.00**	**$150,000.00**	**$150,000.00**	**-25%**
Opioid Settlement Fund				
Opioid Settlement Fund	$0.00		$55,000.00	N/A
Total Opioid Settlement Fund:	**$0.00**		**$55,000.00**	**N/A**

Name	FY2024 Amended Budget	FY2024 Actual	FY2025 Budgeted	FY2024 Amended Budget vs. FY2025 Budgeted (% Change)
Capital Outlay Fund				
Emergency/Capital Outlay	$4,237,421.00	$2,639,599.30	$4,873,995.00	15%
Total Capital Outlay Fund:	$4,237,421.00	$2,639,599.30	$4,873,995.00	15%
Internal Protection Fund				
Internal Services	$48,172.00	$12,569.15	$35,221.00	-26.9%
Total Internal Protection Fund:	$48,172.00	$12,569.15	$35,221.00	-26.9%
Total:	$73,652,034.50	$28,799,970.06	$76,399,288.28	3.7%

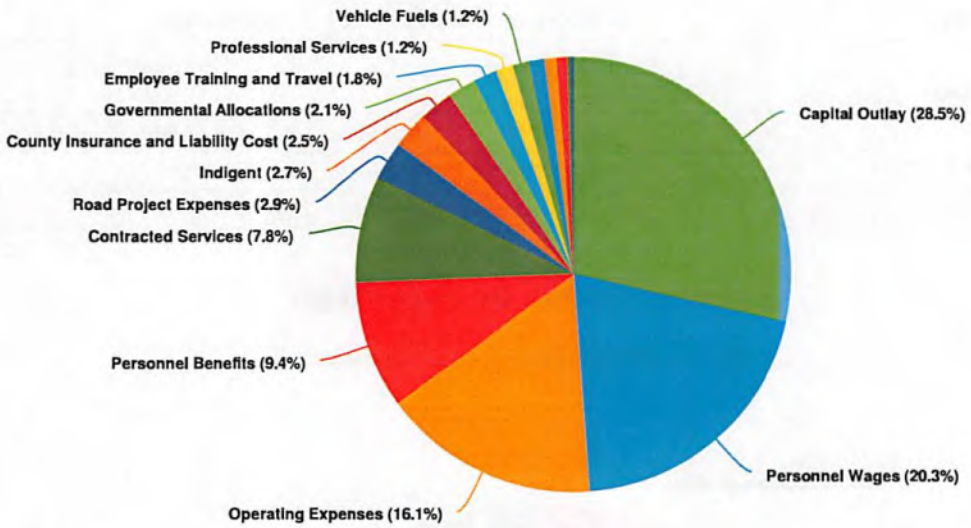
Expenditures by Function

Budgeted Expenditures by Function



Expenditures by Expense Type

Budgeted Expenditures by Expense Type



General Operating Funds

This summary page has the main operating budget for Chaves County, which oversees the major funds or services that are provided by the County.

Summary

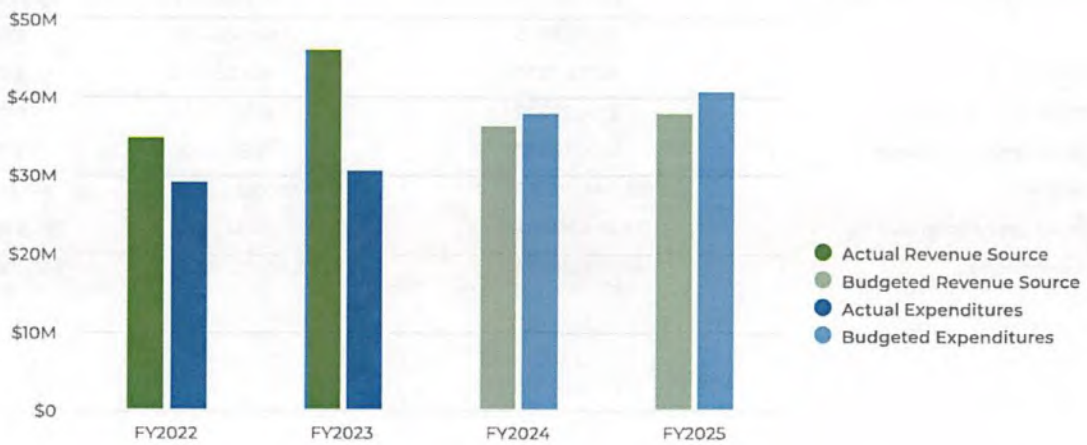
Chaves County is projecting $38.31M of revenue in FY2025, which represents a 4.3% increase over the prior year. Budgeted expenditures are projected to increase by 7.2% or $2.78M to $41.15M in FY2025.

The county of Chaves, NM has seen significant changes in its General Operating Funds fund budget over the past few years. Looking back at 2023, the actual revenues saw an increase of 32%, reaching $46,417,134. Similarly, the actual expenditures increased by 5%, reaching $30,977,285.

Moving on to 2024, the budgeted revenues were expected to decrease to $36,728,464, while the budgeted expenditures were expected to decrease to $38,370,351. These changes were not reflected in the previous year's actual figures, indicating a potential shift in the county's financial management.

Looking ahead to 2025, the county's budgeted revenues are expected to increase by 4%, reaching $38,314,356. This is a positive sign, as it shows a potential recovery from the decrease in budgeted revenues in 2024. Additionally, the budgeted expenditures are expected to increase by 7%, reaching $41,152,109. This increase in expenditures may indicate a potential increase in the county's investments and projects.

Overall, the county of Chaves, NM has seen a mix of positive and negative changes in its General Operating Funds fund budget over the years 2023 and 2024. However, looking ahead to 2025, the budgeted figures show a potential recovery and growth for the county's financial health.



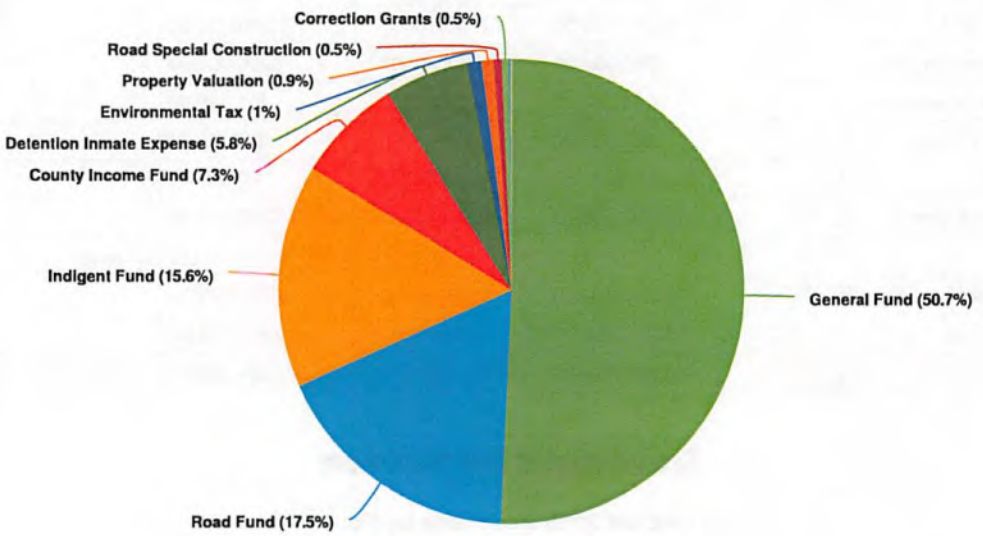
General Operating Funds Comprehensive Summary

Name	FY2024 Actual	FY2024 Amended Budget	FY2025 Budgeted
Beginning Fund Balance:	$45,797,103.00	$45,797,103.00	$51,556,760.49
Revenues			
Taxes	$22,514,601.84	$29,047,204.46	$31,133,875.89
Licenses and Permits	$348,293.91	$456,314.00	$471,147.00
Intergovernmental	$1,762,057.77	$2,157,335.00	$2,297,060.00

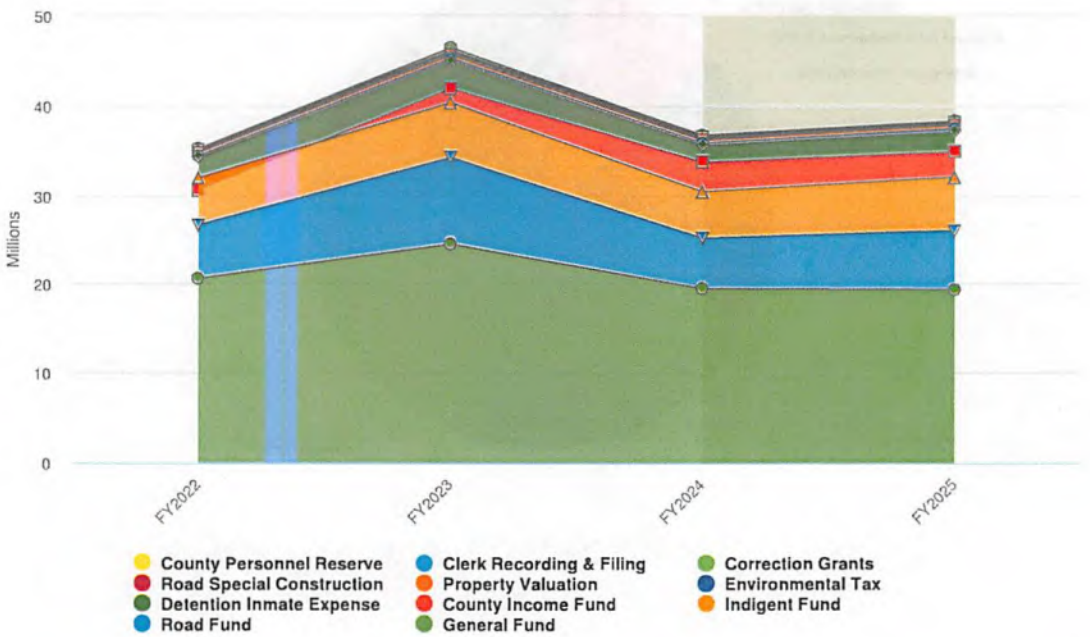
Name	FY2024 Actual	FY2024 Amended Budget	FY2025 Budgeted
Charges for Services	$323,367.07	$370,222.00	$422,559.00
Interest on Investments	$1,295,137.62	$2,580,218.00	$2,156,110.00
Miscellaneous	$2,729,968.94	$2,010,171.00	$1,988,604.00
Other Sources	$52,407.62	$0.00	$0.00
Sale of Fixed Assets	$34,147.61	$0.00	$0.00
Transfers	-$1,900,000.00	$107,000.00	-$155,000.00
Total Revenues:	**$27,159,982.38**	**$36,728,464.46**	**$38,314,355.89**
Expenditures			
Operating Expenses	$1,003,247.57	$4,326,637.50	$4,751,349.05
Personnel Wages	$7,173,832.62	$13,995,853.00	$14,491,605.68
Personnel Benefits	$2,906,132.60	$5,931,145.27	$6,819,323.17
Vehicle Maintenance	$165,929.36	$389,138.00	$415,138.00
Vehicle Fuels	$299,438.20	$705,000.00	$735,000.00
Employee Training and Travel	$128,568.96	$339,801.00	$438,859.00
Maintenance Expenses	$145,106.96	$332,269.00	$315,500.00
Professional Services	$280,396.12	$609,409.00	$545,775.00
Contracted Services	$2,661,731.73	$4,373,155.00	$4,937,788.33
Indigent	$1,707,301.94	$3,205,708.00	$2,093,397.00
Road Project Expenses	$268,290.05	$1,043,022.00	$2,247,969.00
County Insurance and Liability Cost	$794,387.66	$1,411,038.00	$1,692,002.40
Utilities	$478,319.15	$824,537.00	$779,551.06
Capital Outlay	$573,370.92	$562,503.12	$531,716.00
Governmental Allocations	$104,276.27	$137,025.00	$179,525.00
Nongovernmental Allocations	$104,388.33	$184,110.00	$177,610.00
Total Expenditures:	**$18,794,718.44**	**$38,370,350.89**	**$41,152,108.69**
Total Revenues Less Expenditures:	**$8,365,263.94**	**-$1,641,886.43**	**-$2,837,752.80**
Ending Fund Balance:	**$54,162,366.94**	**$44,155,216.57**	**$48,719,007.69**

Revenue by Fund

2025 Revenue by Fund



Budgeted and Historical 2025 Revenue by Fund



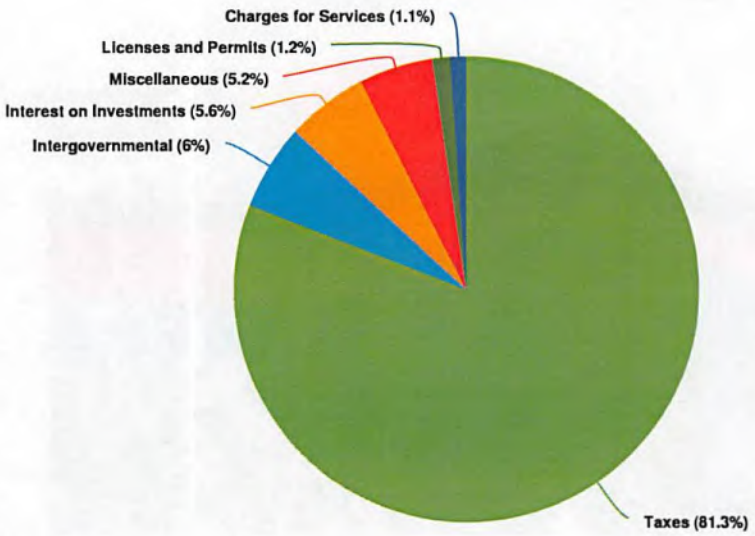
Grey background indicates budgeted figures.

Name	FY2024 Amended Budget	FY2024 Actual	FY2025 Budgeted	FY2024 Amended Budget vs. FY2025 Budgeted (% Change)
General Fund	$19,562,727.76	$14,237,909.33	$19,428,812.00	-0.7%

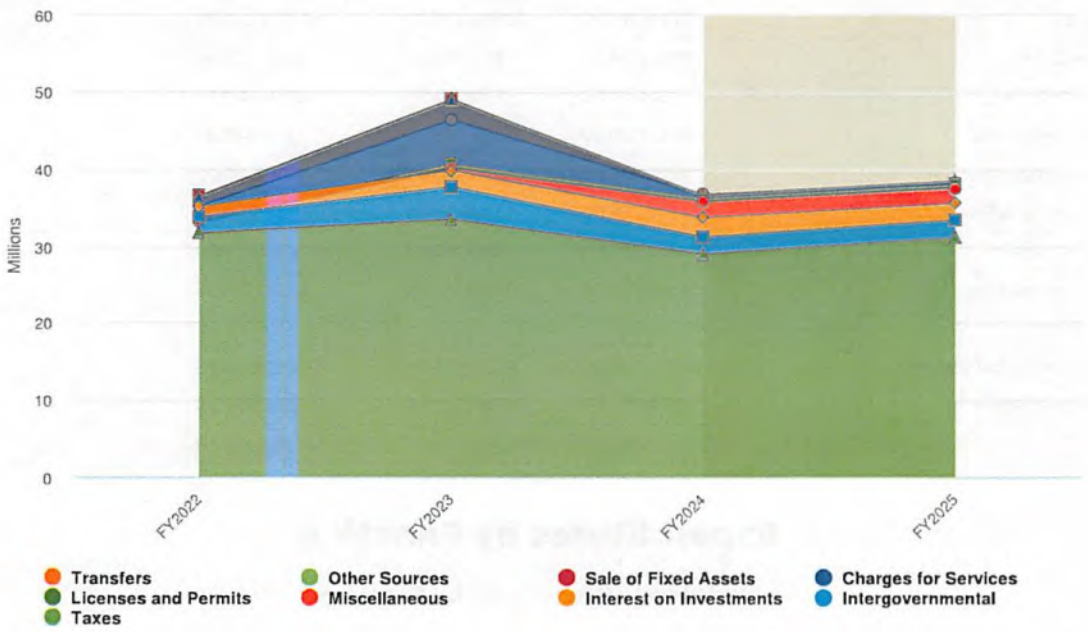
Name	FY2024 Amended Budget	FY2024 Actual	FY2025 Budgeted	FY2024 Amended Budget vs. FY2025 Budgeted (% Change)
Road Fund	$5,671,349.00	$1,093,305.05	$6,696,344.00	18.1%
Correction Grants	$219,293.00	$64,158.47	$196,658.00	-10.3%
Environmental Tax	$269,103.13	$273,651.34	$378,068.00	40.5%
County Income Fund	$3,293,682.00	$3,476,406.37	$2,802,197.00	-14.9%
Road Special Construction	$200,000.00	$200,000.00	$200,000.00	0%
County Personnel Reserve	$31,134.00	$377,467.80	$28,487.00	-8.5%
Clerk Recording & Filing	$58,222.00	$33,614.00	$44,819.00	-23%
Property Valuation	$327,302.00	$247,381.18	$327,302.00	0%
Detention Inmate Expense	$1,852,350.59	$1,637,447.43	$2,231,539.89	20.5%
Indigent Fund				
Indigent Hospital Claims	$5,243,300.98	$5,518,641.41	$5,980,129.00	14.1%
Total Indigent Fund:	$5,243,300.98	$5,518,641.41	$5,980,129.00	14.1%
Total:	$36,728,464.46	$27,159,982.38	$38,314,355.89	4.3%

Revenues by Source

Projected 2025 Revenues by Source



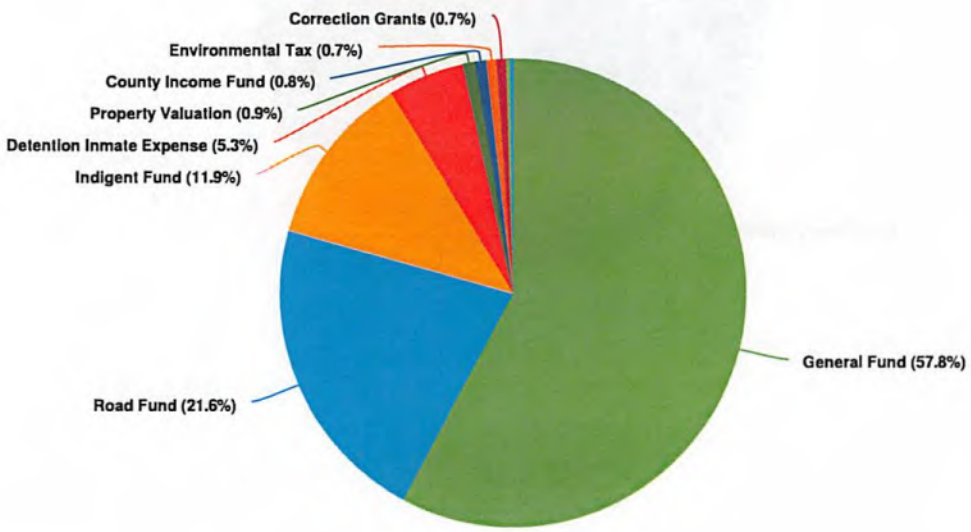
Budgeted and Historical 2025 Revenues by Source



Grey background indicates budgeted figures.

Expenditures by Fund

2025 Expenditures by Fund

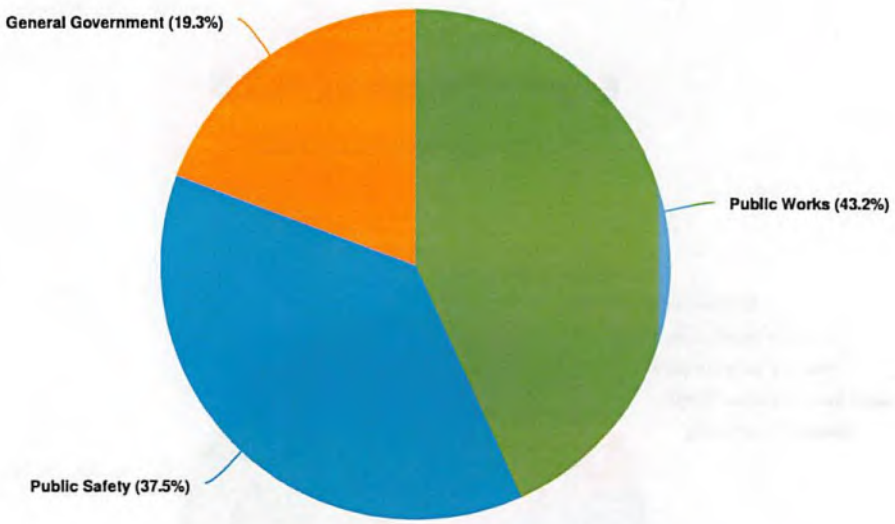


Name	FY2024 Amended Budget	FY2024 Actual	FY2025 Budgeted	FY2024 Amended Budget vs. FY2025 Budgeted (% Change)

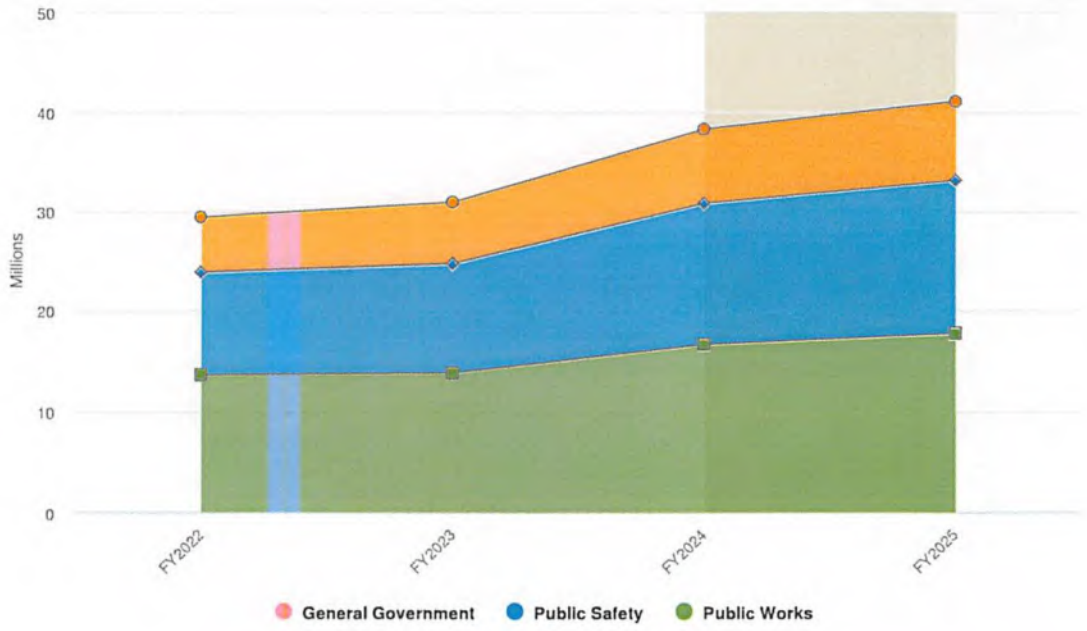
Name	FY2024 Amended Budget	FY2024 Actual	FY2025 Budgeted	FY2024 Amended Budget vs. FY2025 Budgeted (% Change)
General Fund	$21,978,820.27	$11,643,332.05	$23,770,419.15	8.2%
Road Fund	$7,185,803.12	$2,816,779.32	$8,872,089.74	23.5%
Correction Grants	$237,096.00	$95,240.90	$267,973.89	13%
Environmental Tax	$314,114.00	$178,221.98	$293,609.20	-6.5%
County Income Fund	$452,000.00	-$505,269.67	$311,430.33	-31.1%
Road Special Construction	$100,000.00	$0.00	$100,000.00	0%
Clerk Recording & Filing	$47,366.00	$28,371.31	$115,019.00	142.8%
Property Valuation	$362,679.00	$169,185.67	$353,497.68	-2.5%
Detention Inmate Expense	$1,967,749.50	$1,050,341.54	$2,179,209.16	10.7%
Indigent Fund				
Indigent Hospital Claims	$5,724,723.00	$3,318,515.34	$4,888,860.55	-14.6%
Total Indigent Fund:	$5,724,723.00	$3,318,515.34	$4,888,860.55	-14.6%
Total:	$38,370,350.89	$18,794,718.44	$41,152,108.69	7.2%

Expenditures by Function

Budgeted Expenditures by Function



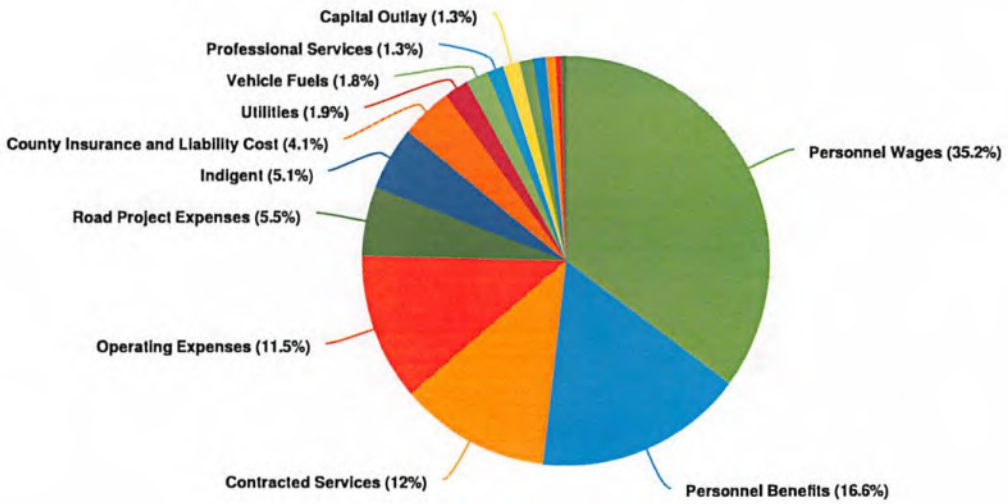
Budgeted and Historical Expenditures by Function



Grey background indicates budgeted figures.

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



DFA Dashboard Final Budget FY 2025

FUND TITLE	FUND NUMBER	UNAUDITED BEGINNING CASH BALANCE @ JULY 1	INVESTMENTS	BUDGETED REVENUES	BUDGETED TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
GENERAL FUND - Operating (GF)	101	$13,440,750	$22,352,524.54	27,514,496.00	(5,105,000.00)	$24,231,849	$33,970,922	6,057,962	$27,912,959
CORRECTION	201	$108,992	$0.00	96,658.00	100,000.00	$267,974	$37,676		$37,676
ENVIRONMENTAL GRT	202	$310,177	$0.00	$378,068	-	$293,609	$394,636		$394,636
COUNTY PROPERTY VALUATION	203	$1,345,628	$0.00	$327,302	-	$353,498	$1,319,432		$1,319,432
COUNTY ROAD	204	$1,655,869	$4,613,291.37	1,896,344.00	5,000,000.00	$8,972,090	$4,193,415	747,674	$3,445,740
EMS	206	$0	$0.00	$0	$0	$0	$0		$0
ENHANCED 911	207	$0	$0.00	$0	$0	$0	$0		$0
FARM & RANGE IMPROVEMENT	208	$350	$0.00	$40,000	-	$40,000	$350		$350
FIRE PROTECTION FUND	209	$5,565,280	$0.00	1,878,764.00	(25,000.00)	$2,557,027	$4,862,017		$4,862,017
LEPF	211	$0	$0.00	$150,500	-	$150,500	$0		$0
LODGERS' TAX	214	$0	$0.00	$0	$0	$0	$0		$0
RECREATION	217	$3,161	$0.00	$0		$0	$3,161		$3,161
INTERGOVERNMENTAL GRANTS	218	$73,739	$0.00	$11,998,141	-	$11,991,234	$80,646		$80,646
SENIOR CITIZEN	219	$0	$0.00	$0	$0	$0	$0		$0
COUNTY INDIGENT FUND	220	$1,287,337	$2,962,512.36	$5,980,129	-	$4,888,861	$5,341,118		$5,341,118
COUNTY HOSPITAL FUND	221	$0	$0.00	$0	$0	$0	$0		$0
COUNTY FIRE PROTECTION	222	$5,371,326	$0.00	845,691.00	30,000.00	$2,243,986	$4,003,031		$4,003,031
DWI PROGRAM	223	$116,935	$0.00	$657,914	-	$656,137	$118,712		$118,712
CLERK RECORDING AND FILING	225	$309,417	$0.00	$44,819	-	$115,019	$239,217		$239,217
JAIL - DETENTION FUND	226	$1,704,321	$8,143,655.62	$2,231,540	-	$2,179,209	$9,900,307		$9,900,307
AMERICAN RESCUE	260	$2,310,921		$0	-	$311,899	$1,999,022		$1,999,022
OPIOID SETTLEMENT	27000	$3,138,564		$0	-	$55,000	$3,083,564		$3,083,564
LATCF	29000	$7,620,561		$0	-	$6,682,115	$938,446		$938,446
OTHER	299	$3,044,457	$0.00	$3,430,705	-	$4,550,066	$1,925,096		$1,925,096
CAPITAL PROJECT FUNDS	300	$1,070,636	$0.00	750,000.00	5,000,000.00	$5,623,995	$1,196,641		$1,196,641
G. O. BONDS	401	$0	$0.00	$0	$0	$0	$0		$0
REVENUE BONDS	402	$624,168	$7,212,901.11	3,578,532.00	(5,000,000.00)	$200,000	$6,215,601		$6,215,601
DEBT SERVICE OTHER	403	$0	$0.00	$0	$0	$0	$0		$0
ENTERPRISE FUNDS	500						$0		$0
Water Fund		$0	$0.00	$0	$0	$0	$0		$0
Solid Waste		$0	$0.00	$0	$0	$0	$0		$0
Waste Water		$0	$0.00	$0	$0	$0	$0		$0
Airport		$0	$0.00	$0	$0	$0	$0		$0
Ambulance		$0	$0.00	$0	$0	$0	$0		$0
Cemetery		$0	$0.00	$0	$0	$0	$0		$0
Housing		$0	$0.00	$0	$0	$0	$0		$0
Parking		$0	$0.00	$0	$0	$0	$0		$0
0		$0	$0.00	$0	$0	$0	$0		$0
0		$0	$0.00	$0	$0	$0	$0		$0
0		$0	$0.00	$0	$0	$0	$0		$0
0		$0	$0.00	$0	$0	$0	$0		$0
INTERNAL SERVICE FUNDS	600	$34,416	$0.00	$40,564	-	$35,221	$39,759		$39,759
TRUST AND AGENCY FUNDS	700	$505,453	$50,000,000.00				$50,505,453		$50,505,453
GRAND TOTAL - ALL FUNDS		$49,642,458	$95,284,885	61,840,167.00	-	76,399,289.00	$130,368,221	6,805,636.42	$123,562,584

AGENDA ITEM: 20 Resolution R-24-35 Accepting Cooperative Agreement between Chaves County Flood Control and USDA, NRCS

MEETING DATE: July 25, 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Brian Houghtalin, Superintendent Flood Commission

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

Chaves County Flood Control wishes to enter into a Cooperative Agreement with the United States Department of Agriculture, Natural Resources Conservation Service (USDA, NRCS). This agreement would allow Flood control to complete a $3,727,935.23 erosion control/watershed protection project. There is a 25% price match for Flood Control of $931,983.81. Chaves County Flood Control shall be responsible for the 25% share through state appropriations or internal fund money and shall be responsible if they exceed the total amount. The USDA, NRCS share would be $2,795,951.42. Additionally, staff is requesting that the Chaves County Flood Control Superintendent, Brian Houghtalin be allowed to sign the agreement and other documents pursuant to all Chaves County rules, regulations, and SOP's for procurement, purchasing, and grant reporting and processing.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-24-35 /USDA, NRCS Agreement

SUMMARY BY: Brian Houghtalin

TITLE: Superintendent, Chaves County Flood Commission

RESOLUTION R-24-35
CHAVES COUNTY FLOOD CONTROL
PARTICIPATION IN USDA PROJECT EWP #5039
ADMINISTERED BY NATURAL RESOURCES CONSERVATION SERVICE

At a regular meeting of the Board of Chaves County Commissioners held on July 25, 2024 the following was among the proceedings:

WHEREAS, Chaves County Flood Control and the USDA, NRCS enter into a cooperative agreement; and

WHEREAS, the total cost of the project will be $3,727,935.23 to be funded in proportional share by the parties hereto as follows:

a. USDA, NRCS share shall be 75% or $2,795,951.42; and
b. Chaves County Flood Control's share shall be 25% or $931,983.81
TOTAL PROJECT COST IS $3,727,935.23

WHEREAS, Chaves County Flood Control shall be responsible for the 25% share through state appropriations or internal fund money and shall be responsible if they exceed the total amount of $3,727,935.23.

WHEREAS, IT IS THE MAJORITY OPINION OF THIS Board that the proposed budget meets the requirements as currently determined for the fiscal year 2024-2025.

NOW THEREFORE BE IT RESOLVED, in official session that Chaves County determines, resolves, and orders as follows: That the project for this Cooperative agreement is adopted and has a priority standing.

NOW THEREFORE BE FURTHER RESOLVED by Chaves County to enter Emergency Watershed Protection Program #5039 with the USDA, NRCS for FY 24-25 to plan, design, construct, and install, erosion control measures and watershed protection as detailed in the Individual Damage Survey Reports (DSR) #35-02-22-5039-001, at a location known as Corn Ranch within the control of Chaves County Flood Commission Chaves County, New Mexico.

BE IT ALSO RESOLVED that documents and agreements for this project may be signed by the Chaves County Flood Superintendent, Brian Houghtalin, pursuant to all Chaves County rules, regulations and SOP's for purchasing, procurement, grant reporting and processes

PASSED, ADOPTED, SIGNED AND APPROVED THIS 25th day of July, 2024.

BOARD OF CHAVES COUNTY
COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell Jr, Vice-Chairman

ATTEST:

Dara Dana, Member

Richard C. Taylor, Member

Cindy Fuller
County Clerk

Michael Perry, Member

NRCS-ADS-093

U.S. Department of Agriculture
Natural Resources Conservation Service

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number	2. Amendment Number	3. Award /Project Period	4. Type of award instrument:
NR228C30XXXXC012	0004	09/26/2022 - 11/30/2024	Cooperative Agreement

5. Agency (Name and Address)	6. Recipient Organization (Name and Address)
Natural Resources Conservation Service 100 Sun Avenue N.E., Suite 602 Albuquerque, NM 87109	CHAVES, COUNTY OF 1 ST MARY'S PLACE ROSWELL NM 88203-5408 UEI Number / DUNS Number: KYN3QCMBKAE7 / 076729276 EIN:

7. NRCS Program Contact	8. NRCS Administrative Contact	9. Recipient Program Contact	10. Recipient Administrative Contact
Name: KENNETH BRANCH Phone: (575) 416-3786 Email: kenneth.branch@usda.gov	Name: Lori Baker Phone: (859) 224-7360 Email: lori.baker@usda.gov	Name: Brian Houghtalin Phone: (575) 416-3786 Email: brian.houghtalin@chavescounty.gov	Name: Brian Houghtalin Phone: (575) 416-3786 Email: brian.houghtalin@chavescounty.gov

11. CFDA	12. Authority	13. Type of Action	14. Program Director
10.923	33 U.S.C. 701b-1, PL 117-58	Amendment/Revision	Name: Brian Houghtalin Phone: (575) 416-3786 Email: brian.houghtalin@chavescounty.gov

15. Project Title/ Description: EWPP - Roswell, NM. DSR 35-02-22-5039-001. Erosion control due to Corn Ranch/Roswell flood event. IJAE funding.

16. Entity Type: D = Special District Government

17. Select Funding Type

Select funding type:	☒ Federal	☒ Non-Federal
Original funds total	$1,860,000.00	$620,000.00
Additional funds total	$935951.42	$311983.81
Grand total	$2,795,951.42	$931,983.81

18. Approved Budget

Personnel	$0.00	Fringe Benefits	$0.00
Travel	$0.00	Equipment	$0.00
Supplies	$0.00	Contractual	$0.00
Construction	$2,795,951.42	Other	$0.00
Total Direct Cost	$2,795,951.42	Total Indirect Cost	$0.00
		Total Non-Federal Funds	$931,983.81
		Total Federal Funds Awarded	$2,795,951.42
		Total Approved Budget	$3,727,935.23

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative	Signature	Date
J. Xavier Montoya, Acting State Conservationist	Juan Xavier Montoya Digitally signed by Juan Xavier Montoya Date: 2024.05.15 10:12:31 -06'00'	
Name and Title of Authorized Recipient Representative	Signature	Date
Brian Houghtalin, Superintendent		5/14/2024

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Please note that any narrative below should be considered in addition to the original Statement of Work, as well as any prior amendments.

Purpose

The purpose of this amendment is to increase the amount of funding as shown on NOA and the updated budget narrative section and to update the Milestones.

