

Sierra County Commission Sierra County Commission Chambers 1712 N. Date Street, Truth or Consequences, NM 87901 Tuesday, June 20th, 2023

AMENDED

ALL MEMBERS OF THE PUBLIC WILL BE ABLE TO WATCH AND LISTEN TO THE MEETING VIA: (facebook.com/SCEmergencyServices) (Local radio KCHS 101.9)

Call to Order: 9:45 AM Public Hearing - Ordinance No. 23-002, an Ordinance providing for

the Collection, Storage, and Disposal of Solid Waste, Establishing an Exclusive Residential and Commercial Solid Waste Franchise, Establishing and Imposing a Disposal Fee and Electronic Card System, Prohibiting the Unlawful Disposal of Solid Waste, Providing for Penalties and Enforcement, and Providing an Effective Date

10:00 AM Regular Meetings

Roll Call: Travis Day-Chairman

James E. Paxon-Vice-Chair Hank Hopkins -Commissioner Shelly K. Trujillo-Clerk

Nance, Pato & Stout, LLC-Attorney Amber Vaughn-County Manager

Pledge of Allegiance

New Mexico State Flag Pledge-I salute the flag of the State of New Mexico and the Zia symbol of perfect friendship among united cultures.

Introduction of Guests

- I. Approval of Agenda
- II. Approval of Minutes
 - A. Regular Meeting May 16th, 2023
- III. Public Comment: Limited to 3 Minutes
- IV. Consent Agenda:
 - A. Resolution No. 110-169 Accounts Payables
 - B. Resolution No. 110-170 Budget Adjustments
 - C. Resolution No. 110-171 Indigent Claims
 - D. Indigent Burial B2023-06
 - E. Work and Financial Plan between Sierra County and United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services (APHIS-WS)
 - F. Approval for Transfer of a 1995 International Pumper & 1998 Freightliner Pumper/Tender from Eddy County, NM
 - G. Approval for Hospital Board Member Continued Term of Service
- V. <u>Presentations/Reports:</u>
 - A. Years of Service Awards
 - B. Department Reports
- VI. Board of Finance:

A. May Reconciliation

VII. Old Business:

VIII. New Business:

A. Sierra County Fairgrounds Priorities

IX. Contracts-Agreements-Procurement:

- A. Memorandum of Agreement to Make Improvements to the City of Truth or Consequences Shooting Range
- B. Agreement Between the County of Sierra and Sierra Soil and Water District Regarding Funding for Emergency Watershed Protection
- C. RFP #2023-04-019 Flood Control Construction Services-(7) Multi-Award:
 - i. Smithco Construction, INC.
 - ii. Lanford Excavation, LLC
 - iii. Bartoo Sand & Gravel, INC.
 - iv. R. Minnix Const, INC.
 - v. Black Range Enterprises, LLC
 - vi. Garrett Western Construction Co., INC.
 - vii. Sierra Valley Contr actors, LLC

X. Resolutions-Ordinances-Proclamations:

- A. Resolution 110~172 Cap 24 Participation in Local Government Road Fund Program and Request for Match Waiver Administered by New Mexico Department of Transportation and Letter of Intent
- B. Resolution 110-173 SB 24 Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation
- C. Resolution 110-174 SP 24 Participation in Local Government Road Fund Program and Request for Match Waiver Administered by New Mexico Department of Transportation and Letter of Intent
- D. Resolution 110-175 Sheriff's Department Change in Pay Scale
- E. Ordinance No. 23-002, an Ordinance providing for the Collection, Storage, and Disposal of Solid Waste, Establishing an Exclusive Residential and Commercial Solid Waste Franchise, Establishing and Imposing a Disposal Fee and Electronic Card System, Prohibiting the Unlawful Disposal of Solid Waste, Providing for Penalties and Enforcement, and Providing an Effective Date
- XI. Executive Session (Section 10-15 E thru H):

Pending and Threatened Litigation:

a. Caouette v. Sierra County

Personnel

Real Estate:

XII. Open Session Actions from Executive Session: Adjourn

Next proposed Scheduled Meeting: Regular Meeting, Tuesday, July 18th, 2023, at 10:00 AM. Items for the agenda must be submitted to the Sierra County Administration Office no later than 5:00pm on the Monday the week before the meeting.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting please contact the Sierra County Manager, at 1712 N. Date Street, Truth or Consequences, New Mexico 87901, phone (575) 894-6215 at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Sierra County Manager if a summary or other type of accessible format is needed.



SIERRA COUNTY, NEW MEXICO ORDINANCE NO. 23-002

AN ORDINANCE PROVIDING FOR THE COLLECTION, STORAGE AND DISPOSAL OF SOLID WASTE; ESTABLISHING AN EXCLUSIVE RESIDENTIAL AND COMMERCIAL SOLID WASTE FRANCHISE; ESTABLISHING AND IMPOSING A DISPOSAL FEE AND ELECTRONIC CARD SYSTEM; PROHIBITING THE UNLAWFUL DISPOSAL OF SOLID WASTE; PROVIDING FOR PENALTIES AND ENFORCEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Sierra County Commission has the responsibility to protect the health, safety and welfare of the citizens of Sierra County, New Mexico; and,

WHEREAS, the Commission desires to additionally prevent the spread of disease, prevent the creation of nuisances, conserve the natural resources and maintain the natural beauty of the County's environment; and,

WHEREAS, the Sierra County Commission desires to provide for the efficient, economical, and environmentally sound disposal and regulation of Solid Waste within the County; and

WHEREAS, the Sierra County Board of Commissioners has determined that it is necessary to adopt the powers in NMSA 1978 Sections 4-56-1 through 4-56-3 (1971) for the storage, recycling, collection and disposal of solid waste; and,

WHEREAS, the Sierra County Board of Commissioners is delegated the authority pursuant to NMSA 1978, Section 4-56-1, *et seq.*, to "establish and maintain, manage and supervise a system of storage, collection and disposal of all refuse"; and,

WHEREAS, NMSA 1978, Section 4-56-3 (E) (1971) provides that "[i]f the board of county commissioners has acted under this section to establish one or more sanitary landfill sites and is regulating the disposal of refuse in the county, it may establish, assess and collect fees from persons using the refuse disposal sites."; and,

WHEREAS, 20.9.2.9 (B) NMAC states that "[t]he state, and each municipality, county, or cooperative association shall provide a means to dispose of solid waste generated within its respective jurisdiction that has been approved by the secretary [];" and,

WHEREAS, the Sierra County Board of Commissioners finds that it is necessary to provide for the efficient and sanitary collection, recycling, transportation and disposal of solid waste, construction and demolition debris; to control litter in Sierra County, and to protect the health, welfare and safety of the citizens of Sierra County; and,

WHEREAS, the Sierra County Commission has found and determined that control and regulation of the use of the County Solid Waste disposal methods is necessary for the protection of the public health and that it is necessary to conserve available solid waste disposal capacity as a public resource; and

WHEREAS, the Sierra County Commission has found and determined that Solid Waste Management and Disposal procedures as established and practiced to date in the County have proven economically unviable.

NOW THEREFORE BE IT APPROVED, ADOPTED AND ORDAINED BY THE BOARD OF COMMISSIONERS OF SIERRA COUNTY, NEW MEXICO THAT:

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Section I. Short Title.

This Ordinance may be cited as the "Solid Waste Management Ordinance," and shall be referred to herein as the "Ordinance."

Section II. Solid Waste Disposal Fee and Electronic Card System.

A Solid Waste Disposal Fee and Electronic Card System is hereby established and imposed on all Solid Waste generated in Sierra County.

Section III. Authority.

This Ordinance is enacted pursuant to the authority granted to counties to provide for the safety and preserve the health of the residents of the county as set forth in Section 4-37-1 NMSA 1978; the authority provided in Sections 4-56-1 through 4-56-3 NMSA 1978, which authorizes the county to establish and maintain, manage and supervise a system of storage, collection and disposal of all refuse; and the authority provided in Sections 3-36-1 through 3-36-7 NMSA 1978, which enables the county to attach liens.

Section IV. Definitions.

As used in this Ordinance:

- A. Clean Fill broken concrete, brick, rock, stone, glass, reclaimed asphalt pavement, or uncontaminated soil generated from construction and demolition activities. Reinforcement materials which are an integral part, such as rebar, are included. Clean fill must be free of other solid waste or hazardous waste.
- B. Commercial Property Owner- the owner of property assessed by the Sierra County Assessor as commercial.
- C. Composting the process by which biologic decomposition of organic solid waste is carried out under controlled conditions. The process stabilizes the organic fraction into a material which can be easily and safely stored, handled and used in an environmentally acceptable manner.
- D. Construction & Demolition (C & D) Debris material generally considered to be water insoluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing materials, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure and includes rocks, soil, tree remains, trees and other vegetative matter that normally results from land clearing. If construction and demolition debris is mixed with any other type of solid waste, it loses its classification as construction and demolition debris. Construction and demolition debris does not include liquids, including, but not limited to, waste paints, solvents, sealers, adhesives; asbestos or potentially hazardous materials.
- E. County Commission the Sierra County Board of Commissioners, the duly constituted governing body of Sierra County.
- F. County Manager the chief administrative assistant to the Sierra County Board of Commissioners.

- G. County Road Superintendent the Sierra County employee is responsible for the administration of the Sierra County Solid Waste Program.
- H. County Transfer Station a facility maintained and operated by the County, for the benefit of the citizens of Sierra County, which handles solid waste in large containers or vehicles for transfer to a State and Federally authorized landfill. NOTE: locations of Transfer Stations may be changed from time to time as determined by the Board of Commissioners for Sierra County.
- I. Disposal Unit-means one cubic yard of Solid Waste.
- J. Franchise- the authorization granted by the County to a single person enabling the franchisee to operate a solid waste disposal business in the unincorporated area of the County.
- K. Garbage includes all waste food, swill, carrion, slops and all waste from the preparation, cooking and consumption of food and from the handling, storage and sale of food products and the carcasses of animals.
- L. Household Waste- any solid waste including garbage and trash, derived from household including single and multiple residences, residential property with trailer hookups, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day use recreation areas.
- M. Hauler any person transporting solid waste by whatever means for the purpose of disposing of the solid waste in a solid waste facility, except that the term does not include an individual transporting solid waste generated on or from his residential premises for the purpose of disposing of it in a solid waste facility.
- N. Litter solid waste or debris found in public areas or generated while traveling in a motor vehicle.
- O. Property Owner or Owner the person or persons identified as the owner of real property, as described on a real property deed or as listed as the owner of record in the Assessor's Office, whether residing on said property or not, the property being located within Sierra County and outside the corporate boundaries of the municipalities of any incorporated municipality within the County.
- P. Person any individual, partnership, company, corporation, firm, association, trust, estate, state and federal agency, institution, county, city, town village, or municipality or other legal entity, however organized.
- Q. Premises a structure, whether designed for residential or commercial use, located on any real property within Sierra County and outside the corporate limits of any municipality within the County.
- R. Resident-an individual identified as residing within the boundaries of Sierra County.
- S. Residential Property Owner- the owner of property assessed by the Sierra County Assessor as residential.
- T. Responsible Party- the owner of any premises, whether vacant, improved or unimproved, used primarily for either a private residence or for a business purpose, who is responsible for collection and/or disposal of solid waste on that premises.
- U. Refuse includes garbage and rubbish.
- V. Rubbish includes all junked parts or bodies of automobiles, tires, waste paper, paper cartons, tree branches, yard trimmings, discarded furniture, tin cans, dirt, ashes, bottles and all other unwholesome material of every kind not included as garbage.

- W. Solid Waste means any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility and other discarded material, including solid, liquid, semisolid or contained gaseous material resulting from industrial, commercial, mining and agricultural operations and from community activities. "Solid waste" does not include:
 - 1. drilling fluids, produced waters and other non-domestic wastes associated with the exploration, development or production, transportation, storage, treatment or refinement of crude oil, natural gas, carbon dioxide gas or geothermal energy;
 - 2. fly ash waste, bottom ash waste, slag waste and flue gas emission control waste generated primarily from the combustion of coal or other fossil fuels and wastes produced in conjunction with the combustion of fossil fuels that are necessarily associated with the production of energy and that traditionally have been and actually are mixed with and are disposed of or treated at the same time with fly ash, bottom ash, boiler slag or flue gas emission control wastes from coal combustion;
 - 3. waste from the extraction, beneficiation and processing of ores and minerals, including phosphate rock and overburden from the mining of uranium ore, coal, copper, molybdenum and other ores and minerals;
 - 4. agricultural waste, including, but not limited to, manures and crop residues returned to the soil as fertilizer or soil conditioner;
 - 5. cement kiln dust waste;
 - 6. sand and gravel;
 - 7. solid or dissolved material in domestic sewage or solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, <u>33 U.S.C. Section 1342</u> or source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954, <u>42 U.S.C. Section 2011 et seq.</u>;
 - 8. densified-refuse-derived fuel; or
 - 9. any material regulated by Subtitle C of the federal Resource Conservation and Recovery Act of 1976, substances regulated by the federal Toxic Substances Control Act or low-level radioactive waste;
- X. Solid Waste Electronic Card- means an electronic card on which a dollar value for the disposal solid waste has been loaded. The electronic card will be debited per established disposal fee schedule when the solid waste is delivered to, measured and accepted by any convenience center in Sierra County.
- Y. Solid Waste Disposal Fee- means fee charged by Sierra County or Solid Waste Contractor per the solid waste disposal fee schedule for the disposal of solid waste in Sierra County.
- Z. Solid Waste Contractor- means a person or company selected by the County through a competitive process to operate the County's solid waste program.
- AA. Solid Waste Facility means any public or private system, facility, location, improvements on the land, structures or other appurtenances or methods used for processing, transformation, recycling or disposal of solid waste, including landfill disposal facilities, transfer stations, resource recovery facilities, incinerators and other similar facilities not specified, but does not include equipment specifically approved by

order of the director to render medical waste noninfectious or a facility which is permitted pursuant to the provisions of the Hazardous Waste Act and does not apply to a facility fueled by a densified-refuse-derived fuel that accepts no other solid waste.

Section V. Accumulation of Solid Waste, Litter and C & D Debris; Removal; Penalty

- A. No person shall permit to accumulate any solid waste, litter or C & D debris on property owned, leased or occupied by that person within two-hundred (200) feet of another occupied premises, except in covered water-tight containers made of metal or plastic.
- B. No person shall throw, place, dump, or dispose of any solid waste, litter, or C & D debris on any road, street, gutter, sidewalk or alley, or on any public property or another's private property.
- C. No person (whether owner, tenant, lessee, manager or other person) shall permit any solid waste, litter or C & D debris or any composition or residue thereof which is in an unsanitary condition or hazardous to public health to remain upon the property under the person's control.
- D. No person shall cast, place, sweep or deposit any solid waste, litter, or C & D debris in such a manner that it may be carried or deposited by the elements upon any road, street, sidewalk, alley, sewer, parkway or other public place or private property within the County.
- E. Any accumulation of solid waste, litter, or D & D debris is a violation of the terms of this Ordinance and is hereby declared to be a nuisance and is unlawful.
- F. Subject to any limitations or otherwise provided by law, the Sheriff or a County Code Enforcement Officer or designated employee is authorized, upon issuance of a warrant, to inspect any property where he has probable cause to suspect that unlawful accumulations of solid waste, litter or C & D debris may exist.
- G. If, upon the basis of such inspection, the Sheriff or a County Code Enforcement Officer or designated employee finds that a violation of Subsections (A) through (E) of this Section exists, he shall notify in writing the person in control of the property (whether owner, tenant, lessee, manager or other person) to correct such violation within a designated period of time, from ten (10) days up to thirty (30) days.
- H. Upon the failure, neglect or refusal of any person, owner, tenant, lessee, manager or occupant of the property to correct any such violations within the time prescribed (or within five [5] days of the return of such prescribed notice as undeliverable if the notice is served by mail), the County Commission shall contract for the correction by the County, at the expense of the person, owner, tenant, lessee, manager or occupant in charge of the property.

- I. If the Sheriff or designated employee finds that the unlawful accumulation of solid waste, litter or C & D debris presents a clear and present danger to the public health, safety and welfare, and immediate measures are required to alleviate this clear and present danger, the County Manager may waive the ten (10) day notification period.
- J. Costs for correction of an unlawful accumulation of solid waste, litter, or C & D debris shall be determined on the basis of labor hours worked, equipment utilized in the clean-up at a customary rental rate per day, plus any direct cost paid by the County to correct the violation.
- K. The County Manager shall maintain files of the inspections, notices and actions taken pursuant to this Section. Costs incurred by the County in undertaking corrective actions shall be documented and the files shall be open for public review during normal business hours.

Section VI. Illegal Disposal.

It shall be unlawful for any person to dispose of Solid Waste or C & D debris in any manner other than disposal in a County Transfer Station, Landfill or as otherwise authorized by New Mexico law as described in NMSA 1978, Section 74-9-31 (B) (1995) relating to solid waste generated the property.

Section VII. Prohibited Materials and Acts.

No person shall:

- A. Dispose of petroleum waste, sludge, domestic sewage, treated domestic sewage (which does not meet the analytical criteria of Section 704 of the Solid Waste Management Regulations; SWMR-4), septage, hazardous wastes, radioactive waste, lead-acid batteries, and infectious waste or any materials regulated under the Federal Toxic Substances Control Act, including PCB's in County facilities.
- B. Dispose of bulk or non-containerized liquid waste unless; 1) liquid waste is household waste other than septic waste; or, 2) the container holding liquid waste is a small container similar in size to that normally found in household waste and the container is designed to hold liquids for use other than storage, and the waste is household waste.
- C. Place in County maintained solid waste facilities, any poisons, acids, caustics, chemicals, waste contaminated by infectious diseases, radioactive waste, toxic, highly flammable or explosive materials. Waste of these types shall be disposed of in accordance with any applicable state and federal laws or regulations, at the expense of the person accumulating the waste. [SEMR-4(107)]
- D. Dispose of any junk parts or bodies of automobiles, tires, trees, or appliances containing cooling units in County facilities except in areas expressly designated for the type of disposal.

- E. Dispose of solid waste within Sierra County except in containers designated for waste disposal or solid waste disposal facilities. Discarding of solid waste on the ground or premises not designated for disposal will be considered a violation of this Ordinance.
- F. Throw, dispose, or allow by any other manner any solid waste or litter on any road, street, gutter, sidewalk, alley, or open space.
- G. Dispose of any materials other than household type waste in dumpsters for regular collection.
- H. Dispose of live animals in County maintained solid waste facilities.
- I. Dispose of dead animals in any County maintained solid waste facility except in areas which have been designated for their disposal.
- J. Dispose of solid waste in County maintained facilities without having first paid the proper assessment fee or obtained a non-resident or bulky waste permit.

Section VIII. Solid Waste Disposal at County Transfer Stations.

After the effective date hereof a person in Sierra County:

- A. Shall not enter the area designated as a Solid Waste Transfer Station before the hour of its opening or after the hour of its closing or at any time on any day when said area is not open to the public.
- B. Shall not deposit, dump, or release garbage, refuse or waste materials of any kind in any area within a Transfer Station or adjacent to a Transfer Station at any time that the Transfer Station is not open to the public.
- C. Shall abide by the lawful instructions of any attendant as to the dumping of demolition, construction or other bulky materials including hazardous materials, toxic and radioactive wastes, motor vehicles, and appliances.
- D. Shall not deposit C & D waste, hazardous waste or tires (unless specifically authorized) at County Transfer Stations
- E. Solid waste deposited at any County Transfer Station shall be sealed in bags or closed containers
- F. No poisons, acids, caustics, chemicals, waste contaminated by infectious diseases, radioactive waste, dead animals, live pests, rocks, sand, dirt, C & D debris, toxic, highly flammable or explosive materials shall be placed in County solid waste containers, or be disposed of at County Transfer Stations. Such waste shall be disposed of in accordance

- with any applicable county, state and federal laws or regulations, at the expense of the person accumulating such waste.
- G. No yard waste, including grass and tree clippings, pine needles, leaves and cut weeds shall be placed in County solid waste containers or deposited at County Transfer Stations (unless specifically authorized on County clean-up days). Such waste shall be disposed of on the site on which it is generated or in an approved solid waste facility, or in accordance with any applicable county, state and federal laws or regulations, at the expense of the person accumulating such waste.

Section IX. Electronic Cards & Solid Waste Disposal Fees.

Any person may purchase and utilize an electronic card issued by the County or by a Solid Waste Franchisee, to use when disposing of solid waste at any of the County Transfer Stations.

