

CHAVES COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
August 21, 2025 – 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

PROCLAMATION

PRESENTATION

AGENDA ITEMS

A. PUBLIC HEARING

- Pg.3 1. **CASE # Z2025-04** Special Use Permit for a Utility Scale Solar Project, Data Center and Battery Energy Storage System Facility in Area I Zone A – Agricultural District.

B. AGREEMENTS AND RESOLUTIONS

- Pg.31 2. Request to approve change order #1 to agreement A-25-001 to RM-MCI, LLC in the amount of \$18,109.37 for the GBOM: Cultural Plaza Project.
- Pg.34 3. Request to approve change order #3 to agreement A-24-028 for construction services of the Pecos Valley Regional Communications Center Renovation.
- Pg.47 4. Agreement A-25-034 Request to approve ratification between Chaves County and Department of Finance and Administration for the Adult Detention Facility Security Upgrades Appropriation 25-J2893.
- Pg.71 5. Agreement A-25-035 Request to approve ratification of Agreement A-25-035 between Chaves County and Department of Finance and Administration for the Cooperative Extension Service Building Appropriation 25-J2894.
- Pg.95 6. Agreement A-25-036 Request to approve ratification of Agreement A-25-036 between Chaves County and Department of Finance and Administration for the Courthouse Electrical Drives Upgrade Appropriation 25-J2895.
- Pg.115 7. Agreement A-25-037 Request to approve ratification of Agreement A-25-037 between Chaves County and Department of Finance and Administration for the Courthouse Roof Replace Appropriation 25-J2896.
- Pg.143 8. Agreement A-25-038 Request to approve ratification of Agreement A-25-038 between Chaves County and Department of Finance and Administration for the Cultural Plaza Appropriation 25-J2897.
- Pg.167 9. Resolution R-25-025, Revision No. 21 of the Chaves County Purchasing Policy.
- Pg.211 10. Resolution R-25-040 Authorizing Suspending the Minimum Penalty Requirements of the Property Tax Code.

C. OTHER BUSINESS

Pg.213 **11.** Request for Out-of-State Travel.

Pg.214 **12.** Request for Out-of-State Travel.

Pg.215 **13.** Per Article I, Section 5.J of the Chaves County Zoning Ordinance #7, Revision #12. An appeal of the County Planning and Zoning Director's decision to terminate an added Specific Use "storage of recyclable wind turbine blades and equipment" to Case Z2006-10.

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 on 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

CASE # Z2025-04 Special Use Permit for a Utility Scale Solar Project, Data Center and Battery Energy Storage System Facility in Area I Zone A - Agricultural District

MEETING DATE: August 21, 2025

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Louis Jaramillo, P&Z Director

ACTION REQUESTED: To act on Case Z2025-04

SUMMARY: Zenith Volts Corp. and the Berry Family are proposing a 1.265 GW solar facility project that would supply sufficient energy to operate a data center and provide excise power to a battery energy storage system (BESS) facility, all located within this project area. CVE is the local electrical service company in this area. They have stated they will not be able to provide power to the facility, nor will they accept any power from the project area. The project area is approximately 8,500-acres in size. The development plan indicates the solar panels would be located in and around the alluvial drainage channels to the north while the data center and BESS facility would be located near Pearson Rd to the south. Zenith Volts Corp has accepted the Conditions of Approval that are unique to its location and development including improving Natchez Rd. and no solar panels in the drainage channels. Staff has received 1 letter of support. The 2 letters of concern staff received about the drainage system and access to road were withdrawn at the P&Z Commission meeting per the Conditions of Approval. The P&Z Commission recommended approval of Case Z2025-04, with the 17 Conditions of Approval stated in Staff's Report, by a vote of 4-0 based on Finding of Facts 1-4 stated in Staff's Report. Upon speaking with Waide Berry, the owners would like to request an 18th Condition of Approval. To permit the transfer of the SUP to Zenith Volts, upon the sale of the properties, with the restriction and requirement stated in Conditions of Approval 1 thru 17a.-e noted in Staff's Report.

Staff Recommends/Requests: Approval

SUPPORT DOCUMENTS: Staff Report, application, P&Z Commission minutes, deed, letter of support, development plan and Aerial photos.

SUMMARY BY: Louis Jaramillo, P&Z Director

STAFF'S REPORT

CASE # Z 2025-04

Ricki L Berry/ Rockin Lazy B LLC/ Bare E LLC along with Zenith Volts Corp. are requesting a Special Use Permit for a 1.265 GW utility scale solar facility, a data center, and a battery energy storage system. This project would be located along the north side of the 700-800 block of W. Pearson Rd. and would extend to over 8,500 acres of grazing land except for Mr. Berry's residential dwelling unit, NE corner of Section 21 and a barn in Section 27. The property is accessible from Natchez Rd., a county-maintained road being approximately 15 to 17 feet wide. Natchez Rd. runs north from Pearson Rd. to the gate. The proposed project and the surrounding area are zoned "Zone A-Agricultural".

Central Valley Electric (CVE) company is the local electrical service company in this area. CVE has provided a letter that states they will not be able to provide service to the data center nor receive electrical service from the project on to its service lines.

Zenith Volts Corp has provided a development plan for the proposed project. The solar facility would be located in the northern portion of the project area and would be interconnected to provide electricity to the data center and the BESS facility located in the southern portion of the project. Central Valley Electric has stated the Zenith Volts Corp have commented to staff's standard Conditions of Approval, however there are additional conditions that need to be addressed to preserve and protect the natural drainage in this area.

The northern portion of the project area contains a large alluvial drainage system that accumulates storm water from the west and continues to the east/southeast into an unnamed main channel that runs westerly to the Pecos River. The main channel and some feeders are noted in the latest FIRM maps as a Special Flood Hazard Area, Zone "A". The southern portion of the project is a "sheet flow" area that runs from the northwest to the southeast toward the farming areas along Natchez Rd. and Pearson Rd.

Article XVIII, Section 1.A.1 states The Board of Chaves County Commissioners shall consider the following conditions prior to granting a Special Use Permit in districts from which the proposed use is otherwise prohibited by this Ordinance.

- a. The proposed use shall not create a public nuisance, such as, but not limited to, noise, dust, smoke, direct glare, vibration or interference with WIFI and cellular data, for the surrounding neighbors and community.**
- b. The proposed use shall not adversely affect the market value of the adjacent properties in a negative manner.**
- c. The proposed use shall be compatible with the surrounding properties, roads and existing legal uses.**
- d. The proposed use shall be within the intent, purpose, and general plan of this**

Ordinance.”

Renewable energy facilities are not addressed in our County Zoning Ordinance. Per Section 1.A.1. Article XVIII of the Chaves County Zoning Ordinance #7, the Board may grant a SUP in districts from which the uses are otherwise prohibited by this Zoning Code and shall impose appropriate conditions and safeguards to protect the general plan to conserve and protect the property values in the neighborhood.

Staff recommend the following **Conditions of Approval**:

1. Failure to begin construction of the solar project within two years of this Special Use Permit shall result in termination of the SUP by the Planning Director.
2. No solar panels or supporting equipment shall be placed in the drainage channels, as determined by the County Certified Floodplain Manager.
3. Development of any kind shall be to a minimum in and around the drainage channels; this includes but is not limited to roads and utilities.
4. The developer agrees to improve and maintain County roads used for accessing the project; before, during and after the project is complete; including increasing the width of Natchez Rd. to 28 ft. wide.
5. Solar photovoltaic panel coverage shall not exceed seventy (70%) percent of the project area.
6. Minimum setback requirement for photovoltaic panels or structures shall be one hundred (100) feet from all property lines.
7. Service roads may be a minimum of twenty-six (26) feet wide, constructed as a hard-pack, weatherproof surface.
8. A minimum-security fence of six (6) feet in height may be installed around the perimeter of each solar panel area, data center and BESS facility.
9. Solar photovoltaic panels shall not exceed fifteen (15) feet in height as measured from the natural ground.
10. Zenith Volt shall provide an emergency response plan, training for local emergency responders, and all the necessary fire suppression equipment and supplies necessary to handle a fire within the data center or BESS facility.
11. All outdoor lighting will comply with the Night Sky Act, be directed downward, and avoid glare or light spill onto adjacent properties or roads.
12. Solar panels shall be arranged to avoid reflected sunlight onto neighboring properties or traffic. FAA studies will be conducted if required.
13. The maximum noise level from the project area will not exceed sixty (60) dBA.
14. Signage shall comply with ANSI Z535 guidelines and include information on technology type, hazards, suppression systems, and 24-hour contact info.

15. Construction and maintenance will comply with all County, State, and Federal laws, regulations, and codes.
16. A full development plan will be submitted for any Battery Energy Storage System (BESS) facility including fire control and suppression systems.
17. Zenith Volts Corp shall provide a comprehensive closure, decommissioning, and reclamation plan; approved by the Board. It shall include the following:
 - a. Expected lifespan of the project, including the data center and BESS facility.
 - b. Implementation procedures for site reclamation and restoration of the project area.
 - c. Estimated decommissioning and reclamation costs for the entire project area.
 - d. An Environmental Impact Assessment of the project area.
 - e. Sufficient financial bonding, agreed upon by staff, to be made payable to Chaves County.

Findings of Fact:

1. The proposed project does comply with the 2016 Comprehensive Master Plan.

The 2016 Chaves County Comprehensive Master Plan notes that new solar energy facilities should be located and designed to mitigate negative impacts on surrounding residential neighborhoods (Physical Appearance 4.4).

2. The proposed project **does** comply with the four requirements necessary to approve a Special Use Permit per Article XVIII, Section 1.A.1
3. The Developer, Zenith Volts Corporation, and the Berry family have agreed to the 17 Conditions of Approval stated in Staff's Report.
4. Owners within 600 feet of the proposed Special Use Permit have been notified by certified mail, per Chaves County Zoning Ordinance No. 7, Article XVIII Section 2-B.1. Staff received 1 letter of support and 2 letters of concern about the drainage system and access roads to the project area.

This case was advertised in the local newspaper 14 business days prior to this meeting, as required by Chaves County Zoning Ordinance #7 and State Statute.

Chaves County		Chaves County Planning & Zoning commission
August 5, 2025	Public Hearing Minutes	Created by Adina conde

Members present:

Valli West
 Brian Archuleta
 Mark Lewis
 Andy Morley

Guest Present:

Nick Coleman- Zenith Volt
 Kim Wales-Zenith Volt
 Waide Berry- landowner
 Dwight Menefee-Concern Neighbor
 Dave Kunkel-Concern Neighbor
 Jesse Brownfield-Concern Neighbor

Staff Present:

Louis Jaramillo
 Richard Gutierrez
 Adina Conde

The Regular Meeting of the **Chaves County Planning & Zoning Commission** was held in the Commission Chambers at the **Chaves County Administrative Center** on August 5, 2025, beginning at 5:30 PM.

Minutes:

Commissioner Archuleta made a motion to approve the minutes of the June 3, 2025, meeting, **Commissioner Lewis** seconded the motion. The motion passed unanimously.

New Business:

Case Z 2025-04

Mr. Jaramillo read the staff's summary report.

Nick Coleman, representing Zenith Volt Corporation, addressed the Commission and the public. He described the proposed solar and data center project as a significant opportunity for Chaves County, with potential to bring jobs, economic growth, and long-term benefits. He emphasized that the company is flexible and open to supporting the county's needs, calling it a team effort.

Commissioner Lewis asked if local labor would be involved in the construction.

Mr. Coleman responded that they aim to involve as many local contractors and workers as possible and are committed to approaching the project with community input and collaboration.

Commissioner Archuleta asked if Zenith had other similar projects.

Mr. Coleman stated they have a smaller project in California. He confirmed they are financing the development plan to hire locally. He stated the project will be self-sufficient and not connected to CVE's grid but may supply excess power back to it. He also mentioned plans for a flight training component.

Chairman Morley asked if the project's independence from CVE's grid was due to funding.

Mr. Coleman clarified that CVE is simply unable to supply the necessary power.

Commissioner West noted that high usage is a common issue with data centers and is a major concern in other areas.

Commissioner Lewis asked how many jobs this would create.

Mr. Coleman confirmed there would be around 300 full-time employees and mentioned plans for an on-site fire station.

Mr. Jaramillo clarified that those would be construction jobs and not permanent jobs.

Ms. Wales, a partner with Zenith Volt, noted that the solar field, data center, and battery storage facility would each create around 300 construction jobs.

Chairman Morley inquired about water resources.

Mr. Coleman said that the facility would not use water for cooling. He stated that a domestic well would be used for drinking water, which does not require a state engineer permit but is subject to limited use.

Commissioner West asked about water use during construction.

Mr. Coleman said water would be brought in as needed by the construction company.

Chairman Morley asked why the site was considered ideal.

Mr. Coleman explained it is remote yet close to town, causing minimal disruption while offering long-term benefits. He stated the land would still support cattle grazing and mentioned the possibility of adding Wagyu beef operation. He also noted plans to pave and widen the road, calling the project a strong asset for nearby residents

Commissioner West asked about potential flood concerns.

Mr. Coleman responded that the project design avoids flood-prone channels and areas and structures would be built on elevated pilings.

Commissioner Archuleta asked if a person could walk under them.

Mr. Coleman confirmed yes.

Chairman Morley noted the height limit of 15 feet.

Mr. Coleman said they intend to meet all requirements, and they're familiar with past flood issues in the area and are planning accordingly.

Commissioner West expressed concern about vegetation disturbance increasing runoff.

Mr. Coleman assured us that vegetation will remain intact, as only pilings will be installed—no grading or clearing is planned aside from required safety roads.

Chairman Morley asked if existing vegetation, such as mesquite, would remain.

Mr. Coleman confirmed they would not be removing any vegetation, aside from limited clearing for necessary roads and structures.

Commissioner Archuleta clarified that bulldozing would be limited to those areas.

Mr. Coleman agreed with.

Mr. Jaramillo noted that transmission lines may need to be considered and would likely be underground.

Mr. Berry clarified that the data center would sit on 320 acres next to the 300 acres of battery storage. All generated power will be used for the facility. He explained that project design avoids drainage channels, and that panel placement has been adjusted to avoid impacting nearby homes and farms. Roughly 300 acres of panels were removed from the plan to prevent flood risks to adjacent properties. Mr. Berry also described plans to widen Natchez Road to 28 feet, including culverts to direct water safely under the roadway. He cited past flooding and noted that existing mesquite trees helped control runoff in prior events.

Mr. Coleman stated that zoning approval is key to securing a client for the data center, which he described as a major local investment. He noted the project includes flight training and community partnerships.

Chairman Morley asked what is the life expectancy of a solar panel.

Ms. Wales stated solar panels have a 10-year cycle and will be refurbished and sent abroad. She assured the Commission that there would be no stockpiling of solar panels on-site.

Chairman Morley asked if lightning poses a fire risk.

Mr. Coleman explained that the system includes breakers, and the panels are made of glass, making fires unlikely.

Commissioner West asked what type of data would be stored at this facility.

Ms. Wales stated that the type of data processed will depend on the client. The center will function as a centralized database, tailored to the client's business models such as Meta, for example—managing data storage and retrieval.

Chairman Morley asked about the size of the buildings on the 300-acre site.

Mr. Coleman explained that the specific building size will depend on the client's needs. The project is currently in the zoning approval phase and will be a build-to-suit development.

Commissioner Lewis questioned the uncertainty of the project.

Mr. Coleman responded that while they don't yet have a client, there is a strong demand for data centers, and timing is critical to securing clients before other locations reach capacity.

Ms. Wales added that they anticipate one or more large-scale clients—such as Alphabet or Meta—given the growing demand for AI infrastructure.

Commissioner Lewis asked whether similar data centers exist elsewhere.

Ms. Wales confirmed that many are in development due to the rapid growth of AI, stressing the urgency to begin construction now, though specific timelines are client dependent.

Mr. Jaramillo clarified that the data center's size will ultimately be limited by the available power. Since data centers operate 24/7, sufficient solar and battery storage is critical. He noted that fire suppression will follow strict protocols reviewed by the State Fire Marshal, as water cannot be used on solar panels, data centers, or battery storage—chemical suppression systems are required.

Commissioner West asked if cryptocurrency would be stored at this facility.

Ms. Wales clarified that cryptocurrency data will not be housed at this data center, cryptocurrency operate on blockchain—a separate type of database. She emphasized that the facility will be a traditional data center, not a blockchain database.

Chairman Morley raised concerns about traffic on Pearson Road due to the project.

Mr. Jaramillo explained that construction may involve up to 300 workers, but the completed data center will likely only require 3 to 4 permanent employees. He noted that the facility is designed to be remotely monitored, minimizing on-site staffing. Even the Battery Energy Storage System (BESS) will be accessed only for maintenance.

Ms. Wales added that not all 300 construction workers will be on-site at once: they'll be phased in as the project progresses. She reiterated that while they don't yet know the exact number of permanent jobs, the project will create employment opportunities for the county.

Mr. Coleman highlighted that the county would have ongoing involvement in the project's development. He mentioned possible future collaborations, such as educational facilities, a flight school, and emergency fire dispersal planning with crop dusters—demonstrating the team's intent to work with the community in shaping the project.

Commissioner Lewis asked how funds are generated to pay taxes.

Mr. Coleman explained that the data center clients' lease and purchase of electricity are responsible for paying those costs.

Ms. Wales added that tax credits can be moved globally, and when revenue comes in, any applicable taxes will be paid accordingly.

Chairman Morley asked about the timeline of the project and the County's ongoing role.

Mr. Jaramillo confirmed that Chaves County Planning and Zoning will remain involved throughout, ensuring compliance with all conditions. This includes panel placement outside floodplains and drainage areas, road upgrades to meet County standards, and adherence to noise regulations. A noise study requirement and a two-year restriction on the construction project were included in the conditions of approval. Mr. Jaramillo assured the board that drainage and topographic conditions will be studied further to avoid impacts on the site and nearby areas. He clarified that as part of the project's conditions, the applicant must upgrade and maintain the Natchez Road during and after construction, ensuring it meets the County standards.

Mr. Meniffee, 63 & 67 Natchez Rd., stated he had initially submitted concerns regarding road conditions and flooding. After reviewing updated plans and maps provided by Mr. Berry, he confirmed those issues have been resolved. He expressed support for the project

Mr. Kunkel, representing Mr. Jeffery Conklin adjust landowner, raised concerns about who will benefit from the project, particularly in regard to local power distribution. He questioned what percentage of power would be used locally versus by the data center, expressing doubt about how the project would benefit nearby residents.

Ms. Wales explained that while the primary power consumer will be the data center, there may be a surplus of electricity that could potentially benefit the local community. They emphasized their openness to exploring future partnerships with neighbors and the county as the project develops and more is understood about power capacity and client needs.

Mr. Brownfield, adjust landowner, stated he is not opposed to the project but noted the development could impact on the value or use of his property, as it is for sale. He expressed openness to the possibility of incorporating his land into the project.

Commissioner West made a motion to recommend approval of Case Z2025-4, with the 17 Conditions of Approval, based on Finding of Facts 1-5 stated in Staff's Report. **Commissioner Archuleta** seconded the motion. The motion passed unanimously.

OTHER:

Mr. Jaramillo presented a proposed increase in zoning permit applications, noting the rising costs of processing zoning cases must be addressed and noted that the county should not be responsible for covering the overhead cost acquired by certified mail, legal ads and material costs. Ms. Conde provided a cost breakdown based on a recent case including the recent cost increase for certified mail to \$10.75 per letter.

Discussion ensued concerning costs in relation to project size.

Mr. Jaramillo informed the Commission that the final numbers were not ready, and the matter will be reviewed again next month.

Chairman Morley made a motion to adjourn and Commissioner Archuleta second the motion.

Approved this _____ day of _____, 2025.

Chairman

Attest



ROSWELL- CHAVES COUNTY ETZ/ CHAVES COUNTY ZONING APPLICATION

Case Number: Z 2025-04 Date Received: 6-17-25 Fee: 300⁰⁰

Type of Request: ☐ Zone Change ☒ Special Use ☐ Variance ☐ Change of Use

Owner's Name: Rockin Lazy B LLC, Ricki L Berry, Bare E LLC

Mailing Address: 411 Indianapolis

Lake Arthur, NM 88253

Phone Number: (575) 640-7258

Agent's Name: Wade Berry

Mailing Address: 411 Indianapolis

Lake Arthur, NM 88253

Phone Number (575) 640-7258

☐ Roswell-Chaves County ETZ

☒ Chaves County

Case Address: _____

Legal Description: see Attachment

Parcel Number: See attachment

Present Land Use: Agriculture

Intended Land Use: Solar and Agriculture

Present Zoning: Agriculture

Requested Zoning: Solar and Agriculture

Reason for Requested: (Attach Letter if necessary) To provide Green Energy to the county and state green energy to help meet the deadline on being fully green state.

PLEASE INCLUDE ALL DEVELOPMENT PLANS, SITE PLANS, AND /OR BUSINESS PLANS

I ACKNOWLEDGE THAT I HAVE BEEN INFORMED OF THE DATES, TIMES, AND LOCATIONS OF THE PUBLIC HEARINGS FOR WHICH I OR MY AGENT SHALL ATTEND IN ORDER TO FULFILL THE REQUIREMENTS OF THIS APPLICATION.

Wade Berry
Owner's Signature

05-07-2025
Date

SOLAR PANEL INFORMATION

To produce 1.265 GW (1,265 MW) of energy, it would take approximately 4,200 commercial solar panels covering over 6,000 acres of land. This estimate is based on the average efficiency of solar panels, which typically ranges from 10% to 20% efficiency.

NextEra Energy Solar Facility produces approximately 50 MW. (4%)

DATA CENTER INFORMATION

The daily energy usage of a data center varies significantly depending on its size and function. Here are some key points:

- Small data centers (about 1,000 square feet): These typically consume between 10kW and 50kW.
- Medium-sized data centers (10,000–50,000 square feet): These consume 500kW to 2MW.
- **Large hyperscale data centers** (50,000+ square feet): Power draw can easily reach 10MW or more, some large sites exceed 100MW.
- For context, a large data center's daily usage can rival that of a city district, and much of this energy is split between running servers (about 40% of the total) and necessary cooling systems (nearly as much as the computing equipment itself).

At 1.265 GW (1,265 MW), data centers usage would be about 632 MW during the day time. At 632 MW, this site could contain somewhere between 6 and 60 data centers depending on the size of the facility. These data centers would be spread out over 300 acres.

BESS INFORMATION

An approximate 600 MW BESS facility would cover 250 acres of land, more or less.





Central Valley Electric Cooperative, Inc.

A Touchstone Energy® Cooperative 

PO Box 230 • 1403 N. 13th Street
Artesia, NM 88211
(575) 746-3571 Artesia/Dexter/Roswell
(575) 752-3366 Hagerman
(575) 746-4219 Fax
www.cvecoop.org

Wade Nelson, CEO

August 1, 2025

RE: Zenith Volts Corporation
Special Use Permit Application
Chaves County Planning & Zoning Department

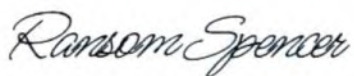
To Whom It May Concern,

This letter is to confirm that the proposed facility is located near Central Valley Electric Cooperative's (CVE) existing facilities. However, CVE currently does not have suitable electric transmission line infrastructure or sufficient power capacity to serve the facility's primary or standby power needs.

At this time, CVE is unable to deliver the required electric load but is open to further discussion assuming additional details regarding future power needs are provided.

Please feel free to contact us with any questions or to discuss future service possibilities.

Thank you,



Ransom Spencer
Manager of Distribution Engineering
(575) 746-3571

Case Z2025-04

From Don Weimer <gbtravel@pacbell.net>

Date Mon 7/28/2025 5:44 PM

To Adina Conde <adina.conde@chavescounty.gov>

You don't often get email from gbtravel@pacbell.net. [Learn why this is important](#)

From Carole and Don Weimer (gbtravel@pacbell.net)

To Chaves County Planning and Zoning

Adina Conde
Administrative Assistant

Dear Ms. Conde:

We are owners of Section 3 of T.15S R24E property in Chaves County. We are aware of Case Z2025-04, which is up for review at your planning and zoning meeting on August 5, 2025.

We want to be on record as being in favor of the proposal to zone the area suitable for installing a utility-scale solar facility in the Zone A Agricultural District. Such a complex would bring energy, jobs, revenue, and growth to the county, and we give our full support to the realization of this project.

Carole's father, Elmer J. Williams, homesteaded our land in 1929, and we have helped watch after it since 1955, as a married couple. We know that Elmer would be proud to see the use of our land in this way. This use of the land would be a boon to Chaves County and to our nation.

Thank you for your consideration,

Carole and Don Weimer

Withdrawn @ the PeZ Commission

Comments on Case Z2025-04

From Joy H <joy.t.hendrix@gmail.com>

Date Tue 7/29/2025 4:59 PM

To Adina Conde <adina.conde@chavescounty.gov>

You don't often get email from joy.t.hendrix@gmail.com. [Learn why this is important](#)

Cody and Joy Hendrix

65 Natchez Rd.

Lake Arthur, NM 88253

joy.t.hendrix@gmail.com

575-997-8340

July 29, 2025

Chaves County Planning and Zoning Committee

RE: Questions regarding rezoning from Agricultural to Commercial – Case Z2025-04

Members of the Planning and Zoning Committee,

I am writing to express my hesitation to the proposed rezoning of the property proposed in Case Z2025-04 from agricultural to commercial use.

My concerns are based on two critical issues:

1. Flood Risk

The area in question is prone to flooding. Any commercial development and removal of mesquite or equivalent brush would likely worsen drainage issues for surrounding properties and increase the risk of runoff impacting nearby landowners and the home in which we built in 2021. Changing this zoning could create long-term environmental issues that greatly impact my family's home.

2. Inadequate Road Infrastructure

The county road servicing this area (Natchez road) is narrow and not designed for increased traffic. In many places, it is not wide enough to safely accommodate two vehicles passing each other. One car must pull over into the very steep bar ditch to allow the other to pass, and the incline on the bar ditch is incredibly difficult to navigate in smaller cars. Increased commercial traffic, including delivery trucks and customer vehicles, would present a significant hazard to local residents, pedestrians, and emergency responders.

Withdrawn @ the P&Z Commission

July 28, 2025

Menefee Farms, LLC

446 W. Pearson Rd.

Lake Arthur, NM 88253

Chaves County Planning & Zoning

Mr. Louis Jaramillo, Director

Re: Case Z2025-04

Mr. Jaramillo and Planning and Zoning Committee,

We are commenting on this proposed Special Use Permit due to areas of the site being subject to flooding.

Included are 2 maps (the original mailed to me and an expanded Topo Map) that show the subject areas. We do not believe this area should be disturbed and be maintained as natural grass cover. If a satisfactory engineering design can be submitted that would mitigate the flooding concerns there may be other options.

Generally, we are in support of the Permit approval if the stated issues can be resolved.

Thank you,

A handwritten signature in blue ink, appearing to read "Dwight Menefee".

Menefee Farms, LLC

Dwight Menefee

Terri Menefee

Seth Menefee

Special Use Permit Application Chaves County Planning & Zoning Department 1 St. Mary's Place, Suite #170 Roswell, NM 88203

Date: May 19, 2025

**Applicant Information: Name: Zenith Volts Corporation, 1621 CENTRAL AVE
CHEYENNE WY 82001**

Contact: Nick Coleman NC@equitasglobal.com (808) 294-4037 P.O. Box 266 Kahuku HI 96731

**Property Owners Information: Name: Ricki L Berry, Bare E LLC, Rockin Lazy B LLC 411 Indianapolis Lake Arthur, NM 88253
Contact: Wade Berry 411 Indianapolis Lake Arthur NM 88253, wadeberry11@gmail.com
(575) 640-7258**

Property Information: See Attached

Project Description: The applicant, Zenith Volts Corp, in collaboration with landowners Ricki L Berry, Bare B LLC and Rockin Lazy B LLC, seeks a Special Use Permit to develop 1.265 GW community SOLAR FARM and Data Center on approximately 5000, acres of a 8600-acre parcel zoned Agricultural. The project aligns with New Mexico's Community Solar Act (2021) and aims to provide renewable energy to local subscribers, with an estimated 10% savings on electric bills for participants. The solar farm and data center will consist of ground-mounted solar panels, inverters, and associated infrastructure, with a proposed lease term of 5 years and an option purchase the land at the start of year 6. The project includes a decommissioning plan to restore the land to its original agricultural use at the end of the lease, unless extended.

Compliance with Zoning Regulations:

- The property is zoned Agricultural (A), and the proposed solar farm requires a Special Use Permit per Chaves County Zoning Ordinance.
- The project meets setback requirements: 600 feet from property lines and 1200 feet from adjacent residential structures.
- Panels will be installed
- Fencing will be installed to secure the site, with native vegetation to minimize visual impact.
- No significant adverse effects on surrounding agricultural uses are anticipated, as the project occupies ranch land and no farmland.
- Floodplain Clarification: A portion of the project lies within a designated floodplain, as identified by the Chaves County Floodplain Determination Checklist. However, the proposed solar farm infrastructure, including all solar panels, inverters, and related equipment, will be located exclusively outside of the floodplain areas. The site plan has been designed to ensure that all development occurs on elevated, non-flood-prone sections of the parcel, in compliance with Chaves County floodplain regulations.

Environmental and Community Considerations:

- A soil erosion control plan will be implemented to prevent runoff into nearby waterways.
- Wildlife studies will be conducted to ensure minimal disruption to local species and migration paths.
- The project includes a commitment to meet with nearby residents to address concerns and provide project updates.
- No written or verbal objections were received during the pre-application phase, and the project aligns with staff recommendations from the Chaves County Planning & Zoning Department.

Supporting Documents (Attached):

1. Site Plan: Detailed layout of solar panels, inverters, fencing, and access roads.
2. Decommissioning Plan: Outline of land restoration process post-lease.
3. Utility Interconnection Application: Submission to CVE for grid integration.
4. Environmental Assessment: Preliminary wildlife and soil studies.
5. Legal Description: Parcel details and ownership verification.
6. Zoning Compliance Checklist: Confirmation of adherence to county regulations.

Public Hearing Request: The applicant requests a public hearing before the Roswell-Chaves County Extraterritorial Zoning Commission to review this Special Use Permit application. The project has been discussed with Planning & Zoning staff, and no significant opposition has been noted. The applicant is prepared to address any conditions set by the Commission, including additional landscaping or fencing adjustments.

Certification: I certify that the information provided in this application is true and accurate to the best of my knowledge. I understand that approval of this Special Use Permit is subject to compliance with all applicable Chaves County ordinances and conditions.

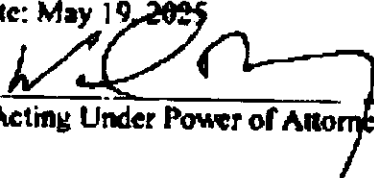
Applicant Signature:



Nick Coleman
Project Manager,

Zenith Volts Corporation Date: May 19, 2025

Property Owner Signature:



Wade Berry Member, [Rockin Lazy B LLC, Bare E LLC], Acting Under Power of Attorney for [Ricki L. Berry], Landowner
Date: May 19, 2025

Chaves County Planning & Zoning Department

June 5th, 2025

Subject: Justification for Data Center Special Use Permit and Employment Projections

Dear Louis Jaramillo,

This letter and report are submitted in support of our Special Use Permit (SUP) application for the development of a 300-acre Data Center and 250-acre Battery Energy Storage System (BESS), integrated with a 6,000-acre solar farm project within Chaves County. We respectfully request the County's consideration to approve the SUP with a 12-month conditional window to allow us to finalize a contract with a data center tenant and complete necessary site-specific engineering.

I. Importance of the Data Center Project

The proposed data center is a cornerstone component of the Zenith Volts renewable energy and technology campus. As global demand for AI processing, cloud computing, and secure data storage continues to grow, New Mexico is ideally positioned to capture part of this market due to its:

- land availability
- Access to renewable energy (especially solar)
- Favorable climate for passive cooling
- Proximity to major fiber and logistics routes

By collocating the data center directly adjacent to a solar farm, we achieve a high-efficiency, carbon-neutral infrastructure footprint that meets the sustainability requirements of Fortune 500 and government clients.

II. Employment and Economic Impact

The total long-term employment generated by this development is projected to be approximately **138 full-time jobs**, with the high end being most likely due to the scale of operations and phased buildout. These roles are distributed as follows:

Data Center + BESS Operations (55–90 FTEs):

- Facility technicians, mechanical and electrical engineers
- IT support and security personnel (24/7 operations)
- Battery technicians and safety officers
- Admin, compliance, HR, and logistics staff

Solar Farm O&M (34–48 FTEs):

- Site managers, solar technicians, SCADA operators

Zenith Volts Corporation
1621 Central Avenue Cheyenne, WY 82001

- Grounds and panel cleaning crews
- Security personnel and environmental compliance

These jobs represent high-skill, well-paying positions that can become permanent career paths for local residents. In addition, we will establish partnerships with local community colleges and workforce development programs to train and onboard Chaves County residents.

III. Why Approval Must Precede Contracting

The permitting process is foundational to attracting a data center tenant. No serious global or domestic data center operator will enter into contractual commitments without:

- Land use certainty through a valid SUP
- Preliminary zoning and construction clearance
- Timeline for permitting and operational planning

It is important to note that while utility interconnection may take time due to the remote location of the site (approximately 20 miles south of Roswell), it is not required for the data center to function in its initial phase. The facility will be designed to operate off-grid using the solar farm, battery storage, and backup generators. This approach allows us to move forward with development and user commitments without dependence on gigawatt-scale utility connections that are not yet in place.

Approval of this permit with a **12-month conditional window** gives Zenith Volts the opportunity to:

1. Market the site to national and international tenants.
2. Finalize architectural and engineering plans based on tenant requirements.
3. Submit final construction documents and building permit applications to Chaves County.

IV. Compliance and Oversight

Once a user is signed and detailed plans are complete, we will:

- Submit a final development plan for the data center and BESS.
- Comply with all building codes, drainage, floodplain, and environmental standards.
- Implement emergency response, FAA glare studies, and Night Sky Act compliance.
- Provide construction and operational phase schedules and bonding.

V. Major Companies with Allocated Budgets for Data Center Investments in 2025

The following companies have announced substantial investments in data center infrastructure for 2025:

1. **Amazon Web Services (AWS):** \$100 billion in 2025, including a \$10 billion AI infrastructure hub in North Carolina.

2. **Microsoft:** \$80 billion in 2025, including \$3.3 billion for an AI data center hub in Wisconsin.
3. **Alphabet (Google):** \$75 billion in 2025 for cloud and AI infrastructure.
4. **Meta Platforms:** \$65 billion in 2025, with a \$10 billion AI data center planned for Louisiana.
5. **Oracle / OpenAI / SoftBank (Stargate Project):** \$500 billion over 4 years, \$100 billion in 2025 for U.S.-based AI infrastructure.
6. **Brookfield Asset Management:** \$10 billion planned for a Sweden-based AI data center, seeking global opportunities.
7. **CoreWeave:** \$21.5 billion in capital expenditures, including \$12 billion in contracts from OpenAI.
8. **Digital Realty:** Multi-billion-dollar investments in sustainable, AI-ready data centers across the U.S.

These global companies represent viable candidates for our tenant outreach once the SUP is secured. Many are actively seeking renewable-powered sites to meet ESG mandates.

VI. Long-Term Strategic Value to Chaves County

Approving the SUP positions Chaves County as:

- A renewable energy technology hub in the southwest
- A beneficiary of long-term, stable, and diversified employment
- A destination for major infrastructure and energy-sector investment
- A participant in national efforts toward grid decentralization and carbon-neutral data infrastructure

We respectfully request the Planning and Zoning Commission to approve the Special Use Permit with:

- A 12-month condition to secure a signed user agreement
- Continued compliance reporting and updates during preconstruction
- Phased development approval to ensure accountability

Thank you for your time, vision, and partnership as we work to bring world-class energy and digital infrastructure to Chaves County.

Sincerely,



Nick Coleman and our entire team
Zenith Volts Corporation
(808) 294-4037
NC@equitasglobal.com

Zenith Volts Corporation

1621 Central Avenue
Cheyenne, WY 82001

June 3rd, 2025

Planning and Zoning Director
Chaves County, NM
#1 St. Mary's Place
575 624 -6562

Re: Special Use Permit Application – Zenith Volts Solar Farm & Data Center Project

Dear Louis Jaramillo, CZO, CFM

Thank you for your speedy detailed review of our Special Use Permit (SUP) application for the proposed Zenith Volts Solar Farm and Data Center project! We appreciate the opportunity to address the questions and concerns outlined in your reply (including conditions a–p) and provide the clarifications requested. We want to reaffirm that while we fully intend to meet all requirements, the implementation of these commitments is contingent upon SUP approval – as substantial project expenditures and actions can only proceed once the permit is granted. We trust this approach aligns with standard county procedure and ensures that no premature development occurs prior to official authorization.

1. Acceptance of Conditions (a–p) & Pre-Construction Commitments:

Zenith Volts Corporation hereby agrees to all conditions (a through p) outlined in the County's letter, contingent upon issuance of the SUP. We understand these conditions encompass various planning, environmental, infrastructure, bonding, and regulatory requirements, and we are prepared to fulfill each one prior to commencing construction on any phase of the project. Specifically:

- a. Minimum project area shall be ten (10) acres.
- b. Maximum project area per phase shall not exceed seven hundred-fifty (750) acres.

- c. Solar photovoltaic panel coverage shall not exceed seventy (70%) percent of the project area.
- d. Minimum setback requirement for photovoltaic panels or structures shall be one hundred (100) feet from all property lines.
- e. Service roads shall be a minimum of twenty-six (26) feet wide, constructed as a hard-pack, weatherproof surface within the fenced perimeter.
- f. A minimum security fence of six (6) feet in height shall be installed around the perimeter of the project area.
- g. The highest edge of photovoltaic panels shall not exceed fifteen (15) feet in height as measured from the natural ground.
- h. We will provide an emergency response plan and conduct training for local emergency responders in collaboration with County officials.
- i. All outdoor lighting will comply with the Night Sky Act, be directed downward, and avoid glare or light spill onto adjacent properties or roads.
- j. Structures will be arranged to avoid reflected sunlight interference with neighboring properties or traffic. FAA studies will be conducted if required.
- k. Maximum noise level from the project area will not exceed sixty (60) dBA.
- l. Signage will follow ANSI Z535 guidelines and include information on technology type, hazards, suppression systems, and 24-hour contact info.
- m. Construction and maintenance will comply with all County, State, and Federal laws, regulations, and codes.
- n. A full development plan will be submitted for any Battery Energy Storage System (BESS) facility.
- o. All lighting used on-site shall be shielded from traffic, surrounding properties and shall comply with the NM Night Sky Act.
- p. Comprehensive closure, decommissioning, and reclamation plan will include:
 1. Expected lifespan of the project;
 2. Implementation procedures for site reclamation and restoration;
 3. Estimated decommissioning and reclamation costs;
 4. An Environmental Impact Assessment;
 5. Financial bonding made payable to Chaves County.

2. Project Phasing & Timeline:

The project will be developed in approximately eight (8) phases of 750 acres each. This phased approach allows the County to review and approve development in manageable increments and gives investors the confidence to commit capital. Phase 1 will begin after SUP approval and satisfaction of all pre-construction conditions. Subsequent phases will be initiated as the data center's power demand increases. We anticipate full build-out will occur over approximately 5–8 years.

- a. Failure to complete the construction of the community solar facility within ten years shall result in the Special Use Permit being terminated.
- b. Zenith Volts company shall apply for any necessary building and electrical permits for construction of the community solar facility within 1 year of being awarded the project.
- c.

3. Floodplain Development:

We acknowledge the County's concern regarding floodplain impacts. No development will occur in designated floodways or restricted floodplain areas. Our site plan avoids FEMA-designated flood zones and includes appropriate elevation or relocation of infrastructure. We will also develop a stormwater management plan for each phase and submit it for County approval.

4. Power Usage Clarification:

The electricity generated by the solar farm will be used primarily on-site to power our planned data center. The project is not intended to distribute electricity to outside customers. Grid interconnection will be used only for balancing or backup power.

5. Conditional Commitment Prior to Construction:

Zenith Volts Corporation commits to satisfying all planning, environmental, infrastructure, bonding, and regulatory requirements before commencing construction of any project phase, contingent upon approval of the SUP. We respectfully request the SUP be issued with these conditions included, allowing us to proceed with financial and technical planning.

We thank you again for your collaboration and guidance. We are committed to building a responsible and beneficial project for Chaves County and respectfully request approval of the Special Use Permit under the terms outlined above.

Sincerely,



Nick Coleman
Project Manager
Zenith Volts Corporation
(808) 294-4037
NC@equitasglobal.com



Emergency Response Plan Battery Energy Storage System (BESS) Zenith Volts Company – Roswell Energy & Data Infrastructure Initiative Chaves County, NM

Prepared for submission to:

- New Mexico State Fire Marshal
- Chaves County Fire Department

Prepared by:

Zenith Volts Company

Nick Coleman, Founder & Director

nc@zenithvolts.com | (808) 294-4037

1. Site Overview

The Battery Energy Storage System (BESS) will be constructed on a 250-acre site as part of the Roswell Energy & Data Infrastructure Initiative located 20 miles east of Roswell, NM. The BESS will use lithium iron phosphate (LiFePO₄) battery technology due to its superior thermal stability and fire safety profile.

- **BESS Capacity:** ~2 GWh
- **Chemistry:** Lithium Iron Phosphate (LiFePO₄)
- **Cooling System:** Passive and active ventilation
- **Location:** Zoned industrial, remote site with controlled access

2. Purpose of This Plan

This Emergency Response Plan (ERP) is designed to:

- Ensure the safety of first responders, personnel, and the community
- Provide a rapid, coordinated response to potential fire or thermal events
- Outline site-specific procedures and contacts
- Comply with local, state, and national fire safety standards

3. Emergency Contact Information

Role	Name	Phone	Email
Site Manager	TBD	TBD	TBD

Zenith Volts Company, 1621 Central Ave Cheyenne WY 82001,
www.ZenithVolts.com , NC@ZenithVolts.com , Office: +1(307) 335-3920



Role	Name	Phone	Email
Fire Coordinator	TBD	TBD	TBD
Zenith Volts HQ	Nick Coleman	(808) 294-4037	nicklg@me.com
Local Fire Dept (Chaves County FD)	Chief Contact	575-624-6562	TBA

4. Site Layout & Access

- **Ingress/Egress Points:** Two emergency vehicle gates with lockboxes (Knox compliant)
- **Fire Lane Widths:** Min 20 feet with all-weather surface
- **Signage:** NFPA 704 placards on all battery enclosures
- **Fire Suppression:** Embedded gas suppression system within containers
- **Surveillance:** 24/7 monitored camera and motion detection

5. Hazard Identification

- **Thermal Runaway:** Risk mitigated via cell-level BMS monitoring
- **Toxic Gases:** Battery fires may release hydrogen, CO, and HF. System is equipped with ventilation alarms and automatic shutoff protocols.
- **Arc Flash:** Training and labeling compliant with NFPA 70E

6. Fire Suppression Systems

- **On-site Fire Response Assets:** To further enhance safety and demonstrate proactive readiness, Zenith Volts Company will implement the following supplemental response measures:
 - **Volunteer Response Team:** Select staff operating the data center and solar facilities will be trained as volunteer emergency responders, certified in BESS fire protocols and basic firefighting procedures.
 - **Rapid Response Truck (On-site):** A dedicated fire response truck equipped with FireIce®, F-500, ABC extinguishers, thermal cameras, and first-aid kits will be stationed on site at all times.
 - **Fire Cart Deployment:** Portable electric fire carts with suppressant canisters and foam units will be staged in high-risk zones.
 - **Water Tanker (Standby):** A mobile water tanker will be located at the site's southern staging area for cooling of adjacent areas and firebreak deployment, *not direct application to energized systems.*

Zenith Volts Company, 1621 Central Ave Cheyenne WY 82001,
www.ZenithVolts.com , NC@ZenithVolts.com , Office: +1(307) 335-3920



- **Dedicated Safety Officer:** A certified fire safety officer will be on shift during all active work hours to coordinate drills, emergency communications, and field assessments.
- **Aerial Suppression (On-site Airport Coordination):** Given that the airport is located directly on-site, aerial suppression options have been evaluated in coordination with aviation and fire safety experts. In case of a large-scale battery fire, aerial dispersant deployment may be approved through Incident Command, airport safety management, and FAA oversight. Approved agents include:
 - **FireIce® Lithium Battery Agent** – gel-based suppressant effective on lithium iron phosphate fires; can be applied via aircraft with appropriate dilution.
 - **F-500 Encapsulator Agent** – surfactant-based agent that cools and suppresses vapors; aerial sprayable.
 - These agents are selected for compatibility with lithium iron phosphate chemistry and are effective in reducing thermal propagation.
- **Fire Detection:** Smoke, heat, and gas sensors within each container
- **Suppression Method:** Clean agent suppression (FM-200 or Novec 1230)
- **Manual Options:** Emergency stop switches and portable ABC fire extinguishers
- **Coordination:** Integrates with Chaves County 911 dispatch and remote monitoring

7. First Responder Guidance

- Access via Knox box and security keypad
- Immediate notification protocol to Chaves County FD
- Reference to SDS (Safety Data Sheets) in entry kiosk
- Use SCBA gear when responding to suspected battery fire or vent event
- Avoid water application directly on energized systems
- De-energization procedure available on entry placard

8. Training & Drills

- Annual coordination drills with Chaves County Fire Department
- Virtual training module available to all responders
- Quarterly safety review with site maintenance and operations crew



9. Documentation

- Full Safety Data Sheets (SDS) for battery cells and suppression agents
- Site map and equipment layout submitted digitally and in hard copy to Fire Marshal
- Emergency procedures binder at site entrance and main control building

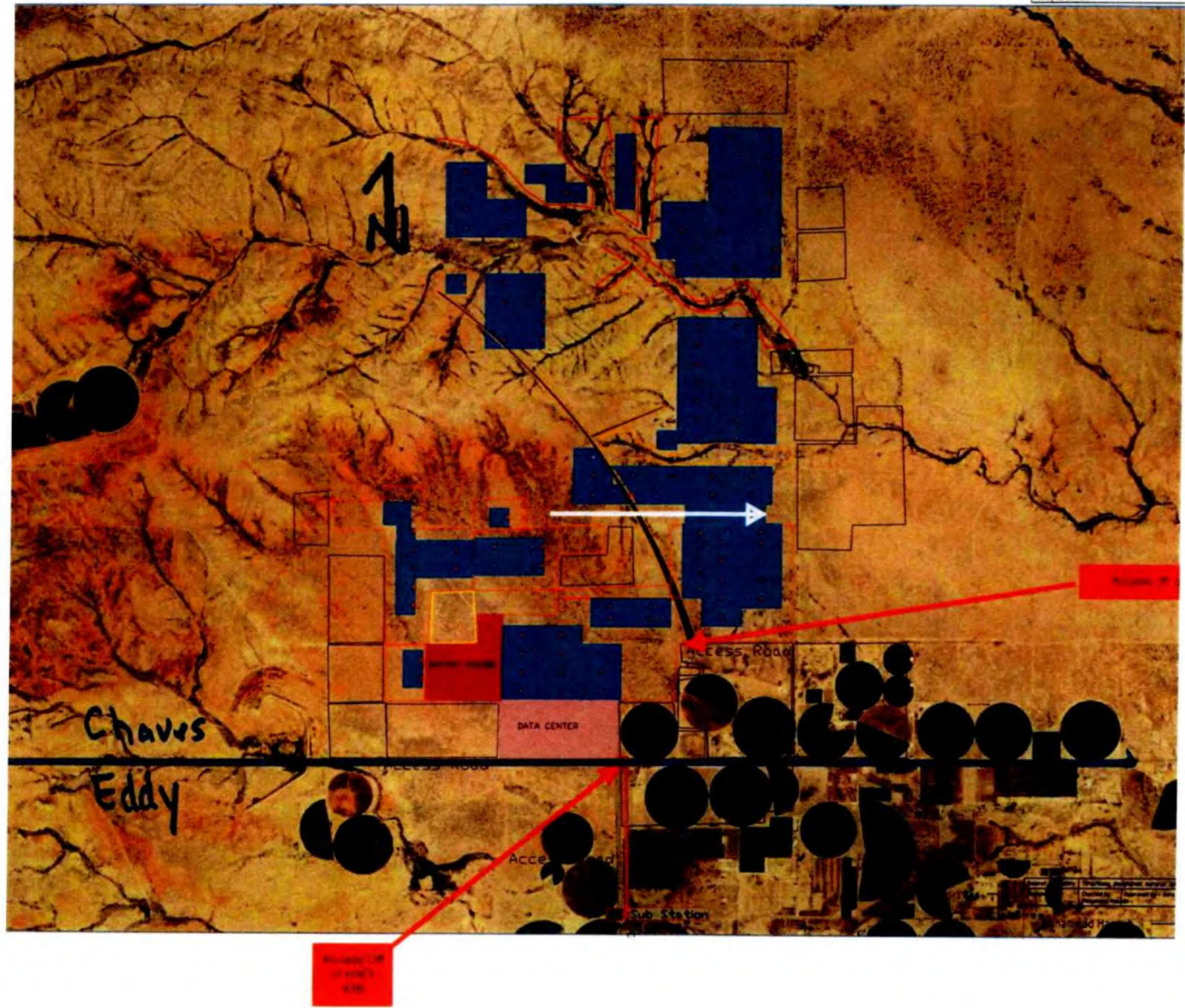
10. Plan Maintenance

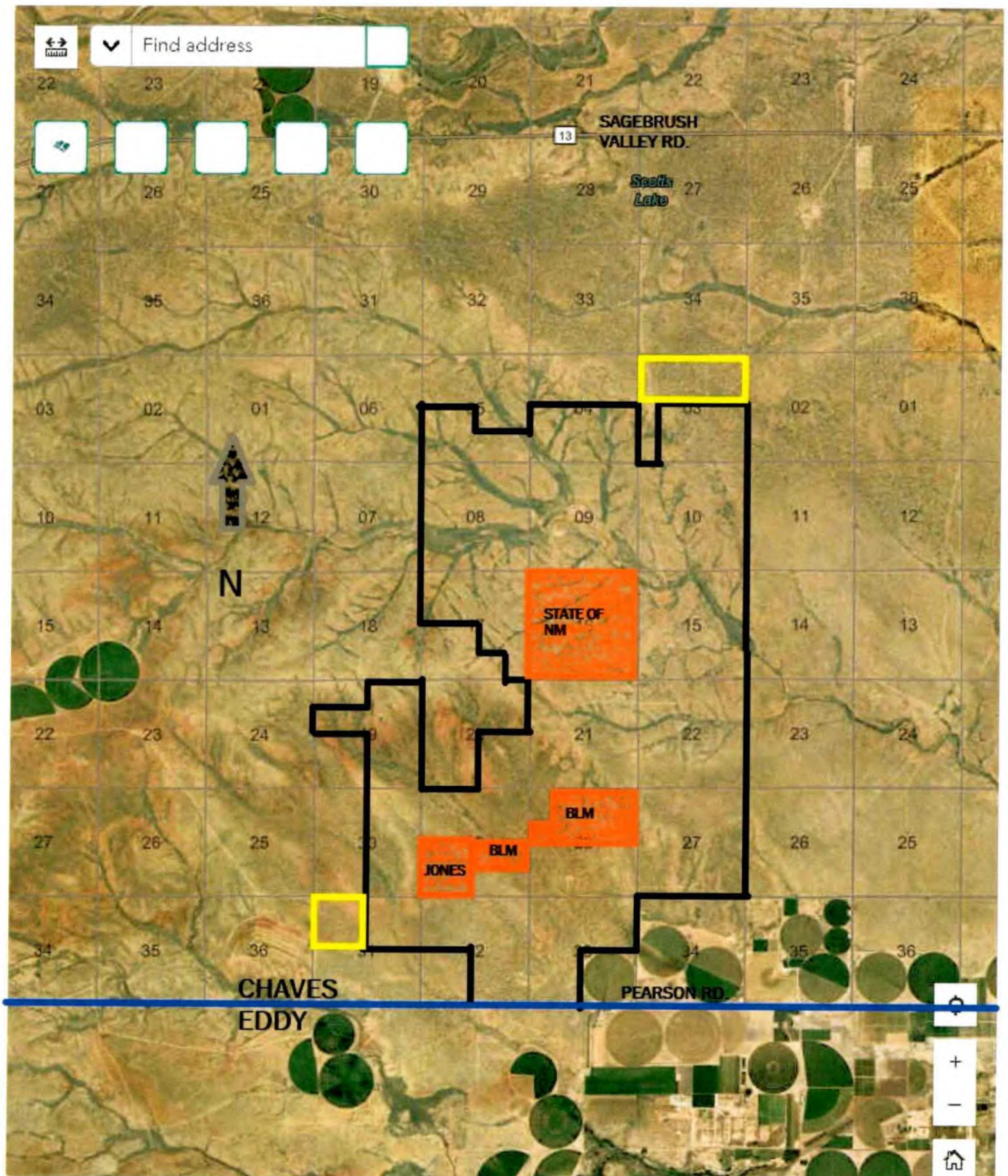
- Reviewed and updated annually or after any incident
- Changes submitted to State Fire Marshal and Chaves County FD within 30 days

Submitted By:

Nick Coleman

Zenith Volts Company
1621 CENTRAL AVE
CHEYENNE WY 82001
www.zenithvolts.com
nc@zenithvolts.com
(808)294-4037 Cell
(307) 212-6860 Office





 PROSPECTIVE OWNERS
 BERRY SOLAR PROJECT

 EXCLUDE AREAS

AGENDA ITEM: 2

Request to approve change order #1 to agreement A-25-001 to RM-MCI, LLC in the amount of \$18,109.37 for the GBOM: Cultural Plaza Project.