Except as provided herein, all other terms and conditions of the original agreement and any previous amendments remain unchanged and in full force and effect.

Objectives

The are no changes to this section from the original Statement of Work.

Budget Narrative

The below Budget Narrative replaces the Budget Narrative in the original agreement
The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award. Amounts included in this budget narrative are estimates. Reimbursement or advance liquidations will be based on actual expenditures, not to exceed the amount obligated.

A. The estimated costs for the Project as amended:

1. Total Amended Estimated Project Budget (Construction): $3,727,935.23 (increase of $1,247,935.23).

The amended budget includes:

Financial Assistance (FA) Costs:
Construction Costs:
NRCS (75% Construction): $2,795,951.42 (increase of $935,951.42)
Sponsor (25% Construction): $931,983.81 (increase of $311,983.81)

2. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. Financial Assistance for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs in compliance with the requirements of the NRCS State Conservation Engineer approved and provided plans and specifications, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

3. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any non-cash materials or services and in-kind contribution shall be agreed to in writing prior to implementation in the Plan of Operations. The PO describes the planned activities, the Sponsor's hourly rate of labor and the hourly rate of equipment to be used in reimbursement computations. Value of purchased material costs, rental equipment costs and contracted services costs will be actual costs as documented by paid receipts. The cost of in-kind material contributions, such as rock provided by a sponsor owned quarry, will be valuated and justified without including profit.

Responsibility of the Parties

The are no changes to this section from the original Statement of Work.

Expected Accomplishments and Deliverables

There are no changes to this section from the original Statement of Work.

Resources Required

There are no changes to this section from the original Statement of Work.

Milestone

This section is revised to reflect the updated Milestones.

1. Date of estimated completion of construction: end date of the period of performance

2. Complete closeout-out activities: within 120 days after project completion

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html

AGENDA ITEM: 21

R-24-036 Resolution Opposing the Expansion of the Muleshoe NWR

MEETING DATE: July 25, 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: County Manager

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

This resolution opposes the proposed land protection plan and environmental assessment for the Muleshoe National Wildlife Refuge, which would establish an acquisition boundary of 7,000,000 acres in several Texas and New Mexico Counties, including Chaves County.

There was no appropriate communication or notice with the landowners, citizens, county, or state elected officials. Most entities learned of the US Fish and Wildlife Service's plans in June of 2024 after the completion of the plan.

Staff Recommends Approval

SUPPORT DOCUMENTS: R-24-036

SUMMARY BY: William B. Williams

TITLE: County Manager

R-24-036

RESOLUTION OPPOSING THE PROPOSED LAND PROTECTION PLAN AND ENVIRONMENTAL ASSESSMENT FOR THE MULESHOE NATIONAL WILDLIFE REFUGE

WHEREAS, Chaves County is a legal and political subdivision of the State of New Mexico for which the Board of County Commissioners is authorized to act; and

WHEREAS, Chaves County contains approximately 3,881,600 acres of land in Southeastern New Mexico; the Federal government lays claim to, at least, 1,216,379 acres (31.33%) of land within the County's jurisdiction; and

WHEREAS, the health, safety, welfare, economic condition, and culture of the County, its businesses, and its citizens depend on private land ownership and the use of the resources within the County; and

WHEREAS, the U.S. Fish and Wildlife Service (USFWS) has prepared a Land Protection Plan (LPP) and Environmental Assessment with the intent of establishing an acquisition boundary (also referred to as a Conservation Partnership Area) for Muleshoe National Wildlife Refuge within the jurisdiction of several Texas and New Mexico counties, including Chaves County; and

WHEREAS, many of Chaves County's businesses and citizens are involved in, or otherwise, depend on industries that utilize private lands and their resources, including, but not limited to, agriculture crop production, electrical production and plants, oil and gas exploration and production, livestock grazing, recreational development, hunting, fishing, and other outdoor recreation; and

WHEREAS, these industries are important components of Chaves County and the State of New Mexico economies and are major contributors to the economic and social wellbeing of the county and its citizens; and

WHEREAS, the USFWS claims in March of 2022, they "distributed an informal scoping pamphlet by mail and electronically, invited input, questions, and feedback on the development of the LPP claiming the feedback from local landowners and stakeholders was uniformly positive and seeking clarification on how the process works and indicating eagerness to participate if the plan is finalized."; and

WHEREAS, the U.S. Fish and Wildlife Service prepared and issued the Land Protection Plan and Environmental Assessment for the Muleshoe National

Wildlife Refuge in February 2023, but failed to provide notice or include Chaves County in any of the planning processes; and

WHEREAS, most landowners, citizens, and Chaves County officials were first informed of the completed LPP in June 2024; and

WHEREAS, the Service is proposing a 7,000,000-acre acquisition boundary for the LPP for the Muleshoe, and Grulla National Wildlife Refuges in West Texas and Eastern New Mexico called the Conservation Partnership Area; and

WHEREAS, within the 7,000,000-acre footprint the Service desires to acquire 700,000 acres in fee-title or conservation easements in perpetuity, there are an undetermined number of acres, in Chaves County, designated in the LPP as Priority Area; and

WHEREAS, the total number of acres that are included within specific Texas and New Mexico counties are unknown, and the economic impact to the area is uncertain since the USFWS has failed to provide any maps showing the actual boundaries of the intended acquisitions; and

WHEREAS, counties in Texas and New Mexico have no way of knowing how many acres of land the USFWS intends to directly acquire, or dictate usage of, because they never provided notice, or coordinated its plans with the counties; and

WHEREAS, conservation easements in perpetuity reduce the tax value of the land by an average of 40 percent, and federal lands are exempt from taxation; and

WHEREAS, payments made to counties through Payments in Lieu of Taxes are drastically lower than property taxes imposed upon private landowners, and consistent payments are not made to counties by the Federal government; and

WHEREAS, lands held in conservation restrict or eliminate the productive uses from the land that fuel the local economy supporting our schools, hospitals, emergency services, roads, and other necessary services; and

WHEREAS, although no parcels of land have been acquired, once approved, the Service will require a separate consultation under Section 7 of the Endangered Species Act for each potential parcel adding a tremendous burden to the citizens of Chaves County and additional losses to the County; and

WHEREAS, conservation easements held by the Refuge will be enforced by Federal Wildlife Officers and the landowners will be subject to civil or criminal charges, and these agreements will encroach on Chaves County law enforcement authority; and

WHEREAS, the LPP is considered by the Service as fulfilling President Biden's "America the Beautiful" plan, better known as the "30x30 Land Grab" and will be administered under the National Wildlife Refuge System; and

WHEREAS, the LPP will increase federal holdings within the jurisdiction of Chaves County, reducing the number of acres of private property, thereby reducing the tax base which funds our schools, hospitals, roads, law enforcement, water conservation districts and other public infrastructure.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Chaves County, New Mexico as follows:

1. Chaves County finds the creation of the Conservation Partnership Area expanding the Muleshoe National Wildlife Refuge is in conflict with Chaves County's policies and objectives as described in the Chaves County Comprehensive Plan, and it will result in substantial loss of private property and economic security.

2. Chaves County finds that the USFWS failed to provide notice and coordinate the Land Protection Plan & Environmental Assessment for the Muleshoe National Wildlife Refuge with the County.

3. Chaves County directs all County agencies and departments to withhold all approvals, permits, funding or other permissions that may be required for the Service to acquire or manage fee-title lands, or an interest in lands such as a conservation easement, within the County until such time as the USFWS coordinates the LLP with the County to the satisfaction of the County.

4. Chaves County perceives this as nothing more than another attempted federal agency overreach to fulfill the goals of the 30x30 land grab which was re-branded as "America the Beautiful".

NOW THEREFORE, BE IT FURTHER RESOLVED, the Board of Chaves County Commissioners shall send a copy of this resolution to the New Mexico Game and Fish, Texas Parks and Wildlife, the U.S. Fish and Wildlife Service, and our State and Federal Legislative officials.

DONE THIS 25th day of July 2024, at Roswell, Chaves County, New Mexico

BOARD OF CHAVES COUNTY COMMISSIONERS

_____
Jeff Bilberry, Chairman

_____
T. Calder Ezzell Jr, Vice-Chairman

ATTEST:

_____
Dara Dana, Member

_____
Richard Taylor, Member

_____
Cindy Fuller
County Clerk

_____
Michael Perry, Member

Item # 22

Award Recommendation for RFP-25-01 – Inmate Medical Services to Roadrunner Health Services, Inc

Meeting Date: 07/25/2024

STAFF SUMMARY

REQUESTED BY: Analicia Nieto, Purchasing Director

ACTION REQUIRED: Award RFP-25-01 Inmate Medical Services

SUMMARY: Chaves County received 2 proposals in response to our Inmate Medical Service RFP. Both proposals were considered responsive to required documentation submittals and were passed on to an evaluation committee. The evaluation committee conducted reviews of both proposals and has recommended an award to **Roadrunner Health Services, Inc**. If approved for the award, an agreement will be on the agenda for consideration at the August Commission meeting. Staff recommends approval.

SUPPORT DOCUMENTS: Notice of Intent to Award Letter
Evaluation Summary

Submitted by: Analicia Nieto, CPO
Title: Purchasing Director

RFP SUMMARY

RFP #: RFP-25-01

COMMODITY: Inmate Medical Services

USER DEPARTMENT(S): Chaves County Adult Detention

SPECIFICATIONS BY: Michael Brisco, Jeff Ortega

ADVERTISED: June 2, 2024 in the Roswell Daily Record.

ADDENDA ISSUED: Two

OPEN DATE: June 25, 2024

SPECIFIC DESCRIPTION: This is a request for proposals for Inmate Medical Services.

	Total	**Experience / Expertise**	**Past History / References**	**Approach to Scope of Services**	**Financial Stability**	**General Response**	**Price Proposal**
Supplier	**/100 pts**	**/ 20 pts**	**/ 15 pts**	**/ 25 pts**	**/ 10 pts**	**/ 5 pts**	**/ 25 pts**
Roadrunner Health Services, LLC	83.1	16.7	12	21	7	4.6	21.8
CorrHealth	67	14.4	11.2	18	4.2	3.6	15.6

PURCHASING DEPARTMENT
PO Box 1817
Roswell, NM 88202-1817
Phone: 575-624-6615
Fax: 575-624-6631

Purchasing Director
Analicia Nieto, CPO

COMMISSIONERS
Dara Dana · District 1
T. Calder Ezzell Jr. · District 2
Jeff Bilberry · District 3
Richard Taylor · District 4
Michael Perry · District 5

County Manager
William B. Williams

July 12, 2024

Roadrunner Health Services
Attn: David Montoya
4320 The 25 Wat Ste 400
Albuquerque, NM 87109

Sent via email: roadrunnerhealthservices@outlook.com

NOTICE OF INTENT TO AWARD
RFP-25-01 Inmate Medical Services

Greetings,

Chaves County received two responsive proposals for RFP-25-01 Inmate Medical Services. The evaluation committee has completed their review of both proposals and staff will recommend **Roadrunner Health Services, LLC** for award to the Chaves County Board of Commissioners on July 25th, 2024 at 9:00am in the Commission Chambers located at #1 St. Mary's Pl., Roswell, NM 88203.

A few of the key evaluating factors included experience, past history, financial stability, the approach to the scope of services, and price.

If approved for award by the Chaves County Board of Commissioners, contract execution will begin, and an agreement will be due to be presented at the August 2024 Commission meeting.

In accordance with Section 13-1-172 NMSA 1978, any Bidder who is aggrieved in connection with the solicitation of a contract or the award of a contract may protest to the Chief Procurement Officer. The protest must be submitted ***in writing within fifteen (15) calendar days*** *after knowledge of the facts or occurrences giving rise to the protest. The protest letter shall include the name and address of the protestant, the solicitation number, and a statement of the grounds for protest, including appropriate supporting exhibits.*

Sincerely,

Analicia Nieto
Purchasing Director, CPO

CC: Bid File
Offerors

Item # 23 Request for Out-Of-State Travel

Meeting Date: July 25, 2024

STAFF SUMMARY

REQUESTED BY: Bill Williams
County Manager

ACTION REQUIRED: Ratify Request

SUMMARY:

Bill Williams is requesting approval for out-of-state travel for Michael Brisco who attended the Decriminalizing Mental Illness Meeting held in Miami, Florida on June 12 thru June 14, 2024.

Chairman Bilberry gave telephonic approval for the travel, as well as for the use of his signature stamp.

Staff recommends ratification of this out-of-state travel request.

SUPPORT DOCUMENTS:

Submitted by: Bill Williams

Title: County Manager

CHAVES COUNTY
REQUEST FOR LEAVE

EMPLOYEE #: 2672 EMPLOYEE NAME: Brisco, Michael

DEPT: Detention Center

Note: ***Please do not inter-mix pay periods.*** *(If you are reporting more than one day, please make sure they fall within the same pay period) Only* ***use Leave Codes listed below****. If time reported is for FMLA, please check "YES" in the space provided below.*

LEAVE CODE*	BEGINNING DATE & TIME	ENDING DATE & TIME	TOTAL HOURS
Train/Travel	6/12/2024	6/14/2024	24.0

*Leave Codes: **Vacation** **Trn/Trvl** *(attach agenda)* **Personal**
Sick *(including funeral)* **Jury** *(attach attendance record)* **Paid Admin. Leave**
Military *(attach schedule)* **ABS** **Unpaid Admin. Leave**
W/C (*Workers Compensation***)**

- Does the vacation hours being requested qualify for the 40-consecutive hour rule (Personnel Policy, Section 9.5)?

  Yes ☐ No ☒

- Are these hours to be applied towards FMLA entitlement? If yes, forward copy of leave form to Human Resources.

  Yes ☐ No ☒

Employee Signature

6/10/2024
Date

Supervisor Signature

6/11/24
Date

OUT-OF-STATE TRAVEL MUST RATIFY CHAIRMANS APPROVAL @ JULY BOC

COMMENTS: Decriminalizing Mental Illness: The Miami Model

AGENDA ITEM: 24

Waive road cut fee for Berrendo Cooperative Water Users Association, Inc

MEETING DATE: July 25, 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Alex Palomino, Public Services Director

ACTION REQUESTED: Approval to Waive Fee for Road Cut

ITEM SUMMARY:

The Chaves County Right-of Way Use Permit Ordinance requires that road pavement excavations in excess of 24" be approved by the Chaves County Board of Commissioners. Normally, this would be done prior to an excavation however, on January 8, 2024 Berrendo Cooperative Water Users Association, Inc. was forced to perform emergency repairs to a ruptured waterline. The line at 108 Sacaton & Gramma Roads required emergency repair and required a 60 Sq. Ft. road cut resulting in a $2,040.00 fee. The road was repaired as per Ordinance #44 requirements, and were inspected by the Chaves County Road Department, Angelo Gurule. Berrendo Water Cooperative has a franchise agreement with Chaves County and they provide a valuable service to the residents of Chaves County.

Staff recommends waiver of road excavation fees.

SUPPORT DOCUMENTS: Fee schedule from Ordinance #44, permit applications

---

SUMMARY BY: Alex Palomino

TITLE: Public Services Director

CHAVES COUNTY
1 SAINT MARY'S PL
ROSWELL, NM 88203-5400
(575) 624-6620

Invoice No. 2122-97

INVOICE

Customer

Name BERRENDO WATER
Address 2004 E. 19TH ST.
City ROSWELL State NM ZIP 88201
Phone

Misc

Date 1/8/2024
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	PERMIT #2547	$ 2,040.00	$ 2,040.00
	1- 60 sq ft Road cut		$ -
		SubTotal	$ 2,040.00
		Shipping	
		Tax Rate(s)	
		TOTAL	$ 2,040.00

Payment Select One...

Comments
Name
CC #
Expires

Office Use Only: RDRPS

Please make payment to: P.O. BOX 1597, Roswell, NM 88202-1597

Thank you.

3 Copies – Applicant, Road Department, Finance Department

UTILITY COST NOTIFICATION

Chaves County Right-of-way use Permit

Date 1-8-24

Applicant Berrendo Water Address 2004 E 19TH

Roswell NM 88201

Permit Fee $ 2,040.00 Permit Number 2547

1- 60 sq ft Road cut

Agent

Printed by AOP Inc. • (575) 624-2700 • AOP #18018

PERMIT FOR INSTALLATION OF UTILITIES ALONG PUBLIC ROADS

TO: CHAVES COUNTY BOARD OF COMMISSIONERS
c/o Chaves County Road Department – Attn: Angelo Gurule
1505 E. Brasher Rd.
Roswell, NM 88203

Permit No. 2647

APPLICATION is hereby made by: Elizabeth Drabek

Date: January 2, 2024

Berrendo Cooperative Water Users Association.
2004 E. 19th Street. Roswell, NM 88201
575-623-7665
Email: Berrendowua@gmail.com

for permission to locate, install and maintain a Water Line Repair

for the purpose of Water Distribution

along or across the following described public road: Please see attached map.

Location: 108 Sacaton & Gramma Road

THE UNDERSIGNED APPLICANT RESPECTFULLY SHOWS:

1. That the applicant will at all times indemnify and save harmless the County of Chaves and all governmental subdivisions and all boards, officers, and employees thereof from any and all claims of every kind or character caused by or incident to the construction, location, maintenance, or condition of said Water Line Repair and will promptly reimburse the County and all such subdivisions, boards, officers, and employees for any and all cost and expenses incurred by them or any of them in resisting any such claim or claims.

2. That if by reason of any change in the location, construction or grade of the public road upon which any portion of said Water Line Repair is constructed, or by reason of changing traffic conditions or otherwise, it shall become advisable in the opinion of the Board of County Commissioners that said _____ should be removed or relocated, the Applicant, upon receipt of written instructions from the Board of County Commissioners, will remove said Water Line Repair or change its location in such a manner as the Board of County Commissioners may approve, without expense to the County.

3. That said Water Line Repair will at all times be kept in good repair, free from leaks or breaks of any kind, which may injure the public road or inconvenience the traveling public.

4. That Chaves County Ordinance No. 44 (by reference) shall be incorporated in this agreement and that the Applicant shall fully comply with said Ordinance while performing any and all work associated with this permit.

5. That following completion of any and all work involved in the installation and maintenance of utilities along the public road, Applicant stipulates and agrees that the property shall be returned to its original condition or better.

6. That the approval of the proposed construction of said Water Line Repair as applied for and aforesaid shall not be construed as granting any title or easement to any property of the County of Chaves.

7. That if the Applicant should at any time fail to promptly and fully perform all of the obligations imposed upon him, the Board of County Commissioners may, at their option, cause the same to be fully carried out and performed, and the Applicant will promptly reimburse the Board of County Commissioners for all costs and expenses incident thereto.

8. That the Board of County Commissioners of Chaves County, or their designee or employee, shall have the right to inspect all work performed by Applicant in the installation and maintenance of the utility along the public road. Said right of inspection shall include the right to approve or disapprove of the work being performed, the authority to order that

all work involving the installation or maintenance of utilities along a public road ceases until such time as the Applicant shall bring the installation or maintenance into compliance with the reasonable request of the County, and shall further include the right to order additional work to be performed to return the property affected by the installation or maintenance of utilities to its original condition.

9. This agreement shall be binding upon any contractors, subcontractors, the successors and assigns of the Applicant.

10. The granting of approval of the proposed construction so applied for, either in accordance with said application or pursuant to any modification thereof which is accepted by the Applicant, shall constitute an acceptance of this agreement by the Board of County Commissioners, and order the same as a binding contract.

11. The Applicant proposes to commence the work applied for with this permit on or about 01.02.2024 and estimates the work to be fully completed in 01.02.2024 calendar days after commencement.

12. The authority to perform any work in any County street or road right-of-way shall terminate ninety (90) calendar days after the date of approval of this permit, unless a written request for extension of the termination date has been filed with and approved by the Chaves County Road Operations Director.

13. Witness whereof said Applicant has caused these presents to be executed by its duly authorized officers on this 8 day of Jan, 2024.

(Please enclose plat)

BY: Mike Brumlow

TITLE: Service Manager

APPROVAL OF THIS PERMIT IS HEREBY GRANTED (OR DENIED) THIS 8 DAY OF Jan, 2024.

RECOMMENDED FOR APPROVAL BY:

PROJECT SUPERVISOR

BOARD OF COUNTY COMMISSIONERS

CHAIRMAN

APPROVED BY:

1/08/24

ROAD OPERATIONS DIRECTOR

2) Low strength fast fix flowable fill (L.S. Four F) shall consist of an appropriate amount of cement (locally known as ½ sack) mixed with mortar sand to flow and fill all voids in the excavation. This fill shall develop a compressive strength of 1120 pounds per square foot (7.8 psi) one hour after placement, and a 28-day compressive strength within the range of 25 to 100 psi. The material must be such that it can be capped in one and one-half (1.5) to two (2) hours.

H. The results from compaction tests shall be supplied to the County within three days of the backfill work completion. In the event the compacted backfill fails to meet the density requirements of this Section or otherwise fails as evidenced by settlement of the trench or excavation the County may order the faulty backfill material removed, replaced and recompacted to the required density specified herein; and the County may also order the replacement of all pavement destroyed or damaged as a result of the backfill failure settlement. The cost incurred by the County shall be paid by the permittee.

SECTION X – INSPECTIONS

A. The County may make such inspections as are reasonably necessary in the enforcement of this Ordinance.

B. Acceptance or approval of ditching, excavation, backfilling, and restoration of surface by the County does not prevent the County from asserting claim against the permittee for incomplete or defective workmanship or materials. The presence of a representative of the County during the performance of the work does not relieve the permittee of his responsibilities hereunder.

C. The permittee or his/her representative, subcontractor, shall have a copy of the permit on site at all times during construction for review by the Road Superintendent or his representative.

SECTION XI – FEES

A. The fees will cover the permit, plan checking, and inspection.

B. The amount of the permit fee will be computed as follows:
   1. There shall be a minimum fee for each permit in the amount of $50.00. This includes one installation up to ten feet long, off of the traveled roadway.

   2. Each additional foot of underground installation in a County maintained right-of-way shall be calculated as follows (based on project total feet):

      a. 0 feet to 1,000 feet maximum at $0.50 per foot.
      b. 0 feet to 2,000 feet maximum at $0.40 per foot.
      c. 0 feet to 5,000 feet maximum at $0.30 per foot.
      d. 0 feet to 10,000 feet maximum at $0.20 per foot.
      e. Over 10,000 feet at $0.10 per foot.
      f. Installations in a non-maintained right-of-way shall not be assessed an additional fee in excess of the minimum permit fee.

3. Each additional foot of aerial installation at $0.10 per foot.
4. Each excavation of a non-paved, maintained roadway at $120.00 each.
5. Each jacking and boring under a maintained roadway at $50.00 each.
6. Any excavation of a paved roadway at $1,100.00 each.
7. Excavations over Six (6) inches up to eighteen (18) inches $1500.00 each.
8. Excavations over Eighteen (18) inches to twenty-four (24) inches $1800.00 each.
9. Excavations over twenty-four (24) inches by Board of Commissioners approval only.

C. Payment shall be made in the form of a check, money order, or draft made payable to Chaves County.

D. The County reserves the right to waive the fees on aerial crossing provided the crossing does not effect the right-of-way.

E. The County reserves the right to waive fees for entry into a substructure opening.

F. A request for waiver of fees must take place prior to commencing work, except in the case of emergency repairs where it must be requested at the next meeting of the Chaves County Board of Commissioners.

SECTION XII – DOUBLE FEES

Where work for which a permit is required is started prior to obtaining a permit, the fees specified above shall be doubled, but the payment of such doubled fees shall not relieve any persons from full compliance with the requirements of this Ordinance in the execution of the work nor from any other penalties provided by law.

SECTION XIII – PENALTY

In addition to any liability imposed by law, any person who shall violate the provisions of this Ordinance may, upon conviction, be punished by a fine of not more than $300.00 or by imprisonment in the County jail not to exceed ninety (90) days, or to both such fine and imprisonment in the discretion of the judge. Each day of violation shall be considered a separate offense.

SECTION XIV – REGULATIONS

The County may promulgate such rules and regulations as may be required to implement this Ordinance.


Chaves County Parcel Viewer
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Gramma Ave
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Cactus Ave
Sacaton St
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Chaves County Assessors, Maxar, Microsoft | NM911 Program | Esri Community Maps Contributors, New Mexico State University, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, U...
Powered by Esri

AGENDA ITEM: 25

Permission to Publish for Updates to Ordinance #8 Chaves County Personnel Policy

MEETING DATE: July 25, 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Emma Dominguez, HR Director

ACTION REQUESTED: Permission to publish for a Public Hearing

ITEM SUMMARY:

Request to publish for a public hearing to be held on August 15, 2024, at 9:00 AM, to amend Ordinance #8, creating Revision No. 23. These revisions, if approved, would update Ordinance #8 Revision No. 23, referred to as the Chaves County Personnel Policy. The revisions would update and clarify multiple areas of the Personnel Policy.

Staff recommends approval.

SUPPORT DOCUMENTS:

SUMMARY BY: Emma Dominguez

TITLE: HR Director

AGENDA ITEM: 26

Out of State Travel

MEETING DATE: July 25, 2024

Orlando, Florida -2024 National School Safety Conference

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Sheriff Mike Herrington

ACTION REQUESTED: Approval of Out of State Travel

ITEM SUMMARY:

The Chaves County Sheriff's Office is requesting permission for travel on 07/27/24 – 08/03/24 for Olivia Padilla to attend the 2024 National School Safety Conference for SRO. This training along with airline travel and per diem was paid for by the RISD as a reimbursable agreement to the deputy attending SRO School.

No cost was charged to the County other than her normal salary for class room time and travel.

SUPPORT DOCUMENTS:

SUMMARY BY: Janet M. Garcia

TITLE: Sheriff's Administrator



20th Annual National School Safety Conference

Attendee Registration Information

Early Discounted Registration-Prior to 4/1/24

ATTENDEE.....$550

MULTI-ATTENDEE.....$500
MORE THAN 5 FROM SAME AGENCY

Regular Registration-After 4/1/24

ATTENDEE.....$650

MULTI-ATTENDEE.....$600
MORE THAN 5 FROM SAME AGENCY

Cancellation Fee: Any attendee or exhibitor cancellations prior to 4/1/24 will receive 50% of their registration fee. Cancellations after 4/1/24 will not receive a refund but allowed to substitute attendees without a fee. A $25 administrative fee is assessed to all cancellations.

Stronger Together: Uniting to make our schools safer

Discover **the latest innovations and best practices in securing our schools and universities**



SUNDAY JULY 28, 2024

8am-4pm Optional Session (extra fee) - Investigative Threat Assessment Process Certification Course

4pm-6pm Early VIP Pool Sponsored Pool Reception – Networking & Attendee Meet & Greet

MONDAY JULY 29, 2024

8am-11am Attendee Registration

11am-3pm Exhibitor Registration & Set up

11am-3pm Pre-Con Session I - Safeguarding Futures "From Early Intervention to Behavioral Threat Management" Sponsored By Raptor Technologies

11am-3pm Pre-Con Session II – Online Threats & Swatting
Chief Timothy Enos, Sarasota School Police

3pm-6pm Exhibit Hall Open & Networking Reception

TUESDAY JULY 30, 2024

7am-5pm Attendee Registration & Conference Office Open

8am-4pm Exhibit Hall Open

8am-10am National School Safety & DARE Opening Ceremonies

10am-12pm Keynote Presentation – "The Game-Winning 3"
Mr. Dave Davlin
This presentation is an hour of interaction, humor, audience participation mixed with a powerful message. It is a roller coaster ride of emotion that will find the audience engaged in hilarious laughter one moment and brought to tears the next.The audience will be challenged to make the most of every moment to develop themselves personally and professionally while creating value and making a difference in the lives of others.

12pm-1pm Lunch (on your own)

1pm-2pm Keynote Presentation – "The Practice of Leadership in the Educational Setting"
Dr. Anthony Schembri
Getting more out of what you have" - The new millennium is an opportunity to place a mirror in front of educational leaders and look at a word that is on the lips of the people you serve-leadership. This key-note address is designed for the established as well as the new and future leaders. This session will enable attendees to examine management and leadership styles and the most powerful tools available to managers and future leaders.
Anthony Schembri is a former police commissioner, correction commissioner and Secretary of the Department of Juvenile Justice. He led departments of 14,000 sworn police officers. Appointed by 3 governors, two mayors, he was nominated for a $100,000 award for Innovations in Government at Harvard. He is an author of a book on Leadership, Law Enforcement and as a Law Professor developed the first course on Corruption. He has lectured at Scotland Yard and ILEA. He is presently the Radzinowicz Professor of Criminology, Criminal Law & Police Science.

2pm-3pm Ice Cream Social Reception in Exhibit Hall Sponsored by A3 Communications

3pm-5pm Keynote Presentation – "Improving Your Crisis Response with Situational Awareness "
Mr. Sean Burke
This session will be focused on preparing school staff to identify and mitigate threats before they escalate into crises. From law enforcement officers to main office staff and leadership teams, this session will empower participants to cultivate a sustained mindset, seamlessly transition into alert mode and effectively communicate potential threats to prevent violence.

7pm-9pm 20th Anniversary Pool Party Reception
Sponsored By Safe Haven Defense



WEDNESDAY JULY 31, 2024

7am-5pm Conference Office Open

8:30am-12pm Keynote Presentation - "When Terror Chooses YOUR School"

Mr. Don Alwes

Don is a trainer and law enforcement officer with over 33 years of experience. He has served as an adjunct instructor for Kentucky's Department of Criminal Justice Training for 15 years and is a lead instructor for National Tactical Officers Association, Response to Active Shooter and School Violence courses. He has instructed thousands of school administrators and law enforcement officers in the areas of terrorism, homeland security, firearms, tactics, vulnerability assessment and executive development. As a team leader, Alwes supervised and performed anti-terrorism assessments and served as a subject matter expert for projects sponsored by the U. S Department of Justice's National Institute of Justice

12pm-1am Lunch (on your own)

1pm-3pm Keynote Presentation - "Re-Emergence of Violent Gangs and their Impact on our Schools & Communities"

Mr. Micheal Rudinski – School Security Manager, Howard County, MD

This session will be focused on the uptick in gang activity across the United States and the violent impact it is having on both our schools and communities. Strategies for early intervention and prevention will be highlighted, and with interventions that have a proven track record of success.

3pm-5pm Keynote Presentation - "Creating & Managing an Effective Threat Management Team: A Multi-Bureau approach to School Violence"

Deborah Graham, Collier County Sheriff's Office, FL

Behavioral Threat Management is proving to be a crucial step in reducing violence in schools and communities, with several states mandating strategies within public schools. In this session, we will provide an overview of the Collier County Sheriff's Office (FL) Threat Management Team, highlighting our collaborative approach among the Investigative Services Bureau, the Behavioral Health Bureau, and the Delinquency Prevention Services Bureau. We are proud to have established a multi-bureau partnership with the Collier County Public Schools, and we look forward to sharing our insights with the community. Join us to learn more about how we are working together to keep our schools and communities safe.

THURSDAY AUGUST 1, 2024

7am-4pm Conference Office Open

8am-9am Breakout Sessions (60 Minutes)

9:30am-10:30am Breakout Sessions (60 Minutes)

11am-12pm Breakout Sessions (60 Minutes)

12pm-1pm Lunch (on your own)

1pm-2:30pm Breakout Sessions (90 Minutes)

3pm-4:30pm Breakout Sessions (90 Minutes)

CONFERENCE PARTNERS

D.A.R.E. INTERNATIONAL

SCHOOL SAFETY ADVOCACY COUNCIL SSAC

NATIONAL ASSOCIATION OF SCHOOL & CAMPUS POLICE CHIEFS



FRIDAY AUGUST 2, 2024

8am-12pm Conference Office Open

8:30am-11:30pm Keynote Presentation - "The Final Walk"

"A Detailed look at Florida's Largest School Mass Murder from Beginning to End"

On February 14th, 2018, a 19-year-old opened fire on students and staff at Marjory Stoneman Douglass High School in Broward County, Florida killing 17 people and injuring 17 others. Since that dreadful day, there have been numerous investigations, TV reports and trials into this horrific day. Those that lost loved ones, or had family members impacted by this, continue to demand answers to what went wrong, and what has been done to ensure this will never happen again. In the summer and fall of 2023, just before the county began efforts to demolish the building, numerous community leaders, elected officials and school safety experts had the opportunity to tour the scene of this massacre.

5-years later, this final walk left a chilling impact on many that had walked this crime scene. This session will bring together some of those individuals who made the final walk and have them share the impact of that walk as well as opportunities to hear the lessons learned.

APPROVED THURSDAY BREAKOUT SESSIONS

- School Bus Safety and Security
- Effective Reunification Plans for Safer K-12 Campuses
- Federal Grants to Impact School Safety
- After-School / Extra Curricula Safety Protocols
- Enhancing D.A.R.E. Lessons
- Trauma-Informed School Emergency Drills
- Response Does Matter! - The Mental and Emotional Impacts of Bullying
- How to Enhance the Traditional Lockdown
- The Truth About School Safety: Mindset Matters
- Developing a Culture of Safety: A Statewide Approach to Addressing Physical and Psychological Safety in Schools.
- School Assessments: Value, Proactive and Comprehensive
- Large Event Security Planning
- Responding to Autism: A School Resource Officer Approach
- Navigating the Relationship Between the Administration and SRO (SRD).
- Testing Comprehensive All-Hazards Emergency Management Plans with Tabletop Exercises
- Leveraging School Cameras and No-Cost Software to Produce Training Triumphs
- Raising Digital Natives: Popular Culture and its Effects on Youth
- Understanding AUTISM: A Perspective View from an Officer and His Son
- Conducting "Effective" School Safety Assessments
- Social Media & it's Impact of School Safety
- Strategies to Combat Vaping on Campus
- Managing School Safety Through Effective Leadership
- Fentanyl and Other Drugs Impacting our Students
- Averting Crisis in Schools; Promoting Mental Health and Resiliency
- The Little Things that Make the Biggest Difference

Breakout Sessions Subject to Change

AGENDA ITEM: 27 — Ratification Out of State Travel

MEETING DATE: July 25, 2024 — NASRO School Safety Conference Phoenix, Arizona

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Sheriff Mike Herrington

ACTION REQUESTED: Approval of Out of State Travel

ITEM SUMMARY:

The Chaves County Sheriff's Office is requesting ratification for travel on 07/13/24 – 07/20/24 for Olivia Padilla to attend the 2024 NASRO School Safety Conference for SRO. This training along with travel expense and per diem was paid for by the RISD as a reimbursable agreement to the deputy attending SRO School.

No cost was charged to the County other than her normal salary for classroom time and travel.

SUPPORT DOCUMENTS:

SUMMARY BY: Janet M. Garcia

TITLE: Sheriff's Administrator

Conference - 2024 NASRO School Safety Conference - Phoenix, AZ

July 14 - 19, 2024

Location:
JW Marriott Phoenix Desert Ridge Resort & Spa
5350 East Marriott Drive
Phoenix, AZ 85054

Show map

Credit Hours: You will receive 32 credit hours for attending the conference.

Basic, Advanced, or Supervisor Course:
If you plan to attend one of these classes, you will need to register for that class and NOT for the conference. You will be automatically registered for the conference when you register for one of these classes.

Please, do NOT register for the conference if you register for one of these classes.

Conference Registration Rates:

- Early Bird Rate is $500. You must register **and pay by Jan. 5, 2024**, to take advantage of this rate. **Registrations that are unpaid by January 5 will be cancelled.**
- Regular Conference Rate is $550 for current NASRO members and $600 for non-members, and these rates are good from January 6 - May 31, 2024.
- Late Registration Rate is $650 for members and $700 for non-members, and these rates will be from June 1 until the start of the Conference.

Cancellations:
Any cancellation requests must be e-mailed to **ar@nasro.org**. If the registration fee has already been paid, a refund will be issued. **Cancellations made on or after May 31, 2024, or no-shows to the conference, will forfeit all registration fees.**

NASRO reserves the right to cancel or reschedule training. If NASRO cancels or reschedules training due to weather or unforeseen circumstances beyond the control of NASRO, you are entitled to a full refund. NASRO is not responsible for travel arrangements, travel fees, or any expenses incurred by you as a result of such cancellations. If NASRO cancels a training in which you are enrolled, you will be contacted at the email address you provided when registering, so please be sure to provide a valid email address.

Registration

Please check and make sure that you have not signed up for the Conference course before.

View Your Courses

1589 officers have signed up for this course.

There are 81 tickets available to purchase for this course.

Ticket Type	Price	Remaining Seats	Quantity
Late Conf Registration	$650.00	81	0

Register

Please DO NOT use your account to register another person. Each person needs to have his/her own personal account with his/her name, email address, user ID, and password to access course certificates and training history and to receive emails from instructors.

Course Certificates:

If there are any issues with your course certificate, please contact Taylor Mann at taylor.mann@nasro.org within 30 days of course completion. NASRO does not report POST hours except for TCOLE hours for in person classes held within Texas.