- A. An electronic card shall be utilized to pay for disposal, the card may be pre-loaded with amounts desired by the user.
- B. An electronic card must be presented and debited at the Transfer Station prior to disposal of any solid waste at that Transfer Station during posted business hours.
- C. Each time a Person goes to a Transfer Station to dispose of solid waste, a Transfer Station staff member will debit the electronic card immediately prior to disposal of the solid waste in accordance with the Fee Schedule.
- D. When an electronic card has been drawn down to a zero balance, the Person will then be required to purchase more credits prior to disposal of any further solid waste at a Transfer Station.
- E. The County Manager or Solid Waste Franchisee is authorized to produce electronic cards.
- F. The County Manager or Solid Waste Franchisee is authorized to enter into agreements with retailers and other Persons to sell electronic cards.
- G. The County or Solid Waste Franchisee will replace lost or destroyed electronic cards with replacement electronic cards loaded with the same amount of credits that were on the electronic card at the time the card was lost or destroyed for a \$10.00 replacement fee.
- H. A cardholder will be allowed to dispose of solid waste per the Solid Waste Disposal Fee schedule adopted by Resolution by the Board of County Commissioners of Sierra County, and subject to a governmental GRT if the system is administered by the County or will be subject to County GRT and a 4% franchise fee if administered by a Solid Waste Contractor. The fees established by Resolution will also be subject to an annual increase based on the Consumer Price Index for All Urban Consumers (garbage and trash sub index) (CPI-U)". Mileage for Commercial Roll Offs will be subject to a fuel

surcharge calculated on the U.S. Energy Information Administration's U.S. On-Highway Diesel Fuel Prices on the 15th of each month with a baseline of \$1.25, July 15, 2021.

Section X. Uncovered or Unsealed Solid Waste Civil Penalty Fee.

Any solid waste delivered to a Transfer Station that is uncovered or not secured in bags shall result in a \$2.25 civil penalty fee to be assessed by the attendant against the electronic card.

Section XI. Transfer Station Availability.

The County Manager is hereby authorized to set the hours and days of operation for County Transfer Stations.

Section XII. Dumpster Rentals.

Dumpsters (solid waste containers) may be provided by Sierra County or a Solid Waste Franchisee for County functions such as the County Fair free of charge and hauled by the County. Dumpsters are available for use by private individuals or business upon the execution of a rental agreement on the form to be supplied by the County or Solid Waste Franchisee for such purpose and upon the payment of the fees as set and authorized by the County Manager or per a Solid Waste Agreement with a Solid Waste Franchisee.

Section XIII. Administration of this Ordinance.

- A. The County Manager, County Solid Waste Director or the Solid Waste Franchisee application and administration of this Ordinance by the Sierra County Solid Waste Department in any way involved in the administration of this Ordinance.
- B. Sierra County reserves to itself the right to execute any contract consistent with the terms of this Ordinance with any private, local, state or federal governmental entity to further the establishment, maintenance, management or supervision of its system to collect and dispose of solid waste generated in the unincorporated areas of the County.

Section XIV. Construction Sites & Transportation of Materials.

- A. Any person who has secured a state building permit shall, prior to commencement of any construction activity in the County, enter into a contract with the County or Solid Waste Franchisee to furnish and place a container on that property or provide a fenced area of suitable size and design to contain all solid waste and C &D debris which may be distributed or removed from the premises or property by wind or elements.
- B. No person generating solid waste or C & D debris shall allow solid waste or litter of any kind to be blown or be carried by the elements from the premises or property at which the building permit was secured.

- C. Any person engaged in construction or demolition shall remove the solid waste, litter, and C & D debris, including structural parts, from the construction site and contain their elements from scattering in the same manner as set out in section 10.2. C & D debris or solid waste shall be removed and disposed of within five (5) days of completion to an approved solid waste or C & D debris facility.
- D. Any person hauling solid waste, litter or C & D debris shall do so only in a covered or enclosed vehicle.

Section XV. Scavenging Prohibited.

- A. No person shall remove, collect, or disturb solid waste or C & D debris stored in or disposed of in a solid waste facility or solid waste container unless authorized by the County.
- B. No person shall remove any solid waste or C & D debris from a solid waste container and scatter the same upon any public or private property.

Section XVI. Ownership of Solid Waste.

All solid waste generated within or brought into the county is owned by and is the responsibility of the generator, until such time as the waste is deposited in a landfill or approved solid waste facility, or removed by a Solid Waste Franchisee except where state or federal requirements prohibit transfer of ownership. A licensed Solid Waste Contractor registered by NMED, who removes solid waste from a property, shall take ownership of the waste until it is taken to a landfill.

Section XVII. Powers of the County.

In connection with the operation of a solid waste collection system, the Sierra County Board of Commissioners may:

- A. Execute contracts on behalf of the County with any municipality, county or other unit in government, including any Solid Waste Authority, or any private entity for the collection, transportation and recycling or disposal of solid waste generated in the unincorporated areas of Sierra County.
- B. Regulate the collection, transportation and recycling or disposal of solid waste and C &D debris by any person within the unincorporated areas of Sierra County.
- C. Establish, assess and collect fees directly or through its authorized agent in responsible amounts designated herein.
- D. Coordinate the collection, transportation and recycling or disposal of solid waste and C &D debris in consultation with the New Mexico Environment Department.

E. Enter into an agreement with a Solid Waste Contractor to provide county solid waste disposal services.

Section XVIII. Penalties.

- A. Persons violating this Ordinance shall, upon conviction, be subject to a fine not to exceed THREE HUNDRED DOLLARS (\$300.00) and/or NINETY (90) days in jail for each separate offense except as set forth in Paragraphs 14.2 and 14.3 below.
- B. Persons violating this Ordinance by discarding or disposing of solid waste or litter on public or private property in any manner other than disposing it in and authorized container, convenience center, transfer station, landfill, or as otherwise prescribed by this Law, shall upon conviction, be subject to a fine not to exceed ONE THOUSAND DOLLARS (\$1,000.00) and/or NINETY (90) days in jail for each separate offense.
- C. Persons violating this Ordinance by illegally disposing of hazardous materials or waste in any manner other than as provided for in the Hazardous Waste Act and this Ordinance, shall upon conviction be subject to a fine not to exceed; FIVE THOUSAND DOLLARS (\$5,000.00) and/or NINETY (90) days in jail for each separate offense

Section XIX. Prosecution.

Prosecution of violations of this Ordinance may be commenced by the filing of a criminal complaint or issuance of a citation charging the violation. Criminal Complaints or citations may be filed/ issued by the Sheriff, a code enforcement officer of the county or an employee or employees of the county authorized by the board of county commissioners to issue such citations. NMSA 1978, Section 4-37-3 (1993).

Section XX. Franchise Required.

It shall be a violation of this Ordinance for any Person to engage in the business of residential or commercial solid waste disposal without a franchise from the County. In addition to the criminal penalties set forth in the Ordinance the County may seek and injunction to require the Person to cease operations and to seek damages.

Section XXI. Repeal of Previous Ordinances and Resolutions.

Sierra County Ordinance 16-007 is hereby repealed, as well as all other County Ordinances or Resolutions relating to Solid Waste Disposal which are in conflict with the above provisions, by the adoption of this Ordinance.

Section XXII. Savings Clause.

If any article, section, paragraph, clause, word or phrase of this Ordinance is held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

Section	XXIII	Effective	Date
Section	$\Delta \Delta \Pi \Pi$	Effective	Date.

This Ordinance shall be effective the later of thirty (30) days from the date it is filed with the County Clerk after adoption by the Board of County Commissioners.

PASSED, APPROVED AND ORDAINED this 20th day of June 2023 in the County of Sierra, in the City of Truth or Consequences, New Mexico.

Travis Day, Commissioner	
H 1 H 1' C ' '	HUTEU-X-1
Hank Hopkins, Commissioner	
James Paxon, Commissioner	-
,	
Attest:	
at the remarks	
Shelly K. Trujillo	
Sierra County Clerk	

SIERRA COUNTY COMMISSION REGULAR MEETING MINUTES MAY 16, 2023

CALL TO ORDER: 10:00 am Regular Meeting

The Sierra County Board of County Commissioners met in Regular Session at 10:00 A.M. on Tuesday, May 16, 2023, at the Sierra County Commission Chambers, 1712 N. Date St, Truth or Consequences, New Mexico.

ROLL CALL:

Commissioner Travis Day, Chairman Commissioner James Paxon, Vice-Chair-by telephone Commissioner Hank Hopkins, Member

Clerk of Board: Shelly K. Trujillo

County Attorney: David Pato

County Manager: Amber Vaughn

PLEDGE OF ALLEGIANCE:

NEW MEXICO STATE FLAG PLEDGE:

ALSO IN ATTENDANCE:

Ruben Lucero, Chuck Wentworth-Sentinel, Jennie Bierner-SSWCD, Josh Baker, Michelle Atwell, Candy Torrez, Candace Chavez, Billy Neeley, Ryan Williams, Keith Whitney

I. APPROVAL OF AGENDA:

Commissioner Hopkins MOVED to approve the agenda as presented. Commission Vice-Chair Paxon SECONDED the motion. Motion carried with Commissioners District 1-2-3 voting yes.

II. APPROVAL OF MINUTES:

A. Regular Meeting-April 18, 2023

Commission Vice-Chair Paxon MOVED to approve the minutes as presented. Commissioner Hopkins SECONDED the motion. Motion carried with Commissioners District 1-2-3 voting yes.

III. PUBLIC COMMENT: LIMITED TO 3 MINUTES

David Bean stated he came before the Commission 8 months ago to ask where we are with fixing the Las Palomas levees. Still to this date, nothing has been done.

Mr. Bean asked if the County isn't going to do anyghing can the property owners do the repairs themselves?

IV. CONSENT AGENDA:

- A. Resolution No. 110-161- Account Payables
- B. Resolution No. 110-162- Budget Adjustments
- C. Resolution No. 110-163- Indigent Claims

Commissioner Hopkins MOVED to approve Consent Agenda as presented. Commission Vice-Chair Paxon SECONDED the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

V. PRESENTATIONS/REPORTS:

- A. Years of Service award
- **B.** Department Reports

VI. BOARD OF FINANCE:

A. April Reconciliation

Commissioner Hopkins MOVED to approve the April Reconciliation as presented. Commission Vice-Chair Paxon SECONDED the motion. Motion carried with Commissioners District 1-2-3 voting yes.

VII. OLD BUSINESS:

VIII. NEW BUSINESS:

A. Government to Government Request for Information Regarding Black Fire

Commission Vice-Chair Paxon MOVED to approve the Government to Government Request for Information Regarding Black Fire as presented. Commissioner Hopkins SECONDED the motion. Motion carried with Commissioners District 1-2-3 voting yes.

B. Direction to Publish Ordinance 23-002-Providing for the Collection, Storage and Disposal of Solid Waste; Establishing an Exclusive Residential and Commercial Solid Waste Franchise; Establishing and Imposing a Disposal Fee and Electronic Card System; Prohibiting the Unlawful Disposal of Solid Waste; Providing for Penalties and Enforcement; and Providing an Effective Date

Commissioner Hopkins MOVED to approve Direction to Publish Ordinance 23-002-Providing for the Collection, Storage and Disposal of Solid Waste; Establishing an Exclusive Residential and Commercial Solid Waste Franchise; Establishing and Imposing a Disposal Fee and Electronic Card System; Prohibiting the Unlawful Disposal of Solid Waste; Providing for Penalties and Enforcement; and Providing an Effective Date as presented. Commission Vice-Chair Paxon SECONDED the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

IX. CONTRACTS - AGREEMENTS - PROCUREMENT

A. SVH Contract for Medical Clearance Amended

Commission Vice-Chair Paxon MOVED to approve SVH Contract for Medical Clearance Amended as presented. Commissioner Hopkins SECONDED the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

B. Memorandum of Agreement between the Cit of Elephant Butte and Sierra County for Vehicle and Equipment Maintenance Services

Commissioner Hopkins MOVED to approve Memorandum of Agreement between the Cit of Elephant Butte and Sierra County for Vehicle and Equipment Maintenance Services as presented. Commission Vice-Chair Paxon SECONDED the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

C. Terralogic-State Price Agreement-Records Management

Commission Vice-Chair Paxon MOVED to approve Terralogic-State Price Agreement-Records Management as presented. Commissioner Hopkins SECONDED the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

D. Don Chalmers Fore-2023 Crew Cab-State Price Agreement

Commissioner Hopkins MOVED to approve Don Chalmers Fore-2023 Crew Cab-State Price Agreement as presented. Commission Vice-Chair Paxon SECONDED the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

E. Goodman Tractor-Sourcewell

Commission Vice-Chair Paxon MOVED to approve Goodman Tractor-Sourcewell as presented. Commissioner Hopkins SECONDED the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

F. New Mexico Corrections Industries-Office Furniture

Commissioner Hopkins MOVED to approve New Mexico Corrections Industries-Office Furniture as presented. Commission Vice-Chair Paxon SECONDED the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

G. Purchase Agreement between 4Rivers Equipment, LLC and the County of Sierra

Commission Vice-Chair Paxon MOVED to approve Purchase Agreement between 4Rivers Equipment, LLC and the County of Sierra as presented. Commissioner Hopkins SECONDED the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

H. NM 33-Jan Carrejo-Amendment 2-Extension of Services

Commission Vice-Chair Paxon MOVED to approve NM 33-Jan Carrejo-Amendment 2-Extension of Services as presented. Commissioner Hopkins SECONDED the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

X. RESOLUTIONS – ORDINANCES – PROCLAMATIONS

A. Resolution No. 110-164-Amended Resolution Establishing Calendar Year 2023 Hours of Business and Legal Holidays

Commission Vice-Chair Paxon MOVED to approve Resolution No. 110-164-Amended Resolution Establishing Calendar Year 2023 Hours of Business and Legal Holidays as presented. Commissioner Hopkins SECONDED the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

B. Resolution No. 110-165-Adopting FY 24 Preliminary Budget

Commissioner Hopkins MOVED to approve Resolution No. 110-165-Adopting FY 24 Preliminary Budget as presented. Commission Vice-Chair Paxon SECONDED the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

C. Resolution No. 110-166-Authorizing Purchase of Truck and Lowboy Semi-Trailer

Commission Vice-Chair Paxon MOVED to approve Resolution No. 110-166-Authorizing Purchase of Truck and Lowboy Semi-Trailer as presented. Commissioner Hopkins SECONDED the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

D. Resolution No. 110-167-Opposing the Reintroduction of the MH Dutch Salmon Greater Gila Wild and Scenic River Act

Commission Vice-Chair Paxon MOVED to approve Resolution 110-167-Opposing the Reintroduction of the MH Dutch Salmon Greater Gila Wild and Scenic River Act as presented. Commissioner Hopkins SECONDED the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

E. Resolution No. 110-168-Establishing Flood Commission Priorities

Commissioner Hopkins MOVED to approve Resolution No. 110-168-Establishing Flood Commission Priorities as presented, to also include the addition of the Fair Grounds. Commission Vice-Chair Paxon SECONDED the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

XI. EXECUTIVE SESSION SECTION (10-15-E THRU H):

Commission Vice-Chair Paxon MOVED to go into Executive Session for Personnel, Real Estate, Pending and Threatened Litigation. Commissioner Hopkins SECONDED the motion. Roll call vote was taken with all Commissioners present voting yes.

District 1 – Yes District 2 – Yes

District 3 - Yes

PENDING AND THREATENED LITIGATION:

A. Ramirez v. Sierra County

PERSONNEL:

REAL ESTATE:

DISPOSAL OF REAL PROPERTY

XII. OPEN SESSION ACTIONS FOR EXECUTIVE SESSION:

Commission Vice-Chair Paxon MOVED to come back into Regular Session. Commissioner Hopkins SECONDED the motion. Roll call vote was taken, with all Commissioners present voting yes.

DATE AND TIME OF NEXT REGULAR SIERRA COUNTY COMMISSION MEETING:

The date and time of the next Regular Sierra County Commission Meeting has been scheduled for Tuesday, June 20, 2023 at 10:00 A.M. at the Sierra County Commission Chamber at 1712 N. Date St. Truth or Consequences, New Mexico.

Commission Vice-Chair Paxon MOVED to adjourn the meeting.

ADJOURNMENT:

There being no further business to come before the Board, Commission Chair Day adjourned the meeting.

Dated this 16th day of May, 2023.

SIERRA COUNTY BOARD OF COUNTY COMMISSIONERS

Commissioner Traví	s Day, Chairman		
Commissioner James	s E Paxon, Vice-Chair	man	
	- (
Commissioner Hank	Hopkins, Member		
ATTEST:			
Shelly K Trujillo, Co	ounty Clerk	_	

State of New Mexico

Shelly Trujillo County Clerk 575-894-2840

Candace Chavez County Treasurer 575-894-3524

Michael D. Huston County Assessor 575-894-2589

> Tom Pestak Probate Judge 575-894-2840



1712 N. Date St.
Truth or Consequences, New Mexico 87901

Amber Vaughn, County Manager 575-894-6215 voice 575-894-9548 fax

County of Sierra

James E. Paxon District 1 575-894-6215 Travis Day District 2 575-894-6215

Hank Hopkins District 3 575-894-6215

Glenn Hamilton County Sheriff 575-894-9150

RESOLUTION NO. 110-161 ACCOUNTS PAYABLE A RESOLUTION APPROVING THE PAYMENT OF CLAIMS THROUGH THE PERIOD BEGINNING MAY 1ST, 2023 AND ENDING MAY 31ST, 2023

WHEREAS, THE BOARD OF COUNTY COMMISSIONERS OF SIERRA COUNTY, NEW MEXICO, MEETING IN REGULAR PUBLIC SESSION ON JUNE 20TH, 2023 DESIRES TO PROVIDE FOR THE EQUITABLE AND REASONABLE PAYENT OF CLAIMS DUE AND ACCOUNTS PAYABLE, AND;

THEREFORE, BE IT RESOLVED, THAT CLAIMS, PURCHASE VOUCHERS AND WARRANTS DETAILED AND ATTACHED HERETO, PAYABLE FROM THE VARIOUS FUNDS, IN THE AMOUNT OF \$1,298,121.96 ARE PASSED, APPROVED AND ADOPTED ON THIS 18TH DAY OF APRIL, 2023.

ATTEST:

TRAVIS DAY, COMMISSIONER

HANK HOPKINS COMMISSIONER

SHELLY K. TRUJILLO, COUNTY CLERK

JAMES PAXON, COMMISSIONER

BOARD OF COUNTY COMMISSIONERS

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	CONTRACT SERVICES	17,327.22	00.
	LEAD GRANT	2,699.00	00.
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	RISE GRANT	21,055,70	00.
	POLICITUM DALAKIES	382.67	00
	PERA MATCH 10.60%	386.82	00.
	FICA MATCH+7.65%	242.29	00.
	CONTRACT SERVICES	16,459.28	00.
	EQUIPMENT/VEHICLE MAINTENANCE	332.62	00.
	GROUP INSURANCE MATCH 90%	581.00	00.
	RETIREE INSURANCE	07.66	00.
1	COSSAP PEDERAL GRANT	10,854.04	00'
	FULL-TIME SALARIES	2,608,44	00.
	PERA MATCH 10.80%	268.78	00'
	FICA MATCH-7.65%	199.93	00'
	CONTRACT SERVICES	5.891.80	00
	SUPPLIES SAME AND ASSESSED ASSESSED	343.74	99.
	ACMARISAL BREITER	25.50 25.10	00.
	ZOUIDMENT LEASE	1,486.33	00.
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	ACCUSATION OF THE PROPERTY OF	189.248.26	00
	RAID COMMINITY CLEANUR	19,872.02	00.
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	CAPITAL PROJECTS	36,199.25	00.
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	FULL-TIME SALARIES	2,788,80	00,
	FERR MATCH 10.80%	287.24	00.