MEETING DATE: August 21, 2025

STAFF SUMMARY REPORT

ACTION REQUESTED BY: **Analicia Nieto, CPO**

ACTION REQUESTED: **Approve change order #1 to A-25-001**

SUMMARY: Original contract sum including GRT was \$2,400,692.34. This included the approval of alternate #5 for a 30'x70' gable structure. Change order #1, in the amount of \$18,109.37 is for the large footings that are required for the gable structure.

The \$18,109.37 will be funded by an incoming state appropriation grant that has been awarded for FY26. The grant agreement is currently being executed.

Staff Recommends/Requests: Approval

SUPPORT DOCUMENTS: RM-MCI, LLC – Change Order Request and Info

SUMMARY BY: **Analicia Nieto, CPO**



Office: 505-256-1575
Website: <https://rm-mci.com/>

8905 Washington ST. NE
Albuquerque, NM 87113

Date: 7/16/2025

Mr. Alex Palomino
Chaves County
Roswell, NM

RE: 25005 Roswell Cultural Plaza Gable & Cantilever Engineering PCO#2

RM-MCI would like to offer the following proposal regarding the scopes added per the gable engineering updates.

The proposal is based upon the:

- **25005.31 Cantilever & Gable Engineering & Calculations Sealed Drawings (Approved as Noted 6-18-25)**
- **25005.32 Gable Engineering & Calculations Sealed Drawings (Approved as Noted 7-2-25)**
- **ITB-25-02 (Rebid) Cultural Plaza - Plans 5 Revised Added Addendums**

The following proposal includes construction activities relating to signage concrete foundations. The following proposal includes all labor, material, and contractors to complete. The anticipated duration of the additional scope is (5) days. **NMGRT (8.2708%) is included. A brief cost breakdown is below:**

Submittal Engineering Adjustments:	<u>\$22,600.00</u>
ROW allowance deduction:	<u>-\$5,874.00</u>
Sub Total:	<u>\$16,726.00</u>
NMGRT:	\$1,383.37
Total:	<u>\$18,109.37</u>

Exclusions

1. **Design**
2. **Any environmental**
3. **Permitting**
4. **Weather delays**
5. **All items not specifically mentioned in the below proposal**
6. **Wage rate/scale**
7. **Builders risk**
8. **Nighttime or weekend work**
9. **Any hazardous materials removal.**
10. **Rock removal.**

We thank you for this opportunity, should you have any questions, please contact me at your earliest convenience.

Respectfully Submitted,
Derrick Lind
Derrick Lind
Operations Manager
RM-MCI LLC



Office: 505-256-1575
Website: <https://rm-mci.com/>

8905 Washington ST. NE
Albuquerque, NM 87113

O: (505) 256-1575
M: (719) 432-5064
Derrick@Rm-mci.com

DIVISION 03 CONCRETE

- Excavation cut and backfill compacted return.
- Survey layout and excavation to 2' below finished grade.
- Form, pour vibrate, screed and broom finish 3,000psi concrete (5" slump).
- Double-mat #6 rebar @ 6" o/c each way; 3" bottom & top cover.
- Approximately 27 cubic yards of concrete.
- (8)' 7'9" x 7'9" x 1'6" Footings required.
- Backfill with native material compacted to 95% standard proctor.
- Includes all labor, material and equipment to complete.
- Testing and special inspections.

Reason for Change

- Changes from approved plans to gable structure engineering submittal.
- Bid form stated footings for stage but not for gable structure Bid items 31 through 33.
- LS101 Plans showed a slab which was included in pricing but no footings.
- LS510 on plans which shows gable structure states concrete work of any kind not included.
- No footing details were provided on plans for gable, or monoslope structures only the stage structure.
- After submittals were provided and reviewed is when footing designs were confirmed and provided.
- Large footings are required for this structure 7' 9" x 7' 9".
- I wanted to provide additional pricing sooner, but engineering of shade structures wouldn't provide prior to being under contract and completing submittals.
- Cantilever footing was a 3000PSI mix in our proposal, however the submittal modified the PSI to a 4500 mix.
- I have included a deduction for using the remaining ROW allowance if requested. We can also save the remaining allowance if preferred.

Cost Breakout:

Price per Column pad (8) Gable:

- Labor – \$4,230.00
- Concrete – \$4,640.00
- Equipment – \$1,400.00
- Rebar – \$1,800.00
- Layout and form work – \$3250.00
- Excavation – \$3,400.00
- Recompect ion Labor - \$2,800.00

Price for 4500 PSI Cantilever:

- Additional cost from 3000 PSI mix to 4500 PSI mix - \$1,080.00

Total:

- \$22,600.00

AGENDA ITEM: 3

Request to approve change order #3
to agreement A-24-028 for
construction services of the Pecos
Valley Regional Communications
Center Renovation.

MEETING DATE: August 21, 2025

STAFF SUMMARY REPORT

ACTION REQUESTED BY: **Analicia Nieto, CPO**

ACTION REQUESTED: **Approve Change Order #3 to A-24-028**

SUMMARY: Total contract sum to date, including approved change orders is \$2,866,190.71. There has been a total of 6 MCR's (modification change requests). At this time, Staff is asking for approval for MCR #2 as outlined below, which is inclusive of GRT.

MCR #2 – UPS	\$33,151.33

\$28,597.77 of the requested change order will be funded by NM State Appropriation # 16-Z19D154, applicable to MCR#2. Remaining \$4,553.56 will be County funded.

Staff Recommends/Requests: Approval

SUPPORT DOCUMENTS: AIA Change Order #3
 MCR Memo

SUMMARY BY: **Analicia Nieto, CPO**

MODIFICATION / CHANGE REQUEST NO. Post Addendum 1R1DATE: 7/1/25PROJECT NAME
PROJECT NUMBER**Pecos Valley Communications Center**
550-01

DESCRIPTION OF PROPOSED WORK:

Work From Post Addendum1.

Please Note - This Includes the cost of the CPU and Relects WCC paying \$12,984.95, APIC Paying \$12,984.95, and Chaves County Paying \$12,631.10. See Attached Documents

NOTE: Fill out a separate worksheet for each subcontractor on this MCR. The GC shall use this same form to summarize the total of all subcontractor proposals while adding GC costs. Attach all worksheets and breakdowns to summary sheet for each MCR.

SUBCONTRACTOR'S COSTS (ATTACH SUBCONTRACTOR'S SHEET AND COST BREAKDOWNS):*			
1	Total of subcontractor's material (attach itemized breakdown):	\$ -	<—
2	Total of subcontractor's labor cost including fringe benefits and labor burden (attach itemized breakdown):	\$ 28,829.76	<—
3	Other directly attributable costs allowed (attach itemized breakdown):	\$ -	<—
4	Subtotal:	\$ 28,829.76	
5	Subcontractor's O&P: (0 %)	\$ -	<—
6	Subcontractor's Bond:		<—
7	Permits paid by subcontractor	\$ -	<—
8	Subcontractor's Total Costs:	\$ 28,829.76	

GENERAL CONTRACTOR'S COSTS (ATTACH WORKSHEETS)*			
9	GC's material (attach itemized breakdown):	\$ -	<—
10	General Contractor's labor cost including fringe benefits and labor burden @ % (attach itemized breakdown):	\$ -	<—
11	Construction equipment (rental):	\$ -	<—
12	Directly attributable field supervision, insurance, etc. (attach itemized breakdown):	\$ -	<—
13	Subtotal:	\$ -	
14	General Contractor's Overhead and Profit on subcontractor (5 % of Item 8)	\$ 1,441.49	<—
15	General Contractor's Overhead and Profit on work by General Contractor's own forces (5 % of line 13):	\$ -	<—
16	Subtotal (sum of Items 13, 14, and 15):	\$ 1,441.49	
17	Permits paid by General Contractor:	\$ -	<—
18	Subtotal (sum of Items 8, 16, and 17):	\$ 30,271.25	
19	Insurance (0 % of Item 18):	\$ -	<—
20	Subtotal (sum of Items 18 and 19):	\$ 30,271.25	
21	Bond (1.5 % of Item 20):	\$ 454.07	<—
22	Subtotal	\$ 30,725.32	
23	Gross Receipts Tax (7.8958 % of Items 20 and 21):	\$ 2,426.01	
24	General Contractor's total cost (sum Items 20, 21, and 22):	\$ 33,151.33	

* Allowable costs and percentages shall not exceed those indicated in Article 7.2.5.

MODIFICATION / CHANGE REQUEST (MCR) WORKSHEET

012010 - 1

J & G Electric Co. Inc
Pecos Valley Reg Adden 1 Post Bid
Job Number: 4663
Bid Summary: Default
Extension By Phase

Item #	Description	Quantity	Price U	Ext Price	Labor Hr U	Ext Lab Hr
--- 05 Wiring Device & Covers Total ---				35.20		1.76
--- 07 Misc ---						
3107	1/8" Poly Pull Line	185	5.80 M	1.07	2.00 M	0.37
--- 07 Misc Total ---				1.07		0.37
--- 18 Phase #18 ---						
T0001	Power Poles	-11	200.00 E	-2,200.00	1.00 E	-11.00
T0002	Ground UPS	1	35.00 E	35.00	1.50 E	1.50
T0003	UPS	1	38,566.00 E	38,566.00	60.00 E	60.00
T0004	Gear Quote Reduction	1	-403.22 E	-403.22	-2.00 E	-2.00
--- 18 Phase #18 Total ---				35,997.78		48.50
Job Total				38,983.93		125.69

Material \$ 38,983.93
Labor \$ 8,998.15 125.69 hrs. @ \$ 71.59 (\$ 51.50 + \$ 20.09 Labor Burden)

\$ 47,982.08
12% P/OH \$ 5,757.85

\$ 53,739.93
Bond 752.38

\$ 54,492.31 (No tax)

WCC 12,984.95
APIC 12,984.95
CC 12,631.10

Total 38,601.00

Excludes: drilling holes in cabinets, any work in existing corridors

* Quels: items introduced via post bid Adden. 1 *



QUOTATION

Company Address 4241 12th Avenue East
Suite 400
Shakopee, MN 55379

Quote Number QUO-23934-H1T0J5
Created Date 9/30/2024 5:21 PM
Expiration Date 11/29/2024

Reseller Name CONSOLIDATED
ELECTRICAL
DISTRIBUTORS INC

Reseller Contact
Phone Number
Email

Account Number C100018

Reseller Address 1033 MEISTER LN
PFLUGERVILLE, TX 78660
US

End User Account Pecos Valley
Address

Product	Product Description	Qty	Discounted Price	Total Price
SM020KAMFA	CyberPower 3-Phase Smart App Online Scalable UPS 10-20KVA Modular N+1 208/120V 3 Phase RMCARD205	1		
BM120V30ATY	CyberPower Battery Module 120VDC for 3-Phase UPS	20		
SM10KAPMA	CyberPower Power Module 10KVA/10KW Double Conversion Online High Density 2U PF=1 for 3-Phase UPS	2		
BCT6L9N225	CyberPower Battery Cabinet Modular 6 Layer for 10- 40KVA UPS 3-Phase	2		

FOB Minneapolis, MN
Freight Terms

Special
Instructions

*Quote number must be noted on the PO for discounted pricing to be accepted. All prices are in US Dollars.
Pricing is valid for purchase orders shipped to one location in the contiguous United States or Canada for the full quantity quoted.
Free freight for purchases over \$10,000 shipped to one location in the contiguous United States or Canada. 10% freight charge on
purchases under \$10,000. Additional charges apply for lift gate, expedited delivery and special instructions.*

Cyber Power Systems (USA), Inc. Confidential.

Pecos Valley Regional Communications Center
1 St Mary's PL
Roswell NM, 88203

June 30, 2025

Attn: Craig Waide
RE: PVRCC - Roswell - Multi System - CO5 UPS
Lead # 501974

APIC Solutions will complete the following work:

This Change Order represents a credit in the amount of \$12,984.95 to Waide Construction due to materials included in Post Bid Addendum 1. Per mutual agreement between the Electrical Contractor and the General Contractor, the total cost will be shared equally among three parties, with this Change Order reflecting one-third of the total amount (\$38,993.83) as the Low Voltage Contractor's portion of the cost responsibility.

PRODUCT DESCRIPTION	QTY		
APIC portion of 20-KW UPS	LOT		
TOTAL PROJECT COST			-\$12,984.95

Based on State Price Agreement 00-00000-20-00093AC

NOTES AND EXCLUSIONS

- Proposal **EXCLUDES** payment/performance bond and all associated permits and fees unless specified.
- Proposal **EXCLUDES** any unforeseen conditions; any equipment not listed in this quote.
- Proposal **EXCLUDES** any additional electrical/cooling upgrades required for this project.
- Proposal **EXCLUDES** patching, painting, and replacement of ceiling tiles.
- Proposal **EXCLUDES** the correction of existing code violations.
- Proposal **EXCLUDES** any warranty on existing equipment.
- Proposal **ASSUMES** all existing equipment and cabling is in proper working order. Unless otherwise stated above.
- Proposal is **VALID** for 30 days, excluding tariffs.

WARRANTY TERMS

- This project includes a one-year warranty against defects in product or workmanship. This warranty is provided by APIC Solutions and shall begin the day of owner acceptance.

PAYMENT TERMS

- All invoices are due Net 30 days.
- All equipment will be billed 100% once it has been delivered and inventoried / accepted by the agency.
- Progress billings for labor and equipment rental will occur monthly and be based on the percentage complete at the time of billing.

Please send all PO's to orders@apicnm.com | 505-345-1381

- A 3.5% processing fee will be added to all purchases being made using a credit card.

TARIFF ADJUSTMENT CLAUSE

The pricing provided in this quote is based on current tariff levels as of the date of the quote. In the event that tariff rates change or suppliers impose tariff-based price increases after the issuance of this quote, the final price may need to be adjusted to reflect the new tariff rates prior to procurement or through a cost impact change order. Any such changes will be communicated to the client or contractor and will be subject to the applicable increase or decrease in costs due to tariff adjustments.

The signatures below indicate CUSTOMER and APIC Solutions agreement to the **Scope of Work, Project Pricing, and Terms and Conditions** in this document:

Pecos Valley Regional Communications Center	APIC SOLUTIONS
Name:	Name:
Signature:	Signature:
Title and Date:	Title and Date:

If you have any questions, please feel free to contact me at the number below. Thank you for your trust in APIC Solutions. We look forward to working with you!

Sincerely,

Sarge Modesto
505.933.2112

Pecos Valley Regional Communications Center
1 St Mary's PL
Roswell NM, 88203

June 30, 2025

Attn: Craig Waide
RE: PVRCC - Roswell - Multi System – CO6
Lead # 501974

APIC Solutions will complete the following work per Addendum 1:

1. E911 extension - extend qty. 12-cat6 cables from wall mounted patch panel to "e911 rack".
2. Provider extension - extend qty. 12-cat6 cables from wall mounted patch panel to "dist rack".
3. I/o device module for access control integration

Headend – (Provide and install)

- (2) CommScope Wall mount Patch Panels
- (2) CommScope Rack Mount Patch Panels

Field Hardware – (Provide and install)

- (12) Red CommScope Jacks
- (12) Blue CommScope Jacks
- (Box) Red CommScope Plenum Cable
- (Box) Blue CommScope Plenum Cable
- (Box) 18/4 Plenum Cable

PRODUCT DESCRIPTION	QTY	UNIT COST	LINE TOTAL
22/4 Plenum Cable	500	\$0.25	\$125.00
CommScope Wall Mounted Patch Panel	2	\$435.46	\$870.92
Red CommScope Cat6 Cable	1	\$451.86	\$451.86
M-SERIES MODULAR JACK, RJ45, CAT6 UNSHIELDED, RED	12	\$10.78	\$129.36
Blue CommScope Cat6 Cable	1	\$451.86	\$451.86
M-SERIES MODULAR JACK, RJ45, CAT6 UNSHIELDED, BLUE	12	\$10.78	\$129.36
Unshielded Discrete Distribution Module Panel, M-series, 1U, 24 port, Black	2	\$89.84	\$179.68
FREIGHT	LOT	\$71.10	\$71.10
Per Diem and Lodging	LOT	\$424.00	\$424.00

Material/Equipment Total			\$2,833.14
Labor and Commissioning Total			\$6,750.00
Subtotal			\$9,726.89
Bond			\$143.75
TOTAL PROJECT COST			\$9,870.64

Based on State Price Agreement 00-00000-20-00093AC

NOTES AND EXCLUSIONS

- Proposal **EXCLUDES** payment/performance bond and all associated permits and fees unless specified.
- Proposal **EXCLUDES** any unforeseen conditions; any equipment not listed in this quote.
- Proposal **EXCLUDES** any additional electrical/cooling upgrades required for this project.
- Proposal **EXCLUDES** patching, painting, and replacement of ceiling tiles.
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- This project includes a one-year warranty against defects in product or workmanship. This warranty is provided by APIC Solutions and shall begin the day of owner acceptance.

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- All invoices are due Net 30 days.
- All equipment will be billed 100% once it has been delivered and inventoried / accepted by the agency.
- Progress billings for labor and equipment rental will occur monthly and be based on the percentage complete at the time of billing.
- A 3.5% processing fee will be added to all purchases being made using a credit card.

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The pricing provided in this quote is based on current tariff levels as of the date of the quote. In the event that tariff rates change or suppliers impose tariff-based price increases after the issuance of this quote, the final price may need to be adjusted to reflect the new tariff rates prior to procurement or through a cost impact change order. Any such changes will be communicated to the client or contractor and will be subject to the applicable increase or decrease in costs due to tariff adjustments.

The signatures below indicate CUSTOMER and APIC Solutions agreement to the **Scope of Work, Project Pricing, and Terms and Conditions** in this document:

Pecos Valley Regional Communications Center	APIC SOLUTIONS
Name:	Name:
Signature:	Signature:
Title and Date:	Title and Date:

If you have any questions, please feel free to contact me at the number below. Thank you for your trust in APIC Solutions. We look forward to working with you!

Sincerely,

Sarge Modesto
505.933.2112

Job Number: 4663
Bid Summary: Default
Extension By Phase

Item #	Description	Quantity	Price	U	Ext Price	Labor Hr	U	Ext Lab Hr
--- 01 Raceway, Fittings & Boxes ---								
1001	3/4" EMT	232	69.95	C	162.28	2.60	C	6.03
1002	1" EMT	245	120.37	C	294.91	2.75	C	6.74
1003	1-1/4" EMT	30	195.30	C	58.59	3.00	C	0.90
1005	2" EMT	-25	279.84	C	-69.96	3.75	C	-0.94
1122	3/4" Steel Flex	5	129.85	C	6.49	2.00	C	0.10
1124	1-1/4" Steel Flex	181	343.05	C	620.92	5.50	C	9.96
1126	2" Steel Flex	-5	553.13	C	-27.66	8.00	C	-0.40
1128	3" Steel Flex	-5	1,284.58	C	-64.23	16.50	C	-0.82
1339	1" EMT Elbow	12	805.91	C	96.71	0.15	E	1.80
1340	1-1/4" EMT Elbow	2	956.83	C	19.14	0.25	E	0.50
1342	2" EMT Elbow	-2	1,755.21	C	-35.10	0.35	E	-0.70
1477	3/4" Compression Steel Connector	26	193.32	C	50.26	0.13	E	3.38
1478	1" Compression Steel Connector	20	361.06	C	72.21	0.15	E	3.00
1479	1-1/4" Compression Steel Connector	2	583.71	C	11.67	0.18	E	0.36
1481	2" Compression Steel Connector	-2	949.80	C	-19.00	0.32	E	-0.64
1577	3/4" Compression Steel Coupling	23	211.77	C	49.13	0.14	E	3.25
1578	1" Compression Steel Coupling	37	369.41	C	134.83	0.16	E	5.84
1579	1-1/4" Compression Steel Coupling	5	567.73	C	28.39	0.20	E	1.00
1581	2" Compression Steel Coupling	-5	943.25	C	-42.45	0.28	E	-1.26
1931	3/4" Seal-tite Conn (Str)	2	634.13	C	12.68	0.09	E	0.18
1933	1-1/4" Seal-tite Conn (Str)	24	1,871.84	C	449.24	0.15	E	3.60
1935	2" Seal-tite Conn (Str)	-2	4,738.54	C	-94.77	0.21	E	-0.42
1937	3" Seal-tite Conn (Str)	-2	232.35	E	-464.70	0.29	E	-0.58
2289	3/4" 2-Hole Strap	30	18.92	C	5.61	2.50	C	0.74
2290	1" 2-Hole Strap	31	31.08	C	9.52	3.00	C	0.92
2291	1-1/4" 2-Hole Strap	26	46.60	C	12.29	4.00	C	1.06
2293	2" 2-Hole Strap	-4	89.91	C	-3.37	2.50	C	-0.09
2295	3" 2-Hole Strap	-1	182.60	C	-1.14	3.10	C	-0.02
2571	4" Square Box (1/2 & 3/4 KO's)	11	269.48	C	29.64	0.18	E	1.98
2578	4-11/16" Square Box Box (Deep)	11	373.30	C	41.06	0.22	E	2.42
2731	4" Square-1G Plaster Ring-5/8"D	11	137.60	C	15.14	0.07	E	0.77
2759	4-11/16"-1G Plaster Ring-5/8"D	11	427.25	C	47.00	0.08	E	0.88
1234718	1" EMT LB Condulet w/Cover & Gasket	4	1,181.53	C	47.26	0.27	E	1.08
--- 01 Raceway, Fittings & Boxes Total ---					1,452.59			50.62
--- 02 Wire & Cable ---								
2791	#10 THHN CU Stranded Wire	901	267.17	M	240.69	6.00	M	5.41
2792	#8 THHN CU Stranded Wire	550	429.32	M	236.13	6.25	M	3.44
2793	#6 THHN CU Stranded Wire	1,354	660.51	M	894.33	7.00	M	9.48
2796	#2 THHN CU Stranded Wire	217	1,709.65	M	370.99	10.00	M	2.17
2798	#1/0 THHN CU Stranded Wire	-78	2,332.26	M	-181.92	13.00	M	-1.01
2802	#250MCM THHN CU Stranded Wire	-12	524.45	C	-62.93	22.00	M	-0.26
--- 02 Wire & Cable Total ---					1,497.29			19.23
--- 03 Distribution ---								
3628	30 KVA 3PH Transformer 480/277V	1	OPEN		0.00	19.11	E	19.11
3630	75 KVA 3PH Transformer 480/277V	-1	OPEN		0.00	13.90	E	-13.90
--- 03 Distribution Total ---					0.00			5.21
--- 05 Wiring Device & Covers ---								
4702	1G SS Blank Plate	22	1.60	E	35.20	0.08	E	1.76

J & G Electric Co. Inc
Pecos Valley Reg Adden 1 Post Bid
Job Number: 4663
Bid Summary: Default
Extension By Phase

Item #	Description	Quantity	Price U	Ext Price	Labor Hr U	Ext Lab Hr
	--- 05 Wiring Device & Covers Total ---			35.20		1.76
	--- 07 Misc ---					
3107	1/8" Poly Pull Line	185	5.80 M	1.07	2.00 M	0.37
	--- 07 Misc Total ---			1.07		0.37
	--- 18 Phase #18 ---					
T0001	Power Poles	-11	200.00 E	-2,200.00	1.00 E	-11.00
T0002	Ground UPS	1	35.00 E	35.00	1.50 E	1.50
~~T0003~~	~~UPS~~	~~1~~	~~38,566.00 E~~	~~38,566.00~~	~~60.00 E~~	~~60.00~~
T0004	Gear Quote Reduction	1	-403.22 E	-403.22	-2.00 E	-2.00
	--- 18 Phase #18 Total ---			35,997.78		48.50
	Job Total			~~38,983.93~~ 417.93		~~125.69~~ 65.69

Material \$ ~~38,983.93~~ \$ 417.93

Labor \$ ~~8,998.15~~ 125.69 hrs. @ \$ 71.59 (\$ 51.50 + \$ 20.09 Labor Burden)
4,702.75 65.69 hrs.

~~\$ 47,982.08~~ \$ 5120.68

15% + 12% P/OH \$ ~~5,757.85~~ \$ 768.10

~~\$ 53,739.93~~ \$ 5,888.78
~~752.38~~ \$ 85.39

Bond

~~\$ 54,492.31~~ (No tax) \$ 5974.17

Excludes: drilling holes in cabinets, Any work in existing corridors

* Quels: items introduced via post bid Adden. 1 *

CONSOLIDATED ELECTRICAL DISTRIBUTORS 6510
1200 NORTH GARDEN AVE

ROSWELL NM 88201 USA
TEL: (575)627-0187 FAX: (575)627-5991
CONTACT: RICARDO

QUOTE FOR: J&G ELECTRIC
ACCT: TH-61328 J&G ELECTRIC

512 S MAIN ST
ROSWELL, NM 88203
TEL: (575)622-0146

QUOTATION			PAGE 1
QUOTE # 1008548	DATE 10/02/2024	REV # 6	REV DATE 10/03/2024
QUOTE EXPIRES 11/01/2024		PREPARED BY RJ	
SLS 2810		INSL 2810	
FOB SHIPPING POINT		FREIGHT PREPAID	

CUST PO # PVRCCR- GEAR
JOB NAME

LN	QTY	PRODUCT	CODE	DESCRIPTION	PRICE	PER	EXT	AMT
01	1	SQD	4382146	SQD GEAR	19136.00	E	19136.00	
02	1	MISC	23934-H1T0J5	20KW UPS	38565.18	E	38565.18	
03	3	BUSS	FRNR100	250V RK5 TD FUSE	16.26	E	48.78	

MDSE: 57749.96 *
TAX: 0.00

TOTAL: 57749.96 **

PLEASE NOTE: This is not an offer to contract, but merely a quotation of current prices for your convenience and information. Orders based on this quotation are subject to your acceptance of the terms and conditions located at sales.our-terms.com, which we may change from time to time without prior notice. We make no representation with respect to compliance with job specifications.

Memo

To: Board of Commissioners

From: Alex Palomino, Chaves County Public Services Director

cc: Bill Williams (County Mngr.), Anabel Barraza (Finance), and Ana Nieto (Purchasing)

Date: 08/11/2025

Re: PVRCC Renovation Project

Chairman,

I will not be at the Commission Meeting on August 21st, however, wanted to address this Modification Change Request MCR#2 included in **Change Order No.3**.

MCR#2: Reflects costs for a 20kw UPS and gear associated with this large power back up power for dispatch I.T. equipment. There were discrepancies in the plans and bidding instructions that confused who was responsible and who would cover that cost. The lead shipping time and price for ordering has been a critical part of the project. We opted to keep the project forward as soon as possible by compromising with the contractors and subcontractors for a three-way split of associated costs.

I will be open to further questions or a site visit upon my return.

Respectfully,



Public Services Director

AGENDA ITEM: 4

Request to approve ratification of
Agreement A-25-034 between
Chaves County and Department of
Finance and Administration for the
Adult Detention Facility Security
Upgrades Appropriation 25-J2893

MEETING DATE: August 21, 2025

STAFF SUMMARY REPORT

ACTION REQUESTED BY: **Adriana Zapata, Project Specialist**

ACTION REQUESTED: **Ratify approval of Agreement A-25-034**

SUMMARY: This is a Capital Outlay Grant Agreement in the amount of \$200,00.00 to install security upgrades to the Adult Detention Center.

Staff Recommends/Requests: Approval

SUPPORT DOCUMENTS: Agreement A-25-034

SUMMARY BY: **Adriana Zapata, Project Specialist**

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the Chaves County, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 238, Paragraph 33, 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;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J2893 ("Project")** 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 238, Paragraph 33, Two Hundred Thousand Dollars and No Cents, \$200,000.00, to plan, design, construct, renovate and install security upgrades to the adult detention facility in Roswell in Chaves county;.
- B. Grantee's total reimbursements shall not exceed \$200,000.00 Two Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$2,000.00 Two Thousand Dollars and No Cents, which equals \$198,000.00 One Hundred Ninety Eight Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C. 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, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of

Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, 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 ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event 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:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. 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 after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. 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.

- d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a 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. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

- A. 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: Richard C. Taylor
Title: Chairman, Chaves County Commission
Address: PO Box 1772, Roswell, NM 88202-1772
Email: Richard.taylor@chavescounty.gov
Telephone: 575-622-2330

- B. 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: Anabel Barraza
Title: Chief Financial Officer
Address: PO BOX 1597, Roswell, NM 88202-1597
Email: Anabel.barraza@chavescounty.gov
Telephone: 575-624-6658

- C. 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: Carmen Morin

Title: Bureau Chief

Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501

Email: CarmenB.Morin@dfa.nm.gov

Telephone: 505-470-8979

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) 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 the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. 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 a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs 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.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. 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)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

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.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A. Payment requests are subject to the following procedures:**

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, 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. 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 in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority 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 under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. 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.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. 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.
- d. The Project must provide a public benefit above and beyond any incidental benefit to 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.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. 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 participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. 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 and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. 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 the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. **Consequences of False or Misleading Representations.** If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
- b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
- c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. **Survival of Representations and Warranties.** The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), 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 Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, 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 finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to 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:
- a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, Chaves County may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. The Chaves County's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the Chaves County or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Chaves County or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to 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:
- a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the Chaves County, the Chaves County may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, the Chaves County's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
- a. Submit all reports of annual audits and agreed-upon procedures required by § 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 § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principles to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. 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;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an 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 attached to the Project and Appropriation Amount without the need for formal 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 expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this 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, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

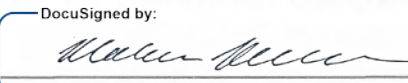
Cabinet Secretary, Wayne Propst:

Signed by:

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Signature

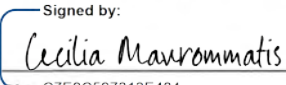
8/14/2025
Date

Chief Financial Officer, Mackie Romero:

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Signature

8/14/2025
Date

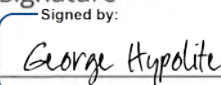
Local Government Division Director, Cecilia Mavrommatis:

Signed by:

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Signature

8/14/2025
Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

George Hypolite
Signature
Signed by:

8F9C3BE14553478...
(Print Name)

General Counsel
(Title)

APPROVED BY GRANTEE:

Chaves County
Entity Name

Official with Authority to Bind Grantee:

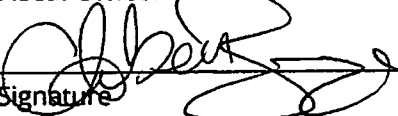

Signature

Richard C. Taylor
(Print Name)

Chairman, Chaves County Commission
(Title)

8-4-2025
Date

Fiscal Officer or Chief Financial Officer:


Signature

Anabel Barraza
(Print Name)

Chief Financial Officer
(Title)

8/4/25
Date

As To Legal Form And Sufficiency


Signature

Stanton L. Riggs
(Print Name)

Attorney at Law
(Title)

8/6/2025
Date

EXHIBIT A Request for Payment Form and Certification

STATE OF NEW MEXICO GRANT APPROPRIATION Request for Payment Form Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

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: \$ 0.00
 C. AI/PP Amount (if Applicable): \$ 0.00
 D. Funds Requested to Date: \$ 0.00
 E. Amount Requested this Payment: _____
 F. Reversion Amount (if applicable): \$ 0.00
 G. Grant Balance: \$ 0.00
 H. ☐ Final Request for Payment (if applicable)

III. Fiscal Year : 2025 (July 1, 2025-June 30, 2026)

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

IV. Certifications

- ☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
- a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
 - b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
 - c. Submission of supporting documentation as required by the Agreement.
 - d. Maintenance of all necessary records and documentation as stipulated in the Agreement.
- ☐ I attest that the information provided is correct, expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.
- ☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

 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.

 ASD Officer

 Date

 Division Grant Manager

 Date

Revised 7/2025

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EXHIBIT B
 Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

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: \$ 0.00

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: Grant Manager

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.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

***(Provided separately when grant agreement issued to Grantee)**

[THIS SPACE LEFT BLANK INTENTIONALLY]

EXHIBIT E

Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

AGENDA ITEM: 5

Request to approve ratification of
Agreement A-25-035 between
Chaves County and Department of
Finance and Administration for the
Cooperative Extension Service
Building Appropriation 25-J2894

MEETING DATE: August 21, 2025

STAFF SUMMARY REPORT

ACTION REQUESTED BY: **Adriana Zapata, Project Specialist**

ACTION REQUESTED: **Ratify approval of Agreement A-25-035**

SUMMARY: This is a Capital Outlay Grant Agreement in the amount of \$170,000.00 to renovate the Cooperative Extension Service Building.

Staff Recommends/Requests: Approval

SUPPORT DOCUMENTS: Agreement A-25-035

SUMMARY BY: **Adriana Zapata, Project Specialist**

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the Chaves County, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 239, Paragraph 33, 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;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J2894 ("Project")** 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 239, Paragraph 33, One Hundred Seventy Thousand Dollars and No Cents, \$170,000.00, to plan, design, construct, renovate and equip a cooperative extension service building in Roswell in Chaves county;.
- B. Grantee's total reimbursements shall not exceed \$170,000.00 One Hundred Seventy Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$1,700.00 One Thousand Seven Hundred Dollars and No Cents, which equals \$168,300.00 One Hundred Sixty Eight Thousand Three Hundred Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C. 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, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of

Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, 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 ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event 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:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. 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 after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. 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.

- d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a 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. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

- A. 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: Richard C. Taylor
Title: Chairman, Chaves County Commission
Address: PO Box 1772, Roswell, NM 88202-1772
Email: Richard.taylor@chavescounty.gov
Telephone: 575-622-2330

- B. 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: Anabel Barraza
Title: Chief Financial Officer
Address: PO BOX 1597, Roswell, NM 88202-1597
Email: Anabel.barraza@chavescounty.gov
Telephone: 575-624-6658

- C. 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: Carmen Morin

Title: Bureau Chief

Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501

Email: CarmenB.Morin@dfa.nm.gov

Telephone: 505-470-8979

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) 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 the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. 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 a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs 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.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. 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)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

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.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A. Payment requests are subject to the following procedures:**

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, 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. 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 in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority 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 under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. 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.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. 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.
- d. The Project must provide a public benefit above and beyond any incidental benefit to 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.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. 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 participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. 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 and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. 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 the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. **Consequences of False or Misleading Representations.** If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
- b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
- c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. **Survival of Representations and Warranties.** The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), 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 Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, 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 finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to 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:
- a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, Chaves County may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. The Chaves County's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the Chaves County or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Chaves County or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to 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:
- a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the Chaves County, the Chaves County may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, the Chaves County's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
- a. Submit all reports of annual audits and agreed-upon procedures required by § 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 § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. 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;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an 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 attached to the Project and Appropriation Amount without the need for formal 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 expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this 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, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signed by:

6EB4D958A89A432...
Signature

8/13/2025
Date

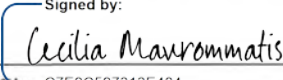
Chief Financial Officer, Mackie Romero:

DocuSigned by:

6CA6727E89F840B...
Signature

8/13/2025
Date

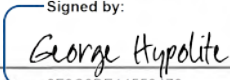
Local Government Division Director, Cecilia Mavrommatis:

Signed by:

C7E9C597313E484...
Signature

8/13/2025
Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signed by:

8F9C38E14553478...
Signature

George Hypolite
(Print Name)

General Counsel
(Title)

APPROVED BY GRANTEE:

Chaves County
Entity Name

Official with Authority to Bind Grantee:

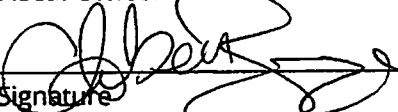

Signature

Richard C. Taylor
(Print Name)

Chairman, Chaves County Commission
(Title)

8-4-2025
Date

Fiscal Officer or Chief Financial Officer:


Signature

Anabel Barraza
(Print Name)

Chief Financial Officer
(Title)

8/4/25
Date

As To Legal Form And Sufficiency


Signature

Stanton L. Riggs
(Print Name)

Attorney at Law
(Title)

8/6/2025
Date

EXHIBIT A Request for Payment Form and Certification

STATE OF NEW MEXICO GRANT APPROPRIATION Request for Payment Form Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

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: \$ 0.00
 C. AIPP Amount (if Applicable): \$ 0.00
 D. Funds Requested to Date: \$ 0.00
 E. Amount Requested this Payment: _____
 F. Reversion Amount (if applicable): \$ 0.00
 G. Grant Balance: \$ 0.00
 H. ☐ Final Request for Payment (if applicable)

III. Fiscal Year : 2026 (July 1, 2026-June 30, 2026)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

- ☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
- a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
 - b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
 - c. Submission of supporting documentation as required by the Agreement.
 - d. Maintenance of all necessary records and documentation as stipulated in the Agreement.
- ☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.
- ☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

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.

 ASD Officer Date

 Division Grant Manager Date

Revised 7/2025

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EXHIBIT B
 Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager _____

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: \$ 0.00

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: **Grant Manager**

Signature: _____

Date: _____

: 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.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT E

Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

AGENDA ITEM: 6

Request to approve ratification of
Agreement A-25-036 between
Chaves County and Department of
Finance and Administration for the
Courthouse Electrical Drives Upgrade
Appropriation 25-J2895

MEETING DATE: August 21, 2025

STAFF SUMMARY REPORT

ACTION REQUESTED BY: **Adriana Zapata, Project Specialist**

ACTION REQUESTED: **Ratify approval of Agreement A-25-036**

SUMMARY: This is a Capital Outlay Grant Agreement in the amount of \$200,00.00 to install variable speed electrical drives for heating, ventilation and air conditioning systems at the Chaves County Courthouse.

Staff Recommends/Requests: Approval

SUPPORT DOCUMENTS: Agreement A-25-036

SUMMARY BY: **Adriana Zapata, Project Specialist**

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the Chaves County, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 240, Paragraph 33, 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;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J2895 ("Project")** 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 240, Paragraph 33, Two Hundred Thousand Dollars and No Cents, \$200,000.00, to plan, design, construct, purchase and install variable speed electrical drives for heating, ventilation and air conditioning systems at the Chaves county courthouse in Roswell in Chaves county;.
- B. Grantee's total reimbursements shall not exceed \$200,000.00 Two Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$0.00 No Dollars and No Cents, which equals \$200,000.00 Two Hundred Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C. 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, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a

sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, 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 ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event 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:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. 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 after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. 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.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a 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. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

- A. 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: Richard C. Taylor
Title: Chairman, Chaves County Commission
Address: PO Box 1772, Roswell, NM 88202-1772
Email: Richard.taylor@chavescounty.gov
Telephone: 575-622-2330

- B. 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: Anabel Barraza
Title: Chief Financial Officer
Address: PO BOX 1597, Roswell, NM 88202-1597
Email: Anabel.barraza@chavescounty.gov
Telephone: 575-624-6658

- C. 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: Carmen Morin

Title: Bureau Chief

Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501

Email: CarmenB.Morin@dfa.nm.gov

Telephone: 505-470-8979

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) 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 the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. 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 a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs 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.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. 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)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

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.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A. Payment requests are subject to the following procedures:**

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, 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. 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 in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority 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 under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. 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.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. 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.
- d. The Project must provide a public benefit above and beyond any incidental benefit to 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.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. 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 participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. 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 and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. 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 the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. **Consequences of False or Misleading Representations.** If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
- b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
- c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. **Survival of Representations and Warranties.** The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

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

B. For six (6) years following the Project's completion ("**Record Retention Period**"), 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 Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, 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 finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to 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:
- a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, Chaves County may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. The Chaves County's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the Chaves County or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Chaves County or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to 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:
- a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the Chaves County, the Chaves County may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, the Chaves County's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
- a. Submit all reports of annual audits and agreed-upon procedures required by § 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 § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. 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;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an 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 attached to the Project and Appropriation Amount without the need for formal 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 expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this 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, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signed by:

6FB4D958A89A432...
Signature

8/13/2025
Date

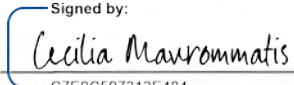
Chief Financial Officer, Mackie Romero:

DocuSigned by:

6CA6727E89F840B...
Signature

8/13/2025
Date

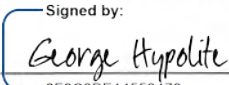
Local Government Division Director, Cecilia Mavrommatis:

Signed by:

C7E9C597313E484...
Signature

8/13/2025
Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signed by:

8E9C3BE14553478...
Signature

George Hypolite
(Print Name)

General Counsel
(Title)

APPROVED BY GRANTEE:

Chaves County
Entity Name

Official with Authority to Bind Grantee:

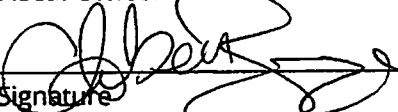

Signature

Richard C. Taylor
(Print Name)

Chairman, Chaves County Commission
(Title)

8-4-2025
Date

Fiscal Officer or Chief Financial Officer:


Signature

Anabel Barraza
(Print Name)

Chief Financial Officer
(Title)

8/4/25
Date

As To Legal Form And Sufficiency


Signature

Stanton L. Riggs
(Print Name)

Attorney at Law
(Title)

8/6/2025
Date

EXHIBIT A Request for Payment Form and Certification

STATE OF NEW MEXICO GRANT APPROPRIATION Request for Payment Form Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

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: \$ 0.00
 C. AIPP Amount (if Applicable): \$ 0.00
 D. Funds Requested to Date: \$ 0.00
 E. Amount Requested this Payment: _____
 F. Reversion Amount (if applicable): \$ 0.00
 G. Grant Balance: \$ 0.00
 H. ☐ Final Request for Payment (if applicable)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

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

IV. Certifications

- ☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
- a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
 - b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
 - c. Submission of supporting documentation as required by the Agreement.
 - d. Maintenance of all necessary records and documentation as stipulated in the Agreement.
- ☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.
- ☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

 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.

 ASD Officer

 Date

 Division Grant Manager

 Date

Revised 7/2025

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EXHIBIT B
Notice of Department's Obligation Form

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, **Grant Manager**

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: **\$ 0.00**

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: **Grant Manager**

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.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

***(Provided separately when grant agreement issued to Grantee)**

[THIS SPACE LEFT BLANK INTENTIONALLY]

EXHIBIT E

Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

AGENDA ITEM: 7

Request to approve ratification of
Agreement A-25-037 between
Chaves County and Department of
Finance and Administration for the
Courthouse Roof Replace
Appropriation 25-J2896

MEETING DATE: August 21, 2025

STAFF SUMMARY REPORT

ACTION REQUESTED BY: **Adriana Zapata, Project Specialist**

ACTION REQUESTED: **Ratify approval of Agreement A-25-037**

SUMMARY: This is a Capital Outlay Grant Agreement in the amount of \$530,00.00 to replace the roof at the Chaves County Courthouse.