NASRO Event Cancellations:

NASRO reserves the right to cancel or reschedule training. If NASRO cancels or reschedules training due to weather or unforeseen circumstances beyond the control of NASRO, you are entitled to a full refund, but NASRO is not responsible for travel arrangements, travel fees, or any expenses incurred by you as a result of such cancellation. If NASRO cancels a training in which you are enrolled, you will be contacted at the email address you provided when registering, so please be sure to provide a valid email address.

Any Course (with the exception of AMHT) with less than 15 registrations will be subject to cancellation. AMHT classes require a minimum of 20 registrations.

The below information applies ONLY to regular courses, not conference.

Participant Cancellations and No-Show Policy:

Cancellation requests must be emailed to *ar@nasro.org*. A refund will be issued unless a credit for a future training course is specifically requested. Cancellations made within 10 business days of the course start date, or no-shows, will forfeit all registration fees. **No transfers between people will be permitted.**

Late Registration Fees:

All registrations made within 10 business days of the course start date will incur a $25.00 late-registration fee.

Go Back

National Association of School Resource Officers
2020 Valleydale Road, Suite 207A
Hoover, AL 35244
Office: (205) 739-6060
Fax: (205) 536-9255

(888) 316-2776

twitter.com/nasro_info

facebook.com/NASRO.o

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Website & Software by Accrisoft



JW Marriott Phoenix Desert Ridge Resort & Spa

Hotel Reservations:

The hotel rate is only $169 (plus taxes) per night, *with an optional resort fee of $35 a day.*

NASRO's hotel discounted rate is available until **June 12, 2024**, *or until the NASRO block is filled.* Reservations can be made by clicking **HERE**. Reservations must be guaranteed by a major credit card by this date or the rooms will be released. Self-parking is FREE. Valet parking is also available. For questions, please call 1-888-236-2427.

JW Marriott Phoenix Desert Ridge Resort and Spa is conveniently located at 5350 East Marriott Drive Phoenix, Arizona 85054. The hotel does not offer an airport shuttle, and the airport is located 25 miles from the property, so plan to make arrangements for a rental car or to utilize rideshare services.

For overflow hotel information, click here. *Click here for a map of overflow hotels for the 2024 NASRO National School Safety Conference.*

Conference Registration

Rate:

LATE Conference Registration Rate:

Beginning **June 1, 2024** conference registration will be $650 for current NASRO members and $700 for non-members. Meals are not provided.

EARLY BIRD Conference Registration Rate (CLOSED):

Early Bird registration is only $500 and includes a one-year NASRO membership. To take advantage of this outstanding value, ***you must register and pay by January 5, 2024.*** Meals are not provided.

NOTE: Early Bird Registrations that are unpaid by January 5, 2024, will be canceled.

NASRO 2024

NATIONAL SCHOOL SAFETY CONFERENCE

July 14 - 19, 2024 | Phoenix, Arizona

NASRO is very excited to partner with the Arizona Association of School Resource Officers to hold the 2024 National School Safety Conference!

This year's conference will be hosted at the JW Marriott Phoenix Desert Ridge Resort and Spa from July 14 - 19, 2024. This will mark our 34th year of gathering to train school resource officers, have fellowship, enjoy family-friendly activities, and learn from top-notch keynote speakers including member favorite Bernie James, J.D.

The JW Marriott Phoenix Desert Ridge Resort and Spa boasts three incredible pools, two golf courses, pickleball courts, and an arcade, guaranteeing your downtime will be just as essential as the gold-standard training you'll be receiving from NASRO. The hotel rate is only $169 (plus taxes) per night *with an optional $35 resort fee*. NASRO's discounted rate is available until **June 12, 2024, *or until the NASRO block is filled.*** Reservations can be made by clicking **HERE**.

KEYNOTE PRESENTERS



***Grooming 101 - A Predator's Playbook*, Michelle Denault, Owner and Founder of Voices Carry, LLC**

How often do you see a headline read that a trusted authority figure has been in an "inappropriate relationship" with a minor? These are not "relationships" but instead abuse that begins with grooming. In this presentation, survivor Michelle Denault weaves in her story as she breaks down each grooming step. This approach allows the participants to see through the lens of a survivor how predators use a child's natural want for love to manipulate them into consenting to their violation and why bystanders often place blame back on the victim instead of where it belongs. Michelle then incorporates her lens as an administrator's wife to show how lack of training and societal misconceptions can often cause people to fail children in their care. These failures have lifelong consequences for our children, create lasting divisions between our schools and communities, and can cause massive financial fallout for our institutions.

***High in Plain Sight: Current Drug Trends in the Schools*, Officer Jermaine Galloway**

This session will provide attendees with the ability, knowledge and confidence to help prevent and identify students who may be misusing drugs, vapes and / or alcohol. Attendees will also be taught the identifiers and different terms that are consistent with student alcohol & drug abuse & misuse. There are several identifiers, logos and terms that are commonly related to drug (illegal, over-the-counter, and marijuana) abuse and concealment at school. These objectives, along with much more, will be discussed.

***For the Kids*, Officer Ivy Jurgensen, Wenatchee Police Department**

Ivy Jurgensen is a Police Officer for East Wenatchee Police Department in Washington State. She serves as a School Resource Officer for Eastmont School District. She

REGULAR Conference Registration Rate (CLOSED):

Regular Conference registration is $550 for current NASRO members and $600 for non-members. You may register at this rate from **January 6 - May 31, 2024.** Meals are not provided.

NASRO Courses Offered At Conference

If you would like to register for one of these courses, **do NOT register for the conference.** Click on the link to register for the course, and your conference registration will automatically be included when you register for the course. **Note:** Meals are not provided.

Basic SRO Course (40-hour course*)
NOTICE: This course begins on **Saturday, July 13, 2024, at 8:00 a.m.**
Book travel accordingly.

Advanced SRO Course (24-hour course*)

SRO Supervisors and Management (24-hour course*)

*You will receive an additional 8 hours for the conference.

Cancellations:

Cancellation requests must be emailed to **ar@nasro.org**. Make the subject line of your email CANCEL CONFERENCE. If the registration fee has already been paid, a refund will be issued. **However, cancellations made on or after May 31, 2024, or no-shows to the conference, will forfeit all registration fees.**

NASRO reserves the right to cancel or reschedule training. If NASRO cancels or reschedules training due to weather or unforeseen circumstances beyond the control of NASRO, you are entitled to a full refund. NASRO is not responsible for travel arrangements, travel fees, or any expenses incurred by you as a result of such cancellations. If NASRO cancels a training in which you are enrolled, you will be contacted at the email address you provided when registering, so please be sure to provide a valid email address.





shares her personal journey of an adverse childhood giving perspective on compassion and patience when working with youth. Ivy finds the most joy inspiring the youth around her and steering them in the right direction. In 2020, Ivy was nominated and selected by her peers as Bothell Police Department's Officer of the Year and again later at East Wenatchee Police, North Central Washington Officer of the Year in 2022. She is in her pursuit of authoring a memoir to aid and help those who are still finding their voice.



***The Safe Campus in the Era of Behavioral Threat Assessments,* Dr. Bernie James, Professor of Law, Pepperdine University**

Professor James will present his research, highlighting the case law, studies, and data related to state law policies that now require BTA responses to concerning behaviors by students on campuses in light of the duty of educators to protect the school environment. The presentation is Socratic, encouraging participants to (1) ask questions and share their experiences; (2) review their policies; (3) understand student rights; (4) discuss liability scenarios; and (5) role-play model responses and best practices.



***Recommendations from the Critical Incident Review of the Mass Casualty Incident at Robb Elementary School in Uvalde, Texas,* Office of Community-Oriented Policing Services, USDOJ**

On May 24, 2022, an active shooter took the lives of 19 children and 2 staff members, and physically and mentally injured the survivors, the families, staff and teachers, and the community in Uvalde, Texas. At the request of Uvalde leadership, the U.S. Department of Justice established the Critical Incident Review (CIR) to conduct an independent, objective assessment of what happened that day and assess the systems in place in the weeks leading up to May 24. The goal of the CIR is to provide information to those most affected by the tragedy and to build knowledge regarding how to best respond to incidents of mass violence. Presented by James "Jim" Golden, Deputy Chief (retired) of School Operations and Chief Safety Executive, School District of Philadelphia and Nazmia E.A. Comrie, Sociologist (Policing Assistance and Reform) of the C.O.P.S. Office, this presentation will discuss the incident and present high-level recommendations in the areas of tactics, leadership, incident command, coordination, school safety, emergency management, public communications, pre-incident and post-incident processes, and trauma and support services as relevant to SROs.



***Surviving the Unthinkable,* Panel Discussion**

A panel session around building mental health resilience for law enforcement officers and civilians after an unprecedented tragic event.

The keynote session will feature Officers Lenny Penna and Jason Flynn of the Newtown Police Department, first responders to the tragic Sandy Hook Elementary massacre in Connecticut in 2012. They will be joined by Tony Montalto, whose daughter Gina was murdered, during the Marjory Stoneman Douglas High School massacre in Parkland, Florida. NASRO President Rudy Perez will serve as the moderator.

This session will provide a unique perspective on the aftermath of such devastating events, as we hear from both the first responders and a parent who experienced unimaginable loss. They will share their journeys and discuss how they have learned to process the profound losses they experienced, shedding light on the challenges they

faced and what worked and didn't work in coping with these life-changing events. This session promises to offer valuable insights for both parents and law enforcement professionals dealing with similar traumatic situations.

NASRO Courses Offered At Conference

If you would like to register for one of these courses, **do NOT register for the conference.** Click on the link to register for the course, and your conference registration will automatically be included when you register for the course. **Note:** Meals are not provided.

Basic SRO Course (40-hour course*) **NOTE**: This course begins on **Saturday, July 13 at 8:00 a.m. Book travel accordingly.**

Advanced SRO Course (24-hour course*)

SRO Supervisors and Management (24-hour course*)

You will receive an additional 8 hours for the conference.

National Association of School Resource Officers
2020 Valleydale Road, Suite 207A
Hoover, AL 35244
Office: (205) 739-6060
Fax: (205) 536-9255

(888) 316-2776

twitter.com/nasro_info

facebook.com/NASRO.o

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Website & Software by Accrisoft

AGENDA ITEM: 28

Request to Enter into an Agreement with the City of Roswell to Pool Opioid Funds with Chaves County

MEETING DATE: July 25, 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: County Manager

ACTION REQUESTED: Review MOU

ITEM SUMMARY:

This request is to enter into an agreement (MOU) with the City of Roswell allowing the pooling of Opioid Settlement Funds and to set up an advisory committee to advise the County on the most effective way to utilize the funds. Additionally, the request is for the County Manager to sign the agreement on behalf of the Board of Commissioners.

SUPPORT DOCUMENTS: City of Roswell Opioid Settlement Fund Pooling MOU

SUMMARY BY: William B. Williams

TITLE: County Manager

M-24-001

MEMORANDUM OF UNDERSTANDING FOR THE POOLING OF OPIOID SETTLEMENT FUNDS

THIS Memorandum of Understanding is entered into this _____ day of May, 2024 by and between the County of Chaves, hereinafter referred to as "County" and the City of Roswell, hereinafter referred to as "City."

WHEREAS, both the County and City have received and will continue to receive opioid settlement funds from the State of New Mexico and private companies, and;

WHEREAS, these funds can only be used to abate opioid abuse, substance abuse treatment and behavioral health, and

WHEREAS, both the County and the City desire to pool their respective opioid funds in order to achieve the best use of these funds.

NOW THEREFORE, the parties agree to the following:

1. The City, as a part of a standing budget resolution, shall forward or cause to be forwarded all of the opioid settlement funds they receive to the County.

2. The County agrees to establish an advisory committee. The committee will be composed of five members, two members of the City's governing body and two members selected at the County's discretion. The fifth member will be a community representative determined by a majority of the aforementioned four. This committee will advise the County as to the most effective way to utilize these funds.

3. All of these monies will be deposited into a special fund that shall be administered consistent with the terms of the Opioid Settlement Agreement. This fund will only be utilized to achieve the goals of abating opioid abuse, providing substance abuse treatment and increasing behavioral health programs in Chaves County.

4. The monies in this special fund will not be returned or refunded. The County will provide the City with a yearly accounting of the fund's activities.

5. Either party may terminate this MOU with sixty (60) days' notice to the other party.

The County and the City have each caused this MOU to be executed by their duly appointed managers.

CHAVES COUNTY

_____

William B. Williams, County Manager

_____

Date

CITY OF ROSWELL

_____

Chad Cole, City Manager

Date: 6/14/2024

CHAVES COUNTY FINANCE
ACCOUNTS PAYABLE
P.O. Box 1597
Roswell, NM 88202-1597
Phone 575-624-6677 or 575-624-6620

Joseph R. Skeen Building

COMMISSIONERS
Dara Dana · District 1
T Calder Ezzell Jr. · District 2
Jeff Bilberry · District 3
Richard C. Taylor - District 4
Michael Perry · District 5

Finance Director
Anabel Barraza

County Manager
Bill Williams

Final Payment Register

Date: 6/3/2024	Date: 6/14/2024	Date: 6/28/2024
Packet# 03011	Packet# 03031	Packet# 03052
Date: 6/7/2024	Date: 6/17/2024	Date: 6/28/2024
Packet# 03020	Packet# 03033	Packet# 03054
Date: 6/7/2024	Date: 6/21/2024	Date: 6/28/2024
Packet# 03021	Packet# 03038	Packet# 03056
Date: 6/13/2024	Date: 6/21/2024	Date: 6/28/2024
Packet# 03027	Packet# 03041	Packet# 03059
Date: 6/14/2024	Date: 6/25/2024	Date:
Packet# 03029	Packet# 03045	Packet#

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell Jr, Vice-Chairman

Dara Dana, Member

Richard C. Taylor, Member

Michael Perry, Member

ATTEST:

Cindy Fuller
County Clerk

Approval of Checks Approval of Checks

Commission Meeting 25-Jun-24

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Anabel Barraza, Finance Director
(575-624-6658)

ACTION REQUESTED:
Approval of Checks

ITEM SUMMARY:

A/P:	3-Jun-24		$1,186.52
	7-Jun-24		$668,221.23
	7-Jun-24		$8,810.86
	13-Jun-24		$29,071.55
	14-Jun-24		$750.00
	14-Jun-24		$184,993.84
	17-Jun-24		$500,000.00
	21-Jun-24		$184.58
	21-Jun-24		$263,968.14
	25-Jun		$25,510.59
	28-Jun		$784,677.48
	28-Jun		$198,486.66
	28-Jun		$20,475.90
	28-Jun		$301.54
PAYROLL:	9-Jun-24	REGULAR	$353,509.44
	9-Jun-24	CERTIFICATE/SORT Incent	$5,700.00
	9-Jun-24	PERFORMANCE AWARD	$750.00
	23-Jun-24	REGULAR	$345,317.48
	23-Jun-24	FINAL	$596.21
Grand Total Checks to be Approved:			$3,392,512.02

SUPPORT DOCUMENTS:
Copies of Bills Lists

SUMMARY BY: Stephanie Carrillo

TITLE: A/P Officer

Chaves County, NM

Expense Approval Register

Packet: APPKT03011 - XCEL ACH PMTS 6/3/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC026149	06/01/2024	ACCT# 54-3943737-1	401-6-691-243-000	39.57
SOUTHWESTERN PUBLIC SER	CC026150	06/01/2024	ACCT# 54-3943798-4	401-6-691-243-000	59.62
SOUTHWESTERN PUBLIC SER	CC026151	06/01/2024	ACCT# 54-3943772-4	401-6-691-243-000	45.20
SOUTHWESTERN PUBLIC SER	CC026152	06/01/2024	SIERRA FD 2	412-8-815-341-000	177.12
SOUTHWESTERN PUBLIC SER	CC026153	06/01/2024	ACCT# 54-3949465-4	402-6-651-341-000	792.49
SOUTHWESTERN PUBLIC SER	CC026154	06/01/2024	ACCT# 54-3943703-1	401-6-691-243-000	30.20
SOUTHWESTERN PUBLIC SER	CC026155	06/01/2024	ACCT# 54-3943686-9	401-6-691-243-000	42.32
				Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:	**1,186.52**
				Grand Total:	**1,186.52**

Fund Summary

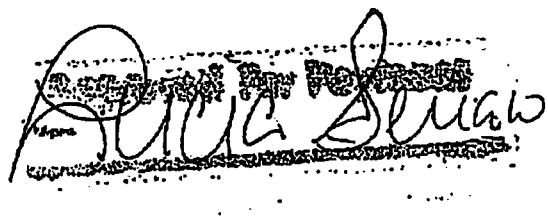
Fund	Expense Amount
401 - GENERAL FUND	216.91
402 - ROAD FUND	792.49
412 - SIERRA VOLUNTEER FIRE FND	177.12
Grand Total:	1,186.52

Account Summary

Account Number	Account Name	Expense Amount
401-6-691-243-000	HIGHWAY LIGHTS	216.91
402-6-651-341-000	UTILITIES	792.49
412-8-815-341-000	UTILITIES	177.12
	Grand Total:	1,186.52

Project Account Summary

Project Account Key	Expense Amount
None	1,186.52
Grand Total:	1,186.52



Chaves County, NM

Expense Approval Register

Packet: APPKT03020 - CHECK RUN 6/7/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AMERICAN AED, LLC					
AMERICAN AED, LLC	INV312165	06/01/2024	EQUIPMENT	413-8-818-233-000	1,179.00
				Vendor AMERICAN AED, LLC Total:	1,179.00
Vendor: AMERICAN STEWARDS OF LIBERTY					
AMERICAN STEWARDS OF LI	Bloom277404(3)	06/01/2024	CONSULTING SERVICES FY 23	401-6-619-260-000	1,500.00
AMERICAN STEWARDS OF LI	Bloom277922(3)	06/01/2024	CONSULTING SERVICES/ FY 2	401-6-619-260-000	1,500.00
AMERICAN STEWARDS OF LI	Bloom277950(2)	06/01/2024	NATURAL RESOUCE CONSUL	401-6-619-260-000	2,500.00
				Vendor AMERICAN STEWARDS OF LIBERTY Total:	5,500.00
Vendor: ASPEN OF NEW MEXICO					
ASPEN OF NEW MEXICO	FY24-11ASPEN-1	06/03/2024	GRANT ALT ED/ FY 23-24	432-7-762-267-000	555.54
ASPEN OF NEW MEXICO	FY24-11ASPEN	06/03/2024	DWI DISTRIBUTION FY 23-24	432-7-761-267-000	416.70
				Vendor ASPEN OF NEW MEXICO Total:	972.24
Vendor: BELL GAS INC.					
BELL GAS INC.	39387	06/01/2024	ACCT# 110200	452-8-832-223-000	3,154.06
				Vendor BELL GAS INC. Total:	3,154.06
Vendor: BELL GAS INC					
BELL GAS INC	319200	06/04/2024	CUST # 460785	452-8-832-230-000	42.50
				Vendor BELL GAS INC Total:	42.50
Vendor: BERRENDO CO-OP WATER USERS					
BERRENDO CO-OP WATER U	CC026167	06/01/2024	ACCT# J1720000	402-6-651-341-000	59.33
				Vendor BERRENDO CO-OP WATER USERS Total:	59.33
Vendor: BIG BROTHERS BIG SISTERS OF CENTRAL NM					
BIG BROTHERS BIG SISTERS	CC026172	06/01/2024	ONE TO ONE MENTORING SE	631-8-889-260-000	11,111.11
				Vendor BIG BROTHERS BIG SISTERS OF CENTRAL NM Total:	11,111.11
Vendor: BOYS & GIRLS CLUBS OF CHAVES AND LINCOLN COUNTIES					
BOYS & GIRLS CLUBS OF CHA	2024-0531	06/01/2024	YOUTH CLUB FUNDING 23-Z	631-8-889-230-000	8,333.33
				Vendor BOYS & GIRLS CLUBS OF CHAVES AND LINCOLN COUNTIES Total:	8,333.33
Vendor: CATERPILLAR FINANCIAL SERVICES					
CATERPILLAR FINANCIAL SER	35474753	06/02/2024	CUST# 2476550	452-8-832-375-000	9,419.95
				Vendor CATERPILLAR FINANCIAL SERVICES Total:	9,419.95
Vendor: CENTRAL VALLEY ELECTRIC COOP					
CENTRAL VALLEY ELECTRIC C	CC026160	06/01/2024	ACCT# 10114001	410-8-816-341-000	301.55
CENTRAL VALLEY ELECTRIC C	CC026160	06/01/2024	ACCT# 23898800	410-8-816-341-000	18.28
CENTRAL VALLEY ELECTRIC C	CC026161	06/01/2024	ACCT# 12001802	401-6-691-243-000	40.78
CENTRAL VALLEY ELECTRIC C	CC026161	06/01/2024	ACCT# 10147201	401-6-691-243-000	32.50
CENTRAL VALLEY ELECTRIC C	CC026161	06/01/2024	ACCT# 12209501	401-6-691-243-000	512.77
CENTRAL VALLEY ELECTRIC C	CC026161	06/01/2024	ACCT# 23133100	410-8-816-341-000	129.15
CENTRAL VALLEY ELECTRIC C	CC026161	06/01/2024	ACCT# 6695501	414-8-819-341-000	131.48
CENTRAL VALLEY ELECTRIC C	CC026161	06/01/2024	ACCT# 22987100	437-6-659-341-000	46.25
CENTRAL VALLEY ELECTRIC C	CC026161	06/01/2024	ACCT# 24208300	437-6-659-341-000	86.27
CENTRAL VALLEY ELECTRIC C	CC026161	06/01/2024	ACCT# 12412501	437-6-659-341-000	43.06
CENTRAL VALLEY ELECTRIC C	CC026161	06/01/2024	ACCT# 24186400	437-6-659-341-000	47.75
CENTRAL VALLEY ELECTRIC C	CC026162	06/01/2024	ACCT# 12413301	411-8-814-341-000	9.14
CENTRAL VALLEY ELECTRIC C	CC026162	06/01/2024	ACCT# 12413101	411-8-814-341-000	10.00
CENTRAL VALLEY ELECTRIC C	CC026162	06/01/2024	ACCT# 12026501	411-8-814-341-000	65.67
CENTRAL VALLEY ELECTRIC C	CC026162	06/01/2024	ACCT# 12413201	411-8-814-341-000	54.66
				Vendor CENTRAL VALLEY ELECTRIC COOP Total:	1,529.31
Vendor: CHALMERS FORD INC					
CHALMERS FORD INC	698123	06/03/2024	1FMK1G88PEA18979	635-6-682-372-000	55,385.00
				Vendor CHALMERS FORD INC Total:	55,385.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC026173	06/01/2024	ACCT# 44	437-6-659-242-000	13,525.64
				Vendor CITY OF ROSWELL Total:	13,525.64
Vendor: CUMBERLAND CO-OPERATIVE WATER					
CUMBERLAND CO-OPERATIV	CC026169	06/01/2024	ACCT# B1085	408-8-812-341-000	36.96
CUMBERLAND CO-OPERATIV	CC026170	06/01/2024	ACCT# G215	401-6-691-341-000	39.31
CUMBERLAND CO-OPERATIV	CC026171	06/01/2024	ACCT# G105	410-8-816-341-000	21.43
				Vendor CUMBERLAND CO-OPERATIVE WATER Total:	97.70
Vendor: DEXTER CONSOLIDATED SCHOOLS					
DEXTER CONSOLIDATED SCH	FY24-11DEX-TNT	06/03/2024	DWI DISTRIBUTION/ FY 23-2	432-7-761-267-000	1,000.00
				Vendor DEXTER CONSOLIDATED SCHOOLS Total:	1,000.00
Vendor: DIANE F. TAYLOR					
DIANE F. TAYLOR	FY24-11DT	06/03/2024	DWI DISTRIBUTION/ FY 23-2	432-7-761-267-000	4,524.33
				Vendor DIANE F. TAYLOR Total:	4,524.33
Vendor: DOOR TECHS, LLC					
DOOR TECHS, LLC	093125	06/04/2024	REPLACED GARAGE DOOR G	401-6-691-257-000	3,678.96
				Vendor DOOR TECHS, LLC Total:	3,678.96
Vendor: ELIOR INC					
ELIOR INC	INV2000208282	06/01/2024	INMATE MEALS/ CCDC	650-6-684-264-000	39,831.99
				Vendor ELIOR INC Total:	39,831.99
Vendor: EUGENE ERVIN					
EUGENE ERVIN	100	06/01/2024	ROUTINE MAINT ON UNIT 20	408-8-812-221-000	1,076.59
EUGENE ERVIN	102	06/01/2024	ROUTINE MAINT UNIT 201	408-8-812-221-000	1,076.59
EUGENE ERVIN	103	06/01/2024	ROUTINE MAINT ON UNITS 2	408-8-812-221-000	1,150.47
EUGENE ERVIN	105	06/01/2024	ROUTINE MAINT ON UNIT 20	408-8-812-221-000	1,673.83
EUGENE ERVIN	106	06/01/2024	ROUTINE MAINT ON UNIT 22	408-8-812-221-000	2,147.69
EUGENE ERVIN	108	06/01/2024	ROUTINE MAINT ON UNIT 21	408-8-812-221-000	2,565.76
EUGENE ERVIN	109	06/01/2024	ROUTINE MAINT ON UNIT 21	408-8-812-221-000	2,846.98
EUGENE ERVIN	110	06/01/2024	ROUTINE MAINT UNIT 210	408-8-812-221-000	1,923.64
EUGENE ERVIN	111	06/01/2024	ROUTINE MAINT ON UNIT 20	408-8-812-221-000	970.61
EUGENE ERVIN	112	06/01/2024	ROUTINE MAINT ON UNIT 20	408-8-812-221-000	1,053.53
				Vendor EUGENE ERVIN Total:	16,485.69
Vendor: FINQUERY, LLC					
FINQUERY, LLC	INV11124	06/01/2024	YEAR SUBSCRIPTION DATATB	401-6-631-237-000	9,296.31
				Vendor FINQUERY, LLC Total:	9,296.31
Vendor: FRANK G. MAGOURILOS					
FRANK G. MAGOURILOS	FY22-8FM	06/01/2024	GRANT PREVENTION WORKS	432-7-762-267-000	1,333.33
				Vendor FRANK G. MAGOURILOS Total:	1,333.33
Vendor: GILCO SOLUTIONS LLC					
GILCO SOLUTIONS LLC	162	06/01/2024	PEST CONTROL SERVICES	452-8-832-267-000	107.90
				Vendor GILCO SOLUTIONS LLC Total:	107.90
Vendor: GSD-ADMIN SERVICES DIVISION					
GSD-ADMIN SERVICES DIVISI	CC026177	06/05/2024	ADJ # 2778	401-2-200-005-000	6.54
GSD-ADMIN SERVICES DIVISI	CC026177	06/05/2024	ADJ# 2770	401-2-200-005-000	29.05
GSD-ADMIN SERVICES DIVISI	CC026177	06/05/2024	LIFE & LOD PREMIUMS	401-2-200-005-000	1,656.11
GSD-ADMIN SERVICES DIVISI	CC026177	06/05/2024	LIFE & LOD PREMIUMS	402-2-200-005-000	411.70
GSD-ADMIN SERVICES DIVISI	CC026177	06/05/2024	LIFE & LOD PREMIUMS	427-2-200-005-000	47.32
GSD-ADMIN SERVICES DIVISI	CC026177	06/05/2024	LIFE & LOD PREMIUMS	432-2-200-005-000	17.48
GSD-ADMIN SERVICES DIVISI	CC026177	06/05/2024	LIFE & LOD PREMIUMS	435-2-200-005-000	14.58
GSD-ADMIN SERVICES DIVISI	CC026177	06/05/2024	LIFE & LOD PREMIUMS	437-2-200-005-000	9.72
GSD-ADMIN SERVICES DIVISI	CC026177	06/05/2024	LIFE & LOD PREMIUMS	452-2-200-005-000	227.63
GSD-ADMIN SERVICES DIVISI	CC026177	06/05/2024	LIFE & LOD PREMIUMS	628-2-200-005-000	29.16
GSD-ADMIN SERVICES DIVISI	CC026178	06/05/2024	DELTA DENTAL PREMIUMS	401-2-200-201-000	2,004.81
GSD-ADMIN SERVICES DIVISI	CC026178	06/05/2024	DELTA DENTAL PREMIUMS	402-2-200-201-000	152.84
GSD-ADMIN SERVICES DIVISI	CC026178	06/05/2024	DELTA DENTAL PREMIUMS	427-2-200-201-000	106.62
GSD-ADMIN SERVICES DIVISI	CC026178	06/05/2024	DELTA DENTAL PREMIUMS	432-2-200-201-000	106.62
GSD-ADMIN SERVICES DIVISI	CC026178	06/05/2024	DELTA DENTAL PREMIUMS	437-2-200-201-000	71.07

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GSD-ADMIN SERVICES DIVISI	CC026178	06/05/2024	DELTA DENTAL PREMIUMS	452-2-200-201-000	71.07
GSD-ADMIN SERVICES DIVISI	CC026178	06/05/2024	DELTA DENTAL PREMIUMS	628-2-200-201-000	142.14
GSD-ADMIN SERVICES DIVISI	CC026179	06/05/2024	VISION PREMIUMS	401-2-200-021-000	1,440.71
GSD-ADMIN SERVICES DIVISI	CC026179	06/05/2024	VISION PREMIUMS	402-2-200-021-000	330.90
GSD-ADMIN SERVICES DIVISI	CC026179	06/05/2024	VISION PREMIUMS	427-2-200-021-000	24.93
GSD-ADMIN SERVICES DIVISI	CC026179	06/05/2024	VISION PREMIUMS	432-2-200-021-000	47.27
GSD-ADMIN SERVICES DIVISI	CC026179	06/05/2024	VISION PREMIUMS	435-2-200-021-000	21.07
GSD-ADMIN SERVICES DIVISI	CC026179	06/05/2024	VISION PREMIUMS	437-2-200-021-000	12.44
GSD-ADMIN SERVICES DIVISI	CC026179	06/05/2024	VISION PREMIUMS	452-2-200-021-000	117.19
GSD-ADMIN SERVICES DIVISI	CC026179	06/05/2024	VISION PREMIUMS	628-2-200-021-000	58.44
GSD-ADMIN SERVICES DIVISI	CC026180	06/05/2024	DISABILITY & ADMIN	401-2-200-005-000	1,209.84
GSD-ADMIN SERVICES DIVISI	CC026180	06/05/2024	DISABILITY & ADMIN	402-2-200-005-000	296.64
GSD-ADMIN SERVICES DIVISI	CC026180	06/05/2024	DISABILITY & ADMIN	427-2-200-005-000	24.72
GSD-ADMIN SERVICES DIVISI	CC026180	06/05/2024	DISABILITY & ADMIN	432-2-200-005-000	37.08
GSD-ADMIN SERVICES DIVISI	CC026180	06/05/2024	DISABILITY & ADMIN	435-2-200-005-000	15.36
GSD-ADMIN SERVICES DIVISI	CC026180	06/05/2024	DISABILITY & ADMIN	437-2-200-005-000	7.50
GSD-ADMIN SERVICES DIVISI	CC026180	06/05/2024	DISABILITY & ADMIN	452-2-200-005-000	111.24
GSD-ADMIN SERVICES DIVISI	CC026180	06/05/2024	DISABILITY & ADMIN	628-2-200-005-000	50.94
GSD-ADMIN SERVICES DIVISI	CC026181	06/05/2024	MEDICAL PRESBYT & BCBS	401-2-200-007-000	139,177.96
GSD-ADMIN SERVICES DIVISI	CC026181	06/05/2024	MEDICAL PRESBYT & BCBS	402-2-200-007-000	36,463.88
GSD-ADMIN SERVICES DIVISI	CC026181	06/05/2024	MEDICAL PRESBYT & BCBS	427-2-200-007-000	2,317.07
GSD-ADMIN SERVICES DIVISI	CC026181	06/05/2024	MEDICAL PRESBYT & BCBS	432-2-200-007-000	3,849.94
GSD-ADMIN SERVICES DIVISI	CC026181	06/05/2024	MEDICAL PRESBYT & BCBS	435-2-200-007-000	1,914.91
GSD-ADMIN SERVICES DIVISI	CC026181	06/05/2024	MEDICAL PRESBYT & BCBS	437-2-200-007-000	1,531.16
GSD-ADMIN SERVICES DIVISI	CC026181	06/05/2024	MEDICAL PRESBYT & BCBS	452-2-200-007-000	11,123.27
GSD-ADMIN SERVICES DIVISI	CC026181	06/05/2024	MEDICAL PRESBYT & BCBS	628-2-200-007-000	6,064.57
				Vendor GSD-ADMIN SERVICES DIVISION Total:	211,353.49
Vendor: HAGERMAN MUNICIPAL SCHOOLS					
HAGERMAN MUNICIPAL SCH	FY24-11HAG-TNT	06/04/2024	DWI DISTRIBUTION/ FY 23-2	432-7-761-267-000	1,000.00
				Vendor HAGERMAN MUNICIPAL SCHOOLS Total:	1,000.00
Vendor: HERITAGE MEMORIAL ALLIANCE					
HERITAGE MEMORIAL ALLIA	12049	06/03/2024	PERMIT # 6434	427-6-639-296-000	1,000.00
				Vendor HERITAGE MEMORIAL ALLIANCE Total:	1,000.00
Vendor: INDIGENT HEALTHCARE SOLUTIONS					
INDIGENT HEALTHCARE SOL	77952	06/01/2024	IHC SOFTWARE FY 23-24	427-6-638-260-000	1,363.38
				Vendor INDIGENT HEALTHCARE SOLUTIONS Total:	1,363.38
Vendor: KANSAS STATE BANK OF MANHATTAN					
KANSAS STATE BANK OF MA	56805-06-2024	06/01/2024	ACCT# 3356805	402-6-653-251-000	1,584.93
KANSAS STATE BANK OF MA	57431-06-2024	06/01/2024	ACCT# 3357431	402-6-653-251-000	1,647.40
KANSAS STATE BANK OF MA	59234-06-2024	06/01/2024	ACCT# 3359234	402-6-653-251-000	2,670.85
				Vendor KANSAS STATE BANK OF MANHATTAN Total:	5,903.18
Vendor: LA CASA DE BUENA SALUD INC					
LA CASA DE BUENA SALUD I	FY24-8LABH	06/03/2024	TREATMENT COUNSELING/ F	432-7-762-267-000	3,333.33
				Vendor LA CASA DE BUENA SALUD INC Total:	3,333.33
Vendor: LEGACY FUNERAL SERVICES OF NM					
LEGACY FUNERAL SERVICES	0298-205753	06/05/2024	PERMIT # 5123	427-6-639-296-000	1,000.00
				Vendor LEGACY FUNERAL SERVICES OF NM Total:	1,000.00
Vendor: MAIN STREET ANESTHESIA OF NM, LLC					
MAIN STREET ANESTHESIA O	CC026156	06/01/2024	ACCT# 3084219	427-6-639-270-000	229.76
				Vendor MAIN STREET ANESTHESIA OF NM, LLC Total:	229.76
Vendor: MIRADOR ENTERPRISES, INC.					
MIRADOR ENTERPRISES, INC.	CC026023-1	06/01/2024	COURT COMPLIANCE REMO	635-6-682-381-200	67,728.44
				Vendor MIRADOR ENTERPRISES, INC. Total:	67,728.44
Vendor: MORROW REARDON WILKINSON MILLER, LTD					
MORROW REARDON WILKIN	24-05056	06/01/2024	CULTURAL PLAZA DESIGN/ R	631-8-883-247-000	88,459.14
				Vendor MORROW REARDON WILKINSON MILLER, LTD Total:	88,459.14