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DD E029694 694.24 05/11/2023	ENGLE, LARITA M	PYRL FW-04/23/2023 TO-05/06/2023 401-01-2002 PYRL FW-04/23/2023 TO-05/06/2023 401-01-2002 PYRL FW-04/23/2023 TO-05/06/2023 401-01-2002 PYRL FW-04/23/2023 TO-05/06/2023 401-01-2002		485.97 34.70 34.72 138.85
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Date: 6/12/23 14:	CK= DATE		TREASURERS OFFICE OF COUNTY CLERK DETENTION REAPPRAISAL FUND DMI DISTRIBUTION FUND DISPATCH	03 R128537 GLO	63 m 63 m 67 m	ADMINISTRATION 200.00 ********************************	03 R128540 RAV 03 R128540 05/12/2023	03 R12B54: NEW 529.81 OS/12/2023

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Date: 6/12/23	CK# DATE		ADMINISTRATION DETENTION DWI DISTRIBUTION FUND	03.828542 1065.00 05/12/2023	ACMINISTRATION LAW ENFORCEMENT WHITE SANDS MISSLE RAN EMERGENCY MONT SERVICE ************************************	ADMINISTRATION 350.00 =================================	03 R128545 662.96 05/12/2023

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CHECK LISTING RES #110-169	Description	SIERRA COUNTY SHERIFF'S DEPT \$75-894-9150 ACCOUNT NO. 019 191 5371 001	BILL DATE 04/22/2023 SIERRA COLMITY DETENTION 575-894-2537	ACCT NO. 020 709 0728 001 BILL DATE 05/17/2023 SIERRA COUNTY ROAD DEPARTMENT	545-894-6881 ACCT, NO. 030 597 7303 001 BILL DATE 04/28/2023 HILLSBORD FIRE DEPT	575-895-5368 ACCT NO. 030 602 3362 001 BILL DATE 04/30/2023	102.76 ROAD	SIERRA COUNTY SHERIFF'S DEPT ACCOUNT NO. 287297346629 INVOICE NO.287297348629X04262033 BILL DATE 04/18/2023		204 DUE ON LODGING & WEALS EMS REGION 111 CONFERENCE 04/27/2023 TO 04/30/2023 RUIDOSO. NM		DATTERIES FOR BRUSH-3 CORE CREDITS INVOICE NO. 2529131554 RETURN INVOICE NO. 2529131555 RETURN INVOICE NO. 2529131555 INVOICE DATE 05/10/2023 CASALLO FIRE DEPT	原	COLD MIX	SALES TAX INVOICE NO. M40155 INVOICE DATE 04/25/2023 SISSRA COUNTY ROAD DEPT	HOT MIX	HOT MIN	GRI INVOICE NO. M40153 INVOICE DATE G4/25/2023 SIERRA CGUNTY ROAD DEPT
3 14:34:46 (CHEC60)	Name	ATET STEELS STEEL					94,29 DETENTION 47.14	ATET MOBILITY LLC	1054,73	03 R128549 ATWELL, TRAVIS D. 43.80	SERVICE 43.80	03 RI28550 AUTOZONE CORE CREDIES FOR BRUSH-3 287.98 INVOICE NO. 2529131554 05/12/2023 RETURN INVOICE NO. 2529131556 RETURN INVOICE NO. 2529131555 INVOICE DATE 05/10/2023 CABALLO FIRE DEPT	287,96					
Date: 6/12/23	CK\$ DATE	03 R128547 285.48 05/12/2023					LAW ENFORCEMENT HILLSBORD FIRE	03 7128548 1054.73 05/12/2023	LAM ENFORCEMENT	03 R128549 43.80 05/12/2023	SMERGENCY MGMT SERVICE	M = M = M = M = M = M = M = M = M = M =	CABALLO FIRE	03 R128551	05/12/2023			

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CHECK LISTING RES #110-169	Description	STATEMENT NO. 33844852 MOTOR GRADERS 120M2/Y9C00206.120M2/Y9C00209. 120M2/Y9C00208.120M2/Y9C00209. CONTRACT NO.001-0987966-003. 001-0987966-002.0010987966-001. CONTRACT NO. 33858054 CUSTOKER NO. 33858054 CUSTOKER NO. 2015601		TESTING FIRE EXTINGUISHERS ANNUAL COMPLIANCE TESTING INVOICE NO. 15080 ENVOICE DATE 05/10/2023 CABALLO FIRE DEPT		953 CDC 023	HOUSING & MEDICAL WESLEY WEBS CJ66705 INVOICE NO. 10 H-235CDC INVOICE PARIO PARIL, 2023 INVOICE PERIOD APRIL, 2023		03 R128559 COMPASSION CARE CLINIC PC CDL PHYSICAL FOR NGAH FELLOWS 75.00 SIERRA COUNTY ROAD DEPARTMENT 05/12/2023		CONTINENTAL BATTER COMPANY BATTERIES INVOICE DATE 04/19/2023 CREDIT NEWS 17942304251113 INVOICE DATE 04/19/2023 CUSTOMER NO. S0090347 SIERRA COUNTY ROAD DEPT		COOPERATIVE EDUCATIONAL SERVICEBOOF REPAIR AT STERRA COUNTY SHERIF & ROAD COMPLEX INVOICE NO. 26.005927 INVOICE DATE 04/28/2023 CUSTOMER ID COUNTYOFSIERRA SIERRA COUNTY COMMISSION
14:34:46 (CREC60)	Name		14628.55	CENTRAL PIRE AND SAFETY	832.50	CENTRAL NM CORRECTIONAL PACILITATOUSING & MEDICAL DEVON SCHINGEL CJ9 INVOICE NO. 10 6-215 INVOICE NO. 10 6-216 INVOICE PACILITATOUS AND		10084.80	COMPASSION CARE CLIMIC PC	95.00	CONTINENTAL BATTERY COMPANY	133.92	COOPERATIVE EDUCATIONAL S.
Date: 6/12/23	CKs DATE		ROAD	03 0128557 832.50 05/12/2023	CABALLO FIRE	A KANAN WA MARKAN WA		CORRECTION FEES	03 7128559 75.00 05/12/2023	COMMISSIONERS	03 712/2033	ROAD	03 R128561 40324.17 05/12/2023

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Page: 26	Invoice a DATE	5012023 05/01/2023	S012023 05/01/2023		10042023 05/04/2023	等	5022023 05/02/2023	/ /	11	1 1		5082023 05/08/2023	, ,	40 MM	5092023 05/09/2023
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CHECK LISTING RES #110-169	Description	NO DUMPING SIGNS INVOICE NO. 6558 INVOICE DATE 05/01/2023 RAID GRAVT	HAIX WILDLAND BOOT HAIX WILDLAND BOOT SHIPPING/FREIGHT INVOICE NO. 0332570 INVOICE DATE 04/04/2023 CUSTOMER NO. 00-1000031 CABALLO FIRE DEFT		EMPLOYEE LOCKERS L BRACKET MALL SCREW ANCHOR KIT SUPPLY CHAIN FREIGHT SURCHARGE FREIGHT BOX IRVCK INVOICE NO. 48007 INVOICE DATE 04/28/2023 SIERRA COUNTY REGIONAL DISPATCH		SIERRA COUNTY FACILITIES MGMT INVOICE NO. 68624	INVOICE DATE 05/01/2023 CAEALLO FIRE DEPT TANGETOR NO 48866	INVOICE DATE 05/01/2023 SIERRA COUNTY ROAD DEPT INVOICE NO. 69218	INVOICE DATE 05/01/2023 SIERRA COUNTY SHERIFF'S DEPT INVOICE NO. 69217 INVOICE DATE 05/01/2023	RE 10.44 ROAD		BILL DATE 05/01/2023 ARREY SENIOR CENTER ACCOUNT NO. 00001111 SERVICE 03/14/7023 TO 04/13/2023 BILL DATE 05/012023		NEWSPAPER SUBSCRIPTION INVOICE DATE 05/08/2023
6/12/23 14:34:46 (CHEC60)	DATE Name	DESERT GRAPHICS 00 3 2280:00	ED 36.		ERGOFLEX SYSTEM, INC.		FASTWAVE BIZ	49			MANAGEMENT 54.19 CABALLO FIRE MENT 80.00	O3 P128566 GARPIELD WATER ASSOCIATION ARREY FIRE STATION 56.00 O5/12/2023		28.03	The same management of the same same same same same same same sam
Date: 6/3	CKs	03 R128562 03 R128562 2286.00 05/12/2023 R0AD	03 R128563 05/12/2023	CABALLO FIRE	03 R128564 3290.18 05/12/2023	DISPATCH	03 R128565 275.07	05/12/2023			FACILITIES MANAGEMENT LAW ENFORCEMENT	03 R128566 05/12/2023		ARREY/DERRY FIRE	03 R128567 2323.65 05/12/2023

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Page: 27	Invoice # DATE	5112623 05/11/2023	~ ~ ~		× ××		5087023 05/08/2023	5032023 05/03/2022 05/03/2020 05/03/2020 05/03/2020 05/03/2020 05/03/2020 05/03/2020 05/03/2020 05/03/2020 05/00000 05/0000 05/0000 05/0000 05/0000 05/0000 05/0000 05/0000 05/0000 05/0000 05/0000 05/	5042023 05/04/2023	80000000000000000000000000000000000000
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CHECK LISTING RES HILD-169	Description	SIERRA COUNTY ROAD DEPT BRIDGE OF GRACE NOTIFICATION 402- APRILL PRINT AD INVOICE DATE 04/28/2023 SIERRA COUNTY ROAD DEPT	3.7.1.		CDBG FUBLIC HEARING INVOICE NO. 727 INVOICE DATE 04/28/2023 PROPERTY TAX DELINQUENT NOTICE 601: TAX INVOICE NO. 728 INVOICE DATE 04/28/2023	DISPATCH		*seessessessessessessessessessessessesse		př k h
23 14:34:46 (CHEC60)	Name					236.21 DWI DISTRIBUTION FUND 620.82 LANDFILL 154.51	HILLSBORO MUTUAL DOMESTIC WATERHILLSBORO FIRE DEPT ACCOUNT NO. 79 04012023 TO 05012023 ACCOUNT NO. 93 04012023 TO 05012023	RESTORI	LAUNDROWAT ON THIRD 35.27	LUNA COUNTY DETENTION CENTER INMATE HOUSING ARELL, 2023 INVOICE DATE 05/02/2023 SIERRA COUNTY DETENTION
Date: 6/12/23	CX= DATE					ROAD ADMINISTRATION TREASURERS	03 R120558 69-43 05/12/2023	HILLSBORD FIRE SREEDS SEEDS SE	CORRECTION FEES	03 R120571 112455,00 05/12/2023

Petripling the first process of the first process o	CKR DATE Name CORRECTION FEES 112455.00	2	10	CABALLO FIRE 517.19 3 R128574 MESILLA VALLEY TYRE 777.63	05/12/2023	KOAD 727	03 R128575 MICHAEL KOZLOSKI 6294.80		2 4 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	# #	03 R128577 WORNING ST 527.00 05/12/2023	CABALLO FIRE 527
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13.00 ct. 140 ct. 14	Description	NOGERCHANTS FLEET AUTO(COSSAP) INVOICE DATE 04/30/2023 APRIL 2023 BILLING COSSAP GRANT	AAVE ASSEMBLY FOR AIR CYLIN AAGER CYLINDER CREW PAN .164X.250 NVOICE NO. IN1846699 NVOICE DATE 03/15/2023 USTOMER NO. C57915	TIRES INVICE NO. 16693	INVOICE DATE 02/27/2023 TIRES INVOICE NO. 17167 INVOICE DATE 04/05/2023 SIERRA COUNTY ROAD DEPT		IT/MEDIA SUPPORT MAY 2021 INVOICE DATE 05/01/2023 SIERRA COUNTY ADMINISTRATION		NUTRILE GLOVES FARGE INVOICE NO. 00983697 INVOICE DATE 04/26/2023 SIERRA COUNTY DETENTION	- 1	MALL CAPS LOCO ON PRONT TITLE ON MACK LOCO EMBROIDERY LINVOICE NO. \$2152 INVOICE DATE 05/01/2021 CABALLO FIRE DEPT	
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Page : 29	Invoice s DATE			**************************************		1 1	拉列以作物的现在由电池自由电影图画电影等电池风况中分分计的数据			.coc4cccccammand&@@ddacemmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmm			1 1	, ,		/ /				5022023 05/02/2023		1 1			1 1			/ /		
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CRECK LISTING RES =110-169	Description	INVOICE DATE 05/02/1023 SIERRA COUNTY ADMINISTRATION		SIERRA COUNTY FACILITIES MGWT ACCT. 054200213-04756556-4 BILLING DATE 04/27/2021	SIERRA COUNTY COURT HOUSE ACCT, 044200112-0476655-9	Biblin BAIT 04/2//2023 PUBLIC HEALTH OFFICE ACCT. 044507601-0479730-4 EILLING DATE 04/27/2023		INSIERRA COUNTY'S SURPLUS CONTRIBUTION FOR THE RETIREE HEALTH CARE FOR WAY, 2023		RESERVATOR STATES OF STATE	INVOICE ND, 2162-104469 INVOICE DATE 01/17/2023 AITEMATOR	INVOICE NO. 2162-113364	INVOICE DATE 04/24/2023 ALTERNATOR INVOICE NO. 2162-113378	INVOICE DATE 04/24/2023	INVOICE NO. 2162-113611	INVOICE DATE 04/27/2023 OIL FILTER	INVOICE NO. 2162-113514 INVOICE DATE 04/26/2023	CUSIOMER NO. 80397 SIERRA COUNTY ROAD DEPT		MATCHOOCOCCAMENTAL STATE TATE TEST 241 LABEL MAKER TATE	TZE-345 LABEL MAKER TAPE FOLGERS SINGLE SERVE K CUP	GREEN MIN COFFEE K CUP	HOT CUPS	HOT TUP LIDS 6" SCISSORS PR OF 2	WITE OUT TAPE	8 1/2 X 11 COPY PAPER	8 1/2 X 14 COPY PAPER BIASTIC GROOMS	TRUVIA BOX OF 400 PACKETS	INVOICE DATS 04/15/2023	INVOICE NO. 310125637001
14:34:46 (CHEC60)	Name		8155.41	NEW MEXICO GAS CONPANY			FACILITIES MANAGEMENT 129.90	NM RETIREE HEALTH CARE AUTHORITSTERRA COUNTY'S SURPLUS CONTRIBUTION FOR "HE RE REALTH CARE FOR WAY, 20	9447.23	TOUGHTHER BERNERS RESERVED STORES INCLEDEN FILTER									242.05	RARBHERKKHTUDGGGGRARREBERKKERERLEGEGGERKERERKEGGGGGGGRARREBBBERKEGGGGG 03 R126592 ODP BUSINESS SOLUTIONS, LLC TEE-241 LABEL WAKER TAPE										
Date: 6/12/23	CK# DATE			03 7129579 129.90 05/12/2023			FACILITIES MAMAGEMENT	03 O128580 9447,23 05/12/2023	(A)	03 0128581	241.06								ROAD	03 R126582	477.65									

			9	17.00	13.00	13.00	13.00						3.00	6.00	6.00	3.00	1.00	4.00	3.00	2.00	1.00	1.00				1.00	1.00	2.00	7.00	1.00	1.00	2.00	7 . 50		1.00	
			000000000000000000000000000000000000000	479.09	113.75	11.33	19.32						6.49	\$10° 10° 10° 10° 10° 10° 10° 10° 10° 10°	9 8 8	20.99	15,79	29.93	97.70	22.99	16.79	56.48				19.86	25.80	6.68	23.45 CA QC	23.89	13.96	95.57	, n . n .		745.00	
	Amount			5144.53	1478.75	147.29	251.16						19.47	33.54	21.54	66.00	15.79	119.96	4.74	45.98	16.79	5.99				19.86	25.80	13.36	133.80	23.89	43.96	191,14			745.00	
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	Line Item		***************************************	604-85-2021	604-85-2021		604-65-2021						402-50-2225	402-50-2225	402-50-2225	402-50-2225	402-50-2225	405-67-2225	405-67-2225	402-50-5335	402-50-2225	402-50-2225				0000-60-469	624-87-2999	624-87-2999	624-87-2999	624-87-2939	624-87-2999	401-05-2111	CALIFF CKK ONTOROGE		402-56-2330	
CHECK LISTING RES #110-169	Description	INVOICE NO. 310125639001 INVOICE DATE 04/17/2023 INVOICE NO. 310125641001 INVOICE DATE 04/17/2023 ACCOUNT NO. 59060234 SIERRA COUNTY SHERIFF'S DEPT	电超级电极 医化化合物 化多多烷酸盐 医甲状腺素 医甲状腺素 医甲状腺素 医甲状腺素 医甲状腺素 医甲状腺素 医甲状腺素 医甲状腺素	17RD 3 MAGS LAFD ADJ LED RED DOT	FN509 W/LGT(6390RDS-2702-131) FN509 W/LGT (639-RDS-2702-132)		SPL QUICK LOCKING SYSTEM KIT BLK 17RD 3 MAGS LAPD	INVOICE NO. 511358	INVOICE DATE 03/03/2023	INVOICE DATE 03/28/2023	INVOICE DATE 03/30/2023 SIERRA COUNTY SHERIFF'S DEPT		PAINT MARKES FINE WH	PAINT MARKERS MED BK	PAINT MARKERS FINE BK	PAINT MARKERS MED WH	CORRECTION TAPE	PAPER	LYSOL NEUTRA	TAPE	BALLPOINT PENS	GEL PENS OPPORT LINENCK	SC ROAD DEPARTMENT	INV #31954884,31929779,31942916	INVOICE R SISYLESTS DATE 04142023,04132023.04132023	ACCT # 2693119	GLUE SIICKS	STAPLES	COPY PAPER	DYMO LABELS	SCOTCH TAKE	TONER CARTRIDGES		TOYOUR METOKOT	化氯化苯酚 医乳球性 医三角 医多种性 化二苯基苯甲基苯甲基苯甲基苯甲基苯甲基苯甲基苯甲基苯甲基苯甲基苯甲基苯甲基苯甲基苯甲	INVOICE NO. 12842 INVOICE DATE 05/02/2023
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Date: 6/12/23	CK= DATE		LAW ENFORCEMENT	03 R128583 13666,42	05/12/2023							LAW ENFORCEMENT PROTEC 13666.42	01 013854	980.21	05/12/2023																			ROAD BUREAU OF ELECTIONS	03 R128585 RECORDS TIRE	745.00

Date: 6/12/23	6/12/23 14:34:46 [CHEC60]	CHECK LISTING RES =110-169		Page: 31			
CK#	Nath	Description	tine Item	Invoice = DATE PO #	Amount		
ROAD	74 % .00	SIERRA COUNTY ROAD DEPT					
03 R128596 324-85 05/12/2023	03 R128596 SAMBA HOLDINGS, INC. 124.85 05/12/2023	DRIVING RECORD MONITOR INVOICE NO. INVOILO2335 INVOICE DATE 34/30/2023 ACCOUNT NO. MOROOS132 SIERRA COUNTY ADMINISTRATION	401-00-2771	5082023 05/08/2023 69290	전 전 전 전 전 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	324.85	7.00
03 R128587 05/12/2023	SIERRA AUTO PARTS	ATE GALLON 15M4 & OLL - GALLON POWER STERRING FLUID-GALLON DIESEL EXHAUST FLUID INVOICE NO. 6116+312800 INVOICE CATE 15/02/2023 CUSTOMRR NO. 5528 MONTICELLO FIRE DEPT	411-76-2330 411-78-2330 411-78-2330 411-78-2330	\$042023 05/D4/2023 70101 / 70101 / 70101	1	27.49 26.48 21.04 20.72	2.00 3.00 3.00 12.00
MONTICELLO FIRE	404.10						
03 R128588 1306.67 05/12/2023	SIERRA ELECTRIC CO-OP, INC.	III III	407-75-2552	\$042023 05/04/2023	232.29	232.29	1,00
		HILLSBORD TV	407-75-2552	11	76.18	76.18	1.00
		ACCOUNT NO. 63701 MINSTON FIRE DEPT ACCOUNT NO. 25901,446502,730200,768500,786500	410-74-2552		297.07	297.07	1.00
		MONTICELLÖ FIRE DEPT	411-78-2552	11	53.95	સ છ. સ	1.00
		CUCHILLO FIRE DEPT	411-78-2552	11	63.25	63.25	1.00
		ACCOUNT NO. 847000 CABALLO FIRE DEPT ACCOUNT NO. 128201,744400,744500	413-80-2552	, ,	174.72	174.71	1.00
		INVOICE NO. 5342 LAS PALOWAS FIRE DEPT	414-83-2552	11	77.75	37.75	1.00
		ACCOUNT NO. 145001 POVERTY CREEK FIRE DEPT	425+59-2552	11	265.61	265.81	3.00
		ACCOUNT NO. 641100 HILLSBORD TRANSFER STATION	405-67-2552	- 11	32.04	32.04	3.00
		ACCOUNT NO. 63801 WINSTON TRANSPER STATION	405-67-2552	1 1	33.62	33.62	1.00
		ACCOUNT NO. 11101 BILL DATE 05/02/2023 BILLING PERIOD APRIL 2023					
HILLSBORD FIRE CABALLO FIRE LANDFILL	308.47 WINSTON 174.71 LAS PALOF 65.66		117.20 REEK FIRE 265.81				
03 R128589 446.50 05/12/2023	STERRA VISTA ROSPITAL	MEDICAL CLEADANCE FOR STACEY SAILLA PATIENT NO. 644507V15467	рами и и и и и и и и и и и и и и и и и и	5052023 05/05/2023 69356	174.80	174.80	1,00