Staff Recommends/Requests: Approval

SUPPORT DOCUMENTS: Agreement A-25-037

SUMMARY BY: **Adriana Zapata, Project Specialist**

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the Chaves County, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 241, Paragraph 33, 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;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J2896 ("Project")** 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 241, Paragraph 33, Five Hundred Thirty Thousand Dollars and No Cents, \$530,000.00, to plan, design, construct and replace a roof at the Chaves county courthouse in Roswell in Chaves county;
- B. Grantee's total reimbursements shall not exceed \$530,000.00 Five Hundred Thirty Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$0.00 No Dollars and No Cents, which equals \$530,000.00 Five Hundred Thirty Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C. 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, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After

receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, 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 ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event 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:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. 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 after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. 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.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a 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. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

- A. 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: Richard C. Taylor
Title: Chairman, Chaves County Commission
Address: PO Box 1772, Roswell, NM 88202-1772
Email: Richard.taylor@chavescounty.gov
Telephone: 575-622-2330

- B. 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: Anabel Barraza
Title: Chief Financial Officer
Address: PO BOX 1597, Roswell, NM 88202-1597
Email: Anabel.barraza@chavescounty.gov
Telephone: 575-624-6658

- C. 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: Carmen Morin

Title: Bureau Chief

Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501

Email: CarmenB.Morin@dfa.nm.gov

Telephone: 505-470-8979

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) 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 the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. 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 a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs 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.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. 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)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

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.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A. Payment requests are subject to the following procedures:**

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, 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. 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 in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority 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 under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. 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.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. 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.
- d. The Project must provide a public benefit above and beyond any incidental benefit to 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.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. 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 participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. 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 and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. 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 the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. **Consequences of False or Misleading Representations.** If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
- b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
- c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. **Survival of Representations and Warranties.** The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), 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 Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, 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 finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to 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:
- a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, Chaves County may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. The Chaves County's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the Chaves County or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Chaves County or the State Department of Finance and Administration.”

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to 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:
- a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with the Chaves County, the Chaves County may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, the Chaves County's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
- a. Submit all reports of annual audits and agreed-upon procedures required by § 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 § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. 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;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an 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 attached to the Project and Appropriation Amount without the need for formal 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 expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this 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, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signed by:

Wayne Propst

6EB4D958A89A432...

Signature

8/13/2025

Date

Chief Financial Officer, Mackie Romero:

DocuSigned by:

Mackie Romero

6CA6727E89F840B...

Signature

8/13/2025

Date

Local Government Division Director, Cecilia Mavrommatis:

Signed by:

Cecilia Mavrommatis

C7E9C597313E484...

Signature

8/13/2025

Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signed by:

George Hypolite

8E9C3BE14553478...

Signature

George Hypolite

(Print Name)

General Counsel

(Title)

APPROVED BY GRANTEE:

Chaves County
Entity Name

Official with Authority to Bind Grantee:

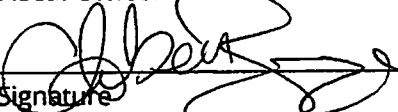

Signature

Richard C. Taylor
(Print Name)

Chairman, Chaves County Commission
(Title)

8-4-2025
Date

Fiscal Officer or Chief Financial Officer:


Signature

Anabel Barraza
(Print Name)

Chief Financial Officer
(Title)

8/4/25
Date

As To Legal Form And Sufficiency


Signature

Stanton L. Riggs
(Print Name)

Attorney at Law
(Title)

8/6/2025
Date

EXHIBIT A
Request for Payment Form and Certification

STATE OF NEW MEXICO GRANT APPROPRIATION Request for Payment Form Exhibit A	
I. Grantee Information (Must match your DFA Substitute W-9 Form) 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: \$ 0.00 C. AIPP Amount (if Applicable): \$ 0.00 D. Funds Requested to Date: \$ 0.00 E. Amount Requested this Payment: _____ F. Reversion Amount (if applicable): \$ 0.00 G. Grant Balance: \$ 0.00 H. ☐ Final Request for Payment (if applicable)	
III. Fiscal Year : 2025 (July 1, 2025-June 30, 2026) (The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)	
IV. Certifications ☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to: a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement. b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices. c. Submission of supporting documentation as required by the Agreement. d. Maintenance of all necessary records and documentation as stipulated in the Agreement. ☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause. ☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.	
_____ Grantee Fiscal Officer or Fiscal Agent (if applicable) _____ Printed Name _____ Date: _____ Grantee Representative _____ Printed Name _____ 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.	
_____ ASD Officer _____ Date _____ Division Grant Manager _____ Date	

Revised 7/2025

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EXHIBIT B
 Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager _____

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: \$ 0.00

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: Grant Manager

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.

Revised 7/2025

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EXHIBIT C**Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)****OPTIONAL EXHIBIT C
SPECIAL CONDITIONS**

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY [20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

***(Provided separately when grant agreement issued to Grantee)**

[THIS SPACE LEFT BLANK INTENTIONALLY]

EXHIBIT E

Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

1 of 2

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data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

AGENDA ITEM: 8

Request to approve ratification of
Agreement A-25-038 between
Chaves County and Department of
Finance and Administration for the
Cultural Plaza Appropriation

25-J2897

MEETING DATE: August 21, 2025

STAFF SUMMARY REPORT

ACTION REQUESTED BY:

Adriana Zapata, Project Specialist

ACTION REQUESTED:

Ratify approval of Agreement A-25-038

SUMMARY: This is a Capital Outlay Grant Agreement in the amount of \$399,999.00 for the construction of the Chaves County Cultural Plaza.

Staff Recommends/Requests: Approval

SUPPORT DOCUMENTS: Agreement A-25-038

SUMMARY BY:

Chanel Rey, County Treasurer

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the Chaves County, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 242, Paragraph 33, 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;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J2897 ("Project")** 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 242, Paragraph 33, Three Hundred Ninety Nine Thousand Nine Hundred Ninety Nine Dollars and No Cents, \$399,999.00, to plan, design and construct a cultural plaza facility in Roswell in Chaves county;
- B. Grantee's total reimbursements shall not exceed \$399,999.00 Three Hundred Ninety Nine Thousand Nine Hundred Ninety Nine Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$0.00 No Dollars and No Cents, which equals \$399,999.00 Three Hundred Ninety Nine Thousand Nine Hundred Ninety Nine Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C. 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, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of

Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, 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 ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event 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:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. 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 after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. 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.

- d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a 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. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

- A. 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: Richard C. Taylor
Title: Chairman, Chaves County Commission
Address: PO Box 1772, Roswell, NM 88202-1772
Email: Richard.taylor@chavescounty.gov
Telephone: 575-622-2330

- B. 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: Anabel Barraza
Title: Chief Financial Officer
Address: PO BOX 1597, Roswell, NM 88202-1597
Email: Anabel.barraza@chavescounty.gov
Telephone: 575-624-6658

- C. 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: Carmen Morin

Title: Bureau Chief

Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501

Email: CarmenB.Morin@dfa.nm.gov

Telephone: 505-470-8979

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) 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 the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.

i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.

b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:

i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;

b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

c. 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 a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs 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.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. 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)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

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.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A. Payment requests are subject to the following procedures:**

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, 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. 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 in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority 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 under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. 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.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. 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.
- d. The Project must provide a public benefit above and beyond any incidental benefit to 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.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. 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 participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. 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 and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. 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 the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. **Consequences of False or Misleading Representations.** If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
- b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
- c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. **Survival of Representations and Warranties.** The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), 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 Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, 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 finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to 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:
 - a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, Chaves County may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. The Chaves County's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the Chaves County or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Chaves County or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to 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:
 - a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the Chaves County, the Chaves County may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, the Chaves County's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
 - a. Submit all reports of annual audits and agreed-upon procedures required by § 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 § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. 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;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an 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 attached to the Project and Appropriation Amount without the need for formal 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 expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this 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, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signed by:

Wayne Propst

6EB4D958A89A432...

Signature

8/13/2025

Date

Chief Financial Officer, Mackie Romero:

DocuSigned by:

Mackie Romero

6CA6727E89F840B...

Signature

8/13/2025

Date

Local Government Division Director, Cecilia Mavrommatis:

Signed by:

Cecilia Mavrommatis

C259C597313E484...

Signature

8/13/2025

Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signed by:

George Hypolite

8E9C3BE14553478...

Signature

George Hypolite

(Print Name)

General Counsel

(Title)

APPROVED BY GRANTEE:

Chaves County
Entity Name

Official with Authority to Bind Grantee:

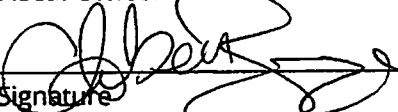

Signature

Richard C. Taylor
(Print Name)

Chairman, Chaves County Commission
(Title)

8-4-2025
Date

Fiscal Officer or Chief Financial Officer:


Signature

Anabel Barraza
(Print Name)

Chief Financial Officer
(Title)

8/4/25
Date

As To Legal Form And Sufficiency


Signature

Stanton L. Riggs
(Print Name)

Attorney at Law
(Title)

8/6/2025
Date

EXHIBIT A Request for Payment Form and Certification

STATE OF NEW MEXICO GRANT APPROPRIATION Request for Payment Form Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

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: \$ 0.00

C. AIPP Amount (If Applicable): \$ 0.00

D. Funds Requested to Date: \$ 0.00

E. Amount Requested this Payment: _____

F. Reversion Amount (If Applicable): \$ 0.00

G. Grant Balance: \$ 0.00

H. ☐ Final Request for Payment (if applicable)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

- ☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
- a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
 - b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
 - c. Submission of supporting documentation as required by the Agreement.
 - d. Maintenance of all necessary records and documentation as stipulated in the Agreement.
- ☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.
- ☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

_____ Grantee Fiscal Officer or Fiscal Agent (if applicable) _____ Printed Name _____ Date:	_____ Grantee Representative _____ Printed Name _____ 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.

_____ ASD Officer _____ Date	_____ Division Grant Manager _____ Date

Revised 7/2025

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EXHIBIT B
 Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager _____

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: \$ 0.00

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: _____

Grant Manager

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.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

EXHIBIT D

Project Budget Worksheet *

***(Provided separately when grant agreement issued to Grantee)**

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EXHIBIT E
Data Sharing Provisions

Exhibit E
Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

1 of 2

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data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

AGENDA ITEM: 9

Request to approve Resolution R-25-025, Revision No. 21 of the Chaves County Purchasing Policy

MEETING DATE: August 21, 2025

STAFF SUMMARY REPORT

ACTION REQUESTED BY: **Analicia Nieto, CPO**

ACTION REQUESTED: **Approve Resolution R-25-025**

SUMMARY: As rules and regulations change from either the State Procurement Code, DFA, and/or Staff identifying revisions that could streamline processes and procedures, staff requests revisions per Revision No. 21 to the Purchasing Policy via resolution R-25-025.

A few takeaway changes are as follows:

1. Page 9, Section 3.6 – Language is to be redacted, as it was unnecessary and additional to the stipulated procurement process.
2. Page 10, Section 4.1.B Out of State Travel – this procedure is currently practiced but had not been identified in policy.
3. Page 13, Section 5.2.D Capital Bulk Asset Purchases – Staff recommends setting the bulk capital asset purchase threshold at \$250,000.00.
4. Supplement A – Purchasing Card Program – page 4 – credit card fee's – allowable with limitations
5. Per Diem Rate / Tips – Per diem is adjusted to current DFA rate per 24-hr period – tips are no longer permitted

Staff Recommends/Requests: Approval

SUPPORT DOCUMENTS: Resolution R-25-025
 Chaves County Purchasing Policy

SUMMARY BY: **Analicia Nieto, CPO**

Resolution R-25-025
CHAVES COUNTY PURCHASING POLICY

Whereas, on the 15th of March 1983 the Chaves County Board of Commissioners formally adopted the Chaves County Purchasing Policy, and

Whereas, the purchasing policy has been revised and updated to better serve the County and to remain compliant with the State of New Mexico Procurement Code.

Now, therefore, the Board of Chaves County Commissioners resolve that the effective date of the revised policy is August 21, 2025.

**BOARD OF CHAVES COUNTY
COMMISSIONERS**

Richard Taylor, Chairman

Michael Perry, Vice-Chairman

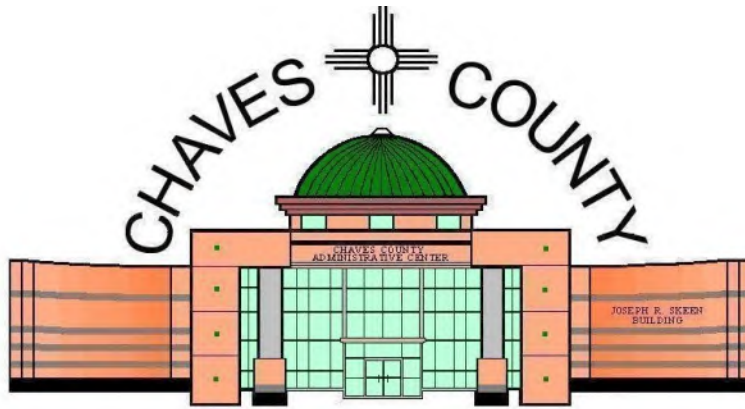
Dara Dana, Member

Cliff Waide, Member

Herbert (Hub) Corn, Member

ATTEST:

Cindy Fuller
County Clerk



PURCHASING POLICY

Revised as of ~~February 2024~~ August 2025

PREFACE

THE CHAVES COUNTY PURCHASING POLICY was first adopted by Resolution Number R-83-15, with an effective date of March 10, 1983, with provisions allowed to update by resolution when required. New additions incorporate changes approved since the last edition.

THE CHAVES COUNTY FIXED ASSETS POLICY was first adopted by Resolution Number R-83-28 with an effective date of June 9, 1983, with provisions allowed to update by resolution when required. The revised Fixed Assets Policy has been incorporated as a section of the Purchasing Policy through Resolution Number R-85-30.

THE CHAVES COUNTY PURCHASING POLICY is a policy of the elected body of Chaves County. Anyone may propose amendments to this Policy through the Office of the Chaves County Manager at Post Office Box 1817, Roswell, New Mexico, 88202.

REVISIONS

(Effective Dates)

Original Passage.....	March 10, 1983
Revision No.1.....	July 26, 1984
Revision No. 2.....	September 26, 1985
Revision No. 3.....	August 28, 1986
Revision No. 4.....	August 27, 1987
Revision No. 5.....	September 8, 1988
Revision No. 6.....	September 14, 1989
Revision No. 7.....	September 9, 1998
Revision No. 8.....	July 11, 2001
Revision No. 9.....	August 18, 2005
Revision No. 10.....	February 16, 2006
Revision No. 11.....	November 1, 2007
Revision No. 12.....	April 22, 2010
Revision No. 13.....	July 28, 2011
Revision No. 14.....	December 15, 2011
Revision No. 15.....	August 16, 2012
Revision No. 16.....	February 21, 2013
Revision No. 17.....	September 19, 2013
Revision No. 18.....	November 19, 2015
Revision No. 19.....	July 28, 2016
Revision No. 20.....	February 15, 2024
Revision No.21.....	August 21, 2025

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CHAVES COUNTY PURCHASING POLICY

(Revisions through ~~July 2016~~ August 2025)

SECTION I: GENERAL PROVISIONS

1.1 User Applicability. This Purchasing Policy (hereinafter referred to as "this Policy") and its procedures apply to Elected Officials, all departments, agencies, personnel, individuals, or other users authorized to make purchases from public funds budgeted and administered by, or otherwise under the supervision of, Chaves County Government. The purchasing function shall be conducted in a manner above reproach, with complete impartiality and without preferential treatment.

1.2 Administration. The Purchasing Director, with Chief Procurement Officer Certification through the State of New Mexico (CPO), shall be responsible for the administration of this Policy under the direction of the County Manager, and shall insure that all provisions of law and this Policy are followed. Supplements issued by the Purchasing Director shall be approved by the County Manager and certified copies of all supplements shall be attached to and made a part of this Policy. Upon the absence of the Purchasing Director, an employee with CPO certification through the State of New Mexico may be made temporarily responsible for the administration of this policy as directed by the County Manager.

All purchasing situations that involve a major question, problem, or opinion shall be brought to the County Manager, who shall decide the appropriate action for resolution.

1.3 Implementation.

- A. Purchasing Director/CPO and Purchasing Office.** The Purchasing Director/CPO and Purchasing Office are the general terms for the individuals or offices designated by the County Manager to fulfill the responsibility and functions of the Purchasing Director/CPO and Purchasing Office as provided in this Policy.
- B. Finance Director and Finance Office.** The terms Finance Department and Finance Director are used to describe the office and/or personnel directly responsible for establishing budgetary control for expenditure of funds and accounts payable procedures for payment of purchases made.

1.4 User Authority and Responsibility.

- A.** Only individuals authorized by the department's Elected Official or Department Director shall be permitted to make Chaves County purchases consistent with the provisions of this Policy. Authorizations shall be submitted to the Purchasing Director on the department authorization form. All authorized users shall receive and sign for a copy of this Policy and shall thereby be responsible for the knowledge and appropriate compliance and use of the provisions of this Policy.
- B.** Authorized users may contact vendors to obtain technical information, prices, and delivery information for planning purposes. Purchasing office personnel will review the technical information, confirm prices are reasonable, ensure availability of County funds, and

authorize the issuance of a purchase order. (For Purchasing Card purposes refer to Supplement “A”, Chaves County Purchasing Card Policy).

- 1.5 **Definition of a Purchase.** For the purpose of this Policy, a purchase is the commitment, obligation, and/or expenditure of Chaves County supervised funds to obtain goods or services.
- 1.6 **Unauthorized and Questionable Purchases.** Any purchase which is not legally and appropriately approved within the County budget or by other County Commission action, or which does not substantially comply with the provisions of the State Statutes, particularly the State Procurement Code, and the provisions of this Policy, shall be considered an unauthorized County purchase and thereby not subject to payment by the County. The County hereby declares and establishes that it will assume no responsibility for payment of unauthorized purchases. Furthermore, any individual initiating or otherwise executing any unauthorized purchase is solely responsible for payment. All questionable purchases shall be submitted to the Purchasing and Finance Directors, and may be submitted to the County Manager for review.
- 1.7 **Commission Approval of Unauthorized Purchases.** Any purchase determined by the County Manager to be unauthorized shall be considered for approval of payment before the Finance Committee. Unauthorized purchases shall not be approved or processed for payment prior to Finance Committee approval and shall be attached to the purchasing transaction file for audit purposes.
- 1.8 **Penalties.** Persons knowingly violating the State Procurement Code, this Policy, or State law may be subjected to a civil penalty of up to \$1,000 for each violation in accordance with New Mexico State Statutes. Further, any business or person that willfully violates the State Procurement Code is guilty of A) a misdemeanor if the transaction involves \$50,000 or less or B) a fourth degree felony if the transaction involves more than \$50,000.
- 1.9 **Consistency with State Procurement Code.** The provisions of this Policy are subject to change in accordance with New Mexico Statute updates or State Procurement Code revisions. Any revision that is inconsistent with the provisions of this Policy shall be resolved in favor of the State Statutes or State Procurement Code. All authorized users shall be given a copy of each revision to this policy and notified that it is in effect.
- 1.10 **Amendment.** Amendments to this Policy shall be made by Resolution with the approval of the County Commission.
- 1.11 **Interpretation of Policy and Supplements.** In any case that a provision of this Policy is vague or unclear, the Purchasing Director, Finance Director and/or the County Manager shall provide a written supplement for clarification of the provision, which shall be implemented by all departments and offices.
- 1.12 **Agent Solicitations.** The County department may accept agent solicitations at their discretion or request for the purpose of gaining information regarding new or existing companies and their representatives and/or products, if such is determined to be potentially beneficial to the County. This should follow supplement C, Chaves County Code of Ethics.
- 1.13. **Authorized Agent.** The Purchasing Director/CPO is an Authorized Agent of Chaves County, and therefore has the authority to commit the County financially. With the exception of bank accounts, only the Purchasing Director may establish credit, charge or cash accounts for the County. Bank

accounts for Chaves County may only be established by or through the authority of the County Treasurer. No employee or other County representative may open an account of any type on behalf of their department or the County unless given such authorization by the Purchasing Director or County Manager. Any accounts opened or authorized by an employee or other County representative without the consent of the Purchasing Director or County Manager will be considered unauthorized and may be discontinued, terminated or consolidated by the County at any time without notice to the employee. Any charges made to the unauthorized account will be subject to payment or reimbursement through personal funds by the employee or other County representative who was responsible for establishing the account.

SECTION II: STANDARD PURCHASING PROCEDURE

- 2.1 Standard Purchasing Procedure Applicability.** "Standard Purchases" are described as systematic, planned, and necessary purchases for administration and operation of a project, division, and/or department. There shall be no exception to these standard procedures except as provided in "Non-Standard, Urgent, and Emergency Purchases Procedures" in Section III of this Policy.

The following purchases require that the purchase be approved through a certain individual or department, due to the nature of the purchase, regardless of purchase amount:

- A. Information Technology (IT): All IT related purchases and any electronic or digital-type equipment that will be put on inventory or leased, shall be approved through the IT Department. This includes all computers and computer related equipment such as hardware, software, printers, scanners, monitors, etc., as well as inventory items such as DVR systems/equipment and related cameras, PA/sound system/recording equipment, security systems and monitoring equipment, etc.
- B. Facilities: All purchases related to County buildings/facilities shall be approved through the Facility Maintenance Department. This includes interior or exterior building modifications of any type, door locks (excluding the Detention Centers and Sheriff's Office), any equipment that must be hard-wired electrically or connected to plumbing systems, or any equipment that will be installed into/onto a building surface.
- C. Copiers: All purchases of copiers shall be approved through the Purchasing Director.
- D. Vehicles: All vehicle purchases shall be approved through the Purchasing Director.

- 2.2 Initiating a Purchase: Purchase Order/Requisition.** All standard purchases as authorized by this section require that the buyer utilize either a Chaves County Purchasing Card (P-Card) or a Chaves County purchase order/requisition be issued prior to placing an order or making a purchase. The Purchasing Director has the right to refuse approval of any purchase or request. A requisition for purchase order shall include:

- A. **Vendor** - the business to which the purchase order will be issued.
- B. **Vendor Number** - to be taken from the mainframe database or listing of vendors. Numbers for new vendors shall be assigned only through the Finance Department. The department initiating a purchase requiring a purchase order shall be responsible for having an updated W9 or County vendor form submitted to Finance Department. These forms will be required

to be updated and re-submitted annually.

- C. **Terms** - Chaves County pays net within 30 days of receipt of invoice unless other arrangements are made and included in this section of the purchase order.
- D. **Quantity** - specify a unit and the approximate amount per unit being requested. Units may be "each", "box", "gals.", "reams", "pounds", etc. If the exact quantity is not known, users shall provide the best estimate of quantity.
- E. **Description of Item** - the description of the items or services should be sufficiently complete to identify the item being purchased. Services that have been obtained using an agreement must reference the agreement number and attach a copy of the agreement. Services that have been obtained using a bid must reference the bid number. Commonly used items may be identified by brand names.
- F. **Estimated Amount** - Calculation of the quantity multiplied by the unit price. If the exact cost cannot be determined, users shall provide the best estimate of cost.
- G. **Department** - enter the name of department or division initiating the purchase order.
- H. **Employee** - Department head or authorized user, as authorized through the authorization form.
- I. **Account Number** - the appropriate budget line-item account number to be charged. It is the authorized user's responsibility to assign the correct line-item account number to the purchase order. When assigning multiple line-item accounts for purchase, it shall be indicated on the purchase order if line items will not be used in full prior to payment. It shall be specified which line-item account and amount is needing to be expended for that payment submission.

2.3 Authorization of Purchase Orders. The user department must have an authorized purchase order issued prior to executing the purchase. Purchase Orders may be transmitted to vendors by fax or email. The user department shall attach the purchase order to the invoice prior to payment. Purchases executed prior to obtaining a purchase order are prohibited except as otherwise provided in "Non-Standard and Emergency Purchasing Procedures", Section III of this Policy. Adding different items to a purchase order after it has been authorized is prohibited, unless approved by the Purchasing Director to ensure compliance. However, a purchase order may be increased provided that there are no changes in the item, unit price, and funds are available.

2.4 Invoices. An invoice is an itemized statement submitted by the vendor to the County for payment of material or services delivered to the County. It is the responsibility of the vendor to insure that a purchase order is provided prior to issuing materials or services and the vendor shall include the purchase order number on the invoice submitted to the County for payment. In cases that purchase order numbers are not included on the invoice when required, the vendor shall be informed. The Finance Department, at its discretion, is authorized to return any invoices, which do not reference a valid purchase order. The County will not be responsible for purchases made without an executed and authorized purchase order.

The vendor shall be notified that repeated improper invoicing is sufficient cause to exclude the vendor from the County's purchasing program. Also, the County may refuse payment in any case

that there is an unauthorized purchase.

- A. **Verification of Invoices.** All invoices shall be reviewed by user departments prior to payment to insure materials or services have been received and to certify authorization for payment. The certification statement requires an authorized signature, date of signature, and purchase order number on the invoice. It will be the responsibility of user departments to insure outstanding invoices are promptly submitted for payment.
- B. **Processing for Payment.** The Finance Department will insure that all invoices received are appropriately authorized and certified prior to payment. The Finance Director shall be responsible for insuring that appropriate procedures are established and used for payment after invoices are received to include timely payments and to insure that discounts are received and late charges avoided.

2.5 **Over Expenditures.** Purchase orders shall not be issued, approved, or processed in cases that line items will be over expended, except as approved by the Finance Director in accordance with State and County regulations and provisions, and provided there are legally sufficient budget balances available elsewhere. It shall be the primary responsibility of the authorized user to insure sufficient funds are available prior to initiating a purchase. The Finance Director shall provide sufficient information, data, or reports, upon request, to keep purchasers properly updated on budget balances, and shall notify any office, department, or agency head, after analysis of the monthly budget report, of any indications of any existing or impending budget balance problems.

2.6 **Purchasing Card (P-Card) Purchases:** Authorized purchasing card users shall attempt to utilize the card whenever possible, subject to the guidelines set forth in this policy and the Chaves County Purchasing Card Policy (Supplement "A"). All purchases made using the purchasing card shall be approved by an authorized Approver or Program Administrator. Compliance with purchasing guidelines will be reviewed monthly on all statements. All statements will be randomly audited monthly for compliance.

2.6.1 **Monthly Statements:** All users shall complete a reconciliation of their purchasing card statement and submit a copy of the statement, along with receipts for all purchases, to the Authorized Approver or Program Manager *before the deadline date issued by Purchasing Director in the monthly deadline reminders by 5:00 PM on the 25th of each month* unless otherwise designated by the Purchasing Director. Users who repeatedly fail to reconcile by the deadline shall be subject to card revocation.

2.6.2 **Approval Process:** All monthly statements and required documentation shall be reviewed by an Authorized Approver or Program Manager who shall then submit all records to the Finance Officer for permanent filing. A general ledger download shall be completed monthly and the information reviewed, uploaded and posted to the County's main general ledger system by the Finance Department. In the event that a user finds an error in an account number, they shall contact the Finance Director to make the necessary corrections. The Finance Department shall distribute financial reports to each department monthly.

2.7 **Competitive Purchases.** Authorized users shall attempt to ensure that all purchases are made at the best possible prices. Purchases shall be made in accordance with the following provisions:

- A. **Less than \$20,000. (Small Purchase)** Purchases may be processed without quotations. Award can be made without securing competition if the user determines that the price

received is reasonable. The user is not precluded from obtaining quotes from more than one vendor if the user suspects that the price is not reasonable or determines that it is in the best interest of the County.

- B. \$20,000 to \$59,999.99.** Written Quotes. Purchases shall be made by an authorized purchaser according to the best obtainable price provided at least three (3) bona fide written quotes are obtained on the offering vendor's official letterhead or quote form, or through an email, and submitted for approval to the Purchasing Director. Purchases may only be made after receiving approval. The Purchasing Director reserves the right to delay approval, to seek additional confirmation or information regarding any quote, and to request additional quotes be obtained. The Purchasing Director may procure services, construction or items of tangible personal property having a value not exceeding sixty thousand dollars (\$60,000) pursuant to the small purchase guidelines for the State of New Mexico (NMSA 13-1-125).
- D. \$60,000 and Above.** All purchases exceeding \$60,000 require formal solicitation procedures as specified by State regulations and shall be processed and executed by the Purchasing Director, through formal procedures. Such purchases must be approved in the current budget, and purchases not approved in the current budget require approval by the County Commission prior to advertising for bids. Bids may be rejected by the Purchasing Director or County Manager if they are in excess of budgetary limits, are non-responsive to specifications, or due to irregularities in the bid's specifications. Cooperative contracts are acceptable, so long as they have been vetted through a formal solicitation and are approved for use by the procuring agency and contractor/vendor.
- E. Written Quote Exceptions.** In the event there are not three (3) known vendors which have materials/services available, less than three (3) quotes are permissible provided the user attaches the quotes obtained and identifies, on the quote form or on separate attachment, the names of other vendors contacted who could not provide the materials/services. The Purchasing Director reserves the right to delay approval or to require three (3) quotes prior to approving a purchase.
- F. State or Federal Purchasing Contracts and Cooperative Bid Exceptions.** Quotations or bids are not required for purchases under this section. Purchases may be made providing the vendor is qualified under a valid State or Federal Purchasing Contract, or a valid cooperative procurement done by another State or local government agency, or other qualified organization. Any contract purchase must include appropriate authorization for Chaves County's use. Approval of the Purchasing Director is required for any contract purchases over \$20,000. The Purchasing Office shall keep hard or electronic copies of any contracts used for procurements of \$20,000 and over for a period of three years.
- Contract numbers must be identified on the purchase order or p-card statement, and a copy of the contract must be kept on file, either physically or electronically, for a period of three years.
- G. Bid Specifications.** Specifications should be written primarily to address the need of the County for a specific item to perform a specific function. Specifications written for purchases shall not be "closed or exclusive", or otherwise written in such a way as to intentionally favor or exclude a vendor. Reference to specific types or quality shall be followed by wording "or equal" and all specifications regardless of wording shall be

considered as "or equal". It shall be the authorized user's responsibility to ensure that all specialized technical aspects of specifications are correct and appropriate. It shall be the Purchasing Director's responsibility to review and ensure that all other provisions, procedures, and considerations are correct and appropriate, and to address any questionable unusual or inappropriate specifications prior to processing. The bidding process may be waived by the Purchasing Director in cases where a vendor has a State, Federal or other qualified Purchasing Contract.

H. Deliveries. All deliveries made under purchases done on behalf of Chaves County including all Fire Departments must be made to a County building. Deliveries other than to a County building are not acceptable.

2.8 Sole Source Purchase. A sole source purchase is permissible when there is only one vendor that can provide an item or service. The requesting department shall certify via memo that a good faith effort has been made to contact other vendors and that the item or service is the only source found to be available in the region. A sole source letter from the contractor, vendor, or manufacturer will not suffice for sole source determination. The service, construction or item of tangible personal property must be unique and this uniqueness must be substantially related to the intended purpose of the contract. The department may not circumvent this requirement by narrowly drafting specifications so that only one predetermined source will satisfy the specifications. Prior to approval of a sole source procurement, the purchasing office will:

- 1) Obtain a sole source memo and quote or proposal from the requesting department which must contain at a minimum:
 - a) the contractor's name and address
 - b) the amount and term of the contract
 - c) a detailed description of nature and quantity of the services, construction or items of tangible personal property to be procured

Following receipt of the certification form, the Purchasing Office will use diligence in determining the basis for the request and will review available sources and may consult further with the requesting department. If the Purchasing Office determines a sole source procurement is justified, it will provide the information to the State of New Mexico for posting on the State's Sunshine Portal and post notice of the intent to procure through sole source on the County's website for a minimum of 30 calendar days. After the notice has been posted for 30 days on both the Sunshine Portal and on the County's website, and providing no protests have been filed in relation to the posting, the Purchasing Director can make a determination in writing to allow the procurement. No procurement shall be made prior to these actions being completed.

2.9 Purchase of Inventory Items

All capital outlay and non-expendable supply purchases are considered inventory items. It is the responsibility of the department making the purchase to notify the Finance Department of all inventory item purchases. Notification shall be done within 30 days after purchase and may be done by providing a copy of the receipt for purchase, and may be sent via email, interoffice mail delivery or hand delivered. Fixed Asset procedures are specified in Sections V and VI of this Policy.

2.10 Procurement of Professional Services.

Professional services shall be procured as set forth in the New Mexico State Procurement Code.

- 2.11 Telephone Orders and Repairs.** All orders for new telephones, discontinuation of telephone services or telephone repairs (landlines) must be initiated through a work-order submitted to the County IT Office. Orders for new cellular phones and cellular phone repairs must be initiated through the Purchasing Department. Cellular contracts may be managed by the IT Director, Purchasing Director or Accounts Payable Finance Officer at the discretion of the County Manager. The cost of purchase for a cell phone is limited to \$100 or less. Any phone cost in excess of \$100 will be subject to the approval of the Public Services Director or County Manager and must be justified. At no time shall an employee go directly to a local provider for assistance or service related to cell phones without the authorization of the IT or Purchasing Director.
- 2.12 Personal Use Prohibited.** No purchases shall be made for the purpose of personal or private use.

SECTION III. NON-STANDARD, URGENT AND EMERGENCY PURCHASING PROCEDURES

- 3.1 Non-Standard, Urgent and Emergency Procedures: General Provisions.** The provisions of this section apply to all purchases except those purchases subject to the standard purchasing procedures specified in Section II of this Policy. Generally, this section includes all purchases which are justifiably urgent, are emergencies, due to insufficient time required for standard processing, or involve other non-standard procedures. It is the responsibility of the authorized user to ensure that all purchases made under provisions of this section are immediate and unforeseen. Questionable purchases shall be reported to and reviewed by the County Manager. Purchases that could have been reasonably pre-planned or anticipated shall not be considered as an emergency or urgent purchase.
- 3.2 Emergency Purchases.** Emergency purchases are permissible provided they are in accordance with the following provisions: An emergency purchase is permissible when there is an existing condition that creates a threat to public health, welfare, or safety such as may arise by reason of floods, epidemics, riots, equipment failures, or similar events. The existence of the emergency condition creates an immediate and serious need for procurement of items or services or construction that cannot be met through normal procurement methods and the lack of which would seriously threaten the functioning of government, the preservation or protection of property, or the health or safety of any person. An emergency condition must be determined by the County Manager with the consensus of at least three (3) County Commissioners.

All emergency purchases must be done through the Purchasing Office after approval is received to proceed. Within three business days of an emergency procurement, the Purchasing Office will provide the following information to the State of New Mexico for posting on the sunshine portal and on the County's website:

- a) the contractor's name and address
 - b) the amount and term of the contract
 - c) a detailed description of nature and quantity of the services, construction or items of tangible personal property procured
- 3.3 Remote or Off-Site Purchases.** Authorized users who are located within a remote or off-site area which physically hinders submitting purchase orders prior to the purchase shall utilize a Chaves County Purchasing Card whenever applicable or shall phone in requests for purchase orders to

either the Purchasing Director or the Fire Services Administrative Assistant.

- 3.4 **Open Purchase Orders.** For the purpose of this Policy, open purchase orders are purchase orders against which multiple billings will be submitted over a specific period of time. All open purchase orders shall be accompanied by any required applicable documentation. An open purchase order will be closed out at the end of the fiscal year. The open purchase order shall include an estimated total cost of all purchases anticipated during the specific period. Actual invoices for all purchases made using an open purchase order shall be submitted to the Finance Office upon receipt and the final invoice shall be marked **FINAL** to denote closing of the open purchase order.

- 3.5 **Petty Cash Purchases.** Petty cash funds are cash funds that are made available to offices or department heads for the purpose of making single cash purchases under \$25. A petty cash fund shall not exceed \$200 and must be approved by the County Manager on Form PD-8.

The Finance Director shall be responsible for establishing written safeguards, provisions, and procedures to insure appropriate accounting and maximum accountability for all petty cash funds. The Finance Director may at any time change the procedures for petty cash funds or eliminate a petty cash fund if deemed appropriate, and shall eliminate a petty cash fund in cases that procedure are not being reasonably followed or in cases where unnecessary or repetitious shortages/overages in funds occur. Petty cash funds are subject to audit by the County Manager or Finance Director at any time without notice.

Custodians shall be assigned to each individual petty cash fund and be held strictly responsible and accountable to the Finance Director for the appropriate management of the petty cash funds. All custodians shall be responsible for signing a copy of the Petty Cash Procedures and be knowledgeable thereof. Certified copies of updated Petty Cash Procedures shall be attached to and made a supplement of this Policy.

- 3.6 **Used Equipment and Item Purchases.** Used equipment purchases shall be made in accordance with Section 2.7 of this Policy to include the following provisions:

The County Manager is authorized to approve purchases of used equipment or items not to exceed the amount of funds appropriated *and approved in budget* for such purchases. ~~If the procurement is of a value greater than \$10,000, the County Manager must notify the Chairman of the Commission of the intent to purchase such equipment. If the Chairman does not agree with the County Manager's decision to purchase such used equipment, the purchase shall be formally approved by action of the County Commission prior to purchase. Used equipment or items with a price or estimated value of \$60,000 or more shall require bids as though the items were new, adding specifications that permit used items under conditions to be outlined in the bid specifications including but not limited to requiring a written warranty for at least ninety days after date of delivery, and an independent written appraisal by a qualified mechanic or appraiser.~~

- 3.7 **Special Funds.** Funds for specialized activities, such as special boards, undercover operations, inmate cash, etc., shall be specifically appropriated by the County Commission. The Finance Director shall be responsible for preparing written supplements establishing safeguards, provisions, and procedures to ensure appropriate accounting and maximum accountability for such funds. The office or department head shall be the custodian strictly responsible for the appropriate use of these funds. User departments shall designate custodian and alternate custodian of special funds. Monthly reports will be prepared. The office or department head shall sign for a copy of such written procedures, and certified copies of updated procedures shall be attached to and made

a supplement of this Policy.

- 3.8 End of Fiscal Year.** Special purchasing procedures shall be followed to ensure that State law and regulations and proper accounting procedures are followed to appropriately close out at the end of the fiscal year. *Purchasing Director will send out an official close out memo with end of year deadlines and procedures for proper close out.* Provisions are as follows:

- A. From ~~Designated Deadline by Purchase Director May 21st of Each Fiscal Year Through Year End:~~** No items that will be placed on inventory or tagged may be purchased using the Purchasing Card without prior ~~written~~ approval of either the County Manager, *Purchasing Director*, or the Finance Director.
- B. 30 Days Prior to Year Ending:** 30 days prior to the end of the fiscal year, purchase orders will be issued only for purchases in which invoices will be received within an estimated thirty (30) days, except as otherwise specifically approved by the Purchasing Director.
- C. 15 Days Prior to Year Ending:** There shall be no purchase orders issued or processed within 15 days prior to the end of the fiscal year except in extreme emergencies or as specifically approved otherwise by the Purchasing Director.
- D. 10 Days Prior to Year Ending:** Purchases made using the purchasing card shall be limited only to those items that are necessary to conduct business.
- E. Fiscal Year End:** Invoices presented for payment against prior fiscal year purchase orders and invoices dated in a prior fiscal year to be paid by P-card, *shall be paid with new fiscal year money. If the department head feels that they will need additional funds for this expense, they will have to request this adjustment as a local adjustment or Budget Adjustment Resolution to the finance director will be approved by resolution of the County Commission as a prior year purchase using current year funds. When the resolution is approved by the Department of Finance and Administration, such invoices will be processed.*

SECTION IV.

REIMBURSEMENT OF PUBLIC OFFICIALS AND EMPLOYEES FOR TRAVEL EXPENSES AND ATTENDING MEETINGS

4.1 Per Diem, Mileage and Other Travel Regulations

- A. Standard Per Diem Rates.** All Chaves County Public Officials and employees shall receive per diem for travel reimbursement that includes payment for lodging and meals unless they use a purchasing card, in which case no per diem can be claimed. Travel shall be paid pursuant to New Mexico State Statutes Section 10-8-4 and the New Mexico Administrative Code (NMAC) 2.42.2.

The Purchasing Director with approval from the County Manager shall have the authority to issue updated memorandums to adjust the per diem rates and reimbursements pursuant to changes and directives from the Department of Finance and the New Mexico Administrative Code (NMAC) 2.42.2.

- B. Out-of-State Travel.** *All out-of-state travel for employees excluded from section 4.1.C requires Commission approval for the designated travel. This approval must be provided either through budget justification or as an agenda item presented to the Commissioners.*

The approval must be attached to the travel voucher as proof of authorization.

- C. **Out-of-State Travel for Sheriff's *and Detention* Department.** Out-of-State travel for investigations and/or transportation and extradition of prisoners by Law Enforcement Officers shall be approved at the discretion of the Sheriff. *Out-of-State travel for medical and guard services or inmate transportation by Detention Personnel shall be approved at the discretion of the Warden.*
- D. **Actual Expenses In Lieu Of Standard Per Diem Rates.** Actual per diem expenses paid by a public official or employee that are greater overall than the standard per diem rate may be reimbursed provided the following conditions are met:
1. Advance approval by the County Manager or Elected Official.
 2. Documentation of paid receipts is required for all expenses and shall only be paid if incurred in the discharge of authorized County business.
 3. Payment for meals shall be consistent with NM State Statute (10-8-4 NMSA amended).
- E. **Standard Actual Expense Reimbursed.** Reimbursement will be made for standard actual expenses, other than per diem expenses, such as for taxi, airline or other transportation fares, parking fees, car rental, registration fees (not including lodging or meals), or the like provided such expenses are the most economically practical and are directly incurred in the discharge of authorized official County business.
- E. **Mileage - Private Conveyance - Reimbursement.**
- Public officials and employees of Chaves County shall be reimbursed for travel by private conveyance in the discharge of official duties pursuant to the NM State Statutes, section 10-8-4. Mileage shall be reimbursed at no less than 100% of the prior year IRS standard mileage rate. Mileage shall be reimbursed based strictly on distances shown on Google maps, in addition to not more than fifteen (15) miles per day for incidental travel.
- F. **Limitations To Travel Reimbursements.** Any person who is reimbursed in an amount that singly or in the aggregate exceeds one thousand five hundred dollars (\$1,500) in any one fiscal year shall not be entitled to further reimbursement until such person furnishes in writing to the County Commission an itemized statement on each separate instance of travel covered within such reimbursement, the place to which traveled and the purpose served by such travel as per 10-8-5.L, NMSA.
- G. **Tips.** ~~All meal expenses when traveling are limited to the standard per diem rates per the State of NM State Statute (10-8-4 NMSA.) Cost shall include tips. Tips shall be made in the amount of 20% of the total bill, unless service is less than satisfactory. At no time shall tips be made at more than 20% of the total. Tips are not permitted for any service, including meal services and/or transportation services.~~
- H. **Travel Advances.**
1. Advance payment of 80% of the estimated travel expenses for authorized travel may be made to an employee prior to travel provided the employee submits an appropriate written travel voucher to the Finance Office with sufficient time as

determined by the Finance Office to be included in the standard processing and approval of warrants.

2. Where a travel advance is made for a single trip, the officer or employee shall remit, within five days of return from the trip, a refund of any excess advance payment to the Finance Office. Refunds may, at the discretion of the County, be directly withheld from the employee's wages if such refund is not remitted within five days of return from the trip, without further approval or notice to the employee.
3. Travel advances for per diem and mileage cost will be calculated using the Standard Per Diem rate pursuant to the provisions of this Policy.
4. The Finance Director shall be responsible for establishing appropriate forms and procedures for travel advances as approved by the County Manager.

I. Travel Vouchers and Procedures for Administration.

Every request for travel reimbursement or travel advances of per diem, mileage, or other expenses authorized by provisions of this Policy shall be submitted on a travel voucher and shall be consistent with this Policy, State law, and the rules and regulations of the State Department of Finance and Administration.

It shall be the responsibility of the Finance Director to properly administer this section of the Policy consistent with its provisions and consistent with State laws and regulation.

- 4.2 **Compliance with D.F.A. Rule.** Any provision which is not addressed specifically in Section 4 of this Policy shall be in accordance with the most recent D.F.A. rule and New Mexico State Statutes relating to reimbursement of public officials and employees for travel expenses and attending meetings.
- 4.3 **County Procurement Cards (P-Cards)** P-cards are to be returned or destroyed upon termination or cancellation and must be used solely for permissible County business purposes. Travel P-cards must be assigned by the Purchasing Director. Travel cards shall be returned to the permanent custodian within 48 hours or less of employee's return from travel. Employees traveling shall use the p-card assigned to them for all purchases and shall not put travel expenses of other employees on their card unless prior permission is granted by the Purchasing Director or Finance Director to combine expenses.
- 4.4 **Prisoner Transports and Guard Services** Exceptions to policy regarding meals eligibility without overnight lodging may be authorized by the County Manager for employees transporting inmates/prisoners or performing guard services for inmates/prisoners off-site.

SECTION V: FIXED ASSETS - ADMINISTRATION & RESPONSIBILITY

- 5.1 **General Purpose.** The purpose of this Policy is to establish order, system, and process for the administration, processing, recording, and accountability of County fixed assets.
- 5.2 **Definition of Fixed Asset** - Capitalized Property, and Non-Capitalized Property. For the purpose of this Policy, a fixed asset is any property or material that has been classified as a valuable item. There are ~~three~~ ~~two~~ separate and distinct categories of fixed assets:

- A. Capitalized Fixed Asset is any property or material item that has a value over \$5,000; and an expected useful life which exceeds one year and which will not lose its identity even if installed in other equipment. Capitalized property will be placed in the permanent fixed asset inventory control records and recorded in the general ledger.
- B. Non-Capitalized Fixed Asset is any property or material item that has a value under \$5,000; and an expected useful life which exceeds one year and which will not lose its identity even if installed in other equipment. Non-capitalized Fixed Assets will be placed in the non-capitalized inventory control records and are not recorded in the general ledger. A listing of non-capitalized equipment classified as sensitive is provided in paragraph 6.12 below.
- C. Fixed assets require tagging for control purposes.
- D. Capital Bulk Asset Purchases is when there is a single transaction purchasing multiple identical assets and meeting the capitalization threshold of \$250,000. In accordance with GASB guidelines, all capital bulk asset purchases must be recorded as long-term assets and depreciated over their useful life. Each asset within a bulk purchase will be evaluated individually to determine whether it meets the criteria for capitalization, including whether it has a useful life of more than one year and a cost that exceeds the established capitalization threshold. This capital bulk asset will be placed in the fixed asset inventory and recorded in the general ledger along with its determined yearly depreciation.*

5.3 Administrative Responsibility. The Finance Department is assigned the general responsibility for the administration, processing, recording and accountability procedures and provisions for fixed assets in accordance with this Policy and in accordance with the most current generally accepted management techniques; all provisions of law; all applicable Federal, State and County policies and procedures; and as otherwise deemed appropriate by the County Manager. The County Manager shall be authorized to issue any supplement consistent with this Policy deemed necessary to administer, manage, or clarify this Policy.

Annual Fixed Asset Resolution

- A. **Physical Inventory.** Each Elected head will be given an inventory list for their respective department once a year. The department head is responsible to verifying and submitting a certified statement indicating that a complete, on-site inventory of all fixed assets under their supervision has been completed in the following manner:
 - 1. A physical check that each item in their possession is included on the departmental inventory list; and
 - 2. All items on the departmental inventory list are present and accounted for.
- B. **Review and Approval of Fixed Assets Inventory.** The Finance Department shall reconcile the certified physical inventory, specifying any changes or differences in the fixed assets, and submit a report to the County Commission for review and approval.

5.4 Custodian Responsibility. It shall be the responsibility of the Elected Official or department head designated as Custodian of any County fixed assets to ensure the appropriate care, safeguard, location, maintenance, and security of those fixed assets, and to insure that all fixed assets assigned

or otherwise under their responsibility are purchased, received, processed, and otherwise managed in accordance with this Policy and supplements thereof. Custodians shall assume full responsibility for all fixed assets assigned.