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: NEW MEXICO APPARATUS					
NEW MEXICO APPARATUS	1999	06/04/2024	RE-WELD/ REPLACE LIGHTS/	408-8-812-249-000	3,764.00
				Vendor NEW MEXICO APPARATUS Total:	3,764.00
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC026158	06/01/2024	ACCT# 075706312-0781188-	412-8-815-341-000	43.33
NEW MEXICO GAS COMPAN	CC026159	06/01/2024	ACCT# 076281612-0786941-	401-6-693-341-000	33.07
NEW MEXICO GAS COMPAN	CC026163	06/01/2024	ACCT# 115435453-1390459-	452-8-832-341-000	30.26
NEW MEXICO GAS COMPAN	CC026164	06/01/2024	ACCT# 076424512-0788370-	401-6-619-340-000	144.71
NEW MEXICO GAS COMPAN	CC026165	06/01/2024	ACCT# 076846512-1202378-	411-8-814-341-000	30.36
NEW MEXICO GAS COMPAN	CC026166	06/01/2024	ACCT# 075706312-1236482-	414-8-819-341-000	28.47
				Vendor NEW MEXICO GAS COMPANY INC Total:	310.20
Vendor: NEWMEX FUNERAL SERVICES INC					
NEWMEX FUNERAL SERVICE	1810-202432	06/05/2024	PERMIT # 5127	427-6-639-296-000	1,000.00
				Vendor NEWMEX FUNERAL SERVICES INC Total:	1,000.00
Vendor: PATRICIA JOHNSON					
PATRICIA JOHNSON	FY24-11SC	06/03/2024	GRANT TREATMENT PROVID	432-7-762-267-000	4,166.66
				Vendor PATRICIA JOHNSON Total:	4,166.66
Vendor: PLUTO ACQUISITION OpCo, LLC					
PLUTO ACQUISITION OpCo, L	202405012802	06/01/2024	BACKGROUND SCREENS/ MA	401-6-613-260-000	47.75
				Vendor PLUTO ACQUISITION OpCo, LLC Total:	47.75
Vendor: QUADIENT FINANCE USA, INC					
QUADIENT FINANCE USA, IN	Q1352642	06/01/2024	CUST # 00745203	401-6-619-339-000	1,550.45
				Vendor QUADIENT FINANCE USA, INC Total:	1,550.45
Vendor: REGENTS OF NEW MEXICO					
REGENTS OF NEW MEXICO	CC026175	06/01/2024	ANNUAL ALOCATION FY 23-2	401-6-671-455-000	27,027.50
				Vendor REGENTS OF NEW MEXICO Total:	27,027.50
Vendor: REGIONAL IMAGING ENM, LLC					
REGIONAL IMAGING ENM, LL	CC026157	06/03/2024	ACCT# 16012876	427-6-639-270-000	102.97
				Vendor REGIONAL IMAGING ENM, LLC Total:	102.97
Vendor: RELADYNE WEST LLC					
RELADYNE WEST LLC	300006589	06/01/2024	ACCT# 12290075	402-6-653-230-000	1,852.24
				Vendor RELADYNE WEST LLC Total:	1,852.24
Vendor: RHOADS CO					
RHOADS CO	I-14989-1	06/01/2024	SERVICED HVAC	401-6-616-260-000	653.57
				Vendor RHOADS CO Total:	653.57
Vendor: ROSWELL CHAVES COUNTY EDC					
ROSWELL CHAVES COUNTY E	CC24-0013	06/01/2024	ANNUAL ALLOCATION FY 23-	605-6-672-428-000	12,500.00
				Vendor ROSWELL CHAVES COUNTY EDC Total:	12,500.00
Vendor: ROSWELL DAILY RECORD					
ROSWELL DAILY RECORD	00298097	06/01/2024	LEGAL AD # 00298097	401-6-624-252-000	82.87
ROSWELL DAILY RECORD	00298098	06/01/2024	LEGAL AD # 00298098	401-6-624-252-000	82.87
ROSWELL DAILY RECORD	00298311	06/03/2024	LEGAL AD # 00298311	432-7-761-252-000	36.21
ROSWELL DAILY RECORD	00298367	06/01/2024	LEGAL AD # 00298367	401-6-624-252-000	107.53
ROSWELL DAILY RECORD	00298382	06/01/2024	LEGAL AD # 00298382	401-6-625-252-000	61.74
				Vendor ROSWELL DAILY RECORD Total:	371.22
Vendor: SMITH ENGINEERING					
SMITH ENGINEERING	57898	06/01/2024	PINE LODGE RD -CERT	631-8-886-247-000	2,603.64
				Vendor SMITH ENGINEERING Total:	2,603.64
Vendor: SOUTHWEST EMERGENCY MEDICAL ASSOC					
SOUTHWEST EMERGENCY M	CC026176	06/01/2024	ACCT# 350081177/531	427-6-639-270-000	145.16
				Vendor SOUTHWEST EMERGENCY MEDICAL ASSOC Total:	145.16
Vendor: STANTON L RIGGS ATTORNEY AT LAW, LLC					
STANTON L RIGGS ATTORNEY	2024-010	06/03/2024	LEGAL SERVICES	401-6-611-260-000	8,520.54
				Vendor STANTON L RIGGS ATTORNEY AT LAW, LLC Total:	8,520.54

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: STOCK ENTERPRISES, LLC					
STOCK ENTERPRISES, LLC	402	06/01/2024	GRAPPLER BUMPERS/ ARRES	635-6-682-371-000	31,000.00
				Vendor STOCK ENTERPRISES, LLC Total:	31,000.00
Vendor: THE ROSWELL REFUGE					
THE ROSWELL REFUGE	FY24-11RR	06/03/2024	SECONDARY PREVENTION/ F	432-7-761-267-000	2,000.00
				Vendor THE ROSWELL REFUGE Total:	2,000.00
Vendor: TOWN OF DEXTER					
TOWN OF DEXTER	CC026168	06/01/2024	ACCT# 1085	401-6-693-341-000	99.23
				Vendor TOWN OF DEXTER Total:	99.23
Vendor: TYLER TECHNOLOGIES					
TYLER TECHNOLOGIES	025-466800	06/01/2024	TYLER UNIVERSITY / 7/1/24-	401-6-619-249-000	1,403.72
				Vendor TYLER TECHNOLOGIES Total:	1,403.72
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	36651235	06/01/2024	ACCT# 017-1663046-000	401-7-731-230-000	174.06
VISUAL EDGE IT, INC	36651235	06/01/2024	ACCT# 017-1663046-000	401-7-731-375-000	231.38
VISUAL EDGE IT, INC	36651236	06/01/2024	ACCT# 016-1539865-000	650-6-684-251-000	314.56
VISUAL EDGE IT, INC	36683174	06/01/2024	ACCT# 007-1965751-000	402-6-651-251-000	246.60
				Vendor VISUAL EDGE IT, INC Total:	966.60
Vendor: WASTE CONNECTIONS OF N.M.					
WASTE CONNECTIONS OF N.	3941186V830	06/01/2024	ACCT# 5830-688853	452-8-832-267-000	197.38
				Vendor WASTE CONNECTIONS OF N.M. Total:	197.38
				Grand Total:	668,221.23

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	204,846.64
402 - ROAD FUND	45,717.31
408 - EAST GRAND PLAINS VOLFIRE	20,286.65
410 - MIDWAY VOLUNTEER FIRE FND	470.41
411 - BERRENDO VOLUNTEER FIRE	169.83
412 - SIERRA VOLUNTEER FIRE FND	43.33
413 - RIO FELIX VOLUNTEER FIRE	1,179.00
414 - CC FIRE DIST #8 VOL FIRE	159.95
427 - INDIGENT HOSPITAL CLAIMS	7,361.93
432 - DWI GRANT FUNDS	22,424.49
435 - CORRECTION GRANTS	1,965.92
437 - ENVIRONMENTAL TAX	15,380.86
452 - FLOOD CONTROL	24,602.45
605 - ECONOMIC DEVELOPMENT PROJ	12,500.00
628 - PROPERTY VALUATION	6,345.25
631 - OTHER GRANTS & CONTRACTS	110,507.22
635 - EMERGENCY/CAPITAL OUTLAY	154,113.44
650 - DETENTION INMATE EXPENSES	40,146.55
Grand Total:	668,221.23

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-005-000	GROUP INSURANCE PAY	2,901.54
401-2-200-007-000	MEDICAL INSURANCE PA	139,177.96
401-2-200-021-000	VISION CARE PAYABLE	1,440.71
401-2-200-201-000	Delta Dental	2,004.81
401-6-611-260-000	PROFESSIONAL SERVICE	8,520.54
401-6-613-260-000	PROFESSIONAL SERVICE	47.75
401-6-616-260-000	PROFESSIONAL SERVICE	653.57
401-6-619-249-000	EQUIP MAINT/AGREEME	1,403.72
401-6-619-260-000	PROFESSIONAL SERVICE	5,500.00
401-6-619-339-000	POSTAGE/FREIGHT	1,550.45
401-6-619-340-000	TELEPHONE	144.71
401-6-624-252-000	PRINTING/PUBLISHING	273.27
401-6-625-252-000	PRINTING/PUBLISHING	61.74
401-6-631-237-000	SUBSCRIPTIONS/PUBLIC	9,296.31
401-6-671-455-000	COOPERATIVE EXTENSIO	27,027.50
401-6-691-243-000	HIGHWAY LIGHTS	586.05
401-6-691-257-000	FACILITY MAINT/REPAIR	3,678.96
401-6-691-341-000	UTILITIES	39.31
401-6-693-341-000	UTILITIES	132.30
401-7-731-230-000	SUPPLIES/TOOLS	174.06
401-7-731-375-000	LEASE PURCHASE	231.38
402-2-200-005-000	GROUP INSURANCE PAY	708.34
402-2-200-007-000	MEDICAL INSURANCE PA	36,463.88
402-2-200-021-000	VISION CARE PAYABLE	330.90
402-2-200-201-000	DELTA DENTAL	152.84
402-6-651-251-000	RENTALS	246.60
402-6-651-341-000	UTILITIES	59.33
402-6-653-230-000	SUPPLIES/TOOLS	1,852.24
402-6-653-251-000	RENTALS	5,903.18
408-8-812-221-000	VEH/HVY EQUIP. REPAIR	16,485.69
408-8-812-249-000	EQUIPMENT MAINT/REP	3,764.00
408-8-812-341-000	UTILITIES	36.96
410-8-816-341-000	UTILITIES	470.41
411-8-814-341-000	UTILITIES	169.83
412-8-815-341-000	UTILITIES	43.33
413-8-818-233-000	AIR PACKS & BUNKER GE	1,179.00
414-8-819-341-000	UTILITIES	159.95

Account Summary

Account Number	Account Name	Expense Amount
427-2-200-005-000	GROUP INSURANCE PAY	72.04
427-2-200-007-000	MEDICAL INSURANCE PA	2,317.07
427-2-200-021-000	VISION CARE PAYABLE	24.93
427-2-200-201-000	VOUCHERS PAYABLE	106.62
427-6-638-260-000	PROFESSIONAL SERVICE	1,363.38
427-6-639-270-000	PAYMENT OF HOSPITAL	477.89
427-6-639-296-000	INDIGENT BURIAL	3,000.00
432-2-200-005-000	GROUP INSURANCE PAY	54.56
432-2-200-007-000	MEDICAL INS. PAYABLE	3,849.94
432-2-200-021-000	VISION CARE PAYABLE	47.27
432-2-200-201-000	VOUCHERS PAYABLE	106.62
432-7-761-252-000	PRINTING/PUBLISHING	36.21
432-7-761-267-000	CONTRACTUAL SERVICES	8,941.03
432-7-762-267-000	CONTRACTUAL SERVICES	9,388.86
435-2-200-005-000	GROUP INSURANCE PAY	29.94
435-2-200-007-000	MEDICAL INSURANCE PA .	1,914.91
435-2-200-021-000	VISION CARE PAYABLE	21.07
437-2-200-005-000	GROUP INSURANCE PAY	17.22
437-2-200-007-000	MEDICAL INSURANCE PA	1,531.16
437-2-200-021-000	VISION CARE PAYABLE	12.44
437-2-200-201-000	DELTA DENTAL	71.07
437-6-659-242-000	LANDFILL EXPENSES	13,525.64
437-6-659-341-000	UTILITIES	223.33
452-2-200-005-000	GROUP INSURANCE PAY	338.87
452-2-200-007-000	MEDICAL INSURANCE PA	11,123.27
452-2-200-021-000	VISION CARE PAYABLE	117.19
452-2-200-201-000	VOUCHERS PAYABLE	71.07
452-8-832-223-000	VEHICLE FUELS	3,154.06
452-8-832-230-000	SUPPLIES/TOOLS	42.50
452-8-832-267-000	CONTRACTUAL SERVICES	305.28
452-8-832-341-000	UTILITIES	30.26
452-8-832-375-000	LEASE PURCHASE	9,419.95
605-6-672-428-000	ECONOMIC GRANTS TO	12,500.00
628-2-200-005-000	GROUP INSURANCE PAY	80.10
628-2-200-007-000	MEDICAL INSURANCE PA	6,064.57
628-2-200-021-000	VISION CARE PAYABLE	58.44
628-2-200-201-000	VOUCHERS PAYABLE	142.14
631-8-883-247-000	CONSTRUCTION PROJEC	88,459.14
631-8-886-247-000	CONSTRUCTION	2,603.64
631-8-889-230-000	SUPPLIES	8,333.33
631-8-889-260-000	PROFESSIONAL SERVICE	11,111.11
635-6-682-371-000	EQUIPMENT/MACHINER	31,000.00
635-6-682-372-000	VEHICLES	55,385.00
635-6-682-381-200	CONSTRUCTION PROJEC	67,728.44
650-6-684-251-000	RENTALS	314.56
650-6-684-264-000	FEEDING OF PRISONERS	39,831.99
	Grand Total:	668,221.23

Project Account Summary

Project Account Key		Expense Amount
None		668,221.23
	Grand Total:	668,221.23

Chaves County, NM

Expense Approval Register

Packet: APPKT03021 - XCEL ACH PMTS 6/7/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC026182	05/23/2024	ACCT# 54-0012497212-2	452-8-832-341-000	123.95
SOUTHWESTERN PUBLIC SER	CC026183	06/01/2024	ACCT# 54-3949442-7	401-6-619-340-000	8,152.99
SOUTHWESTERN PUBLIC SER	CC026184	06/01/2024	ACCT# 54-3943785-9	401-6-691-243-000	84.51
SOUTHWESTERN PUBLIC SER	CC026184	06/01/2024	ACCT# 54-3943782-6	412-8-815-341-000	77.55
SOUTHWESTERN PUBLIC SER	CC026185	06/04/2024	ACCT# 54-3943758-6	401-6-691-243-000	38.08
SOUTHWESTERN PUBLIC SER	CC026186	06/04/2024	ACCT# 54-3943777-9	401-6-691-243-000	38.08
SOUTHWESTERN PUBLIC SER	CC026187	06/01/2024	ACCT# 54-3943607-4	401-7-751-341-000	24.52
SOUTHWESTERN PUBLIC SER	CC026188	06/01/2024	ACCT# 54-0010784288-9	412-8-815-341-000	134.80
SOUTHWESTERN PUBLIC SER	CC026189	06/01/2024	ACCT# 54-1485939-1	401-6-691-243-000	42.34
SOUTHWESTERN PUBLIC SER	CC026189	06/01/2024	ACCT# 54-1485939-1	401-6-693-341-000	41.54
SOUTHWESTERN PUBLIC SER	CC026190	06/01/2024	ACCT# 54-8936266-1	412-8-815-341-000	52.50
				Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:	**8,810.86**
				Grand Total:	**8,810.86**

Fund Summary

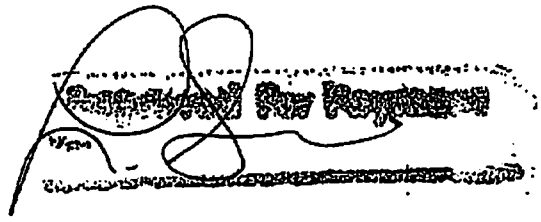
Fund	Expense Amount
401 - GENERAL FUND	8,422.06
412 - SIERRA VOLUNTEER FIRE FND	264.85
452 - FLOOD CONTROL	123.95
Grand Total:	8,810.86

Account Summary

Account Number	Account Name	Expense Amount
401-6-619-340-000	TELEPHONE	8,152.99
401-6-691-243-000	HIGHWAY LIGHTS	203.01
401-6-693-341-000	UTILITIES	41.54
401-7-751-341-000	UTILITIES	24.52
412-8-815-341-000	UTILITIES	264.85
452-8-832-341-000	UTILITIES	123.95
Grand Total:		8,810.86

Project Account Summary

Project Account Key	Expense Amount
None	8,810.86
Grand Total:	8,810.86





Chaves County, NM

Expense Approval Register

APPKT03027 - ELECTION CHECK RUN 6/13/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ANGELA LAVOLPA					
ANGELA LAVOLPA	CC026237	06/06/2024	TRAINING	631-8-872-230-000	30.00
ANGELA LAVOLPA	CC026237	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
				Vendor ANGELA LAVOLPA Total:	**415.00**
Vendor: ANGELO GURULE					
ANGELO GURULE	CC026259	06/06/2024	MESSENGER 6/5/2024	631-8-872-230-000	192.00
ANGELO GURULE	CC026259	06/06/2024	MESSENGER 5/17/24	631-8-872-230-000	120.00
ANGELO GURULE	CC026259	06/06/2024	MESSENGER 5/31/24	631-8-872-230-000	192.00
				Vendor ANGELO GURULE Total:	**504.00**
Vendor: ANTHONY NOBLE					
ANTHONY NOBLE	CC026261	06/06/2024	ELECTION DAY	631-8-872-230-000	50.00
				Vendor ANTHONY NOBLE Total:	**50.00**
Vendor: BETTY J. BECERRA					
BETTY J. BECERRA	CC026205	06/06/2024	MILEAGE	631-8-872-230-000	20.70
BETTY J. BECERRA	CC026205	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
				Vendor BETTY J. BECERRA Total:	**405.70**
Vendor: BEVERLY WEST					
BEVERLY WEST	CC026203	06/06/2024	MILEAGE	631-8-872-230-000	20.70
BEVERLY WEST	CC026203	06/06/2024	ELECTION DAY	631-8-872-230-000	400.00
				Vendor BEVERLY WEST Total:	**420.70**
Vendor: CARMEN CORDOVA					
CARMEN CORDOVA	CC026225	06/06/2024	TRAINING	631-8-872-230-000	30.00
CARMEN CORDOVA	CC026225	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
				Vendor CARMEN CORDOVA Total:	**415.00**
Vendor: CAROLYN HOLLIFIELD					
CAROLYN HOLLIFIELD	CC026258	06/06/2024	TRAINING	631-8-872-230-000	30.00
CAROLYN HOLLIFIELD	CC026258	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
				Vendor CAROLYN HOLLIFIELD Total:	**405.00**
Vendor: CATHY CROSSLEY					
CATHY CROSSLEY	CC026241	06/06/2024	TRAINING	631-8-872-230-000	30.00
CATHY CROSSLEY	CC026241	06/06/2024	ELECTION DAY	631-8-872-230-000	400.00
				Vendor CATHY CROSSLEY Total:	**430.00**
Vendor: CHARLES L. HARPER					
CHARLES L. HARPER	CC026232	06/06/2024	ELECTION DAY	631-8-872-230-000	400.00
CHARLES L. HARPER	CC026232	06/06/2024	TRAINING	631-8-872-230-000	30.00
				Vendor CHARLES L. HARPER Total:	**430.00**
Vendor: CHEREE BILBERRY					
CHEREE BILBERRY	CC026211	06/06/2024	MESSENGER	631-8-872-230-000	93.60
CHEREE BILBERRY	CC026211	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
CHEREE BILBERRY	CC026211	06/06/2024	TRAINING	631-8-872-230-000	30.00
				Vendor CHEREE BILBERRY Total:	**498.60**
Vendor: CHRIS A WILDERMUTH					
CHRIS A WILDERMUTH	CC026242	06/06/2024	TRAINING	631-8-872-230-000	30.00
CHRIS A WILDERMUTH	CC026242	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
				Vendor CHRIS A WILDERMUTH Total:	**415.00**
Vendor: CHRISTOPHER LARA					
CHRISTOPHER LARA	CC026239	06/06/2024	TRAINING	631-8-872-230-000	30.00
CHRISTOPHER LARA	CC026239	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
				Vendor CHRISTOPHER LARA Total:	**405.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: CONNIE FORD					
CONNIE FORD	CC026210	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
CONNIE FORD	CC026210	06/06/2024	TRAINING	631-8-872-230-000	30.00
CONNIE FORD	CC026210	06/06/2024	MILEAGE	631-8-872-230-000	67.50
				Vendor CONNIE FORD Total:	**472.50**
Vendor: DAISY PITTMAN					
DAISY PITTMAN	CC026227	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
DAISY PITTMAN	CC026227	06/06/2024	TRAINING	631-8-872-230-000	30.00
				Vendor DAISY PITTMAN Total:	**405.00**
Vendor: DANIEL M. JOHNSON					
DANIEL M. JOHNSON	CC026219	06/06/2024	ELECTION DAY	631-8-872-230-000	400.00
				Vendor DANIEL M. JOHNSON Total:	**400.00**
Vendor: DORA MARTINEZ					
DORA MARTINEZ	CC026246	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
				Vendor DORA MARTINEZ Total:	**385.00**
Vendor: EDUARDO GUTIERREZ					
EDUARDO GUTIERREZ	CC026252	06/06/2024	TRAINING	631-8-872-230-000	30.00
EDUARDO GUTIERREZ	CC026252	06/06/2024	MILEAGE	631-8-872-230-000	31.50
EDUARDO GUTIERREZ	CC026252	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
				Vendor EDUARDO GUTIERREZ Total:	**446.50**
Vendor: ELIZABETH P. MONTOYA					
ELIZABETH P. MONTOYA	CC026204	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
				Vendor ELIZABETH P. MONTOYA Total:	**385.00**
Vendor: EVA NUNEZ					
EVA NUNEZ	CC026194	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
EVA NUNEZ	CC026194	06/06/2024	TRAINING	631-8-872-230-000	30.00
				Vendor EVA NUNEZ Total:	**405.00**
Vendor: FRANK R. RAMIREZ					
FRANK R. RAMIREZ	CC026199	06/06/2024	TRAINING	631-8-872-230-000	30.00
FRANK R. RAMIREZ	CC026199	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
				Vendor FRANK R. RAMIREZ Total:	**415.00**
Vendor: FRANK SOSA					
FRANK SOSA	CC026244	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
FRANK SOSA	CC026244	06/06/2024	TRAINING	631-8-872-230-000	30.00
				Vendor FRANK SOSA Total:	**405.00**
Vendor: GEORGE B HARRIS					
GEORGE B HARRIS	CC026247	06/06/2024	MESSENGER	631-8-872-230-000	46.00
GEORGE B HARRIS	CC026247	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
				Vendor GEORGE B HARRIS Total:	**431.00**
Vendor: GINA M. MONTES					
GINA M. MONTES	CC026208	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
				Vendor GINA M. MONTES Total:	**385.00**
Vendor: INEATHA H. GAY					
INEATHA H. GAY	CC026233	06/06/2024	TRAINING	631-8-872-230-000	30.00
INEATHA H. GAY	CC026233	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
				Vendor INEATHA H. GAY Total:	**415.00**
Vendor: JACOB DURAN					
JACOB DURAN	CC026249	06/06/2024	TRAINING	631-8-872-230-000	30.00
JACOB DURAN	CC026249	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
				Vendor JACOB DURAN Total:	**405.00**
Vendor: JACQUELINE DE LA CRUZ					
JACQUELINE DE LA CRUZ	CC026253	06/06/2024	MILEAGE	631-8-872-230-000	23.40
JACQUELINE DE LA CRUZ	CC026253	06/06/2024	TRAINING	631-8-872-230-000	30.00
JACQUELINE DE LA CRUZ	CC026253	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
				Vendor JACQUELINE DE LA CRUZ Total:	**428.40**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: JOE M. PONCE					
JOE M. PONCE	CC026193	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
				Vendor JOE M. PONCE Total:	**385.00**
Vendor: JUANITA K KIRKPATRICK					
JUANITA K KIRKPATRICK	CC026192	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
JUANITA K KIRKPATRICK	CC026192	06/06/2024	TRAINING	631-8-872-230-000	30.00
				Vendor JUANITA K KIRKPATRICK Total:	**415.00**
Vendor: JUANPABLO MARTINIEZ					
JUANPABLO MARTINIEZ	CC026245	06/06/2024	ELECTION DAY	631-8-872-230-000	400.00
				Vendor JUANPABLO MARTINIEZ Total:	**400.00**
Vendor: KATHERINE MALLION					
KATHERINE MALLION	CC026216	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
KATHERINE MALLION	CC026216	06/06/2024	TRAINING	631-8-872-230-000	30.00
				Vendor KATHERINE MALLION Total:	**415.00**
Vendor: LADONNA WILLOUGHBY					
LADONNA WILLOUGHBY	CC026214	06/06/2024	TRAINING	631-8-872-230-000	30.00
LADONNA WILLOUGHBY	CC026214	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
				Vendor LADONNA WILLOUGHBY Total:	**415.00**
Vendor: LARRY CAMPBELL					
LARRY CAMPBELL	CC026202	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
				Vendor LARRY CAMPBELL Total:	**375.00**
Vendor: LILLY M. CHAVEZ					
LILLY M. CHAVEZ	CC026213	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
LILLY M. CHAVEZ	CC026213	06/06/2024	TRAINING	631-8-872-230-000	30.00
				Vendor LILLY M. CHAVEZ Total:	**415.00**
Vendor: LINDA J ORTIZ					
LINDA J ORTIZ	CC026231	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
LINDA J ORTIZ	CC026231	06/06/2024	TRAINING	631-8-872-230-000	30.00
				Vendor LINDA J ORTIZ Total:	**405.00**
Vendor: LOIS WILSON STEPHENS					
LOIS WILSON STEPHENS	CC026206	06/06/2024	TRAINING	631-8-872-230-000	30.00
LOIS WILSON STEPHENS	CC026206	06/06/2024	MILEAGE	631-8-872-230-000	20.70
LOIS WILSON STEPHENS	CC026206	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
				Vendor LOIS WILSON STEPHENS Total:	**425.70**
Vendor: MARGARET BADILLO					
MARGARET BADILLO	CC026222	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
				Vendor MARGARET BADILLO Total:	**375.00**
Vendor: MARIANA MALDONADO-TREJO					
MARIANA MALDONADO-TRE	CC026240	06/06/2024	TRAINING	631-8-872-230-000	30.00
MARIANA MALDONADO-TRE	CC026240	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
				Vendor MARIANA MALDONADO-TREJO Total:	**405.00**
Vendor: MARY JEAN FOWLER					
MARY JEAN FOWLER	CC026209	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
MARY JEAN FOWLER	CC026209	06/06/2024	PROVISIONAL BOARD	631-8-872-230-000	46.00
				Vendor MARY JEAN FOWLER Total:	**431.00**
Vendor: MARY K GARCIA					
MARY K GARCIA	CC026243	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
MARY K GARCIA	CC026243	06/06/2024	TRAINING	631-8-872-230-000	30.00
				Vendor MARY K GARCIA Total:	**415.00**
Vendor: MELINDA BACA					
MELINDA BACA	CC026191	06/06/2024	ELECTION DAY	631-8-872-230-000	400.00
MELINDA BACA	CC026191	06/06/2024	TRAINING	631-8-872-230-000	30.00
				Vendor MELINDA BACA Total:	**430.00**
Vendor: MICHAEL A TRUJILLO					
MICHAEL A TRUJILLO	CC026257	06/06/2024	TRAINING	631-8-872-230-000	30.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MICHAEL A TRUJILLO	CC026257	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
				Vendor MICHAEL A TRUJILLO Total:	**405.00**
Vendor: MISHA HENTHORN					
MISHA HENTHORN	CC026238	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
MISHA HENTHORN	CC026238	06/06/2024	TRAINING	631-8-872-230-000	30.00
				Vendor MISHA HENTHORN Total:	**415.00**
Vendor: NADINE M. PITTMAN					
NADINE M. PITTMAN	CC026226	06/06/2024	ELECITON DAY	631-8-872-230-000	385.00
				Vendor NADINE M. PITTMAN Total:	**385.00**
Vendor: NOREEN TEEL					
NOREEN TEEL	CC026250	06/06/2024	TRAINING	631-8-872-230-000	30.00
NOREEN TEEL	CC026250	06/06/2024	MILEAGE	631-8-872-230-000	28.80
NOREEN TEEL	CC026250	06/06/2024	ELECTION DAY	631-8-872-230-000	400.00
				Vendor NOREEN TEEL Total:	**458.80**
Vendor: ORALIA TORRES					
ORALIA TORRES	CC026218	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
ORALIA TORRES	CC026218	06/06/2024	TRAINING	631-8-872-230-000	30.00
				Vendor ORALIA TORRES Total:	**405.00**
Vendor: PATRICIA DAWN HILL					
PATRICIA DAWN HILL	CC026234	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
				Vendor PATRICIA DAWN HILL Total:	**385.00**
Vendor: PATTY GOODE					
PATTY GOODE	CC026224	06/06/2024	TRAINING	631-8-872-230-000	30.00
PATTY GOODE	CC026224	06/06/2024	ELECTION DAY	631-8-872-230-000	400.00
				Vendor PATTY GOODE Total:	**430.00**
Vendor: PAULA MCCLAIN-SILVA					
PAULA MCCLAIN-SILVA	CC026220	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
				Vendor PAULA MCCLAIN-SILVA Total:	**385.00**
Vendor: REBECCA FRANCO					
REBECCA FRANCO	CC026248	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
				Vendor REBECCA FRANCO Total:	**375.00**
Vendor: REFUGIA GONZALES					
REFUGIA GONZALES	CC026229	06/06/2024	TRAINING	631-8-872-230-000	30.00
REFUGIA GONZALES	CC026229	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
				Vendor REFUGIA GONZALES Total:	**415.00**
Vendor: RITA KANE					
RITA KANE	CC026212	06/06/2024	TRAINING	631-8-872-230-000	30.00
RITA KANE	CC026212	06/06/2024	ELECTION DAY	631-8-872-230-000	400.00
				Vendor RITA KANE Total:	**430.00**
Vendor: RITA LARA					
RITA LARA	CC026215	06/06/2024	TRAINING	631-8-872-230-000	30.00
RITA LARA	CC026215	06/06/2024	ELECITON DAY	631-8-872-230-000	375.00
				Vendor RITA LARA Total:	**405.00**
Vendor: RITA S. THOMAS					
RITA S. THOMAS	CC026195	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
				Vendor RITA S. THOMAS Total:	**375.00**
Vendor: ROBBIE HIGGINS					
ROBBIE HIGGINS	CC026254	06/06/2024	PROVISIONAL BOARD	631-8-872-230-000	48.00
ROBBIE HIGGINS	CC026254	06/06/2024	TRAINING	631-8-872-230-000	30.00
ROBBIE HIGGINS	CC026254	06/06/2024	ELECTION DAY	631-8-872-230-000	400.00
				Vendor ROBBIE HIGGINS Total:	**478.00**
Vendor: ROBERT L DISENSO					
ROBERT L DISENSO	CC026223	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
				Vendor ROBERT L DISENSO Total:	**375.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ROBERT WILLIS					
ROBERT WILLIS	CC026200	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
ROBERT WILLIS	CC026200	06/06/2024	TRAINING	631-8-872-230-000	30.00
				Vendor ROBERT WILLIS Total:	**415.00**
Vendor: ROSIE FRANCO					
ROSIE FRANCO	CC026217	06/06/2024	TRAINING	631-8-872-230-000	30.00
ROSIE FRANCO	CC026217	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
				Vendor ROSIE FRANCO Total:	**405.00**
Vendor: ROSIE LARA					
ROSIE LARA	CC026221	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
				Vendor ROSIE LARA Total:	**385.00**
Vendor: ROSS ROBERTSON					
ROSS ROBERTSON	CC026198	06/06/2024	ELECTION DAY	631-8-872-230-000	400.00
				Vendor ROSS ROBERTSON Total:	**400.00**
Vendor: SABRINA LARA					
SABRINA LARA	CC026236	06/06/2024	ELECTION DAY	631-8-872-230-000	400.00
SABRINA LARA	CC026236	06/06/2024	TRAINING	631-8-872-230-000	30.00
				Vendor SABRINA LARA Total:	**430.00**
Vendor: SARA HUFF HALL					
SARA HUFF HALL	CC026256	06/06/2024	TRAINING	631-8-872-230-000	30.00
SARA HUFF HALL	CC026256	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
				Vendor SARA HUFF HALL Total:	**415.00**
Vendor: SARA M ALVARADO					
SARA M ALVARADO	CC026197	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
SARA M ALVARADO	CC026197	06/06/2024	TRAINING	631-8-872-230-000	30.00
				Vendor SARA M ALVARADO Total:	**405.00**
Vendor: SHAWN JIPP					
SHAWN JIPP	CC026201	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
				Vendor SHAWN JIPP Total:	**375.00**
Vendor: SHEILA ESSLINGER					
SHEILA ESSLINGER	CC026207	06/06/2024	ELECTION DAY	631-8-872-230-000	400.00
				Vendor SHEILA ESSLINGER Total:	**400.00**
Vendor: STEVE SORENSEN					
STEVE SORENSEN	CC026260	06/06/2024	MESSENGER/ 6/4/2024	631-8-872-230-000	96.00
STEVE SORENSEN	CC026260	06/06/2024	MESSENGER MILES/ 6/4/202	631-8-872-230-000	41.85
STEVE SORENSEN	CC026260	06/06/2024	MESSENGER 6/5/2024	631-8-872-230-000	192.00
STEVE SORENSEN	CC026260	06/06/2024	MESSENGER 5/31/24	631-8-872-230-000	192.00
				Vendor STEVE SORENSEN Total:	**521.85**
Vendor: TATUM MELLOTT					
TATUM MELLOTT	CC026251	06/06/2024	MILEAGE	631-8-872-230-000	28.80
TATUM MELLOTT	CC026251	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
TATUM MELLOTT	CC026251	06/06/2024	TRAINING	631-8-872-230-000	30.00
				Vendor TATUM MELLOTT Total:	**443.80**
Vendor: THURMAN WILLIAMS					
THURMAN WILLIAMS	CC026230	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
THURMAN WILLIAMS	CC026230	06/06/2024	TRAINING	631-8-872-230-000	30.00
				Vendor THURMAN WILLIAMS Total:	**415.00**
Vendor: TRACY N LARSON					
TRACY N LARSON	CC026228	06/06/2024	TRAINING	631-8-872-230-000	30.00
TRACY N LARSON	CC026228	06/06/2024	ELECTION DAY	631-8-872-230-000	400.00
				Vendor TRACY N LARSON Total:	**430.00**
Vendor: TRENTON WHITE					
TRENTON WHITE	CC026196	06/06/2024	TRAINING	631-8-872-230-000	30.00
TRENTON WHITE	CC026196	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
				Vendor TRENTON WHITE Total:	**405.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: WAYNE E. KASUBOSKI					
WAYNE E. KASUBOSKI	CC026255	06/06/2024	TRAINING	631-8-872-230-000	30.00
WAYNE E. KASUBOSKI	CC026255	06/06/2024	ELECTION DAY	631-8-872-230-000	385.00
				Vendor WAYNE E. KASUBOSKI Total:	**415.00**
Vendor: YOLANDA M CASAREZ					
YOLANDA M CASAREZ	CC026235	06/06/2024	TRAINING	631-8-872-230-000	30.00
YOLANDA M CASAREZ	CC026235	06/06/2024	ELECTION DAY	631-8-872-230-000	375.00
				Vendor YOLANDA M CASAREZ Total:	**405.00**
				Grand Total:	**29,071.55**

Fund Summary

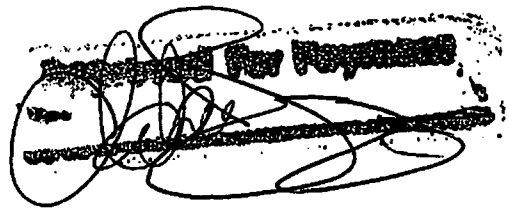
Fund	Expense Amount
631 - OTHER GRANTS & CONTRACTS	29,071.55
Grand Total:	**29,071.55**

Account Summary

Account Number	Account Name	Expense Amount
631-8-872-230-000	2024 PRIMARY ELECTIO	29,071.55
	Grand Total:	**29,071.55**

Project Account Summary

Project Account Key	Expense Amount
None	29,071.55
Grand Total:	**29,071.55**



Expense Approval Register

Chaves County, NM

:t: APPKT03029 - ELECTION CK RUN 2 6/14/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ASHLYN MONTGOMERY					
ASHLYN MONTGOMERY	CC026273	06/13/2024	ELECTION DAY	631-8-872-230-000	375.00
				Vendor ASHLYN MONTGOMERY Total:	**375.00**
Vendor: EMMA BURT					
EMMA BURT	CC026272	06/13/2024	ELECTION DAY	631-8-872-230-000	375.00
				Vendor EMMA BURT Total:	**375.00**
				Grand Total:	**750.00**

Fund Summary

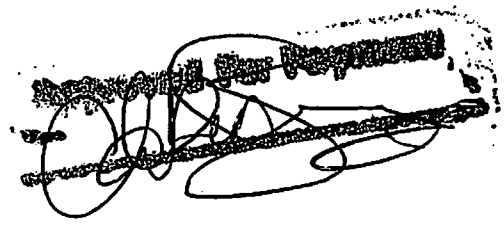
Fund	Expense Amount
631 - OTHER GRANTS & CONTRACTS	750.00
Grand Total:	**750.00**

Account Summary

Account Number	Account Name	Expense Amount
631-8-872-230-000	2024 PRIMARY ELECTIO	750.00
	Grand Total:	**750.00**