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		CHRIS SALGADO PATIENT NO. 644837V15467 SIERRA COUNTY SHERIFF'S DEPT							
LAW ENFORCEMENT	446.5			国国际间间国际现在会员国际公司公司公司公司公司公司公司公司公司公司公司公司公司公司公司公司公司公司公司	# H	H H H H H H H H H H H H H H H H H H H			
03 R128590 120.00 05/12/2023	NEW MEXICO ENVIRONMENT DEPT	RENTAL ON HA-332-0 SAND/GRAVEL SIERRA COUNTY ROAD DEPT INV #246398 INV DATE 04/27/2023	402-50-289;	5102023 05/10/2023	70137	120.00	120.00	1.00	,
	120.00					TO NO.			
######################################	SUN VALLEY, INCORPORATED	PUMP, POLY TUBE, TABE INVOICE NO. 169317/6 INVOICE DATE 05/01/2023 CUSTOMER NO. 3082 SIERRA COUNTY PACLILITIES MGMT	401-02-2550	5022023 05/02/2023	69286	4 2	42.27	1.00	
		PVC PIPE AND CAP INVOICE NO. 169422/6 INVOICE DATE 05/08/2023 CUSTOMER NO. 3082	402-50-2891	5092023 05/09/2023	69283	12.19	12.19	1.00	
		SIERRA COUNTY KOAD DEFT ROUND SHOVELS	411-78-2999	\$102023 05/10/2023	70079	79.96	19.99	4.00	
		SHORT MANDLE SLEDGE HAMMER	411-78-2999	1 1	2007	271.96	64.00	00.4	
		1018 SLEDGE HAMMER	411-78-2999	, ,	70079	259.96	66.99	4.00	
		100' EXTENSION CORD	411-78-2999	1 1	20079	371.96	95.99	4.00	
		24* BOLT CUITERS	411-78-2999	, ,	90000	171.96	0, 0 0, 0	0.4	
		50' POLY TWIST ROPES	411-78-2999		70079	13.92	16.99	00.8	
		14.X18' BLUE MEDIUM TARP	411-78-2999	11	64007	183.96	A 100 C	00.4	
		10:X12' BUUE MEDIUM TARP	411-78-2999	, ,	90000	131.92	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	00 00	
		6.X9.MEDIUM DUTY TARP	411-78-1999		2007	B0 605	289.99	2.00	
		ZOUGLI RELIFFOCATIONS SANTINGIES NO TRANSPORTE NO TRANSPORT INVOICE DATE 09/10/2023	56 56 56 56 56 56 56 56 56 56 56 56 56 5						
		CUSTOMER NO. 3082 MONTICELLO FIRE DEPT							
FACILITIES MANAGEMENT	EMENT 42.27 ROAD	12.19 MONTICELLO FIRE	LO FIRE 2539.42						
03 R128592 558.01 05/12/2023	03 R128592 SYSTEMS ND LLC 598.01 05/12/2023	SCRDA IT SERVICES MAY 2023 BILLING INVOICE NO. 105312 INVOICE DATE 05/01/2023 SIERRA COUNTY REGIONAL DISPATCH	634-32-2032 DISPATCH	\$022023 05/02/2023 69239		10.86\$	10.888	1,00	
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03 R128593 17327.22 05/12/2023	THE OILVE TREE	BHIZ CONTRACT APRIL 2D23 INVOICES INVOICE DATE 04/29/2023		\$102023 05/10/2023		22.7257.	17327.22	1.00	
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03 R128594 2695.00 05/12/2023	THE OLIVE TREE.	LEAD GRANT APRIL 2023 INVOICES INVOICE DATE 04/29/2023	500-47-2106	\$102023A 05/10/2023	69295	2695.00	2595.00	000 1	

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	814.22					11 11 11 11 11 11 11 11 11 11 11 11 11			
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de de	US DISTRIBUTING, INC. INVOICE DATE 04/26/2023 VARIOUS PARTS INVOICE NO. 675274 INVOICE DATE 04/26/2023	以中央 中央 中 門 持 始 始	402-50-2330 402-50-2330	5022023 05/02/2023	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	110.25	110.25	1.00	
	96.01	CUSTOMER NO. 589 SIERRA COUNTY ROAD DEPT							
**	VERTZON WIRELESS SERVICES	03 R128600 VERIZON WIRELESS SERVICES SIERRA COUNTY REGIONAL DISPATCH 634-32-2231 1523.01 ACCOUNT NO. 64209851-0002	634-32-2221	5042023 05/04/2023	8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	163,39	163.39	1.00	
		BILL DATE 04/10/2023 CABALLO PIRE DEFT 575-740-7139 ACCOUNT NO. 507280602-00001 INVOICE NO. 9933400005	413.80-2221	5052023 05/05/2023	69291	4 0 0 5	46.02	1.00	
		BILL DATE 04/25/2023 ENRGENCY SERVICES 575-740-9759 ACCOUNT NO. 507280602-00008	426-45-2221	,	95289	40.01	40.01	1.00	
		INVOICE NO. 9934400008 BILL DATE 04/25/2023 SIERRA COUNTY ADMINISTRATION ACCOUNT NO. 507280602-00016	401-00-2221	5082013 05/08/2023		1006.61	1006.61	1.00	

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Page: 34 Involce s DATE		5092023 05/09/2023						5112023 05/11/2023
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CHECK LISTING RES #110-169 Description	INVOICE NO 9931400010 BLLL DATE 04/25/2023 SISPRA CCUNTY ADMINISTRATION 401-6 BR & PROCUREMENT 575-740-6639,575-740-8010 ACCOUNT NO, 507280602-06012 INVOICE NO, 9931400011 BLLL DATE 04/25/2023 SIERRA COUNTY FACILITIES MONT 601-6575,740-6594	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	46.02 FIRE ADMIN 92.04 FACILITIES		ROUND LADDERS	5237 05/09/2023 IRE DEPT PER FOOT	TAX ON LABOR 413- PUMP TESTING PER TRUCK 413- MILEAGE TAX ON LABOR 1NVOTCE NO. 3238 INVOICE DATE 05/09/2023 INVOICE DATE 05/09/2023	5) 64 01
3 24:34:46 (CHEC60) Name			163.39 CABALLO FIRE 1006.61 ALMINISTRATION 92.86					
Date: 6/12/23			DISPATCH CONMISSIONERS ROAD	14917.35 05/12/2023				

		4120.00 58.00 1.00		1.00		19.00	19.00	19.00	19.00	1.00	7.00	12.00	2.00	6.00	4.00	6.00 2.00	4.00	1.00	1.00	2.00	9 6	1.00				1.00	1.00					1.00		
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Page: 35	Invoice # DATE			N MAN WAR	\$	\$022023 05/02/2023			- '		11				11				1 1							5042023 05/04/2023	/ /							
	Line Item	409-77-230 409-77-230	FIRE 4000.13	426-45-2330		413-80-2999	413-80-2999	411-80-2999	413-80-2999	413-80-2999	413-80-2999	413-80-2999	413-80-2999	413-80-2999	413-80-2999	413-80-2999	413-80-2999	411-80-2999	413-80-2999	413-80-2999	413-80-2999	413+80-2999				500-50-2747	500-50-2747					502-56-2988	-4	
CHECK LISTING RES =110-169	Description	TESTING OF FIRE HOSE TESTING OF GROUND INDDERS LABOR TAX INVOICE NO. 3235 INVOICE DATE 05/09/2023 INVOICE DATE 05/09/2023 ARREY DERRY FIRE DEPT	-	WHITEHEAD CHEVROLET, LLC OIL CHANGE FOR 2022 FORD F250 CUSTOMER NO. 6985 EMERGENCY SERVICES ADMINISTRATOR		Kaberaturan Kondenseran Konden	GO SPECS GREY	WILDLAND GEAR BAG FIRST AID KIT	READLAMP	DOLT SOON SOURS	LEATHER WORK GLOVE	LEATHER WORK GLOVE	BULLARD HELMET BLUE SHHIRDR UPINGT WOTTE	BOULAND RELAT WALLE WILDEAND PANT 38-42X33	WILDLAND PANT 30-34X30	WILDLAND PANT 38-42X30	PANT	WILDLAND PANT 34-16X30	WILDLAND PANT 46-50X33	DUAL CERT COAT 40-42	DUAL CERT COAT 52-54	DUAL CERT COAT 3X	INVOICE NO. 85327	INVOICE DATE 04/25/2023 CABALLO FIRE DEPT		nahongganamanamanamanamanamanamanamanamanama	NA GRA	BRIDGE OF GRACE-PROJECT	03/25/2023 TO 04/21/2023 INVOICE NO. 115665	INVOICE DATE 05/03/2023	SIERRA COUNTY ROAD DEFT	PROPESSIONAL SERVICES	SIERRA COUNTY PAIRGROUNDS-PHASEL	INVOICE DATE 05/03/2023
14:34:46 (CHEC60)	Name		1235.11 MONTICELLO FIRE 2840.14 AAREY/DERRY FIRE	WHITEREAD CHEVROLET, LLC	R 77.65	BEREKERBERFERGORKKREABERBERFERERFERKER 03 R128603 WILDLAND WAREHOUSE																			11756.92	你们们就是我们的,我们就是我们的,我们就是我们的,我们们们也不是我们的,我们们们们也不是我们的,我们们们们的,我们们们们的。我们们们们们们,我们们们们们们们们们们们们们	attoon a constant race and							
Date: 6/12/23	2140 4X0		LAS PALOMAS FIRE WINSTON	######################################	FIRE ALMINISTRATOR	03 8128603	11756.92	05/12/2023																	CABALLO FIRE	中央の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の	32135.83	05/12/2023						

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CHECK LISTING RES #110-269	Description	PROJECT ND: 2260015701 SIERRA COUNTY ADMINISTRATION	JECTS 16113.95	SIERRA COUNTY ROAD DEPT ACCOUNT MO. 100290455 575-894-6881	ACCT NO. 109915842 575-744-0043 INVOICE DATE 04/25/2023	SIERRA COUNTY DETENTION ACCT.100287780 575-884-2537 TWY DATE 04/71/2023	SIERRA COUNTY CLERK/ELECTIONS ACCOUNT NO. 100916428 575-895-3136 INVOICE DATE 05/03/2023	OFFICE OF COUNTY CLERK 121.02 DETENTION	DED 04/24/2023 DEPT	\$P\$ 医克里克氏征 医二甲甲基甲甲甲基甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲	POVERTY CREEK FIRE DEPT ACCOUNT NO. 0000015307 575-772-5111 BILL DATE 05/01/2023	SC DETENTION-BOOKING 40 INVOICE NO. 018774428	CUSTOMER NO. 722396967 SIERRA COUNTY DETENTION-OFFICE INVOICE NO. 018774427	CUSTOMER NO. 722396934 SIERRA COUNTY SHERIFF'S DEPT INVOICE NO. 018774430 CUSTOMER NO. 722594926 APRIL 2023 BILLING	INVOICE DATE 05/01/0023 SIERRA COUNTY ROAD DEFT INVOICE NO. 018774411 CUSTOMER NO. 722554934 APRIL, 2023 BILLING	INVOICE DATE 05/01/2023 SIERRA COUNTY TREASURER INVOICE NO. 0. 0.018815725 CUSTOMER NO. 721050037 APRIL 2023 BILLING
6/12/23 14:34:46 (CHEC60)	DATE Name		16021.88 CAPITAL PROJECTS	WINDSTREAM				111.98 OFFICE OF CC ECTIONS 119.98	03 R128606 WINSTON GENERAL STORE DIESEL/UNLEA 398.64 APRIL 2023 05/12/2023 WINSTON FIRE	388. 64 NJW-1972 - 64 NJW-1972	WAM COMMUNICATIONS	FOURTH TEES TIES O) RIZEGOS XEROX CORPORATION 15.66.44				
Date: 6/13	CK# DA		ROAD	03 F328605 984.89				ROAD BUREAU OF ELECTIONS	03 RI286D6 03 RI286D6 05/12/2023	WINSTON	03 P128607 74.32 05/12/2023	03 R200008	05/12/2023			

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Page: 37	involce # DATE	~~~		\$0\$2023 05/05/2023	超异物物基金與表面與四國國國國際語過與影響等等的作用或是超過		5152023 05/15/2023	计分子存储 电电阻电阻电阻电阻电池 经现代证券 化二甲基苯甲甲基苯甲甲基苯甲甲基苯甲甲基苯甲甲基苯甲甲基苯甲甲基苯甲甲基苯甲甲基甲甲基		() () () () () () () () () () () () () (44分词的 经股份证据 医甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基		M		
CHECK LISTING RES #110-169	Description Line Item	INVOICE DATE 05/03/2023 MONTHLY MAINTENANCE BLACK COPIES COLOR COPIES 401-06-2898 401-06-2898 GAT SIERRA COUNTY ASSESSOR INVOICE NO. 018774416 CUSTOMER NO. 726107044 APRIL 2021 BILLING INVOICE DATE 05/01/2023	ROAD	UNIFORM ALLOWANCE 401.08-2116 REIMBURSEMENT SALES DATE 04/28/2023 SIERRA COUNTY SHERIFF'S DEPT		\$12-02-2900 2023 .TIES MGMT	FUEL REIMBURSEMENT -WEX FUEL CARD ISSUES SHERIFF'S DEPARTMENT FAST STOP TRANSHIOLS399	(1)			PYRL FM-05/07/2023 TO-05/20/2023 401-03-2002		PYRL FM-05/07/2023 TO-05/20/2023 401-01-2002		PYRL FM-05/07/2023 70-05/20/2023 461-01-2002 PYRL FM-05/07/2023 70-05/20/2023 401-01-2002	
6/12/23 :4:34:46 (CHEC62)	Nane		469.82 LAW ENFORCEMENT 212.61 PROPERTY ASSESSY	ZAVALA, ZACHARY ALEXANDER UNIFORM ALLOWANCE REIMBURSEMENT SALES DATE 04/28/2 SIERRA COUNTY SHER	496.06	TIP TOP TRAILER SALES, INC	OS OLZBGII ZAVALA. ZACHARY ALEXANDER 55.22 OS/16/2023	- 1	M H	694.24	POLGUIN, UOCELYN		лакату соо в «депеченности проводе и МБИА. ЗВВЕССА L		MIRANDA, DORA	822,56
Date: 6/12/23	CK# DATE		DETENTION TREASURERS	03 R128609 496.06 05/12/2023		03 X128610 TIP TOP TRAIL 12500.00 05/16/2023 FACILITIES MANAGEMENT 12500.00	03 0128611 55.22 05/16/2023	LAW ENFORCEMENT	DECEMBER OF THE THREE LARITA M COSTON CONTRACTOR OF THE COSTON CO		DD R029782 1342.21 05/25/2023	ADMINISTRATION	DD 2019783 1305.17 05/25/2023	ADMINISTRATION	05/25/2023	ADMINISTRATION

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73 PROPERTY ASSESSMENTS 551.66 ASHLEY D PYRL PM-05/07/2023 TO-05/20/2023 401-06-2002 PYRL FM-05/07/2023 TO-05/20/2023 401-06-2002 PYRL PM-05/07/2023 TO-05/20/2023 401-06-2002 PYRL FM-05/07/2023 TO-05/20/2023 401-06-2002	1
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CHECK LISTING RES #110-169 Description S01.45 TREASURER	ABJARAN FOR LEONARDO DS 03/03/2023 PPROVED BY COMMISSION N 05/16/2023	HILLSBORO FIRE EMS 575-895-504 ACCOUNT NO. 050 512-0311 001 BILL DATE 05/01/2023 LAS PALCAMAS FIRE DEPT ACCOUNT NO. 050 543-7831 001 BILL DATE 05/12/2023	LAS PALONAS FIRE WHEN MEXICO AFCO NEWA NHA SERVICES LLC TRAVEL CARD ADMIN 6016 CATLEBARON RUIDOSO MCM ELEGANTE NAMELEM JACKS LLC NWM ELEGANTE MCM AIWELL 4910 FENIEX AM-600 BEACONS RED SHIPPING STROBES N MORE TATWELL 4910 FENIEX AM-600 BEACONS RED SHIPPING STROBES N MORE TATWELL 4910 FENIEX AM-600 BEACONS DEWALT APPELL 1502 DEWALT POLE SANS DEWALT POLE SANS DEWALT POLE SANS DEWALT BATTERIES DEWALT BATTERIES DEWALT BATTERIES DEWALT SO BATTERIES DEWALT STREAMS COFFEE CREAMER 2 PK LVSOL SPRAY SALT WM SUPERCENTER EBAY ROAD DEPARTMENT S934 **EBAY ROAD DEPARTMENT S934 **EBAY REDACTING RECORDS 64/25/2023 REDACTING RECORDS 67/29/2023
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CHECK LISTING RES #110-169 Describtion	Description	*MANAGEMENT GROUP	APRIL COURSE	JULY COURSE	SHERIFF DEPARTMENT 9217	CHIPOTLE	DOUBLETREE BY HILTON	DOUBLETREE BY HILTON	SHERIFF DEPARTMENT 9225	MANUAL KEY BADION		BLUE BOX COVER MODEL 7089	*HANDCUFF/BATON WHSE	HP 67 XL INK TRI-COLOR	HP 67 XL BLACK	TAPL	LCOC ACTION NOTHINGHOUS	DEIENTION CARTES CONT.	EVENT-86TH ANNUAL	T PESTAK 7853	AWARD CRYSTAL	COLOR PRINT	SCRDA LOGO	ENGBAVING		D. Tala I H.S	TAX	*CROWN AWARDS INC	TRAVEL CARD SCRDA 2460	MCK ELEGANTE	THE RANCHERS	LOS AGAVES RESTAURANT	CIS SECUL MILITARY		MALL OF FLAME BURGERS	CKE-CORNERSTONE BAKERY	COUNTY OF SIERRA 1705	EVENT-86TH ANNUAL	34 KTV42 + 24 V	>10 10 10 10 10 10 10 10 10 10 10 10 10 1	THE DISTRICT OF THE PARTY OF TH	LUTING TA RESTANT	HIDDEN MOUNTAIN	ACON DK	LOWES	TRAVEL CARD ADMIN 2378	EVENT*86TH ANNUAL	S TRUJILLO 6985	MRE'S FOR TRUCKS		MOD SECONDOCIONARY	A 30 has sacura unotes occurs			LOO THE LOOP WELL AND	STATION MUGS - KITCHEN SUPPLIES	FIELD MUGS - KITCHEN SUPPLIES	SHIPPING	TAX			VALLEY PIZZA LLC	SI SENDA	DIONS	Cody, Hall	CONTINUE	ANAHEIM JACKS LLC	FSP-HOTEL RUIDOSO
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CHECK DISTING RES #110-169	Description	ON 05/16/2023		03 0128643 CITY OF TRUTH OR CONSEQUENCES SIERRA COUNTY ADVINISTRATION 2923.87 05/26/2023 ACCOUNT NO. 1001-00199-01 SERVICE 03/26/2023 - 05/04/2023	SIERRA COUNTY COURTHOUSE 300 N DATE ST ACCOUNT NO. 2008-09672-00	PUBLIC HEALTH OFFICE 20.1 E FOURTH AVE ACCOUNT NO. 2008-09799-00 SERVICE 03/29/2033 - 04/28/2023	SIERRA COUNTY DETENTION 300 N DATE ST	SERVICE 03/29/2023 - 04/28/2023 SIERRA COUNTY COURTHOUSE 300 N DATE ST ACCOUNT NO. 2008-12848-00 SERVICE 03/29/2023 - 04/28/2023	ANIMAL SHELTER SERVICES APRIL 2023 INVOICE NO. 5092023	INVOICE DATE 05/09/2023 ANIMAL CONTROL CALLS APRIL 2023 INVOICE NO. ACC05092023 INVOICE DATE 05/09/2023	3120.00	SIERRA COUNTY FAIR BLDG 100 HYDE ST ACCOUNT NO. 3013-09675-00 SERVICE 04/15/2023 - 05/15/2023	SIERRA COUNTY FAIR BLDG 100 HYDE ST ACCOUNT NO. 3013-09676-00 SERVICE 04/15/2023 · 05/15/2023	100 HYDE ST ACCOUNT NO. 3013-12860-00 SERVICE 04/15/2023 - 05/15/2023 SIERRA COUNTY FAIR BUDG	100 HYDE ST ACCOUNT NO. 3013-12861-00 SERVICE 04/15/2023 - 05/15/2023 SIERRA COUNTY FAIR YARD 100 HYDE ST	100
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CHECK LISTING RES #110-169	Description	106 HYDE ST ACCOUNT NO. 3013-12863-00 SPRVICE 04/15/2023 - 05/15/2023 SIERRA COUNTY FAIR BLDG 100 HYDE ST ACCOUNT NO. 3013-12880-00	SERVICE 04/15/2023 - 05/15/2023 SIERRA COUNTY COMPLEX 2501 S BROADWAY ST ACCOUNT NO. 3013-25113-00 SPRVICE 04/15/2023			MONTICELLO FIRE DEPT LP4 04/10/2023 POVERTY CREEK FIRE DEPT TANK RENT CREDIT STATEMENT DATE 04/30/2023 ACCOUNT NO. 120103	EEK FIRS 10.85.	03 0128647 COUNTY OF SOCORRO PRESCRIPTIONS FOR INMATES 1333.00 APPROVED BY COMMISSION 05/26/2023 ON 05/16/2023		03 0128648 DEMING EXCAVATING INC. TOTAL WORK COMPLETED 17326.38 APPLICATION NO. 1 05/26/2023 APPLICATION DATE 04/26/2023 04/10/2023 TO 04/28/2023 PROJECT:BRIDGE OF GRACE SIERRA COUNTY ROAD DEPT		REIMBURSEMENT FOR THE LAS. TUSAS FIRE BRUSH 32 05/11/74023	REIMBURSEMENT FOR THE LAS TUSAS FIRE BRUSH 32 05/12/2023		DONA ANA COUNTY FINANCIAL SVS. AFFIL FEES FOR:D. BREEDING SIERA COUNTY DIFFERING APRIL DILLING BILLING DATE 05/11/2023
14:34:46 (CHEC60)	Name				PACTLITIS MANAGEMENT 2806.99	CORTEZ GAS COMPANY, INC.	289,00 POVERTY CREEK FIRE	COUNTY OF SOCORRO	LAIMS 1333.00	DEMING EXCAVATING INC.		DENTON SHETTER		346	DONA ANA COUNTY FINANCIAL SY
Date: 6/12/23	CKE DATE				PACILITIES MANAGEMENT	03 0326646 278.15 05/26/2023	MONTICELLO FIRE	03 0126647 1333.00 05/26/2023	COUNTY INDIGENT CLAIMS 1333.00	0.02/26/40 0.02/26/40 0.05/26/40	ROAD	03 0128649 03 05/26/2023		CABALLO FIRE	3 0128650 3 0128650 360.30 05/26/2023