Change in Custodian Responsibility. At the time of a change of Elected Official or department head, the Finance Office shall conduct a physical inventory of fixed assets assigned to that custodian to ensure that all fixed assets are present and accounted for. The County Commission shall review the items found to be missing, lost, or stolen prior to release of final payroll to the affected Elected Official or department head. An interim custodian, usually the second in command, shall be assigned custodial responsibility until the new Elected Official or department head assumes responsibility. The incoming Elected Official or department head shall then be responsible to complete a physical inventory for the fixed assets assigned to his/her department and certify that it has been reconciled to the physical inventory performed by the Finance Office.

5.5 Knowledge of Provisions. A copy of this Policy and all supplements shall be given to each designated custodian who shall sign for and be required to be knowledgeable about, understand, and comply with the provisions of this Policy.

5.6 Enforcement. Actions that appear to be a violation of this Policy shall be reviewed by the County Manager and if determined to be a violation shall be submitted in a monthly report to the County Commission to be considered at a public meeting for disposition.

SECTION VI: FIXED ASSETS - PROCESSING PROCEDURES

6.1 Purchasing Fixed Assets. Fixed assets shall be purchased in accordance with the provisions of section II. All fixed asset purchases shall be noted as such on the purchase order or p-card statement.

6.2 Fixed Assets Requiring Commission Approval and Exceptions. All fixed asset purchases listed under the justification sheets with County Budget, will be approved upon the approval of the final budget.

6.3 Verification. The Purchaser shall determine if it is a fixed asset according to paragraph 5.2. If it is determined as a fixed asset, it shall be verified that it is a budgeted item.

6.4 Initial Processing and Notice to Custodian. After appropriate verification and approval, the fixed asset shall be processed as a purchase and, in addition, a copy of the receipt and invoice of the fixed asset should be emailed to the Finance Department through e-mail or inter-department mail. A notice shall be sent by the Finance Office to the purchasing custodian that the purchase is a fixed asset and that upon receipt of the invoice or the fixed asset by the office or the department receiving the items, the Finance Office shall be immediately notified so that the fixed asset can be processed for payment, appropriately recorded, and tagged.

6.5 Receiving of Fixed Assets. It shall be the responsibility of the purchaser to notify the Finance Office immediately upon receipt of a fixed asset or invoice as required and the following actions shall be implemented.

A. Fixed Asset Record Form. Upon processing a fixed asset purchase, a Fixed Asset Record Form shall be completed by the Finance Department and shall be attached to the purchase order and placed in the Fixed Asset Pending File. Upon receipt of the invoice and verification of acceptability by the receiving office or department the invoice will be processed for payment. The form will then be completed by the Finance Department to include but not be limited to:

1. Descriptive information identifying the item as required by the form;
2. Certification by Custodian that the item is in the custody and possession of the office or department and that the Custodian accepts full custodial responsibility for the item;
3. Specific location of the item, or if mobile, the base location, and
4. Serial numbers, estimated life, vendor name, and all other information on the form.

B. Verification of Fixed Asset Record Form The Finance Director shall be responsible for verifying by signature that the form is complete and has all appropriate information and signatures.

6.6 Recording of Fixed Asset. The fixed asset shall be entered by the Finance Office into the computer fixed asset data file to include all pertinent information and data required and as otherwise deemed appropriate by the Finance Director or County Manager. In addition, it shall be the responsibility of the Finance Director to appropriately update and maintain a permanent Fixed Asset Record File to include the following for each fixed asset after the effective date of this Policy:

- A. Copy of the purchase order or p-card report;
- B. Original of the Fixed Asset Record Form;
- C. Copy of the invoice;
- D. Copy of the approved voucher for payment;
- E. Copies of all warranties, specifications, contract, agreements, or other pertinent applicable documents.

6.7 Transfers of Fixed Assets and Custodian. A Fixed Asset Disposal Form shall be completed and approved by the Finance Director prior to transfer of any fixed asset from the location approved by the Annual Fixed Asset Resolution specified in Section 5.4 of this Policy.

- A. **Permanent Transfers.** Custodians shall assume full responsibility for all permanent transfers of fixed assets to their location and shall be held fully accountable for the fixed asset while in their possession. All permanent transfers shall be recorded on a Fixed Asset Disposal Form designated in the annual fixed assets resolution as specified in Section 5.4 of this Policy. The original transfer form shall be filed in the Fixed Assets Record File.
- B. **Temporary Transfers.** Custodians shall assume full responsibility for all temporary transfers of fixed assets to another location and/or to another custodian and shall be fully accountable for the fixed assets while in the possession of a different office or department. A form may be filled out by the loaning and borrowing custodians and approved by the Finance Office to transfer full responsibility to the borrowing custodian upon mutual approval and signatures of the custodians. Transfers back to the original custodian, in such

cases, shall require approval on the form by the Finance Office for return of the fixed asset.

- 6.8 Disposal of Fixed Assets or County Property.** Disposal of fixed assets and/or County property shall be in accordance with all applicable laws and there shall be a Fixed Asset Disposal Form approved by the Finance Director prior to disposal of any item. Normally, disposal of fixed assets and County property require that the item be auctioned or as otherwise required by New Mexico State Statutes. However, it shall be the responsibility of the Finance Director to ensure that all fixed assets and County property are disposed of appropriately and legally upon notice of intent to dispose by an office or department. It is the responsibility of the office or department custodian to notify the Finance Department of intent to dispose of any item. All revenues received for disposal of items shall revert to the general fund except for special revenue funds or as otherwise required by law or State regulations.
- 6.9 Property - Missing, Lost or Stolen.** It shall be the responsibility of each custodian to report to the Sheriff's Department immediately any capitalized asset that has been discovered to be missing, lost, or stolen. A PD-16 Form shall then be completed and forwarded to the Finance Department along with a copy of the Sheriff's Incident Report. At the end of the fiscal year or at the time of a change in custodian, a notarized Missing Property Status Report (PD-17) must be submitted to the Finance Director along with a Property Status Form (PD-18) indicating all items known to be missing, lost, or stolen. The County Commission will act as a review board and each custodian must explain the disposition of each item in order for these items to be permanently removed from the Chaves County Fixed Asset Records.
- 6.10 Inventory Control and Annual Inspection.** It shall be the responsibility of each custodian to appoint an inventory officer to inspect and oversee the office or department inventory and to insure that the inventory is appropriately protected, safeguarded, maintained, and repaired, and is physically inspected, present, and accounted for and certified annually as required by the Annual Fixed Asset Resolution in Section 5.4 of this Policy. The Finance Office may conduct random physical inventory of certain items to verify that the computerized fixed asset file contains accurate information.
- 6.11 Inventory Location Code and Index.** It shall be the responsibility of the Finance Department to update and maintain an Inventory Location Code Index that shall include but not be limited to a listing of all County-owned buildings and County-owned properties by code number.
- 6.12 Sensitive Item Listing.** Certain equipment may be classified as sensitive and controlled on inventory as non-expendable items if determined advantageous by the County. Following is a list of items that may be considered controlled inventory items, but is not limited. Items not listed may be required to be controlled on inventory at the discretion of the County at any time.

Binoculars	Dashboard Cameras	Communications
Radios Computer Towers	Monitors	
Lawn Mowers	Printers / Scanners	
Television Sets	DVRs	Laptops / Tablets

SECTION VII: CAPITALIZATION & INFRASTRUCTURE RECORDING

- 7.1 Definition and Purpose.** All county network systems, equipment, buildings and land with an initial cost of \$10,000 or more shall be capitalized and reported in the annual budget report for the

purpose of complying with Generally Accepted Accounting Procedures.

7.2 Capitalization Categories. The categories that fixed assets will be divided into for the purpose of capitalization include:

- A. Land
- B. Buildings
- C. Improvements
- D. Machines and Mobile Equipment
- E. Equipment
- F. Infrastructure (subcategories listed in 7.3)

7.3 Infrastructure Categories. The Infrastructure Category is further divided into five subcategories as follows:

- A. Major Road System (Paved/Chip & Seal Roads)
- B. Currently Maintained Roads (i.e. dirt, gravel)
- C. Not Currently Maintained Roads
- D. Bridges
- E. Other (Cattle guards and Culverts)

7.4 Infrastructure Reporting by Subcategory.

- A. **Paved/Chip and Seal Roads** – The Road Department shall determine a dollar value for one mile of Paved/Chip and Seal Road. This value will be calculated using the previous year's actual salary and benefit costs to determine labor cost, New Mexico Department of Transportation force account hourly rates to determine equipment costs and current actual material costs. These costs will be applied to a typical chip sealed roadway, 24 feet in width, and calculated for a one mile segment. The total value for a one mile segment of Paved/Chip Sealed Road shall be multiplied by the number of miles of Paved/Chip Sealed Road. Annual additions or deletions shall be calculated utilizing the most current year-end costs.
- B. **Maintained Roads (unpaved)** – The Road Department shall determine a dollar value for one mile of Maintained Road (unpaved). This value will be calculated using-current actual material costs, New Mexico Department of Transportation force account hourly rates to determine equipment costs and current-actual material costs. These costs will be applied to a typical maintained but unpaved roadway, 28 feet in width, and calculated for a one mile segment. The total value for a one mile segment of Maintained Road shall be multiplied by the number of miles of Maintained Road. Annual additions or deletions shall be calculated utilizing the most current year-end costs.

- C. **Not Currently Maintained Roads** – The total miles of not currently maintained roads will be recorded for control purposes; however, no value will be assigned.
- D. **Bridges** - The value of the bridges in the Road Network shall be supplied to the Finance Office by the Road Department.
- E. **Other** - The value of the cattle guards and culverts and other capital assets in the Road Network shall be supplied to the Finance Office by the Road Department.

7.5 **Appreciation/Depreciation of Fixed Assets** The Appreciation and Depreciation of Capital Assets shall be determined as follows for each category:

- A. **Land** - There is no requirement to allocate depreciation expense on capital assets in this category.
- B. **Buildings** - Depreciation in this category will be a straight line. Depreciation is based on a life expectancy of forty (40) years.
- C. **Improvements** - Depreciation in this category will be a straight line. Depreciation is based on the appropriate life expectancy depending on the category of the improvement.
- D. **Machines and Equipment** - Depreciation in this category will be a straight line. Depreciation determined by the following schedule:
 Vehicles (1 ton and under) - 5 years
 Vehicles (over 1 ton) - 10 years
 Off road equipment - 15 years
 Fire Department Pumpers - 25 years
 Fire Department Tankers - 30 years
- E. **Equipment** - Depreciation in this category will be a straight line. Depreciation based on a life expectancy of 5 years.
- F. **Infrastructure** - As long as infrastructure assets are maintained within their assigned subcategories, roads, bridges and other assets shall be adjusted based on the most current annual costs calculations.

7.6 **Annual Review.** Each year the value of Capital Assets shall be reviewed and recalculated in preparation for the year end close-out.

SECTION VIII: FORMS

8.1 **Standardized Forms.** Listed below are the standardized forms used for the processing of this Policy are as follows:

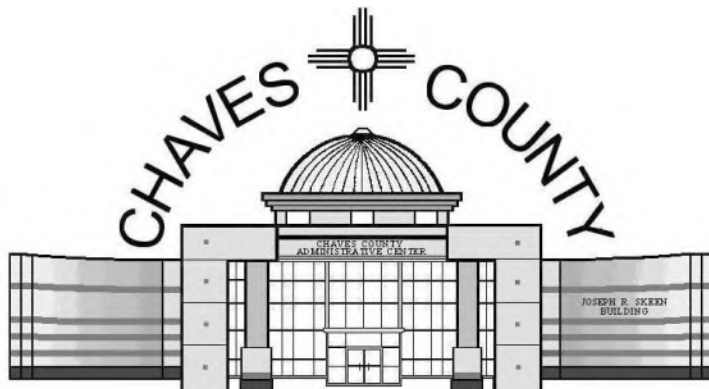
- A. **Authorization Form.** This form is used by purchase users authorizing personnel in their respective departments to sign purchase orders, utilize County Purchasing Cards and authorize payments.
- B. **Purchase Order.** The purchase order is supplied to the authorized user and is initiated pursuant to Section 2.2 and is the official document authorizing a purchase as per Section

2.3. The white copy is the original document which must be given to the vendor; the blue and yellow copies are for the Purchasing and Finance Department's use. The green copy is for the user department's records.

- C. Request for Reimbursement of Petty Cash.** This form is used in compliance with Section 3.4 and supplements thereof and is used to request reimbursement for expenses from Petty Cash Funds.
- D. Report of Overage/Shortage in Petty Cash Fund.** This form is used in compliance with Section 3.4 and supplements thereof to report any discrepancies in the Petty Cash Fund.
- E. Custodian Statement of Responsibility.** This form is used in compliance with Sections 3.4 and 3.6 and supplements thereof and designates the custodian and his responsibility regarding Petty Cash and Special Funds.
- F. Special Funds Report of Activity.** This form is used in compliance with Section 3.7 as a monthly report summarizing the activities of special funds.
- G. Special Funds List of Expenditures.** This form is used in compliance with Section 3.7 as a monthly report detailing the expenditures of special funds.
- H. Travel Voucher.** The travel voucher is used in compliance with Sections 4.1 H and I and must be completed upon return from travel status.
- I. Fixed Asset Record Form.** This form is used to document the addition of a new fixed asset to the inventory in compliance with Section 6.5.B.
- J. Fixed Asset Disposition Form.** This form is used to document the disposition and/or disposal of a fixed asset in compliance with Sections 6.7 and 6.8 and supplements thereof.
- K. Missing Property Status Report.** This form is used in compliance with Section 6.9 certifying item(s) which are missing from inventory.
- L. Property Status Form.** This form is used in compliance with Section 6.9 detailing each item which is reported missing.
- M. Travel P-card Assignment Form.** This form is used in compliance with Section 4.3 of this policy.

8.2 Revision of Forms. All standardized forms as specified in this Policy may be changed as deemed appropriate by the County Manager.

SUPPLEMENT A



Chaves County Purchasing Card Program

Policy and Procedures Manual

Revised November 1, 2007

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INTRODUCTION

Welcome to the Chaves County Purchasing Card Program!

The purpose of the Purchasing Card Program is to streamline and simplify the requisitioning, purchasing and payment process for small dollar transactions. The Program is designed to shorten the approval process and reduce the paperwork of procurement procedures such as purchase orders, petty cash, check requests and expense reimbursements. The goal of the Program is to:

- reduce the cost of processing small dollar purchases
- receive faster delivery of required merchandise
- simplify the payment process
- provide cardholders with empowerment to choose!

This reference guide will provide you with the particulars of the Program, including general guidelines, reconciliation and record keeping procedures, and customer service information. **It is important to read the following information carefully, as you will be responsible for adhering to the company-established policy and procedures.**

As with any new process, it is difficult to anticipate every question or issue that may arise. The pilot phase is intended to surface procedures, issues or hurdles that may be encountered in using the Card. The feedback will give us an opportunity to refine our policies and procedures.

If you have any additional questions, please contact your manager or your Purchasing Card Administrator:

Analicia Nieto, Purchasing Director

Manager's Suite, County Administration Center

Phone: 624-6615

E-mail: ana.nieto@chavescounty.gov

General Guidelines

Card Issuance:

Cardholders must be designated annually in writing by the Department Head to be able to utilize a County Purchasing Card. By signing for receipt of this policy, you have agreed to adhere to the guidelines established herein. Most importantly, you are the only person entitled to use the card and the card is not to be used for personal use. As each purchasing card is linked to a specific cost center and individual employee, the card cannot be transferred from one employee to another. When utilizing travel cards, form PD-19 must be completed and a copy forwarded to the Purchasing Office.

Upon receipt of your Visa Purchasing Card, you will need to activate the account by calling the toll-free number printed on the card. For verification purposes, you will be asked to provide a piece of information, which is your employee number. If you do not know your employee number, contact the person in your department who processes your payroll or call the payroll office at 624-6546. Although the card will be issued in your name, your personal credit history will not affect your ability to obtain a card. The county is responsible for payment of all purchases.

Account Maintenance:

If there's a need to change any information regarding your account, such as mailing address or expense accounting code, please contact your Purchasing Card Administrator.

Card Usage:

The Visa Purchasing Card can be used at any merchant that accepts Visa, except as the county otherwise directs. It may be used for in-store purchases as well as phone, fax or mail orders. There is no special terminal or equipment needed by the Visa merchant to process a purchasing card transaction.

In order to comply with state procurement regulations, items ordered via mail, phone, or otherwise that are not shipped immediately should not be charged until they are shipped. To avoid charges for items on backorder, discuss the issue with the vendor or consider an alternate method of payment (purchase order, invoice, etc.).

When using the Visa Purchasing Card with merchants, please emphasize that an invoice must not be sent as this may result in a duplicate payment. For phone, fax and mail orders, please instruct the merchant to send a receipt only. This receipt must be retained for your records.

Not all of your suppliers will accept Visa. However, as purchasing card programs become more and more popular, vendors will want to accommodate their customers by accepting Visa as a method of payment. If you have a vendor who does not accept Visa, please contact your Purchasing Card Administrator. Your administrator will work with the issuing Bank to communicate our desire, and the benefits, of accepting Visa. Alternatively, you may advise the vendor to contact its local bank for details of becoming a Visa member. It will be to our benefit, and the success of the program, if as many suppliers as possible are Visa merchants.

Limitations and Restrictions:

You have been assigned a credit limit to your card. There also is a single transaction limit placed on your card, which means your card will be declined if you attempt to purchase more than this set amount at one time. Do not split a purchase to avoid the single transaction limit. Splitting of a purchase to circumvent purchase regulations is a violation of NM State law and anyone found doing such will be subject to criminal penalties and disciplinary action. If you believe the single transaction limit will inhibit optimum usage of the Program, please discuss this with your manager.

In addition to the single transaction limit, every cardholder has a total dollar limit assigned to his/her account. As limitations vary by cardholder, please discuss the limit with your respective manager. If you believe your monthly limit to be insufficient for your requirements, and your manager agrees, your manager must contact the Purchasing Card Administrator to request to have your limit(s) increased. The Purchasing Director has the right to deny or approve any limit increases requested.

Cardholders must remain aware of the Chaves County Purchasing Policy and the requirements stated therein.

The Visa Purchasing Card Program also allows for Merchant Category blocking. If a particular Merchant Category is blocked (e.g., jewelry stores), and you attempt to use your card at such a merchant, your purchase will be declined. Management has made an effort to ensure that the vendors/suppliers used during the normal course of business are not restricted. If your card is refused at a merchant where you believe it should have been accepted, you should call your Purchasing Card Administrator to determine the reason for refusal. Depending on the result of your inquiry, you may want to discuss the issue further with your manager. He/she is empowered to advise the Purchasing Card Administrator to modify the restrictions on your use of the Purchasing Card.

IMPORTANT: All requests for changes in limitations and restrictions must be made through your Department Head and the Purchasing Card Administrator.

Lost or Stolen Cards:

You are responsible for the security of your card and any purchases made on your account. If you believe you have lost your card or that it has been stolen, immediately report this information to the issuing bank's Customer Service Department. **Immediately after reporting to Customer Service, you must inform your Purchasing Card Administrator.** It is extremely important to act promptly in the event of a lost or stolen card to avoid county liability for fraudulent transactions.

As with a personal charge card, you will no longer be able to use the account number after notifying the bank. A new card should be issued within 48 hours of notice to the bank.

Authorized Purchases:

The Visa Purchasing Card Program is designed to work under the guidelines and regulations set forth by the Chaves County Purchasing Policy. Any purchase under the amount of \$10,000 may be made with the card, if eligible. Single purchases greater than \$10,000 may be authorized by a Program Administrator. The Purchasing Director reserves the right to set a cardholder's single purchase limit to any amount up to \$10,000, depending on the cardholder's scope of purchasing responsibility and any other factors.

Credit Card Fees – Cardholder's may be subject to credit card fees passed on by merchants. The credit card fees are requested to be avoided for all opportune transactions. If purchase orders are accepted by the merchant, then the cardholder must process the transaction via Purchase Order. If the fee is unavoidable, the max fee allowable via credit card is capped at \$100 per transaction, unless otherwise approved by the Purchasing Director. A transaction cannot be artificially divided to meet requirements.

Unauthorized Purchases:

- Items for personal use
- Capital outlay - Purchasing Director Only may purchase or authorize the purchase of capital outlay items

As with any county purchase, the card is not to be used for any product, service or with any merchant considered being inappropriate for company funds.

Failure to comply with the above guidelines for authorized purchases under the Visa Purchasing Card Program may result in disciplinary action, cancellation of your card privileges, and possible termination of employment.

Reconcilement and Payment:

Unlike personal credit cards, the Visa Purchasing Card Program is handled as county liability. Your personal credit history has not been taken into account when a card has been issued in your name.

The County is responsible for paying the Program invoice(s) each month. You are not responsible for payment under your account.

Each month you will print out a statement. The statement will reflect the transaction date, supplier/merchant name and the total amount of the purchase. The statement can be accessed through the internet. You can also access your account during the month to check your purchases and make sure that you have all the receipts to date.

You are responsible for the following:

- retaining all receipts for items purchased under the Program.
- ensuring all transactions posted are legitimate purchases made by yourself on behalf of the county.
- ensuring that tax-exempt purchases are not taxed
- monthly reconciliation of all purchases made by you and/or others for which you are a proxy reconciler or approver.

Receipt Retention/Record Log:

It is a requirement of the program that you keep all receipts for goods and services purchased. For orders placed via phone, fax or mail, ***you must request a receipt***, detailing merchandise price, sales/use tax, freight, etc. be included with the goods mailed/shipped. (Note: a merchant should not reject this request, as it is a Visa policy}. ***It is extremely important to request and retain purchase receipts***, as this is the only original documentation. Please remember that Chaves County is tax exempt on all tangible goods except for certain construction projects. Services and rentals are taxable.

As purchasing card records will be audited monthly, it is essential to adhere to the above record keeping guidelines.

Reconciliation of Purchases:

It is your responsibility to check your statement and ensure all the transactions posted are legitimate transactions made by yourself. If everything is in order, attach the receipts, sign the statement and forward it to your designated approver for review and approval. It is required that departments retain a copy of each complete statement submitted.

Disputed or Fraudulent Charges:

Disputed Charges: If there is a discrepancy between your record log and your statement, it is imperative that the issue is addressed immediately! Depending on the type of discrepancy, you will need to contact the merchant and your Program Administrator to resolve the disputed transaction.

If you believe the merchant has charged you incorrectly or there is an outstanding quality or service issue, **you must first contact the merchant and try to resolve the error or problem.** If you are able to resolve the matter directly with the merchant, and the error involved an overcharge, a credit adjustment should be requested and receipt of the credit verified.

If the merchant disagrees that an adjustment is necessary, immediately **notify the Purchasing Director. The Purchasing Director will work with the merchant and the bank on your behalf in an attempt to resolve the disputed charge.**

Fraudulent Charges: Any fraudulent charge (i.e., a charge appearing which you did not authorize) **must be reported immediately** to your Purchasing Card Administrator. Prompt reporting of any such charge will help to prevent the company from being held responsible.

In the event the Purchasing Card Administrator is not available, please report any fraudulent charge to the the issuing bank's Fraud Department. Upon report of fraud, the card affected will be immediately terminated and a new card with a different number will be issued within 48 hours of notification.

Sales and Use Tax:

Merchants are required by tax authorities to include the applicable sales or use tax at the time of purchase. The amount of tax is dependent on a variety of factors including the state, county and city where the goods are purchased.

Chaves County is not required to pay sales tax on tangible goods except for construction project materials. Services and rentals are taxable. It is the responsibility of the cardholder to inform the vendor if a purchase should be processed without tax. Please contact the Purchasing Director if the vendor requires proof of non-taxable status. The County's State Tax Number (also referred to sometimes as a "Tax Exempt Number") is embossed on the bottom of all cards. This number is for the vendor's reference and does not guarantee that the purchase will be charged tax free.

Questions regarding this policy and any other questions concerning tax issues should be addressed to your Purchasing Card Administrator.

Termination of Card Privileges

Card privileges may be terminated for the following reasons:

- Termination of employment – upon employment termination cardholder shall immediately return card to their department head or directly to a Program Administrator.
- When use of the card causes budgetary limits to be exceeded without prior authorization from the Finance Director or County Manager.
- Misuse of the card in any manner not consistent with this policy.

Common Questions and Concerns:

• Why did the county decide to participate in a Purchasing Card Program?

Like most companies today, we are exploring ways to streamline processes and reduce costs. Frequently the expenses incurred to process a small dollar purchase can run as high as the price of the item itself.

With a Purchasing Card, many of the typical purchasing steps should be eliminated including, generating a requisition, preparing a purchase order, matching a packing slip to a purchase order, matching invoices with purchasing requisitions, individual payments of invoices, etc.

• What is the procedure when I pay for something with my Purchasing Card?

Essentially, the process is the same as when using your personal credit card. You must always ask for a receipt for your records, particularly for phone, fax and mail orders.

• Are there any restrictions associated with the use of my Card?

Yes, in addition to our county policy stating the type of products you can buy other controls and limits may be placed on your card including:

- a monthly dollar limit
- a daily dollar limit
- a "per transaction" dollar limit
- "blocked" merchant categories

Please see your manager or Purchasing Card Administrator for your specific restrictions.

• What should I do if a supplier does not accept the Purchasing Card?

Any purchase not done by purchasing card may be done by purchase order. In addition, please contact your Purchasing Card Administrator and provide him/her with the supplier's name, address and phone number.

• How will I know if the County is getting billed correctly for the purchases I have made?

You will print out a monthly cardholder statement listing all the purchases made and credits received in the previous month. This statement is for your review and allows you to reconcile your purchases. You must review the statement in a timely manner as any disputed or fraudulent transactions must be reported in a timely manner.

• How will my monthly Purchasing Card bills be paid?

You are not responsible for the payment of your Purchasing Card bills. The monthly statement you print out is for your review only. After the receipts are attached and the statement has been approved, the County will make one monthly payment covering Purchasing Card expenses for all county employees using the card.

- **Who in our company may I talk to if I have questions?**

We have designated the following positions as Purchasing Card (PCA) Administrators: the Purchasing Director and any employees he/she designate to be Program Administrators. The PCA should be contacted for any questions you have regarding limits, usage and other issues.

Only the PCA has the authority to change any existing information or restrictions to a cardholder's account.

- **What should I do if I have a problem associated with something I bought with my Purchasing Card?**

Please refer to the "Disputed or Fraudulent Charges" section of this guide for complete details. It is extremely important that you address these items immediately.

- **Once I receive the card, can I begin using it immediately?**

Once you receive your card, you will be instructed to call the issuing bank and provide certain information to activate the card. They may request the last four digits of your social security number. You only need to give them your four digit County employee number NOT your social security number. This procedure ensures a secure card issuance process and helps to prevent fraud.

- **What should I do if my card is lost or stolen?**

It is extremely important to call the issuing bank immediately in the event your card is lost or stolen. You must also notify your Purchasing Card Administrator.

- **Can another employee utilize my card for purchases?**

Each Purchasing Card will be embossed with the individual employee's name with the exception of Travel Cards. The employee is responsible for the proper use of his/her card. At no time should another individual utilize your Purchasing Card.

- **Can the Purchasing Card be used out the United States?**

Yes, the Purchasing Card is accepted worldwide wherever Visa is accepted. Purchases can be made in any currency and billed in U.S. Dollars. The currency, as well as the foreign exchange rate utilized, is stated for each transaction on your statement.

- **What should I do if I need to change my purchase limits?**

Please contact your Purchasing Card Administrator.

SUPPLEMENT B

RESOLUTION R-11-018

BK 678 PG 700

CHAVES COUNTY FRAUD POLICY

At a regular meeting of the Board of Chaves County Commissioners held on April 21, 2011 the following was among the proceedings:

WHEREAS, staff is seeking approval of the Chaves County Fraud Policy; and,

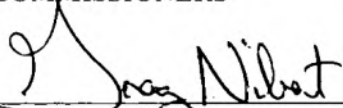
WHEREAS, the Fraud Policy will aid Chaves County by strengthening the internal controls; and,

WHEREAS, the fraud policy will help management in the detection and prevention of fraud and misappropriations and,

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF COUNTY COMMISSIONERS, CHAVES COUNTY, STATE OF NEW MEXICO, hereby approves the Chaves County Fraud Policy.

Done at Roswell, New Mexico, this 21st day of April 2011.

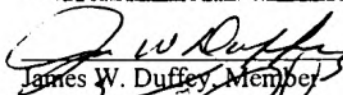
**BOARD OF CHAVES COUNTY
COMMISSIONERS**



Greg Nibert, Chairman

TELEPHONIC APPROVAL

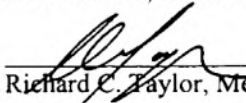
Kyle D. "Smiley" Wooton, Vice-Chairman



James W. Duffey, Member

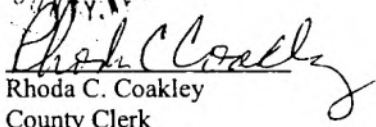


Kim Chesser, Member



Richard C. Taylor, Member





Rhoda C. Coakley
County Clerk

Resolution R-16-026
CHAVES COUNTY PURCHASING POLICY

Whereas, on the 10th of March, 1983 the Chaves County Board of Commissioners formally adopted the Chaves County Purchasing Policy, and

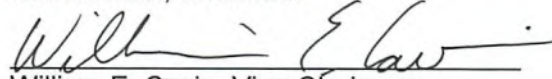
Whereas, the purchasing policy has been revised and updated to better serve the County and to remain compliant with the State of New Mexico Procurement Code.

Now, therefore, the Board of Chaves County Commissioners resolves that the effective date of the revised policy is July 28, 2016.

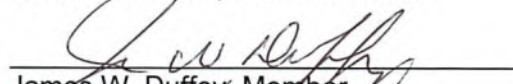
BOARD OF CHAVES COUNTY COMMISSIONERS



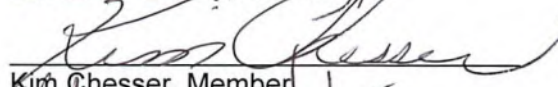
Robert Corn, Chairman



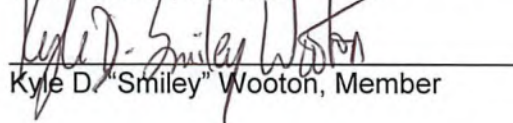
William E. Cavin, Vice-Chairman



James W. Duffey, Member

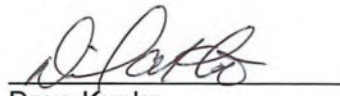


Kim Chesser, Member



Kyle D. "Smiley" Wooton, Member

ATTEST:



Dave Kunko
County Clerk

POLICY

Management is responsible for the detection and prevention of fraud, misappropriations, and other irregularities. Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Each member of the management team will be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of irregularity.

Any irregularity that is detected or suspected must be reported immediately to the County Attorney who coordinates all investigations with the Legal Department and other affected areas, both internal and external.

ACTIONS
CONSTITUTING
FRAUD

BK 678 PG 703

The terms defalcation, misappropriation, and other fiscal irregularities refer to, but are not limited to:

- Any dishonest or fraudulent act
- Misappropriation of funds, securities, supplies, or other assets
- Impropriety in the handling or reporting of money or financial transactions
- Profiteering as a result of insider knowledge of County activities
- Disclosing confidential and proprietary information to outside parties
- Disclosing to other persons securities activities engaged in or contemplated by the County
- Accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to the County.
Exception: Gifts less than \$50 in value.
- Destruction, removal, or inappropriate use of records, furniture, fixtures, and equipment; and/or
- Any similar or related irregularity.

OTHER
IRREGULARITIES

BK 678 PG 704

Irregularities concerning an employee's moral, ethical, or behavioral conduct should be resolved by departmental management and the Human Resources Department.

If there is any question as to whether an action constitutes fraud, contact the Director of Finance for guidance.

INVESTIGATION
RESPONSIBILITIES

The Investigative Unit has the primary responsibility for the investigation of all suspected fraudulent acts as defined in the policy. If the investigation substantiates that fraudulent activities have occurred, the Investigative Unit will issue reports to appropriate designated personnel and, if appropriate, to the Audit Committee.

Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with legal counsel and senior management, as will final decisions on disposition of the case.

TERMINATION

BK 678 PG 707

If an investigation results in a recommendation to terminate an individual, the recommendation will be reviewed for approval by the designated representatives from Human Resources and the Legal Department and, if necessary, by outside counsel, before any such action is taken. The Investigative Unit does not have the authority to terminate an employee. The decision to terminate an employee is made by the employee's management.

ADMINISTRATION

The County Attorney is responsible for the administration, revision, interpretation, and application of this policy. The policy will be reviewed annually and revised as needed.

APPROVAL


(County Manager)

Date

STATE OF NEW MEXICO, COUNTY OF CHAVES
FILE FOR RECORD MAY 18, 2011 AT 04:09 O'CLOCK PM
R-11-018 Pages 8
Rhoda C. Coakley, County Clerk

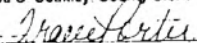
NC



STATE OF NEW MEXICO, COUNTY OF CHAVES
FILE FOR RECORD APR 28, 2011 AT 02:48 O'CLOCK PM
Receipt Number: 337749 Fee: \$0.00
Book 00678 Page 00700 Pages 8
To Whom Returned: CHAVES COUNTY COMMISSIONERS
KEEP ON FILE

Rhoda C. Coakley, County Clerk

By

 Deputy

SUPPLEMENT C

CHAVES COUNTY CODE OF ETHICS

The Chaves County Purchasing Department firmly adheres to a strict code of ethics. Engaging in activities that are inconsistent with the proper discharge of a public employee's duties is considered to be ethical misconduct and may constitute a breach of public trust. Such activities can include participating in decisions that present a conflict of interest, or using confidential information for either actual or anticipated personal gain or doing this on behalf of any other person.

A violation of ethical conduct and trust also includes the acceptance of money, gifts, or favors from an individual or concern which a public employee has reason to believe may become (or is) a party to a business transaction with the employee's employer.

In addition, it is incumbent upon every Chaves County employee to avoid engaging in any activity that may leave an impression that influence peddling is being condoned, or that favoritism is being extended to an individual or concern.

In practicing a high standard of ethical conduct, every Chaves County employee should:

1. Avoid becoming involved in transactions that could result in a conflict between personal interests and the interests of Chaves County.
2. Prevent the intent and appearance of unethical or compromising conduct in relationships, actions and communications.
3. Never use confidential information as a means of obtaining financial enrichment or personal betterment for oneself or for any other person.
4. Decline personal gifts or gratuities from present or potential suppliers since this can influence, or appear to influence, procurement decisions.
5. Focus attention on the objectives and policies of Chaves County.
6. Promote positive supplier relationships through courtesy and impartiality in all aspects of procurement operations and activities.
7. Strive to obtain the maximum value for each dollar of expenditure.
8. Grant all competitive suppliers equal consideration insofar as New Mexico or federal statutes & regulations, and Chaves County policy demand.
9. Conduct business with potential and current suppliers in an atmosphere of good faith.
10. Demand honesty in all aspects of sales representation whether offered through the medium of a verbal or written, an advertisement, or a sample of the product.
11. Receive consent of the originator of any ideas, designs or information before exposing them to anyone, or using them in specifications for competitive purchasing purposes.
12. Make every reasonable effort to negotiate an equitable and mutually agreeable settlement of any controversy with a supplier, and/or be willing to submit any major controversy to an independent party for review, insofar as Chaves County policy permits.
13. Educate our internal clients on these ethical practices.
14. Develop skills, expand knowledge and conduct business that demonstrates competence and promotes the procurement profession.

AGENDA ITEM: 10

Resolution R-25-040 – Authorizing
Suspending the Minimum Penalty
Requirements of the Property Tax Code

MEETING DATE: August 21, 2025

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Chanel Rey, County Treasurer

ACTION REQUESTED: Approval of Resolution R-25-040

SUMMARY:

Resolution R-25-040 would suspend the minimum penalty requirements of the Property Tax Code; Section 7-38-050 NMSA 1978 which states “*If property taxes become delinquent, a penalty of one percent of the delinquent taxes for each month or any portion of a month they remain unpaid shall be imposed, but the total penalty shall not exceed five percent of the delinquent taxes except that, when the penalty determined under the foregoing provisions of this subsection is less than five dollars (\$5.00), the penalty to be imposed shall be five dollars (\$5.00).*”

Based on the exceptionally high rate of property tax collections, it is felt that a minimum \$5.00 penalty is unnecessary. The property tax collection average for the prior 10 years is 99.24 % as of June 30, 2025.

Staff Recommends/Requests: Approval

SUPPORT DOCUMENTS: Resolution R-25-040

SUMMARY BY: Chanel Rey, County Treasurer

RESOLUTION R-25-040

**SUSPENDING THE MINIMUM PENALTY REQUIREMENTS
OF THE PROPERTY TAX CODE**

WHEREAS, it has been determined that the property tax collection percentage in Chaves County is exceptionally good without imposing a penalty on the taxpayers, and

WHEREAS, the Chaves County Commissioners have customarily suspended the minimum penalty requirements, and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chaves County Commissioners that the minimum penalty requirements of Section 7-38-50 NMSA 1978 of the Property Tax Code for the 2025 Tax Year is hereby suspended.

Done at Roswell, County of Chaves, New Mexico this 21st day of August 2025.

BOARD OF CHAVES COUNTY COMMISSIONERS

Richard C. Taylor, Chair

Michael J. Perry, Vice-Chairman

ATTEST:

Dara Dana, Member

Herbert (Hub) Corn, Member

Cindy Fuller
County Clerk

R. Cliff Waide, Member

Item # 11

Request for Out-Of-State Travel

Meeting Date: August 21, 2025

STAFF SUMMARY

REQUESTED BY: Bill Williams
County Manager

ACTION REQUIRED: Approve Request

SUMMARY:

Bill Williams is requesting approval for out-of-state travel for the New Mexico Cattle Growers Lobbying efforts held in Washington, DC tentatively during the third or fourth week in September 2025.

Staff recommends approval.

SUPPORT DOCUMENTS:

Submitted by: Bill Williams

Title: County Manager

Item # 12

Request for Out-Of-State Travel

Meeting Date: August 21, 2025

STAFF SUMMARY

REQUESTED BY: Bill Williams
County Manager

ACTION REQUIRED: Approve Request

SUMMARY:

Staff is requesting approval for out-of-state travel for the PILT Fly-In lobbying efforts held in Washington, DC, on September 9-12, 2025. Commissioners Corn and Perry will be in attendance

Staff recommends approval.

SUPPORT DOCUMENTS:

Submitted by: Bill Williams

Title: County Manager

AGENDA ITEM: 13

**Per Article I, Section 5.J of the Chaves County
Zoning Ordinance #7, Revision #12.**

**An appeal of the County Planning and Zoning
Director's decision to terminate an added Specific
Use "storage of recyclable wind turbine blades and
equipment" to Case Z2006-10.**

MEETING DATE: August 21, 2025

STAFF SUMMARY REPORT

ACTION REQUESTED BY:

Louis Jaramillo, P&Z Director

ACTION REQUESTED:

Mr. and Mrs. Hellums are requesting the added Specific Use "storage of recyclable wind turbine blades and equipment" remain in effect for Lots 3, 4, 5 and 6 of the Hellums Land Division Survey.

SUMMARY:

On July 30, 2025, I sent Mr. and Mrs. Hellums a termination letter for the added Specific Use "storage of recyclable wind turbine blades and equipment" due to the exploitation of the specific use, failure to comply with 2 "Stop Work Orders" and concerns expressed from neighbors. This Specific Use was granted by me to Mrs. Dorothy Hellums on January 27, 2025, as permitted per Article XIII of the Chaves County Zoning Ordinance #7, Revision #12 which states "*A building or premises shall be used only for the following purposes as approved by the Board of Chaves County Commissioners, subject to such conditions and restrictions as they may impose. **The Planning Director may administratively approve and amend an approved change of use, including conditions of approval, upon determining a proposed change of use is of equal or lesser impact. Uses determined to not meet said criteria shall be subject to a Change of Use application and review and approval by the Commission.***"

My analysis of the regulation is that I who granted the additional use, administratively, and it is I that may terminated the additional use.

Staff Recommends/Requests: Denial

SUPPORT DOCUMENTS: Staff's letters.

SUMMARY BY:

Louis Jaramillo, P&Z Director

STAFF REPORT

January 22, 2025- A letter from Mrs. Dorothy Hellums requesting an additional Specific Use “storage of recyclable wind turbine blades and equipment”.

January 27, 2025- A letter granting the additions Specific Use “storage of recyclable wind turbine blades and equipment” to Mr. and Mrs. Hellums.

April 9, 2025- A “Stop Work Order” letter to Mr. and Mrs. Hellums.

May 9, 2025- A second “Stop Work Order” letter to Mr. and Mrs. Hellums.

July 30, 2025- A letter to Mr. and Mrs. Hellums to terminate the added Specific Use “storage of recyclable wind turbine blades and equipment”.

LOT 2 INFORMATION:

Mr. and Mrs. Hellums do not own Lot 2 of the Hellums Land Division. That lot is owned by Roswell Engineering LLC. Lot 2 which received a change of use from storage of supplies and equipment to light manufacturing by the Board in 2018. That information is included in your packet.



CHAVES COUNTY PLANNING AND ZONING DEPARTMENT

APPEAL APPLICATION

Date Received: 8-6-2025

Fee: \$100

Appellant's Name: Andrew Hellums & Dorothy Hellums
Mailing Address: 2603 Columbia Rd. Roswell 88201
Email: bdhellums@yahoo.com Phone Number: 575 626 9696

STAFF'S DECISION ON THIS DATE: July 30, 2025

See Attachment

Article 1, Section 5.J of the Chaves County Zoning Ordinance #7

☐ **APPROVED** on _____

☐ **DENIED** on _____

Reason for the Appeal: (Attach Letter if necessary)

In 2018, Property was designated as Light Manufacturing. In 2025 Property was ADDED Storage of wind Turbines. Due to neighbors Living in Heavy Industrial Zone complaints we decided to take the Light Manufacturing to Another State. A letter was sent saying we have 30 days to clean off the property & the Storage use was taken away. All the Fine products are covered. We were not present at this meeting and cancelled this from the agenda. Commissioners decided to go forward with this issue.

PLEASE INCLUDE ALL DOCUMENTS, PLANS, & LETTERS.

I OR MY AGENT SHALL ATTEND THE PUBLIC HEARING IN ORDER TO FULFILL THE REQUIREMENTS OF THIS APPLICATION. FAILURE TO ATTEND MAY RESULT IN THE TERRIMINATION OF THIS APPEAL.

ASH
Appellant's Signature

8/6/25
Date

ARTICLE XIII
INDUSTRIAL – ZONE D – DISTRICT REGULATIONS

Section 1 INDUSTRIAL – ZONE D – DISTRICT REGULATIONS

- A. The regulations set forth in this Article, or set forth elsewhere in this Ordinance when referred to in this Article, are the "Zone D" Industrial District Regulations.
- B. **Use Regulations.** A building or premises shall be used only for the following purposes as approved by the Board of Chaves County Commissioners, subject to such conditions and restrictions as they may impose. The Planning Director may administratively approve and amend an approved change of use, including conditions of approval, upon determining a proposed change of use is of equal or lesser impact. Uses determined to not meet said criteria shall be subject to a Change of Use application and review and approval by the Commission. Industrial includes any use permitted in "Zone C, Type 1."
1. Assembly and manufacture of:
 - a. appliances
 - b. books
 - c. clothing
 - d. drugs
 - e. electrical components
 - f. fibers
 - g. glass – ceramics
 - h. leather from preprocessed hides
 - i. paper products – from preprocessed wood pulp
 - j. plastic products – from preprocessed material
 - k. sheetmetal – light
 - l. tools
 - m. toys
 - n. wood – assembly and finishing
 2. Bottling works
 3. Food processing and canning
 4. Foundry of lightweight nonferrous metal – excluding brass, manganese, bronze and zinc.
 5. Grain elevator, cotton gins, compressors, feed processing and storage.

6. Iron works
7. Junkyards, auto salvage yards and scrap metal yards.
8. Machinery sales and service:
 - a. farm equipment
 - b. oil well drilling equipment
 - c. diesel tractor and trailer
 - d. water well drilling
9. Lumber yards
10. Outdoor advertising signs – billboards (large scale)
11. Paint mixing and treatment
12. Parcel delivery service
13. Sanitary landfill – solid waste disposal
14. Storage of petroleum products
15. Tire retreading or rebuilding
16. Warehouses
17. Wholesale distribution center
18. Storage of gas/oil mineral production related materials
19. Sales and service of gas/oil mineral related equipment
20. Heavy vehicle temporary parking/storage
21. Accessory living quarters for only one family may be allowed on each lot and may not be for sale or lease, separated from the principle use, or for use involving the conduct of a business.
22. Similar type uses as indicated above as approved by the Chaves County Commissioners.
23. Exploration – Oil and gas exploration as a special use, as approved by the Ordinance Enforcement Officer.

PLANNING AND ZONING

#1 St. Mary's Place
Chaves County Admin. Bldg.
Roswell, NM 88203
Phone (575)-624-6606

P&Z Director
Louis Jaramillo



COMMISSIONERS

Dara Dana • District 1
Cliff Ward • District 2
Hub Corn • District 3
Richard "Dick" Taylor • District 4
Michael Perry • District 5

County Manager
Bill Williams

July 30, 2025

Dorothy and Billy Hellums
2603 Columbia Road
Roswell, NM 88201

Mr. and Mrs. Hellums:

This letter is to inform you that I am **terminating** the recently added Specific Use "storage of recyclable wind turbine blades and equipment" from the Specific Use listing for Case Z2006-10. This use was added on January 27, 2025, in trust that wind turbine blade storage would coincide with the previously approved Specific Use of "Storage of Material and Equipment", however due to recent concerns expressed from your neighbors at the Chaves County Board of Commissioners on July 24, 2025, the exploitation of the added use and the failure to comply with two Stop Work Orders issued in April and May 2025 by me; it is with certainty the termination of the amended use "storage of recyclable wind turbine blades and equipment" is in the best interest of the community's health, safety, moral and general welfare.

You will have 30 days to remove all wind turbine blades and equipment from the property, being Tracts 1 through 6 of the Hellums Land Division Survey. Failure to comply with this notice may result in legal action by Chaves County.

Grievances with my decision may be appealed to the Chaves County Board of Commissioners within fifteen days of the date of delivery stated on the certified mail return card per Section 5.J.1 of Article I of the Chaves County NM Zoning Ordinance #7, Revision #12.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Louis Jaramillo', is placed above the printed name and title.

Louis Jaramillo, CFM, CZO
Planning and Zoning Director
louis.jaramillo@chavescounty.gov
575 624 6562

PLANNING AND ZONING

#1 St. Mary's Place
Chaves County Admin. Bldg.
Roswell, NM 88203
Phone (575)-624-6606

**COMMISSIONERS**

Dara Dana • District 1
Cliff Ward • District 2
Hub Corn • District 3
Richard "Dick" Taylor • District 4
Michael Perry • District 5

P&Z Director

Louis Jaramillo

County Manager

Bill Williams

May 9, 2025

Hellums Property
2603 Columbia Road
Roswell, NM 88201

RE: STOP WORK ORDER

Mr. and Mrs. Hellums:

On April 9, 2025, a "Stop Work Order" was issued by the Planning Department for the recycling and shredding of wind turbines blades on Tract 4, west of 6223 Devonian St. Roswell, NM 88201. This Stop Work Order is to be affect until such time as the Chaves County Board of Commissioners has addressed the proposed change of specific use. Your current and approved Specific Use of "Storage of Material and Equipment" in Zone D, Industrial District was issued in 2006.

Continuation of the recycling of wind turbines may result in a citation and legal by Chaves County. If you have any questions, please feel free to contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Louis Jaramillo', is placed above the printed name and title.