Project Account Summary

Project Account Key	Expense Amount
None	750.00
Grand Total:	**750.00**





Chaves County, NM

Expense Approval Register

Packet: APPKT03031 - CHECK RUN 6/14/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AMANDA BEAGLES-CLARK					
AMANDA BEAGLES-CLARK	CC026263	06/10/2024	TRANSPORT/ GRANTS/ DISTR	650-6-684-228-000	10.00
				Vendor AMANDA BEAGLES-CLARK Total:	**10.00**
Vendor: ANDREW REY					
ANDREW REY	CC026262	06/06/2024	EXTREME NETWORKS TRAINI	401-6-622-226-000	276.04
				Vendor ANDREW REY Total:	**276.04**
Vendor: B DIAMOND INFRA LLC					
B DIAMOND INFRA LLC	006841	06/01/2024	TOWER LEASE FOR JUNE 20	401-7-751-251-000	619.03
				Vendor B DIAMOND INFRA LLC Total:	**619.03**
Vendor: BELL GAS INC					
BELL GAS INC	319226	06/11/2024	CUST # 460785	452-8-832-230-000	34.50
				Vendor BELL GAS INC Total:	**34.50**
Vendor: BIG BROTHERS BIG SISTERS OF CENTRAL NM					
BIG BROTHERS BIG SISTERS	CC026271	06/07/2024	ONE-ONE MENTORING SERVI	631-8-889-260-000	11,111.12
				Vendor BIG BROTHERS BIG SISTERS OF CENTRAL NM Total:	**11,111.12**
Vendor: BOYS & GIRLS CLUBS OF CHAVES AND LINCOLN COUNTIES					
BOYS & GIRLS CLUBS OF CHA	2024-0611	06/11/2024	YOUTH CLUB RFP-24-1	631-8-889-230-000	8,333.36
				Vendor BOYS & GIRLS CLUBS OF CHAVES AND LINCOLN COUNTIES Total:	**8,333.36**
Vendor: CHAVES COUNTY CASA					
CHAVES COUNTY CASA	FY24-11AEP	06/11/2024	ALTERNATIVE ED PROGRAM	631-8-885-267-000	1,800.00
CHAVES COUNTY CASA	FY24-11GS	06/11/2024	GENDER SPECIFIC PROGRAM	631-8-885-267-000	1,320.00
CHAVES COUNTY CASA	FY24-11YA	06/12/2024	ADVOCACY PROGRAM/ FY 2	631-8-885-267-000	4,855.00
				Vendor CHAVES COUNTY CASA Total:	**7,975.00**
Vendor: CIRCLE F ENTERPRISES,LLC					
CIRCLE F ENTERPRISES,LLC	6122024	06/12/2024	2 GATES REPLACED/ RD	402-6-653-257-000	11,576.10
				Vendor CIRCLE F ENTERPRISES,LLC Total:	**11,576.10**
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC026270	06/01/2024	ACCT# 52228	452-8-832-341-000	58.18
				Vendor CITY OF ROSWELL Total:	**58.18**
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC026269	06/01/2024	ACCT# 44	437-6-659-242-000	13,921.52
				Vendor CITY OF ROSWELL Total:	**13,921.52**
Vendor: DONA ANA COUNTY					
DONA ANA COUNTY	S0096073	06/05/2024	JUVIE INMATE HOUSING	401-6-645-268-000	12,400.00
				Vendor DONA ANA COUNTY Total:	**12,400.00**
Vendor: EASTERN NM MEDICAL CENTER					
EASTERN NM MEDICAL CENT	CC026264	06/11/2024	ACCT# VAW93363	427-6-639-270-000	734.82
				Vendor EASTERN NM MEDICAL CENTER Total:	**734.82**
Vendor: FORREST TIRE OF ROSWELL, NM INC.					
FORREST TIRE OF ROSWELL,	1075085	06/01/2024	ALIGNMENT FOR UNIT 933	401-7-752-221-000	73.45
				Vendor FORREST TIRE OF ROSWELL, NM INC. Total:	**73.45**
Vendor: HERITAGE MEMORIAL ALLIANCE					
HERITAGE MEMORIAL ALLIA	11558	06/07/2024	PERMIT # 6230	427-6-639-296-000	1,000.00
HERITAGE MEMORIAL ALLIA	11730	06/07/2024	PERMIT # 6295	427-6-639-296-000	1,000.00
HERITAGE MEMORIAL ALLIA	11865	06/07/2024	PERMIT # 6364	427-6-639-296-000	1,000.00
HERITAGE MEMORIAL ALLIA	11959	06/07/2024	PERMIT # 6411	427-6-639-296-000	1,000.00
HERITAGE MEMORIAL ALLIA	11970	06/07/2024	PERMIT # 6437	427-6-639-296-000	1,000.00
HERITAGE MEMORIAL ALLIA	12057	06/07/2024	PERMIT # 6396	427-6-639-296-000	1,000.00
HERITAGE MEMORIAL ALLIA	12058	06/07/2024	PERMIT # 6229	427-6-639-296-000	1,000.00
HERITAGE MEMORIAL ALLIA	12059	06/07/2024	PERMIT # 6386	427-6-639-296-000	1,000.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HERITAGE MEMORIAL ALLIA	12060	06/07/2024	PERMIT # 6416	427-6-639-296-000	1,000.00
HERITAGE MEMORIAL ALLIA	12061	06/07/2024	PERMIT # 6363	427-6-639-296-000	1,000.00
HERITAGE MEMORIAL ALLIA	12062	06/07/2024	PERMIT # 6370	427-6-639-296-000	1,000.00
HERITAGE MEMORIAL ALLIA	12063	06/07/2024	PERMIT # 6372	427-6-639-296-000	1,000.00
HERITAGE MEMORIAL ALLIA	12064	06/07/2024	PERMIT # 6388	427-6-639-296-000	1,000.00
HERITAGE MEMORIAL ALLIA	12073	06/07/2024	PERMIT # 6408	427-6-639-296-000	1,000.00
				Vendor HERITAGE MEMORIAL ALLIANCE Total:	**14,000.00**
Vendor: IC GIS LLC					
IC GIS LLC	1001	06/10/2024	PARCEL VIEWER DESIGN & U	401-7-731-260-000	2,500.00
				Vendor IC GIS LLC Total:	**2,500.00**
Vendor: INK IMPRESSIONS INC					
INK IMPRESSIONS INC	59840	06/11/2024	ELECTION SUPPLIES 2024 PRI	631-8-872-230-000	1,750.00
				Vendor INK IMPRESSIONS INC Total:	**1,750.00**
Vendor: LAKE ARTHUR MUNICIPAL SCHOOLS					
LAKE ARTHUR MUNICIPAL SC	FY24-11LA-TNT	06/11/2024	DWI DISTRIBUTION/ FY 23-2	432-7-761-267-000	1,000.00
				Vendor LAKE ARTHUR MUNICIPAL SCHOOLS Total:	**1,000.00**
Vendor: LOVELACE HEALTH SYSTEMS, LLC					
LOVELACE HEALTH SYSTEMS,	CC026265	06/11/2024	INMATE CLAIM # 34994	427-6-639-270-000	128.18
				Vendor LOVELACE HEALTH SYSTEMS, LLC Total:	**128.18**
Vendor: MIXER CENTER ROSWELL LLC					
MIXER CENTER ROSWELL LLC	15541	06/12/2024	UNIT 219 STRAIGHT THREAD	452-8-832-230-000	61.72
				Vendor MIXER CENTER ROSWELL LLC Total:	**61.72**
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0011814	06/13/2024	NM RETIREE HEALTH CARE P	401-2-200-020-000	7,611.39
NM RETIREE HEALTH CARE A	INV0011814	06/13/2024	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,863.07
NM RETIREE HEALTH CARE A	INV0011814	06/13/2024	NM RETIREE HEALTH CARE P	427-2-200-020-000	122.52
NM RETIREE HEALTH CARE A	INV0011814	06/13/2024	NM RETIREE HEALTH CARE P	432-2-200-020-000	189.57
NM RETIREE HEALTH CARE A	INV0011814	06/13/2024	NM RETIREE HEALTH CARE P	435-2-200-020-000	138.02
NM RETIREE HEALTH CARE A	INV0011814	06/13/2024	NM RETIREE HEALTH CARE P	437-2-200-020-000	81.12
NM RETIREE HEALTH CARE A	INV0011814	06/13/2024	NM RETIREE HEALTH CARE P	452-2-200-020-000	646.52
NM RETIREE HEALTH CARE A	INV0011814	06/13/2024	NM RETIREE HEALTH CARE P	628-2-200-020-000	329.04
NM RETIREE HEALTH CARE A	INV0011815	06/13/2024	NM Retiree HealthCare Law	401-2-200-020-000	3,320.83
				Vendor NM RETIREE HEALTH CARE AUTHORITY Total:	**14,302.08**
Vendor: PORTABLE COMPUTER SYSTEMS, INC					
PORTABLE COMPUTER SYSTE	INV752793	06/11/2024	3 CASES THERMAL PAPER TR	430-7-753-230-000	716.67
				Vendor PORTABLE COMPUTER SYSTEMS, INC Total:	**716.67**
Vendor: REGENTS OF NEW MEXICO STATE UNIVERSITY					
REGENTS OF NEW MEXICO S	13617	06/10/2024	PE110B, CPM 156/ MADRID	452-8-832-224-000	150.00
				Vendor REGENTS OF NEW MEXICO STATE UNIVERSITY Total:	**150.00**
Vendor: ROSWELL CLINIC CORP					
ROSWELL CLINIC CORP	CC026266	06/11/2024	ACCT# 1775206V1610	427-6-639-270-000	45.40
ROSWELL CLINIC CORP	CC026267	06/11/2024	ACCT# 1775197V1610	427-6-639-270-000	79.98
				Vendor ROSWELL CLINIC CORP Total:	**125.38**
Vendor: ROSWELL DAILY RECORD					
ROSWELL DAILY RECORD	00297663	06/01/2024	LEGAL AD # 00297663	401-6-624-252-000	109.29
				Vendor ROSWELL DAILY RECORD Total:	**109.29**
Vendor: ROSWELL W.F.L.					
ROSWELL W.F.L.	FY24-11WT	06/12/2024	WHY TRY MIDDLE SCHOOL P	631-8-885-267-000	1,485.00
				Vendor ROSWELL W.F.L. Total:	**1,485.00**
Vendor: SAN JUAN COUNTY					
SAN JUAN COUNTY	001-11	06/04/2024	JUVIE INMATE HOUSING	401-6-645-268-000	8,525.00
				Vendor SAN JUAN COUNTY Total:	**8,525.00**
Vendor: SMITH ENGINEERING					
SMITH ENGINEERING	57805	06/01/2024	MATERIALS TESTING SERVICE	402-6-651-260-000	159.41
				Vendor SMITH ENGINEERING Total:	**159.41**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: STANTON L RIGGS ATTORNEY AT LAW, LLC					
STANTON L RIGGS ATTORNEY	2024-011	06/10/2024	LEGAL SERVICES	401-6-611-260-000	8,520.54
				Vendor STANTON L RIGGS ATTORNEY AT LAW, LLC Total:	**8,520.54**
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0011807	06/13/2024	000454540-MENDOZA	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0011809	06/13/2024	000480470- SANCHEZ	401-2-200-018-000	160.46
STATE OF NEW MEXICO	INV0011810	06/13/2024	000207794- HUERTA	402-2-200-018-000	189.69
STATE OF NEW MEXICO	INV0011811	06/13/2024	000505194- B STEIDER	401-2-200-018-000	381.69
				Vendor STATE OF NEW MEXICO Total:	**864.76**
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0011808	06/13/2024	0013625446-COBOS	401-2-200-018-000	327.23
				Vendor TEXAS CHILD SUPPORT SDU Total:	**327.23**
Vendor: TK ELEVATOR CORPOR					
TK ELEVATOR CORPOR	3007834138	06/01/2024	ELEVATOR MAINT/ FY 23-24	401-6-692-267-000	5,480.49
				Vendor TK ELEVATOR CORPOR Total:	**5,480.49**
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	36683173	06/01/2024	ACCT# 003-1965747-000	401-6-624-251-000	253.54
VISUAL EDGE IT, INC	36698361	06/03/2024	ACCT# 016-1579071-000	432-7-761-251-000	214.17
VISUAL EDGE IT, INC	36739221	06/06/2024	ACCT# 020-1889587-000	401-7-751-375-000	743.38
VISUAL EDGE IT, INC	36753159	06/07/2024	ACCT# 017-1663050-000	650-6-684-251-000	478.82
VISUAL EDGE IT, INC	36755326	06/10/2024	ACCT# 020-1902961-000	408-8-812-251-000	143.91
VISUAL EDGE IT, INC	36764380	06/10/2024	ACCT# 020-1919363-000	401-6-631-251-000	146.37
				Vendor VISUAL EDGE IT, INC Total:	**1,980.19**
Vendor: WAIDE SAND & GRAVEL CO					
WAIDE SAND & GRAVEL CO	130033	06/01/2024	BITUMINOUS SURFACE TREA	402-6-653-290-000	9,479.88
WAIDE SAND & GRAVEL CO	130077	06/01/2024	BITUMINOUS SURFACE TREA	402-6-653-290-000	3,978.00
WAIDE SAND & GRAVEL CO	130088	06/01/2024	BITUMINOUS SURFACE TREA	402-6-653-290-000	11,362.97
WAIDE SAND & GRAVEL CO	130121	06/01/2024	BITUMINOUS SURFACE TREA	402-6-653-290-000	14,258.41
WAIDE SAND & GRAVEL CO	130162	06/01/2024	BITUMINOUS SURFACE TREA	402-6-653-290-000	4,067.25
WAIDE SAND & GRAVEL CO	130192	06/01/2024	BITUMINOUS SURFACE TREA	402-6-653-290-000	4,680.27
				Vendor WAIDE SAND & GRAVEL CO Total:	**47,826.78**
Vendor: WILDCAT CONCRETE & CONSTRUCTION					
WILDCAT CONCRETE & CONS	151440	06/10/2024	CONCRETE REPAIR	452-8-821-376-000	7,858.00
				Vendor WILDCAT CONCRETE & CONSTRUCTION Total:	**7,858.00**
				Grand Total:	**184,993.84**

Fund Summary

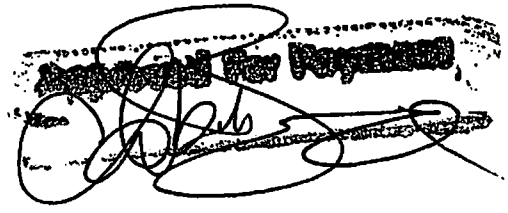
Fund	Expense Amount
401 - GENERAL FUND	51,581.65
402 - ROAD FUND	61,615.05
408 - EAST GRAND PLAINS VOLFIRE	143.91
427 - INDIGENT HOSPITAL CLAIMS	15,110.90
430 - LAW ENFORCEMENT GRANT	716.67
432 - DWI GRANT FUNDS	1,403.74
435 - CORRECTION GRANTS	138.02
437 - ENVIRONMENTAL TAX	14,002.64
452 - FLOOD CONTROL	8,808.92
628 - PROPERTY VALUATION	329.04
631 - OTHER GRANTS & CONTRACTS	30,654.48
650 - DETENTION INMATE EXPENSES	488.82
Grand Total:	**184,993.84**

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-018-000	CHILD ENFORCEMENT P	1,002.30
401-2-200-020-000	RETIREE H/C PAYABLE	10,932.22
401-6-611-260-000	PROFESSIONAL SERVICE	8,520.54
401-6-622-226-000	MILEAGE REIMBURSEME	276.04
401-6-624-251-000	RENTALS	253.54
401-6-624-252-000	PRINTING/PUBLISHING	109.29
401-6-631-251-000	RENTALS	146.37
401-6-645-268-000	CARE OF PRISONER SER	20,925.00
401-6-692-267-000	CONTRACTUAL SERVICES	5,480.49
401-7-731-260-000	PROFESSIONAL SERVICE	2,500.00
401-7-751-251-000	RENTALS	619.03
401-7-751-375-000	LEASE PURCHASE	743.38
401-7-752-221-000	VEH/HVY EQUIP. REPAIR	73.45
402-2-200-018-000	CHILD ENFORCEMENT P	189.69
402-2-200-020-000	RETIREE H/C PAYABLE	1,863.07
402-6-651-260-000	PROFESSIONAL SERVICE	159.41
402-6-653-257-000	FACILITY MAINTENANCE	11,576.10
402-6-653-290-000	PAVING PROJECTS-COOP	47,826.78
408-8-812-251-000	RENTALS	143.91
427-2-200-020-000	RETIREE H/C PAYABLE	122.52
427-6-639-270-000	PAYMENT OF HOSPITAL	988.38
427-6-639-296-000	INDIGENT BURIAL	14,000.00
430-7-753-230-000	SUPPLIES/TOOLS	716.67
432-2-200-020-000	RETIREE H/C PAYABLE	189.57
432-7-761-251-000	RENTALS	214.17
432-7-761-267-000	CONTRACTUAL SERVICES	1,000.00
435-2-200-020-000	RETIREE H/C PAYABLE	138.02
437-2-200-020-000	RETIREE H/C PAYABLE	81.12
437-6-659-242-000	LANDFILL EXPENSES	13,921.52
452-2-200-020-000	RETIREE H/C PAYABLE	646.52
452-8-821-376-000	BUILDINGS & CONSTRU	7,858.00
452-8-832-224-000	EMPLOYEE TRAINING	150.00
452-8-832-230-000	SUPPLIES/TOOLS	96.22
452-8-832-341-000	UTILITIES	58.18
628-2-200-020-000	RETIREE H/C PAYABLE	329.04
631-8-872-230-000	2024 PRIMARY ELECTIO	1,750.00
631-8-885-267-000	OTHER CONTRACT SERVI	9,460.00
631-8-889-230-000	SUPPLIES	8,333.36
631-8-889-260-000	PROFESSIONAL SERVICE	11,111.12
650-6-684-228-000	TRANSPORT PRISONERS	10.00
650-6-684-251-000	RENTALS	478.82
	Grand Total:	**184,993.84**

Project Account Summary

Project Account Key	Expense Amount
None	184,993.84
Grand Total:	**184,993.84**



Expense Approval Register

Chaves County, NM

Packet: APPKT03033 - CHECK RUN 6/17/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: J & H SERVICES INC					
J & H SERVICES INC	7616	06/14/2024	CONSTRUCTION SERVICES	631-8-884-381-000	500,000.00
				Vendor J & H SERVICES INC Total:	500,000.00
				Grand Total:	500,000.00

Fund Summary

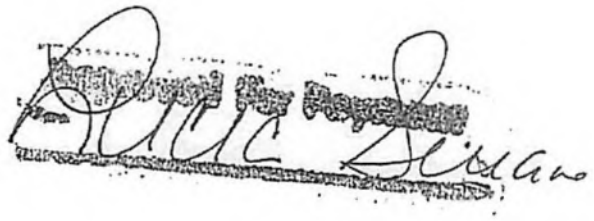
Fund	Expense Amount
631 - OTHER GRANTS & CONTRACTS	500,000.00
Grand Total:	**500,000.00**

Account Summary

Account Number	Account Name	Expense Amount
631-8-884-381-000	MACHO DRAW FLOODIN	500,000.00
	Grand Total:	**500,000.00**

Project Account Summary

Project Account Key	Expense Amount
None	500,000.00
Grand Total:	**500,000.00**



Chaves County, NM

Expense Approval Register

cket: APPKT03038 - ELECTION CK RUN3 6/21/24

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: BETTY J. BECERRA					
BETTY J. BECERRA	CC026276	06/18/2024	MILEAGE 2024 PRIMARY	631-8-872-230-000	10.12
				Vendor BETTY J. BECERRA Total:	**10.12**
Vendor: BEVERLY WEST					
BEVERLY WEST	CC026277	06/18/2024	MILEAGE 2024 PRIMARY	631-8-872-230-000	10.12
				Vendor BEVERLY WEST Total:	**10.12**
Vendor: CHEREE BILBERRY					
CHEREE BILBERRY	CC026278	06/18/2024	MILEAGE 2024 PRIMARY	631-8-872-230-000	45.76
				Vendor CHEREE BILBERRY Total:	**45.76**
Vendor: CONNIE FORD					
CONNIE FORD	CC026279	06/18/2024	MILEAGE 2024 PRIMARY	631-8-872-230-000	33.00
				Vendor CONNIE FORD Total:	**33.00**
Vendor: EDUARDO GUTIERREZ					
EDUARDO GUTIERREZ	CC026280	06/18/2024	MILEAGE 2024 PRIMARY	631-8-872-230-000	15.40
				Vendor EDUARDO GUTIERREZ Total:	**15.40**
Vendor: JACQUELINE DE LA CRUZ					
JACQUELINE DE LA CRUZ	CC026281	06/18/2024	MILEAGE 2024 PRIMARY	631-8-872-230-000	11.44
				Vendor JACQUELINE DE LA CRUZ Total:	**11.44**
Vendor: LOIS WILSON STEPHENS					
LOIS WILSON STEPHENS	CC026282	06/18/2024	MILEAGE 2024 PRIMARY	631-8-872-230-000	10.12
				Vendor LOIS WILSON STEPHENS Total:	**10.12**
Vendor: NOREEN TEEL					
NOREEN TEEL	CC026283	06/18/2024	MILEAGE 2024 PRIMARY	631-8-872-230-000	14.08
				Vendor NOREEN TEEL Total:	**14.08**
Vendor: STEVE SORENSEN					
STEVE SORENSEN	CC026285	06/18/2024	MILEAGE 2024 PRIMARY	631-8-872-230-000	20.46
				Vendor STEVE SORENSEN Total:	**20.46**
Vendor: TATUM MELLOTT					
TATUM MELLOTT	CC026284	06/18/2024	MILEAGE 2024 PRIMARY	631-8-872-230-000	14.08
				Vendor TATUM MELLOTT Total:	**14.08**
				Grand Total:	**184.58**

Fund Summary

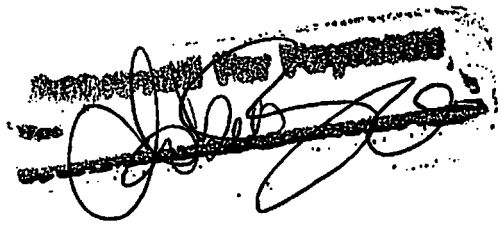
Fund	Expense Amount
631 - OTHER GRANTS & CONTRACTS	184.58
Grand Total:	184.58

Account Summary

Account Number	Account Name	Expense Amount
631-8-872-230-000	2024 PRIMARY ELECTIO	184.58
	Grand Total:	184.58

Project Account Summary

Project Account Key	Expense Amount
None	184.58
Grand Total:	184.58





Chaves County, NM

Expense Approval Register

Packet: APPKT03041 - CHECK RUN 6/21/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: A & A FLOORING LLC					
A & A FLOORING LLC	CC026278	06/01/2024	FLOORING REPLACED/ 1010	401-6-691-257-000	9,423.82
				Vendor A & A FLOORING LLC Total:	**9,423.82**
Vendor: AMERICAN MEDICAL RESPONSE AMBULANCE					
AMERICAN MEDICAL RESPO	CC026274	06/13/2024	INMATE CLAIMS	427-6-639-270-000	1,975.08
				Vendor AMERICAN MEDICAL RESPONSE AMBULANCE Total:	**1,975.08**
Vendor: APIC SOLUTIONS INC					
APIC SOLUTIONS INC	16639	06/01/2024	SURVEILLANCE MAINTENAN	401-6-642-260-000	16,340.53
				Vendor APIC SOLUTIONS INC Total:	**16,340.53**
Vendor: ARTESIA FIRE EQUIPMENT INC.					
ARTESIA FIRE EQUIPMENT IN	83824	06/14/2024	TUBBS CUSTOM NAME PLAT	411-8-814-230-000	174.00
ARTESIA FIRE EQUIPMENT IN	83827	06/14/2024	EQUIPMENT	414-8-819-221-000	4,640.82
				Vendor ARTESIA FIRE EQUIPMENT INC. Total:	**4,814.82**
Vendor: ASPEN OF NEW MEXICO					
ASPEN OF NEW MEXICO	4ASPEN	06/17/2024	ASPEN/ CCDC	650-6-684-260-000	1,250.00
				Vendor ASPEN OF NEW MEXICO Total:	**1,250.00**
Vendor: BELL GAS INC.					
BELL GAS INC.	39508	06/12/2024	ACCT# 11020	452-8-832-223-000	4,511.70
BELL GAS INC.	39514	06/13/2024	ACCT# 11020	452-8-832-223-000	538.17
				Vendor BELL GAS INC. Total:	**5,049.87**
Vendor: BELL GAS INC					
BELL GAS INC	319238	06/13/2024	CUST # 460785	452-8-832-230-000	18.50
				Vendor BELL GAS INC Total:	**18.50**
Vendor: C & T TIRES					
C & T TIRES	549	06/12/2024	TIRES PURCHASE FOR BERRE	411-8-814-221-000	10,265.75
				Vendor C & T TIRES Total:	**10,265.75**
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC026280	06/01/2024	ACCT# 52234	402-6-653-291-000	1,612.01
CITY OF ROSWELL	CC026281	06/01/2024	ACCT# 52230	402-6-653-291-000	102.25
				Vendor CITY OF ROSWELL Total:	**1,714.26**
Vendor: CODE 3 SERVICE					
CODE 3 SERVICE	240214	06/10/2024	SERVICED COMMAND 858	414-8-819-221-000	135.96
CODE 3 SERVICE	240231	06/10/2024	PORTABLE BATTERY PACKS	412-8-815-221-000	7,459.01
CODE 3 SERVICE	240425	06/11/2024	SERVICED RADIO/ UNIT 608	410-8-816-221-000	365.94
				Vendor CODE 3 SERVICE Total:	**7,960.91**
Vendor: CRM ENTERPRISES, LLC					
CRM ENTERPRISES, LLC	44789	06/13/2024	EMBROIDER SHIRT/ DET. PER	401-7-752-238-000	30.00
				Vendor CRM ENTERPRISES, LLC Total:	**30.00**
Vendor: CUSTOM WROUGHT IRON & WELDING					
CUSTOM WROUGHT IRON &	2	06/14/2024	EGRESS GATES AT BASEMENT	401-6-692-257-000	2,134.24
				Vendor CUSTOM WROUGHT IRON & WELDING Total:	**2,134.24**
Vendor: DEERE CREDIT, INC					
DEERE CREDIT, INC	2918630	06/07/2024	ACCT# 030-0074601-000	402-6-653-251-000	3,703.30
				Vendor DEERE CREDIT, INC Total:	**3,703.30**
Vendor: ENCHANTMENT PEST CONTROL					
ENCHANTMENT PEST CONTR	CC026282	06/11/2024	PEST CONTROL SERVICES	410-8-816-267-000	269.73
				Vendor ENCHANTMENT PEST CONTROL Total:	**269.73**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: HERITAGE MEMORIAL ALLIANCE					
HERITAGE MEMORIAL ALLIA	12084	06/17/2024	PERMIT # 6439	427-6-639-296-000	1,000.00
				Vendor HERITAGE MEMORIAL ALLIANCE Total:	**1,000.00**
Vendor: HOLLYFRONTIER CORP					
HOLLYFRONTIER CORP	204530795	06/01/2024	ACCT# 1100353	402-6-653-291-000	13,110.74
HOLLYFRONTIER CORP	204530797	06/01/2024	CREDIT/ INV # 204549154	402-6-653-291-000	-3,370.58
HOLLYFRONTIER CORP	204530797	06/01/2024	ACCT# 1100353	402-6-653-291-000	11,781.09
HOLLYFRONTIER CORP	204530798	06/01/2024	ACCT# 1100353	402-6-653-291-000	12,290.18
HOLLYFRONTIER CORP	204530798	06/01/2024	CREDIT/ INV# 204531053	402-6-653-291-000	-4,285.29
HOLLYFRONTIER CORP	204530800	06/01/2024	ACCT# 1100353	402-6-653-291-000	12,829.23
HOLLYFRONTIER CORP	204549152	06/03/2024	ACCT# 1100353	402-6-653-291-000	832.09
HOLLYFRONTIER CORP	204549153	06/03/2024	ACCT# 1100353	402-6-653-291-000	654.48
HOLLYFRONTIER CORP	204565004	06/06/2024	ACCT# 1100353	402-6-653-291-000	6,624.74
HOLLYFRONTIER CORP	204582603	06/11/2024	ACCT# 1100353	402-6-653-291-000	2,228.58
HOLLYFRONTIER CORP	204589920	06/12/2024	ACCT# 1100353	402-6-653-291-000	10,835.80
HOLLYFRONTIER CORP	204589921	06/12/2024	ACCT# 1100353	402-6-653-291-000	11,123.02
HOLLYFRONTIER CORP	204589922	06/12/2024	ACCT# 1100353	402-6-653-291-000	11,116.48
				Vendor HOLLYFRONTIER CORP Total:	**85,770.56**
Vendor: LA CASA DE BUENA SALUD					
LA CASA DE BUENA SALUD	CC026283	06/13/2024	IHC MEDICAL CLAIMS	427-6-639-273-000	19,334.25
				Vendor LA CASA DE BUENA SALUD Total:	**19,334.25**
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC026285	06/05/2024	ACCT# 076846512-0792590-	411-8-814-341-000	34.71
NEW MEXICO GAS COMPAN	CC026286	06/06/2024	ACCT# 077058012-0794705-	410-8-816-341-000	37.07
NEW MEXICO GAS COMPAN	CC026287	06/06/2024	ACCT# 077227312-1237385-	408-8-812-341-000	31.17
NEW MEXICO GAS COMPAN	CC026287	06/06/2024	ACCT# 077227312-0796398-	408-8-812-341-000	49.69
NEW MEXICO GAS COMPAN	CC026288	06/05/2024	ACCT# 077937001-0803495-	411-8-814-341-000	31.33
				Vendor NEW MEXICO GAS COMPANY INC Total:	**183.97**
Vendor: NM DEPARTMENT OF TRANSPORTATION					
NM DEPARTMENT OF TRANS	0000095867	06/19/2024	REIMBURSE OVERPAYMENT	431-7-754-105-000	335.82
				Vendor NM DEPARTMENT OF TRANSPORTATION Total:	**335.82**
Vendor: NMCIA					
NMCIA	LE001568	06/01/2024	CLAIM # 003456/ ROSALES	401-7-752-319-000	25,000.00
				Vendor NMCIA Total:	**25,000.00**
Vendor: OLIVE TREE INVESTMENTS, LLC					
OLIVE TREE INVESTMENTS, L	CC026284	06/18/2024	110 E MESCALERO RD	635-6-682-375-000	15,000.00
				Vendor OLIVE TREE INVESTMENTS, LLC Total:	**15,000.00**
Vendor: REDDEN PLUMBING & MECHANICAL					
REDDEN PLUMBING & MECH	12632	06/18/2024	REPLACED 3 TON / WENNER	401-6-699-257-000	7,498.76
				Vendor REDDEN PLUMBING & MECHANICAL Total:	**7,498.76**
Vendor: ROSWELL CHAMBER OF COMMERCE					
ROSWELL CHAMBER OF CO	1224301	06/19/2024	ANNUAL ALLOCATION FY 23-	401-6-672-426-000	4,791.67
				Vendor ROSWELL CHAMBER OF COMMERCE Total:	**4,791.67**
Vendor: ROSWELL CLINIC CORP					
ROSWELL CLINIC CORP	CC02675	06/06/2024	ACCT# 1774608V1610	427-6-639-270-000	130.36
				Vendor ROSWELL CLINIC CORP Total:	**130.36**
Vendor: SECURITY TRANSPORT SERVICES INC					
SECURITY TRANSPORT SERVI	4906	06/13/2024	TRANSPORT/ RED ROCK TO C	650-6-684-228-000	3,726.90
				Vendor SECURITY TRANSPORT SERVICES INC Total:	**3,726.90**
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	95096	06/05/2024	SUPPLIES	401-6-691-230-000	76.10
STARR JANITORIAL INC.	95164	06/13/2024	SUPPLIES	402-6-653-230-000	396.86
STARR JANITORIAL INC.	95181	06/17/2024	SUPPLIES	401-6-691-230-000	6,009.18
				Vendor STARR JANITORIAL INC. Total:	**6,482.14**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: TASCOSA OFFICE MACHINES					
TASCOSA OFFICE MACHINES	490972	06/01/2024	Furnature for Cheif's Office s	412-8-815-370-000	2,651.00
				Vendor TASCOSA OFFICE MACHINES Total:	**2,651.00**
Vendor: TOWN OF HAGERMAN					
TOWN OF HAGERMAN	61824	06/18/2024	ANNUAL ALLOCATION FY 23-	635-6-671-410-000	17,500.00
				Vendor TOWN OF HAGERMAN Total:	**17,500.00**
Vendor: VERIZON COMMUNICATIONS INC.					
VERIZON COMMUNICATIONS	328000061087	06/03/2024	ACCT# 100000184908	401-6-619-267-000	2,321.46
VERIZON COMMUNICATIONS	340000056064	06/01/2024	ACCT# 100000184908	401-6-619-267-000	2,237.63
				Vendor VERIZON COMMUNICATIONS INC. Total:	**4,559.09**
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	36739220	06/06/2024	ACCT# 020-1889211-000	650-6-684-251-000	241.23
VISUAL EDGE IT, INC	36739222	06/06/2024	ACCT# 020-1458791-000	620-7-725-375-000	180.23
VISUAL EDGE IT, INC	36780913	06/12/2024	ACCT# 025-1906606-000	401-7-721-375-000	271.09
VISUAL EDGE IT, INC	36783603	06/13/2024	ACCT# 016-1560570-000	452-8-832-251-000	283.52
VISUAL EDGE IT, INC	36786263	06/13/2024	ACCT# 019-1836196-000	401-7-731-230-000	44.67
VISUAL EDGE IT, INC	36786264	06/13/2024	ACCT# 019-1836197-000	408-8-812-251-000	69.98
VISUAL EDGE IT, INC	36786265	06/13/2024	ACCT# 020-1854206-000	401-7-741-375-000	247.16
VISUAL EDGE IT, INC	36786266	06/13/2024	ACCT# 020-1897092-000	413-8-818-251-000	35.70
VISUAL EDGE IT, INC	36786267	06/13/2024	ACCT# 018-1768631-000	401-7-721-375-000	536.87
VISUAL EDGE IT, INC	36786268	06/13/2024	ACCT# 025-1768632-000	670-6-671-375-000	372.94
VISUAL EDGE IT, INC	36786269	06/13/2024	ACCT# 025-1768633-000	411-8-814-251-000	194.09
VISUAL EDGE IT, INC	36786270	06/13/2024	ACCT# 025-1768634-000	401-6-691-375-000	202.45
VISUAL EDGE IT, INC	36786271	06/13/2024	ACCT# 025-1777394-000	650-6-684-251-000	194.19
				Vendor VISUAL EDGE IT, INC Total:	**2,874.12**
Vendor: WEX BANK					
WEX BANK	CC026279	06/01/2024	ACCT# 0496-00-237636-6	401-7-752-223-000	2,178.69
				Vendor WEX BANK Total:	**2,178.69**
				Grand Total:	**263,968.14**

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	79,344.32
402 - ROAD FUND	91,584.98
408 - EAST GRAND PLAINS VOLFIRE	150.84
410 - MIDWAY VOLUNTEER FIRE FND	672.74
411 - BERRENDO VOLUNTEER FIRE	10,699.88
412 - SIERRA VOLUNTEER FIRE FND	10,110.01
413 - RIO FELIX VOLUNTEER FIRE	35.70
414 - CC FIRE DIST #8 VOL FIRE	4,776.78
427 - INDIGENT HOSPITAL CLAIMS	22,439.69
431 - PUBLIC SAFETY GRANT	335.82
452 - FLOOD CONTROL	5,351.89
620 - CLERK RECORDING & FILING	180.23
635 - EMERGENCY/CAPITAL OUTLAY	32,500.00
650 - DETENTION INMATE EXPENSES	5,412.32
670 - INTERNAL SERVICES	372.94
Grand Total:	**263,968.14**