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03 0128654 HOLLY ASPHALT COMPANY HEE-50 7618.88 INVOICE NO. 203020747 526/2023 CONTRACT NO. 0040010130 STATE SP AGREEMENTS 7618.88	HFE-50 TAX 8.5% INVOICE NO. 203020747 INVOICE DATE 05/16/2023 CONTRACT NO. 0048010130 SIERRA COUNTY ROAD DEPT			9 9 9 9 9 9	7068.67 64.9.31	703.44	10,01
03 O128655 LINDE CAS & EQUIPMENT INC. 121.63	OXYGEN CYLINDER-SIZE M 246CF ENERGY & FUEL CHARGE DELLVERY CHARGE TAX ON LABOR INVOICE NO. 15866787 INVOICE DATE 05/11/2023 CUSTOMER NO. 04947083 HILLSDORO FIRE DEPT	407-75-2330 407-75-2330 407-75-2330 407-75-2330	5262023 05/26/2023	70092 70092 70092 70093	2.6.98 2.6.90 9.53	34.99 34.12 26.00 9.53	1,00

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CHECK LISTING RES #110-169	Description	AZAZY TRANSPER STATION HWY 187 ARREY ACCOUNT NO. 044643001-0481084-0	SIERRA COUNTY COMPLEX Z501 S BROADWAY ST ACCOUNT NO. 04421314-0477240-6	BILL DATE 08/12/2023 SIERRA COUNTY ADMINISTRATION 857 VAN PATTEN AVE ACCOUNT NO. 044213314-1156524-2 BILL DATE 05/16/2023	MANAGEMENT 181,94 LANDFILL	NMC TREASURES AFFLLATE ANDLAL DUGS FOR 2023 CALENDAR YEAR INVOICE DATE 05/18/2023 SIERRA COUNTY TREASURER		O.REILLY AUTOMOTIVE STORES, INCRARTS INVOICE DATE 05/02/2013 CUSTOMER NO. 80397 SIERRA COUNTY ROAD DEPT		ODP BUSINESS SOLUTIONS, LLC LETTER SIZE COPY PAPER	LYSOL WIPES HANGING FOLDER FRAME	IVORY COPY PAPER JH	CANARY YELLOW COPY PAPER JH	HP 85A BLACK INK CARTRIDGE AV	SERTA CHAIR KW ORANGE FILE FOLDERS JR INVOICE NO. 311956316001 TANGATE DATE 06/03/2023	INVOICE NO. 311965918001 INVOICE DATE 05/03/2023 ACCOUNT NO. S9060234	SIERRA COUNTY ADMINISTRATION	PURELL CLEANER POST 115	FILE FOLDERS	PAPER TOWELS	CASM KIRRNEX	PENTEL GEL PENS	MULTI USE COPY PAPER CASE	LEGAL PAPER	HEAVY DUTY 3 RING BINDER	SPONGES	DRY ERASE MARKERS PACK OF SCOTCH TAPE
6/12/23 14:34:46 (CREC60)	DATE Name				FIRE 27.95 FACILITIES MANAGEMENT	03 0128662 NMC TREASURERS AFFILIATE NMC TREASURERS AFFILIATE ANNUAL 25.00 INVOICE NO. 2023-011 INVOICE DATE OFFICE		U U			ed to	9															
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CHECK LISTING RES #110-169	Description	SIERRA COUNTY ROADPOSTAGE SIERRA COUNTY SHERIFFPOSTAGE MARCH & APRIL 2023 ACCOUNT NO. 7900 0440 8084 1541	54	HANNERMILL COPY PAPER PAPER TOWELS PURELL 67.6 02 HAND SANITIZER 1 02 STALL PLASTIC PAPER CLIPS SELF CLOSE ENVELOPES #10 HANKLA PILE POLDERS BLK. ROLLERBALL FINE POINT PENS BLK. ROLLERBALL FINE POINT PENS BLK. ROLLERBALL FINE POINT PENS BLK. PINE POINT PENS BLK. FINE POINT PENS BLK		REIMBURSEMENT FOR THE LAS TUGAS PIRE BRUSH 12 05/11/2023 REIMBURSEMENT FOR THE LAS TUGAS PIRE BRUSH 12 05/12/2023	OIL CHANGE INVOICE NO. 12729 LAS PALOWAS EMS	细胞血 原原 经超过 经分子 计分类 化苯苯基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基	LAS PALOMAS FIRE DEPT	ARREY DERRY FIRE DEFT SUB-	ARREY DÖRKY FIRE DEPT	HILLSBORG FIRE DEPT SUB	HILLSBORO FLRE DEPT	MONITCELLO FIRE DEPT	MINSTON FIRE DEPT	POVERTY CRESK FIRE DEPT	WINSTON FIRE DEFI
Date: 6/12/23 14:34:46 (CHEC60)	CK# DATE Name		TREASURERS 38.40 OFFICE OF COUNT BUREAU OF ELECTIONS 64.26 ADMINISTRATION DISPATCH 9.78 LAW ENFORCEMENT	05/16/2023 HANDERVILL CORPORATION HANDERVILL COPY PAPER 611.72 PARE TOMELE 611.72 PUBLIC CORPORATION 611.72 PURELL 67.6 CZ HAND SANTITZER 1 OZ SYALL PLASTIC PAPER CLIPS SELF CLOSE ENVELOPES #10 HANNILLA FILE FOLDERS BLK. ROLLERBALL FINE POINT PENS BLK. FINE POINT PENS BLK. FINE POINT COPY PAPER S BLK. STALLS SIERRA COLUNTY DETENTION INV #22147955 ACCT #5429308 INV DATE 04/25/2023 ORDER #169554877		03 0128668 RAY WOLLINS 05/26/2023	5 - CGG & CC	LAS PACOMAS EMS 150.00		900.53	コリフィックサンカラ						

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CHECK LISTING RES =110-169 Description	SIERRA COUNTY DETENTION SIERRA COUNTY ADMINISTRATION INVOICE NO. 251931C INVOICE DATE 04/30/2023 HILL NO. 1138066	CABALLO	CLEAN UP FOR RAID GRANT INVOICE NO. 320 INVOICE DATE (95/08/2023 SIERRA COUNTY ROAD DEPT	LALES NATIONALS CLEAN UP FOR RAID GRANT ROAD DEPARTMENT INV #380 INV DATE 05/16/2023	DATES \$/8/21.5/12/23 CLEAN UP FOR RAID GRANT INV #387 INV DATE 05/23/2023 -RAID GRANT- DATES 5/12/23-5/19/23		INV 13602 DATE 03072023 INV 13602 DATE 03162023 ENO 13825 DATE 05162023 EROJECT NO. 210023 INV 2023063 DATE 05/22/2023		63 0128673 SIERRA SOIL 6 WATER ANNUAL LEASE 05/26/2023 SIERRA COUNTY EXTENSION OFFICE BILL DATE 05/18/2013 SIERRA COUNTY ADMINISTRATION		LABESTING FOR LIQUID WASTE GRT REMAINDER OF COUNTY ROAD DEPARTMENT INV #24617 LINY DATE 05/17/2023 LAB #530205		;我们不放弃的现在分词 医多种性神经神经神经神经神经神经神经神经神经神经神经神经神经神经神经神经神经神经神经
14:34:46 (CHEC60)		117.49	RLC SERVICES, LLC			17592.02	03 O128672 SIERRA ELECTRIC CO-OP. INC. 2106.52 05/26/2023	2106.52	THE STATE SOLL STATES	8100.00	03 0128674 SOUTHWEST AMALYTICAL SERVICES-IMESTING FOR LIQUID WASTE 1850.01 ROAD DEPARTMENT INV #24617 INV #24617 INV #24617 LAB #530205	1850.02	10 10 10 10 10 10 10 10 10 10 10 10 10 1
Date: 6/12/23		LAS PALOMAS FIRE HILLSBORO FIRE POVERTY CREEK FIRE	03 0128671 17592.02 05/26/2023			ROAD	03 0128672 2106.52 05/26/2023	COMMISSIONERS	03.0128673 B100.00	COMPUNITY PROJECTS	03 0128674 1850.01 05/26/2023	LANDFILL	

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CHECK LISTING RES #110-169	Describtion	PAUC COUPLING, DAY ADAPTER INVOICE NO. 169662/6 INVOICE DATE 05/21/2023 ADAPTER INVOICE NO. 169674/6	INVOICE DATE 05/21/2023 CUSTOMER NO. 3082 SIERRA COUNTY FACILITIES MGMT NUTS & BOLUS INVOICE NO. 169/15/6 INVOICE DATE 05/25/2023 CUSTOMER NO. 3082 SIERRA COUNTY FACILITIES MGMT	AL DISPATCH	COUNTY ADMINISTRATION			SIERRA COUNTY FIRE AUTHISTRATOR 427 INTERNET SERVICES ACCOUNT NO. 8/24/2023 BILL DATE 04/24/2023	54.51 PROPERTY 54.51 DWI DIST	#H-2809C TRASK CANS 12 GALLON 50 SHIPPING 50 "OUBLITY OF LIFE GRANT CUSTOMER #15992377 INV #163709139 INV DATE 05/16/2023 ARREY BALL PARK		50 -7567, -9265	BILL DATE 04/25/2023 SIERRA COUNTY ADMINISTRATION 40 COUNTY MANAGER & PROCUREMENT INVOICE NO. 9934656298 ACCOUNT NO. 942019852-00003 BILL DATE 05/10/2023	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
Date: 6/22/23 14:34:46 (CHECSO)	CX# DATE Name	WINDERFORMER SUN VALLEY, INCORPORATED 37.10 05/26/2023		MARKANANANANANANANANANANANANANANANANANANA	05/26/2023				249.90 ADM OUNTY CLERK 54.51 TRE STRATOR 54.51	03 0128678 ULINE, INC 3378.27	FACILITIES MANAGEMENT 3378.27	03 0128679 VERIZON WIRELESS SERVICES 05/26/2023		DMI DISTRIBUTION FUND 140.10 ADMINISTRATION

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CRECK LISTING RES =110-169	Description	GLAS-WASTER REPLACE BLADE SHIPPING INV H17495202 INVOICE NO. 17495202 INVOICE DATE 05/08/2023 GUSTOMER NO. 1008495 MONTICELLO FIRE DEPT		. VARIOUS PARTS INVOICE NO. PIDCO864722 INVOICE DATE 05/11/2023 CUSTOMER NO. 79227 SIERRA COUNTY ROAD DEPT		20.623 GALLONS OF UNLEADED	20.876 GALLONS OF UNLEADED	SIERRA COUNTY ASSESSOR 29.882 GALLONS OF UNIEADED	SIERRA COUNTY CLERK 532.168 GALLONS DIESEL/UNLEADED	SIERRA COUNTY DETENTION 76.877 GALLONS DIESEL/UNLEADED	THE OLIVE TREE/RISE GRANT	13,330 GALLONS OF UNLEADED	78,270 GALLONS OF UNLEADED	SIERRA COUNTY FACILITIES MGMT 25.551 GALLONS OF SUPREME	ARREY DERRY FIRE DEPT	75.018 GALLONS OF DIESEL	161.930 GALLONS DIESEL/UNLEADED	CABALLO FIRE DEPT 56.041 GALLONS OF DIRSEL	LAS PALOMAS FIRE DEPT	33.450 GALLONS DIESEL/UNLEADED MINSTON FIRE DEPT	107.588 GALLONS OF UNLEADED	EMERGENCY SERVICES ADMINISTRATOR	EMERGENCY COORDINATOR	1500.488 GALLONS DIESEL/UNLEADED	SIERRA COUNTY ROAD DEPT 286,967 GALLONS DIESEL/UNLEADED	SIERRA COUNTY LANDFILL	14.990 GALLONS OF UNLEADED SIERRA COUNTY REGIONAL DISPATCH	1239.036 GALLONS OF UNLEADED	SIERRA COUNTY SKERIFF'S DEPT	INVOICE DATE 04/30/2023	ACCOUNT NO. 0496-00-332808-5
14:34:46 (CHEC60)	Name		77.818	MAGNER EQUIPMENT COMPANY, INC. VARIOUS PARTS INVOICE NO. PAGG0864722 INVOICE DATE 05/11/2023 CUSTOMER NO. 79227 SIERRA COUNTY ROAD DEPT	742.90	医阿拉萨氏试验检检检检检检检检检检检检检检检检检检检检检检检检检检检检检检检检检检检检																									
Date: 6/12/23	CK# DATE	879.77 05/26/2023	MONTICELLO FIRE	03 0128681 03 0128681 742.90 05/26/2023	ROAD	03 R128682	05/26/2023																								

81.40 OFFICE OF COUNTY CLERK 119.50

78.69 REAPPRAISAL FUND

COMMISSIONERS

		1.00	1.00	1.00	1.00	ОО, Т	1.00	1.00	1.00	1.00	1.00	1.00		1.00
•		96.56	825.35	145.40	165.44	179.23	111.98	151.25	48.15	166.67	260.30	55 + + + + + + + + + + + + + + + + + +		8,76
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Line Item	PROGRAM FEES FUND TON SHOCKCEMENT	401-09-2221	634-32-2221	411.78.2221	414-83-2221	401-08-2221	402-50-2221	407-75-2221	407-75-2221	410-74-2221	411-78-2221	413-80-2221	o fire Ire	**************************************
			DISPATCH	m		S DEPT	en (f		12	5	e .	n n		46 18 10
Description	332,62 114,95 252.23 137,01 55,84	SIERRA COUNTY DETENTION ACCOUNT NO. 100802389 575-894-6224	INVOICE DAIL 05/05/002 SIERRA COUNTY REGIONAL DISPATCH ACCOUNT NO. 100290882 575-894-7111	INVOICE DATE 05/08/2013 CUCHILLO FIRE DEPT ACCOUNT NO. 100847920 575-743-0239	INVOICE DATE 05/10/2023 LAS PALCMAS FIRE DEPT ACCOUNT NO. 100287087 575-894-1553	INVOICE DATE 05/10/2023 SIERRA COUNTY SHERIFF'S DEPT ACCOUNT NO. 100291694 575.804.9150	INVOICE DATE 05/18/2023 SIERRA COUNTY ROAD DEPT ACCOUNT NO. 100290455	SASTONE DONTE OS/18/2023 MILLSBORD FIRE DEPT ACCOUNT NO. 100292179 575-895-5368	INVOICE DATE 05/18/2023 HILLSBORD EMS ACCOUNT NO. 100487373	INVOICE DATE 05/18/2023 WINSTON FIRE DEPT ACCOUNT NO. 100244918 E7C.741.065	INVOICE DATE 05/18/2023 MONTICELLO PIRE DEPT ACCOUNT NO. 100245150 575-743-2146	INVOICE DATE 05/18/2023 CABALLO FIRE DEPT ACCOUNT NO. 100244966 575-743-0105 INVOICE DATE 05/18/2023		035527
Descr	FIRE FIRE T SERVICE	SIERRA COUNT ACCOUNT NO. 575-894-6224	SIERRA COUNT ACCOUNT NO. 575-894-7111	INVOICE DATE 05/08 CUCHILLO FIRE DEPT ACCOUNT NO. 100647 575-743-0239	INVOICE DATE LAS PALOMAS I ACCOUNT NO. 3	INVOICE DATE SIERRA COUNTY ACCOUNT NO. 3	INVOICE DATE SIERRA COUNTY ACCOUNT NO.	S/S-654-8004 INVOICE DATE 05/18/ HILLSBORO FIRE DEPT ACCOUNT NO. 1002921 575-895-5368	INVOICE DATE OF HILLSBORD EMS ACCOUNT NO. 10	INVOICE DATE 05/11 WINSTON FIRE DEPT ACCOUNT NO. 18024	INVOICE DATE MONTICELLO FI ACCOUNT NO 575-743-2146	INVOICE DATE 05/11 CABALLO FIRE DEPT ACCOUNT NO. 10024- 575-743-0105 INVOICE DATE 05/11	L ₃	CONTAINER RENTAL INVOICE NO. SINV INVOICE DATE 05/
	RISE GRANT ARREY/DERRY FIRE 114.95 MONT LAS PALOWAG FIRE 252.13 WINS EMERGENCY MONT SERVICE 137.01 ROAD DISPATCH 55.84 LAN												E iii	
Name	2205.04 SMENT 306.24 684.38 OR 411.22	WINDSTREAM											96.56 165.4¢ 199.40	FIXENCEST
CK= DATE	DETENTION FACILITIES MANAGEMENT CABALLO FIRE FIRE ADMINISTRATOR LANDELL	40											fd n2	03 0228684 WCR 9.76 05/26/2023

Date: 6/12/23	6/12/23 14:34:46 (CHEC60)	CNECK LISTING RES #110-169		Page: 73					
CK# DATE		Description	Line Item	Invoice a DATE	и О	Amount			
		CUSTOMER NO. SOGEB431 SIERRA COUNTY ADMINISTRATION							
ADMINISTRATION	8.76								
03 022665 939,99 05/26/2023	03 0128665 XEROX CORPORATION 939.99 05/26/2023	SIERRA COUNTY ADMINISTRATION INVOICE NO. 018774314 CUSTOMER NO. 726306996 APRIL 2023 BILLING INVOICE DATE 05/01/2023 SIERRA COUNTY CLERK INVOICE NO. 018774137 CUSTOMER NO. 726307051 APRIL 2023 BILLIANG INVOICE DATE 05/01/2023 SIERRA COUNTY REGIONAL DISPATCH INVOICE NO. 018774435 CUSTOMER NO. 726307010	401-01-2898 624-87-2898 634-32-2898	\$172023 05/17/2023 69248 / / 69328 5232023 05/23/2023 69251	692 693 8 692 51	239.47	239.47	1.00	
ADMINISTRATION	424.29 RECORDING	APRIL 2023 BILLING INVOICE DATE 05/01/2023 RECORDING AND FILING 239.47 DISPATCH	276.23						
28686 87400.51 78/2023	A RIVERS EQUIPMENT, LLC	4 RIVERS EQUIPMENT, DLC 2022 BROCE BROOM 4 RIVERS EQUIPMENT, DLC 3022 BROCE BROOM 7 800-80500-20-16816 5 PIN #413337 CRDER DATE 05/22/2023 ACCT #17-7495		5232023 05/23/2023	70151 70151 70151	87460.51	87400,51	1.00	
03 0128687 9218.24 05/26/2023	STATE SQUEMENT	SERVICE AND REPAIR ON BRUSH-1 INVOICE #0002150 INV DATE 05/19/2023	\$ 13-80-2330	69908 9218.24 65908 65908 65908 9218.24 69908	20000000000000000000000000000000000000	# # # # # # # # # # # # # # # # # # #	9218-24	1.00	
CABALLO FIRE ************************************	9218.24 GOODMAN AG SUPPLY INC.	CABALLO FIRE 9218.24 FINANZACOSCOCCATARRELE ENTERNITE E	512-02-2900	8262023 05/26/2023	70154 70154 70154	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	41577.53	7.00	
FACILITIES NANAGEMENT 41577.51		SCION 158.57	· · · · · · · · · · · · · · · · · · ·	医喉球球虫 有性性 医苯甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基	计算计划分别 医肠电阻 医乳色质 医乳色质 化二苯甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基	超越 医电阻 电电阻 化二甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基			

TOTAL WARRANTS PRINTED 334

ENTITED UNDER THE CONSTITUTION OF THE STATUTIES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN 1,298,121.96 ON ACCOUNT OF OBLIGATIONS IN-THE UNDERSIGNED MEMBERS OF THE SIERRA COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENDOERATED ABOVE WERE APPROVED AND CURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 06/20/2023 . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS FOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAMIED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY SIERRA COUNTY. ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE PUNDS OF SIERRA COUNTY FOR THE SUN OF

ATTEST BY SIGNED

SHELLY TRUJILLO, COUNTY CLERK JAMES PAXON, COMMISSIONER HANK HOPKINS, COMMISSIONER TRAVIS DAY, COMMISSIONER

State of New Mexico

Shelly K. Trujillo County Clerk 575-894-2840

Candace Chavez County Treasurer 575-894-3524

Michael Huston County Assessor 575-894-2589

Tom Pestak Probate Judge 575-740-4900



1712 N. Date, Suite D Truth or Consequences, New Mexico 87901

Amber Vaughn, County Manager 575-894-6215 voice 575-894-9548 fax

County of Sierra

James Paxon Commissioner 575-894-6215

Hank Hopkins Commissioner 575-894-6215

Travis Day Commissioner 575-894-6215

Joshua Baker County Sheriff 575-894-9150

Resolution No. 110-170

A Budget/Line Item Adjustment Resolution Increase/Decrease Revenue and Expense in Funds 411, 409, 413, and 500.