Louis Jaramillo, CFM, CZO
Planning and Zoning Director
Chaves County
louis.jaramillo@chavescounty.gov
575 624 6562

PLANNING AND ZONING

#1 St. Mary's Place
Chaves County Admin. Bldg.
Roswell, NM 88203
Phone (575)-624-6606

P&Z Director
Louis Jaramillo



COMMISSIONERS

Dara Dana • District 1
Cliff Ward • District 2
Hub Corn • District 3
Richard "Dick" Taylor • District 4
Michael Perry • District 5

County Manager
Bill Williams

April 9, 2025

Dorothy Hellums
2603 Columbia Road
Roswell, NM 88201

RE: STOP WORK ORDER

Mrs. Hellums:

This is a notice to **stop work** on all recycling and shredding of wind turbines blades at 6376 Clovis Highway until further notice. Fiberglass from the shredding and piling of the recycled blades have become a neighborhood concern as complaints from surrounding property owners have been received by Planning Staff.

On January 25, 2025. you were granted permission for **storage of recyclable wind turbine blades and equipment** to your approved Specific Use of "Storage of Material and Equipment" in Zone D, Industrial District, for the property located at 6376 Clovis Highway. The recycling process was noted but not in detail as there may be a hazardous issue with fiberglass particles from the recycling process or the moving and storage of the product. We have contacted the New Mexico Air Quality Bureau to assist and provide the County with needed information on this process. Their phone number is 505 476-4300.

If you have any questions, please feel free to contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Louis Jaramillo', is written over the typed name.

Louis Jaramillo, CFM, CZO
Planning and Zoning Director
Chaves County
louis.jaramillo@chavescounty.gov 575 624 6562

PLANNING AND ZONING

#1 St. Mary's Place
Chaves County Admin. Bldg.
Roswell, NM 88203
Phone (575)-624-6606

P&Z Director

Louis Jaramillo



Joseph R. Skeen Building

COMMISSIONERS

Dara Dana • District 1
Cliff Ward • District 2
Hub Corn • District 3
Richard "Dick" Taylor • District 4
Michael Perry • District 5

County Manager

Bill Williams

January 27, 2025

Dorothy Hellums
2603 Columbia Road
Roswell, NM 88201

Mrs. Hellums:

This letter is to inform you that your request to include ***storage of recyclable wind turbine blades and equipment*** to your approved Specific Use of "Storage of Material and Equipment" in Zone D, Industrial District, for the property located at 6376 Clovis Highway **has been approved**.

I have determined that the proposed use is of equal value of your approved use granted to you by the Chaves County Board of Commission in 2006, per Article XIII of the Chaves County Zoning Ordinance #7, Revision #12. Because this area has been vacant for years, I would recommend you notify the New Mexico Department of Transportation-Roswell Office of your current development. Also, please be aware that this use may require a six-foot screen fence on the property lines abutting the Clovis Highway per the Highway Beautification Act.

This letter will be included in our case file, Z2006-10, here in the Chaves County Planning and Zoning Department. If you have any questions, please feel free to contact me.

Respectfully,

Louis Jaramillo, CFM, CZO
Planning and Zoning Director
Chaves County
louis.jaramillo@chavescounty.gov
575 624 6562

Dorothy Hellums
2603 Columbia Rd.
Roswell, NM 88201

Chaves County Planning and Zoning
Attn: Luis Jaramillo
1 St. Mary's Place
Suite #170
Roswell, NM 88203

January 22, 2025

I am requesting to add and amend the use of our property located at 6376
Clovis Hwy, Roswell, NM 88201 to include:
Storage of recyclable wind turbine blades and equipment.

Thank you for your time and consideration.

Dorothy Hellums

CERTIFICATE OF ZONING

DATE: November 16, 2006

CASE NO: Z.2006-10

THIS CERTIFICATE IS ISSUED TO: Billy Hellums

ADDRESS: 6376 Clovis Highway (1507 E. Berrendo Road)

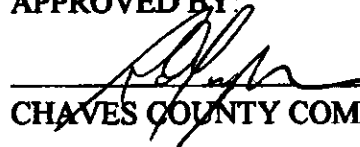
PROPERTY DESCRIPTION: Part of Section 34, T9S, R24E

SPECIFIC USE: A Change of Zoning from Area I, Zone A Agriculture to Industrial for outside storage of construction material, equipment, and farm equipment sales & auction

ADDITIONAL RESTRICTIONS AND CONDITIONS: 1 That all State Engineer and NM Environment regulations that apply to the use be complied with; 2 That the proper driveway permits be obtained; and 3 That any lighting on the property be shielded from traffic on the highway and surrounding residential uses and be night sky sensitive

(Approved changes of zoning are to comply with all applicable Articles of the Chaves County Zoning Ordinance)

APPROVED BY:


CHAVES COUNTY COMMISSION CHAIRMAN


LEGAL COUNSEL



LOT 2

INFORMATION

STATE OF NEW MEXICO, COUNTY OF CHAVES
FILE FOR RECORD JUL 17, 2018 AT 04:14 O'CLOCK PM
Receipt Number: 413109 Fee: \$25.00
Book 00808 Page 01499 Pages 1
To Whom Returned: LANDMARK TITLE CO
WILL PICK UP



Dave Kunko, County Clerk

By [Signature] Deputy

WARRANTY DEED

GF#1800348

Billy Hellums and Dorothy Hellums, husband and wife, for consideration paid,

grants to: Roswell Engineering, LLC, a New Mexico limited liability company

Whose address is: 114 Thelma Pass
Roswell, NM 88201

the following described property situated in Chaves County, New Mexico.

TRACT TWO (2) of HELLUMS LAND DIVISION SURVEY, Part of E1/2E1/2SW1/4 & SE1/4NW1/4, Section 34, T. 9 S., R. 24 E., N.M.P.M., County of Chaves and State of New Mexico, as shown on the Official Survey filed in the Chaves County Clerk's Office on May 10, 2018 and recorded in Book S23 of Survey Records, Chaves County, New Mexico, at Page 83.

SUBJECT to all reservations contained in the Patent and all covenants, easements and restrictions of record and taxes of current year and there after.
With Warranty Covenants

WITNESS our hands and seals this 17 day of July, 2018

[Signature]
Billy Hellums

[Signature]
Dorothy Hellums

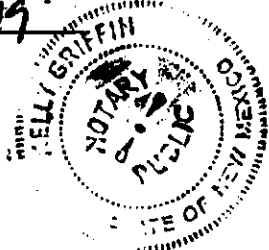
ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO)
) ss.
COUNTY OF CHAVES)

This instrument was acknowledged before me this 17 day of July, 2018 by **Billy Hellums and Dorothy Hellums, husband and wife.**

My Commission Expires:

10/26/19



[Signature]
Notary Public

CERTIFICATE OF ZONING

DATE: July 19, 2018

CASE NO: Z 2018-9

THIS CERTIFICATE IS ISSUED TO: Billy Hellums, 6223 Devonian Rd. Roswell, NM 88201

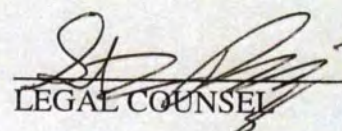
PROPERTY DESCRIPTION: Tract 2 of Hellums Land Division Survey per S23-83, part of E2E2SW4 & SE4NW4 S34 T9S R24E, 7 Buddy Ln., Roswell, NM 88201

SPECIFIC USE: Change of Use in Industrial Zoning District

ADDITIONAL RESTRICTIONS AND CONDITIONS: 1.) That all New Mexico Environment Department and other State regulations be complied with continually; 2. That the proper driveway permits be obtained; 3.) That any lighting used be shielded from traffic and surrounding existing and future residential uses and be night sky sensitive; 4.) That the areas used for driveways and parking and storage of equipment be graveled in accordance with the Zoning Ordinance.

APPROVED BY:


CHAVES COUNTY COMMISSION CHAIRMAN


LEGAL COUNSEL

JULY 19, 2018

The Board of Chaves County Commissioners held their Regular Commission meeting in the Commission Chamber of the Joe Skeen Building, #1 St. Mary's Place in Roswell, New Mexico. Chairman Corn called the meeting to order at 9:00a.m. Commissioner Ezzell led the pledge and Commissioner Bilberry led in prayer. Those present were Commissioners Bilberry, Duffey, Ezzell, Cavin and Corn. Also present were County Manager Stan Riggs, Public Services Director Bill Williams, Sheriff Britt Snyder, Finance Director Joe Sedillo, County Clerk Dave Kunko, news media, staff and guests.

MINUTES

Commissioner Cavin moved to approve the Minutes from June 15, 2018. Commissioner Bilberry seconded the motion. A voice vote was unanimous and the motion carried.

PUBLIC HEARINGS

CASE SD 2018-1 VACATION OF RIGHT-OF-WAY IN CUMBERLAND CITY SUBDIVISION

Mary Rogers stated this request is to vacate the alley south of lots 1, 2, 3 and 4 in Block 7 of Cumberland City Subdivision from Templeton Avenue to Yakima Road. There appears to be no need for the County to have this right-of-way and the Planning and Zoning Commission recommends approval with the Conditions and findings of fact. Chairman Corn opened the public hearing to public comment.

IN FAVOR: Elva Melendez

OPPOSED: NONE

Commissioner Duffey moved to approve Case SD 2018-1 with the conditions and findings of fact. Commissioner Cavin seconded the motion. A voice vote was unanimous and the motion carried.

CASE Z 2018-08 REQUEST FOR AN AMENDMENT TO THE CHAVES COUNTY ZONING ORDINANCE

Stan Riggs explained that this amendment would allow the Planning Director to approve change of use, including conditions of approval upon determining a proposed change is of equal or lesser impact. The Planning and Zoning Commission recommends approval. Chairman Corn opened the public hearing to public comment.

IN FAVOR: NONE

OPPOSED: NONE

Commissioner Cavin moved to approve Case Z 2018-08. Commissioner Ezzell seconded the motion. A voice vote was unanimous and the motion carried.

CASE Z 2018-09 REQUEST FOR CHANGE OF USE IN INDUSTRIAL DISTRICT

Mary Rogers stated the applicant is requesting a change of use in an Industrial District. The request is to change the use from outside storage and sales to light manufacturing. The Planning and Zoning Commission recommends approval with the conditions and findings of fact. Chairman Corn opened the public hearing to public comment.

IN FAVOR: Mr. Hellums

OPPOSED: None

Commissioner Bilberry moved to approve Case Z 2018-09. Commissioner Cavin seconded the motion. A voice vote was unanimous and the motion carried.

LIQUOR LICENSE #0074 FOR ALLSUP'S CONVENIENCE STORES, INC. TO TRANSFER OWNERSHIP

would be in a world of hurt without oil and gas. It has been a busy month and will be busy the rest of the year. God Bless America.

Chairman Corn stated he and Commissioner Cavin attended the NACO Conference in Nashville, TN. He mentioned there was a large stack of changes to be made on the resolutions and NACO platform. He mentioned in the stack on page 45 & 46 is the Endangered Species Act Resolution and he reminded the Commission that this resolution was started in Chaves County. He also stated a Commissioner from Colorado put together another resolution that states 40% of federal mineral leasing goes to the County where generated. He believes this should be a portion of the NACO platform and not just a resolution. Commissioner Cavin will be joining the Chairman on the Land Committee. It will be nice to have additional help on this committee. He thanked everyone for their support in the passing of his wife.

CLOSED SESSION PURSUANT TO 10-15-1-H (7) NMSA 1978 TO DISCUSS THREATENED OR PENDING LITIGATION

Commissioner Duffey moved to go into closed session pursuant to 10-15-1-H (7) to discuss threatened or pending litigation at 10:24 a.m. Commissioner Ezzell seconded the motion. The motion carried with all 5 Commissioners voting yes in a roll call vote. At 10:41 a.m. Commissioner Duffey moved to come out of closed session and stated the items discussed during the closed session were limited to those mentioned in the motion for closure and no action was taken. Commissioner Ezzell seconded the motion. The motion carried with all 5 Commissioners voting yes in a roll call vote.

ACTION ITEM

Mr. Riggs gave a brief explanation of the class action lawsuit. Commissioner Duffey moved to approve Chaves County joining the Kane County, Utah v. United States Case Nos. 17-793C and 17-1991C (Consolidated). Commissioner Cavin seconded the motion. A voice vote was unanimous and the motion carried.

The meeting was adjourned at 10:43 a.m. pending the signature of documents.

CHAVES COUNTY BOARD OF COMMISSIONERS

ROBERT CORN, CHAIRMAN

[Signature]

JEFF SILBERT, MEMBER

[Signature]

T. CALDER EZZELL JR., MEMBER

Approved by Phone

WILLIAM E. CAVIN, VICE CHAIRMAN

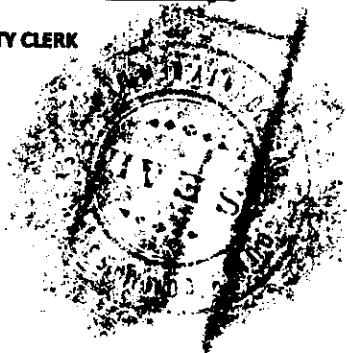
[Signature]

JAMES DUFFEY, MEMBER

ATTEST:

[Signature]

DAVE KUNKO, COUNTY CLERK



NEW BUSINESS

1. Case SD 2018-1

Request to Vacate an alley between Templeton St. and Yakima Rd. within Cumberland City Subdivision at or near 164 Yakima Rd. Roswell

Mary Rogers began the Staff Report by stating that this request is to vacate the alley between Yakima Road and Templeton Street. All four lots, two north and two south of the alley are under one ownership. This portion of platted right-of-way does not have an existing road and does not appear to have ever been used for such. The alley does not appear to be used for utilities.

The platted right-of-way this alley is 20 feet in width and runs approximately 264 feet from Templeton Road to Yakima Road.

The applicants have been advised to contact the utility company representatives concerning this request. Approval from all affected utility companies must be obtained prior to filing a Statement of Vacation. An easement can be left in place if required.

No objections have been received from County Departments or from other agencies. No comments have been received from the public.

Allowing more practical development of these properties by vacating this ROW makes sense. There is no need for a County Road here and the land will return to the tax rolls.

Staff recommends approval of this request to vacate this portion of right-of-way with the following stipulations:

- 1.) That the Statement of Vacation paperwork be filed within six months of approval;

Findings of Fact could include: the right-of-way is not desired by the County; there are no objections from affected utilities; this will make the parcels larger

Chair Rogers asked if there was anyone wishing to speak in favor or against the application.

Elva Melendez introduced herself as the daughter of the property owner, Ramon Meraz. She stated that there are only three (3) lots owned by her father and not four as indicated in the Staff Report. **Mrs. Melendez** indicated that eventually, she would like to expand her business located in one of the properties so they were advised to vacate the alley.

Nobody else spoke in favor nor against the application.

Commissioner White made a motion to recommend approval of Case SD 2018-1 as submitted including the Condition of Approval and Findings of Fact. Commissioner Salas seconded the motion. Motion carried by a 4-0 roll call vote. This Case is scheduled to be heard by the Chaves County Board of Commission on July 19, 2018 at 9 a.m.

2. Case Z 2018-9

Request for a Change of Use in Industrial Zoning District on property described as Tract 2 of Hellums Land Division Survey per S23-83, part of E2E2SW4 & SE4NW4 S34 T9S R24E

Mary Rogers began the Staff Report by stating that the subject property is located at 7 Buddy Lane, is 8 acres in size and zoned Industrial. Each individual and subsequent use requires approval by the Board of Commissioners and is subject to such conditions and restrictions as the Commission may impose. The applicant desires to change the use from outside storage with sales approved in 2006 to allow light

manufacturing with outside storage. Staff would consider this an increase in use and subject to review by the Commission even with the proposed Ordinance Amendment.

Surrounding properties are a mix of Agricultural and Industrial Zonings. Surrounding properties are undeveloped or have industrial type uses. The property has access onto Highway 70 via Buddy Lane.

The Comprehensive Plan projects Commercial and Industrial development all along this stretch of highway. The existing zoning and the proposed uses are in accordance with the guidance of the Comprehensive Plan.

There have been no objections at the time of this report. There were no concerns raised by County Departments or other agencies.

The change in uses appears to have only moderately more impact than then existing permitted uses. Staff recommends approval of the request for a change of use in an Industrial District for light manufacturing and outside storage with the following stipulations:

- 1.) That all New Mexico Environment Department and other State regulations be complied with continually;
2. That the proper driveway permits be obtained;
- 3.) That any lighting used be shielded from traffic and surrounding existing and future residential uses and be night sky sensitive;
- 4.) That the areas used for driveways and parking and storage of equipment be graveled in accordance with the Zoning Ordinance

Findings of Facts could include: the property is already zoned Industrial; the County Comprehensive Plan shows commercial and industrial development along Highway 70; there are numerous other industrial uses in the vicinity; the change in use represents moderately higher intensity or impact

Chair Rogers asked if there was anyone wishing to speak in favor or against the application.

Dorothy Hellums introduced herself as the property owner and she also introduced her son, Shannon Hellums. She stated that there is an entity that has purchased eight (8) acres and would like to run a manufacturing business there.

Commissioner Salas wanted to know what would be manufactured.

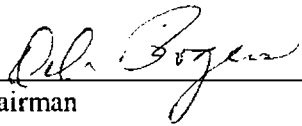
Shannon Hellums responded that they would manufacture steel structures that would house electrical components for renewable energy. The steel structures measure 27 ft. x 27 ft. x 35 ft. tall.

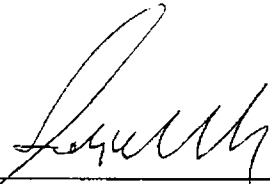
Nobody else spoke in favor nor against the application.

Commissioner White made a motion to recommend approval of Case Z 2018-9 as submitted including the Conditions of Approval and Findings of Fact. Commissioner Wagner seconded the motion. Motion carried by a 4-0 roll call vote. This Case is scheduled to be heard by the Chaves County Board of Commission on July 19, 2018 at 9 a.m.

There being no other business listed on the agenda or to come before the Commission, the meeting adjourned at 5:54PM.

Approved this 7th day of August, 2018


Chairman


Attest

Note: The minutes of this meeting are on file in the Chaves County Planning and Zoning office for review, upon request.

CHAVES COUNTY FINANCE
ACCOUNTS PAYABLE
P.O. Box 1597
Roswell, NM 88202-1597
Phone 575-624-6677 or 575-624-6620



COMMISSIONERS
Dara Dana · District 1
Cliff Waide · District 2
Hub Corn · District 3
Richard C. Taylor · District 4
Michael Perry · District 5

Finance Director
Anabel Barraza

Final Payment Register

County Manager
Bill Williams

Date: 7/1/2025
Packet# 03519

Date: 7/11/2025
Packet# 03537

Date: 7/25/2025
Packet# 03554

Date: 7/1/2025
Packet# 03522

Date: 7/17/2025
Packet# 03539

Date: 7/28/2025
Packet# 03556

Date: 7/2/2025
Packet# 03524

Date: 7/18/2025
Packet# 035342

Date: _____
Packet# _____

Date: 7/9/2025
Packet# 03532

Date: 7/21/2025
Packet# 03544

Date: _____
Packet# _____

Date: 7/10/2025
Packet# 03534

Date: 7/22/2025
Packet# 03548

Date: _____
Packet# _____

BOARD OF CHAVES COUNTY COMMISSIONERS

Richard C. Taylor, Chairman

ATTEST:

Michael Perry, Vice-Chairman

Cindy Fuller
County Clerk

Dara Dana, Member

Cliff Waide, Member

Herbert (Hub) Corn, Member

Approval of Checks

Approval of Checks

Commission Meeting 21-Aug-25

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Anabel Barraza, Finance Director
(575-624-6658)**ACTION REQUESTED:**
Approval of Checks

ITEM SUMMARY:

A/P:	1-Jul-25	\$36,375.00
	1-Jul-25	\$1,837,844.11
	2-Jul-25	\$15,049.69
	9-Jul-25	\$8,206.41
	10-Jul-25	\$288,324.31
	11-Jul-25	\$433,327.51
	17-Jul-25	\$1,252.80
	18-Jul-25	\$2,063,826.51
	21-Jul-25	\$487.20
	22-Jul-25	\$29,715.24
	25-Jul-25	\$701,483.12
	28-Jul-25	\$487.20

PAYROLL:	6-Jul-25 Regular	\$358,090.21
	6-Jul-25 Sort Incentive	\$7,200.00
	6-Jul-25 Finals	\$731.90
	20-Jul-25 Regular	\$388,815.15
	20-Jul-25 Finals	\$1,167.04

Grand Total Checks to be Approved: \$6,172,383.40

SUPPORT DOCUMENTS:Copies of Bills Lists

SUMMARY BY: Stephanie Carrillo

TITLE: A/P Officer



Chaves County, NM

Expense Approval Register

t: APPKT03519 - CDBG YR END CKRUN 7/1/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: WAIDE CONSTRUCTION INC.					
WAIDE CONSTRUCTION INC.	CC027628	06/30/2025	PHO Construction Project	645-8-890-247-000	36,375.00
			Vendor WAIDE CONSTRUCTION INC. Total:		36,375.00
			Grand Total:		36,375.00

Approved By
Ricic Senaw

Fund Summary

Fund	Expense Amount
645 - C.D.B.G.	36,375.00
Grand Total:	36,375.00

Account Summary

Account Number	Account Name	Expense Amount
645-8-890-247-000	CDBG GRANT- PUBLIC H	36,375.00
	Grand Total:	36,375.00

Project Account Summary

Project Account Key	Expense Amount
None	36,375.00
Grand Total:	36,375.00



Chaves County, NM

Expense Approval Register

cket: APPKT03522 - YR END CK RUN1 7/1/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AED ONE-STOP SHOP					
AED ONE-STOP SHOP	0004610	06/30/2025	LIFEPAC CR2 AED for ALL Uni	412-8-815-230-000	28,460.20
Vendor AED ONE-STOP SHOP Total:					28,460.20
Vendor: APIC SOLUTIONS LLC					
APIC SOLUTIONS LLC	19956	06/30/2025	Troubleshoot and repair card	401-6-692-257-000	1,146.39
APIC SOLUTIONS LLC	19959	06/30/2025	Replace power controller at	401-6-692-257-000	1,833.76
Vendor APIC SOLUTIONS LLC Total:					2,980.15
Vendor: ASPEN OF NEW MEXICO					
ASPEN OF NEW MEXICO	FY25-12ASPEN	06/30/2025	FY25 ASPEN of New Mexico	432-7-762-267-000	416.74
Vendor ASPEN OF NEW MEXICO Total:					416.74
Vendor: BELL GAS INC.					
BELL GAS INC.	43688	06/30/2025	ACCT# 10693	402-6-653-223-000	20,247.67
Vendor BELL GAS INC. Total:					20,247.67
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	2025-10-1	06/30/2025	Appr# 24-14050 - Hydrants fo	631-8-884-376-000	5,972.00
CITY OF ROSWELL	2025-10-2	06/30/2025	Appr# 24-14050 - Industr. Sit	631-8-884-376-000	152,778.09
CITY OF ROSWELL	2025-10	06/30/2025	Appr # 24-14050 - Water Line	631-8-884-376-000	235,284.58
Vendor CITY OF ROSWELL Total:					394,034.67
Vendor: CLIFF WAIDE					
CLIFF WAIDE	CC027622	06/30/2025	NMC SUMMER CONF	401-6-611-226-000	442.20
Vendor CLIFF WAIDE Total:					442.20
Vendor: CONNIE FORD					
CONNIE FORD	CC026279-1	06/30/2025	RE-ISSUE MILEAGE ELECITON	631-8-872-230-000	33.00
Vendor CONNIE FORD Total:					33.00
Vendor: CONSTRUCTORS INC					
CONSTRUCTORS INC	CC027609	06/30/2025	ITB-24-5 County Rd 184 Bras	402-6-653-246-003	321,671.93
Vendor CONSTRUCTORS INC Total:					321,671.93
Vendor: CXT INCORPORATED					
CXT INCORPORATED	90102963	06/30/2025	Appr# 22-G2074 Cultural Pla	631-8-882-247-000	214,938.00
Vendor CXT INCORPORATED Total:					214,938.00
Vendor: DARA DANA					
DARA DANA	CC027623	06/30/2025	NMC SUMMER CONF	401-6-611-225-000	314.66
DARA DANA	CC027623	06/30/2025	NMC SUMMER CONF	401-6-611-226-000	147.40
Vendor DARA DANA Total:					462.06
Vendor: DESERT PEAK ARCHITECTS					
DESERT PEAK ARCHITECTS	5500115	06/30/2025	PVRCC Design FY 25	635-6-682-381-100	1,640.43
Vendor DESERT PEAK ARCHITECTS Total:					1,640.43
Vendor: DEXTER CONSOLIDATED SCHOOLS					
DEXTER CONSOLIDATED SCH	FY25-12DEX-TNT	06/30/2025	FY25 Dexter Teen Needing Te	432-7-761-267-000	1,000.00
Vendor DEXTER CONSOLIDATED SCHOOLS Total:					1,000.00
Vendor: DIANE F. TAYLOR					
DIANE F. TAYLOR	FY25-12DT	06/30/2025	FY25 Prevention Educator	432-7-761-267-000	4,524.37
Vendor DIANE F. TAYLOR Total:					4,524.37
Vendor: EASTERN NM MEDICAL CENTER					
EASTERN NM MEDICAL CENT	CC027610	06/30/2025	ACCT# 5000056290	427-6-639-270-000	13,244.25
EASTERN NM MEDICAL CENT	CC027611	06/30/2025	ACCT# 5000048945	427-6-639-270-000	341.90
Vendor EASTERN NM MEDICAL CENTER Total:					13,586.15

Expense Approval Register

Packet: APPKT03522 - YR END CK RUN1 7/1/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: JACKSON COMPACTION LLC					
JACKSON COMPACTION LLC	33466	06/30/2025	(2) Compactors - Road	402-6-681-373-000	92,308.10
Vendor JACKSON COMPACTION LLC Total:					92,308.10
Vendor: JBMEDIA GROUP, LLC					
JBMEDIA GROUP, LLC	3443	06/30/2025	JBmedia Group- Geofencing	432-7-762-237-000	537.92
Vendor JBMEDIA GROUP, LLC Total:					537.92
Vendor: LA CASA DE BUENA SALUD INC					
LA CASA DE BUENA SALUD I	FY25-12LABH	06/30/2025	FY25 La Casa Behavioral Heal	432-7-762-267-000	2,500.00
Vendor LA CASA DE BUENA SALUD INC Total:					2,500.00
Vendor: LAS CRUCES HB MEDICAL SERVICES LLC					
LAS CRUCES HB MEDICAL SE	CC027612	06/30/2025	ACCT# 4177008V1928	427-6-639-270-000	176.25
LAS CRUCES HB MEDICAL SE	CC027613	06/30/2025	ACCT# 4179106V1928	401-7-752-267-000	73.49
LAS CRUCES HB MEDICAL SE	CC027614	06/30/2025	ACCT# 4190467V1928	427-6-639-270-000	390.59
LAS CRUCES HB MEDICAL SE	CC027615	06/30/2025	ACCT# 4176980V1928	401-7-752-267-000	43.54
Vendor LAS CRUCES HB MEDICAL SERVICES LLC Total:					683.87
Vendor: LEADERSHIP NEW MEXICO					
LEADERSHIP NEW MEXICO	606	06/30/2025	Leadership New Mexico A Ba	401-6-631-224-000	2,000.00
Vendor LEADERSHIP NEW MEXICO Total:					2,000.00
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC027617	06/30/2025	ACCT# 076281612-0786941-	401-6-693-341-000	32.02
NEW MEXICO GAS COMPAN	CC027618	06/30/2025	ACCT# 115435453-1390459*	452-8-832-341-000	34.67
NEW MEXICO GAS COMPAN	CC027619	06/30/2025	ACCT# 076846512-1202378-	411-8-814-341-000	34.87
NEW MEXICO GAS COMPAN	CC027620	06/30/2025	ACCT# 075706312-1236482-	414-8-819-341-000	32.63
Vendor NEW MEXICO GAS COMPANY INC Total:					134.19
Vendor: NEWMAN SIGNS INC					
NEWMAN SIGNS INC	TRFINV061375	06/30/2025	SIGNS, SIGN POST, AND HAR	402-6-653-292-000	2,531.19
Vendor NEWMAN SIGNS INC Total:					2,531.19
Vendor: PATRICIA JOHNSON					
PATRICIA JOHNSON	FY25-12SC	06/30/2025	FY25 Serenity Counseling	432-7-762-267-000	4,166.74
Vendor PATRICIA JOHNSON Total:					4,166.74
Vendor: REGENTS OF NEW MEXICO STATE UNIVERSITY					
REGENTS OF NEW MEXICO S	15928	06/30/2025	CUST# CC00008101S	401-7-732-224-000	175.00
REGENTS OF NEW MEXICO S	15928	06/30/2025	CUST# CC00008101S	628-7-733-224-000	175.00
REGENTS OF NEW MEXICO S	15998	06/30/2025	CUST# CC00008166S	401-7-732-224-000	100.00
REGENTS OF NEW MEXICO S	15998	06/30/2025	CUST# CC00008166S	628-7-733-224-000	100.00
Vendor REGENTS OF NEW MEXICO STATE UNIVERSITY Total:					550.00
Vendor: REGIONAL IMAGING ENM, LLC					
REGIONAL IMAGING ENM, LL	CC027616	06/30/2025	ACCT# 014-16066630	401-7-752-267-000	41.17
Vendor REGIONAL IMAGING ENM, LLC Total:					41.17
Vendor: RM-MCI LLC					
RM-MCI LLC	CC027621	06/30/2025	Appr# 22-G2074 - GBOM: Cu	631-8-882-247-000	352,328.34
Vendor RM-MCI LLC Total:					352,328.34
Vendor: ROSWELL DAILY RECORD					
ROSWELL DAILY RECORD	00306493	06/30/2025	LEGAL AD# 00306493	401-6-611-252-000	33.57
Vendor ROSWELL DAILY RECORD Total:					33.57
Vendor: ROSWELL OSTEOPATHIC MEDICAL CLINIC					
ROSWELL OSTEOPATHIC ME	2581	06/30/2025	Pre-Employment Physicals &	401-6-642-244-000	280.53
ROSWELL OSTEOPATHIC ME	2583	06/30/2025	Pre-Employment Physicals &	401-6-642-244-000	280.53
Vendor ROSWELL OSTEOPATHIC MEDICAL CLINIC Total:					561.06
Vendor: SMITH ENGINEERING					
SMITH ENGINEERING	59279	06/30/2025	STOCK PILE SURVEY	402-6-651-260-000	79.70
Vendor SMITH ENGINEERING Total:					79.70
Vendor: STANTON L RIGGS ATTORNEY AT LAW, LLC					
STANTON L RIGGS ATTORNEY	2025-013-1	06/30/2025	RE-ISSUE SERVICES/JUNE 20	401-6-611-260-000	9,201.94
Vendor STANTON L RIGGS ATTORNEY AT LAW, LLC Total:					9,201.94

Expense Approval Register

Packet: APPKT03522 - YR END CK RUN1 7/1/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	39447154	06/30/2025	ACCT # 019-1836196-000	401-7-731-375-000	46.50
VISUAL EDGE IT, INC	39522110	06/30/2025	ACCT# 017-1663046-000	401-7-731-230-000	160.86
VISUAL EDGE IT, INC	39522110	06/30/2025	ACCT# 017-1663046-000	401-7-731-267-000	183.20
VISUAL EDGE IT, INC	39522110	06/30/2025	ACCT# 017-1663046-000	401-7-731-375-000	48.18
Vendor VISUAL EDGE IT, INC Total:					438.74
Vendor: WAC UPFITTERS, LLC					
WAC UPFITTERS, LLC	16464	06/30/2025	Emergency Equipment for U	411-8-814-230-000	2,826.92
Vendor WAC UPFITTERS, LLC Total:					2,826.92
Vendor: WAIDE CONSTRUCTION INC.					
WAIDE CONSTRUCTION INC.	CC027625	06/30/2025	Appr# 23-H2920 - PVRCC Re	631-8-889-231-000	49,269.77
WAIDE CONSTRUCTION INC.	CC027626	06/30/2025	Appr# 24-I2872 - PVRCC Ren	631-8-884-247-000	80,867.99
WAIDE CONSTRUCTION INC.	CC027627	06/30/2025	PHO Construction Project	635-6-692-380-000	232,345.33
Vendor WAIDE CONSTRUCTION INC. Total:					362,483.09
Grand Total:					1,837,844.11

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	16,584.94
402 - ROAD FUND	436,838.59
411 - BERRENDO VOLUNTEER FIRE	2,861.79
412 - SIERRA VOLUNTEER FIRE FND	28,460.20
414 - CC FIRE DIST #8 VOL FIRE	32.63
427 - INDIGENT HOSPITAL CLAIMS	14,152.99
432 - DWI GRANT FUNDS	13,145.77
452 - FLOOD CONTROL	34.67
628 - PROPERTY VALUATION	275.00
631 - OTHER GRANTS & CONTRACTS	1,091,471.77
635 - EMERGENCY/CAPITAL OUTLAY	233,985.76
Grand Total:	1,837,844.11

Account Summary

Account Number	Account Name	Expense Amount
401-6-611-225-000	PER DIEM EXPENSE	314.66
401-6-611-226-000	MILEAGE REIMBURSEME	589.60
401-6-611-252-000	PRINTING/PUBLISHING	33.57
401-6-611-260-000	PROFESSIONAL SERVICE	9,201.94
401-6-631-224-000	EMPLOYEE TRAINING	2,000.00
401-6-642-244-000	PRE-EMPLOYMENT PHYS	561.06
401-6-692-257-000	FACILITY MAINTENANCE	2,980.15
401-6-693-341-000	UTILITIES	32.02
401-7-731-230-000	SUPPLIES/TOOLS	160.86
401-7-731-267-000	CONTRACTUAL SERVICES	183.20
401-7-731-375-000	LEASE PURCHASE	94.68
401-7-732-224-000	EMPLOYEE TRAINING	275.00
401-7-752-267-000	CONTRACTUAL SERVICES	158.20
402-6-651-260-000	PROFESSIONAL SERVICE	79.70
402-6-653-223-000	VEHICLE FUELS	20,247.67
402-6-653-246-003	ROAD PROJECTS-OTHER	321,671.93
402-6-653-292-000	SIGNS & SIGN REPAIR	2,531.19
402-6-681-373-000	HEAVY EQUIPMENT	92,308.10
411-8-814-230-000	SUPPLIES/TOOLS	2,826.92
411-8-814-341-000	UTILITIES	34.87
412-8-815-230-000	SUPPLIES/TOOLS	28,460.20
414-8-819-341-000	UTILITIES	32.63
427-6-639-270-000	PAYMENT OF HOSPITAL	14,152.99
432-7-761-267-000	CONTRACTUAL SERVICES	5,524.37
432-7-762-237-000	SUBSCRIPTION/PUBLICA	537.92
432-7-762-267-000	CONTRACTUAL SERVICES	7,083.48
452-8-832-341-000	UTILITIES	34.67
628-7-733-224-000	EMPLOYEE TRAINING	275.00
631-8-872-230-000	2024 EAC Fund	33.00
631-8-882-247-000	ROSWELL MARKET PLAC	567,266.34
631-8-884-247-000	CONSTRUCTION	80,867.99
631-8-884-376-000	LAND/BUILDING - COUN	394,034.67
631-8-889-231-000	NON-EXPENDABLE SUPP	49,269.77
635-6-682-381-100	CONSTRUCTION PROJEC	1,640.43
635-6-692-380-000	CONSTRUCTION PROJEC	232,345.33
	Grand Total:	1,837,844.11

Project Account Summary

Project Account Key	Expense Amount
None	1,837,844.11
Grand Total:	1,837,844.11

Approved By





Chaves County, NM

Expense Approval Register

Packet: APPKT03524 - XCEL ACH PMTS 7/2/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC027629	07/01/2025	ACCT# 54-0012497212-2	452-8-832-341-000	177.45
SOUTHWESTERN PUBLIC SER	CC027630	07/01/2025	ACCT# 54-3949471-2	650-6-684-341-000	13,120.93
SOUTHWESTERN PUBLIC SER	CC027631	07/01/2025	ACCT# 54-3943737-1	401-6-691-243-000	37.77
SOUTHWESTERN PUBLIC SER	CC027632	07/01/2025	ACCT# 54-3943798-4	401-6-691-243-000	60.16
SOUTHWESTERN PUBLIC SER	CC027633	07/01/2025	ACCT# 54-3943772-4	401-6-691-243-000	29.91
SOUTHWESTERN PUBLIC SER	CC027634	07/01/2025	ACCT# 54-3943719-9	401-6-691-243-000	88.49
SOUTHWESTERN PUBLIC SER	CC027635	07/01/2025	ACCT# 54-3949421-2	412-8-815-341-000	163.76
SOUTHWESTERN PUBLIC SER	CC027635	07/01/2025	ACCT# 54-0010784288-9	412-8-815-341-000	107.92
SOUTHWESTERN PUBLIC SER	CC027636	07/01/2025	ACCT# 54-3949465-4	402-6-651-341-000	1,160.76
SOUTHWESTERN PUBLIC SER	CC027637	07/01/2025	ACCT# 54-3943703-1	401-6-691-243-000	31.09
SOUTHWESTERN PUBLIC SER	CC027638	07/01/2025	ACCT# 54-3943686-9	401-6-691-243-000	28.23
SOUTHWESTERN PUBLIC SER	CC027639	07/01/2025	ACCT# 54-8936266-1	412-8-815-341-000	43.22
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					15,049.69
Grand Total:					15,049.69

Approved By:

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	275.65
402 - ROAD FUND	1,160.76
412 - SIERRA VOLUNTEER FIRE FND	314.90
452 - FLOOD CONTROL	177.45
650 - DETENTION INMATE EXPENSES	13,120.93
Grand Total:	15,049.69

Account Summary

Account Number	Account Name	Expense Amount
401-6-691-243-000	HIGHWAY LIGHTS	275.65
402-6-651-341-000	UTILITIES	1,160.76
412-8-815-341-000	UTILITIES	314.90
452-8-832-341-000	UTILITIES	177.45
650-6-684-341-000	UTILITIES	13,120.93
Grand Total:		15,049.69

Project Account Summary

Project Account Key	Expense Amount
None	15,049.69
Grand Total:	15,049.69



Chaves County, NM

Expense Approval Register

Packet: APPKT03532 - XCEL ACH PMTS 7/9/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC027660	07/01/2025	ACCT# 54-3949442-7	401-6-619-340-000	7,713.49
SOUTHWESTERN PUBLIC SER	CC027661	07/01/2025	ACCT# 54-3943785-9	401-6-691-243-000	186.66
SOUTHWESTERN PUBLIC SER	CC027661	07/01/2025	ACCT# 54-3943782-6	412-8-815-341-000	111.66
SOUTHWESTERN PUBLIC SER	CC027662	07/07/2025	ACCT# 54-3943758-6	401-6-691-243-000	37.54
SOUTHWESTERN PUBLIC SER	CC027663	07/02/2025	ACCT# 54-3943777-9	401-6-691-243-000	39.45
SOUTHWESTERN PUBLIC SER	CC027664	07/01/2025	ACCT# 54-3943607-4	401-7-751-341-000	24.58
SOUTHWESTERN PUBLIC SER	CC027665	07/01/2025	ACCT# 54-1485939-1	401-6-691-243-000	35.20
SOUTHWESTERN PUBLIC SER	CC027665	07/01/2025	ACCT# 54-1485939-1	401-6-693-341-000	57.83
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					8,206.41
Grand Total:					8,206.41

Approved By:

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	8,094.75
412 - SIERRA VOLUNTEER FIRE FND	111.66
Grand Total:	8,206.41

Account Summary

Account Number	Account Name	Expense Amount
401-6-619-340-000	TELEPHONE	7,713.49
401-6-691-243-000	HIGHWAY LIGHTS	298.85
401-6-693-341-000	UTILITIES	57.83
401-7-751-341-000	UTILITIES	24.58
412-8-815-341-000	UTILITIES	111.66
Grand Total:		8,206.41

Project Account Summary

Project Account Key	Expense Amount
None	8,206.41
Grand Total:	8,206.41



Chaves County, NM

Expense Approval Register

at: APPKT03534 - YR END FINAL CK RUN 7/10/25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: BDR PREFERRED HOLDINGS, LLC					
BDR PREFERRED HOLDINGS,	X80207846801	06/30/2025	PARTS AND REPAIRS FOR EQ	402-6-653-221-000	472.99
Vendor BDR PREFERRED HOLDINGS, LLC Total:					472.99
Vendor: BERRENDO CO-OP WATER USERS					
BERRENDO CO-OP WATER U	CC027640	06/30/2025	ACCT# J1720000	402-6-651-341-000	252.13
Vendor BERRENDO CO-OP WATER USERS Total:					252.13
Vendor: CENTRAL VALLEY ELECTRIC COOP					
CENTRAL VALLEY ELECTRIC C	CC027641	06/30/2025	ACCT# 10114001	410-8-816-341-000	290.27
CENTRAL VALLEY ELECTRIC C	CC027641	06/30/2025	ACCT# 23898800	410-8-816-341-000	19.46
CENTRAL VALLEY ELECTRIC C	CC027642	06/30/2025	ACCT# 10147201	401-6-691-243-000	32.50
CENTRAL VALLEY ELECTRIC C	CC027642	06/30/2025	ACCT# 12209501	401-6-691-243-000	533.74
CENTRAL VALLEY ELECTRIC C	CC027642	06/30/2025	ACCT# 12001802	401-6-691-243-000	40.89
CENTRAL VALLEY ELECTRIC C	CC027642	06/30/2025	ACCT# 23133100	410-8-816-341-000	103.03
CENTRAL VALLEY ELECTRIC C	CC027642	06/30/2025	ACCT# 6695501	414-8-819-341-000	95.27
CENTRAL VALLEY ELECTRIC C	CC027642	06/30/2025	ACCT# 12412501	437-6-659-341-000	43.45
CENTRAL VALLEY ELECTRIC C	CC027642	06/30/2025	ACCT# 24208300	437-6-659-341-000	93.07
CENTRAL VALLEY ELECTRIC C	CC027642	06/30/2025	ACCT# 24186400	437-6-659-341-000	49.30
CENTRAL VALLEY ELECTRIC C	CC027642	06/30/2025	ACCT# 22987100	437-6-659-341-000	47.42
CENTRAL VALLEY ELECTRIC C	CC027643	06/30/2025	ACCT# 12026501	411-8-814-341-000	104.17
CENTRAL VALLEY ELECTRIC C	CC027643	06/30/2025	ACCT# 12413101	411-8-814-341-000	9.39
CENTRAL VALLEY ELECTRIC C	CC027643	06/30/2025	ACCT# 12413301	411-8-814-341-000	9.73
CENTRAL VALLEY ELECTRIC C	CC027643	06/30/2025	ACCT# 12413201	411-8-814-341-000	56.57
Vendor CENTRAL VALLEY ELECTRIC COOP Total:					1,528.26
Vendor: CHAVES COUNTY CASA					
CHAVES COUNTY CASA	FY25-12GS	06/30/2025	CASA- Gender Specific Progr	631-8-885-267-000	1,000.00
CHAVES COUNTY CASA	FY25-12YA	06/30/2025	CASA- Youth Advocacy Progr	631-8-885-267-000	500.00
Vendor CHAVES COUNTY CASA Total:					1,500.00
Vendor: EASTERN NM MEDICAL CENTER					
EASTERN NM MEDICAL CENT	CC027610-1	06/30/2025	ACCT# 5000056290	427-6-639-270-000	13,224.25
EASTERN NM MEDICAL CENT	CC027611-1	06/30/2025	ACCT# 5000048945	427-6-639-270-000	341.90
Vendor EASTERN NM MEDICAL CENTER Total:					13,566.15
Vendor: FILLMORE EYE CLINIC INCORPORATED					
FILLMORE EYE CLINIC INCOR	CC027644	06/30/2025	ACCT# 3167234	427-6-639-270-000	150.00
Vendor FILLMORE EYE CLINIC INCORPORATED Total:					150.00
Vendor: FRANK G. MAGOURILOS					
FRANK G. MAGOURILOS	FY25-12FM	06/30/2025	FY25 Frank Magourilos- Pere	432-7-761-267-000	1,166.74
Vendor FRANK G. MAGOURILOS Total:					1,166.74
Vendor: GreatAmerica Financial Services					
GreatAmerica Financial Servi	39562193	06/30/2025	ACCT# 003-3131526-000	452-8-832-251-000	207.87
GreatAmerica Financial Servi	39562194	06/30/2025	ACCT# 007-3131936-000	432-7-761-251-000	88.43
Vendor GreatAmerica Financial Services Total:					296.30
Vendor: HAGERMAN MUNICIPAL SCHOOLS					
HAGERMAN MUNICIPAL SCH	FY25-12HAG-TNT	06/30/2025	FY25 Hagerman Teens Needi	432-7-761-267-000	1,000.00
Vendor HAGERMAN MUNICIPAL SCHOOLS Total:					1,000.00
Vendor: LAS CRUCES HB MEDICAL SERVICES LLC					
LAS CRUCES HB MEDICAL SE	CC027645	06/30/2025	ACCT# 4199899V1928	427-6-639-270-000	103.54
LAS CRUCES HB MEDICAL SE	CC027646	06/30/2025	ACCT# 4203545V1928	427-6-639-270-000	255.43
Vendor LAS CRUCES HB MEDICAL SERVICES LLC Total:					358.97
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC027659	06/30/2025	ACCT# 076424512-0788370-	401-6-619-340-000	84.83
Vendor NEW MEXICO GAS COMPANY INC Total:					84.83