Account Summary

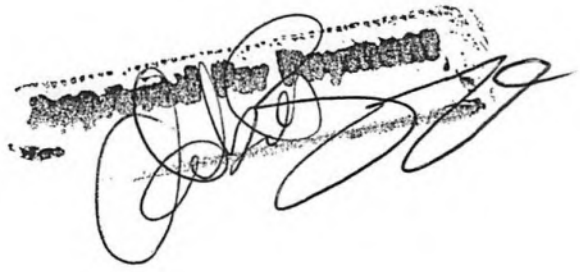
Account Number	Account Name	Expense Amount
401-6-619-267-000	CONTRACTUAL SERVICES	4,559.09
401-6-642-260-000	PROFESSIONAL SERVICE	16,340.53
401-6-672-426-000	CHAMBER OF COMMER	4,791.67
401-6-691-230-000	SUPPLIES/TOOLS	6,085.28
401-6-691-257-000	FACILITY MAINT/REPAIR	9,423.82
401-6-691-375-000	LEASE PURCHASE	202.45
401-6-692-257-000	FACILITY MAINTENANCE	2,134.24
401-6-699-257-000	FACILITY MAINTENANCE	7,498.76
401-7-721-375-000	LEASE PURCHASES	807.96
401-7-731-230-000	SUPPLIES/TOOLS	44.67
401-7-741-375-000	LEASE PURCHASES	247.16
401-7-752-223-000	VEHICLE FUELS	2,178.69
401-7-752-238-000	UNIFORM EXPENSES	30.00
401-7-752-319-000	OTHER INSURANCE	25,000.00
402-6-653-230-000	SUPPLIES/TOOLS	396.86
402-6-653-251-000	RENTALS	3,703.30
402-6-653-291-000	ROAD PROJECTS-OTHER	87,484.82
408-8-812-251-000	RENTALS	69.98
408-8-812-341-000	UTILITIES	80.86
410-8-816-221-000	VEH/HVY EQUIP. REPAIR	365.94
410-8-816-267-000	CONTRACTUAL SERVICES	269.73
410-8-816-341-000	UTILITIES	37.07
411-8-814-221-000	VEH/HVY EQUIP. REPAIR	10,265.75
411-8-814-230-000	SUPPLIES/TOOLS	174.00
411-8-814-251-000	RENTALS	194.09
411-8-814-341-000	UTILITIES	66.04
412-8-815-221-000	VEH/HVY EQUIP. REPAIR	7,459.01
412-8-815-370-000	FURNITURE	2,651.00
413-8-818-251-000	RENTALS	35.70
414-8-819-221-000	VEH/HVY EQUIP. REPAIR	4,776.78
427-6-639-270-000	PAYMENT OF HOSPITAL	2,105.44
427-6-639-273-000	HEALTH CLINIC CLAIMS	19,334.25
427-6-639-296-000	INDIGENT BURIAL	1,000.00
431-7-754-105-000	OVERTIME SALARIES	335.82
452-8-832-223-000	VEHICLE FUELS	5,049.87
452-8-832-230-000	SUPPLIES/TOOLS	18.50
452-8-832-251-000	RENTALS	283.52
620-7-725-375-000	LEASE PURCHASES	180.23
635-6-671-410-000	HAGERMAN PUBLIC SAF	17,500.00
635-6-682-375-000	LEASE PURCHASES	15,000.00

Account Summary

Account Number	Account Name	Expense Amount
650-6-684-228-000	TRANSPORT PRISONERS	3,726.90
650-6-684-251-000	RENTALS	435.42
650-6-684-260-000	PROFESSIONAL SERVICE	1,250.00
670-6-671-375-000	LEASE PURCHASE PAYME	372.94
	Grand Total:	**263,968.14**

Project Account Summary

Project Account Key	Expense Amount
None	263,968.14
Grand Total:	**263,968.14**



Chaves County, NM

Expense Approval Register

acket: APPKT03045 - XCEL ACH PMTS 6/25/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC026289	06/17/2024	ACCT# 54-1797003-1	401-6-691-243-000	102.15
SOUTHWESTERN PUBLIC SER	CC026290	06/19/2024	ACCT# 54-3949471-2	650-6-684-341-000	11,969.57
SOUTHWESTERN PUBLIC SER	CC026291	06/20/2024	ACCT# 54-3943737-1	401-6-691-243-000	38.21
SOUTHWESTERN PUBLIC SER	CC026292	06/19/2024	ACCT# 54-3943798-4	401-6-691-243-000	57.61
SOUTHWESTERN PUBLIC SER	CC026293	06/12/2024	ACCT# 54-1632663-1	401-6-619-341-000	50.65
SOUTHWESTERN PUBLIC SER	CC026293	06/12/2024	ACCT# 54-1632663-1	401-6-691-341-000	46.28
SOUTHWESTERN PUBLIC SER	CC026293	06/12/2024	ACCT# 54-1632663-1	401-6-691-341-000	595.86
SOUTHWESTERN PUBLIC SER	CC026293	06/12/2024	ACCT# 54-1632663-1	401-6-699-341-000	507.69
SOUTHWESTERN PUBLIC SER	CC026293	06/12/2024	ACCT# 54-1632663-1	401-6-699-341-000	293.71
SOUTHWESTERN PUBLIC SER	CC026293	06/12/2024	ACCT# 54-1632663-1	401-6-699-341-000	428.89
SOUTHWESTERN PUBLIC SER	CC026293	06/12/2024	ACCT# 54-1632663-1	401-6-699-341-000	109.34
SOUTHWESTERN PUBLIC SER	CC026293	06/12/2024	ACCT# 54-1632663-1	401-6-699-341-000	34.16
SOUTHWESTERN PUBLIC SER	CC026293	06/12/2024	ACCT# 54-1632663-1	401-6-699-341-000	395.29
SOUTHWESTERN PUBLIC SER	CC026293	06/12/2024	ACCT# 54-1632663-1	437-6-659-341-000	65.91
SOUTHWESTERN PUBLIC SER	CC026294	06/11/2024	ACCT# 54-3943804-3	401-6-693-341-000	1,725.06
SOUTHWESTERN PUBLIC SER	CC026295	06/20/2024	ACCT# 54-3943772-4	401-6-691-243-000	46.52
SOUTHWESTERN PUBLIC SER	CC026296	06/17/2024	ACCT# 54-3943719-9	401-6-691-243-000	23.62
SOUTHWESTERN PUBLIC SER	CC026297	06/11/2024	ACCT# 54-3943824-7	401-6-619-340-000	7,065.66
SOUTHWESTERN PUBLIC SER	CC026298	06/19/2024	ACCT# 54-3949421-2	412-8-815-341-000	231.69
SOUTHWESTERN PUBLIC SER	CC026298	06/19/2024	ACCT# 54-0010784288-9	412-8-815-341-000	112.54
SOUTHWESTERN PUBLIC SER	CC026299	06/19/2024	ACCT# 54-3949465-4	402-6-651-341-000	1,107.44
SOUTHWESTERN PUBLIC SER	CC026300	06/14/2024	ACCT# 54-3943725-7	408-8-812-341-000	100.30
SOUTHWESTERN PUBLIC SER	CC026300	06/14/2024	ACCT# 54-7497040-6	408-8-812-341-000	121.44
SOUTHWESTERN PUBLIC SER	CC026301	06/20/2024	ACCT# 54-3943703-1	401-6-691-243-000	30.24
SOUTHWESTERN PUBLIC SER	CC026302	06/20/2024	ACCT# 54-3943686-9	401-6-691-243-000	43.33
SOUTHWESTERN PUBLIC SER	CC026303	06/10/2024	ACCT# 54-3949473-4	411-8-814-341-000	207.43
				Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:	**25,510.59**
				Grand Total:	**25,510.59**

Fund Summary

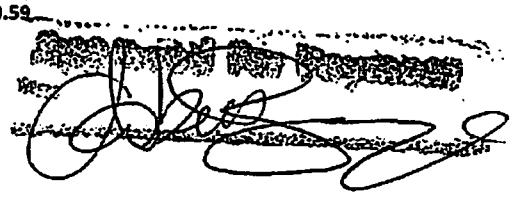
Fund	Expense Amount
401 - GENERAL FUND	11,594.27
402 - ROAD FUND	1,107.44
408 - EAST GRAND PLAINS VOLFIRE	221.74
411 - BERRENDO VOLUNTEER FIRE	207.43
412 - SIERRA VOLUNTEER FIRE FND	344.23
437 - ENVIRONMENTAL TAX	65.91
650 - DETENTION INMATE EXPENSES	11,969.57
Grand Total:	25,510.59

Account Summary

Account Number	Account Name	Expense Amount
401-6-619-340-000	TELEPHONE	7,065.66
401-6-619-341-000	UTILITIES	50.65
401-6-691-243-000	HIGHWAY LIGHTS	341.68
401-6-691-341-000	UTILITIES	642.14
401-6-693-341-000	UTILITIES	1,725.06
401-6-699-341-000	UTILITIES	1,769.08
402-6-651-341-000	UTILITIES	1,107.44
408-8-812-341-000	UTILITIES	221.74
411-8-814-341-000	UTILITIES	207.43
412-8-815-341-000	UTILITIES	344.23
437-6-659-341-000	UTILITIES	65.91
650-6-684-341-000	UTILITIES	11,969.57
	Grand Total:	25,510.59

Project Account Summary

Project Account Key	Expense Amount
None	25,510.59
Grand Total:	25,510.59



Chaves County, NM

Expense Approval Register

Packet: APPKT03052 - CHECK RUN 6/28/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ARDHAM TECHNOLOGIES, INC.					
ARDHAM TECHNOLOGIES, IN	38703	06/12/2024	SERVER HARDWARE/ STORA	635-6-682-231-000	124,831.85
ARDHAM TECHNOLOGIES, IN	38714	06/11/2024	SERVER HARDWARE/ STORA	635-6-682-231-000	37,751.46
ARDHAM TECHNOLOGIES, IN	38751	06/19/2024	SERVER HARDWARE/ STORA	635-6-682-231-000	14,060.60
				Vendor ARDHAM TECHNOLOGIES, INC. Total:	176,643.91
Vendor: ASA ARCHITECTS					
ASA ARCHITECTS	23114R-5	06/24/2024	ARCHITECTURAL SERVICES	635-6-682-381-200	788.72
ASA ARCHITECTS	4899-1	06/20/2024	SUITE D REMODEL	635-6-682-381-000	2.53
ASA ARCHITECTS	4899	06/20/2024	SUITE D REMODEL	631-8-884-225-000	1,963.87
				Vendor ASA ARCHITECTS Total:	2,755.12
Vendor: BELL GAS INC.					
BELL GAS INC.	39576	06/19/2024	ACCT# 10693	402-6-653-223-000	20,443.71
BELL GAS INC.	39579	06/19/2024	ACCT# 10693	402-6-653-223-000	10,987.55
				Vendor BELL GAS INC. Total:	31,431.26
Vendor: CHANEL REY					
CHANEL REY	CC026304	06/24/2024	NMC 87 ANNUAL CONF/ 6/1	401-7-741-226-000	239.86
				Vendor CHANEL REY Total:	239.86
Vendor: CHARLOTTE GURULE					
CHARLOTTE GURULE	CC026313	06/25/2024	NMC ANNUAL CONF/ 6/18-6	401-7-741-226-000	242.54
				Vendor CHARLOTTE GURULE Total:	242.54
Vendor: COLLINS TREE SERVICE, LLC					
COLLINS TREE SERVICE, LLC	5642	06/18/2024	TREE REMOVAL AND PRUNI	402-6-653-291-000	12,752.50
				Vendor COLLINS TREE SERVICE, LLC Total:	12,752.50
Vendor: COOPERATIVE EDUCATIONAL SVCS.					
COOPERATIVE EDUCATIONAL	24-148336	06/22/2024	COURTHOUSE EAST LOT PRO	401-6-692-267-000	32,785.55
				Vendor COOPERATIVE EDUCATIONAL SVCS. Total:	32,785.55
Vendor: DARA DANA					
DARA DANA	CC026305	06/21/2024	NMC 87 ANNUAL CONF/ 6/1	401-6-611-225-000	348.88
DARA DANA	CC026306	06/21/2024	NMC 87 ANNUAL CONF/ 6/1	401-6-611-226-000	239.86
				Vendor DARA DANA Total:	588.74
Vendor: DOOR TECHS, LLC					
DOOR TECHS, LLC	093147	06/24/2024	ROLLUP DOOR & OPERATOR	401-6-694-257-000	12,157.92
				Vendor DOOR TECHS, LLC Total:	12,157.92
Vendor: ELIOR INC					
ELIOR INC	INV2000210092	06/14/2024	CUST ID: C1921000	650-6-684-264-000	41,145.49
				Vendor ELIOR INC Total:	41,145.49
Vendor: EMS BUREAU/DEPT. OF HEALTH					
EMS BUREAU/DEPT. OF HEAL	EMS3234	06/24/2024	EMT LICENSE RENEWAL	411-8-828-253-000	130.00
				Vendor EMS BUREAU/DEPT. OF HEALTH Total:	130.00
Vendor: HOLLYFRONTIER CORP					
HOLLYFRONTIER CORP	204637214	06/24/2024	ACCT# 1100353	402-6-653-291-000	11,560.36
HOLLYFRONTIER CORP	204649165	06/26/2024	ACCT# 1100353	402-6-653-291-000	14,164.88
				Vendor HOLLYFRONTIER CORP Total:	25,725.24
Vendor: ITS QUEST, INC					
ITS QUEST, INC	901876	06/26/2024	TEMP/ SEDILLO	402-6-653-104-000	787.21
				Vendor ITS QUEST, INC Total:	787.21
Vendor: JEFFREY ORTEGA					
JEFFREY ORTEGA	CC026307	06/21/2024	NMC 87TH ANNUAL CONF/ 6	427-6-638-226-000	239.86
				Vendor JEFFREY ORTEGA Total:	239.86

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: JENNIFER A SALAZAR					
JENNIFER A SALAZAR	CC026314	06/25/2024	NMC 87TH ANNUAL CONF/ 6	401-7-721-226-000	239.86
				Vendor JENNIFER A SALAZAR Total:	239.86
Vendor: JOHNSON SEPTIC TANK CO.					
JOHNSON SEPTIC TANK CO.	24096	06/25/2024	BI MONTHLY GREASE TRAP C	401-6-696-257-000	747.41
				Vendor JOHNSON SEPTIC TANK CO. Total:	747.41
Vendor: MIRADOR ENTERPRISES, INC.					
MIRADOR ENTERPRISES, INC.	CC026326	06/25/2024	COURT COMPLIANCE REMO	635-6-682-381-200	66,703.77
				Vendor MIRADOR ENTERPRISES, INC. Total:	66,703.77
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC026315	06/19/2024	ACCT# 075706312-0781188-	412-8-815-341-000	37.11
NEW MEXICO GAS COMPAN	CC026316	06/11/2024	ACCT# 077991703-1384720-	401-6-691-341-000	31.33
NEW MEXICO GAS COMPAN	CC026317	06/11/2024	ACCT# 115435453-0797988-	401-6-699-341-000	31.33
NEW MEXICO GAS COMPAN	CC026318	06/12/2024	ACCT# 077702112-0801146-	402-6-651-341-000	53.81
NEW MEXICO GAS COMPAN	CC026319	06/12/2024	ACCT# 077726812-0801393-	412-8-815-341-000	33.17
NEW MEXICO GAS COMPAN	CC026320	06/11/2024	ACCT# 077991703-0797981-	401-6-691-341-000	32.08
NEW MEXICO GAS COMPAN	CC026321	06/11/2024	ACCT# 077991703-0797983-	401-6-691-341-000	31.33
NEW MEXICO GAS COMPAN	CC026321	06/11/2024	ACCT# 077991703-0797982-	401-6-691-341-000	35.52
NEW MEXICO GAS COMPAN	CC026322	06/11/2024	ACCT# 077991703-0804041-	401-6-691-341-000	31.33
NEW MEXICO GAS COMPAN	CC026323	06/12/2024	ACCT# 078156501-0805690-	650-6-684-341-000	392.81
NEW MEXICO GAS COMPAN	CC026324	06/11/2024	ACCT# 115435453-1201470-	401-6-619-340-000	59.87
NEW MEXICO GAS COMPAN	CC026325	06/11/2024	ACCT# 115435453-1203867-	401-6-619-340-000	31.33
				Vendor NEW MEXICO GAS COMPANY INC Total:	801.02
Vendor: REGENTS OF NEW MEXICO STATE UNIVERSITY					
REGENTS OF NEW MEXICO S	13327	06/01/2024	CUST# CC000050795	401-7-741-224-000	420.00
REGENTS OF NEW MEXICO S	13328	06/01/2024	CUST# CC000057585	401-7-741-224-000	150.00
REGENTS OF NEW MEXICO S	13329	06/01/2024	CUST# CC000050795	401-7-741-224-000	75.00
REGENTS OF NEW MEXICO S	13533	06/01/2024	MEGAN MOLINAR EDGE CLA	401-7-741-224-000	225.00
REGENTS OF NEW MEXICO S	13661	06/27/2024	CHANEL REY EDGE CLASSES	401-7-741-224-000	490.00
				Vendor REGENTS OF NEW MEXICO STATE UNIVERSITY Total:	1,360.00
Vendor: REGIONAL IMAGING ENM, LLC					
REGIONAL IMAGING ENM, LL	CC026311	06/20/2024	ACCT# 16025149	427-6-639-270-000	93.79
REGIONAL IMAGING ENM, LL	CC026312	06/20/2024	ACCT# 16025149	427-6-639-270-000	49.87
				Vendor REGIONAL IMAGING ENM, LLC Total:	143.66
Vendor: RELADYNE WEST LLC					
RELADYNE WEST LLC	300009183	06/25/2024	ACCT# 12290075	402-6-653-230-000	912.00
				Vendor RELADYNE WEST LLC Total:	912.00
Vendor: ROOSEVELT COUNTY					
ROOSEVELT COUNTY	107	06/11/2024	INMATE CARE & HOUSING	650-6-684-268-000	2,000.00
				Vendor ROOSEVELT COUNTY Total:	2,000.00
Vendor: ROSWELL CLINIC CORP					
ROSWELL CLINIC CORP	CC026309	06/18/2024	ACCT# 1745931V1610	427-6-639-270-000	119.51
ROSWELL CLINIC CORP	CC026310	06/18/2024	ACCT# 1745931V1610	427-6-639-270-000	75.21
				Vendor ROSWELL CLINIC CORP Total:	194.72
Vendor: ROSWELL DAILY RECORD					
ROSWELL DAILY RECORD	00298436	06/14/2024	LEGAL AD # 00298436	427-6-638-252-000	27.41
ROSWELL DAILY RECORD	00298985	06/26/2024	LEAGAL AD # 00298985	401-7-722-252-000	28.87
				Vendor ROSWELL DAILY RECORD Total:	56.28
Vendor: SECURITY TRANSPORT SERVICES INC					
SECURITY TRANSPORT SERVI	4948	06/20/2024	TRANSPORT/ LOWNDES TO C	650-6-684-228-000	4,198.52
				Vendor SECURITY TRANSPORT SERVICES INC Total:	4,198.52
Vendor: SMITH ENGINEERING					
SMITH ENGINEERING	57926	06/20/2024	MATERIALS TESTING	402-6-651-260-000	5,313.54
				Vendor SMITH ENGINEERING Total:	5,313.54

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	95249	06/24/2024	SUPPLIES	402-6-653-230-000	52.66
				Vendor STARR JANITORIAL INC. Total:	52.66
Vendor: STATE OF NM OF FINANCE					
STATE OF NM OF FINANCE	CC026327	06/20/2024	SAFETY NET CARE POOL	427-6-639-271-000	357,173.08
				Vendor STATE OF NM OF FINANCE Total:	357,173.08
Vendor: TASCOSA OFFICE MACHINES					
TASCOSA OFFICE MACHINES	498144	06/25/2024	COPY PAPER	670-6-671-230-000	1,718.00
				Vendor TASCOSA OFFICE MACHINES Total:	1,718.00
Vendor: TEDDY MCDOWELL					
TEDDY MCDOWELL	CC026308	06/19/2024	REIMBURSE FUEL PURCHASE	401-7-752-223-000	60.64
				Vendor TEDDY MCDOWELL Total:	60.64
Vendor: THE MASTER'S TOUCH, LLC					
THE MASTER'S TOUCH, LLC	90572	06/19/2024	DELINQUENT NOTICES/ TREA	401-7-741-339-000	852.89
				Vendor THE MASTER'S TOUCH, LLC Total:	852.89
Vendor: TOWN OF HAGERMAN					
TOWN OF HAGERMAN	CC026305	06/20/2024	ACCT# 670	401-7-751-341-000	82.88
				Vendor TOWN OF HAGERMAN Total:	82.88
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	24AR1859841	06/19/2024	ACCT# BMK-CC81	432-7-761-237-000	14.51
VISUAL EDGE IT, INC	36822967	06/19/2024	ACCT# 003-3060382-000	620-7-725-251-000	166.84
VISUAL EDGE IT, INC	36843653	06/21/2024	ACCT# 016-1539862-000	401-7-741-375-000	156.57
VISUAL EDGE IT, INC	36854226	06/24/2024	ACCT# 017-1663046-000	401-7-731-230-000	352.83
				Vendor VISUAL EDGE IT, INC Total:	690.75
Vendor: WAIDE SAND & GRAVEL CO					
WAIDE SAND & GRAVEL CO	130415	06/04/2024	BITUNINOUS SURFACE TREAT	402-6-653-291-000	3,750.60
				Vendor WAIDE SAND & GRAVEL CO Total:	3,750.60
				Grand Total:	784,677.48

Fund Summary

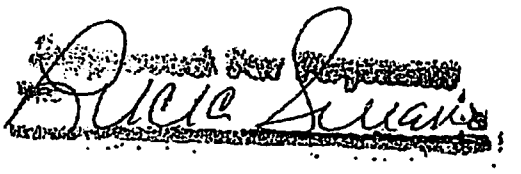
Fund	Expense Amount
401 - GENERAL FUND	50,180.68
402 - ROAD FUND	80,778.82
411 - BERRENDO VOLUNTEER FIRE	130.00
412 - SIERRA VOLUNTEER FIRE FND	70.28
427 - INDIGENT HOSPITAL CLAIMS	357,778.73
432 - DWI GRANT FUNDS	14.51
620 - CLERK RECORDING & FILING	166.84
631 - OTHER GRANTS & CONTRACTS	1,963.87
635 - EMERGENCY/CAPITAL OUTLAY	244,138.93
650 - DETENTION INMATE EXPENSES	47,736.82
670 - INTERNAL SERVICES	1,718.00
Grand Total:	784,677.48

Account Summary

Account Number	Account Name	Expense Amount
401-6-611-225-000	PER DIEM EXPENSE	348.88
401-6-611-226-000	MILEAGE REIMBURSEME	239.86
401-6-619-340-000	TELEPHONE	91.20
401-6-691-341-000	UTILITIES	161.59
401-6-692-267-000	CONTRACTUAL SERVICES	32,785.55
401-6-694-257-000	FACILITY MAINT/REPAIR	12,157.92
401-6-696-257-000	FACILITY MAINT/REPAIR	747.41
401-6-699-341-000	UTILITIES	31.33
401-7-721-226-000	MILEAGE REIMBURSEME	239.86
401-7-722-252-000	PRINTING/PUBLISHING	28.87
401-7-731-230-000	SUPPLIES/TOOLS	352.83
401-7-741-224-000	EMPLOYEE TRAINING	1,360.00
401-7-741-226-000	MILEAGE REIMBURSEME	482.40
401-7-741-339-000	POSTAGE/FREIGHT	852.89
401-7-741-375-000	LEASE PURCHASES	156.57
401-7-751-341-000	UTILITIES	82.88
401-7-752-223-000	VEHICLE FUELS	60.64
402-6-651-260-000	PROFESSIONAL SERVICE	5,313.54
402-6-651-341-000	UTILITIES	53.81
402-6-653-104-000	TEMPORARY SALARIES	787.21
402-6-653-223-000	VEHICLE FUELS	31,431.26
402-6-653-230-000	SUPPLIES/TOOLS	964.66
402-6-653-291-000	ROAD PROJECTS-OTHER	42,228.34
411-8-828-253-000	DUES & OTHER FEES (E	130.00
412-8-815-341-000	UTILITIES	70.28
427-6-638-226-000	MILEAGE REIMBURSEME	239.86
427-6-638-252-000	PRINTING/PUBLISHING	27.41
427-6-639-270-000	PAYMENT OF HOSPITAL	338.38
427-6-639-271-000	SAFETY NET CARE POOL	357,173.08
432-7-761-237-000	SUBSCRIPTIONS/PUBLIC	14.51
620-7-725-251-000	RENTALS	166.84
631-8-884-225-000	PER DIEM	1,963.87
635-6-682-231-000	NON-EXPENDABLE SUPP	176,643.91
635-6-682-381-000	CONSTRUCTION PROJEC	2.53
635-6-682-381-200	CONSTRUCTION PROJEC	67,492.49
650-6-684-228-000	TRANSPORT PRISONERS	4,198.52
650-6-684-264-000	FEEDING OF PRISONERS	41,145.49
650-6-684-268-000	HOUSING OF PRISONERS	2,000.00
650-6-684-341-000	UTILITIES	392.81
670-6-671-230-000	SUPPLIES	1,718.00
	Grand Total:	784,677.48

Project Account Summary

Project Account Key	Expense Amount
None	784,677.48
Grand Total:	784,677.48



Expense Approval Register

Chaves County, NM

T03054 - ACH ROADRUNNER CK RUN 6/28/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ROADRUNNER HEALTH SERVICES, LLC					
ROADRUNNER HEALTH SERVI	1403	06/03/2024	MED INMATE CARE/ FY 23/2	427-6-639-268-000	198,486.66
			Vendor ROADRUNNER HEALTH SERVICES, LLC Total:		198,486.66
			Grand Total:		198,486.66

Fund Summary

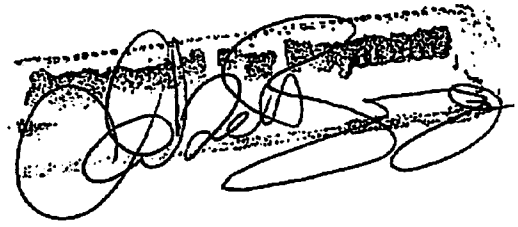
Fund	Expense Amount
427 - INDIGENT HOSPITAL CLAIMS	198,486.66
Grand Total:	198,486.66

Account Summary

Account Number	Account Name	Expense Amount
427-6-639-268-000	CARE OF PRISONER SER	198,486.66
	Grand Total:	198,486.66

Project Account Summary

Project Account Key	Expense Amount
None	198,486.66
Grand Total:	198,486.66



Chaves County, NM

Expense Approval Register

Packet: APPKT03056 - CHECK RUN 2 6/28/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ALTON'S POWER BLOCK GYM INC					
ALTON'S POWER BLOCK GYM	INV0011880	06/27/2024	ALTON'S POWER BLOCK GYM	401-2-200-024-000	32.32
ALTON'S POWER BLOCK GYM	INV0011880	06/27/2024	ALTON'S POWER BLOCK GYM	402-2-200-024-000	26.95
				Vendor ALTON'S POWER BLOCK GYM INC Total:	**59.27**
Vendor: COLONIAL LIFE & ACCIDENT CO					
COLONIAL LIFE & ACCIDENT	CC026174	06/06/2024	REVERSE COLONIAL LIFE CM	401-2-200-016-000	25.07
COLONIAL LIFE & ACCIDENT	CM0000334	05/20/2024	COLONIAL LIFE PAYABLE	401-2-200-016-000	-25.07
COLONIAL LIFE & ACCIDENT	INV0011883	06/27/2024	COLONIAL LIFE PAYABLE	401-2-200-016-000	1,440.28
COLONIAL LIFE & ACCIDENT	INV0011883	06/27/2024	COLONIAL LIFE PAYABLE	402-2-200-016-000	395.91
COLONIAL LIFE & ACCIDENT	INV0011883	06/27/2024	COLONIAL LIFE PAYABLE	427-2-200-016-000	86.76
COLONIAL LIFE & ACCIDENT	INV0011883	06/27/2024	COLONIAL LIFE PAYABLE	432-2-200-016-000	61.40
COLONIAL LIFE & ACCIDENT	INV0011883	06/27/2024	COLONIAL LIFE PAYABLE	435-2-200-016-000	25.21
COLONIAL LIFE & ACCIDENT	INV0011883	06/27/2024	COLONIAL LIFE PAYABLE	452-2-200-016-000	306.62
				Vendor COLONIAL LIFE & ACCIDENT CO Total:	**2,316.18**
Vendor: FABER & BRAND LLC					
FABER & BRAND LLC	INV0011892	06/27/2024	GARNISHMENT FOR JIL BARR	402-2-200-011-000	301.54
				Vendor FABER & BRAND LLC Total:	**301.54**
Vendor: NEW YORK LIFE INSURANCE					
NEW YORK LIFE INSURANCE	INV0011888	06/27/2024	NEW YORK LIFE	401-2-200-015-000	879.17
NEW YORK LIFE INSURANCE	INV0011888	06/27/2024	NEW YORK LIFE	402-2-200-015-000	466.53
NEW YORK LIFE INSURANCE	INV0011888	06/27/2024	NEW YORK LIFE	427-2-200-015-000	171.02
NEW YORK LIFE INSURANCE	INV0011888	06/27/2024	NEW YORK LIFE	432-2-200-015-000	27.17
NEW YORK LIFE INSURANCE	INV0011888	06/27/2024	NEW YORK LIFE	437-2-200-015-000	67.70
NEW YORK LIFE INSURANCE	INV0011888	06/27/2024	NEW YORK LIFE	452-2-200-015-000	79.64
				Vendor NEW YORK LIFE INSURANCE Total:	**1,691.23**
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	CM0000343	06/27/2024	NM RETIREE HEALTH CARE P	401-2-200-020-000	-35.84
NM RETIREE HEALTH CARE A	INV0011830	06/19/2024	NM RETIREE HEALTH CARE P	401-2-200-020-000	23.09
NM RETIREE HEALTH CARE A	INV0011890	06/27/2024	NM RETIREE HEALTH CARE P	401-2-200-020-000	7,615.67
NM RETIREE HEALTH CARE A	INV0011890	06/27/2024	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,993.60
NM RETIREE HEALTH CARE A	INV0011890	06/27/2024	NM RETIREE HEALTH CARE P	427-2-200-020-000	122.52
NM RETIREE HEALTH CARE A	INV0011890	06/27/2024	NM RETIREE HEALTH CARE P	432-2-200-020-000	189.57
NM RETIREE HEALTH CARE A	INV0011890	06/27/2024	NM RETIREE HEALTH CARE P	435-2-200-020-000	138.02
NM RETIREE HEALTH CARE A	INV0011890	06/27/2024	NM RETIREE HEALTH CARE P	437-2-200-020-000	81.12
NM RETIREE HEALTH CARE A	INV0011890	06/27/2024	NM RETIREE HEALTH CARE P	452-2-200-020-000	646.52
NM RETIREE HEALTH CARE A	INV0011890	06/27/2024	NM RETIREE HEALTH CARE P	628-2-200-020-000	309.80
NM RETIREE HEALTH CARE A	INV0011891	06/27/2024	NM Retiree HealthCare Law	401-2-200-020-000	3,402.88
NM RETIREE HEALTH CARE A	INV0011899	06/27/2024	NM RETIREE HEALTH CARE P	401-2-200-020-000	35.84
				Vendor NM RETIREE HEALTH CARE AUTHORITY Total:	**14,522.79**
Vendor: PRE-PAID LEGAL SERVICES INC					
PRE-PAID LEGAL SERVICES IN	INV0011878	06/27/2024	LEGAL SHIELD PAYABLE	401-2-200-022-000	161.45
PRE-PAID LEGAL SERVICES IN	INV0011878	06/27/2024	LEGAL SHIELD PAYABLE	402-2-200-022-000	114.65
PRE-PAID LEGAL SERVICES IN	INV0011878	06/27/2024	LEGAL SHIELD PAYABLE	427-2-200-022-000	33.90
PRE-PAID LEGAL SERVICES IN	INV0011878	06/27/2024	LEGAL SHIELD PAYABLE	452-2-200-022-000	33.90
				Vendor PRE-PAID LEGAL SERVICES INC Total:	**343.90**
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0011881	06/27/2024	000454540-MENDOZA	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0011884	06/27/2024	000480470- SANCHEZ	401-2-200-018-000	160.46
STATE OF NEW MEXICO	INV0011885	06/27/2024	000207794- HUERTA	402-2-200-018-000	189.69
STATE OF NEW MEXICO	INV0011886	06/27/2024	000505194- B STEIDER	401-2-200-018-000	381.69
				Vendor STATE OF NEW MEXICO Total:	**864.76**

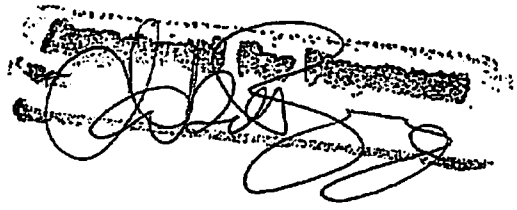
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0011882	06/27/2024	0013625446-COBOS	401-2-200-018-000	327.23
				Vendor TEXAS CHILD SUPPORT SDU Total:	**327.23**
Vendor: UNITED WAY OF CHAVES COUNTY					
UNITED WAY OF CHAVES CO	INV0011876	06/27/2024	UNITED WAY PAYABLE	401-2-200-010-000	24.00
UNITED WAY OF CHAVES CO	INV0011876	06/27/2024	UNITED WAY PAYABLE	402-2-200-010-000	25.00
				Vendor UNITED WAY OF CHAVES COUNTY Total:	**49.00**
				Grand Total:	**20,475.90**

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	14,581.16
402 - ROAD FUND	3,513.87
427 - INDIGENT HOSPITAL CLAIMS	414.20
432 - DWI GRANT FUNDS	278.14
435 - CORRECTION GRANTS	163.23
437 - ENVIRONMENTAL TAX	148.82
452 - FLOOD CONTROL	1,066.68
628 - PROPERTY VALUATION	309.80
Grand Total:	**20,475.90**

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	24.00
401-2-200-015-000	NEW YORK LIFE INSURA	879.17
401-2-200-016-000	GLOBE LIFE PAYABLE	1,440.28
401-2-200-018-000	CHILD ENFORCEMENT P	1,002.30
401-2-200-020-000	RETIREE H/C PAYABLE	11,041.64
401-2-200-022-000	PRE-PAID LEGAL PAYABL	161.45
401-2-200-024-000	ALTONS POWER BLOCK	32.32
402-2-200-010-000	UNITED WAY PAYABLE	25.00
402-2-200-011-000	MISCELLANEOUS PAYABL	301.54
402-2-200-015-000	NEW YORK LIFE INSURA	466.53
402-2-200-016-000	GLOBE LIFE PAYABLE	395.91
402-2-200-018-000	CHILD ENFORCEMENT P	189.69
402-2-200-020-000	RETIREE H/C PAYABLE	1,993.60
402-2-200-022-000	PRE-PAID LEGAL PAYABL	114.65
402-2-200-024-000	ALTONS POWER BLOCK	26.95
427-2-200-015-000	NEW YORK LIFE INSURA	171.02
427-2-200-016-000	GLOBE LIFE PAYABLE	86.76
427-2-200-020-000	RETIREE H/C PAYABLE	122.52
427-2-200-022-000	PRE-PAID LEGAL PAYABL	33.90
432-2-200-015-000	NEW YORK LIFE INSURA	27.17
432-2-200-016-000	GLOBE LIFE PAYABLE	61.40
432-2-200-020-000	RETIREE H/C PAYABLE	189.57
435-2-200-016-000	GLOBE LIFE PAYABLE	25.21
435-2-200-020-000	RETIREE H/C PAYABLE	138.02
437-2-200-015-000	NEW YORK LIFE INSURA	67.70
437-2-200-020-000	RETIREE H/C PAYABLE	81.12
452-2-200-015-000	NEW YORK LIFE INSURA	79.64
452-2-200-016-000	GLOBE LIFE PAYABLE	306.62
452-2-200-020-000	RETIREE H/C PAYABLE	646.52
452-2-200-022-000	PRE-PAID LEGAL PAYABL	33.90
628-2-200-020-000	RETIREE H/C PAYABLE	309.80
	Grand Total:	**20,475.90**



Project Account Summary

Project Account Key	Expense Amount
None	20,475.90
Grand Total:	**20,475.90**

Chaves County, NM

Expense Approval Register

Packet: APPKT03059 - CHECK RUN 3 6/28/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: FABER & BRAND LLC					
FABER & BRAND LLC	CC026328	06/28/2024	GARNISHMENT/ BARRIENTO	402-2-200-011-000	301.54
				Vendor FABER & BRAND LLC Total:	**301.54**
				Grand Total:	**301.54**

Fund Summary

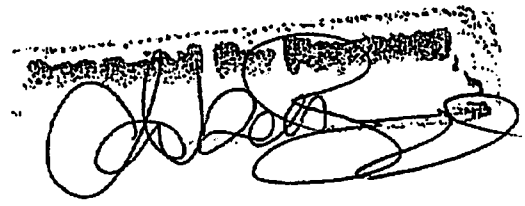
Fund		Expense Amount
402 - ROAD FUND		301.54
	Grand Total:	301.54

Account Summary

Account Number	Account Name	Expense Amount
402-2-200-011-000	MISCELLANEOUS PAYABL	301.54
	Grand Total:	301.54