Whereas, the Board of Sierra County Commissioners, meeting in regular public session June 20, 2023, deem it necessary to increase and decrease in the said line items in the budget;

Whereas, money received from State of NM Energy, Minerals & Resources for PPE & FFE, money received from State of NM Forestry Division for Mesquite Fire and to correct the line item as it was already budgeted;

Thefore Be It Resolved, that the Sierra County Board of Commissioners hereby move to Implement the line item adjustments in the FY 2022-2023 Operating Budget as described below:

Increase Revenue			
411-0-1610	Monticello Fire Dept-State Forestry Reimb. Equipment	\$	20,000.00
409-0-1610	Arrey Derry Fire Dept-State Forestry Reimb. Equipment	\$	715.00
413-0-1610	Caballo Fire Dept-State Forestry Reimb. Equipment	\$	1,070.00
Increase Expense			
411-78-2251	Monticello Fire Dept-State Forestry Reimb. Equipment	\$	20,000.00
409-77-2251	Arrey Derry Fire Dept-State Forestry Reimb. Equipment	\$	715.00
413-80-2251	Caballo Fire Dept-State Forestry Reimb. Equipment	\$	1,070.00
Decrease Revenue			
500-0-1090	Grant Projects-ARPA Funding	\$	1,048.013.00
Decrease Expense			
500-00-2091	Grant Projects-ARPA Broadband	\$ 1	1,048,013.50

Passed, Approved and Adopted this 20th day of June 2023.

	Board of County Commissioners Sierra County, New Mexico
Attest:	Travis Day, Chairman
	James Paxon, Vice-Chairman
Shelly K. Trujillo, County Clerk	Hank Hopkins, Member

State of New Mexico

Shelly Trujillo County Clerk 575-894-2840

Candace Chavez County Treasurer 575-894-3524

Michael Huston County Assessor 575-894-2589

Tom Pestak Probate Judge 575-894-2840



1712 Date
Truth or Consequences, New Mexico 87901

Amber Vaughn County Manager 575-894-6215 voice 575-894-9548 fax

County of Sierra

Travis Day Chairman 575-894-6215

William Hopkins Commissioner 575-894-6215

James Paxon Vice-Chairman 575-894-6215

Glenn Hamilton County Sheriff 575-894-9150

BOARD OF COUNTY COMMISSIONERS SIERRA COUNTY, NEW NEXICO

Resolution No. 110-171

Indigent Claims

WHEREAS, the Board of Sierra County Commissioners has received Indigent Hospital and Medical Claim request for those persons unable to make proper restitution for Medical Services in the amount of <u>9382.75</u> new claims, and;

WHEREAS, the Sierra County Board of Commissioners desire to provide for the equitable and reasonable payment of claims, and;

THEREFORE BE IT RESOLVED, that the Sierra County Board of Commissioners hereby approve payment to those Indigent Hospital Claims in the amount of:

Sole community Providers in the amount of \$ 9382.75

to be deducted from the proper funds appropriated in the 2022-2023PY Budget. June 20, 2023

	Board of County Commissioners Sierra County, NM
	TRAVIS DAY, CHAIRMAN
	JAMES PAXON, VICE-CHAIRMAN
Attest:	
SHELLY K. TRUJILLO SIERRA COUNTY CLERK	WILLIAM HOPKINS, COMMISSIONER

SIERRA COUNTY INDIGENT HEALTH CARE RESOLUTION NO.__110-171

CLAIMS APPROVED FOR \$ 9382.75

VENDOR# 12775 LUNA COUNTY DETENTION	6 \$ 976.54
VENDOR# 5616 CHETAH SHIVARAM DDS	6 \$ 3351.55
VENDOR# 2853 MIMBRES MEMORIAL HOSPITAL	1 \$ 243.06
VENDOR# 1200 COUNTY OF SOCORRO	1 \$ 788.00
VENDOR# 5404 ELITE TRANSPORTATION	1 \$316.04
VENDOR# 3281 SIERRA VISTA HOSPITAL	1 \$ 929.62
VENDOR#5766 TENET-PROVIDENCE HOSPITAL	1 \$ 2777.94

olHS Issued 06/09/23

Source Totals Report

County Of Sierra
Batch Dates 06/20/2023 through 06/20/2023
For Vendor: All Vendors

Description		Am	ount Billed		Amount Paid
Jail - In House In	mate Service		1,764.54		1,764.54
Jail - Hospital Ou	rt-Patient		2,254.31		1,172.68
Jail - Out Of Stat	e Hospital O		46,299.00		2,777.94
Jail - Dental			3,384.98		3,351.55
Jail - Ems/Trans	port		1,971.78		316.04
	Expenditures Reimb/Adjustments		55,674.61		9,382.75
	Grand Total		55,674.61		9,382.7
tals Report Detail					,
	Source	DOS	Amo	unt Billed	Amount Paid
E*1200*10	02	05/04/2023		788.00	788.00
E*2775*15	02	05/17/2023		155.00	155.00
E*2775*16	02	05/17/2023		101.03	101.03
E*2775*17	02	05/16/2023		360.00	360.00
E*2775*18	02	05/23/2023		135.85	135.85
E*2775*19	02	05/16/2023		80.66	80.66
E*2775*20	02	05/23/2023		144.00	144.00
, 7 line items				1,764.54	1,764.54
2853*1	04	05/09/2023		943.14	243.06
					85.00
					85.00
					452.81
3281*2	04	05/02/2023		483.83	306.81
, 5 line items				2,254.31	1,172.68
5677*1	04-1	01/30/2023	4	6,299.00	2,777.94
, 1 line items				46,299.00	2,777.94
5616*1	07	04/22/2023		28.94	28.94
5616*1					11.14
5616*1					11.14
5616*1					123.62
5616*1					123.62
5616*2					34.25
5616*2					28.94
5616*2		A CONTRACTOR OF THE PARTY OF TH			11.14
5616*2					118.04
5616*2					118.04
5616*2	07	04/22/2023		118.04	118.04
	07	04/22/2023		118.04	118.04
5616*2				110.04	110.04
5616*2 5616*2					
5616*2 5616*2 5616*1	07 07	04/22/2023 04/22/2023		17.08 34.25	17.08 34.25
	Jail - In House In Jail - Hospital Ou Jail - Out Of Stat Jail - Dental Jail - Ems/Trans tals Report Detail **1200*10 **2775*15 **2775*16 **2775*16 **2775*19 **2775*19 **2775*20 , 7 line items 2853*1 3281*2 3281*2 3281*2 35 line items 6677*1 , 1 line items 6616*1 6616*1 6616*1 6616*1 6616*1 6616*1 6616*2 6616*2 6616*2 6616*2	Jail - In House Inmate Service Jail - Hospital Out-Patient Jail - Out Of State Hospital O Jail - Dental Jail - Ems/Transport Expenditures Reimb/Adjustments Grand Total tals Report Detail Source **1200*10	Jail - In House Inmate Service Jail - Hospital Out-Patient Jail - Out Of State Hospital O Jail - Dental Jail - Ems/Transport Expenditures Reimb/Adjustments Grand Total tals Report Detail Source DOS E*1200*10 02 05/04/2023 2*2775*15 02 05/17/2023 2*2775*16 02 05/17/2023 2*2775*17 02 05/16/2023 2*2775*18 02 05/16/2023 2*2775*19 02 05/16/2023 2*2775*20 02 05/16/2023 3*2775*20 04 05/09/2023 4,7 line items 2853*1 04 05/09/2023 4,7 line items 04 05/09/2023 4,7 line items 05/07/2023 5/16/2023 6/16/203 6	Jail - In House Inmate Service 1,764.54 Jail - Hospital Out-Patient 2,254.31 Jail - Out Of State Hospital O 46,299.00 Jail - Dental 3,384.98 Jail - Ems/Transport 1,971.78 Expenditures Reimb/Adjustments Grand Total 55,674.61 Expenditures Reimb/Adjustments Grand Total 55,674.61 Expenditures Reimb/Adjustments Grand Total 55,674.61 Expenditures Reimb/Adjustments DOS Amo E1200*10 02 05/04/2023 E27775*15 02 05/17/2023 E27775*16 02 05/17/2023 E27775*18 02 05/16/2023 E27775*19 02 05/16/2023 E27775*19 02 05/16/2023 E27775*20 02 05/16/2023 E2775*20 02 05/23/2023 F2775*20 04 05/02/2023 F2775*20 05 05 05/02/2023 F2775*20 05 05/02/2023 F2775*3 04 05/02/2023 F2775*4 04 05/02/2023 F2775*4 07 04/22/2023 F2775*4 07 04/22/2023 F2775*4 05/02/2023 F2775*4 05/02/2023 F2775*4 07 04/22/2023 F2775*4 05/02/2023 F2775*4 07 04/22/2023 F2775*4 07 07 04/22/2023 F2775*4 07 07 04/22/2023 F2775*4 07 07 04/22/2023 F2775*4 07 07 07/2022 F2775*	Jail - In House Inmate Service

Grand Totals	-		55,674.61	9,382.75
1 invoices, 2 line items			1,971.78	316.04
14622*5404*1	09	05/13/2023	1,186.06	3.40
14622*5404*1	09	05/13/2023	785.72	312.64
invoices, 47 line items			3,384.98	3,351.55
15891*5616*1	07	04/22/2023	123.62	123.62
15891*5616*1	07 07	04/22/2023	123.62	123.62
15891*5616*1	07	04/22/2023	123.62	123.62
15891*5616*1		04/22/2023	123.62	123.62
15891*5616*1	07 07	04/22/2023	123.62	123.62
15891*5616*1	07	04/22/2023	11.14	11.14
15891*5616*1	07	04/22/2023	11.14	11.14
15891*5616*1	07	04/22/2023	11.14	11.14
15891*5616*1	07	04/22/2023	28.94	28.94
14165*5616*2	07	04/22/2023	123.62	123.62
14165*5616*2	07	04/22/2023	123.62	123.62
14165*5616*2	07	04/22/2023	123.62	123.62
14165*5616*2	07	04/22/2023	123.62	123.62
14165*5616*2	07	04/22/2023	123.62	123.62
14165*5616*2	07	04/22/2023	11.14	11.14
14165*5616*2	07	04/22/2023	11.14	11.14
14165*5616*2	07	04/22/2023	11.14	11.14
14165*5616*2	07	04/22/2023	28.94	28.94
16190*5616*1	07	04/22/2023	17.81	17.81
16190*5616*1	07	04/22/2023	118.04	118.04
16190*5616*1	07	04/22/2023	118.04	118.04
16190*5616*1	07	04/22/2023	118.04	118.04
16190*5616*1	07	04/22/2023	118.04	118.04
16190*5616*1	07	04/22/2023	22.28	11.14
16190*5616*1	07	04/22/2023	28.94	28.94
16190*5616*1	07	04/22/2023	34.25	34.25
13524*5616*1	07	04/22/2023	17.81	17.81
13524*5616*1	07	04/22/2023	118.04	118.04
13524*5616*1	07	04/22/2023	118.04	118.04
13524*5616*1	07	04/22/2023	118.04	118.04
13524*5616*1	07	04/22/2023	118.04	118.04

¹⁹ invoices listed.

⁶² line items listed.

State of New Mexico

Shelly Trujillo County Clerk 575-894-2840

Candace Chavez County Treasurer 575-894-3524

Michael Huston County Assessor 575-894-2589

Tom Pestak Probate Judge 575-894-2840

June 5, 2023



1712 Date St.
Truth or Consequences, New Mexico 87901

Amber Vaughn, County Manager 575-894-6215 voice 575-894-9548 fax

County of Sierra

Travis Day Chairman 575-894-6215

Hank Hopkins Commissioner 575-894-6215

James Paxon Vice-Chairman 575-894-6215

Joah Baker County Sheriff 575-894-9150

Amber Vaughn 1712 Date St. Truth or Consequences, NM 87901

RE: Cremation Approval-Robert LaFountain

Dear Ms. Vaughn:

Mr. LaFountain died 4/1/2023. Mr. LaFountain owed a home in T or C. Dave Pato is issuing a lien on the property to cover the cost of cremation. At this time, I know of no relatives that have come forward to claim Mr. LaFountain. I recommend that the county go ahead and pay for cremation.

Thank you for your attention in this matter, and if you should have any questions or comments, please let me know.

Thank You,

Larita Engle IHC Clerk

County Manager-Amber Vaughn

Approved on 6th day of June year 2023



June 2, 2023

Amber Vaughn, Sierra County Manager County of Sierra 1712 N. Date Street, Suite D Truth or Consequences, NM 87901

RE: Indigent Claim For: Robert LaFountain

Date of Death: April 1, 2023

Dear Ms. Vaughn:

We are requesting your signature on the attached Authorization for Cremation form so we can proceed with obtaining a Cremation Permit from the Office of the Medical Investigator for the cremation of Robert LaFountain. Mr. LaFountain died at his residence at 410 Elm Street Truth or Consequences, NM 87901 on April 1, 2023. The Office of the Medical Investigators have extinguished all avenues trying to locate next of kin, and are therefore sending him back as an unclaimed indigent. We have attached an Application for Indigent Burial for approval. The Office of the Medical Examiner issues the Cremation Permit to us free of charge for Indigent Cases as long as we send them documentation from your office that the case has been approved.

We will appreciate all your efforts and thank you for your consideration and help with regard to the County of Sierra's approval for this Indigent Burial Claim.

Sincerely

Rebecca S/Gentry

KIRIKOS FAMILY FUNERAL HOME, INC.

Enclosure

303 N. Cedar Street
P.O. Box 112
Truth or Consequences, NM 87901
Telephone
(575) 894-2574
Facsimile
(575) 894-6815
Email
kirikos@kirikosffh.com

SIERRA CREMATORY, LLC. P. O. Box 112 - 303 Cedar Street Truth or Consequences, NM 87901 TELEPHONE - 575/894-2574 FAX 575/894-6815

AUTHORIZATION FOR CREMATION

Date of Death: APRIL 1,2023

Crematory ID #

The undersigned hereby authorizes SIERRA CREMATORY, LLC. to cremate the remains of:

ROBERT		LaFOUNTAIN			APRIL	APRIL 1, 2023		
First Name	Middle	Last			Date of D	eath		
That he/she has the legal cremation, interment and/or dito hold the above Crematory Inc., its officers, agents and eloss, costs, or damages it or that acting upon the order and auth. That the remains delivered to	sposition of said remains and Kirikos Family Fun mployees harmless from ney may suffer or incur b orization set forth.	and agrees eral Home, any and all y reason of	when creexercise	of the body and damage emating, the reasonable	CREMATORY, and no warranties s shall be limited to e SIERRA CREM efforts in keepin ecause it is impos	s expressed the fee part MATORY, ag cremate	or implied id. LLC, will de remains	
deceased named herein.	the Gentatory are mose	only of the	warrant t	hat some I	bone particles or	the reside	ue of one	
That the body will be delivered	in a suitable, rigid conta	iner.	cremation	, I specifical	possibly be mixed ly give express per	mission for		
That the Office of the Medi- Permit will accompany the boo	cal Investigator's signed ly.	Cremation	ù	nadvertent co	n to take place inch commingling of the or cremations.			
That the deceased has not had producing implant device or a could be explosive. Or, if su have the Funeral Director or He/she also understands that Funeral Director or others redevice, he/she will be liable finjury to crematory personnel. That ALL non-combustible m NOT be returned with the creproperty of, and be disposed or I understand that if it is the ir responsibility to remove them. The undersigned understand referred to as the cremains) pulverized to permit their plain the event the capacity of the accommodate all of the crauthorized to make dispositic discretion, unless otherwise undersigned.	any other life-sustaining ich a device exists, he/sh others remove it before in the event of failure to exponsible for the remover any damages to the Caterials delivered with the mated remains, but will f by the crematory. Intention to save ANY ite before cremation. In the tremated remains are bone fragments who event in an urn or other event in an urn or other event in the crematory on of the remaining cremains, the Crematory on of the remaining cremains instructed in writing the state of the sum of the remaining cremains in the cremaining cremaining cremains in the cremaining cremains in the cremaining cremai	device that the agrees to cremation. To notify the val of such rematory or e body will become the ms it is my s (hereafter ich will be re container. sufficient to is hereby mains at its ng by the	B) The order of the uncodeliver the hereby agarise from indemnify Funeral I shipment. Mail Expr. Continent arrangement or without identify the identification of the identificat	he processing grinding and emains with dersigned acted cremains and hold Director from A mailing fress Postage al United Signature and hold birector from the cremain dentification are sponsibility. The salso Family Function are sponsibility of the cremain dentification are sponsibility.	g of the cremains in the incidental comminatorized the Mort via Priority Express all liability for the growing out of harmless the Mort many and all clee will be charged, and mailing to an tates. It is further empleted after (1 as will be disposed by Kirikos Family) by of the family, Nake sure all return the responsibility eral Home, Inc., changes prior to design the comminator of the co	ningling of the essing other tuary or Cress Mail, hany damage said delivertuary/Crestaims relatifor packaging location vagreed that year foll of in a law Funeral Holloof the Creative of the family whenever	rematory to me/she does es that may ery and to matory and ing to said ing, Priority within the tif no final dowing the vful manner ome, Inc.	
That all charges are to be	paid before cremation	can occur.						
(W)-	6/5	23 X	County	Manager -	- 1712 N. Date,	T. or C.,	NM 8790	
Signature	D	ate	Relationsh	ip	Address			
Signature	D	ate	Relationsh	ip	Address			
Signature	1	Date	Relationsh	ip	Address			
KIRIKOS FAMILY FUNER		_{FSP} 970	I HEREBY	ACKNOWL	EDGE RECEIPT OF	THE ABOVI	E CREMAIN	

Signature

Date



Heather Jarrell, MD Chief Medical Investigator MSC07 4040 1 University of New Mexico Albuquerque, NM 87131 Telephone: (505) 272-3053 Official website: omi.unm.edu

DATE:		
DAVE E-VITALS ID NO:	-	
OMI CASE NO.:		

OFFICE OF THE MEDICAL INVESTIGATOR REMOVAL AFFIDAVIT

PART A		E (First, Middle, Last, Suffix) ert LaFountain			
DECEDENT	SEX	DATE OF DEATH (Month/Day/Year)	DATE O	F BIRTH (Month/Day/Year)	
DATA	Male	04/01/2023	BA TI A III		
PART B (1)	remains and pers	Name of fu	ed decedent to the f <u>iv Funeral Home, In</u> neral home and/or agent	uneral home and/or a	
FUNERAL HOME		balmed at an Albuquerque funeral	14 14 1 <u>14</u> 1 1 <u>1</u>	Name of funer	al homa
PART B (2)	Cremation Permit R	equest: Yes X No Date	Requested:	Date Sent:	
		Vaughn		County Manage	er
LEGAL	ADDRESS		CITY	STATE	ZIP
NEXT-OF-KIN or County Agent	1712 N. Date TELEPHONE 575/894-62	SIGNATI	T. or C.	NM	8790
	CASE TYPE (CHOOSE ONE) AUTOPSY	JT Physician	Name:		
PART C	EXTERNAL PLACE OF DEATH OCCURREN	Phone No CE – Give Name of Hospital or Other Facility (I	umber:		
OMI	BODY READY FOR RE	LEASE: Yes No	OMI SIGNATURE:		

The State of New Mexico Office of the Medical Investigator Disclaimer

No death certificate and/or body will be released by the Office of the Medical Investigator to a funeral home until a copy of this form, properly executed, is on file. Once on file 24 hours will be allotted to transport, after which a storage fee of \$61.00 a day will be charged to the funeral home.

This form cannot be altered or duplicated.