Expense Approval Register

Packet: APPKT03534 - YR END FINAL CK RUN 7/10/25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: NM HEALTH CARE AUTHORITY					
NM HEALTH CARE AUTHORITY	CC027666	06/30/2025	ADJ	401-2-200-005-000	14.10
NM HEALTH CARE AUTHORITY	CC027666	06/30/2025	LIFE & LOD PREMIUMS	401-2-200-005-000	1,940.81
NM HEALTH CARE AUTHORITY	CC027666	06/30/2025	LIFE & LOD PREMIUMS	402-2-200-005-000	386.35
NM HEALTH CARE AUTHORITY	CC027666	06/30/2025	LIFE & LOD PREMIUMS	427-2-200-005-000	51.70
NM HEALTH CARE AUTHORITY	CC027666	06/30/2025	LIFE & LOD PREMIUMS	432-2-200-005-000	24.05
NM HEALTH CARE AUTHORITY	CC027666	06/30/2025	LIFE & LOD PREMIUMS	435-2-200-005-000	28.20
NM HEALTH CARE AUTHORITY	CC027666	06/30/2025	LIFE & LOD PREMIUMS	437-2-200-005-000	115.15
NM HEALTH CARE AUTHORITY	CC027666	06/30/2025	LIFE & LOD PREMIUMS	452-2-200-005-000	341.98
NM HEALTH CARE AUTHORITY	CC027666	06/30/2025	LIFE & LOD PREMIUMS	628-2-200-005-000	21.15
NM HEALTH CARE AUTHORITY	CC027667	06/30/2025	ADJ	401-2-200-007-000	2,361.48
NM HEALTH CARE AUTHORITY	CC027667	06/30/2025	ADJ # 2842	401-2-200-007-000	1,495.20
NM HEALTH CARE AUTHORITY	CC027667	06/30/2025	MED PRESBYT & BCBS	401-2-200-007-000	171,758.44
NM HEALTH CARE AUTHORITY	CC027667	06/30/2025	MED PRESBYT & BCBS	402-2-200-007-000	39,824.57
NM HEALTH CARE AUTHORITY	CC027667	06/30/2025	MED PRESBYT & BCBS	427-2-200-007-000	2,567.97
NM HEALTH CARE AUTHORITY	CC027667	06/30/2025	MED PRESBYT & BCBS	432-2-200-007-000	2,340.50
NM HEALTH CARE AUTHORITY	CC027667	06/30/2025	MED PRESBYT & BCBS	435-2-200-007-000	4,030.75
NM HEALTH CARE AUTHORITY	CC027667	06/30/2025	MED PRESBYT & BCBS	437-2-200-007-000	4,626.84
NM HEALTH CARE AUTHORITY	CC027667	06/30/2025	MED PRESBYT & BCBS	452-2-200-007-000	12,254.79
NM HEALTH CARE AUTHORITY	CC027667	06/30/2025	MED PRESBYT & BCBS	628-2-200-007-000	4,148.45
NM HEALTH CARE AUTHORITY	CC027668	06/30/2025	DISABILITY & ADMIN	401-2-200-005-000	1,415.35
NM HEALTH CARE AUTHORITY	CC027668	06/30/2025	DISABILITY & ADMIN	402-2-200-005-000	310.75
NM HEALTH CARE AUTHORITY	CC027668	06/30/2025	DISABILITY & ADMIN	427-2-200-005-000	27.20
NM HEALTH CARE AUTHORITY	CC027668	06/30/2025	DISABILITY & ADMIN	432-2-200-005-000	17.25
NM HEALTH CARE AUTHORITY	CC027668	06/30/2025	DISABILITY & ADMIN	435-2-200-005-000	30.50
NM HEALTH CARE AUTHORITY	CC027668	06/30/2025	DISABILITY & ADMIN	437-2-200-005-000	28.85
NM HEALTH CARE AUTHORITY	CC027668	06/30/2025	DISABILITY & ADMIN	452-2-200-005-000	108.80
NM HEALTH CARE AUTHORITY	CC027668	06/30/2025	DISABILITY & ADMIN	628-2-200-005-000	15.25
NM HEALTH CARE AUTHORITY	CC027669	06/30/2025	VISION PREMIUMS	401-2-200-021-000	1,680.84
NM HEALTH CARE AUTHORITY	CC027669	06/30/2025	ADJ # 2842	401-2-200-021-000	8.48
NM HEALTH CARE AUTHORITY	CC027669	06/30/2025	VISION PREMIUMS	402-2-200-021-000	356.34
NM HEALTH CARE AUTHORITY	CC027669	06/30/2025	VISION PREMIUMS	427-2-200-021-000	27.42
NM HEALTH CARE AUTHORITY	CC027669	06/30/2025	VISION PREMIUMS	432-2-200-021-000	31.84
NM HEALTH CARE AUTHORITY	CC027669	06/30/2025	VISION PREMIUMS	435-2-200-021-000	23.18
NM HEALTH CARE AUTHORITY	CC027669	06/30/2025	VISION PREMIUMS	437-2-200-021-000	41.04
NM HEALTH CARE AUTHORITY	CC027669	06/30/2025	VISION PREMIUMS	452-2-200-021-000	108.72
NM HEALTH CARE AUTHORITY	CC027669	06/30/2025	VISION PREMIUMS	628-2-200-021-000	27.42
NM HEALTH CARE AUTHORITY	CC027670	06/30/2025	DELTA DENTAL PREMIUMS	401-2-200-201-000	2,885.66
NM HEALTH CARE AUTHORITY	CC027670	06/30/2025	DELTA DENTAL PREMIUMS	402-2-200-201-000	414.50
NM HEALTH CARE AUTHORITY	CC027670	06/30/2025	DELTA DENTAL PREMIUMS	427-2-200-201-000	117.28
NM HEALTH CARE AUTHORITY	CC027670	06/30/2025	DELTA DENTAL PREMIUMS	437-2-200-201-000	78.18
NM HEALTH CARE AUTHORITY	CC027670	06/30/2025	DELTA DENTAL PREMIUMS	452-2-200-201-000	78.18
NM HEALTH CARE AUTHORITY	CC027670	06/30/2025	DELTA DENTAL PREMIUMS	628-2-200-201-000	195.46
Vendor NM HEALTH CARE AUTHORITY Total:					256,360.97

Vendor: REGENTS OF NEW MEXICO STATE UNIVERSITY

REGENTS OF NEW MEXICO S	15999	06/30/2025	CUST# CC000081005	401-7-732-224-000	100.00
REGENTS OF NEW MEXICO S	15999	06/30/2025	CUST# CC000081005	628-7-733-224-000	100.00
REGENTS OF NEW MEXICO S	17044	06/30/2025	MARIA KAUTZ/ RM113/ TO2	427-6-638-224-000	150.00
Vendor REGENTS OF NEW MEXICO STATE UNIVERSITY Total:					350.00

Vendor: REGIONAL IMAGING ENM, LLC

REGIONAL IMAGING ENM, LL	CC027647	06/30/2025	ACCT# 014-16067348	427-6-639-270-000	10.36
REGIONAL IMAGING ENM, LL	CC027648	06/30/2025	ACCT# 014-16067348	427-6-639-270-000	33.60
REGIONAL IMAGING ENM, LL	CC027649	06/30/2025	ACCT# 014-16067348	427-6-639-270-000	123.67
REGIONAL IMAGING ENM, LL	CC027650	06/30/2025	ACCT# 014-16067348	427-6-639-270-000	168.76
REGIONAL IMAGING ENM, LL	CC027651	06/30/2025	ACCT# 014-16067348	427-6-639-270-000	48.20
REGIONAL IMAGING ENM, LL	CC027652	06/30/2025	ACCT# 014-16018587	427-6-639-270-000	65.43
REGIONAL IMAGING ENM, LL	CC027653	06/30/2025	ACCT# 014-16039837	427-6-639-270-000	102.97
REGIONAL IMAGING ENM, LL	CC027654	06/30/2025	ACCT# 014-16067348	427-6-639-270-000	47.20
REGIONAL IMAGING ENM, LL	CC027655	06/30/2025	ACCT# 014-16013879	427-6-639-270-000	9.59

Expense Approval Register

Packet: APPKT03534 - YR END FINAL CK RUN 7/10/25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
REGIONAL IMAGING ENM, LL	CC027656	06/30/2025	ACCT# 014-16013325	427-6-639-270-000	65.43
Vendor REGIONAL IMAGING ENM, LLC Total:					675.21
Vendor: RICHARD TAYLOR					
RICHARD TAYLOR	CC027624	06/30/2025	NATIONAL FOREST COUNTIE	401-6-611-225-000	60.27
Vendor RICHARD TAYLOR Total:					60.27
Vendor: ROSWELL CLINIC CORP					
ROSWELL CLINIC CORP	CC027657	06/30/2025	ACCT# 1903104V1610	427-6-639-270-000	158.71
Vendor ROSWELL CLINIC CORP Total:					158.71
Vendor: ROSWELL W.F.L					
ROSWELL W.F.L	FY25-12WINGS	06/30/2025	FY25 WINGS for Life	432-7-761-267-000	2,000.00
Vendor ROSWELL W.F.L Total:					2,000.00
Vendor: THE ROSWELL REFUGE					
THE ROSWELL REFUGE	FY25-12RR	06/30/2025	FY25 Roswell Refuge	432-7-761-267-000	2,000.00
Vendor THE ROSWELL REFUGE Total:					2,000.00
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	39562197	06/30/2025	ACCT# 021-1965751-000	402-6-651-251-000	580.10
Vendor VISUAL EDGE IT, INC Total:					580.10
Vendor: WEX BANK					
WEX BANK	CC027658	06/30/2025	ACCT# 0496-00-237636-6	401-7-752-223-000	2,406.10
Vendor WEX BANK Total:					2,406.10
Vendor: ZECO, LLC.					
ZECO, LLC.	INV0453463	06/30/2025	TOWER 1T 30 GALLON DRU	401-6-692-230-000	1,678.29
ZECO, LLC.	INV0453464	06/30/2025	TOWER 1T 30 GALLON DRU	401-6-691-230-000	1,678.29
Vendor ZECO, LLC. Total:					3,356.58
Grand Total:					288,324.31

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	190,175.27
402 - ROAD FUND	42,597.73
410 - MIDWAY VOLUNTEER FIRE FND	412.76
411 - BERRENDO VOLUNTEER FIRE	179.86
414 - CC FIRE DIST #8 VOL FIRE	95.27
427 - INDIGENT HOSPITAL CLAIMS	17,850.61
432 - DWI GRANT FUNDS	8,668.81
435 - CORRECTION GRANTS	4,112.63
437 - ENVIRONMENTAL TAX	5,123.30
452 - FLOOD CONTROL	13,100.34
628 - PROPERTY VALUATION	4,507.73
631 - OTHER GRANTS & CONTRACTS	1,500.00
Grand Total:	288,324.31

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-005-000	GROUP INSURANCE PAY	3,370.26
401-2-200-007-000	MEDICAL INSURANCE PA	175,615.12
401-2-200-021-000	VISION CARE PAYABLE	1,689.32
401-2-200-201-000	Delta Dental	2,885.66
401-6-611-225-000	PER DIEM EXPENSE	60.27
401-6-619-340-000	TELEPHONE	84.83
401-6-691-230-000	SUPPLIES/TOOLS	1,678.29
401-6-691-243-000	HIGHWAY LIGHTS	607.13
401-6-692-230-000	SUPPLIES	1,678.29
401-7-732-224-000	EMPLOYEE TRAINING	100.00
401-7-752-223-000	VEHICLE FUELS	2,406.10
402-2-200-005-000	GROUP INSURANCE PAY	697.10
402-2-200-007-000	MEDICAL INSURANCE PA	39,824.57
402-2-200-021-000	VISION CARE PAYABLE	356.34
402-2-200-201-000	DELTA DENTAL	414.50
402-6-651-251-000	RENTALS	580.10
402-6-651-341-000	UTILITIES	252.13
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	472.99
410-8-816-341-000	UTILITIES	412.76
411-8-814-341-000	UTILITIES	179.86
414-8-819-341-000	UTILITIES	95.27
427-2-200-005-000	GROUP INSURANCE PAY	78.90
427-2-200-007-000	MEDICAL INSURANCE PA	2,567.97
427-2-200-021-000	VISION CARE PAYABLE	27.42
427-2-200-201-000	VOUCHERS PAYABLE	117.28
427-6-638-224-000	EMPLOYEE TRAINING	150.00
427-6-639-270-000	PAYMENT OF HOSPITAL	14,909.04
432-2-200-005-000	GROUP INSURANCE PAY	41.30
432-2-200-007-000	MEDICAL INS. PAYABLE	2,340.50
432-2-200-021-000	VISION CARE PAYABLE	31.84
432-7-761-251-000	RENTALS	88.43
432-7-761-267-000	CONTRACTUAL SERVICES	6,166.74
435-2-200-005-000	GROUP INSURANCE PAY	58.70
435-2-200-007-000	MEDICAL INSURANCE PA	4,030.75
435-2-200-021-000	VISION CARE PAYABLE	23.18
437-2-200-005-000	GROUP INSURANCE PAY	144.00
437-2-200-007-000	MEDICAL INSURANCE PA	4,626.84
437-2-200-021-000	VISION CARE PAYABLE	41.04
437-2-200-201-000	DELTA DENTAL	78.18
437-6-659-341-000	UTILITIES	233.24
452-2-200-005-000	GROUP INSURANCE PAY	450.78
452-2-200-007-000	MEDICAL INSURANCE PA	12,254.79
452-2-200-021-000	VISION CARE PAYABLE	108.72

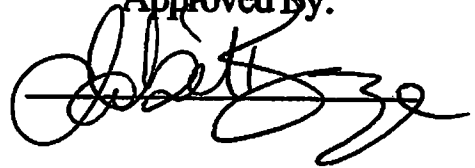
Account Summary

Account Number	Account Name	Expense Amount
452-2-200-201-000	VOUCHERS PAYABLE	78.18
452-8-832-251-000	RENTALS	207.87
628-2-200-005-000	GROUP INSURANCE PAY	36.40
628-2-200-007-000	MEDICAL INSURANCE PA	4,148.45
628-2-200-021-000	VISION CARE PAYABLE	27.42
628-2-200-201-000	VOUCHERS PAYABLE	195.46
628-7-733-224-000	EMPLOYEE TRAINING	100.00
631-8-885-267-000	OTHER CONTRACT SERVI	1,500.00
	Grand Total:	288,324.31

Project Account Summary

Project Account Key	Expense Amount
None	288,324.31
Grand Total:	288,324.31

Approved By:





Chaves County, NM

Expense Approval Register

Packet: APPKT03537 - CHECK RUN 7/11/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ALERT MEDIA, INC.					
ALERT MEDIA, INC.	INV27297	07/01/2025	EMERGENCY NOTIFICATION	401-6-614-249-000	6,673.21
			Vendor ALERT MEDIA, INC. Total:		6,673.21
Vendor: AMERICAN STEWARDS OF LIBERTY					
AMERICAN STEWARDS OF LI	BLOOM284173(4)	07/01/2025	ASL-NATURAL RESOURCE CO	401-6-619-260-000	1,500.00
			Vendor AMERICAN STEWARDS OF LIBERTY Total:		1,500.00
Vendor: BARRETT & COMPANY, INC.					
BARRETT & COMPANY, INC.	250637-B	07/01/2025	Appraisal for 1120 S Grand A	401-6-619-260-000	400.00
			Vendor BARRETT & COMPANY, INC. Total:		400.00
Vendor: BEACON SOFTWARE SOLUTIONS INC					
BEACON SOFTWARE SOLUTI	957	07/01/2025	JMS Semi Annual Mait/Supp	650-6-684-267-000	24,166.80
			Vendor BEACON SOFTWARE SOLUTIONS INC Total:		24,166.80
Vendor: BELL GAS INC.					
BELL GAS INC.	43808	07/01/2025	ACCT# 11020	452-8-832-223-000	3,189.11
			Vendor BELL GAS INC. Total:		3,189.11
Vendor: BELL GAS INC					
BELL GAS INC	317464	07/01/2025	ICE FOR FLOOD CREW	452-8-832-230-000	69.00
			Vendor BELL GAS INC Total:		69.00
Vendor: BERNALILLO COUNTY					
BERNALILLO COUNTY	75	07/01/2025	Care & Housing of Chaves Co	650-6-684-268-000	3,628.43
			Vendor BERNALILLO COUNTY Total:		3,628.43
Vendor: BRIGHTLY SOFTWARE, INC.					
BRIGHTLY SOFTWARE, INC.	INV-279846	07/01/2025	InventoryEdge - Central Supp	670-6-671-267-000	3,009.22
BRIGHTLY SOFTWARE, INC.	INV-280367	07/01/2025	Work order software 25-26F	401-6-691-267-000	7,007.94
			Vendor BRIGHTLY SOFTWARE, INC. Total:		10,017.16
Vendor: CARPET CLINIC ENTERPRISES INC					
CARPET CLINIC ENTERPRISES	85296	07/07/2025	Carpet Cleaning SO & Hallwa	401-6-691-257-000	6,665.73
			Vendor CARPET CLINIC ENTERPRISES INC Total:		6,665.73
Vendor: CATERPILLAR FINANCIAL SERVICES					
CATERPILLAR FINANCIAL SER	37158713	07/02/2025	CUST# 2476550	452-8-832-375-000	9,419.95
			Vendor CATERPILLAR FINANCIAL SERVICES Total:		9,419.95
Vendor: CHARTWELL ENTERPRISES					
CHARTWELL ENTERPRISES	CC027676	07/01/2025	ENVIRONMENT / NATURAL R	401-6-611-260-000	25,000.00
			Vendor CHARTWELL ENTERPRISES Total:		25,000.00
Vendor: CLEARGOV INC.					
CLEARGOV INC.	2025-17129	07/01/2025	FY26 ClearGov Annual Subsc	401-6-631-260-000	25,878.75
			Vendor CLEARGOV INC. Total:		25,878.75
Vendor: COOPERATIVE EDUCATIONAL SVCS.					
COOPERATIVE EDUCATIONAL	24-157768-1	07/01/2025	Complex Ste D Renovation	631-8-884-225-000	35,299.59
COOPERATIVE EDUCATIONAL	24-157768	07/01/2025	Appr# 23-H2922 Complex St	631-8-884-267-000	18,804.79
			Vendor COOPERATIVE EDUCATIONAL SVCS. Total:-		54,104.38
Vendor: CUMBERLAND CO-OPERATIVE WATER					
CUMBERLAND CO-OPERATIV	CC027677	07/01/2025	ACCT# G215	401-6-691-341-000	43.10
CUMBERLAND CO-OPERATIV	CC027678	07/01/2025	ACCT# B1085	408-8-812-341-000	28.00
CUMBERLAND CO-OPERATIV	CC027679	07/01/2025	ACCT# G105	410-8-816-341-000	28.00
			Vendor CUMBERLAND CO-OPERATIVE WATER Total:		99.10
Vendor: FABER & BRAND LLC					
FABER & BRAND LLC	INV0013122	07/10/2025	GARNISHMENT	402-2-200-011-000	301.54
			Vendor FABER & BRAND LLC Total:		301.54

Expense Approval Register

Packet: APPKT03537 - CHECK RUN 7/11/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: FLEETPRIDE, INC.					
FLEETPRIDE, INC.	126939074	07/02/2025	PARTS AND REPAIRS FOR EQ	402-6-653-221-000	160.49
				Vendor FLEETPRIDE, INC. Total:	160.49
Vendor: HERITAGE MEMORIAL ALLIANCE					
HERITAGE MEMORIAL ALLIA	13090	07/09/2025	PERMIT 6820	427-6-639-296-000	1,000.00
				Vendor HERITAGE MEMORIAL ALLIANCE Total:	1,000.00
Vendor: IWORQ SYSTEMS					
IWORQ SYSTEMS	212725	07/01/2025	IWorq - P&Z	401-6-624-249-000	7,050.00
IWORQ SYSTEMS	212725	07/01/2025	IWorq - Road	402-6-651-249-000	16,121.16
IWORQ SYSTEMS	212725	07/01/2025	IWorq - Flood	452-8-832-237-000	8,500.00
				Vendor IWORQ SYSTEMS Total:	31,671.16
Vendor: J & G ELECTRIC CO					
J & G ELECTRIC CO	37053	07/10/2025	Door Electric Striker Station	412-8-815-249-000	520.00
J & G ELECTRIC CO	38170	07/07/2025	Fuses for washing machines	401-6-696-230-000	40.40
				Vendor J & G ELECTRIC CO Total:	560.40
Vendor: KANSAS STATE BANK OF MANHATTAN					
KANSAS STATE BANK OF MA	57431-7-2025	07/08/2025	LEASE FOR VOLVO LOADERS	402-6-653-251-000	1,647.40
KANSAS STATE BANK OF MA	59234-7-2025	07/08/2025	ACCT# 3359234	402-6-653-251-000	2,670.85
				Vendor KANSAS STATE BANK OF MANHATTAN Total:	4,318.25
Vendor: KS STATE BANK					
KS STATE BANK	63214-8-2025	07/07/2025	CCDC EXTERIOR CAMERAS U	635-6-682-375-000	5,369.65
				Vendor KS STATE BANK Total:	5,369.65
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0013120	07/10/2025	NM RETIREE HEALTH CARE P	401-2-200-020-000	8,340.69
NM RETIREE HEALTH CARE A	INV0013120	07/10/2025	NM RETIREE HEALTH CARE P	402-2-200-020-000	2,157.65
NM RETIREE HEALTH CARE A	INV0013120	07/10/2025	NM RETIREE HEALTH CARE P	427-2-200-020-000	119.09
NM RETIREE HEALTH CARE A	INV0013120	07/10/2025	NM RETIREE HEALTH CARE P	432-2-200-020-000	115.73
NM RETIREE HEALTH CARE A	INV0013120	07/10/2025	NM RETIREE HEALTH CARE P	435-2-200-020-000	195.98
NM RETIREE HEALTH CARE A	INV0013120	07/10/2025	NM RETIREE HEALTH CARE P	437-2-200-020-000	111.99
NM RETIREE HEALTH CARE A	INV0013120	07/10/2025	NM RETIREE HEALTH CARE P	452-2-200-020-000	657.13
NM RETIREE HEALTH CARE A	INV0013120	07/10/2025	NM RETIREE HEALTH CARE P	628-2-200-020-000	127.71
NM RETIREE HEALTH CARE A	INV0013121	07/10/2025	NM Retiree HealthCare Law	401-2-200-020-000	3,237.30
				Vendor NM RETIREE HEALTH CARE AUTHORITY Total:	15,063.27
Vendor: NMAC FINANCE & PURCHASING AFFILIATE					
NMAC FINANCE & PURCHASI	CC027672	07/01/2025	ANALICIA NIETO AFFILIATE D	401-6-625-253-000	25.00
NMAC FINANCE & PURCHASI	CC027673	07/01/2025	FY26 Annual Membership Du	401-6-631-253-000	25.00
NMAC FINANCE & PURCHASI	CC027674	07/01/2025	FY26 Annual Membership Du	401-6-631-253-000	25.00
				Vendor NMAC FINANCE & PURCHASING AFFILIATE Total:	75.00
Vendor: NMAC MANAGERS AFFILIATE					
NMAC MANAGERS AFFILIATE	CC027675	07/09/2025	NMC MANAGERS AFFILIATE	401-6-612-253-000	100.00
				Vendor NMAC MANAGERS AFFILIATE Total:	100.00
Vendor: REDDEN PLUMBING & MECHANICAL					
REDDEN PLUMBING & MECH	13628	07/03/2025	Trouble shoot and supply pu	401-6-693-257-000	214.31
				Vendor REDDEN PLUMBING & MECHANICAL Total:	214.31
Vendor: ROSWELL DAILY RECORD					
ROSWELL DAILY RECORD	00306702	07/02/2025	LEGAL AD# 00306702	401-7-722-252-000	220.40
ROSWELL DAILY RECORD	00306703	07/02/2025	LEGAL AD# 00306703	401-7-722-252-000	299.91
ROSWELL DAILY RECORD	00306709	07/02/2025	LEGAL AD# 00306709	401-7-722-252-000	132.05
				Vendor ROSWELL DAILY RECORD Total:	652.36
Vendor: R-T TOW AND RECOVERY					
R-T TOW AND RECOVERY	25-11063	07/01/2025	Towing of vehicle to CCRD fo	401-7-751-260-000	147.97
R-T TOW AND RECOVERY	25-11064	07/01/2025	towing of vehicle to Rd for CI	401-7-751-260-000	147.97
				Vendor R-T TOW AND RECOVERY Total:	295.94
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0013110	07/10/2025	000454540	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0013112	07/10/2025	000480470	401-2-200-018-000	160.46

Expense Approval Register

Packet: APPKT03537 - CHECK RUN 7/11/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STATE OF NEW MEXICO	INV0013113	07/10/2025	000505194	401-2-200-018-000	381.69
STATE OF NEW MEXICO	INV0013114	07/10/2025	000467276	401-2-200-018-000	202.15
STATE OF NEW MEXICO	INV0013116	07/10/2025	000296238	402-2-200-018-000	203.08
STATE OF NEW MEXICO	INV0013117	07/10/2025	000300036	402-2-200-018-000	136.15
Vendor STATE OF NEW MEXICO Total:					1,216.45
Vendor: STEAMTECH					
STEAMTECH	106179	07/01/2025	Emergency Service for carpe	452-8-832-267-000	1,090.33
Vendor STEAMTECH Total:					1,090.33
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0013111	07/10/2025	0013625446	401-2-200-018-000	269.54
TEXAS CHILD SUPPORT SDU	INV0013115	07/10/2025	0013065364	401-2-200-018-000	174.92
Vendor TEXAS CHILD SUPPORT SDU Total:					444.46
Vendor: TYLER TECHNOLOGIES					
TYLER TECHNOLOGIES	025-510276	07/01/2025	Tyler Tech Manger Annual Fe	401-6-619-249-000	87,524.92
TYLER TECHNOLOGIES	025-510277	07/01/2025	Tyler University July 1-- June	401-6-619-249-000	1,403.72
Vendor TYLER TECHNOLOGIES Total:					88,928.64
Vendor: UTILITY ASSOCIATES, INC					
UTILITY ASSOCIATES, INC	UAS-46880	07/01/2025	12 reinstall kits for camera sy	401-7-751-267-000	17,136.50
UTILITY ASSOCIATES, INC	UAS-47265	07/01/2025	Renewal of Camera system B	635-6-682-375-000	90,000.00
Vendor UTILITY ASSOCIATES, INC Total:					107,136.50
Vendor: VERIZON COMMUNICATIONS INC.					
VERIZON COMMUNICATIONS	625000064458	07/01/2025	ACCT# 100000184908	401-6-619-267-000	2,385.21
Vendor VERIZON COMMUNICATIONS INC. Total:					2,385.21
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	39573261	07/01/2025	ACCT# 021-1965747-000	401-6-624-251-000	609.55
VISUAL EDGE IT, INC	39612589	07/04/2025	ACCT# 020-1902961-000	408-8-812-251-000	129.51
VISUAL EDGE IT, INC	39637309	07/08/2025	ACCT# 017-1663050-000	650-6-684-251-000	400.99
Vendor VISUAL EDGE IT, INC Total:					1,140.05
Vendor: WASTE CONNECTIONS OF N.M.					
WASTE CONNECTIONS OF N.	4237190V830	07/01/2025	ACCT# 5830-688853	452-8-832-267-000	244.48
Vendor WASTE CONNECTIONS OF N.M. Total:					244.48
Vendor: WILLIAM B. WILLIAMS					
WILLIAM B. WILLIAMS	CC027680	07/01/2025	NMC SUMMER CONF	401-6-611-226-000	147.40
Vendor WILLIAM B. WILLIAMS Total:					147.40
Grand Total:					433,327.51

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	203,703.71
402 - ROAD FUND	23,398.32
408 - EAST GRAND PLAINS VOLFIRE	157.51
410 - MIDWAY VOLUNTEER FIRE FND	28.00
412 - SIERRA VOLUNTEER FIRE FND	520.00
427 - INDIGENT HOSPITAL CLAIMS	1,119.09
432 - DWI GRANT FUNDS	115.73
435 - CORRECTION GRANTS	195.98
437 - ENVIRONMENTAL TAX	111.99
452 - FLOOD CONTROL	23,170.00
628 - PROPERTY VALUATION	127.71
631 - OTHER GRANTS & CONTRACTS	54,104.38
635 - EMERGENCY/CAPITAL OUTLAY	95,369.65
650 - DETENTION INMATE EXPENSES	28,196.22
670 - INTERNAL SERVICES	3,009.22
Grand Total:	433,327.51

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-018-000	CHILD ENFORCEMENT P	1,321.68
401-2-200-020-000	RETIREE H/C PAYABLE	11,577.99
401-6-611-226-000	MILEAGE REIMBURSEME	147.40
401-6-611-260-000	PROFESSIONAL SERVICE	25,000.00
401-6-612-253-000	DUES & OTHER FEES	100.00
401-6-614-249-000	EQUIP MAINT/AGREEME	6,673.21
401-6-619-249-000	EQUIP MAINT/AGREEME	88,928.64
401-6-619-260-000	PROFESSIONAL SERVICE	1,900.00
401-6-619-267-000	CONTRACTUAL SERVICES	2,385.21
401-6-624-249-000	EQUIP MAINT/AGREEME	7,050.00
401-6-624-251-000	RENTALS	609.55
401-6-625-253-000	DUES & OTHER FEES	25.00
401-6-631-253-000	DUES & OTHER FEES	50.00
401-6-631-260-000	PROFESSIONAL SERVICE	25,878.75
401-6-691-257-000	FACILITY MAINT/REPAIR	6,665.73
401-6-691-267-000	CONTRACTUAL SERVICES	7,007.94
401-6-691-341-000	UTILITIES	43.10
401-6-693-257-000	FACILITY MAINTENANCE	214.31
401-6-696-230-000	SUPPLIES/TOOLS	40.40
401-7-722-252-000	PRINTING/PUBLISHING	652.36
401-7-751-260-000	PROFESSIONAL SERVICE	295.94
401-7-751-267-000	CONTRACTUAL SERVICES	17,136.50
402-2-200-011-000	MISCELLANEOUS PAYABL	301.54
402-2-200-018-000	CHILD ENFORCEMENT P	339.23
402-2-200-020-000	RETIREE H/C PAYABLE	2,157.65
402-6-651-249-000	EQUIP MAINT/AGREEME	16,121.16
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	160.49
402-6-653-251-000	RENTALS	4,318.25
408-8-812-251-000	RENTALS	129.51
408-8-812-341-000	UTILITIES	28.00
410-8-816-341-000	UTILITIES	28.00
412-8-815-249-000	EQUIPMENT MAINT/AG	520.00
427-2-200-020-000	RETIREE H/C PAYABLE	119.09
427-6-639-296-000	INDIGENT BURIAL	1,000.00
432-2-200-020-000	RETIREE H/C PAYABLE	115.73
435-2-200-020-000	RETIREE H/C PAYABLE	195.98
437-2-200-020-000	RETIREE H/C PAYABLE	111.99
452-2-200-020-000	RETIREE H/C PAYABLE	657.13
452-8-832-223-000	VEHICLE FUELS	3,189.11
452-8-832-230-000	SUPPLIES/TOOLS	69.00

Account Summary

Account Number	Account Name	Expense Amount
452-8-832-237-000	SUBSCRIPTIONS/PUBLIC	8,500.00
452-8-832-267-000	CONTRACTUAL SERVICES	1,334.81
452-8-832-375-000	LEASE PURCHASE	9,419.95
628-2-200-020-000	RETIREE H/C PAYABLE	127.71
631-8-884-225-000	PER DIEM	35,299.59
631-8-884-267-000	CONTRACTUAL SERVICES	18,804.79
635-6-682-375-000	LEASE PURCHASES	95,369.65
650-6-684-251-000	RENTALS	400.99
650-6-684-267-000	CONTRACTUAL SERVICES	24,166.80
650-6-684-268-000	HOUSING OF PRISONERS	3,628.43
670-6-671-267-000	CONTRACTUAL SERVICES	3,009.22
	Grand Total:	433,327.51

Project Account Summary

Project Account Key	Expense Amount
None	433,327.51
Grand Total:	433,327.51

Approved By:





Chaves County, NM

Expense Approval Register

'KT03539 - CK RUN ShortTermDisability/7/17/25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: DOMINGO L ESTEBANE					
DOMINGO L ESTEBANE	CC027681	07/14/2025	SHORT TERM DISABILITY/NM	437-6-659-102-000	1,252.80
			Vendor DOMINGO L ESTEBANE Total:		1,252.80
			Grand Total:		1,252.80

Approved By:
Rutha Senano

Fund Summary

Fund	Expense Amount
437 - ENVIRONMENTAL TAX	1,252.80
Grand Total:	1,252.80

Account Summary

Account Number	Account Name	Expense Amount
437-6-659-102-000	REGULAR SALARIES	1,252.80
	Grand Total:	1,252.80

Project Account Summary

Project Account Key	Expense Amount
None	1,252.80
Grand Total:	1,252.80



Chaves County, NM

Expense Approval Register

Packet: APPKT03542 - CHECK RUN 7/18/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: B DIAMOND INFRA LLC					
B DIAMOND INFRA LLC	008752	07/01/2025	Capitan tower rental for July	401-7-751-251-000	538.88
			Vendor B DIAMOND INFRA LLC Total:		538.88
Vendor: BARRIER SYSTEMS LLC					
BARRIER SYSTEMS LLC	1996	07/09/2025	SUPPLIES/ EQUIPMENT/ RD	402-6-653-231-000	12,324.00
			Vendor BARRIER SYSTEMS LLC Total:		12,324.00
Vendor: BELL GAS INC.					
BELL GAS INC.	43892	07/14/2025	ACCT# 10693	402-6-653-223-000	18,987.73
			Vendor BELL GAS INC. Total:		18,987.73
Vendor: BELL GAS INC					
BELL GAS INC	317501	07/16/2025	ICE FOR FLOOD CREW	452-8-832-230-000	69.00
			Vendor BELL GAS INC Total:		69.00
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC027693	07/10/2025	ACCT# 44/ROAD	437-6-659-242-000	14,496.29
			Vendor CITY OF ROSWELL Total:		14,496.29
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC027695	07/18/2025	OPIOID SETTLEMENT FUND/	634-6-642-247-000	1,875,952.57
			Vendor CITY OF ROSWELL Total:		1,875,952.57
Vendor: CODE 3 SERVICE					
CODE 3 SERVICE	250184	07/16/2025	Intall radio and lights on unit	401-7-752-230-000	674.79
CODE 3 SERVICE	250579	07/11/2025	Repairs to portable radio for	401-7-752-230-000	351.81
			Vendor CODE 3 SERVICE Total:		1,026.60
Vendor: CRM ENTERPRISES, LLC					
CRM ENTERPRISES, LLC	46703	07/11/2025	WOVEN WORK SHIRT	401-6-691-238-000	54.00
			Vendor CRM ENTERPRISES, LLC Total:		54.00
Vendor: DEERE CREDIT, INC					
DEERE CREDIT, INC	3055775	07/07/2025	ACCT# 030-0074601-000	402-6-653-251-000	3,716.17
			Vendor DEERE CREDIT, INC Total:		3,716.17
Vendor: DONA ANA COUNTY					
DONA ANA COUNTY	CINV00001802	07/13/2025	JUVIE INMATE HOUSING	401-6-645-268-000	6,000.00
			Vendor DONA ANA COUNTY Total:		6,000.00
Vendor: ECOLAB INC.					
ECOLAB INC.	6353642816	07/10/2025	JANITORIAL SUPPLIES	650-6-684-230-000	3,816.00
			Vendor ECOLAB INC. Total:		3,816.00
Vendor: FORREST TIRE OF ROSWELL, NM INC.					
FORREST TIRE OF ROSWELL,	1084321	07/09/2025	Oil change for unit #1009 CC	401-7-752-221-000	610.90
FORREST TIRE OF ROSWELL,	1084393	07/14/2025	break pads for unit #1004-CC	401-7-752-221-000	244.95
			Vendor FORREST TIRE OF ROSWELL, NM INC. Total:		855.85
Vendor: GreatAmerica Financial Services					
GreatAmerica Financial Servi	39660376	07/14/2025	ACCT# 025-3132068-000	650-6-684-251-000	178.46
GreatAmerica Financial Servi	39667492	07/14/2025	ACCT# 009-3122754-000	401-7-741-230-000	61.49
GreatAmerica Financial Servi	39667492	07/14/2025	ACCT# 009-3122754-000	401-7-741-375-000	47.01
			Vendor GreatAmerica Financial Services Total:		286.96
Vendor: HERITAGE MEMORIAL ALLIANCE					
HERITAGE MEMORIAL ALLIA	13080	07/15/2025	PERMIT # 6816	427-6-639-296-000	1,000.00
			Vendor HERITAGE MEMORIAL ALLIANCE Total:		1,000.00
Vendor: INDIGENT HEALTHCARE SOLUTIONS					
INDIGENT HEALTHCARE SOL	80193	07/01/2025	FY 26 IHC Software- July 202	427-6-638-260-000	1,363.38
			Vendor INDIGENT HEALTHCARE SOLUTIONS Total:		1,363.38

Expense Approval Register

Packet: APPKT03542 - CHECK RUN 7/18/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: J & G ELECTRIC CO					
J & G ELECTRIC CO	38335	07/17/2025	Replace HVAC disconnect CC	401-6-693-257-000	1,897.41
Vendor J & G ELECTRIC CO Total:					1,897.41
Vendor: JOHNSON SEPTIC TANK CO.					
JOHNSON SEPTIC TANK CO.	26524	07/14/2025	Yearly PO for Grease Trap Cle	401-6-696-267-000	1,020.00
Vendor JOHNSON SEPTIC TANK CO. Total:					1,020.00
Vendor: LAS CRUCES HB MEDICAL SERVICES LLC					
LAS CRUCES HB MEDICAL SE	CC027682	07/14/2025	ACCT# 4220843V1928	427-6-639-270-000	390.59
Vendor LAS CRUCES HB MEDICAL SERVICES LLC Total:					390.59
Vendor: LEA COUNTY					
LEA COUNTY	J06-2025	07/01/2025	JUVIE INMATE HOUSING	401-6-645-268-000	44,400.00
Vendor LEA COUNTY Total:					44,400.00
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC027683	07/07/2025	ACCT# 076846512-0792590-	411-8-814-341-000	47.04
NEW MEXICO GAS COMPAN	CC027684	07/08/2025	ACCT# 077058012-0794705-	410-8-816-341-000	51.54
NEW MEXICO GAS COMPAN	CC027685	07/08/2025	ACCT# 077227312-1237385-	408-8-812-341-000	39.87
NEW MEXICO GAS COMPAN	CC027685	07/08/2025	ACCT# 077227312-0796398-	408-8-812-341-000	65.00
NEW MEXICO GAS COMPAN	CC027686	07/08/2025	ACCT# 077937001-0803495-	411-8-814-341-000	36.04
Vendor NEW MEXICO GAS COMPANY INC Total:					239.49
Vendor: NEW MEXICO STATE LIBRARY					
NEW MEXICO STATE LIBRARY	#1-FY26	07/01/2025	FY 26 Annual Allocation for N	401-6-671-436-000	525.00
Vendor NEW MEXICO STATE LIBRARY Total:					525.00
Vendor: NM ASSOC. OF ASSESSING OFFICERS					
NM ASSOC. OF ASSESSING O	CC027694	07/01/2025	Assessor's Affiliate Annual D	401-7-731-253-000	100.00
Vendor NM ASSOC. OF ASSESSING OFFICERS Total:					100.00
Vendor: NMAC PROBATE AFFILIATE					
NMAC PROBATE AFFILIATE	3	07/02/2025	Probate Judge NMC Associati	401-7-721-253-000	20.00
Vendor NMAC PROBATE AFFILIATE Total:					20.00
Vendor: NMC HEALTHCARE SERVICES AFFILIATE					
NMC HEALTHCARE SERVICES	CC027671	07/10/2025	AFFILIATE MEMBERSHIP/FY2	427-6-638-253-000	100.00
Vendor NMC HEALTHCARE SERVICES AFFILIATE Total:					100.00
Vendor: REGIONAL IMAGING ENM, LLC					
REGIONAL IMAGING ENM, LL	CC027687	07/14/2025	ACCT# 014-16013325	427-6-639-270-000	250.43
REGIONAL IMAGING ENM, LL	CC027688	07/14/2025	ACCT# 014-16013325	427-6-639-270-000	131.63
REGIONAL IMAGING ENM, LL	CC027689	07/14/2025	ACCT# 014-16013325	427-6-639-270-000	47.84
REGIONAL IMAGING ENM, LL	CC027690	07/14/2025	ACCT# 014-16013325	427-6-639-270-000	61.07
REGIONAL IMAGING ENM, LL	CC027691	07/14/2025	ACCT# 014-16016962	427-6-639-270-000	58.20
Vendor REGIONAL IMAGING ENM, LLC Total:					549.17
Vendor: ROSWELL CLINIC CORP					
ROSWELL CLINIC CORP	CC027692	07/10/2025	ACCT# 1902253V1610	427-6-639-270-000	456.98
Vendor ROSWELL CLINIC CORP Total:					456.98
Vendor: ROSWELL DAILY RECORD					
ROSWELL DAILY RECORD	00306591	07/09/2025	LEGAL AD# 00306591	401-6-624-252-000	102.24
ROSWELL DAILY RECORD	00306695	07/07/2025	LEGAL AD# 00306695	401-6-624-252-000	105.76
ROSWELL DAILY RECORD	00306700	07/07/2025	LEGAL AD# 00306700	401-6-624-252-000	93.76
Vendor ROSWELL DAILY RECORD Total:					301.76
Vendor: SCRS ACQUISITION CORP					
SCRS ACQUISITION CORP	306650	07/01/2025	App Maint Fees	650-6-684-267-000	1,750.00
Vendor SCRS ACQUISITION CORP Total:					1,750.00
Vendor: SECURITY TRANSPORT SERVICES INC					
SECURITY TRANSPORT SERVI	6736	07/08/2025	Prisoner transport 07/02/25	650-6-684-228-000	2,650.48
SECURITY TRANSPORT SERVI	6737	07/08/2025	Prisoner transport 07/03/20	650-6-684-228-000	1,969.65
Vendor SECURITY TRANSPORT SERVICES INC Total:					4,620.13

Expense Approval Register

Packet: APPKT03542 - CHECK RUN 7/18/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: SHINY BOYS SERVICES, LLC					
SHINY BOYS SERVICES, LLC	1455	07/14/2025	PORTABLE TOILET RENTAL	402-6-653-251-000	161.10
Vendor SHINY BOYS SERVICES, LLC Total:					161.10
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	99603	07/14/2025	JANITORIAL SUPPLIES	650-6-684-230-000	3,737.34
STARR JANITORIAL INC.	99642	07/15/2025	MISC JANITORIAL SUPPLIES	402-6-653-230-000	545.16
Vendor STARR JANITORIAL INC. Total:					4,282.50
Vendor: THE WRAP STUDIO, LLC					
THE WRAP STUDIO, LLC	3237	07/16/2025	Remove wrap on unit 996	401-6-691-221-000	380.00
Vendor THE WRAP STUDIO, LLC Total:					380.00
Vendor: TOM'S TOWING SERVICE					
TOM'S TOWING SERVICE	16341	07/09/2025	Towing of unit #946 to Road	401-7-751-260-000	156.45
Vendor TOM'S TOWING SERVICE Total:					156.45
Vendor: USDA, ANMIAL PLANT HEALTH INSPECTION					
USDA, ANMIAL PLANT HEALT	3005398048	07/01/2025	FY25 USDA Allocation- 4th Q	401-6-671-480-000	59,157.71
Vendor USDA, ANMIAL PLANT HEALTH INSPECTION Total:					59,157.71
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	39612587	07/04/2025	ACCT# 020-1889211-000	650-6-684-251-000	271.23
VISUAL EDGE IT, INC	39612588	07/04/2025	ACCT# 020-1889587-000	401-7-751-375-000	1,030.03
VISUAL EDGE IT, INC	39655675	07/11/2025	ACCT# 020-1919363-000	401-6-631-251-000	188.70
VISUAL EDGE IT, INC	39667493	07/14/2025	ACCT# 025-1906606-000	620-7-725-375-000	278.40
VISUAL EDGE IT, INC	39667496	07/14/2025	ACCT# 020-1854206-000	401-7-741-375-000	259.16
VISUAL EDGE IT, INC	39667498	07/14/2025	ACCT# 018-1768631-000	620-7-725-375-000	373.84
VISUAL EDGE IT, INC	39667501	07/14/2025	ACCT# 025-1768634-000	401-6-691-375-000	267.79
VISUAL EDGE IT, INC	39667502	07/14/2025	ACCT# 025-1777394-000	650-6-684-251-000	161.64
Vendor VISUAL EDGE IT, INC Total:					2,830.79
Grand Total:					2,063,826.51

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	118,287.84
402 - ROAD FUND	35,734.16
408 - EAST GRAND PLAINS VOLFIRE	104.87
410 - MIDWAY VOLUNTEER FIRE FND	51.54
411 - BERRENDO VOLUNTEER FIRE	83.08
427 - INDIGENT HOSPITAL CLAIMS	3,860.12
437 - ENVIRONMENTAL TAX	14,496.29
452 - FLOOD CONTROL	69.00
620 - CLERK RECORDING & FILING	652.24
634 - OPIOID SETTLEMENT	1,875,952.57
650 - DETENTION INMATE EXPENSES	14,534.80
Grand Total:	2,063,826.51

Account Summary

Account Number	Account Name	Expense Amount
401-6-624-252-000	PRINTING/PUBLISHING	301.76
401-6-631-251-000	RENTALS	188.70
401-6-645-268-000	CARE OF PRISONER SER	50,400.00
401-6-671-436-000	NM STATE LIBRARY	525.00
401-6-671-480-000	USDA - ANIMAL CONTR	59,157.71
401-6-691-221-000	VEH/HVY EQUIP. REPAIR	380.00
401-6-691-238-000	UNIFORMS	54.00
401-6-691-375-000	LEASE PURCHASE	267.79
401-6-693-257-000	FACILITY MAINTENANCE	1,897.41
401-6-696-267-000	CONTRACTUAL SERVICES	1,020.00
401-7-721-253-000	DUES & OTHER FEES	20.00
401-7-731-253-000	DUES & OTHER FEES	100.00
401-7-741-230-000	SUPPLIES/TOOLS	61.49
401-7-741-375-000	LEASE PURCHASES	306.17
401-7-751-251-000	RENTALS	538.88
401-7-751-260-000	PROFESSIONAL SERVICE	156.45
401-7-751-375-000	LEASE PURCHASE	1,030.03
401-7-752-221-000	VEH/HVY EQUIP. REPAIR	855.85
401-7-752-230-000	SUPPLIES/TOOLS	1,026.60
402-6-653-223-000	VEHICLE FUELS	18,987.73
402-6-653-230-000	SUPPLIES/TOOLS	545.16
402-6-653-231-000	NON-EXPENDABLE SUPP	12,324.00
402-6-653-251-000	RENTALS	3,877.27
408-8-812-341-000	UTILITIES	104.87
410-8-816-341-000	UTILITIES	51.54
411-8-814-341-000	UTILITIES	83.08
427-6-638-253-000	DUES & OTHER FEES	100.00
427-6-638-260-000	PROFESSIONAL SERVICE	1,363.38
427-6-639-270-000	PAYMENT OF HOSPITAL	1,396.74
427-6-639-296-000	INDIGENT BURIAL	1,000.00
437-6-659-242-000	LANDFILL EXPENSES	14,496.29
452-8-832-230-000	SUPPLIES/TOOLS	69.00
620-7-725-375-000	LEASE PURCHASES	652.24
634-6-642-247-000	CONSTRUCTION PROJEC	1,875,952.57
650-6-684-228-000	TRANSPORT PRISONERS	4,620.13
650-6-684-230-000	SUPPLIES/TOOLS	7,553.34
650-6-684-251-000	RENTALS	611.33
650-6-684-267-000	CONTRACTUAL SERVICES	1,750.00
	Grand Total:	2,063,826.51

Project Account Summary

Project Account Key	Expense Amount
None	2,063,826.51

Project Account Summary

Project Account Key
None

Expense Amount

Grand Total: 2,063,826.51

Approved By:
Rocio Senano



Chaves County, NM

Expense Approval Register

03544 - CK RUN Short term Disability 7/21/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: DOMINGO L ESTEBANE					
DOMINGO L ESTEBANE	CC027696	07/21/2025	NM Short Term Disability Pm	437-6-659-102-000	487.20
			Vendor DOMINGO L ESTEBANE Total:		487.20
			Grand Total:		487.20

Approved By:
Rick Serna

Fund Summary

Fund	Expense Amount
437 - ENVIRONMENTAL TAX	487.20
Grand Total:	487.20

Account Summary

Account Number	Account Name	Expense Amount
437-6-659-102-000	REGULAR SALARIES	487.20
	Grand Total:	487.20