Project Account Summary

Project Account Key		Expense Amount
None		301.54
	Grand Total:	301.54



Packet: PYPKT02955 - ppe 06/09/24 Large Run
Payroll Set: 01 - Chaves County

Pay Period: 05/27/2024 - 06/09/2024

Males Paid:	162
Females Paid:	102
Total Employees:	264

Total Direct Deposits:	325,235.42
Total Check Amounts:	28,274.02

EARNINGS

Pay Code	Units	Pay Amount
ADJ	0.00	2,000.00
HOL	2,170.00	52,777.94
JURY	4.00	73.88
ODWI	33.00	1,181.96
ON-CALL HOLIDAY	6.00	300.00
ON-CALL REG	78.00	1,950.00
OT	582.75	19,831.68
PERS	28.00	779.56
REG	12,353.25	267,327.94
SAL	3,534.50	115,819.30
SICK	469.90	10,680.44
SPOT	1,093.75	23,617.18
SPOT5	408.00	8,909.14
TRN/TRVL	47.50	1,002.19
VAC	926.10	24,542.17
Total:	21,734.75	530,793.38

BENEFITS

Pay Code	Units	Pay Amount
ABS	368.50	0.00
FRGC	0.00	1,211.31
FRGV	664.00	249.00
Total:	1,032.50	1,460.31

TAXES

Code	Subject To	Employee	Employer
01-FEDWH	440,311.39	30,628.29	0.00
01-FICA	401,644.00	24,901.88	24,901.88
01-MC WH	507,713.82	7,361.78	7,361.78
01-ST WH	440,311.39	13,809.20	0.00
01-Unemp	532,253.69	0.00	0.00
Total:	76,701.15	32,263.66	

DEDUCTIONS

Code	Subject To	Employee	Employer
04	0.00	0.00	0.00
05	0.00	20,131.65	170,785.02
05A	0.00	0.00	0.00
05T	0.00	1,240.00	13,606.65
09	0.00	0.00	0.00
15	0.00	3,711.50	0.00
19	0.00	1,941.70	0.00
19A	0.00	-0.26	0.00
19T	0.00	122.42	0.00
ADM	0.00	0.00	268.50
C112	0.00	132.92	0.00
C114	0.00	327.23	0.00
CS-120	0.00	160.46	0.00
CS-121	0.00	189.69	0.00
CS-124	0.00	381.69	0.00
DEL	0.00	2,466.78	0.00
DELT	0.00	106.62	0.00
DEN	0.00	0.00	792.00
DIS	0.00	1,476.96	0.00
DNA	0.00	0.00	0.00
DSA	0.00	0.00	0.00
EXE	11,975.11	0.00	0.00
LEO	88,556.56	12,663.53	21,829.16
LFD	0.00	1,195.35	0.00
LFE	0.00	0.00	1,108.08
LOD	0.00	0.00	156.24
PRE	363,128.32	49,567.09	64,636.82
RHC	366,041.13	3,660.53	7,320.72
RHL	88,556.56	1,106.93	2,213.90
Total:	100,582.79	282,717.09	



RECAP 01 - Chaves County

Earnings:	530,793.38	Benefits:	1,460.31	Deductions:	100,582.79	Taxes:	76,701.15	Net Pay:	353,509.44

Chaves County, NM

Detail Register

Payroll Summary

Packet: PYPKT02962 - ppe 06/09/24 CCDC Cert/SORT Pay
Payroll Set: 01 - Chaves County

Pay Period: 05/27/2024 - 06/09/2024

Males Paid:	14
Females Paid:	2
Total Employees:	16

Total Direct Deposits:	0.00
Total Check Amounts:	5,700.00

EARNINGS

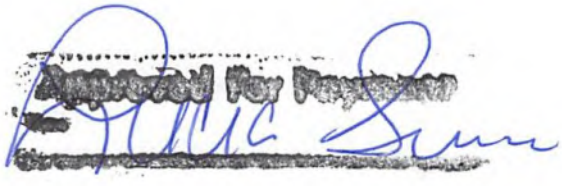
Pay Code	Units	Pay Amount
CERT	0.00	6,151.68
Total:	0.00	6,151.68

TAXES

Code	Subject To	Employee	Employer
01-FEDWH	6,151.68	0.00	0.00
01-FICA	5,847.27	362.49	362.49
01-MC WH	6,151.68	89.19	89.19
01-ST WH	6,151.68	0.00	0.00
01-Unemp	6,151.68	0.00	0.00
Total:		451.68	451.68

RECAP 01 - Chaves County

Earnings:	6,151.68	Benefits:	0.00	Deductions:	0.00	Taxes:	451.68	Net Pay:	5,700.00



Chaves County, NM

Detail Register

Payroll Summary

Packet: PYPKT02963 - ppe 06/09/24 Performance Award- G Moore
Payroll Set: 01 - Chaves County

Pay Period: 05/27/2024 - 06/09/2024

Males Paid:	0
Females Paid:	1
Total Employees:	1

Total Direct Deposits:	0.00
Total Check Amounts:	750.00

EARNINGS

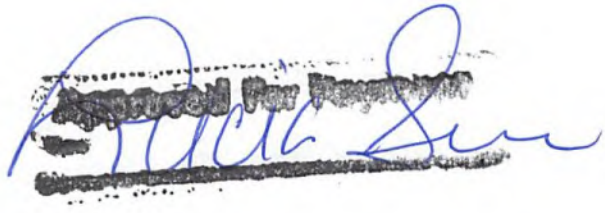
Pay Code	Units	Pay Amount
ADJ	0.00	812.13
Total:	0.00	812.13

TAXES

Code	Subject To	Employee	Employer
01-FEDWH	812.13	0.00	0.00
01-FICA	812.13	50.35	50.35
01-MC WH	812.13	11.78	11.78
01-ST WH	812.13	0.00	0.00
01-Unemp	812.13	0.00	0.00
	Total:	62.13	62.13

RECAP 01 - Chaves County

Earnings:	812.13	Benefits:	0.00	Deductions:	0.00	Taxes:	62.13	Net Pay:	750.00



Packet: PYPKT02975 - ppe 06/23/24 Large Run
Payroll Set: 01 - Chaves County

Pay Period: 06/10/2024 - 06/23/2024

Males Paid:	158
Females Paid:	91
Total Employees:	249
Total Direct Deposits:	331,799.53
Total Check Amounts:	13,517.95

EARNINGS

Pay Code	Units	Pay Amount
ADJ	0.00	2,000.00
FRGD	0.00	180.00
K9 PAY	0.00	1,333.32
MILT	16.00	356.16
ODWI	20.00	767.54
ON-CALL REG	84.00	2,100.00
OT	537.50	19,109.06
PERS	36.00	758.86
REG	13,845.50	301,132.93
SAL	3,566.00	117,225.76
SICK	535.04	12,927.64
SPOT	91.50	1,985.07
SPOT5	408.75	8,972.90
TRN/TRVL	368.00	11,400.46
UNPD	36.00	0.00
VAC	735.24	19,208.63
Total:	20,279.53	499,458.33

BENEFITS

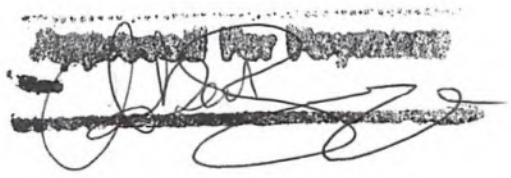
Pay Code	Units	Pay Amount
ABS	426.47	0.00
FRGV	768.00	288.00
Total:	1,194.47	288.00

TAXES

Code	Subject To	Employee	Employer
01-FEDWH	432,382.43	30,533.57	0.00
01-FICA	392,402.69	24,328.97	24,328.97
01-MC WH	499,631.33	7,244.67	7,244.67
01-ST WH	432,382.43	13,855.28	0.00
01-Unemp	499,746.33	0.00	0.00
Total:		75,962.49	31,573.64

DEDUCTIONS

Code	Subject To	Employee	Employer
05A	0.00	115.00	948.86
08	0.00	49.00	0.00
09	0.00	0.00	0.00
10	0.00	496.00	572.70
12	0.00	343.90	0.00
15	0.00	3,711.50	0.00
ALT	0.00	59.27	0.00
C112	0.00	132.92	0.00
C114	0.00	327.23	0.00
COL LFE	0.00	2,316.18	0.00
CS-120	0.00	160.46	0.00
CS-121	0.00	189.69	0.00
CS-124	0.00	381.69	0.00
EXE	10,757.52	0.00	0.00
G- Faber & Brand LLC	0.00	301.54	0.00
LEO	90,744.43	12,976.40	22,368.48
NY LIFE	0.00	1,691.23	0.00
PRE	366,981.12	50,093.00	65,322.61
RHC	369,893.93	3,699.07	7,397.75
RHL	90,744.43	1,134.28	2,268.60
Total:	78,178.36	98,879.00	



RECAP 01 - Chaves County

Earnings:	499,458.33	Benefits:	288.00	Deductions:	78,178.36	Taxes:	75,962.49	Net Pay:	345,317.48

Chaves County, NM

Detail Register

Payroll Summary

Packet: PYPKT02968 - ppe 06/23/24 Probation Drop C Romero
Payroll Set: 01 - Chaves County

Pay Period: 06/10/2024 - 06/23/2024

Males Paid:	1
Females Paid:	0
Total Employees:	1

Total Direct Deposits:	0.00
Total Check Amounts:	596.21

EARNINGS

Pay Code	Units	Pay Amount
PDAD	13.50	223.43
REG	33.00	546.15
Total:	46.50	769.58

DEDUCTIONS

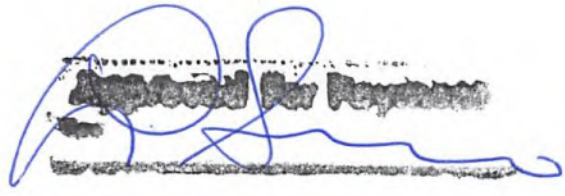
Code	Subject To	Employee	Employer
PRE	769.58	105.05	136.99
RHC	769.58	7.70	15.39
	Total: 112.75		152.38

TAXES

Code	Subject To	Employee	Employer
01-FEDWH	664.53	0.00	0.00
01-FICA	769.58	47.71	47.71
01-MC WH	769.58	11.16	11.16
01-ST WH	664.53	1.75	0.00
01-Unemp	769.58	0.00	0.00
	Total:	60.62	58.87

RECAP 01 - Chaves County

Earnings:	769.58	Benefits:	0.00	Deductions:	112.75	Taxes:	60.62	Net Pay:	596.21



Detail Register

Chaves County, NM

Employee Pay by Name within Department

Packet: PYPKT02986 - ppe 06/23/24 B Taintor Reversal
Payroll Set: 01 - Chaves County

Pay Period: 06/10/2024 - 06/23/2024

Department: 401-642 - Adult Detention

Employee: 2816 TAINTOR, BENJAMIN R **Input Type:** Reversal **Check:** 0.00 **Direct Deposit:** -911.29

EARNINGS

Code	Position	Rate	Rate/Amount	Units	Pay Amount	GL Account		Project Account	Leave Date
REG	DET OFFICER - AD...	Regular Rat	17.83	-67.00	-1,194.61	401-6-642-102-000	100.00 %		
			Total:	-67.00	-1,194.61				

BENEFITS

Code	Position	Rate	Rate/Amount	Units	Pay Amount	Leave Date
ABS	DET OFFICER - AD...	MISC PAY	0.00	-1.00	0.00	6/17/2024
ABS	DET OFFICER - AD...	MISC PAY	0.00	-8.00	0.00	6/21/2024
			Total:	-9.00	0.00	

DEDUCTIONS

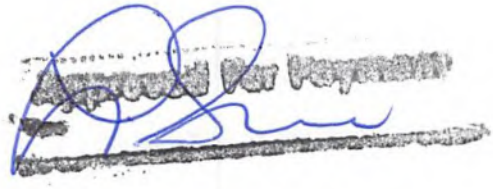
Code	Subject To	Employee	Employer
10	0.00	-2.00	-2.30
PRE	-1,194.61	-163.06	-212.64
RHC	-1,194.61	-11.95	-23.89

TAXES

Code	Subject To	Employee	Employer
01-FEDWH	-1,031.55	0.00	0.00
01-FICA	-1,194.61	-74.07	-74.07
01-MC WH	-1,194.61	-17.32	-17.32
01-ST WH	-1,031.55	-14.92	0.00
01-Unemp	-1,194.61	0.00	0.00

RECAP 2816 - TAINTOR

Earnings:	-1,194.61	Benefits:	0.00	Deductions:	-177.01	Taxes:	-106.31	Net Pay:	-911.29



Detail Register

Chaves County, NM

Employee Pay by Name within Department

Packet: PYPKT02987 - ppe 06/23/24 B Taintor Reissue
Payroll Set: 01 - Chaves County

Pay Period: 06/10/2024 - 06/23/2024

Department: 401-642 - Adult Detention

Employee: 2816 TAINTOR, BENJAMIN R Input Type: Regular Check: 911.29 Direct Deposit: 0.00

EARNINGS

Code	Position	Rate	Rate/Amount	Units	Pay Amount	GL Account		Project Account	Leave Date
REG	DET OFFICER - AD...	Regular Rat	17.83	67.00	1,194.61	401-6-642-102-000	100.00 %		
			Total:	67.00	1,194.61				

BENEFITS

Code	Position	Rate	Rate/Amount	Units	Pay Amount	Leave Date
ABS	DET OFFICER - AD...	MISC PAY	0.00	8.00	0.00	6/17/2024
ABS	DET OFFICER - AD...	MISC PAY	0.00	8.00	0.00	6/21/2024
			Total:	16.00	0.00	

DEDUCTIONS

Code	Subject To	Employee	Employer
10	0.00	2.00	2.30
PRE	1,194.61	163.06	212.64
RHC	1,194.61	11.95	23.89

TAXES

Code	Subject To	Employee	Employer
01-FEDWH	1,031.55	0.00	0.00
01-FICA	1,194.61	74.07	74.07
01-MC WH	1,194.61	17.32	17.32
01-ST WH	1,031.55	14.92	0.00
01-Unemp	1,194.61	0.00	0.00

RECAP 2816 - TAINTOR

Earnings: 1,194.61 Benefits: 0.00 Deductions: 177.01 Taxes: 106.31 Net Pay: 911.29



Packet: PYPKT02990 - ppe 06/23/24 Reversal D Woods
Payroll Set: 01 - Chaves County

Pay Period: 06/10/2024 - 06/23/2024

Males Paid:	0
Females Paid:	1
Total Employees:	1

Total Direct Deposits:	-1,075.42
Total Check Amounts:	0.00

EARNINGS

Pay Code	Units	Pay Amount
REG	-72.00	-1,283.76
SICK	-8.00	-142.64
SPOT	-1.50	-26.75
SPOTS	-5.00	-89.15
Total:	-86.50	-1,542.30

TAXES

Code	Subject To	Employee	Employer
01-FEDWH	-1,335.43	-83.94	0.00
01-FICA	-1,542.30	-95.62	-95.62
01-MC WH	-1,542.30	-22.36	-22.36
01-ST WH	-1,335.43	-40.93	0.00
01-Unemp	-1,542.30	0.00	0.00
Total:	-242.85		-117.98

DEDUCTIONS

Code	Subject To	Employee	Employer
10	0.00	-2.00	-2.30
PRE	-1,515.55	-206.87	-269.77
RHC	-1,515.55	-15.16	-30.31
Total:		-224.03	-302.38

RECAP 01 - Chaves County

Earnings:	-1,542.30	**Benefits:**	0.00	**Deductions:**	-224.03	**Taxes:**	-242.85	**Net Pay:**	-1,075.42



Chaves County, NM

Detail Register
Payroll Summary

Packet: PYPKT02991 - ppe 06-23-24 D Woods Reissue
Payroll Set: 01 - Chaves County

Pay Period: 06/10/2024 - 06/23/2024

Total Direct Deposits:	0.00
Total Check Amounts:	1,075.42

Males Paid:	0
Females Paid:	1
Total Employees:	1

EARNINGS

Pay Code	Units	Pay Amount
REG	72.00	1,283.76
SICK	8.00	142.64
SPOT	1.50	26.75
SPOT5	5.00	89.15
Total:	86.50	1,542.30

TAXES

Code	Subject To	Employee	Employer
01-FEDWH	1,335.43	83.94	0.00
01-FICA	1,542.30	95.62	95.62
01-MC WH	1,542.30	22.36	22.36
01-ST WH	1,335.43	40.93	0.00
01-Unemp	1,542.30	0.00	0.00
Total:		242.85	117.98

DEDUCTIONS

Code	Subject To	Employee	Employer
10	0.00	2.00	2.30
PRE	1,515.55	206.87	269.77
RHC	1,515.55	15.16	30.31
	Total:	224.03	302.38

RECAP 01 - Chaves County

Earnings:	1,542.30	Benefits:	0.00	Deductions:	224.03	Taxes:	242.85	Net Pay:	1,075.42



Local Budget Adjustment

June 2024

Account	Desc	Amount
401-6-625-224-000	Local BAR- June 2024	(230.00)
401-6-625-225-000	Local BAR- June 2024	230.00
401-6-613-260-000	Local BAR- June 2024	(3500.00)
401-6-613-246-000	Local BAR- June 2024	3500.00
452-8-832-223-000	Local BAR- June 2024	4500.00
452-8-832-230-000	Local BAR- June 2024	(4500.00)
452-8-832-260-000	Local BAR- June 2024	4336.00
452-8-832-277-000	Local BAR- June 2024	(4336.00)
401-6-622-249-000	Local BAR- June 2024	(22938.00)
401-6-622-221-000	Local BAR- June 2024	218.00
401-6-622-225-000	Local BAR- June 2024	250.00
401-6-622-226-000	Local BAR- June 2024	450.00
401-6-622-227-000	Local BAR- June 2024	50.00
401-6-622-230-000	Local BAR- June 2024	1200.00
401-6-622-231-000	Local BAR- June 2024	18500.00
401-6-622-238-000	Local BAR- June 2024	204.00
401-6-622-260-000	Local BAR- June 2024	2066.00
401-6-692-257-000	Local BAR- June 2024	(7500.00)
401-6-699-257-000	Local BAR- June 2024	7500.00
401-6-692-257-000	Local BAR- June 2024	(6000.00)
401-6-692-267-000	Local BAR- June 2024	6000.00
401-6-611-251-000	Local Budget Adjustment EOY 1	2000.00
401-6-611-260-000	Local Budget Adjustment EOY 1	(4000.00)
401-6-611-341-000	Local Budget Adjustment EOY 1	2000.00
401-6-612-110-000	Local Budget Adjustment EOY 1	6000.00
401-6-612-224-000	Local Budget Adjustment EOY 1	(1000.00)
401-6-612-225-000	Local Budget Adjustment EOY 1	2000.00
401-6-612-226-000	Local Budget Adjustment EOY 1	1000.00
401-6-612-230-000	Local Budget Adjustment EOY 1	(400.00)
401-6-612-231-000	Local Budget Adjustment EOY 1	200.00
401-6-612-237-000	Local Budget Adjustment EOY 1	(100.00)
401-6-612-249-000	Local Budget Adjustment EOY 1	(300.00)
401-6-612-252-000	Local Budget Adjustment EOY 1	(100.00)
401-6-612-260-000	Local Budget Adjustment EOY 1	(1200.00)
401-6-612-312-000	Local Budget Adjustment EOY 1	(150.00)
401-6-612-341-000	Local Budget Adjustment EOY 1	180.00
401-6-613-110-000	Local Budget Adjustment EOY 1	1800.00
401-6-613-225-000	Local Budget Adjustment EOY 1	(1800.00)
401-6-619-221-000	Local Budget Adjustment EOY 1	5000.00
401-6-619-237-000	Local Budget Adjustment EOY 1	1500.00
401-6-619-249-000	Local Budget Adjustment EOY 1	76000.00

401-6-619-253-001	Local Budget Adjustment EOY 1	50000.00
401-6-619-267-000	Local Budget Adjustment EOY 1	(20000.00)
401-6-619-277-000	Local Budget Adjustment EOY 1	25000.00
401-6-619-340-000	Local Budget Adjustment EOY 1	(6130.00)
401-6-621-102-000	Local Budget Adjustment EOY 1	(100.00)
401-6-621-105-000	Local Budget Adjustment EOY 1	100.00
401-6-621-221-000	Local Budget Adjustment EOY 1	800.00
401-6-621-224-000	Local Budget Adjustment EOY 1	1405.00
401-6-621-226-000	Local Budget Adjustment EOY 1	(500.00)
401-6-621-227-000	Local Budget Adjustment EOY 1	410.00
401-6-621-230-000	Local Budget Adjustment EOY 1	62.00
401-6-621-231-000	Local Budget Adjustment EOY 1	(1200.00)
401-6-621-249-000	Local Budget Adjustment EOY 1	3700.00
401-6-622-102-000	Local Budget Adjustment EOY 1	(2300.00)
401-6-622-110-000	Local Budget Adjustment EOY 1	2300.00
401-6-625-102-000	Local Budget Adjustment EOY 1	(1200.00)
401-6-625-106-000	Local Budget Adjustment EOY 1	250.00
401-6-625-108-000	Local Budget Adjustment EOY 1	950.00
401-6-631-102-000	Local Budget Adjustment EOY 1	(2100.00)
401-6-631-110-000	Local Budget Adjustment EOY 1	2100.00
401-6-631-224-000	Local Budget Adjustment EOY 1	50.00
401-6-631-225-000	Local Budget Adjustment EOY 1	1800.00
401-6-631-230-000	Local Budget Adjustment EOY 1	(50.00)
401-6-631-231-000	Local Budget Adjustment EOY 1	(500.00)
401-6-631-237-000	Local Budget Adjustment EOY 1	9500.00
401-6-631-249-000	Local Budget Adjustment EOY 1	(5000.00)
401-6-631-252-000	Local Budget Adjustment EOY 1	(250.00)
401-6-631-253-000	Local Budget Adjustment EOY 1	(300.00)
401-6-631-260-000	Local Budget Adjustment EOY 1	(6350.00)
401-6-631-312-000	Local Budget Adjustment EOY 1	(200.00)
401-6-631-339-000	Local Budget Adjustment EOY 1	300.00
401-6-631-341-000	Local Budget Adjustment EOY 1	1000.00
401-6-632-102-000	Local Budget Adjustment EOY 1	(2300.00)
401-6-632-110-000	Local Budget Adjustment EOY 1	2300.00
401-6-632-230-000	Local Budget Adjustment EOY 1	50.00
401-6-632-231-000	Local Budget Adjustment EOY 1	(450.00)
401-6-632-237-000	Local Budget Adjustment EOY 1	400.00
401-6-641-102-000	Local Budget Adjustment EOY 1	(500.00)
401-6-641-105-000	Local Budget Adjustment EOY 1	500.00
401-6-641-227-000	Local Budget Adjustment EOY 1	500.00
401-6-641-230-000	Local Budget Adjustment EOY 1	(500.00)
401-6-642-102-000	Local Budget Adjustment EOY 1	(222177.00)
401-6-642-105-000	Local Budget Adjustment EOY 1	55000.00
401-6-642-230-000	Local Budget Adjustment EOY 1	400.00
401-6-642-244-000	Local Budget Adjustment EOY 1	(400.00)
401-6-642-260-000	Local Budget Adjustment EOY 1	16000.00
401-6-642-312-000	Local Budget Adjustment EOY 1	(16000.00)

401-6-642-319-000	Local Budget Adjustment EOY 1	4000.00
401-6-645-224-000	Local Budget Adjustment EOY 1	30.00
401-6-645-313-000	Local Budget Adjustment EOY 1	(4030.00)
401-6-671-480-000	Local Budget Adjustment EOY 1	25000.00
401-6-691-102-000	Local Budget Adjustment EOY 1	(72975.00)
401-6-691-231-000	Local Budget Adjustment EOY 1	22000.00
401-6-691-319-000	Local Budget Adjustment EOY 1	8000.00
401-6-691-341-000	Local Budget Adjustment EOY 1	5000.00
401-6-691-375-000	Local Budget Adjustment EOY 1	200.00
401-6-692-102-000	Local Budget Adjustment EOY 1	30000.00
401-6-692-106-000	Local Budget Adjustment EOY 1	500.00
401-6-692-108-000	Local Budget Adjustment EOY 1	2500.00
401-6-692-109-000	Local Budget Adjustment EOY 1	4500.00
401-6-692-110-000	Local Budget Adjustment EOY 1	13000.00
401-6-692-111-000	Local Budget Adjustment EOY 1	650.00
401-6-692-340-000	Local Budget Adjustment EOY 1	4000.00
401-6-692-341-000	Local Budget Adjustment EOY 1	(28000.00)
401-6-693-257-000	Local Budget Adjustment EOY 1	25.00
401-6-696-257-000	Local Budget Adjustment EOY 1	8000.00
401-6-699-251-000	Local Budget Adjustment EOY 1	600.00
401-6-699-341-000	Local Budget Adjustment EOY 1	2000.00
401-7-723-110-000	Local Budget Adjustment EOY 1	1600.00
401-7-724-104-000	Local Budget Adjustment EOY 1	(1600.00)
401-7-731-312-000	Local Budget Adjustment EOY 1	(650.00)
401-7-731-340-000	Local Budget Adjustment EOY 1	650.00
401-7-732-102-000	Local Budget Adjustment EOY 1	(4000.00)
401-7-732-110-000	Local Budget Adjustment EOY 1	4000.00
401-7-751-102-000	Local Budget Adjustment EOY 1	(15000.00)
401-7-751-110-000	Local Budget Adjustment EOY 1	15000.00
401-7-751-375-000	Local Budget Adjustment EOY 1	500.00
401-7-752-102-000	Local Budget Adjustment EOY 1	(78000.00)
401-7-752-105-000	Local Budget Adjustment EOY 1	75000.00
401-7-752-106-000	Local Budget Adjustment EOY 1	2500.00
401-7-752-238-000	Local Budget Adjustment EOY 1	(4500.00)
401-7-752-244-000	Local Budget Adjustment EOY 1	4500.00
402-6-651-102-000	Local Budget Adjustment EOY 1	(27000.00)
402-6-651-110-000	Local Budget Adjustment EOY 1	20000.00
402-6-652-110-000	Local Budget Adjustment EOY 1	7000.00
402-6-652-225-000	Local Budget Adjustment EOY 1	(110.00)
402-6-652-226-000	Local Budget Adjustment EOY 1	110.00
402-6-653-104-000	Local Budget Adjustment EOY 1	(8000.00)
402-6-653-105-000	Local Budget Adjustment EOY 1	8000.00
402-6-653-224-000	Local Budget Adjustment EOY 1	(500.00)
402-6-653-226-000	Local Budget Adjustment EOY 1	500.00
402-6-653-248-000	Local Budget Adjustment EOY 1	800.00
402-6-653-251-000	Local Budget Adjustment EOY 1	(800.00)
402-6-653-290-000	Local Budget Adjustment EOY 1	200000.00

402-6-653-291-000	Local Budget Adjustment EOY 1	(200000.00)
402-6-681-372-000	Local Budget Adjustment EOY 1	4000.00
402-6-681-373-000	Local Budget Adjustment EOY 1	(4000.00)
408-8-812-221-000	Local Budget Adjustment EOY 1	15000.00
408-8-812-249-000	Local Budget Adjustment EOY 1	700.00
408-8-812-372-000	Local Budget Adjustment EOY 1	(16210.00)
408-8-820-102-000	Local Budget Adjustment EOY 1	300.00
408-8-820-106-000	Local Budget Adjustment EOY 1	10.00
408-8-820-108-000	Local Budget Adjustment EOY 1	50.00
408-8-828-230-000	Local Budget Adjustment EOY 1	150.00
410-8-816-249-000	Local Budget Adjustment EOY 1	2000.00
410-8-816-267-000	Local Budget Adjustment EOY 1	150.00
410-8-816-372-000	Local Budget Adjustment EOY 1	(2150.00)
410-8-828-230-000	Local Budget Adjustment EOY 1	(600.00)
410-8-828-249-000	Local Budget Adjustment EOY 1	600.00
411-8-814-221-000	Local Budget Adjustment EOY 1	4000.00
411-8-814-249-000	Local Budget Adjustment EOY 1	900.00
411-8-814-372-000	Local Budget Adjustment EOY 1	(4900.00)
411-8-820-102-000	Local Budget Adjustment EOY 1	2000.00
411-8-820-106-000	Local Budget Adjustment EOY 1	50.00
411-8-820-108-000	Local Budget Adjustment EOY 1	150.00
411-8-820-372-000	Local Budget Adjustment EOY 1	(4050.00)
411-8-828-225-000	Local Budget Adjustment EOY 1	350.00
411-8-828-230-000	Local Budget Adjustment EOY 1	750.00
411-8-828-231-000	Local Budget Adjustment EOY 1	750.00
412-8-815-221-000	Local Budget Adjustment EOY 1	7500.00
412-8-815-225-000	Local Budget Adjustment EOY 1	60.00
412-8-815-237-000	Local Budget Adjustment EOY 1	220.00
412-8-815-238-000	Local Budget Adjustment EOY 1	7500.00
412-8-815-249-000	Local Budget Adjustment EOY 1	12500.00
412-8-815-256-000	Local Budget Adjustment EOY 1	35000.00
412-8-815-370-000	Local Budget Adjustment EOY 1	2700.00
412-8-815-372-000	Local Budget Adjustment EOY 1	(72030.00)
412-8-820-102-000	Local Budget Adjustment EOY 1	2000.00
412-8-820-106-000	Local Budget Adjustment EOY 1	50.00
412-8-820-108-000	Local Budget Adjustment EOY 1	150.00
412-8-828-224-000	Local Budget Adjustment EOY 1	350.00
412-8-828-225-000	Local Budget Adjustment EOY 1	3000.00
412-8-828-231-000	Local Budget Adjustment EOY 1	600.00
412-8-828-253-000	Local Budget Adjustment EOY 1	100.00
412-8-828-267-000	Local Budget Adjustment EOY 1	300.00
413-8-818-249-000	Local Budget Adjustment EOY 1	1250.00
413-8-818-341-000	Local Budget Adjustment EOY 1	1000.00
413-8-818-371-000	Local Budget Adjustment EOY 1	(2250.00)
414-8-819-225-000	Local Budget Adjustment EOY 1	300.00
414-8-819-257-000	Local Budget Adjustment EOY 1	(575.00)
414-8-828-224-000	Local Budget Adjustment EOY 1	275.00

425-8-829-253-001	Local Budget Adjustment EOY 1	5000.00
425-8-829-372-000	Local Budget Adjustment EOY 1	(5000.00)
427-6-638-110-000	Local Budget Adjustment EOY 1	2000.00
427-6-638-224-000	Local Budget Adjustment EOY 1	75.00
427-6-638-231-000	Local Budget Adjustment EOY 1	400.00
427-6-638-253-001	Local Budget Adjustment EOY 1	110000.00
427-6-639-270-000	Local Budget Adjustment EOY 1	35000.00
427-6-639-271-000	Local Budget Adjustment EOY 1	(52475.00)
427-6-639-273-000	Local Budget Adjustment EOY 1	(110000.00)
427-6-639-296-000	Local Budget Adjustment EOY 1	15000.00
430-7-753-102-000	Local Budget Adjustment EOY 1	(2.00)
430-7-753-225-000	Local Budget Adjustment EOY 1	2.00
430-7-753-230-000	Local Budget Adjustment EOY 1	1.00
430-7-753-231-000	Local Budget Adjustment EOY 1	(1.00)
432-7-761-227-000	Local Budget Adjustment EOY 1	20.00
432-7-761-267-000	Local Budget Adjustment EOY 1	(24370.00)
432-7-763-102-000	Local Budget Adjustment EOY 1	15000.00
432-7-765-102-000	Local Budget Adjustment EOY 1	(15000.00)
432-7-766-102-000	Local Budget Adjustment EOY 1	20000.00
432-7-766-230-000	Local Budget Adjustment EOY 1	2200.00
432-7-766-231-000	Local Budget Adjustment EOY 1	400.00
432-7-766-237-000	Local Budget Adjustment EOY 1	1750.00
435-6-643-244-000	Local Budget Adjustment EOY 1	80.00
435-6-643-251-000	Local Budget Adjustment EOY 1	(80.00)
437-6-628-253-001	Local Budget Adjustment EOY 1	2000.00
437-6-659-102-000	Local Budget Adjustment EOY 1	(2300.00)
437-6-659-105-000	Local Budget Adjustment EOY 1	300.00
442-6-661-100-000	Local Budget Adjustment EOY 1	(40350.00)
442-6-661-253-000	Local Budget Adjustment EOY 1	40000.00
442-6-661-270-002	Local Budget Adjustment EOY 1	350.00
452-8-832-230-000	Local Budget Adjustment EOY 1	1800.00
452-8-832-237-000	Local Budget Adjustment EOY 1	(1800.00)
452-8-832-277-000	Local Budget Adjustment EOY 1	6500.00
452-8-832-312-000	Local Budget Adjustment EOY 1	(7200.00)
452-8-832-340-000	Local Budget Adjustment EOY 1	700.00
628-7-733-102-000	Local Budget Adjustment EOY 1	(8000.00)
628-7-733-110-000	Local Budget Adjustment EOY 1	8000.00
631-6-697-230-000	Local Budget Adjustment EOY 1	35.00
631-8-872-230-000	Local Budget Adjustment EOY 1	85000.00
631-8-872-231-000	Local Budget Adjustment EOY 1	80000.00
631-8-872-252-000	Local Budget Adjustment EOY 1	1.00
631-8-882-247-000	Local Budget Adjustment EOY 1	(185887.00)
631-8-883-230-000	Local Budget Adjustment EOY 1	3000.00
631-8-883-260-000	Local Budget Adjustment EOY 1	7250.00
631-8-886-225-000	Local Budget Adjustment EOY 1	4000.00
631-8-886-230-000	Local Budget Adjustment EOY 1	600.00
631-8-886-260-000	Local Budget Adjustment EOY 1	6000.00

631-8-889-371-000	Local Budget Adjustment EOY 1	1.00
635-6-671-409-000	Local Budget Adjustment EOY 1	2250.00
635-6-682-247-000	Local Budget Adjustment EOY 1	14000.00
635-6-682-375-000	Local Budget Adjustment EOY 1	200000.00
635-6-682-381-100	Local Budget Adjustment EOY 1	(216250.00)
650-6-684-228-000	Local Budget Adjustment EOY 1	6000.00
650-6-684-230-000	Local Budget Adjustment EOY 1	(6000.00)
401-6-611-101-000	Local Budget Adjustment EOY 2	890.00
401-6-611-251-000	Local Budget Adjustment EOY 2	1552.00
401-6-611-341-000	Local Budget Adjustment EOY 2	1227.00
401-6-612-102-000	Local Budget Adjustment EOY 2	849.00
401-6-612-109-000	Local Budget Adjustment EOY 2	113.00
401-6-612-110-000	Local Budget Adjustment EOY 2	738.00
401-6-612-111-000	Local Budget Adjustment EOY 2	17.00
401-6-612-225-000	Local Budget Adjustment EOY 2	1653.00
401-6-612-226-000	Local Budget Adjustment EOY 2	728.00
401-6-612-230-000	Local Budget Adjustment EOY 2	5491.00
401-6-612-231-000	Local Budget Adjustment EOY 2	146.00
401-6-612-341-000	Local Budget Adjustment EOY 2	558.00
401-6-613-110-000	Local Budget Adjustment EOY 2	2109.00
401-6-613-340-000	Local Budget Adjustment EOY 2	169.00
401-6-613-341-000	Local Budget Adjustment EOY 2	206.00
401-6-613-375-000	Local Budget Adjustment EOY 2	42.00
401-6-614-110-000	Local Budget Adjustment EOY 2	176.00
401-6-614-227-000	Local Budget Adjustment EOY 2	218.00
401-6-614-341-000	Local Budget Adjustment EOY 2	206.00
401-6-614-375-000	Local Budget Adjustment EOY 2	42.00
401-6-616-230-000	Local Budget Adjustment EOY 2	44.00
401-6-616-340-000	Local Budget Adjustment EOY 2	9.00
401-6-619-221-000	Local Budget Adjustment EOY 2	4972.00
401-6-619-231-000	Local Budget Adjustment EOY 2	47019.00
401-6-619-249-000	Local Budget Adjustment EOY 2	75065.00
401-6-619-253-001	Local Budget Adjustment EOY 2	48566.00
401-6-619-277-000	Local Budget Adjustment EOY 2	19886.00
401-6-619-341-000	Local Budget Adjustment EOY 2	204.00
401-6-621-105-000	Local Budget Adjustment EOY 2	53.00
401-6-621-110-000	Local Budget Adjustment EOY 2	790.00
401-6-621-221-000	Local Budget Adjustment EOY 2	771.00
401-6-621-224-000	Local Budget Adjustment EOY 2	1401.00
401-6-621-227-000	Local Budget Adjustment EOY 2	522.00
401-6-621-230-000	Local Budget Adjustment EOY 2	114.00
401-6-621-237-000	Local Budget Adjustment EOY 2	22.00
401-6-621-341-000	Local Budget Adjustment EOY 2	280.00
401-6-621-375-000	Local Budget Adjustment EOY 2	42.00
401-6-622-110-000	Local Budget Adjustment EOY 2	2581.00
401-6-622-249-000	Local Budget Adjustment EOY 2	950.00
401-6-622-340-000	Local Budget Adjustment EOY 2	525.00