SIERRA COUNTY INDIGENT BURIAL APPLICATION AND DECLARATION STATEMENT

Check No			Approved Date	
Amount	_		Denied	
Cohort La Facutaia	04/01/2022	Maria - Familia Fa		
Robert LaFountain		Kirikos Family Fu	neral Home, Inc.	
Name of Deceased	Date of Death	Applicant		
Date of Birth 410 Elm Street	Social Security #	Date of Birth	Social Security #	
Address		Previous Residen	ce	
Truth or Consequence	es, NM 87901			
City ***Please Circle***	State			
Sierra County Residen	nt? (YES)/NO			
If YES, how long? Un		DO YOU HAVE IN	ISURANCE? YES/NO	
PRINCIS OF			INSURANCE COMPANY	
Name of Nearest Livir	ng Relative			
No Next of Kin		Have Medicare	or Medicaid?	
Address of Nearest Liv	ving Relative			
	_	INJURY? JE YES, EXPLA	MN	
HOW MUCH CASH DIE	D DECEDENT HAVE? \$	\$\$	\$	
NAME OF DANK OF FI		ON HAND SAVING		
NAME OF BANK OK FI	OF DENT A HOMES MA	l	BAL. OWED \$	
IN DECEDENT WAS KE	NTING, NAME AND AD	DUESS OF LANDLOKU?		
	ANY REAL ESTATE? YE		E REAL ESTATE, VALUE, BALANCE OWED AND	
WHAT IS THE APPROX	IMATE VALUE OF DEC	 EDENT'S HOUSEHOLD	GOODS?	
			BY DECEDENT)	
	FOR	INDIGENT CLAIMS O	FFICE USE ONLY	
VERIFIED BY:				
EMPLOYMENT:		<u> </u>		
RESIDENCY:				
INCOME TAX RETURN	•	· · · · · · · · · · · · · · · · · · ·		

SIERRA COUNTY INDIGENT BURIAL APPLICATION AND DECLARATION STATEMENT

VEHICLE(S) OWNED BY	/ DECEDENT		365			
1			<u> </u>			
MAKE	MODEL		VALUE			BALANCE
2			\$			
MAKE	MODEL		VALUE			BALANCE
NUMBER OF DEPENDA	ANTS?					
MONTHLY INCOME	<u> </u>		\$		\$	
	SOURCE OF DECE	DENT'S	GROSS		NET	
			\$		\$\$	
	SOURCE OF DECE	DENT'S	GROSS		NET	
			\$	<u> </u>	\$	
WAGE	S STILL OWED DEC	EDENT	GROSS		NET	
DEBTS AMD MONTHLY	COMMITMENTS:					
PAYMENTS TO:	BALANCE A	MOUNT	PAYMENTS TO	BALANC	E	AMOUNT
			<u> </u>			
NAME NEXT OF KIN A	ND ADDRESS:					
NEAREST FRIEND AND	ADDRESS:		-11			
ARE ANY OF THE ABOV	/E ABLE TO ASSIST	FINANCIALL	Y?	_		· ,
I HEREBY AUTHORIZE I	DELEASE OF INICODA	MATION CO	NCERNING THE ARC	N/F CTATEMACAIT	TO TU	E COUNTY OF CIERRA
THEREDI AOTHORIZE	NECEASE OF INTOK	VIATION CO	NCERNING THE ADO	OVE STATEMENT	IO IN	E COUNTY OF SIERRA:
I CERTIFY THAT I HAVE	READ THIS APPLIC	ΔΤΙΔΝΙ ΔΝΙΩ	SIMPAR THAT THE I	NEODNAATIONICO	MITAI	NED IN IT IS TRUE TO THE
BEST OF MY KNOWLED		ATION AND	JWCAN INAL INC.	MONWATION CC	MIAII	AED IN IL 12 TYGE TO THE
DEST OF WITH KIND WEEL	, GC.					
I, UNDERSTAND THAT	ALL INFORMATION	ON THIS AR	PRICATION IS SHRU	ECT TO INVESTIG	ATION	
,, 0.102101711011101111111		OIT IIII AI	TEICATION IS SOB,	ECT TO INVESTIG	ATION	•
I HEREBY CERTIFY THA	T LAM UNABLE TO	PAY FOR TH	IE COST OE BURIAL	IN THE AMOUNT	OE \$	AND
QUALIFY UNDER THE F						
KNOWINGLY BY ME CO						·
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		OLD RESOLUTION AT	MISON SENTENCE	AND,	ONTINE.
			DATED THIS	DAY OF		, 20
APPLICANT			OATED 11115			
STATE OF NEW MEXIC	0)					
The state of the s)SS.					
COUNTY OF SIERRA)					
SUBSCRIBED TO AND S	•	ME THIS	DAY OF	.20		
NOTARY PUBLIC (SEAL						

Agreement Number: 23-73-35-2390-RA

WBS: AP.RA.RX35.73.0994

WORK AND FINANCIAL PLAN between SIERRA COUNTY

and

UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE WILDLIFE SERVICES (APHIS-WS)

for

July 1, 2023 through June 30, 2024

Pursuant to Cooperative Service Agreement No. 19-73-35-2390-RA between the county of Sierra and APHIS-WS, this Work Plan defines the objectives, plan of action, resources and budget for the maintenance of an Integrated Wildlife Damage Management (IWDM) program to protect residents, property, livestock, crops, and natural resources from damage caused by predators and other nuisance wildlife to be conducted from July 1, 2023 through June 30, 2024.

USDA-WS is a federal agency with a broad mission that includes carrying out wildlife damage management activities. USDA-WS has continuously maintained an effective IWDM program to resolve conflicts with wildlife throughout New Mexico, including Sierra County. USDA-WS is available and qualified to conduct wildlife damage management services as necessary to accomplish the County's goals.

I. <u>OBJECTIVES/GOALS</u>

Wildlife Services' overall goal is to maintain a biologically-sound IWDM program to assist property owners, businesses, private citizens, and governmental agencies in resolving wildlife damage problems and conduct control activities in accordance with applicable Federal, State and local laws and regulations. Assistance may be in the form of providing technical assistance or direct control activities. Recommendations and control activities will ensure long term solutions and incorporate the Integrated Wildlife Damage Management approach.

The scope of this program is limited only by the financial resources allocated by the cooperator and APHIS-WS. Although successful elimination of any specific threat is not guaranteed, all reasonable efforts will be made to resolve or mitigate human-wildlife conflicts within financial and regulatory constraints.

II. PLAN OF ACTION

To accomplish this goal, the following general field services will be provided:

Non-lethal application – this will be the primary consideration.

Technical Assistance – WS will provide technical support to Sierra County on other issues that

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WBS: AP.RA.RX35.73.0994

may impact predatory and/or nuisance species control including habitat modifications, response design, and recommendations through demonstration and instruction of wildlife damage prevention and/or control techniques

Predator Identification & Removal - when livestock, crop or natural resource damage is verified

Nuisance Wildlife Removal - when property damage is verified

Removal of Wildlife Displaying Aggressive Behavior - causing actual injury to county residents.

Outreach – include meeting with the constituents of the county, school group demonstrations, and predator/damage awareness training.

To provide these basic services, APHIS-WS will:

- 1. Assign one Wildlife Biological Technician per the period of performance for this Work Financial Plan averaging at least 1040 hours per year, distributed among direct control activities, technical assistance, USDA/WS-required administrative tasks, and annual leave.
- 2. Procure and maintain a vehicle, tools, supplies, and other specialized equipment as deemed necessary by the State Director to accomplish the objectives identified in this plan.
- 3. Implement at least two attempts to resolve requests for assistance using non-lethal methods, on site and on separate days, before resorting to lethal methods, unless the animal poses an imminent threat to human health and safety, property, livestock, companion animals or is part of confirmed depredation(s).
- 4. Safely & professionally utilize approved wildlife damage management tools/equipment including firearms (including high-pressure air rifles), advanced optics, assorted snaring devices, trailing hounds, all-terrain vehicles, foot-hold traps for the protection of endangered species and public safety, cage-type & other specialized traps, deterrent methods/devices (including pyrotechnics), Environmental Protection Agency approved toxicants (including euthanasia drugs), night vision equipment and electronic calling devices.
 - a. Field Specialists will ensure that the most effective, efficient, and humane tools will be utilized. All activities will be conducted in a safe manner.
 - b. Equipment will be maintained in good working order to help prevent accidents and/or hazardous situations.
 - c. Foot-hold traps with offset jaws will utilize pan tension devices sufficient to reduce the likelihood of capturing non-target species, be attached to an electronic monitoring device intended to notify Wildlife Services when a foot-hold trap is sprung. If such a device is not attached, Wildlife Services, Volunteers or the Requester will inspect each trap within twenty-four hours or less.
 - d. When M-44 toxicants are used, at least two, three-foot tall warning signs in English

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and in Spanish shall be placed within five feet of the M-44 device to notify the public that poisonous devices are in the area, to alert them of the toxic nature of M-44's, and warn of their danger to pets.

- 5. Conduct all control activities with trained USDA-WS employees and volunteers.
 - a. Technical Assistance may be in the form of recommendations for implementing various non-lethal techniques. Official USDA/WS pamphlets and/or handouts may be used to convey this information to the public.
 - b. Direct Control activities may include, but are not limited to the monitoring, trapping, dispersal, and shooting of known and potential predators or nuisance wildlife.
- 6. Wildlife services shall submit quarterly reports to the county detailing the following:
 - a. The type of land upon which contractual activities were carried on, such as BLM, county, municipal, military, private, or state, and the identity of the requesting entity other than the names of individuals, and the number of person-day visits per entity,
 - b. The number of hours worked per employee,
 - c. The number and types of species captured and by what method, and the number and types of species euthanized and by what method,
 - d. The number and types of non-targeted, unintentional species euthanized, if any,
 - e. The number and types of species re-located, freed or dispersed,
 - f. A damage summary, including reported and verified losses for
 - i. Agriculture,
 - ii. Health and safety.
 - iii. Property, including animals, landscape and structures,
 - g. Number of outreach efforts by species provided or supported for the purpose of educating the public on how to coexist with wildlife and manage property in such a way to avoid wildlife conflicts, and the estimated or actual number of people reached.
 - The number of requests for assistance by species and the reasons therefor, such as livestock protection, health, human safety, nuisance animal, or property protection, and,
 - i. The results of any blood tests taken by species

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USDA-WS will cooperate with the New Mexico Department of Game and Fish, the U.S. Fish and Wildlife Service, County and local city governments, and other entities to ensure compliance with applicable Federal, State, and local laws and regulations.

III. PROCUREMENT

Purchase of supplies, equipment and miscellaneous needs including salaries will be made by APHIS-WS. All expenditures will be processed through APHIS's Financial Management Modernization Initiative (FMMI) system and charged to the Cooperator as described in the Financial Plan.

IV. <u>STIPULATIONS AND RESTRICTIONS</u>

- All operations shall have the joint concurrence of USDA-WS and Sierra County and shall be under the direct supervision of USDA-WS. All operations will adhere to the specific work financial plan requirements required by both USDA-WS and Sierra County. USDA-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and county regulations and requirements.
- Control on Public Lands: An Agreement for Control of Animal Damage on Non-private
 Property (WS Form 12 A) or an appropriate NEPA document will be executed between
 USDA-WS and the public land administrator(s)/manager(s) before any USDA-WS work is
 conducted.
- 3. USDA-WS will use only USDA-WS employees and volunteers. All USDA-WS personnel will follow WS Directive 2.510, which prohibits benefiting personally from any animals(s) whole or in part, taken while conducting official duties.
- The program will be supervised by District Supervisor Rudy Fajardo (575) 527-6980.
 Monitoring and authoritative oversight will be by the WS, New Mexico State Director, Jon Grant (505) 346-2640.
- 5. In the absence of a finalized county budget, a letter of intent must be provided pending final budget approval. The cooperative Wildlife Services Program, due to Congressional Federal appropriations, law cannot continue unless a mutual agreement is negotiated by June 30, 2023.

6. COST ESTIMATE FOR SERVICES

USDA-WS shall submit quarterly bills for actual costs incurred to USDA-WS for performance of work as delineated in the Work/Financial Plan, not to exceed \$43,250.00 annually. Such costs may

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include but are not limited to salaries/benefits/employees' recognition, vehicle use, supplies, equipment and USDA overhead. An estimate itemization of expenses are listed below; however, funds may be distributed between itemized categories as needed.

Cost Element			Cost to	(Cost Share]	Full Cost
		C	ooperator		(Paid by		
					Federal		
				App	propriations)		
Personnel Compensation		\$	34,014.95	\$	27,986.45	\$	62,001.40
Travel		\$	-	\$	1,109.00	\$	1,109.00
Vehicles		\$		\$	13,800.00	\$	13,800.00
Other Services		\$		\$	800.00	\$	800.00
Supplies and Materials		\$	-	\$	2,000.00	\$	2,000.00
Equipment		\$	-	\$	2,730.76	\$	2,730.76
Subtotal (Direct Charges)		\$	34,014.95	\$	48,426.21	\$	82,441.16
Dealed Int. Contra	11.000/	dr.	2.741.64		NA	Φ.	2.741.64
Pooled Job Costs	11.00%	\$	3,741.64	-		\$	3,741.64
Indirect Costs	16.15%	\$	5,493.41		NA	\$	5,493.41
Agreement Total		\$	43,250.00	\$	48,426.21	\$	91,676.21
Percentage Cost Share			47%		53%		100%

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$91,676.21

In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

The financial point of contact for this Work Plan/Financial Plan is Patsy Baca, Budget Analyst (505) 346-2640. This plan has been approved by the USDA APHIS WS Western Regional Office for use in the State of New Mexico for cost-share agreements. Copies of this approval are available upon request.

Sierra County Point of Contact: Amber Vaughn (County Manager) (575) 894-6215

Agreement Number: 23-73-35-2390-RA WBS: AP.RA.RX35.73.0994

Amber Vaughn County Manager	Date
UNITED STATES DEPARTMENT OF AGR	
ANIMAL AND PLANT HEALTH INSPECT WILDLIFE SERVICES	ION SERVICE
111	
Albuquerque, NM Tax Identification Number: 41-0696271	
Albuquerque, NM Tax Identification Number: 41-0696271	
Tax Identification Number: 41-0696271	Date
Tax Identification Number: 41-0696271 Jon Grant	Date
	Date
Tax Identification Number: 41-0696271 Jon Grant	Date
Tax Identification Number: 41-0696271 Jon Grant	Date
Tax Identification Number: 41-0696271 Jon Grant	Date

STATE OF NEW MEXICO COUNTY OF EDDY

RESOLUTION R-23-28 DONATION OF FIRE APPARATUS TO THE COUNTY OF SIERRA

WHEREAS, the Eddy County Fire & Rescue Department has removed from service several fire apparatus;

WHEREAS, requested by the Eddy County Fire & Rescue Department donation of a fire apparatus to the County of Sierra, New Mexico;

NOW THEREFORE, BE IT RESOLVED, by the Eddy County Board of Commissioners that:

The Eddy County Board of Commissioners has granted the donation of the following, who will assume all rights and responsibilities thereof, and as is:

3364- 1995 International 4900 Pumper- 1HTSDADR3VH451351

3424- 1998 Freightliner Pumper Tanker- 1FVXDDYB7WP961702

PASSED AND ADOPTED this 18th day of April, 2023, by the Eddy County Board of Commissioners in an open meeting in Carlsbad, Eddy County, New Mexico.

EDDY COUNTY BOARD OF COMMISSIONERS

EDDY COUNTY, NEW MEXICO

Ernie Carlson, Commission Chairman

ATTEST:

Cara Cooke, County Clerk

Page 1 of 1



Sierra County Office of Emergency Management

Ryan Williams
Emergency Services Administrator
1712 N. Date Street, Suite D
Truth or Consequences, New Mexico 87901

Phone (575) 894-6215 — Cell (575) 740-7213 Fax (575) 894-9548

Email: rwilliams@sierraco.org



May 17, 2023

Eddy County Fire and Rescue 1400 Commerce Dr. Carlsbad, New Mexico 88220

Attn: Chief Joshua Mack

Subject: Donation of Fire Apparatus to the County of Sierra

Dear Chief Mack,

Sierra County would like to thank you for the generous donation of the two (2) fire apparatus, a 1995 International 4900 pumper – Serial# 1HTSDADR3VH451351 and a 1998 Freightliner Pumper Tanker – Serial# 1FVXDDYB7WP961702.

The apparatus will greatly benefit Sierra County Fire departments due to outdated and overworked equipment currently being utilized. The residents of Sierra County will be made aware of this donation during our next scheduled Commission meeting when we submit the packet for approval.

We appreciate your consideration and support.