Project Account Summary

Project Account Key	Expense Amount
None	487.20
Grand Total:	487.20

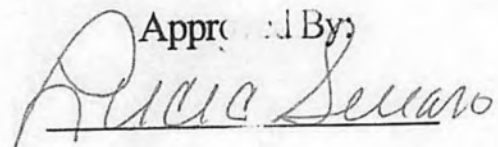


Chaves County, NM

Expense Approval Register

Packet: APPKT03548 - XCEL ACH PMTS 7/22/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC027697	07/11/2025	ACCT# 54-3943824-7	401-6-619-340-000	9,217.19
SOUTHWESTERN PUBLIC SER	CC027698	07/16/2025	ACCT# 54-1797003-1	401-6-691-243-000	100.35
SOUTHWESTERN PUBLIC SER	CC027699	07/17/2025	ACCT# 54-3949471-2	650-6-684-341-000	13,828.13
SOUTHWESTERN PUBLIC SER	CC027700	07/18/2025	ACCT# 54-3943798-4	401-6-691-243-000	61.71
SOUTHWESTERN PUBLIC SER	CC027701	07/14/2025	ACCT# 54-1632663-1	401-6-619-341-000	53.04
SOUTHWESTERN PUBLIC SER	CC027701	07/14/2025	ACCT# 54-1632663-1	401-6-691-341-000	102.28
SOUTHWESTERN PUBLIC SER	CC027701	07/14/2025	ACCT# 54-1632663-1	401-6-691-341-000	566.10
SOUTHWESTERN PUBLIC SER	CC027701	07/14/2025	ACCT# 54-1632663-1	401-6-699-341-000	389.67
SOUTHWESTERN PUBLIC SER	CC027701	07/14/2025	ACCT# 54-1632663-1	401-6-699-341-000	442.23
SOUTHWESTERN PUBLIC SER	CC027701	07/14/2025	ACCT# 54-1632663-1	401-6-699-341-000	416.03
SOUTHWESTERN PUBLIC SER	CC027701	07/14/2025	ACCT# 54-1632663-1	401-6-699-341-000	33.70
SOUTHWESTERN PUBLIC SER	CC027701	07/14/2025	ACCT# 54-1632663-1	401-6-699-341-000	250.77
SOUTHWESTERN PUBLIC SER	CC027701	07/14/2025	ACCT# 54-1632663-1	401-6-699-341-000	290.00
SOUTHWESTERN PUBLIC SER	CC027701	07/14/2025	ACCT# 54-1632663-1	437-6-659-341-000	69.76
SOUTHWESTERN PUBLIC SER	CC027702	07/10/2025	ACCT# 54-3943804-3	401-6-693-341-000	1,924.66
SOUTHWESTERN PUBLIC SER	CC027703	07/21/2025	ACCT # 54-3943772-4	401-6-691-243-000	34.08
SOUTHWESTERN PUBLIC SER	CC027704	07/18/2025	ACCT3 54-3943719-9	401-6-691-243-000	79.38
SOUTHWESTERN PUBLIC SER	CC027705	07/17/2025	ACCT# 54-3949465-4	402-6-651-341-000	1,185.01
SOUTHWESTERN PUBLIC SER	CC027706	07/15/2025	ACCT# 54-7497040-6	408-8-812-341-000	175.06
SOUTHWESTERN PUBLIC SER	CC027706	07/15/2025	ACCT# 54-3943725-7	408-8-812-341-000	185.70
SOUTHWESTERN PUBLIC SER	CC027707	07/21/2025	ACCT# 54-3943703-1	401-6-691-243-000	31.75
SOUTHWESTERN PUBLIC SER	CC027708	07/21/2025	ACCT# 54-3943686-9	401-6-691-243-000	32.81
SOUTHWESTERN PUBLIC SER	CC027709	07/09/2025	ACCT# 54-3949473-4	411-8-814-341-000	245.83
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					29,715.24
Grand Total:					29,715.24

Approved By


Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	14,025.75
402 - ROAD FUND	1,185.01
408 - EAST GRAND PLAINS VOLFIRE	360.76
411 - BERRENDO VOLUNTEER FIRE	245.83
437 - ENVIRONMENTAL TAX	69.76
650 - DETENTION INMATE EXPENSES	13,828.13
Grand Total:	29,715.24

Account Summary

Account Number	Account Name	Expense Amount
401-6-619-340-000	TELEPHONE	9,217.19
401-6-619-341-000	UTILITIES	53.04
401-6-691-243-000	HIGHWAY LIGHTS	340.08
401-6-691-341-000	UTILITIES	668.38
401-6-693-341-000	UTILITIES	1,924.66
401-6-699-341-000	UTILITIES	1,822.40
402-6-651-341-000	UTILITIES	1,185.01
408-8-812-341-000	UTILITIES	360.76
411-8-814-341-000	UTILITIES	245.83
437-6-659-341-000	UTILITIES	69.76
650-6-684-341-000	UTILITIES	13,828.13
Grand Total:		29,715.24

Project Account Summary

Project Account Key	Expense Amount
None	29,715.24
Grand Total:	29,715.24



Chaves County, NM

Expense Approval Register

Packet: APPKT03554 - CHECK RUN 7/25/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 42 CONSTRUCTION LLC					
42 CONSTRUCTION LLC	349	07/17/2025	ROOF REPAIRS CCDC	401-6-696-257-000	1,536.85
42 CONSTRUCTION LLC	353	07/17/2025	Roof repairs to CCAC	401-6-691-257-000	984.22
			Vendor 42 CONSTRUCTION LLC Total:		2,521.07
Vendor: ALTON'S POWER BLOCK GYM INC					
ALTON'S POWER BLOCK GYM	INV0013139	07/24/2025	ALTON'S POWER BLOCK GYM	401-2-200-024-000	32.32
ALTON'S POWER BLOCK GYM	INV0013139	07/24/2025	ALTON'S POWER BLOCK GYM	402-2-200-024-000	26.95
			Vendor ALTON'S POWER BLOCK GYM INC Total:		59.27
Vendor: ASA ARCHITECTS					
ASA ARCHITECTS	5112	07/01/2025	23-H2929 Public Health Offic	631-8-884-257-000	6,284.71
ASA ARCHITECTS	5143	07/23/2025	23-H2929 Public Health Offic	631-8-884-257-000	3,591.27
			Vendor ASA ARCHITECTS Total:		9,875.98
Vendor: ASPEN OF NEW MEXICO					
ASPEN OF NEW MEXICO	N25013-26-1	07/01/2025	ASPEN CLASS	650-6-684-260-000	1,250.00
			Vendor ASPEN OF NEW MEXICO Total:		1,250.00
Vendor: BELL GAS INC.					
BELL GAS INC.	43923	07/16/2025	ACCT# 10693	402-6-653-223-000	20,654.00
BELL GAS INC.	43991	07/15/2025	ACCT# 11020	452-8-832-223-000	3,376.22
			Vendor BELL GAS INC. Total:		24,030.22
Vendor: BOB REED PEST CONTROL INC					
BOB REED PEST CONTROL IN	20552164	07/18/2025	Weed control for entire CCD	401-6-696-257-000	6,577.40
			Vendor BOB REED PEST CONTROL INC Total:		6,577.40
Vendor: CENTRAL NM CORRECTIONAL FACILITY					
CENTRAL NM CORRECTIONA	9A-25CCDC	07/24/2025	INMATE housing of chaves c	650-6-684-268-000	6,831.78
			Vendor CENTRAL NM CORRECTIONAL FACILITY Total:		6,831.78
Vendor: CODE 3 SERVICE					
CODE 3 SERVICE	250586	07/17/2025	Remove and rework strobe li	401-6-691-221-000	887.51
			Vendor CODE 3 SERVICE Total:		887.51
Vendor: COLONIAL LIFE & ACCIDENT CO					
COLONIAL LIFE & ACCIDENT	INV0013142	07/24/2025	COLONIAL LIFE PAYABLE	401-2-200-016-000	1,337.76
COLONIAL LIFE & ACCIDENT	INV0013142	07/24/2025	COLONIAL LIFE PAYABLE	402-2-200-016-000	334.01
COLONIAL LIFE & ACCIDENT	INV0013142	07/24/2025	COLONIAL LIFE PAYABLE	427-2-200-016-000	86.76
COLONIAL LIFE & ACCIDENT	INV0013142	07/24/2025	COLONIAL LIFE PAYABLE	432-2-200-016-000	61.40
COLONIAL LIFE & ACCIDENT	INV0013142	07/24/2025	COLONIAL LIFE PAYABLE	435-2-200-016-000	25.21
COLONIAL LIFE & ACCIDENT	INV0013142	07/24/2025	COLONIAL LIFE PAYABLE	452-2-200-016-000	250.82
			Vendor COLONIAL LIFE & ACCIDENT CO Total:		2,095.96
Vendor: EASTERN NEW MEXICO UNIVERSITY-ROSWELL					
EASTERN NEW MEXICO UNIV	TC2526-04	07/21/2025	AHA Training Cards	401-6-614-230-000	400.00
			Vendor EASTERN NEW MEXICO UNIVERSITY-ROSWELL Total:		400.00
Vendor: EASTERN NM MEDICAL CENTER					
EASTERN NM MEDICAL CENT	CC027710	07/18/2025	ACCT# 5000033709	401-7-752-267-000	41.90
EASTERN NM MEDICAL CENT	CC027711	07/18/2025	ACCT# 5000025750	401-7-752-267-000	264.50
EASTERN NM MEDICAL CENT	CC027712	07/18/2025	ACCT# 5000045291	401-7-752-267-000	72.05
EASTERN NM MEDICAL CENT	CC027713	07/18/2025	ACCT# 5000043252	401-7-752-267-000	72.05
			Vendor EASTERN NM MEDICAL CENTER Total:		450.50
Vendor: EMS BUREAU/DEPT. OF HEALTH					
EMS BUREAU/DEPT. OF HEAL	CC027714	07/21/2025	EMS FUND/ SIERRA FD	412-8-828-230-000	650.00
EMS BUREAU/DEPT. OF HEAL	CC027715	07/21/2025	EMS FUND/ MIDWAY FD & E	410-8-828-230-000	5,900.00
			Vendor EMS BUREAU/DEPT. OF HEALTH Total:		6,550.00

Expense Approval Register

Packet: APPKT03554 - CHECK RUN 7/25/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: FABER & BRAND LLC					
FABER & BRAND LLC	INV0013154	07/24/2025	GARNISHMENT	402-2-200-011-000	301.54
			Vendor FABER & BRAND LLC Total:		301.54
Vendor: FLEETPRIDE, INC.					
FLEETPRIDE, INC.	127278932	07/17/2025	PARTS AND REPAIRS FOR EQ	402-6-653-221-000	356.03
			Vendor FLEETPRIDE, INC. Total:		356.03
Vendor: HIGH PLAINS FIRE SERVICES LLC					
HIGH PLAINS FIRE SERVICES	20280	07/01/2025	Hose, Ladder, and pump test	410-8-816-221-000	7,614.19
			Vendor HIGH PLAINS FIRE SERVICES LLC Total:		7,614.19
Vendor: HUITT-ZOLLARS, INC.					
HUITT-ZOLLARS, INC.	3146210214	07/22/2025	Construction Phase Serv - Br	402-6-653-246-003	1,456.59
			Vendor HUITT-ZOLLARS, INC. Total:		1,456.59
Vendor: JARAMILLO ACCOUNTING GROUP LLC					
JARAMILLO ACCOUNTING GR	2581	07/21/2025	Audit Services - FY 2025 Jara	401-6-619-267-000	16,143.75
			Vendor JARAMILLO ACCOUNTING GROUP LLC Total:		16,143.75
Vendor: KAUFMANS WEST, LLC					
KAUFMANS WEST, LLC	11254L	07/23/2025	(90) Correctional Officer Safe	650-6-694-371-000	57,960.00
			Vendor KAUFMANS WEST, LLC Total:		57,960.00
Vendor: L.N. CURTIS & SONS					
L.N. CURTIS & SONS	INV968626	07/15/2025	Foam pail Wrench - Station 1	413-8-818-230-000	150.35
			Vendor L.N. CURTIS & SONS Total:		150.35
Vendor: LAS CRUCES HB MEDICAL SERVICES LLC					
LAS CRUCES HB MEDICAL SE	CC027716	07/21/2025	ACCT# 4229248V1928	427-6-639-270-000	228.70
			Vendor LAS CRUCES HB MEDICAL SERVICES LLC Total:		228.70
Vendor: LINDMARK BILLBOARDS LLC					
LINDMARK BILLBOARDS LLC	INV123862	07/07/2025	Renewal of Billboard 2407 N.	401-7-751-236-000	11,605.75
			Vendor LINDMARK BILLBOARDS LLC Total:		11,605.75
Vendor: MORROW REARDON WILKINSON MILLER, LTD					
MORROW REARDON WILKIN	25-07102	07/21/2025	Appr# 23-ZH5053-9 - Expan	631-8-883-247-000	10,292.18
			Vendor MORROW REARDON WILKINSON MILLER, LTD Total:		10,292.18
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC027717	07/11/2025	ACCT# 077991703-1384720-	401-6-691-341-000	36.04
NEW MEXICO GAS COMPAN	CC027718	07/11/2025	ACCT# 115435453-0797988-	401-6-699-341-000	36.04
NEW MEXICO GAS COMPAN	CC027719	07/14/2025	ACCT# 077702112-0801146-	402-6-651-341-000	44.06
NEW MEXICO GAS COMPAN	CC027720	07/14/2025	ACCT# 077726812-0801393-	412-8-815-341-000	40.86
NEW MEXICO GAS COMPAN	CC027721	07/11/2025	ACCT# 077991703-0797981-	401-6-691-341-000	38.06
NEW MEXICO GAS COMPAN	CC027722	07/11/2025	ACCT# 077991703-0797982-	401-6-691-341-000	36.50
NEW MEXICO GAS COMPAN	CC027722	07/11/2025	ACCT# 077991703-0797983-	401-6-691-341-000	36.04
NEW MEXICO GAS COMPAN	CC027723	07/11/2025	ACCT# 077991703-0804041-	401-6-691-341-000	36.04
NEW MEXICO GAS COMPAN	CC027724	07/14/2025	ACCT# 078156501-0805690-	650-6-684-341-000	748.69
NEW MEXICO GAS COMPAN	CC027725	07/11/2025	ACCT# 115435453-1201470-	401-6-619-340-000	92.46
NEW MEXICO GAS COMPAN	CC027726	07/11/2025	ACCT# 115435453-1203867-	401-6-619-340-000	36.04
NEW MEXICO GAS COMPAN	CC027740	07/21/2025	ACCT# 075706312-0781188-	412-8-815-341-000	40.80
			Vendor NEW MEXICO GAS COMPANY INC Total:		1,221.63
Vendor: NEW YORK LIFE INSURANCE					
NEW YORK LIFE INSURANCE	INV0013150	07/24/2025	NEW YORK LIFE	401-2-200-015-000	879.17
NEW YORK LIFE INSURANCE	INV0013150	07/24/2025	NEW YORK LIFE	402-2-200-015-000	307.55
NEW YORK LIFE INSURANCE	INV0013150	07/24/2025	NEW YORK LIFE	427-2-200-015-000	171.02
NEW YORK LIFE INSURANCE	INV0013150	07/24/2025	NEW YORK LIFE	432-2-200-015-000	27.17
NEW YORK LIFE INSURANCE	INV0013150	07/24/2025	NEW YORK LIFE	437-2-200-015-000	67.70
			Vendor NEW YORK LIFE INSURANCE Total:		1,452.61
Vendor: NIKOLAS SEIGLER					
NIKOLAS SEIGLER	CC027739	07/24/2025	RE-ISSUE PAY PPE 5/26/24	401-6-642-102-000	1,116.49
			Vendor NIKOLAS SEIGLER Total:		1,116.49
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0013152	07/24/2025	NM RETIREE HEALTH CARE P	401-2-200-020-000	8,565.16

Expense Approval Register

Packet: APPKT03554 - CHECK RUN 7/25/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE A	INV0013152	07/24/2025	NM RETIREE HEALTH CARE P	402-2-200-020-000	2,186.96
NM RETIREE HEALTH CARE A	INV0013152	07/24/2025	NM RETIREE HEALTH CARE P	427-2-200-020-000	129.55
NM RETIREE HEALTH CARE A	INV0013152	07/24/2025	NM RETIREE HEALTH CARE P	432-2-200-020-000	117.32
NM RETIREE HEALTH CARE A	INV0013152	07/24/2025	NM RETIREE HEALTH CARE P	435-2-200-020-000	143.11
NM RETIREE HEALTH CARE A	INV0013152	07/24/2025	NM RETIREE HEALTH CARE P	437-2-200-020-000	51.72
NM RETIREE HEALTH CARE A	INV0013152	07/24/2025	NM RETIREE HEALTH CARE P	452-2-200-020-000	658.54
NM RETIREE HEALTH CARE A	INV0013153	07/24/2025	NM Retiree HealthCare Law	401-2-200-020-000	3,321.62
NM RETIREE HEALTH CARE A	INV0013168	07/24/2025	NM RETIREE HEALTH CARE P	401-2-200-020-000	1.89
Vendor NM RETIREE HEALTH CARE AUTHORITY Total:					15,175.87
Vendor: NMAC TREASURERS AFFILIATE					
NMAC TREASURERS AFFILIAT	CC027737	07/24/2025	REY 2025 FALL MEETING	401-7-741-224-000	125.00
NMAC TREASURERS AFFILIAT	CC027738	07/24/2025	ALFORD 2025 NM FALL MEE	401-7-741-224-000	125.00
Vendor NMAC TREASURERS AFFILIATE Total:					250.00
Vendor: NMCIA					
NMCIA	NMAC-00065	07/01/2025	Participation Fee FY 2026	401-6-611-253-000	35,298.00
NMCIA	NMCIA-00066	07/01/2025	Capital Adequacy Multi-line	401-6-619-314-000	80,157.00
NMCIA	WC-00092	07/01/2025	Worker's Compensation Fy 2	401-6-631-312-000	309,112.00
Vendor NMCIA Total:					424,567.00
Vendor: PORTIONPAC CHEMICAL CORP					
PORTIONPAC CHEMICAL COR	IN256622	07/10/2025	cleaning supplies	650-6-684-230-000	5,535.00
Vendor PORTIONPAC CHEMICAL CORP Total:					5,535.00
Vendor: PRE-PAID LEGAL SERVICES INC					
PRE-PAID LEGAL SERVICES IN	INV0013137	07/24/2025	LEGAL SHIELD PAYABLE	401-2-200-022-000	152.50
PRE-PAID LEGAL SERVICES IN	INV0013137	07/24/2025	LEGAL SHIELD PAYABLE	402-2-200-022-000	114.65
PRE-PAID LEGAL SERVICES IN	INV0013137	07/24/2025	LEGAL SHIELD PAYABLE	427-2-200-022-000	33.90
PRE-PAID LEGAL SERVICES IN	INV0013137	07/24/2025	LEGAL SHIELD PAYABLE	452-2-200-022-000	33.90
Vendor PRE-PAID LEGAL SERVICES INC Total:					334.95
Vendor: REGIONAL IMAGING ENM, LLC					
REGIONAL IMAGING ENM, LL	CC027727	07/21/2025	ACCT# 014-16002465	427-6-639-270-000	58.20
REGIONAL IMAGING ENM, LL	CC027728	07/21/2025	ACCT# 014-16016301	427-6-639-270-000	102.97
REGIONAL IMAGING ENM, LL	CC027729	07/15/2025	ACCT# 014-16051879	427-6-639-270-000	150.44
REGIONAL IMAGING ENM, LL	CC027730	07/22/2025	ACCT# 014-16021655	427-6-639-270-000	30.07
REGIONAL IMAGING ENM, LL	CC027731	07/21/2025	ACCT# 014-16069712	427-6-639-270-000	103.61
REGIONAL IMAGING ENM, LL	CC027732	07/21/2025	ACCT# 014-16002465	427-6-639-270-000	10.36
REGIONAL IMAGING ENM, LL	CC027733	07/21/2025	ACCT# 014-16069712	427-6-639-270-000	48.20
Vendor REGIONAL IMAGING ENM, LLC Total:					503.85
Vendor: RELADYNE WEST LLC					
RELADYNE WEST LLC	1253197-IN	07/15/2025	OIL AND LUBRICANTS FOR E	402-6-653-230-000	100.08
RELADYNE WEST LLC	1254752-IN	07/18/2025	OIL AND LUBRICANTS FOR E	402-6-653-230-000	934.00
Vendor RELADYNE WEST LLC Total:					1,034.08
Vendor: ROSWELL CHAMBER OF COMMERCE					
ROSWELL CHAMBER OF CO	1224905	07/02/2025	FY26 Annual Allocation for R	401-6-672-426-000	2,083.33
Vendor ROSWELL CHAMBER OF COMMERCE Total:					2,083.33
Vendor: SAFARI MICRO, INC.					
SAFARI MICRO, INC.	SM434395	07/08/2025	County-Wide Microsoft Licen	401-6-622-249-000	4,682.60
Vendor SAFARI MICRO, INC. Total:					4,682.60
Vendor: SIMPLISTIC MEDICAL, LLC					
SIMPLISTIC MEDICAL, LLC	CC027734	07/15/2025	ACCT# 154230E207225	427-6-639-270-000	311.94
Vendor SIMPLISTIC MEDICAL, LLC Total:					311.94
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	99672	07/18/2025	JANITORIAL SUPPLIES	650-6-684-230-000	10,499.28
Vendor STARR JANITORIAL INC. Total:					10,499.28
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0013140	07/24/2025	000454540	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0013143	07/24/2025	000480470	401-2-200-018-000	160.46
STATE OF NEW MEXICO	INV0013144	07/24/2025	000505194	401-2-200-018-000	381.69
STATE OF NEW MEXICO	INV0013145	07/24/2025	000467276	401-2-200-018-000	202.15

Expense Approval Register

Packet: APPKT03554 - CHECK RUN 7/25/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STATE OF NEW MEXICO	INV0013147	07/24/2025	000296238	402-2-200-018-000	203.08
STATE OF NEW MEXICO	INV0013148	07/24/2025	000300036	402-2-200-018-000	136.15
Vendor STATE OF NEW MEXICO Total:					1,216.45
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0013141	07/24/2025	0013625446	401-2-200-018-000	269.54
TEXAS CHILD SUPPORT SDU	INV0013146	07/24/2025	0013065364	401-2-200-018-000	174.92
Vendor TEXAS CHILD SUPPORT SDU Total:					444.46
Vendor: TOWN OF HAGERMAN					
TOWN OF HAGERMAN	CC027735	07/20/2025	ACCT# 670	401-7-751-341-000	87.76
Vendor TOWN OF HAGERMAN Total:					87.76
Vendor: UNITED WAY OF CHAVES COUNTY					
UNITED WAY OF CHAVES CO	INV0013136	07/24/2025	UNITED WAY PAYABLE	401-2-200-010-000	24.00
UNITED WAY OF CHAVES CO	INV0013136	07/24/2025	UNITED WAY PAYABLE	402-2-200-010-000	20.00
Vendor UNITED WAY OF CHAVES COUNTY Total:					44.00
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	39447155	07/01/2025	ACCT# 019-1836197-000	408-8-812-251-000	77.98
VISUAL EDGE IT, INC	39447157	07/01/2025	ACCT# 020-1897092-000	413-8-818-251-000	35.70
VISUAL EDGE IT, INC	39447160	07/01/2025	ACCT# 025-1768633-000	411-8-814-251-000	180.96
VISUAL EDGE IT, INC	39667494	07/14/2025	ACCT# 019-1836196-000	401-7-731-375-000	46.50
VISUAL EDGE IT, INC	39667499	07/14/2025	ACCT# 025-1768632-000	401-6-611-230-000	74.85
VISUAL EDGE IT, INC	39667499	07/14/2025	ACCT# 025-1768632-000	401-6-613-230-000	74.84
VISUAL EDGE IT, INC	39667499	07/14/2025	ACCT# 025-1768632-000	401-6-614-230-000	74.84
VISUAL EDGE IT, INC	39667499	07/14/2025	ACCT# 025-1768632-000	401-6-621-230-000	74.84
VISUAL EDGE IT, INC	39715630	07/21/2025	ACCT# 021-3060382-000	401-7-721-375-000	192.84
Vendor VISUAL EDGE IT, INC Total:					833.35
Vendor: WAIDE SAND & GRAVEL CO					
WAIDE SAND & GRAVEL CO	135529	07/10/2025	BITUMINOUS SURFACE TREA	402-6-653-291-000	6,059.03
WAIDE SAND & GRAVEL CO	136291	07/09/2025	1/2" ROCK CHIPS FOR CAP P	402-6-653-290-000	6,315.84
WAIDE SAND & GRAVEL CO	136312	07/09/2025	1/2" ROCK CHIPS FOR CAP P	402-6-653-290-000	6,419.54
WAIDE SAND & GRAVEL CO	136331	07/09/2025	1/2" ROCK CHIPS FOR CAP P	402-6-653-290-000	6,751.72
WAIDE SAND & GRAVEL CO	136351	07/09/2025	1/2" ROCK CHIPS FOR CAP P	402-6-653-290-000	6,333.01
WAIDE SAND & GRAVEL CO	136371	07/09/2025	1/2" ROCK CHIPS FOR CAP P	402-6-653-290-000	3,985.48
WAIDE SAND & GRAVEL CO	136385	07/10/2025	1/2" ROCK CHIPS FOR CAP P	402-6-653-290-000	5,709.11
WAIDE SAND & GRAVEL CO	136405	07/10/2025	1/2" ROCK CHIPS FOR CAP P	402-6-653-290-000	5,845.96
WAIDE SAND & GRAVEL CO	136425-1	07/10/2025	1/2" ROCK CHIPS FOR COOP	402-6-653-290-000	4,386.53
WAIDE SAND & GRAVEL CO	136425	07/10/2025	1/2" ROCK CHIPS FOR CAP P	402-6-653-290-000	1,365.25
WAIDE SAND & GRAVEL CO	136445	07/10/2025	1/2" ROCK CHIPS FOR CAP P	402-6-653-290-000	2,496.96
WAIDE SAND & GRAVEL CO	136455	07/10/2025	1/2" ROCK CHIPS FOR CAP P	402-6-653-290-000	6,017.83
WAIDE SAND & GRAVEL CO	136479	07/11/2025	1/2" ROCK CHIPS FOR CAP P	402-6-653-290-000	696.15
Vendor WAIDE SAND & GRAVEL CO Total:					62,382.41
Vendor: WILLIAM B. WILLIAMS					
WILLIAM B. WILLIAMS	CC027736	07/21/2025	2025 NACO ANNUAL CONF	401-6-611-225-000	67.29
Vendor WILLIAM B. WILLIAMS Total:					67.29
Grand Total:					701,483.12

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	487,962.48
402 - ROAD FUND	89,558.06
408 - EAST GRAND PLAINS VOLFIRE	77.98
410 - MIDWAY VOLUNTEER FIRE FND	13,514.19
411 - BERRENDO VOLUNTEER FIRE	180.96
412 - SIERRA VOLUNTEER FIRE FND	731.66
413 - RIO FELIX VOLUNTEER FIRE	186.05
427 - INDIGENT HOSPITAL CLAIMS	1,465.72
432 - DWI GRANT FUNDS	205.89
435 - CORRECTION GRANTS	168.32
437 - ENVIRONMENTAL TAX	119.42
452 - FLOOD CONTROL	4,319.48
631 - OTHER GRANTS & CONTRACTS	20,168.16
650 - DETENTION INMATE EXPENSES	82,824.75
Grand Total:	701,483.12

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	1,337.76
401-2-200-018-000	CHILD ENFORCEMENT P	1,321.68
401-2-200-020-000	RETIREE H/C PAYABLE	11,888.67
401-2-200-022-000	PRE-PAID SOFTWARE M	152.50
401-2-200-024-000	ALTONS POWER BLOCK	32.32
401-6-611-225-000	PER DIEM EXPENSE	67.29
401-6-611-230-000	SUPPLIES/TOOLS	74.85
401-6-611-253-000	DUES & OTHER FEES	35,298.00
401-6-613-230-000	SUPPLIES/TOOLS	74.84
401-6-614-230-000	SUPPLIES/TOOLS	474.84
401-6-619-267-000	CONTRACTUAL SERVICES	16,143.75
401-6-619-314-000	PROPERTY INSURANCE	80,157.00
401-6-619-340-000	TELEPHONE	128.50
401-6-621-230-000	SUPPLIES/TOOLS	74.84
401-6-622-249-000	EQUIP MAINT/AGREEME	4,682.60
401-6-631-312-000	WORKERS COMPENSATI	309,112.00
401-6-642-102-000	REGULAR SALARIES	1,116.49
401-6-672-426-000	CHAMBER OF COMMER	2,083.33
401-6-691-221-000	VEH/HVY EQUIP. REPAIR	887.51
401-6-691-257-000	FACILITY MAINT/REPAIR	984.22
401-6-691-341-000	UTILITIES	182.68
401-6-696-257-000	FACILITY MAINT/REPAIR	8,114.25
401-6-699-341-000	UTILITIES	36.04
401-7-721-375-000	LEASE PURCHASES	192.84
401-7-731-375-000	LEASE PURCHASE	46.50
401-7-741-224-000	EMPLOYEE TRAINING	250.00
401-7-751-236-000	CRIME PREVENTION SUP	11,605.75
401-7-751-341-000	UTILITIES	87.76
401-7-752-267-000	CONTRACTUAL SERVICES	450.50
402-2-200-010-000	UNITED WAY PAYABLE	20.00
402-2-200-011-000	MISCELLANEOUS PAYABL	301.54
402-2-200-015-000	NEW YORK LIFE INSURA	307.55
402-2-200-016-000	GLOBE LIFE PAYABLE	334.01
402-2-200-018-000	CHILD ENFORCEMENT P	339.23
402-2-200-020-000	RETIREE H/C PAYABLE	2,186.96
402-2-200-022-000	PRE-PAID LEGAL PAYABL	114.65
402-2-200-024-000	ALTONS POWER BLOCK	26.95
402-6-651-341-000	UTILITIES	44.06
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	356.03

Account Summary

Account Number	Account Name	Expense Amount
402-6-653-223-000	VEHICLE FUELS	20,654.00
402-6-653-230-000	SUPPLIES/TOOLS	1,034.08
402-6-653-246-003	ROAD PROJECTS-OTHER	1,456.59
402-6-653-290-000	PAVING PROJECTS-COOP	56,323.38
402-6-653-291-000	ROAD PROJECTS-OTHER	6,059.03
408-8-812-251-000	RENTALS	77.98
410-8-816-221-000	VEH/HVY EQUIP. REPAIR	7,614.19
410-8-828-230-000	EXPENDABLE SUPPLIES (	5,900.00
411-8-814-251-000	RENTALS	180.96
412-8-815-341-000	UTILITIES	81.66
412-8-828-230-000	SUPPLIES/TOOLS (EMS)	650.00
413-8-818-230-000	SUPPLIES/TOOLS	150.35
413-8-818-251-000	RENTALS	35.70
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	129.55
427-2-200-022-000	PRE-PAID LEGAL PAYABL	33.90
427-6-639-270-000	PAYMENT OF HOSPITAL	1,044.49
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	117.32
435-2-200-016-000	GLOBE LIFE PAYABLE	25.21
435-2-200-020-000	RETIREE H/C PAYABLE	143.11
437-2-200-015-000	NEW YORK LIFE INSURA	67.70
437-2-200-020-000	RETIREE H/C PAYABLE	51.72
452-2-200-016-000	GLOBE LIFE PAYABLE	250.82
452-2-200-020-000	RETIREE H/C PAYABLE	658.54
452-2-200-022-000	PRE-PAID LEGAL PAYABL	33.90
452-8-832-223-000	VEHICLE FUELS	3,376.22
631-8-883-247-000	CONSTRUCTION PROJEC	10,292.18
631-8-884-257-000	BUILDING MAINT/REPAI	9,875.98
650-6-684-230-000	SUPPLIES/TOOLS	16,034.28
650-6-684-260-000	PROFESSIONAL SERVICE	1,250.00
650-6-684-268-000	HOUSING OF PRISONERS	6,831.78
650-6-684-341-000	UTILITIES	748.69
650-6-694-371-000	EQUIPMENT/MACHINER	57,960.00
	Grand Total:	701,483.12

Project Account Summary

Project Account Key	Expense Amount
None	701,483.12
Grand Total:	701,483.12

Approved By:



Chaves County, NM

Expense Approval Register

Packet: APPKT03556 - PINK SHEET 7/28/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 437 - ENVIRONMENTAL TAX					
DOMINGO L ESTEBANE	CC027741	07/01/2025	SHRT TERM DISAB- DOMING	437-6-659-102-000	487.20
			Fund 437 - ENVIRONMENTAL TAX Total:		487.20
			Grand Total:		487.20

Approved By:

Riccia Senan

Fund Summary

Fund	Expense Amount
437 - ENVIRONMENTAL TAX	487.20
Grand Total:	487.20

Account Summary

Account Number	Account Name	Expense Amount
437-6-659-102-000	REGULAR SALARIES	487.20
Grand Total:		487.20

Project Account Summary

Project Account Key	Expense Amount
None	487.20
Grand Total:	487.20



Packet: PYPKT03294 - LERF Retention Distribution
Payroll Set: 01 - Chaves County

Pay Period: 06/23/2025 - 07/06/2025

Total Direct Deposits: 0.00
Total Check Amounts: 11,619.91

Males Paid: 4
Females Paid: 0
Unknown Paid: 0
Total Employees: 4

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
LERFCERT	0.00	13,963.00	01-FEDWH	13,963.00	1,642.45	0.00
			01-MC WH	13,963.00	202.46	202.46
			01-ST WH	13,963.00	498.18	0.00
			01-Unemp	13,963.00	0.00	0.00
Total:	0.00	13,963.00		Total:	2,343.09	202.46

RECAP 01 - Chaves County

Earnings:	13,963.00	Benefits:	0.00	Deductions:	0.00	Taxes:	2,343.09	Net Pay:	11,619.91

Approved By:
Alicia Senano



Packet: PYPKT03296 - ppe 07/06/25 Large Run
Payroll Set: 01 - Chaves County

Pay Period: 06/23/2025 - 07/06/2025

Total Direct Deposits: 330,589.96
Total Check Amounts: 15,880.34

Males Paid: 157
Females Paid: 92
Unknown Paid: 0
Total Employees: 249

EARNINGS			BENEFITS		
Pay Code	Units	Pay Amount	Pay Code	Units	Pay Amount
HOL	1,998.00	50,441.41	ABS	302.00	0.00
ON-CALL HOLIDAY	6.00	300.00	FRGV	544.00	204.00
ON-CALL REG	65.00	1,625.00	Total:	846.00	204.00
OT	685.25	23,493.49			
PERS	28.00	659.76			
REG	12,799.50	289,119.79			
SAL	2,430.00	84,954.88			
SICK	572.82	14,695.28			
SPOT	826.50	17,857.78			
SPOTS	370.00	8,117.54			
TRN/TRVL	200.00	7,891.90			
VAC	1,324.43	35,601.86			
Total:	21,305.50	534,758.69			

TAXES

Code	Subject To	Employee	Employer
01-FEDWH	433,373.16	30,642.92	0.00
01-FICA	407,134.13	25,242.32	25,242.32
01-MC WH	503,860.04	7,305.94	7,305.94
01-ST WH	433,373.16	12,022.53	0.00
01-Unemp	534,962.69	0.00	0.00
Total:		75,213.71	32,548.26

DEDUCTIONS

Code	Subject To	Employee	Employer
04	0.00	0.00	0.00
05	0.00	26,036.51	246,260.01
05A	0.00	0.00	0.00
05T	0.00	1,489.99	15,009.01
09	0.00	0.00	0.00
15	0.00	4,353.50	0.00
19	0.00	1,955.46	0.00
19A	0.00	0.00	0.00
19T	0.00	108.96	0.00
ADM	0.00	0.00	315.15
C112	0.00	132.92	0.00
C114	0.00	269.54	0.00
CS-120	0.00	160.46	0.00
CS-124	0.00	381.69	0.00
CS-125	0.00	202.15	0.00
CS-126	0.00	174.92	0.00
CS-128	0.00	203.08	0.00
CS-129	0.00	136.15	0.00
DEL	0.00	3,110.68	0.00
DELT	0.00	211.12	0.00
DEN	0.00	0.00	783.00
DIS	0.00	1,614.60	0.00
DNA	0.00	0.00	0.00
DSA	0.00	0.00	0.00
EXE	8,227.86	0.00	0.00
G- Faber & Brand LLC	0.00	301.54	0.00
G- RAUSH STURM LLP	0.00	0.00	0.00
LEO	86,327.53	12,344.81	22,143.03
LFD	0.00	1,280.84	0.00
LFE	0.00	0.00	1,659.10
PRE	392,561.68	53,584.57	73,801.60
RHC	394,196.97	3,942.10	7,883.87
RHL	86,327.53	1,079.09	2,158.21
Total:		113,074.68	370,012.98

Approved By:

RECAP 01 - Chaves County

Earnings: 534,758.69 Benefits: 204.00 Deductions: 113,074.68 Taxes: 75,213.71 Net Pay: 346,470.30



Packet: PYPKT03301 - ppe 07/06/25 SORT Run
Payroll Set: 01 - Chaves County

Pay Period: 06/23/2025 - 07/06/2025

Total Direct Deposits: 0.00
Total Check Amounts: 7,200.00

Males Paid: 9
Females Paid: 3
Unknown Paid: 0
Total Employees: 12

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
CERT	0.00	7,796.40	01-FEDWH	7,796.40	0.00	0.00
Total:	0.00	7,796.40	01-FICA	7,796.40	483.36	483.36
			01-MC WH	7,796.40	113.04	113.04
			01-ST WH	7,796.40	0.00	0.00
			01-Unemp	7,796.40	0.00	0.00
			Total:		596.40	596.40

RECAP 01 - Chaves County

Earnings:	7,796.40	Benefits:	0.00	Deductions:	0.00	Taxes:	596.40	Net Pay:	7,200.00

Approved By:
Alicia Sevens



Packet: PYPKT03302 - ppe 07/06/25 Leave Conversions Run
Payroll Set: 01 - Chaves County

Pay Period: 06/23/2025 - 07/06/2025

Total Direct Deposits: 2,103.19
Total Check Amounts: 0.00

Males Paid: 2
Females Paid: 1
Unknown Paid: 0
Total Employees: 3

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
VACC	72.00	2,214.80	01-FEDWH	2,214.80	10.86	0.00
			01-FICA	685.53	42.50	42.50
			01-MC WH	2,214.80	32.11	32.11
			01-ST WH	2,214.80	26.14	0.00
			01-Unemp	2,214.80	0.00	0.00
Total:	72.00	2,214.80		Total:	111.61	74.61

RECAP 01 - Chaves County

Earnings:	2,214.80	Benefits:	0.00	Deductions:	0.00	Taxes:	111.61	Net Pay:	2,103.19

Approved By:
Ricardo Serrano



Packet: PYPKT03303 - ppe 07/06/25 Finals Run
Payroll Set: 01 - Chaves County

Pay Period: 06/23/2025 - 07/06/2025

Total Direct Deposits: 731.90
Total Check Amounts: 0.00

Males Paid: 0
Females Paid: 2
Unknown Paid: 0
Total Employees: 2

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
VACC	39.09	792.67	01-FEDWH	792.67	0.00	0.00
			01-FICA	792.67	49.14	49.14
			01-MC WH	792.67	11.50	11.50
			01-ST WH	792.67	0.13	0.00
			01-Unemp	792.67	0.00	0.00
Total:	39.09	792.67		Total:	60.77	60.64

RECAP 01 - Chaves County

Earnings:	792.67	Benefits:	0.00	Deductions:	0.00	Taxes:	60.77	Net Pay:	731.90

Approved By:
Riccia Senano



Chaves County, NM

Detail Register

Payroll Summary

Packet: PYPKT03308 - ppe 07/20/25 Large Run
Payroll Set: 01 - Chaves County

Pay Period: 07/07/2025 - 07/20/2025

Total Direct Deposits: 368,362.29
Total Check Amounts: 15,750.45

Males Paid: 158
Females Paid: 89
Unknown Paid: 0
Total Employees: 247

EARNINGS

Pay Code	Units	Pay Amount
K9 PAY	0.00	1,333.32
ODWI	35.75	1,347.99
ON-CALL REG	70.00	1,750.00
OT	1,302.50	46,716.96
PERS	48.00	1,138.12
REG	14,479.50	333,201.01
SAL	2,824.50	102,255.07
SICK	664.25	16,349.60
SPOT	280.00	6,666.23
SPOTS	374.75	8,498.05
TRN/TRVL	84.00	3,927.46
VAC	1,017.25	29,267.49
VACC	24.00	819.99
WC	80.00	0.00
Total:	21,284.50	553,271.29

BENEFITS

Pay Code	Units	Pay Amount
ABS	329.75	0.00
FRGC	0.00	1,156.08
FRGV	724.50	271.69
Total:	1,054.25	1,427.77

TAXES

Code	Subject To	Employee	Employer
01-FEDWH	482,496.53	37,298.45	0.00
01-FICA	447,797.29	27,763.36	27,763.36
01-MC WH	554,699.06	8,043.14	8,043.14
01-ST WH	482,496.53	14,271.51	0.00
01-Unemp	554,699.06	0.00	0.00
Total:		87,376.46	35,806.50

DEDUCTIONS

Code	Subject To	Employee	Employer
08	0.00	44.00	0.00
09	0.00	0.00	0.00
12	0.00	334.95	0.00
15	0.00	4,403.50	0.00
ALT	0.00	59.27	0.00
C112	0.00	132.92	0.00
C114	0.00	269.54	0.00
COL LFE	0.00	2,095.96	0.00
CS-120	0.00	160.46	0.00
CS-124	0.00	381.69	0.00
CS-125	0.00	202.15	0.00
CS-126	0.00	174.92	0.00
CS-128	0.00	203.08	0.00
CS-129	0.00	136.15	0.00
EXE	8,512.58	0.00	0.00
G- Faber & Brand LLC	0.00	301.54	0.00
G- RAUSH STURM LLP	0.00	0.00	0.00
LEO	88,575.98	12,666.36	23,605.52
NY LIFE	0.00	1,452.61	0.00
PRE	393,442.87	53,704.90	77,901.69
RHC	395,078.16	3,950.86	7,901.50
RHL	88,575.98	1,107.23	2,214.39
Total:		81,782.09	111,623.10

Approved By:

Riccia Serrano

RECAP 01 - Chaves County

Earnings: 553,271.29 Benefits: 1,427.77 Deductions: 81,782.09 Taxes: 87,376.46 Net Pay: 384,112.74



Packet: PYPKT03313 - ppe 07/20/25 Leave Conversions Run
Payroll Set: 01 - Chaves County

Pay Period: 07/07/2025 - 07/20/2025

Total Direct Deposits: 2,940.28
Total Check Amounts: 521.53

Males Paid: 2
Females Paid: 4
Unknown Paid: 0
Total Employees: 6

EARNINGS			TAXES		
Pay Code	Units	Pay Amount	Code	Subject To	Employee Employer
VACC	144.00	3,921.65	01-FEDWH	3,921.65	81.37 0.00
			01-FICA	3,921.65	243.14 243.14
			01-MC WH	3,921.65	56.85 56.85
			01-ST WH	3,921.65	78.48 0.00
			01-Unemp	3,921.65	0.00 0.00
Total:	144.00	3,921.65	Total:	459.84	299.99

RECAP 01 - Chaves County

Earnings:	3,921.65	Benefits:	0.00	Deductions:	0.00	Taxes:	459.84	Net Pay:	3,461.81

Approved By:



Packet: PYPKT03317 - ppe 07/20/25 CCDC Late Memo Run
Payroll Set: 01 - Chaves County

Pay Period: 07/07/2025 - 07/20/2025

Total Direct Deposits: 0.00
Total Check Amounts: 1,240.60

Males Paid: 5
Females Paid: 5
Unknown Paid: 0
Total Employees: 10

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
OT	39.00	1,181.85	01-FEDWH	1,344.76	0.00	0.00
REG	80.00	63.20	01-FICA	1,353.39	83.91	83.91
SPOT	18.50	108.34	01-MC WH	1,353.39	19.62	19.62
Total:	137.50	1,353.39	01-ST WH	1,344.76	0.00	0.00
			01-Unemp	1,353.39	0.00	0.00
			Total:		103.53	103.53
DEDUCTIONS						
Code	Subject To	Employee	Employer			
PRE	63.20	8.63	12.51			
RHC	63.20	0.63	1.26			
Total:		9.26	13.77			

RECAP 01 - Chaves County

Earnings:	1,353.39	Benefits:	0.00	Deductions:	9.26	Taxes:	103.53	Net Pay:	1,240.60

Approved By: Rutha Senan



Packet: PYPKT03315 - ppe 07/20/25 Finals Run
Payroll Set: 01 - Chaves County

Pay Period: 07/07/2025 - 07/20/2025

Total Direct Deposits: 1,167.04
Total Check Amounts: 0.00

Males Paid: 0
Females Paid: 1
Unknown Paid: 0
Total Employees: 1

EARNINGS			TAXES						
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer			
VACC	62.46	1,341.02	01-FEDWH	1,341.02	47.56	0.00			
Total:	62.46	1,341.02	01-FICA	1,341.02	83.14	83.14			
			01-MC WH	1,341.02	19.44	19.44			
			01-ST WH	1,341.02	23.84	0.00			
			01-Unemp	1,341.02	0.00	0.00			
			Total:		173.98	102.58			
RECAP 01 - Chaves County									
Earnings:	1,341.02	Benefits:	0.00	Deductions:	0.00	Taxes:	173.98	Net Pay:	1,167.04

Approved By:
Rocio Serrano

Local Budget Adjustment

June 2025

<u>Account</u>	<u>Desc</u>	<u>Amount</u>
410-8-816-372-000	June Local Budget Adjustment 1	(120,892.00)
412-8-815-372-000	June Local Budget Adjustment 1	(111,135.00)
401-6-642-102-000	June Local Budget Adjustment 1	(94,543.00)
635-6-682-381-100	June Local Budget Adjustment 1	(81,365.00)
432-7-762-237-000	June Local Budget Adjustment 1	(42,460.00)
401-6-619-249-000	June Local Budget Adjustment 1	(38,144.00)
402-6-653-251-000	June Local Budget Adjustment 1	(28,764.00)
401-7-752-110-000	June Local Budget Adjustment 1	(23,000.00)
401-6-642-110-000	June Local Budget Adjustment 1	(22,680.00)
650-6-694-371-000	June Local Budget Adjustment 1	(22,000.00)
432-7-761-102-000	June Local Budget Adjustment 1	(20,011.00)
411-8-814-371-000	June Local Budget Adjustment 1	(20,000.00)
411-8-814-256-000	June Local Budget Adjustment 1	(18,000.00)
412-8-815-319-000	June Local Budget Adjustment 1	(15,500.00)
401-6-692-111-000	June Local Budget Adjustment 1	(15,000.00)
407-8-811-233-000	June Local Budget Adjustment 1	(15,000.00)
411-8-814-233-000	June Local Budget Adjustment 1	(12,463.00)
401-6-691-102-000	June Local Budget Adjustment 1	(11,850.00)
401-6-691-267-000	June Local Budget Adjustment 1	(11,755.00)
631-8-886-372-001	June Local Budget Adjustment 1	(10,482.00)
411-8-814-231-000	June Local Budget Adjustment 1	(10,000.00)
435-6-643-102-000	June Local Budget Adjustment 1	(9,500.00)
409-8-813-256-000	June Local Budget Adjustment 1	(7,696.00)
401-6-691-227-000	June Local Budget Adjustment 1	(6,532.00)
401-6-691-230-000	June Local Budget Adjustment 1	(6,357.00)
408-8-812-372-000	June Local Budget Adjustment 1	(6,312.00)
414-8-819-257-000	June Local Budget Adjustment 1	(6,052.00)
452-8-832-102-000	June Local Budget Adjustment 1	(6,000.00)
401-7-732-102-000	June Local Budget Adjustment 1	(5,984.00)
401-6-691-243-000	June Local Budget Adjustment 1	(5,885.00)
407-8-811-249-000	June Local Budget Adjustment 1	(5,375.00)
412-8-815-341-000	June Local Budget Adjustment 1	(5,077.00)
401-6-691-257-000	June Local Budget Adjustment 1	(5,000.00)
401-6-691-224-000	June Local Budget Adjustment 1	(4,914.00)
412-8-815-233-000	June Local Budget Adjustment 1	(4,615.00)
401-7-741-252-000	June Local Budget Adjustment 1	(4,210.00)
401-6-691-221-000	June Local Budget Adjustment 1	(4,000.00)
401-6-699-257-000	June Local Budget Adjustment 1	(3,400.00)
401-6-611-260-000	June Local Budget Adjustment 1	(3,063.00)
401-6-692-110-000	June Local Budget Adjustment 1	(2,500.00)
432-7-761-231-000	June Local Budget Adjustment 1	(2,500.00)