401-6-622-341-000	Local Budget Adjustment EOY 2	784.00
401-6-623-230-000	Local Budget Adjustment EOY 2	9254.00
401-6-624-221-000	Local Budget Adjustment EOY 2	21.00
401-6-624-340-000	Local Budget Adjustment EOY 2	281.00
401-6-624-341-000	Local Budget Adjustment EOY 2	948.00
401-6-625-106-000	Local Budget Adjustment EOY 2	280.00
401-6-625-108-000	Local Budget Adjustment EOY 2	1198.00
401-6-625-110-000	Local Budget Adjustment EOY 2	176.00
401-6-625-230-000	Local Budget Adjustment EOY 2	81.00
401-6-625-340-000	Local Budget Adjustment EOY 2	44.00
401-6-625-341-000	Local Budget Adjustment EOY 2	206.00
401-6-631-110-000	Local Budget Adjustment EOY 2	2461.00
401-6-631-224-000	Local Budget Adjustment EOY 2	227.00
401-6-631-225-000	Local Budget Adjustment EOY 2	4497.00
401-6-631-237-000	Local Budget Adjustment EOY 2	9303.00
401-6-631-339-000	Local Budget Adjustment EOY 2	283.00
401-6-631-340-000	Local Budget Adjustment EOY 2	1.00
401-6-631-341-000	Local Budget Adjustment EOY 2	1401.00
401-6-632-110-000	Local Budget Adjustment EOY 2	1606.00
401-6-632-230-000	Local Budget Adjustment EOY 2	86.00
401-6-632-237-000	Local Budget Adjustment EOY 2	300.00
401-6-632-341-000	Local Budget Adjustment EOY 2	276.00
401-6-641-105-000	Local Budget Adjustment EOY 2	262.00
401-6-641-224-000	Local Budget Adjustment EOY 2	3426.00
401-6-641-227-000	Local Budget Adjustment EOY 2	857.00
401-6-642-102-000	Local Budget Adjustment EOY 2	(620104.00)
401-6-642-105-000	Local Budget Adjustment EOY 2	52555.00
401-6-642-230-000	Local Budget Adjustment EOY 2	320.00
401-6-642-260-000	Local Budget Adjustment EOY 2	19295.00
401-6-642-319-000	Local Budget Adjustment EOY 2	3620.00
401-6-645-224-000	Local Budget Adjustment EOY 2	30.00
401-6-645-340-000	Local Budget Adjustment EOY 2	46.00
401-6-671-480-000	Local Budget Adjustment EOY 2	23975.00
401-6-691-105-000	Local Budget Adjustment EOY 2	966.00
401-6-691-225-000	Local Budget Adjustment EOY 2	33.00
401-6-691-230-000	Local Budget Adjustment EOY 2	3147.00
401-6-691-231-000	Local Budget Adjustment EOY 2	21677.00
401-6-691-237-000	Local Budget Adjustment EOY 2	18.00
401-6-691-238-000	Local Budget Adjustment EOY 2	88.00
401-6-691-257-000	Local Budget Adjustment EOY 2	677.00
401-6-691-267-000	Local Budget Adjustment EOY 2	2346.00
401-6-691-319-000	Local Budget Adjustment EOY 2	7947.00
401-6-691-340-000	Local Budget Adjustment EOY 2	297.00
401-6-691-341-000	Local Budget Adjustment EOY 2	5832.00
401-6-691-375-000	Local Budget Adjustment EOY 2	67.00
401-6-692-102-000	Local Budget Adjustment EOY 2	29839.00
401-6-692-106-000	Local Budget Adjustment EOY 2	458.00

401-6-692-108-000	Local Budget Adjustment EOY 2	1964.00
401-6-692-109-000	Local Budget Adjustment EOY 2	5133.00
401-6-692-110-000	Local Budget Adjustment EOY 2	10360.00
401-6-692-111-000	Local Budget Adjustment EOY 2	580.00
401-6-692-230-000	Local Budget Adjustment EOY 2	382.00
401-6-692-257-000	Local Budget Adjustment EOY 2	6149.00
401-6-692-267-000	Local Budget Adjustment EOY 2	20698.00
401-6-692-340-000	Local Budget Adjustment EOY 2	4695.00
401-6-693-257-000	Local Budget Adjustment EOY 2	16.00
401-6-694-257-000	Local Budget Adjustment EOY 2	6256.00
401-6-696-230-000	Local Budget Adjustment EOY 2	2688.00
401-6-696-257-000	Local Budget Adjustment EOY 2	9482.00
401-6-699-251-000	Local Budget Adjustment EOY 2	517.00
401-6-699-341-000	Local Budget Adjustment EOY 2	3269.00
401-7-721-101-000	Local Budget Adjustment EOY 2	408.00
401-7-721-226-000	Local Budget Adjustment EOY 2	31.00
401-7-721-227-000	Local Budget Adjustment EOY 2	132.00
401-7-721-341-000	Local Budget Adjustment EOY 2	2935.00
401-7-723-101-000	Local Budget Adjustment EOY 2	142.00
401-7-723-109-000	Local Budget Adjustment EOY 2	19.00
401-7-723-110-000	Local Budget Adjustment EOY 2	1236.00
401-7-723-111-000	Local Budget Adjustment EOY 2	3.00
401-7-731-101-000	Local Budget Adjustment EOY 2	408.00
401-7-731-237-000	Local Budget Adjustment EOY 2	213.00
401-7-731-340-000	Local Budget Adjustment EOY 2	1537.00
401-7-731-341-000	Local Budget Adjustment EOY 2	1740.00
401-7-732-110-000	Local Budget Adjustment EOY 2	2511.00
401-7-741-101-000	Local Budget Adjustment EOY 2	408.00
401-7-741-110-000	Local Budget Adjustment EOY 2	1371.00
401-7-741-224-000	Local Budget Adjustment EOY 2	625.00
401-7-741-237-000	Local Budget Adjustment EOY 2	23.00
401-7-741-340-000	Local Budget Adjustment EOY 2	136.00
401-7-741-341-000	Local Budget Adjustment EOY 2	1260.00
401-7-751-101-000	Local Budget Adjustment EOY 2	427.00
401-7-751-110-000	Local Budget Adjustment EOY 2	14276.00
401-7-751-223-000	Local Budget Adjustment EOY 2	384.00
401-7-751-237-000	Local Budget Adjustment EOY 2	905.00
401-7-751-340-000	Local Budget Adjustment EOY 2	750.00
401-7-751-341-000	Local Budget Adjustment EOY 2	4033.00
401-7-751-375-000	Local Budget Adjustment EOY 2	222.00
401-7-752-105-000	Local Budget Adjustment EOY 2	72070.00
401-7-752-106-000	Local Budget Adjustment EOY 2	2829.00
401-7-752-244-000	Local Budget Adjustment EOY 2	4443.00
402-6-651-110-000	Local Budget Adjustment EOY 2	18370.00
402-6-651-231-000	Local Budget Adjustment EOY 2	41.00
402-6-652-110-000	Local Budget Adjustment EOY 2	5021.00
402-6-652-226-000	Local Budget Adjustment EOY 2	110.00

402-6-653-102-000	Local Budget Adjustment EOY 2	(210822.00)
402-6-653-105-000	Local Budget Adjustment EOY 2	5233.00
402-6-653-225-000	Local Budget Adjustment EOY 2	259.00
402-6-653-226-000	Local Budget Adjustment EOY 2	438.00
402-6-653-248-000	Local Budget Adjustment EOY 2	5250.00
402-6-653-249-000	Local Budget Adjustment EOY 2	1055.00
402-6-653-290-000	Local Budget Adjustment EOY 2	170771.00
402-6-653-341-000	Local Budget Adjustment EOY 2	425.00
402-6-681-372-000	Local Budget Adjustment EOY 2	3849.00
407-8-811-315-000	Local Budget Adjustment EOY 2	(177.00)
407-8-811-340-000	Local Budget Adjustment EOY 2	8.00
407-8-811-341-000	Local Budget Adjustment EOY 2	169.00
408-8-812-221-000	Local Budget Adjustment EOY 2	12812.00
408-8-812-249-000	Local Budget Adjustment EOY 2	668.00
408-8-812-340-000	Local Budget Adjustment EOY 2	571.00
408-8-812-371-000	Local Budget Adjustment EOY 2	(14412.00)
408-8-820-102-000	Local Budget Adjustment EOY 2	211.00
408-8-820-106-000	Local Budget Adjustment EOY 2	6.00
408-8-820-108-000	Local Budget Adjustment EOY 2	23.00
408-8-828-230-000	Local Budget Adjustment EOY 2	121.00
409-8-813-225-000	Local Budget Adjustment EOY 2	(808.00)
409-8-813-340-000	Local Budget Adjustment EOY 2	31.00
409-8-813-341-000	Local Budget Adjustment EOY 2	777.00
410-8-816-224-000	Local Budget Adjustment EOY 2	(2578.00)
410-8-816-249-000	Local Budget Adjustment EOY 2	1725.00
410-8-816-267-000	Local Budget Adjustment EOY 2	110.00
410-8-816-340-000	Local Budget Adjustment EOY 2	233.00
410-8-828-249-000	Local Budget Adjustment EOY 2	510.00
411-8-814-221-000	Local Budget Adjustment EOY 2	18679.00
411-8-814-227-000	Local Budget Adjustment EOY 2	3214.00
411-8-814-249-000	Local Budget Adjustment EOY 2	987.00
411-8-814-340-000	Local Budget Adjustment EOY 2	154.00
411-8-820-102-000	Local Budget Adjustment EOY 2	1919.00
411-8-820-106-000	Local Budget Adjustment EOY 2	28.00
411-8-820-108-000	Local Budget Adjustment EOY 2	119.00
411-8-820-372-000	Local Budget Adjustment EOY 2	(26917.00)
411-8-828-225-000	Local Budget Adjustment EOY 2	326.00
411-8-828-230-000	Local Budget Adjustment EOY 2	644.00
411-8-828-231-000	Local Budget Adjustment EOY 2	717.00
411-8-828-253-000	Local Budget Adjustment EOY 2	130.00
412-8-815-221-000	Local Budget Adjustment EOY 2	9311.00
412-8-815-225-000	Local Budget Adjustment EOY 2	54.00
412-8-815-227-000	Local Budget Adjustment EOY 2	2149.00
412-8-815-237-000	Local Budget Adjustment EOY 2	215.00
412-8-815-238-000	Local Budget Adjustment EOY 2	6152.00
412-8-815-249-000	Local Budget Adjustment EOY 2	11421.00
412-8-815-256-000	Local Budget Adjustment EOY 2	33514.00

412-8-815-340-000	Local Budget Adjustment EOY 2	112.00
412-8-815-370-000	Local Budget Adjustment EOY 2	2651.00
412-8-815-372-000	Local Budget Adjustment EOY 2	(71635.00)
412-8-820-102-000	Local Budget Adjustment EOY 2	1809.00
412-8-820-106-000	Local Budget Adjustment EOY 2	27.00
412-8-820-108-000	Local Budget Adjustment EOY 2	113.00
412-8-828-224-000	Local Budget Adjustment EOY 2	326.00
412-8-828-225-000	Local Budget Adjustment EOY 2	2840.00
412-8-828-231-000	Local Budget Adjustment EOY 2	596.00
412-8-828-253-000	Local Budget Adjustment EOY 2	90.00
412-8-828-267-000	Local Budget Adjustment EOY 2	255.00
413-8-818-230-000	Local Budget Adjustment EOY 2	(2557.00)
413-8-818-249-000	Local Budget Adjustment EOY 2	1041.00
413-8-818-340-000	Local Budget Adjustment EOY 2	391.00
413-8-818-341-000	Local Budget Adjustment EOY 2	1125.00
414-8-819-225-000	Local Budget Adjustment EOY 2	206.00
414-8-819-267-000	Local Budget Adjustment EOY 2	(514.00)
414-8-819-340-000	Local Budget Adjustment EOY 2	32.00
414-8-828-224-000	Local Budget Adjustment EOY 2	276.00
425-8-829-253-001	Local Budget Adjustment EOY 2	4673.00
425-8-829-372-000	Local Budget Adjustment EOY 2	(4673.00)
427-6-638-110-000	Local Budget Adjustment EOY 2	1216.00
427-6-638-224-000	Local Budget Adjustment EOY 2	75.00
427-6-638-226-000	Local Budget Adjustment EOY 2	14.00
427-6-638-231-000	Local Budget Adjustment EOY 2	393.00
427-6-638-253-001	Local Budget Adjustment EOY 2	99949.00
427-6-638-340-000	Local Budget Adjustment EOY 2	279.00
427-6-638-341-000	Local Budget Adjustment EOY 2	413.00
427-6-639-268-000	Local Budget Adjustment EOY 2	87670.00
427-6-639-270-000	Local Budget Adjustment EOY 2	27466.00
427-6-639-271-000	Local Budget Adjustment EOY 2	(71300.00)
427-6-639-272-000	Local Budget Adjustment EOY 2	61151.00
427-6-639-273-000	Local Budget Adjustment EOY 2	(220926.00)
427-6-639-296-000	Local Budget Adjustment EOY 2	13600.00
430-7-753-225-000	Local Budget Adjustment EOY 2	1.00
430-7-753-231-000	Local Budget Adjustment EOY 2	(1.00)
432-7-761-102-000	Local Budget Adjustment EOY 2	34354.00
432-7-766-102-000	Local Budget Adjustment EOY 2	18075.00
432-7-763-102-000	Local Budget Adjustment EOY 2	12750.00
432-7-766-230-000	Local Budget Adjustment EOY 2	2110.00
432-7-766-237-000	Local Budget Adjustment EOY 2	1750.00
432-7-761-110-000	Local Budget Adjustment EOY 2	969.00
432-7-761-227-000	Local Budget Adjustment EOY 2	778.00
432-7-766-231-000	Local Budget Adjustment EOY 2	400.00
432-7-765-110-000	Local Budget Adjustment EOY 2	251.00
432-7-761-340-000	Local Budget Adjustment EOY 2	34.00
432-7-761-251-000	Local Budget Adjustment EOY 2	(1471.00)

432-7-761-230-000	Local Budget Adjustment EOY 2	(3000.00)
432-7-761-237-000	Local Budget Adjustment EOY 2	(3000.00)
432-7-761-105-000	Local Budget Adjustment EOY 2	(5000.00)
432-7-761-231-000	Local Budget Adjustment EOY 2	(10000.00)
432-7-765-102-000	Local Budget Adjustment EOY 2	(19000.00)
432-7-761-267-000	Local Budget Adjustment EOY 2	(30000.00)
435-6-643-244-000	Local Budget Adjustment EOY 2	80.00
435-6-643-340-000	Local Budget Adjustment EOY 2	(80.00)
437-6-628-253-001	Local Budget Adjustment EOY 2	2336.00
437-6-659-105-000	Local Budget Adjustment EOY 2	254.00
437-6-659-110-000	Local Budget Adjustment EOY 2	(2590.00)
442-6-661-253-000	Local Budget Adjustment EOY 2	37383.00
442-6-661-270-002	Local Budget Adjustment EOY 2	299.00
442-6-661-299-000	Local Budget Adjustment EOY 2	(37682.00)
452-8-832-110-000	Local Budget Adjustment EOY 2	3722.00
452-8-832-223-000	Local Budget Adjustment EOY 2	(25790.00)
452-8-832-230-000	Local Budget Adjustment EOY 2	11486.00
452-8-832-277-000	Local Budget Adjustment EOY 2	9466.00
452-8-832-340-000	Local Budget Adjustment EOY 2	1116.00
628-7-733-102-000	Local Budget Adjustment EOY 2	(1953.00)
628-7-733-110-000	Local Budget Adjustment EOY 2	10953.00
628-7-733-260-000	Local Budget Adjustment EOY 2	(9000.00)
631-6-697-230-000	Local Budget Adjustment EOY 2	35.00
631-8-872-230-000	Local Budget Adjustment EOY 2	85000.00
631-8-872-231-000	Local Budget Adjustment EOY 2	79474.00
631-8-872-252-000	Local Budget Adjustment EOY 2	1.00
631-8-883-230-000	Local Budget Adjustment EOY 2	7559.00
631-8-883-260-000	Local Budget Adjustment EOY 2	7115.00
631-8-886-225-000	Local Budget Adjustment EOY 2	3014.00
631-8-886-226-000	Local Budget Adjustment EOY 2	(187867.00)
631-8-886-230-000	Local Budget Adjustment EOY 2	579.00
631-8-886-260-000	Local Budget Adjustment EOY 2	5089.00
631-8-889-371-000	Local Budget Adjustment EOY 2	1.00
635-6-671-409-000	Local Budget Adjustment EOY 2	2123.00
635-6-682-247-000	Local Budget Adjustment EOY 2	13252.00
635-6-682-375-000	Local Budget Adjustment EOY 2	175831.00
635-6-682-381-100	Local Budget Adjustment EOY 2	(191206.00)
650-6-684-225-000	Local Budget Adjustment EOY 2	1302.00
650-6-684-228-000	Local Budget Adjustment EOY 2	9928.00
650-6-684-230-000	Local Budget Adjustment EOY 2	10269.00
650-6-684-253-001	Local Budget Adjustment EOY 2	2859.00
650-6-684-340-000	Local Budget Adjustment EOY 2	2724.00
650-6-684-371-000	Local Budget Adjustment EOY 2	(27082.00)

June 2024 PCard Report

Account	Department	Item Total
401-6-611 Total	Commissioners	$1,138.82
401-6-613 Total	Human Resources	$3,597.15
401-6-614 Total	Safety	$249.58
401-6-619 Total	Working Capital	$80,971.40
401-6-621 Total	Public Works	$38.85
401-6-622 Total	Information Technology	$18,455.24
401-6-624 Total	Planning & Zoning	$729.98
401-6-625 Total	Purchasing	$2,144.23
401-6-631 Total	Finance Dept	$3,470.91
401-6-632 Total	Community Development	$40.87
401-6-641 Total	Detention Administration	$3,134.97
401-6-642 Total	Adult Detention	$3,129.40
401-6-645 Total	Juvenile CCJD	$56.74
401-6-691 Total	Facility Maintenance	$6,470.26
401-6-692 Total	Courthouse Maintenance	$3,585.64
401-6-693 Total	Facility Maint. Health Dept.	$1,153.13
401-6-694 Total	Facility Maint. CC Road Dept.	$260.98
401-6-696 Total	Operating Exp - CCDC	$5,836.82
401-6-699 Total	St. Mary Complex	$226.58
401-7-721 Total	Clerk Admin	$897.76
401-7-722 Total	Clerk Bureau Elec.	$91.71
401-7-723 Total	Clerk Probate Judge	$46.75
401-7-731 Total	Assessor Admin	$764.30
401-7-741 Total	Treasurer Dept.	$1,206.45
401-7-751 Total	Sheriff Admin	$1,739.70
401-7-752 Total	Sheriff Patrol & Investigation	$77,146.43
402-6-651 Total	Road Admin	$952.83
402-6-652 Total	Road Shop	$4,749.28
402-6-653 Total	Road Construction & Maintenance	$58,129.42
402-6-654 Total	Road Vector Control	$1,233.00
407-8-811 Total	Dunken FD	$200.45
408-8-812 Total	East Grand Plains FD	$104.95
409-8-813 Total	Penasco FD	$296.48
410-8-816 Total	Midway FD	$8,748.29
411-8-814 Total	Berrendo FD	$9,507.81
412-8-815 Total	Sierra FD	$3,084.95
413-8-818 Total	Rio Felix FD	$210.46
414-8-819 Total	Fire District #8	$1,984.47
427-6-638 Total	Indigent	$90.30
432-7-761 Total	DWI	($173.39)
452-8-832 Total	Flood Dept.	$6,823.76
631-8-872 Total	Other Grant's & Contracts	$432.24
631-8-883 Total	Other Grant's & Contracts	$4,835.48
650-6-684 Total	CCDC Construction Fund	$18,452.72
670-6-671 Total	Internal Services	$686.47
Grand Total		**$336,934.62**

Bids/RFPs/SS/Emergency Procurements

FY25 BIDS

ITB #	Description	Advertise	Open	Project Manager	Status
ITB-25-01	Vector Chemicals	TBD	TBD	Angelo Gurule	*Pending Docs...*

FY25 RFPS

RFP #	Description	Advertise	Open	Project Manager	Status
RFP-25-01	Inmate Medical Services	06/02/24	06/25/24	Michael Brisco	Open

FY25 Sole Source

SS #	Description	Posted	Awarded	Amount
SS-25-01	CASA - Girl's Circle & Boys Leadership Gender Specific	05/30/24	07/01/24	20,000.00
SS-25-02	CASA - AMPED Alternative Education Program	05/30/24	07/01/24	54,000.00
SS-25-03	CASA - Diversion Advocacy Program	05/30/24	07/01/24	42,500.00
SS-25-04	WINGS for L.I.F.E - Elementary School Program	05/30/24	07/01/24	50,000.00
SS-25-05	WINGS for L.I.F.E - Middle School Program	05/30/24	07/01/24	50,400.00
SS-25-06	Tyler Technologies	05/30/24	07/01/24	400,000.00
SS-25-07	Jail Management System	05/30/24	07/01/24	42,000.00
SS-25-08	Economic Development Corporation	06/28/24	TBD	200,000.00

FY25 Emergency

EM #	Description	Contractor	Posted	Amount

FY25 Quotes over $30k

Project Description	Quote 1	Quote 2	Quote 3

COUNTY MANAGER
Bill Williams
PO Box 1817
Roswell, NM 88202-1817
575-624-6602
FAX 575-624-6631
Email:
bill.williams@chavescounty.gov

CHAVES COUNTY
Joseph R. Skeen Building

COMMISSIONERS

Dara Dana	➢	District 1
T. Calder Ezzell Jr.	➢	District 2
Jeff Bilberry	➢	District 3
Richard C. Taylor	➢	District 4
Michael J. Perry	➢	District 5

Chaves County Clerk

Summary Report

06/01/24-06/30/24

CLERK FEES (EQUIPMENT)	**$**	**4,466.00**
GEN CLERK'S FEES	**$**	**16,117.50**
LIQUOR LICENSE	**$**	**500.00**
CHILDREN'S TRUST FUND	**$**	**585.00**
PROBATE	**$**	**491.45**
PHOTOCOPIES.....	**$**	**755.00**
GOVT GROSS RECEIPTS TAX	**$**	**-**
TOTAL AMOUNT:		**$22,914.95**

TOTAL DOCUMENTS FILED	**697**
NEW MARRIAGE LICENSES	**39**
NEW PROBATES	**11**
NEW SURVEYS	**10**
NEW PLATS	**2**
VOTER CHANGES	**427**
NEW REGISTRANTS	**195**
REPUBLICANS	**17589**
DEMOCRATS	**8654**
LIBERTARIANS	**384**
OTHER	**8150**

CCSO Mileage Report
June 2024

Unit #	Year	Make	Model	Assigned to	Mileage Beg.	Mileage End	Total
900	2013	Ford	Taurus	Spare-Damaged County Yard	161,774	161,774	0
901	2016	Ford	F-250 Crew Cab	Spare	135,512	135,512	0
902	2009	Ford	F-150	Serrano, Agustin	199,071	200,126	1055
903	2014	Ford	F-150	Serna, Jimmy	163,120	164,423	1303
904	2005	Ford	F-550 Diesel	Command Post	0	0	0
905	2017	Ford	F-150	Spare	109,185	109,185	0
907	2011	Ford	F-250 Crew Cab	Spare-Damaged County Yard	230,916	230,916	0
908	2013	Ford	Taurus	Ramirez, Giovanny	168,581	169,249	668
909	2019	Ford	F-150	Pineda, Anthony	78,718	80,542	1824
910	2014	Ford	F-150 4x4	Spare	132,823	132,823	0
913	2016	Ford	Expedition 4x4	Spare	103,606	103,606	0
915	2008	Dodge	Charger	Spare	109,542	109,542	0
916	2018	Ford	Explorer	Beagles-Clark, Amanda	126,941	128,786	1845
917	2018	Ford	Explorer	Pilley, Lissa	97,757	101,687	3930
918	2006	Ford	Van	Transport Van	121,690	121,709	19
922	2018	Ford	Explorer	Spare K-9	104,739	105,578	839
929	2013	Ford	Explorer	Perez, Agustin	99,602	100,079	477
930	2014	Ford	Taurus	Spare	74,004	74,004	0
933	2017	Ford	Explorer	De La Cerda, Nathaniel	153,868	157,553	3685
934	2017	Ford	Explorer	White, John	154,263	156,334	2071
935	2017	Ford	Explorer	Spare-Damaged County Yard	151,157	151,157	0
941	2014	Ford	Taurus	McDowell, Teddy	131,884	135,242	3358
944	2014	Ford	Taurus	Spare-Damaged County Yard	113,629	113,629	0
945	2014	Ford	Taurus	Spare-Damaged County Yard	137,976	137,976	0
946	2014	Ford	Taurus	Leyva, Claudia	160,855	161,340	485
951	2010	Ford	Crown Victoria	Spare	107,970	107,970	0
955	2013	Ford	Focus	Bell, Sarah	96,721	97,142	421
956	2014	Ford	Taurus	Spare-Damaged County Yard	149,343	149,343	0
957	2014	Ford	Taurus	Spare	149,328	149,328	0
961	2018	Ford	Van	Transport	35,334	35,785	451
962	2015	Dodge	Caravan	Transport-Academy	164,601	164,601	0
966	2020	Ford	F-150	Ray, Mike	23,557	24,199	642
967	2019	Ford	F-150	Spare-engine issues	89,808	89,808	0
968	2019	Ford	F-150	Dictson, Daniel	49,893	51,840	1,947
969	2019	Ford	F-150	Avalos, Jacob	53,202	56,518	3,316
970	2019	Ford	F-150	Shaw, Aleina	65,815	68,257	2,442
971	2019	Ford	F-150	Martinez, Joshua	68,800	70,949	2,149
977	2019	Ford	F-150	Silvas, Pedro	115,351	117,359	2008
978	2019	Ford	F-150	Castro, Elijah	68,157	68,872	715
979	2020	Ford	F-150	Conklin, Benjaman	88,119	90,205	2,086
980	2020	Ford	F-150	Spare-engine issues	62,347	62,347	0
981	2020	Ford	F-150	Cottrell, Matthew	82,847	85,253	2406
982	2020	Ford	F-150	Salas, Lorenzo	98,122	100,657	2,535
983	2020	Ford	F-150	Gomez, Gilbert	85,478	87,371	1,893
985	2020	Dodge	Caravan	Transport	49,264	50,666	1,402
994	2020	Ford	F-150	Spare	91,907	91,907	0
995	2020	Ford	F-150	Spare	80,695	80,695	0

996	2020	Ford	F-150	spare	79,670	79,670	0
997	2020	Ford	F-150	McKelvey, Josh	75,329	76,532	1,203
999	2001	Ford	F-550 Diesel	Crime Scene Truck	217,877	217,877	0
1000	2021	Chevy	Silverado	Herrington, Mike	18,551	18,551	0
1001	2021	Chevy	Silverado	Yslas, Charles	22,467	24,258	1,791
1002	2021	Chevy	Silverado	Drake, Charles	33,135	36,808	3,673
1003	2019	Chevy	Silverado	Padilla, Olivia	160,108	160,664	556
1004	2021	Chevy	Tahoe	Cobos, Isaac	36,013	36,790	777
1005	2017	Ford	Explorer	Hardy, Travis	168,015	168,385	370
1008	2022	Ford	F-150	Sanchez, Jacob	21,507	22,416	909
1009	2022	Ford	F-150	Salas, Andres	12,613	14,590	1,977
1010	2022	Ford	F-150	Hohle, Doug	9,214	9,564	350
1011	2023	Dodge	Ram	Parmer, Jeremy	5,850	7,870	2,020
1012	2023	Dodge	Ram	Nava, Isaac	3,945	5,572	1,627
1013	2023	Dodge	Ram	Hendrix, Scott	6,607	9,633	3,026
1014	2017	Ford	F-150	Ramos, Raul	159,743	159,976	233
1015	2017	Ford	Explorer	Delgado, Ricardo	167,009	168,326	1,317
						TOTAL:	**65801**

Sheriff's Office
CHAVES COUNTY
#1 Saint Mary's Place
P.O. Box 1396
Roswell, New Mexico 88203
(575) 624-6500

Mike Herrington, Sheriff

Sheriff's Monthly Statistics Report
June 2024

Total Number of Arrests:	91
Adult:	91
Juvenile:	0
Total Number of DWI's:	9
Total Number of Arrest Citations:	5
Adult:	2
Juvenile:	3
Total Number of Non-Traffic Citations:	0
Total Number of Traffic Citations:	254
Total Number of Warning Traffic Citations:	8
Total Number of Accident Reports:	13

CHAVES COUNTY
ROAD DEPARTMENT
1505 East Brasher Road
Roswell, New Mexico 88203
Phone: 575-624-6610
Fax: 575-627-4360



COMMISSIONERS
Dara Dana · District 1
T. Calder Ezzell Jr. · District 2
Jeff Bilberry · District 3
Richard C. Taylor · District 4
Michael Perry · District 5

Road Operations Director
Joe E. West

County Manager
Bill Williams

June 2024

MAN-HOURS	5,794.50	
MANPOWER COST		$230,544.89
ON-CALL MANPOWER COST		$1,500.00
MAN-HOURS ON ROAD PROJECTS	4,752.75	
MANPOWER COST ON ROAD PROJECTS		$193,962.88
MILES BLADED	98.90	
VEHICLE MILEAGE and OFF-ROAD HOURS	3,562.05	
VEHICLE AND EQUIPMENT COSTS		$132,954.62
GALLONS WATER HAULED	105,450.00	
COST OF CITY WATER		$421.80
COST OF PRIVATE BILLED WATER		$0.00
MATERIAL USED (cubic yards)		
CHIPS USED ON ROAD PROJECTS	600.00	$13,402.00
BASE COURSE USED ON ROAD PROJECTS	0.00	$0.00
COLD MIX USED ON ROAD PROJECTS	7.20	$666.00
FINES USED ON ROAD PROJECTS	0.00	$0.00
MILLINGS	0.00	$0.00
PIT RUN USED ON ROAD PROJECTS	0.00	$0.00
RIP RAP USED ON ROAD PROJECTS	0.00	$0.00
ROAD OIL		$67,653.86
DEMURRAGE		$0.00
GAS (gallons)	1514.40	$4,021.82
DIESEL (gallons)	3120.00	$8,546.05
GAS - Dunken (gallons)	156.20	$413.31
DIESEL - Dunken (gallons)	160.00	$447.75
COST OF ROADWORK		$422,490.09
COST OF SOLID WASTE		$11,869.04
OFFICIAL HEADCOUNT		44
HEADCOUNT ADJUSTMENTS (NOV.)		0
HEADCOUNT ADDITIONS (NOV.)		2
CURRENT HEADCOUNT (NOV.)		36

JOE E. WEST
ROAD OPERATIONS DIRECTOR

CHAVES COUNTY TREASURER'S OFFICE
DISBURSEMENT REPORT - JUNE 2024

Created Date	Payee	Check #	Amount	Note	Voided	Processed	By
Jun 10 2024	ARTESIA SCHOOLS-CAP IMP	11652	$1,133.28	disbursement from 04/30/2024 to 05/31/2024		Jun 10 2024 11:54:28 AM	kgonzales
Jun 10 2024	ARTESIA SCHOOLS	11653	$279.83	disbursement from 04/30/2024 to 05/31/2024		Jun 10 2024 12:00:31 PM	kgonzales
Jun 10 2024	ARTESIA SCHOOLS	11654	$2,255.01	disbursement from 04/30/2024 to 05/31/2024		Jun 10 2024 12:01:21 PM	kgonzales
Jun 10 2024	DEXTER SCHOOLS	11655	$201,692.17	Grouped Check		Jun 10 2024 12:02:24 PM	kgonzales
Jun 10 2024	ELIDA PUBLIC SCHOOLS #27	11656	$747.84	Grouped Check		Jun 10 2024 12:03:52 PM	kgonzales
Jun 10 2024	ELIDA PUBLIC SCHOOLS #28	11657	$2,975.11	Grouped Check		Jun 10 2024 12:05:08 PM	kgonzales
Jun 10 2024	EASTERN NM UNIVERSITY	11658	$325,354.61	disbursement from 04/30/2024 to 05/31/2024		Jun 10 2024 12:07:42 PM	kgonzales
Jun 10 2024	HAGERMAN SCHOOLS	11659	$172,033.04	Grouped Check		Jun 10 2024 12:09:08 PM	kgonzales
Jun 10 2024	LAKE ARTHUR SCHOOLS	11660	$266,607.20	Grouped Check		Jun 10 2024 12:10:03 PM	kgonzales
Jun 10 2024	ROSWELL INDEPENDENT SCHOOL DIST.	11661	$2,140,234.78	disbursement from 04/30/2024 to 05/31/2024		Jun 10 2024 12:11:25 PM	kgonzales
Jun 10 2024	SYDNEY GUTIERREZ MIDDLE SCHOOL	11662	$11,270.40	disbursement from 04/30/2024 to 05/31/2024		Jun 10 2024 12:11:56 PM	kgonzales
Jun 10 2024	CENTRAL VALLEY SOIL & WATER	11663	$354.60	disbursement from 04/30/2024 to 05/31/2024		Jun 10 2024 12:14:35 PM	kgonzales
Jun 10 2024	CHAVES COUNTY SOIL & WATER	11664	$43,280.31	disbursement from 04/30/2024 to 05/31/2024		Jun 10 2024 12:15:29 PM	kgonzales
Jun 10 2024	CITY OF ROSWELL	11665	$1,369,270.59	disbursement from 04/30/2024 to 05/31/2024		Jun 10 2024 12:16:09 PM	kgonzales
Jun 10 2024	CITY OF ROSWELL	11666	$815.14	disbursement from 04/30/2024 to 05/31/2024		Jun 10 2024 12:17:11 PM	kgonzales
Jun 10 2024	CONSERVANCY	11667	$901,450.20	disbursement from 04/30/2024 to 05/31/2024		Jun 10 2024 12:18:03 PM	kgonzales
Jun 10 2024	COTTONWOOD-WALNUT CREEK S & W	11668	$2,024.00	disbursement from 04/30/2024 to 05/31/2024		Jun 10 2024 12:18:43 PM	kgonzales
Jun 10 2024	DFA - ADMINISTRATIVE SERVICES	11669	$484,510.81	Grouped Check		Jun 10 2024 12:19:54 PM	kgonzales
Jun 10 2024	HAGERMAN-DEXTER SOIL & WATER	11670	$5,495.43	disbursement from 04/30/2024 to 05/31/2024		Jun 10 2024 12:20:26 PM	kgonzales
Jun 10 2024	NEW MEXICO TAXATION AND REVENUE	11671	$1,483.62	disbursement from 04/30/2024 to 05/31/2024		Jun 10 2024 12:21:07 PM	kgonzales
Jun 10 2024	PENASCO SOIL & WATER	11672	$126.80	disbursement from 04/30/2024 to 05/31/2024		Jun 10 2024 12:21:56 PM	kgonzales
Jun 10 2024	STATE OF NEW MEXICO - CTF	11673	$510.00	disbursement from 04/30/2024 to 05/31/2024		Jun 10 2024 12:22:42 PM	kgonzales
Jun 10 2024	TOWN OF DEXTER	11674	$4,596.08	disbursement from 04/30/2024 to 05/31/2024		Jun 10 2024 12:26:10 PM	kgonzales
Jun 10 2024	TOWN OF HAGERMAN	11675	$3,435.09	disbursement from 04/30/2024 to 05/31/2024		Jun 10 2024 12:26:45 PM	kgonzales
Jun 10 2024	TOWN OF LAKE ARTHUR	11676	$1,679.48	disbursement from 04/30/2024 to 05/31/2024		Jun 10 2024 12:27:13 PM	kgonzales
Jun 12 2024	USDA, APHIS, GENERAL	11677	$13,143.88	CUSTOMER No. 6003036 BILL No. 3004953364		Jun 12 2024 10:05:50 AM	kgonzales
			$5,956,759.30				

May 2024 Distribution - Taxing Authorities	**$5,943,615.42**
Refunds/Overpayments	**$13,143.88**
	$5,956,759.30

Chief Deputy Treasurer