620-7-725-225-000	June Local Budget Adjustment 1	(2,150.00)
401-6-694-256-000	June Local Budget Adjustment 1	(2,000.00)
432-7-766-237-000	June Local Budget Adjustment 1	(2,000.00)
401-7-731-231-000	June Local Budget Adjustment 1	(1,234.00)
401-6-691-260-000	June Local Budget Adjustment 1	(1,080.00)
401-6-699-231-000	June Local Budget Adjustment 1	(1,000.00)
401-6-699-267-000	June Local Budget Adjustment 1	(1,000.00)
401-6-691-242-000	June Local Budget Adjustment 1	(900.00)
401-6-631-231-000	June Local Budget Adjustment 1	(793.00)
401-6-621-231-000	June Local Budget Adjustment 1	(765.00)
401-6-631-249-000	June Local Budget Adjustment 1	(643.00)
401-6-613-225-000	June Local Budget Adjustment 1	(626.00)
401-6-642-231-000	June Local Budget Adjustment 1	(570.00)
452-8-832-319-000	June Local Budget Adjustment 1	(470.00)
401-6-691-226-000	June Local Budget Adjustment 1	(400.00)
401-6-622-249-000	June Local Budget Adjustment 1	(256.00)
401-6-645-227-000	June Local Budget Adjustment 1	(186.00)
401-6-691-225-000	June Local Budget Adjustment 1	(100.00)
427-6-638-341-000	June Local Budget Adjustment 1	(75.00)
401-6-625-312-000	June Local Budget Adjustment 1	(61.00)
401-6-612-231-000	June Local Budget Adjustment 1	(55.00)
401-7-741-253-000	June Local Budget Adjustment 1	7.00
401-6-631-227-000	June Local Budget Adjustment 1	12.00
401-6-622-237-000	June Local Budget Adjustment 1	24.00
407-8-811-260-000	June Local Budget Adjustment 1	46.00
401-7-732-106-000	June Local Budget Adjustment 1	48.00
401-6-612-341-000	June Local Budget Adjustment 1	55.00
401-6-625-340-000	June Local Budget Adjustment 1	61.00
412-8-815-237-000	June Local Budget Adjustment 1	70.00
427-6-638-340-000	June Local Budget Adjustment 1	75.00
411-8-820-106-000	June Local Budget Adjustment 1	84.00
411-8-828-227-000	June Local Budget Adjustment 1	100.00
412-8-820-226-000	June Local Budget Adjustment 1	100.00
401-6-611-252-000	June Local Budget Adjustment 1	143.00
401-7-752-106-000	June Local Budget Adjustment 1	150.00
414-8-820-230-000	June Local Budget Adjustment 1	150.00
631-6-697-230-000	June Local Budget Adjustment 1	160.00
401-6-645-267-000	June Local Budget Adjustment 1	186.00
401-6-611-253-000	June Local Budget Adjustment 1	192.00
402-6-651-237-000	June Local Budget Adjustment 1	212.00
411-8-828-230-000	June Local Budget Adjustment 1	220.00
452-8-832-340-000	June Local Budget Adjustment 1	220.00
408-8-812-221-000	June Local Budget Adjustment 1	228.00
401-6-622-340-000	June Local Budget Adjustment 1	232.00
414-8-819-227-000	June Local Budget Adjustment 1	235.00
401-6-631-230-000	June Local Budget Adjustment 1	242.00
408-8-820-230-000	June Local Budget Adjustment 1	242.00

432-7-766-102-000	June Local Budget Adjustment 1	250.00
452-8-832-341-000	June Local Budget Adjustment 1	250.00
432-7-761-106-000	June Local Budget Adjustment 1	260.00
412-8-820-225-000	June Local Budget Adjustment 1	274.00
412-8-820-224-000	June Local Budget Adjustment 1	300.00
401-6-692-106-000	June Local Budget Adjustment 1	350.00
401-6-621-230-000	June Local Budget Adjustment 1	354.00
411-8-820-108-000	June Local Budget Adjustment 1	356.00
414-8-819-251-000	June Local Budget Adjustment 1	400.00
401-6-621-105-000	June Local Budget Adjustment 1	411.00
401-6-613-340-000	June Local Budget Adjustment 1	437.00
407-8-811-267-000	June Local Budget Adjustment 1	448.00
401-6-691-237-000	June Local Budget Adjustment 1	500.00
401-6-631-225-000	June Local Budget Adjustment 1	539.00
432-7-761-108-000	June Local Budget Adjustment 1	550.00
412-8-815-256-000	June Local Budget Adjustment 1	558.00
401-6-642-230-000	June Local Budget Adjustment 1	570.00
401-7-758-106-000	June Local Budget Adjustment 1	600.00
401-6-613-224-000	June Local Budget Adjustment 1	626.00
412-8-815-249-000	June Local Budget Adjustment 1	640.00
401-6-631-339-000	June Local Budget Adjustment 1	643.00
408-8-812-237-000	June Local Budget Adjustment 1	650.00
411-8-820-221-000	June Local Budget Adjustment 1	650.00
401-6-692-267-000	June Local Budget Adjustment 1	655.00
402-6-651-231-000	June Local Budget Adjustment 1	738.00
401-6-619-244-000	June Local Budget Adjustment 1	785.00
412-8-815-225-000	June Local Budget Adjustment 1	809.00
401-6-611-230-000	June Local Budget Adjustment 1	890.00
407-8-811-340-000	June Local Budget Adjustment 1	920.00
407-8-811-341-000	June Local Budget Adjustment 1	920.00
409-8-813-341-000	June Local Budget Adjustment 1	949.00
401-6-692-108-000	June Local Budget Adjustment 1	1,000.00
401-6-699-230-000	June Local Budget Adjustment 1	1,000.00
401-7-752-111-000	June Local Budget Adjustment 1	1,000.00
635-6-682-231-000	June Local Budget Adjustment 1	1,000.00
401-6-691-238-000	June Local Budget Adjustment 1	1,032.00
401-6-692-260-000	June Local Budget Adjustment 1	1,080.00
401-7-731-249-000	June Local Budget Adjustment 1	1,234.00
401-6-692-230-000	June Local Budget Adjustment 1	1,300.00
410-8-816-227-000	June Local Budget Adjustment 1	1,463.00
401-6-692-109-000	June Local Budget Adjustment 1	1,500.00
412-8-815-238-000	June Local Budget Adjustment 1	1,555.00
410-8-828-230-000	June Local Budget Adjustment 1	1,626.00
432-7-766-267-000	June Local Budget Adjustment 1	1,750.00
401-6-611-237-000	June Local Budget Adjustment 1	1,838.00
401-6-694-257-000	June Local Budget Adjustment 1	2,000.00
620-7-725-267-000	June Local Budget Adjustment 1	2,150.00

402-6-653-248-000	June Local Budget Adjustment 1	2,328.00
432-7-761-251-000	June Local Budget Adjustment 1	2,500.00
432-7-761-109-000	June Local Budget Adjustment 1	3,200.00
412-8-815-267-000	June Local Budget Adjustment 1	3,395.00
401-7-741-249-000	June Local Budget Adjustment 1	4,203.00
401-6-696-230-000	June Local Budget Adjustment 1	4,400.00
412-8-815-260-000	June Local Budget Adjustment 1	4,597.00
402-6-653-249-000	June Local Budget Adjustment 1	4,870.00
401-6-696-257-000	June Local Budget Adjustment 1	4,914.00
401-6-691-105-000	June Local Budget Adjustment 1	5,000.00
408-8-812-267-000	June Local Budget Adjustment 1	5,192.00
401-7-758-110-000	June Local Budget Adjustment 1	5,250.00
414-8-819-230-000	June Local Budget Adjustment 1	5,267.00
401-6-614-110-000	June Local Budget Adjustment 1	5,311.00
635-6-682-372-100	June Local Budget Adjustment 1	5,419.00
412-8-815-231-000	June Local Budget Adjustment 1	5,469.00
411-8-820-102-000	June Local Budget Adjustment 1	5,730.00
401-7-732-110-000	June Local Budget Adjustment 1	5,936.00
401-6-693-341-000	June Local Budget Adjustment 1	6,000.00
452-8-832-105-000	June Local Budget Adjustment 1	6,000.00
402-6-651-249-000	June Local Budget Adjustment 1	6,500.00
432-7-761-110-000	June Local Budget Adjustment 1	6,500.00
409-8-813-221-000	June Local Budget Adjustment 1	6,747.00
401-6-691-231-000	June Local Budget Adjustment 1	7,257.00
401-6-692-102-000	June Local Budget Adjustment 1	9,000.00
435-6-643-110-000	June Local Budget Adjustment 1	9,500.00
432-7-761-111-000	June Local Budget Adjustment 1	9,501.00
401-6-692-105-000	June Local Budget Adjustment 1	9,800.00
631-8-886-230-000	June Local Budget Adjustment 1	10,322.00
411-8-814-221-000	June Local Budget Adjustment 1	10,665.00
401-6-691-341-000	June Local Budget Adjustment 1	11,500.00
402-6-651-267-000	June Local Budget Adjustment 1	14,116.00
401-6-692-257-000	June Local Budget Adjustment 1	15,385.00
401-7-758-109-000	June Local Budget Adjustment 1	16,000.00
411-8-820-372-000	June Local Budget Adjustment 1	17,670.00
407-8-811-221-000	June Local Budget Adjustment 1	18,041.00
635-6-682-376-000	June Local Budget Adjustment 1	18,946.00
410-8-816-233-000	June Local Budget Adjustment 1	19,985.00
410-8-816-231-000	June Local Budget Adjustment 1	20,558.00
650-6-684-341-000	June Local Budget Adjustment 1	22,000.00
401-6-671-480-000	June Local Budget Adjustment 1	22,680.00
411-8-820-231-000	June Local Budget Adjustment 1	24,988.00
401-6-616-231-000	June Local Budget Adjustment 1	31,611.00
412-8-815-230-000	June Local Budget Adjustment 1	33,119.00
432-7-762-260-000	June Local Budget Adjustment 1	42,460.00
635-6-682-372-000	June Local Budget Adjustment 1	56,000.00
410-8-816-221-000	June Local Budget Adjustment 1	77,260.00

412-8-815-221-000	June Local Budget Adjustment 1	85,441.00
401-6-642-319-000	June Local Budget Adjustment 1	94,543.00
401-7-722-104-000	June Local Budget Adjustment 1	(2,000.00)
401-7-722-231-000	June Local Budget Adjustment 1	2,000.00
401-6-619-277-000	Local Adjustment June 2025 - 07.14.2025	1,661.00
401-6-619-340-000	Local Adjustment June 2025 - 07.14.2025	(1,799.00)
401-6-632-340-000	Local Adjustment June 2025 - 07.14.2025	53.00
401-6-645-341-000	Local Adjustment June 2025 - 07.14.2025	13.00
401-6-692-341-000	Local Adjustment June 2025 - 07.14.2025	72.00
432-7-765-102-000	Local Adjustment June 2025 - 07.14.2025	14,384.00
432-7-766-102-000	Local Adjustment June 2025 - 07.14.2025	(14,384.00)
442-6-661-253-000	Local Adjustment June 2025 - 07.14.2025	14,643.00
442-6-661-299-000	Local Adjustment June 2025 - 07.14.2025	(14,643.00)
401-6-611-101-000	ELECTED OFFICIAL SALARIES	576.00
401-6-611-109-000	P E R A	(2,323.00)
401-6-611-224-000	EMPLOYEE TRAINING	1,033.00
401-6-611-226-000	MILEAGE REIMBURSEMENT	347.00
401-6-611-230-000	SUPPLIES/TOOLS	69.00
401-6-611-237-000	SUBSCRIPTIONS/PUBLICATIONS	160.00
401-6-611-341-000	UTILITIES	138.00
401-6-612-102-000	REGULAR SALARIES	217.00
401-6-612-109-000	P E R A	11.00
401-6-612-110-000	GROUP INSURANCE	91.00
401-6-612-111-000	RETIREE HEALTH CARE	5.00
401-6-612-224-000	EMPLOYEE TRAINING	(920.00)
401-6-612-341-000	UTILITIES	596.00
401-6-613-224-000	EMPLOYEE TRAINING	178.00
401-6-613-246-000	DRUG & ALCOHOL PROGRAM	(823.00)
401-6-613-340-000	TELEPHONE	380.00
401-6-613-341-000	UTILITIES	265.00
401-6-614-102-000	REGULAR SALARIES	3,747.00
401-6-614-106-000	MEDICARE TAX	55.00
401-6-614-108-000	F I C A	235.00
401-6-614-109-000	P E R A	432.00
401-6-614-110-000	GROUP INSURANCE	2,276.00
401-6-614-111-000	RETIREE HEALTH CARE	66.00
401-6-614-230-000	SUPPLIES/TOOLS	(3,000.00)
401-6-614-267-000	CONTRACTUAL	(4,076.00)
401-6-614-341-000	UTILITIES	265.00
401-6-616-260-000	PROFESSIONAL SERVICES	(251.00)
401-6-616-340-000	TELEPHONE	11.00
401-6-616-341-000	UTILITIES	240.00
401-6-619-253-001	DUES & OTHER FEES (GRT)	4,411.00
401-6-619-260-000	PROFESSIONAL SERVICES	(11,000.00)
401-6-619-267-000	CONTRACTUAL SERVICES	(1,985.00)
401-6-619-277-000	PROP. ADMIN. FEE	8,574.00
401-6-619-340-000	TELEPHONE	(28,549.00)

401-6-621-110-000	GROUP INSURANCE	369.00
401-6-621-224-000	EMPLOYEE TRAINING	(369.00)
401-6-622-102-000	REGULAR SALARIES	224.00
401-6-622-110-000	GROUP INSURANCE	145.00
401-6-622-237-000	SUBSCRIPTIONS/PUBLICATIONS	108.00
401-6-622-249-000	EQUIP MAINT/AGREEMENTS	(77,164.00)
401-6-622-340-000	TELEPHONE	634.00
401-6-622-341-000	UTILITIES	1,006.00
401-6-623-230-000	SUPPLIES/TOOLS	27,939.00
401-6-623-230-003	NON-EXPENDABLE SUPPLIES	49,609.00
401-6-623-249-000	EQUIP MAINT/AGREEMENTS	26,048.00
401-6-624-224-000	EMPLOYEE TRAINING	85.00
401-6-624-225-000	PER DIEM EXPENSE	(2,053.00)
401-6-624-226-000	MILEAGE REIMBURSEMENT	232.00
401-6-624-340-000	TELEPHONE	521.00
401-6-624-341-000	UTILITIES	1,215.00
401-6-625-109-000	P E R A	21.00
401-6-625-111-000	RETIREE HEALTH CARE	4.00
401-6-625-226-000	MILEAGE REIMBURSEMENT	(342.00)
401-6-625-340-000	TELEPHONE	52.00
401-6-625-341-000	UTILITIES	265.00
401-6-631-102-000	REGULAR SALARIES	863.00
401-6-631-104-000	TEMPORARY SALARIES	(3,497.00)
401-6-631-106-000	MEDICARE TAX	72.00
401-6-631-108-000	F I C A	(72.00)
401-6-631-110-000	GROUP INSURANCE	166.00
401-6-631-224-000	EMPLOYEE TRAINING	1,850.00
401-6-631-230-000	SUPPLIES/TOOLS	506.00
401-6-631-339-000	POSTAGE/FREIGHT	112.00
401-6-632-110-000	GROUP INSURANCE	(412.00)
401-6-632-230-000	SUPPLIES	51.00
401-6-632-237-000	SUBSCRIPTIONS/PUBLICATIONS	6.00
401-6-632-341-000	UTILITIES	355.00
401-6-642-102-000	REGULAR SALARIES	(4,453.00)
401-6-642-225-000	PER DIEM EXPENSE	3,376.00
401-6-645-267-000	CONTRACTUAL SERVICES	46.00
401-6-645-340-000	TELEPHONE	101.00
401-6-645-341-000	UTILITIES	930.00
401-6-691-105-000	OVERTIME SALARIES	157.00
401-6-691-110-000	GROUP INSURANCE	3,776.00
401-6-691-231-000	NON-EXPENDABLE SUPPLIES	149.00
401-6-691-237-000	SUBSCRIPTIONS/PUBLICATIONS	126.00
401-6-691-256-000	BLDG. IMPROVEMENT PROJECTS	(2,455.00)
401-6-691-257-000	FACILITY MAINT/REPAIR	(17,000.00)
401-6-691-267-000	CONTRACTUAL SERVICES	(6,000.00)
401-6-691-340-000	TELEPHONE	230.00
401-6-691-341-000	UTILITIES	276.00

401-6-692-102-000	REGULAR SALARIES	7,285.00
401-6-692-105-000	OVERTIME SALARIES	(10,000.00)
401-6-692-108-000	F I C A	236.00
401-6-692-109-000	P E R A	1,144.00
401-6-692-110-000	GROUP INSURANCE	461.00
401-6-692-230-000	SUPPLIES	1,616.00
401-6-692-340-000	TELEPHONE	1,126.00
401-6-692-341-000	UTILITIES	9,041.00
401-6-693-257-000	FACILITY MAINTENANCE/REPAIR	(6,000.00)
401-6-693-341-000	UTILITIES	1,226.00
401-6-694-257-000	FACILITY MAINT/REPAIR	817.00
401-6-696-230-000	SUPPLIES/TOOLS	528.00
401-6-696-257-000	FACILITY MAINT/REPAIR	32,892.00
401-6-696-267-000	CONTRACTUAL SERVICES	(20,000.00)
401-6-699-230-000	SUPPLIES/TOOLS	369.00
401-7-721-101-000	ELECTED OFFICIAL SALARIES	503.00
401-7-721-102-000	REGULAR SALARIES	14,615.00
401-7-721-105-000	OVERTIME SALARIES	(301.00)
401-7-721-106-000	MEDICARE TAX	174.00
401-7-721-108-000	F I C A	686.00
401-7-721-109-000	P E R A	2,596.00
401-7-721-110-000	GROUP INSURANCE	2,367.00
401-7-721-111-000	RETIREE HEALTH CARE	282.00
401-7-721-224-000	EMPLOYEE TRAINING	225.00
401-7-721-225-000	PER DIEM EXPENSE	(225.00)
401-7-721-341-000	UTILITIES	3,763.00
401-7-722-104-000	TEMPORARY SALARIES	(24,895.00)
401-7-722-340-000	TELEPHONE	123.00
401-7-723-101-000	ELECTED OFFICIAL SALARIES	76.00
401-7-723-109-000	P E R A	9.00
401-7-723-111-000	RETIREE HEALTH CARE	2.00
401-7-731-101-000	ELECTED OFFICIAL SALARIES	204.00
401-7-731-237-000	SUBSCRIPTIONS/PUBLICATIONS	149.00
401-7-731-252-000	PRINTING/PUBLISHING	(3,531.00)
401-7-731-341-000	UTILITIES	2,232.00
401-7-732-106-000	MEDICARE TAX	78.00
401-7-732-110-000	GROUP INSURANCE	22.00
401-7-732-249-000	EQUIPMENT MAINT/AGREEMENTS	846.00
401-7-741-101-000	ELECTED OFFICIAL SALARIES	2,577.00
401-7-741-224-000	EMPLOYEE TRAINING	41.00
401-7-741-260-000	PROFESSIONAL SERVICES	(4,564.00)
401-7-741-340-000	TELEPHONE	330.00
401-7-741-341-000	UTILITIES	1,616.00
401-7-751-110-000	GROUP INSURANCE	(486.00)
401-7-751-111-000	RETIREE HEALTH CARE	485.00
401-7-751-225-000	PER DIEM EXPENSE	5,573.00
401-7-751-230-000	SUPPLIES/TOOLS	(7,000.00)

401-7-751-231-000	NON-EXPENDABLE SUPPLIES	(23,000.00)
401-7-751-249-000	EQUIP MAINT/AGREEMENTS	(30,000.00)
401-7-751-267-000	CONTRACTUAL SERVICES	(19,947.00)
401-7-751-340-000	TELEPHONE	1,508.00
401-7-751-341-000	UTILITIES	5,536.00
401-7-751-375-000	LEASE PURCHASE	849.00
401-7-752-105-000	OVERTIME SALARIES	32,038.00
401-7-752-106-000	MEDICARE TAX	2,604.00
401-7-752-111-000	RETIREE HEALTH CARE	3,878.00
401-7-752-221-000	VEH/HVY EQUIP. REPAIR	12,649.00
401-7-752-224-000	EMPLOYEE TRAINING	(1,000.00)
401-7-752-225-000	PER DIEM EXPENSE	723.00
401-7-752-230-000	SUPPLIES/TOOLS	(11,000.00)
401-7-752-231-000	NON-EXPENDABLE SUPPLIES	2,714.00
401-7-758-102-000	REGULAR SALARIES	16,282.00
401-7-758-106-000	MEDICARE TAX	179.00
401-7-758-109-000	P.E.R.A.	2,689.00
401-7-758-110-000	GROUP INSURANCE	4,726.00
402-6-651-237-000	SUBSCRIPTIONS/PUBLICATIONS	194.00
402-6-651-253-000	DUES & OTHER FEES	425.00
402-6-651-319-000	OTHER INSURANCE	408.00
402-6-652-230-000	SUPPLIES/TOOLS (SUPPLIES ONLY)	(2,337.00)
402-6-653-248-000	LAUNDRY/CLEANING SERVICE	1,310.00
407-8-811-249-000	EQUIP MAINT/REPAIR	(856.00)
407-8-811-340-000	TELEPHONE	431.00
407-8-811-341-000	UTILITIES	425.00
408-8-812-340-000	TELEPHONE	114.00
408-8-812-371-000	EQUIP/MACHINERY	(114.00)
409-8-813-257-000	FACILITY MAINTENANCE/REPAIR	(1,038.00)
409-8-813-340-000	TELEPHONE	44.00
409-8-813-341-000	UTILITIES	994.00
410-8-816-221-000	VEH/HVY EQUIP. REPAIR	6,341.00
410-8-816-227-000	TRANSPORTATION EXPENSE	1,056.00
410-8-816-231-000	NON-EXPENDABLE SUPPLIES	345.00
410-8-816-256-000	BLDG. IMPROVEMENT PROJECTS	(8,108.00)
410-8-816-340-000	TELEPHONE	316.00
410-8-816-341-000	UTILITIES	50.00
411-8-814-340-000	TELEPHONE	276.00
411-8-814-376-000	LAND/BUILDINGS	(276.00)
412-8-815-221-000	VEH/HVY EQUIP. REPAIR	(982.00)
412-8-815-230-000	SUPPLIES/TOOLS	1,012.00
412-8-815-231-000	NON-EXPENDABLE SUPPLIES	630.00
412-8-815-238-000	UNIFORMS	178.00
412-8-815-249-000	EQUIPMENT MAINT/AGREEMENTS	4,577.00
412-8-815-257-000	FACILITY MAINTENANCE/REPAIR	(5,000.00)
412-8-815-267-000	CONTRACTUAL SERVICES	1,497.00
412-8-815-340-000	TELEPHONE	96.00

412-8-815-341-000	UTILITIES	(2,008.00)
413-8-818-319-000	OTHER INSURANCE	(387.00)
413-8-818-340-000	TELEPHONE	387.00
414-8-819-227-000	TRANSPORTATION EXPENSE	513.00
414-8-819-230-000	SUPPLIES/TOOLS	156.00
414-8-819-238-000	UNIFORMS	24.00
414-8-819-319-000	OTHER INSURANCE	(777.00)
414-8-819-340-000	TELEPHONE	84.00
427-6-638-110-000	GROUP INSURANCE	208.00
427-6-638-340-000	TELEPHONE	452.00
427-6-638-341-000	UTILITIES	591.00
427-6-639-268-000	CARE OF PRISONER SERVICES	51,750.00
427-6-639-272-000	CO. SUPPORTED MEDICAID	150,837.00
427-6-639-273-000	HEALTH CLINIC CLAIMS	(210,838.00)
427-6-639-296-000	INDIGENT BURIAL	7,000.00
430-7-753-224-000	EMPLOYEE TRAINING	(3,725.00)
430-7-753-225-000	TRAVEL/TRAINING/PER DIEM EXPEN	(47.00)
430-7-753-230-000	SUPPLIES/TOOLS	3,593.00
430-7-753-231-000	NON-EXPENDABLE SUPPLIES	179.00
432-7-761-105-000	OVERTIME SALARIES	95.00
432-7-761-106-000	MEDICARE TAX	14.00
432-7-761-108-000	F.I.C.A.	114.00
432-7-761-109-000	P.E.R.A.	582.00
432-7-761-110-000	GROUP INSURANCE	1,478.00
432-7-761-230-000	SUPPLIES/TOOLS	(3,000.00)
432-7-761-340-000	TELEPHONE	232.00
432-7-762-260-000	PROFESSIONAL SERVICES	1.00
432-7-765-102-000	REGULAR SALARIES	(1,500.00)
432-7-765-109-000	P.E.R.A	13.00
432-7-765-110-000	GROUP INSURANCE	(200.00)
432-7-765-111-000	RETIREE HEALTH CARE	3.00
432-7-766-102-000	REGULAR SALARY	1,681.00
432-7-766-230-000	SUPPLIES/TOOLS	657.00
432-7-766-231-000	NON-EXPENDABLE SUPPLIES	(1,000.00)
432-7-766-231-001	NON-EXPENDABLE SUPPLIES	830.00
435-6-643-102-000	REGULAR SALARIES	(5,674.00)
435-6-643-110-000	GROUP INSURANCE	5,674.00
437-6-628-253-001	OTHER DUES AND FEES	1,116.00
437-6-659-242-000	LANDFILL EXPENSES	(1,116.00)
442-6-661-253-000	CUTWATER PAYMENTS	12,103.00
442-6-661-270-002	FEES/ACCRUED INTEREST	399.00
442-6-661-299-000	ACCRETION/AMORTIZATION	(12,502.00)
452-8-832-105-000	OVERTIME SALARIES	6,995.00
452-8-832-277-000	PROP. ADMIN. FEE	930.00
452-8-832-312-000	WORKERS COMPENSATION	(8,470.00)
452-8-832-340-000	TELEPHONE	545.00
628-7-733-106-000	MEDICARE TAX	39.00

628-7-733-108-000	F I C A	166.00
628-7-733-110-000	GROUP INSURANCE	3,685.00
628-7-733-237-000	SUBSCRIPTIONS/PUBLICATIONS	77.00
628-7-733-249-000	EQUIPMENT MAINT/AGREEMENTS	(3,967.00)
631-8-872-230-000	2024 EAC Fund	33.00
631-8-882-247-000	ROSWELL MARKET PLACE WALK	(33.00)
631-8-889-260-000	PROFESSIONAL SERVICES	(1.00)
631-8-890-247-000	CONSTRUCTION	1.00
635-6-682-372-000	VEHICLES	64,916.00
635-6-682-381-000	CONSTRUCTION PROJECTS	13,215.00
635-6-682-381-100	CONSTRUCTION PROJECTS	(78,131.00)
650-6-684-268-000	HOUSING OF PRISONERS	(6,936.00)
650-6-684-340-000	TELEPHONE	2,388.00
650-6-684-341-000	UTILITIES	4,548.00
653-8-892-247-000	CONSTRUCTION PROJECTS	(174,748.00)
653-8-892-247-001	CONSTRUCTION PROJECTS	174,748.00

Local Budget Adjustment

July 2025

<u>Account</u>	<u>Desc</u>	<u>Amount</u>
401-6-622-249-000	Local Budget Adjustment- July 2025	(895.00)
401-6-622-238-000	Local Budget Adjustment- July 2025	895.00
401-6-632-231-000	Local Budget Adjustment- July 2025	(300.00)
401-6-632-230-000	Local Budget Adjustment- July 2025	300.00
650-6-684-264-000	Local Budget Adjustment- July 2025	(28,980.00)
650-6-684-238-000	Local Budget Adjustment- July 2025	28,980.00
650-6-684-234-000	Local Budget Adjustment- July 2025	(14,490.00)
650-6-684-238-000	Local Budget Adjustment- July 2025	14,490.00
401-7-721-252-000	Local Budget Adjustment- July 2025	(350.00)
401-7-721-253-000	Local Budget Adjustment- July 2025	350.00
401-6-624-230-000	Local Budget Adjustment- July 2025	(3,000.00)
401-6-624-231-000	Local Budget Adjustment- July 2025	3,000.00

July 2025 Pcard Report

Account	Department	Item Total
401-6-611 Total	Commissioners	\$1,056.10
401-6-612 Total	County Manager	\$409.23
401-6-613 Total	Human Resources	\$7,017.24
401-6-614 Total	Safety	\$82.65
401-6-619 Total	Working Capital	\$25,547.54
401-6-621 Total	Public Works	\$655.27
401-6-622 Total	Information Technology	\$38,651.98
401-6-624 Total	Planning & Zoning	\$1,836.80
401-6-625 Total	Purchasing	\$3,032.41
401-6-631 Total	Finance Dept	\$277.90
401-6-632 Total	Community Development	\$37.52
401-6-641 Total	Detention Administration	\$175.04
401-6-642 Total	Adult Detention	\$3,798.62
401-6-645 Total	Juvenile CCJD	\$134.50
401-6-691 Total	Facility Maintenance	\$5,189.11
401-6-692 Total	Courthouse Maintenance	\$2,259.87
401-6-693 Total	Facility Maint. Health Dept.	\$1,816.27
401-6-694 Total	Facility Maint. CC Road Dept.	\$13.05
401-6-696 Total	Operating Exp - CCDC	\$3,019.04
401-6-699 Total	St. Mary Complex	\$334.96
401-7-721 Total	Clerk Admin	\$2,276.06
401-7-722 Total	Clerk Bureau Elec.	\$2,589.38
401-7-731 Total	Assessor Admin	\$1,805.77
401-7-741 Total	Treasurer Dept.	\$832.22
401-7-751 Total	Sheriff Admin	\$24,234.46
401-7-752 Total	Sheriff Patrol & Investigation	\$14,453.33
402-6-653 Total	Road Construction & Maintenance	\$1,553.97
402-6-651 Total	Road Admin	\$178.39
402-6-653 Total	Road Construction & Maintenance	\$16,358.39
407-8-811 Total	Dunken FD	\$202.94
408-8-812 Total	East Grand Plains FD	\$109.95
409-8-813 Total	Penasco FD	\$282.40
410-8-816 Total	Midway FD	\$5,561.26
411-8-814 Total	Berrendo FD	\$1,896.03
412-8-815 Total	Sierra FD	\$1,437.80
413-8-818 Total	Rio Felix FD	\$4,370.50
414-8-819 Total	Fire District #8	\$1,321.47
427-6-638 Total	Indigent	\$351.37
432-7-761 Total	DWI	\$870.89
452-8-832 Total	Flood Dept.	\$13,326.22
628-7-733 Total	Assessor	\$248.46
650-6-684 Total	CCDC Construction Fund	\$11,486.38
670-6-671 Total	Internal Services	\$1,248.90
Grand Total		\$202,341.64

Bids/RFPs/SS/Emergency Procurements

FY26 BIDS

ITB #	Description	Advertise	Open	Project Manager	Status
ITB-26-01	Building Demolitions	08/10/25	09/09/25	Louis Jaramillo	<i>Bid Open</i>

FY26 RFPS

RFP #	Description	Advertise	Open	Project Manager	Status
RFP-26-01	Engineering & Architectural Services	TBD	TBD	Alex Palomino	<i>Pending...</i>

FY26 Sole Source

SS #	Description	Posted	Awarded	Amount
SS-26-01	CASA - Girl's Circle & Boys Leadership Gender Specific Program	05/30/25	06/30/25	20,000.00
SS-26-02	CASA - AMPED Alternative Education Program	05/30/25	06/30/25	54,000.00
SS-26-03	CASA - Diversion Advocacy Program	05/30/25	06/30/25	42,500.00
SS-26-04	WINGS for L.I.F.E - Elementary School Program	05/30/25	06/30/25	50,000.00
SS-26-05	WINGS for L.I.F.E - Middle School Program	05/30/25	06/30/25	50,400.00
SS-26-06	Tyler Technologies	05/30/25	06/30/25	500,000.00
SS-26-07	Jail Management System	05/30/25	06/30/25	42,000.00
SS-26-08	Economic Development Corporation	05/30/25	06/30/25	200,000.00

FY26 Emergency

EM #	Description	Contractor	Posted	Amount

FY26 Quotes over \$30k

Project Description	Quote 1	Quote 2	Quote 3
Devonian Rd. Cleanup	\$42,680.46	\$50,333.41	2 declines

COUNTY MANAGER

Bill Williams

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Roswell, NM 88202-1817

575-624-6602

FAX 575-624-6631

Email:

bill.williams@chavescounty.gov

**COMMISSIONERS**

Dara Dana	➤	District 1
R. Cliff Waide	➤	District 2
Herbert 'Hub' Corn	➤	District 3
Richard C. Taylor	➤	District 4
Michael J. Perry	➤	District 5

Chaves County Clerk***Summary Report******07/01/25-07/31/25***

CLERK FEES (EQUIPMENT)	\$ 6,336.00
GEN CLERK'S FEES	\$ 15,349.50
LIQUOR LICENSE	\$ -
CHILDREN'S TRUST FUND	\$ 620.00
PROBATE	\$ 214.35
PHOTOCOPIES.....	\$ 519.00
GOVT GROSS RECEIPTS TAX	\$ -

TOTAL AMOUNT:	\$23,038.85

TOTAL DOCUMENTS FILED	754

NEW MARRIAGE LICENSES	31

NEW PROBATES	16

NEW SURVEYS	8

NEW PLATS	2

VOTER CHANGES	520

NEW REGISTRANTS	319

REPUBLICANS	18080

DEMOCRATS	8398

OTHER	8803

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
July 2025

Total Number of Arrests: 97
Adult: 97
Juvenile: 0

Total Number of DWI's: 12

Total Number of Arrest Citations: 3
Adult: 3
Juvenile: 0

Total Number of Non-Traffic
Citations: 1
Total Number of Traffic Citations: 421
Total Number of Warning Traffic
Citations: 7

Total Number of Accident Reports: 12

CCSO Mileage Report
July 2025

Unit #	Year	Make	Model	Assigned to	Mileage Beg.	Mileage End	Total
900	2013	Ford	Taurus	Parts Vehicle-County Yard	161,774	161,774	0
901	2016	Ford	F-250 Crew Cab	Spare at the Office	136,452	136,452	0
902	2009	Ford	F-150	Serrano, Agustin	213,326	214,506	1180
903	2014	Ford	F-150	Spare	179,959	179,959	0
904	2005	Ford	F-550 Diesel	Command Post	0	0	0
905	2017	Ford	F-150	Romero, Richard	125,696	127,310	1614
908	2013	Ford	Taurus	At County Yard	170,387	170,387	0
909	2019	Ford	F-150	Pineda, Anthony	93,318	94,541	1223
913	2016	Ford	Expedition 4x4	Salinas, Jeremy	105,332	105,332	0
915	2008	Dodge	Charger	Pending Approval Auction	109,542	109,542	0
916	2018	Ford	Explorer	Pilley, Lissa	148,681	151,527	2846
917	2018	Ford	Explorer	At County Yard	117,804	117,804	0
918	2006	Ford	Van	At County Yard	122,402	122,402	0
922	2018	Ford	Explorer	Totaled-County Yard	106,260	106,260	0
929	2013	Ford	Explorer	Spare	103,026	103,026	0
930	2014	Ford	Taurus	Hurtado, Celso	77,680	78,051	371
933	2017	Ford	Explorer	Spare K-9 Unit	177,285	177,285	0
934	2017	Ford	Explorer	At County Yard	159,914	159,914	0
935	2017	Ford	Explorer	Parts Vehicle-County Yard	151,157	151,157	0
941	2014	Ford	Taurus	Spare	143,765	143,765	0
944	2014	Ford	Taurus	Pending Approval Auction	113,629	113,629	0
945	2014	Ford	Taurus	Pending Approval Auction	137,976	137,976	0
946	2014	Ford	Taurus	Spare *in shiop	173,173	173,173	0
951	2010	Ford	Crown Victoria	At County Yard	107,970	107,970	0
955	2013	Ford	Focus	Pending Approval Auction	97,927	97,927	0
956	2014	Ford	Taurus	Parts Vehicle-County Yard	149,343	149,343	0
957	2014	Ford	Taurus	Spare at the Office	150,784	150,784	0
961	2018	Ford	Van	Transport	40,058	40,058	0
962	2015	Dodge	Caravan	Transport-Academy Unit	171,146	171,146	0
966	2020	Ford	F-150	Ray, Mike	29,979	30,448	469
967	2019	Ford	F-150	Gonzalez, Steven	93,212	93,451	239
968	2019	Ford	F-150	Serna, Jimmy	70,678	70,748	70
969	2019	Ford	F-150	Wrecked at County Yard	62,713	62,713	0
970	2019	Ford	F-150	Shaw, Aleina	77,218	78,013	795
971	2019	Ford	F-150	Spare at the Office	86,384	86,384	0
978	2019	Ford	F-150	McDowell, Teddy	92,223	92,980	757
979	2020	Ford	F-150	Castro, Raul	102,386	102,665	279
980	2020	Ford	F-150	Parts Vehicle-County Yard	62,347	62,347	0
981	2020	Ford	F-150	Spare	108,314	108,314	0
982	2020	Ford	F-150	Spare	133,920	133,920	0
983	2020	Ford	F-150	Gomez, Gilbert	126,317	128,983	2,666
985	2020	Dodge	Caravan	Transport	58,017	59,105	1,088
994	2020	Ford	F-150	Leyva, Claudia	101,610	102,585	975
995	2020	Ford	F-150	Spare	103,388	103,388	0
997	2020	Ford	F-150	Spare at the Office	93,037	93,037	0
999	2001	Ford	F-550 Diesel	Crime Scene Truck	217,877	217,877	0
1001	2021	Chevy	Silverado	Yslas, Charles	29,998	30,354	356

1002	2021	Chevy	Silverado	Drake, Charles	51,620	52,743	1,123
1003	2019	Chevy	Silverado	Franklin, Olivia	169,230	169,859	629
1004	2021	Chevy	Tahoe	Cobos, Isaac	51,721	53,329	1,608
1005	2017	Ford	Explorer	Hardy, Travis	174,365	174,890	525
1008	2022	Ford	F-150	Parmer, Jeremy	41,170	42,716	1,546
1009	2022	Ford	F-150	Salas, Andres	21,729	21,889	160
1010	2022	Ford	F-150	Sanchez, Jacob	19,682	20,118	436
1011	2023	Dodge	Ram	Conklin, Benjamin	27,106	28,351	1,245
1012	2023	Dodge	Ram	Nava, Isaac	19,652	20,889	1,237
1013	2023	Dodge	Ram	Hendrix, Scott	31,667	32,956	1,289
1014	2017	Ford	F-150	Ramos, Raul	164,861	165,578	717
1015	2017	Ford	Explorer	Castro, Elijah	187,505	190,980	3,475
1016	2019	Dodge	Durango	Perez, Agustin	146,547	146,816	269
1017	2014	Dodge	Charger	Pilley - CCRD shop	147,772	147,772	0
1018	2011	Ford	Escape	Salcedo, Rebecca	104,090	104,847	757
1019	2017	Chevy	Tahoe	Spare	157,961	157,961	0
1020	2019	Chevy	Tahoe	Ramirez, Giovanni	135,299	137,505	2,206
1021	2019	Chevy	Tahoe	Silvas, Pedro	124,700	126,538	1,838
1022	2019	Chevy	Tahoe	Spare	165,340	165,340	0
1023	2019	Chevy	Tahoe	Beagles-Clark, Amanda	169,313	170,760	1,447
1024	2019	Chevy	Tahoe	Spare	188,796	188,796	0
1025	2019	Dodge	Ram	Spare* in shop	178,290	178,290	0
1026	2025	Chevy	Silverado	Martinez, Joshua	5,890	7,852	1,962
1027	2025	Chevy	Silverado	Salas, Lorenzo	7,205	9,210	2,005
1028	2025	Chevy	Silverado	Cottrell, Matthew	6,700	9,479	2,779
1029	2025	Chevy	Silverado	Vera, Angelo	5,869	6,143	274
1030	2025	Chevy	Silverado	Avalos, Jacob	4,165	7,344	3,179
1031	2025	Chevy	Silverado	White, John	3,355	6,154	2,799
1032	2025	Chevy	Silverado	Becker, Karl	7,365	10,520	3,155
1033	2025	Chevy	Silverado	De La Cerda, Nathaniel	10,332	13,544	3,212
1034	2025	Chevy	Silverado	Mike Herrington	1,907	2,495	588
1035	2025	Dodge	Durango	Hernandez, Valeria	270	2,979	2,709
						TOTAL:	58097

****Spare maybe in use due to Assigned Units in the Shop for repairs**

Removed 996 and 977 which were transferred to Facility Maint and CCDC

**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
Cliff Waide · District 2
Hub Corn · District 3
Richard C. Taylor · District 4
Michael Perry · District 5

Road Operations Director
Joe E. West

County Manager
Bill Williams

JULY 2025

MAN-HOURS	8,429.00	
MANPOWER COST		\$389,018.41
ON-CALL MANPOWER COST		\$850.00
MAN-HOURS ON ROAD PROJECTS	6,845.50	
MANPOWER COST ON ROAD PROJECTS		\$328,148.20
MILES BLADED	154.05	
MILES MOWED	287.05	
VEHICLE MILEAGE and OFF-ROAD HOURS	6,540.75	
VEHICLE AND EQUIPMENT COSTS		\$296,267.50
GALLONS WATER HAULED	140,275.00	
COST OF CITY WATER		\$744.97
COST OF PRIVATE BILLED WATER		\$0.00
MATERIAL USED (cubic yards)		
CHIPS USED ON ROAD PROJECTS	530.00	\$9,937.50
BASE COURSE USED ON ROAD PROJECTS	140.00	\$467.60
COLD MIX USED ON ROAD PROJECTS	9.00	\$832.50
FINES USED ON ROAD PROJECTS	0.00	\$0.00
MILLINGS	320.00	\$4,800.00
PIT RUN USED ON ROAD PROJECTS	375.00	\$2,250.00
RIP RAP USED ON ROAD PROJECTS	0.00	\$0.00
ROAD OIL		\$54,836.13
DEMURRAGE		\$100.00
GAS (gallons)	1823.50	\$4,321.13
DIESEL (gallons)	9434.50	\$25,734.76
GAS - Dunken (gallons)	221.80	\$528.06
DIESEL - Dunken (gallons)	1145.60	\$3,127.87
COST OF ROADWORK		\$732,096.22
COST OF SOLID WASTE		\$16,720.20
OFFICIAL HEADCOUNT		44
HEADCOUNT ADJUSTMENTS (JULY)		0
HEADCOUNT ADDITIONS (JULY)		0
TEMP. EMP. ADJUSTMENTS (JULY)		0
TEMP. EMP. ADDITIONS (JULY)		0
CURRENT HEADCOUNT (JULY)		38

JOE E. WEST
ROAD OPERATIONS DIRECTOR

**CHAVES COUNTY TREASURER'S OFFICE
DISBURSEMENT REPORT - JULY 2025**

Created Date	Payee	Check #	Amount	Note	Voided	Processed	By
Jul 01 2025	Eagle Carport	12290	\$226.18	Building Permit # 20250278		Jul 01 2025 04:39:17 PM	kgonzales
Jul 09 2025	BUCK, ETHEL B	12291	\$15.11	OVERPAYMENT		Jul 09 2025 01:14:02 PM	kgonzales
Jul 16 2025	OFFICE OF THE STATE ENGINEER	12292	\$856.84	3rd QTR FY 2025		Jul 16 2025 11:00:47 AM	kgonzales
Jul 16 2025	OFFICE OF THE STATE ENGINEER	12293	\$803.21	4th QTR FY 2025		Jul 16 2025 11:01:32 AM	kgonzales
Jul 16 2025	USDA, APHIS, GENERAL	12294	\$12,078.63	CUSTOMER No. 6003036 BILL No. 3005398049		Jul 16 2025 11:09:28 AM	kgonzales
Jul 15 2025	ARTESIA SCHOOLS	12295	\$224.00	disbursement from 05/31/2025 to 06/30/2025		Jul 17 2025 11:20:00 AM	kgonzales
Jul 15 2025	ARTESIA SCHOOLS	12296	\$394.58	disbursement from 05/31/2025 to 06/30/2025		Jul 17 2025 11:21:12 AM	kgonzales
Jul 15 2025	ARTESIA SCHOOLS	12297	\$45.11	disbursement from 05/31/2025 to 06/30/2025		Jul 17 2025 11:22:06 AM	kgonzales
Jul 15 2025	DEXTER SCHOOLS	12298	\$19,405.11	Grouped Check		Jul 17 2025 11:23:31 AM	kgonzales
Jul 15 2025	EASTERN NM UNIVERSITY	12299	\$26,663.05	Grouped Check		Jul 17 2025 11:24:33 AM	kgonzales
Jul 15 2025	ELIDA PUBLIC SCHOOLS #28	12300	\$3.15	Grouped Check		Jul 17 2025 11:25:01 AM	kgonzales
Jul 15 2025	HAGERMAN SCHOOLS	12301	\$7,264.05	Grouped Check		Jul 17 2025 11:25:49 AM	kgonzales
Jul 15 2025	LAKE ARTHUR SCHOOLS	12302	\$35,739.75	Grouped Check		Jul 17 2025 11:26:42 AM	kgonzales
Jul 15 2025	ROSWELL INDEPENDENT SCHOOL DIST.	12303	\$172,060.47	disbursement from 05/31/2025 to 06/30/2025		Jul 17 2025 11:27:55 AM	kgonzales
Jul 15 2025	SYDNEY GUTIERREZ MIDDLE SCHOOL	12304	\$895.22	disbursement from 05/31/2025 to 06/30/2025		Jul 17 2025 11:28:26 AM	kgonzales
Jul 02 2025	CENTRAL VALLEY SOIL & WATER	12305	\$6.81	disbursement from 05/31/2025 to 06/30/2025		Jul 17 2025 11:29:17 AM	kgonzales
Jul 15 2025	CHAVES COUNTY SOIL & WATER	12306	\$5,731.70	disbursement from 05/31/2025 to 06/30/2025		Jul 17 2025 11:30:07 AM	kgonzales
Jul 15 2025	CITY OF ROSWELL	12307	\$157.41	disbursement from 05/31/2025 to 06/30/2025		Jul 17 2025 11:30:52 AM	kgonzales
Jul 15 2025	CITY OF ROSWELL	12308	\$106,920.94	disbursement from 05/31/2025 to 06/30/2025		Jul 17 2025 11:31:17 AM	kgonzales
Jul 15 2025	CONSERVANCY	12309	\$82,621.98	disbursement from 05/31/2025 to 06/30/2025		Jul 17 2025 11:32:22 AM	kgonzales
Jul 15 2025	DFA - ADMINISTRATIVE SERVICES	12310	\$33,426.27	Grouped Check		Jul 17 2025 11:33:16 AM	kgonzales
Jul 15 2025	HAGERMAN-DEXTER SOIL & WATER	12311	\$907.86	disbursement from 05/31/2025 to 06/30/2025		Jul 17 2025 11:34:01 AM	kgonzales
Jul 02 2025	NEW MEXICO TAXATION AND REVENUE	12312	\$12,044.00	disbursement from 05/31/2025 to 06/30/2025		Jul 17 2025 11:36:27 AM	kgonzales
Jul 02 2025	PENASCO SOIL & WATER	12313	\$114.60	disbursement from 05/31/2025 to 06/30/2025		Jul 17 2025 11:39:50 AM	kgonzales
Jul 02 2025	TOWN OF DEXTER	12314	\$476.00	disbursement from 05/31/2025 to 06/30/2025		Jul 17 2025 11:40:24 AM	kgonzales
Jul 15 2025	TOWN OF HAGERMAN	12315	\$443.22	disbursement from 05/31/2025 to 06/30/2025		Jul 17 2025 11:41:12 AM	kgonzales
Jul 15 2025	TOWN OF LAKE ARTHUR	12316	\$174.23	disbursement from 05/31/2025 to 06/30/2025		Jul 17 2025 11:41:50 AM	kgonzales
Jul 15 2025	STATE OF NEW MEXICO - CTF	12317	\$730.00	disbursement from 05/31/2025 to 06/30/2025		Jul 17 2025 11:42:57 AM	kgonzales
Jul 02 2025	UPPER HONDO SOIL & WATER	12318	\$51.64	disbursement from 05/31/2025 to 06/30/2025		Jul 17 2025 11:44:10 AM	kgonzales
			\$520,481.12				
	June 2025 Distribution - Taxing Authorities		\$506,501.15				
	Refunds/Overpayments		\$13,979.97				
			<u>\$520,481.12</u>				


Chaves County Treasurer