Sincerely,

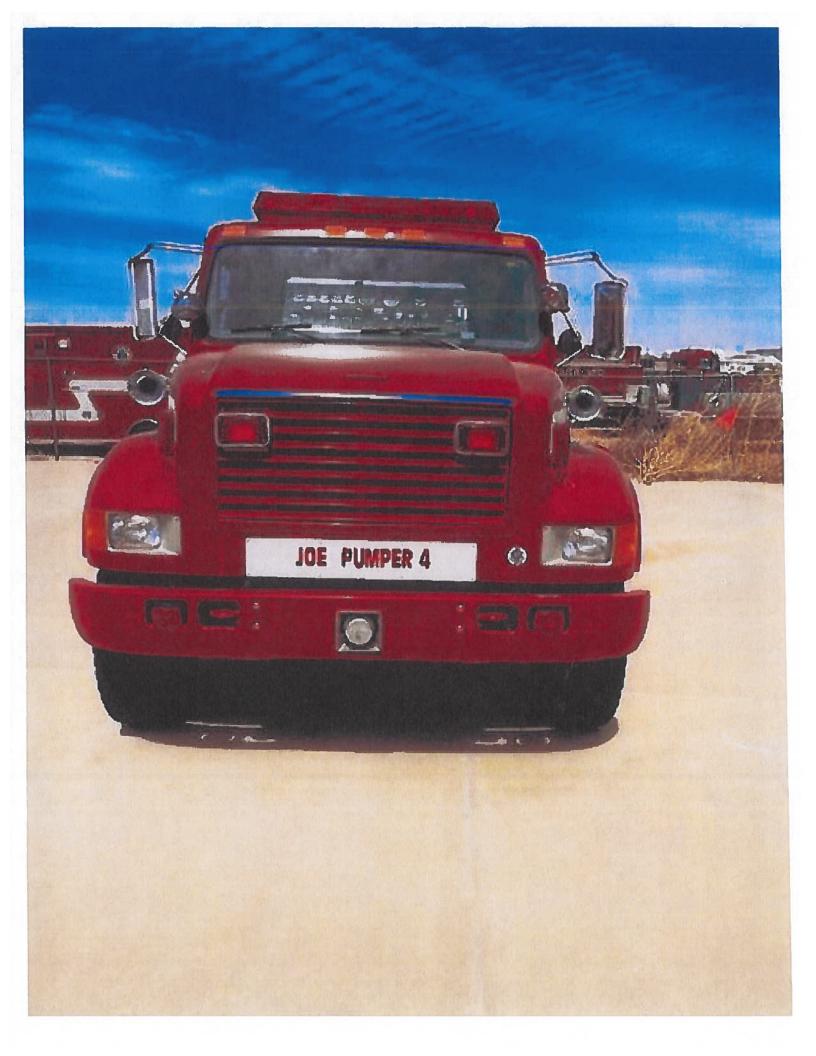
Ryan Williams

Emergency Services Administrator

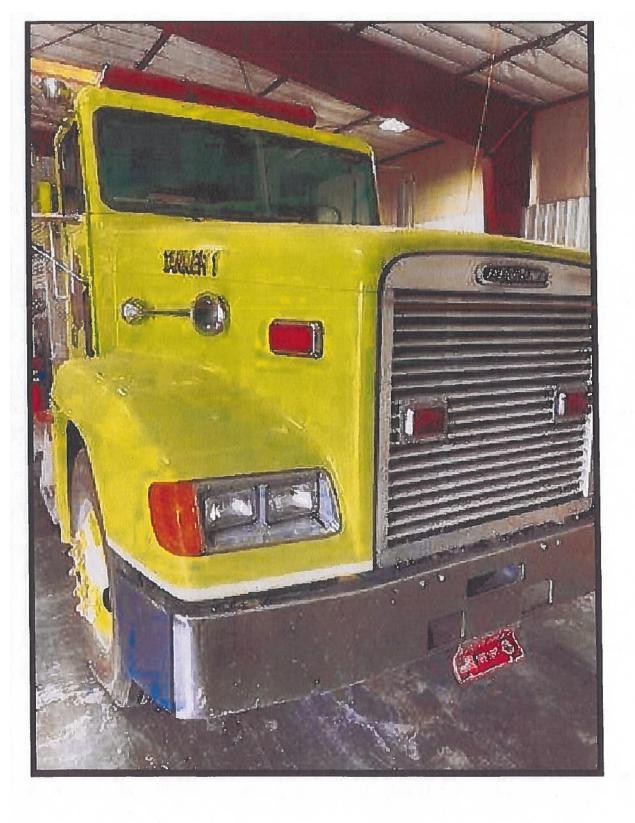
Sierra County, New Mexico

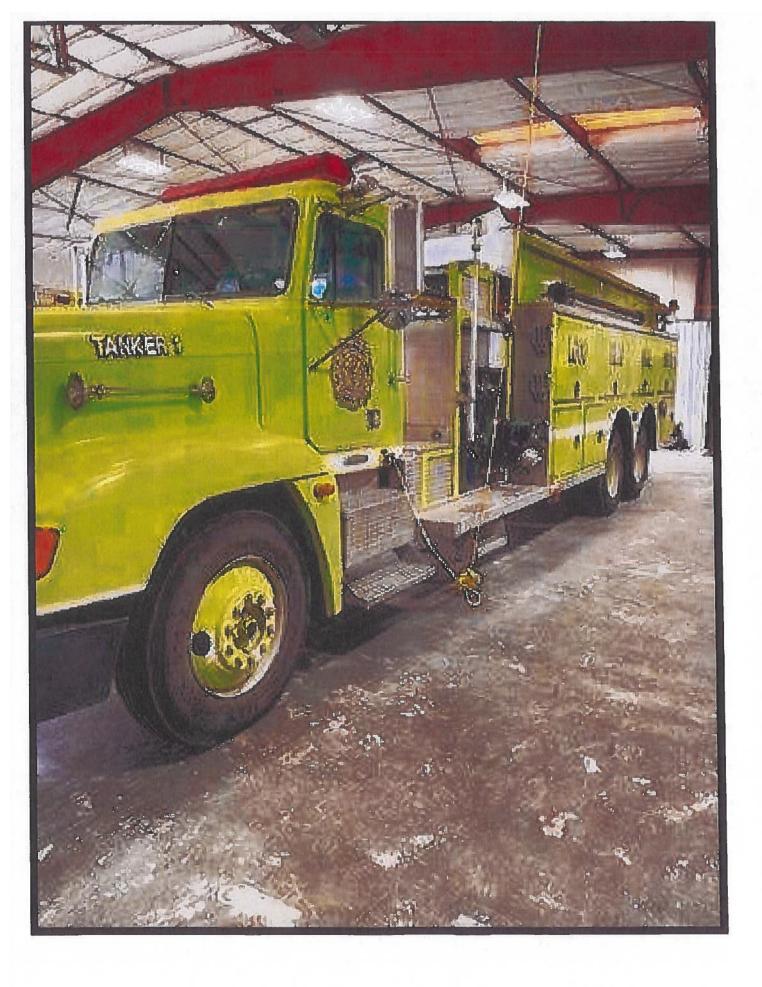


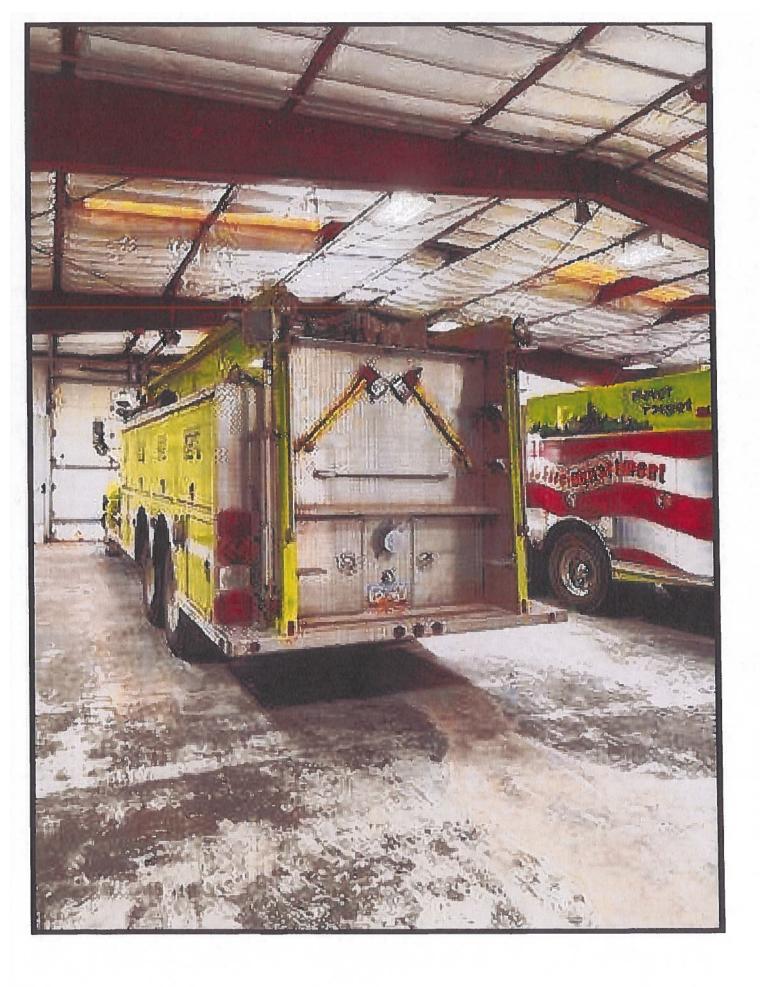


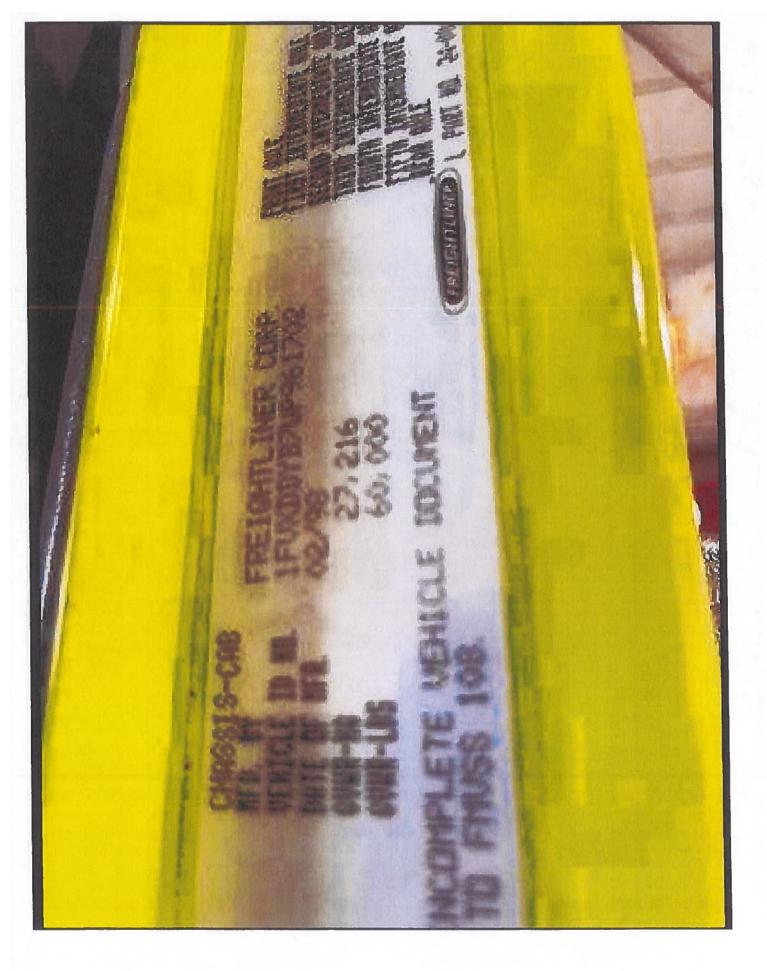












APPROVAL FOR TRANSFER OF A 1995 International pumper & 1998 Freightliner pumper/tender from Eddy County, NM

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED, AND PASSED on this 20th day of June, 202	, ADOPTED, AND PASSED on this 20th day of June, 2023
---	--

Travis Day, Co	mmission Chair	
-17		
James E. Paxo	n, Vice-Commission Chai	r
Hank Hopkins	, Commissioner	
Attest:		

RECEIVED

Kathryn A. Pape FNP-C 409 Trout Rd PO Box 397 Elephant Butte, NM 87935 MAY 2 2 2023

May 19, 2023

COUNTY of SIERRA

County Commissioners Hank Hopkins, Jim Paxon and Travis Day,

I have represented the County serving on the Governing Board of Sierra Vista Hospital for the past 5 ½ years. I have helped navigate the Hospital Board from a time of financial, governing and quality crisis to the current approximate 130 days cash on hand, the strong over site of administration, and ongoing quality healthcare for our community. I would like to continue serving on the Governing Board of Sierra Vista Hospital to help navigate the projected transition from the appointed Board to an elected Hospital District.

I have participated in learning opportunities offered by Ovation, formerly Quorum Health Care, and have served as the Secretary of the Board previously and currently as Vice Chairman.

I believe the continuity on the Board is a strong asset and I'm asking that you consider reappointing me to another term. As a Nurse Practitioner and former business owner with my husband Ted, I would be proud to represent the County once again.

Thank you for the opportunity to serve on the Hospital Board these past 5 ½ years and hoping to continue at your discretion.

Sincerely,

Kathryn (Kathi) Pape FNP-C

Kathi Pape

RECAP AND RECONCILIATION REPORT LOCAL GOVERNMENT DIVISION

> I hereby certify that the contents in this report are true and correct to the best of my knowledge and includes all funds.

Printed 16:24:15 WEDNESDAY JUNE 7, 2023

234871.17 -17203191.76 1501.64 -13018.73 -13018.71 -4172676.01 16583161.78 -16583131.78 -20755808.59 2333639.94 -14421968.65 -55262.16 -18477230.81 -2216.87 -18479447.68 -45.20 -18479492.88 64046.58 -18415446.30 121140.64 -18294305.66 440436.97 -17853868.69 143385.56 -17710483.13 272420.20 -17438062.93 66720.27 -17136471.49 208727.66 -16927743.83 292845.84 -16634897.99 222233.64 -16412664.35 221373.81 -16191290.54 155891.75 -16035398.79 -17618.16 -16083036.95 98655.21 -15954381,74 -15954381.74 122539.85 -15631841.89 128585.65 -15703256.24 6989.50 -15696266,74 19916.51 -15676350.23 17956.61 -15658393.62 -15658393.62 -15658393.62 671695.73 -24986697.89 91735.84 -14894962.05 -14894962.05 5621.42 -14889340.63 92692.91 -14796647.72 24154.52 -14772493.20 7797,48 -10764695.72 4000000.00 -10764695.72 -7326595.72 -7253089.92 -7252998.38 -7202292.35 -7124355.74 -7104026.34 -7099663.28 -7068395.05 -7066453.13 -6948452.19 -6947693.39 DIPPERENCE Period Ending With Stay TR022 3438200.00 -14520.35 4159658.10 -4159656.10 91.33 1501.64 73505.80 91.54 \$0706.03 77936.61 20329.40 4361,06 31270.23 2.42 DIPPERENCE 1941.92 10623.08 27367.86 768.80 5 -1501.64 14520.35 STATEMENT PER BANK BALLANCE CINDY 30.00 2333839.94 -55262.16 -2216.87 -45.20 64046.58 121140.64 143385.56 272420.20 234871.17 66720.27 208727.66 292845.84 222233.64 221373.81 155891.75 17638.16 122539.85 140436.97 98655.21 128585.65 6989.50 19916.51 17956.61 871695.73 91735.84 5621.42 92692.91 24154.52 2797.48 00.000000 3438100.00 73505.80 91.54 50708.03 77936.61 20329.40 4361.06 768.80 31270.23 1541.92 10623.08 17367.66 BALANCE FOR PERIOD ADJUSTED 25.00 LESS ADJUSTMENTS PER PANT (+ / +) MI STISONIO TISMATT 46.32 372.35 69.26 62465.05 20178.30 5356.66 4432.15 634.14 303.18 8798.16 13142.05 11220.00 34.51 OUTSTANDING 259.36 7618.88 1171.53 20085,30 202743.51 2011.94 3230.04 130.53 128978.02 9 CHECKS TRANSFERS EXPENDATURES CASH BALANCE 2271374.49 -75440.46 -2216.87 -91.52 58689.93 116708.49 143013.21 272117.02 195585.61 155891.75 -28858.16 468952.22 91.54 268.80 139602.83 226073.01 66720.27 292586.48 214614.76 222373.01 97483.68 122470.59 6969.50 19916.51 3609.48 73505.40 \$0706.03 20329.40 4361.06 128531.14 17956.61 71650.54 92692.91 20924.48 7066.95 4000000.00 3109121.98 77936.61 31270.23 1961.92 40623.08 77367.06 DNIGHT TO-DATE FOR PERIOD 5316829.73 1025245.51 40175.95 385200.12 34446.11 75872.84 81520.09 190321.93 646215.44 60947.82 88228,24 157070.66 6947.77 122922.22 14511.99 121432.61 55850.81 105281.49 12835.39 1956809.13 24201.00 152139.53 32094.58 44390.29 117521.95 582266.08 22434.27 20065.53 96665.18 60432.69 141478.02 758.25 1707.19 243048.87 456419.50 21129.35 168100.27 3094.95 229061.52 412175.67 21402.73 26.65 1072.47 -1783415.00 041591.00 19410.25 -8500.00 73500.00 128212.50 23566,75 TO-DATE 62,06890189 373947.03 18528,55 123375.00 147727.14 672445,43 100725.02 386854.93 129477.37 123800.07 179737.68 100847.14 213203.00 346697.00 135680.00 89818.15 96103.00 224511.45 2475.00 3450600.00 25274.57 26.63 REVENUES TO-DATE 4667,94 85693,00 -7144.97 10181.26 2024696.50 115845.26 21513.00 78819.00 62499.64 24201.00 1798.73 285829.55 176223.47 158741,17 25172.56 192737.44 10325.49 263321.65 477837.80 22134.02 1121.62 1401064.85 1574728.73 0.28 41553.68 95511.05 41.98 134267,02 2180.31 89387.12 164771.57 239937.04 68667.80 40490.28 176795.75 26251.33 22844.37 22905.05 76092,56 89760.11 142059.08 76818.43 27061.48 20610.74 38770.66 1.44 91245.44 00.0000001 89.69681 7925.35 59131.64 13727.76 317.85 6633.06 511.30 6362.95 1705.93 37.51 BEGINNING CASH BALANCE CURRENT-FIR 424 LG ABATEMBAT FIND 425 POWERLY CREEK FIRE DEPARTMENT 502 LEGISLATIVE APPROPRIATIONS 506 INTERNAL CAPITAL INTROVENENTS 507 ELECTRONIC MONITORING 575 CITY OF TRUTH OR CONSEQUENCES 104 LANDFILL FINNWCIAL ASSURANCE 112 GENERAL FUND 120 GENERAL FUND 481 UNDISTRIBUTED CURRENT TAXES 111 MONTICELLO PIRE DEPARTMENT S11 LOCAL ECONOMIC DEVELOPMENT EQUINES, SMINE AND RATITES 104 WRITE SANDS MISSLE PANCE UNDERTWESTATION DELLO TAXES \$48 MENTAL KRALTH (COMM.GRT) \$50 UNDERWOOD WATER STO WINSTON FIRE DEPARTMENT 113 CABALLO PIRE DEPARTMENT 127 NAT'L OPIDID SETTLEMENT S76 VILLAGE OF WILLTANSBURG 593 SHEEP, GOATS AND ALPACA 177 LODGERS TAX/PROMO PUND SSI SIERRA SOIL WATER DIST 577 CITY OF ELEPHANT BUTTE 109 ARREY/DERRY PIRE DEPT. TAXES PAID IN ADVANCE 414 LAS PALCHAS PIRE DEPT 416 STATE SP PROJECTS 417 STATE CAP PROJECTS 418 STATE SB PROJECTS 107 HILLSBORD PIRE DEPT. 112 RHGRT HOSPITAL FUND 426 SIERRA ADMIN. PIRE 419 COMMUNITY PROJECTS 591 STATE DEBT SERVICE 553 T OR C SCHOOL 254 122 REAPPRAISAL FUND DAT PROGRAM FEES THE DESTRIBUTION 102 ROAD DEPARTMENT 106 COUNTY INDIGENT GRANT PROJECTS 554 CABALLO WATER 512 LATCF-PEDERAL 552 SPACEPORT GRT CASH ON KAND 103 GENERAL FURD 103 FARM & RANGE DWZ CRANT THE PROPERTY 101 GENERAL FUNDS FUND NAME S92 CATTLE 200 \$10 ž 182 508

Page 1

COUNTY OF SIERRA

Entity

Entity
Period Ending WENTSPAX May 31. 703.
Prepared by

216.86 -6947383.78 -6946982.76 -6946862,76 -6945862.75 -6944313.35 -6924706.47 +6905976.58 -6843947.07 -6573962.53 -6560302.05 -6538864.76 -6538864.76 -6533864.76 -6165501.23 -6365501.23 -\$095744.05 -5116847.89 -5111004.05 -4478750.32 -4850777.26 -4850777.26 -4666470.26 -4646470,36 -4646470.26 -4646470.26 -4618026.49 -4296556.14 -4182846.36 -4159658.10 -4159658.10 -1761239.81 -1628354.92

120.00 2549.41

19606.88 18729.89 11949.51 310024.54 13580.48 21517.29

401.02

-6947600.64 DIPFERENCE

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JUNE 7, 2023	I hereby certify that the concents in this	report are true and correct to the best	of my knowledge and includes all funds.
Printed 16:24:15 WEDNESDAY JUNE 7, 2023	I hereby certify	report are true a	of my knowledge &
Printed			

DEPARTMENT OF FINANCE AND ADMINISTRATION RECAP AND RECONCILIATION REPORT LOCAL GOVERNMENT DIVISION

										CINDY B
PUNDS FUND NAME	BECIMMING				SMICKE	ddx	TESS	ADJUSTMENTS	ADJUSTED	BALANCE
	CASH BALANCE	REVENUES	TRANSPERS ED	TRANSPERS EXPENDATURES CASH BALANCE	ASH BALANCE	CUTSTANDING	DEPOSITS IN	PER BANK	BALANCE	PER BLUTK
	CURRENT-FYR	TO-DATE	TO-DATE	TO-DATE	FOR PERIOD	CHECKS	TRANSIT	1 - 1 - 3	FOR PERIOD	STATEMENT
595 DAIRY CATTLE		4646.48		4646.48						
S96 COST TO STATE	1011.86	12055.00		13650.00	216.86				216.86	
597 STATE P 4 I	3140.82	45374.08		48333.88	401.02				401.02	
S98 NM CHILDREN'S TRUST FUND	195.00	960.00		1035.00	120.00				120.00	
599 BISON	1.97	3067.02		3068.99						
ANST TIM S RAS 109	17214.50	45236.88		59901.97	2549.41				2549.41	
603 AMBULANCE SERVICE	21999.37	20000.00		22392.49	19606.88				19606.88	
604 LAW ENFORCEMENT PROTECTION	33039.62	131000.00		145309.78	18729.89				18729.89	
605 CORRECTION FEE FUND		497297.36	983250.00	1459158.08	21369.30	600.21			21969.51	
606 EMERGENCY COMMUNICATIONS (GRT)	165364.10	600271.39	-300750.00	154860.95	310024.54				310024.54	
609 ENS (COMM. GICT)	7452.38	6318.65		189.55	13560.48				13560.48	
611 HILLSBORD DMS	18625.67	6170.00		3278.38	21517.29				21517.29	
621 LAN ENPORC TASK FORCE GRANT										
622 LAW EMPOR CONTROL SUBSTANCE										
624 CLERK EQUIP RECORDING FEE	148903.17	28536.70		4313.61	173124.06	239.47			173363.53	
625 COUNTY COMPUBITY BUILDINGS										
627 SIERRA COUNTY PLOCE COMMISSION	965492.43	496286.48		192123.72	1269755.18				1269755.18	
629 EMERGENCY MANAGEMENT SERVICES		5720.00	113862.50	142912.15	-23329.65	2227.81			-21101.84	
613 THE PATCHES EMS	2974.21	7278.00		4558.37	\$693.84	150.00			5943.84	
634 SIERRA COUNTY REGIONAL DISPATCH	343818.85	393695.77	300750.00	815572.27	222692.35	9561.38			232253.73	
615 TREASURER'S PRES	22557.29	8856.17		3776.39	27637.07	335.99			27973.06	
639 ROAD DEPT PEMA FUNDS										
640 FLOOD COMMISSION PEMA FUNDS	204307.00				204307.00				204307.00	
641 FIRE DEPT PEMA FUNDS										
100 MOLDING LINE ITEMS FOR PYRL CO										
701 BOND										
702 SCHOOL - OPERATIONAL	4303.66	175674.71		151534.60	28443.77				28443.77	
703 SCHOOL - DEST	48636.65	1988453.97		1712620.27	321476.35				321470.35	
704 SCHOOL - CAPITAL IMP (SB9)	17214.50	702565.65		606070.37	113709.78				113709.78	
604 OVERPAYNENT ON TAXES	18719.38	4469.88			23188.26				23188.26	

1269755.18

-21101.84 5843.84 232253.73 27973.06

173363.53

204307.00

28643.77 321470.35 113709.78 23168.26 2398418.29 132884.89

1628354.92

25.00 20755038.59 20755836.59

507021.10

20195339.09 20248792.49 20248792.49

2398418.29 132884.89

1628354.92

8500.00

42043.19 239.54 46532.83

2356375.10 124145.35 1581822.09

905 LANDFILL FINANCIAL ASSURANCE

927 PLOOD COMMISSION BANK & INVESTMENTS PER GL

GRAND TOTALS

SOS PROPERTY TAX SUSPENSE

901 CENTRAL FUND

17253554.43 23190577.15

2398418.29 132684.8\$ 1628154.92

COUNTY OF STREET Printed 16:21:14 WEDNESDAY JUNE 7, 2023 Page 1 1777 Reported as of Williamstay MAY 31, 2023 CTNDY BISIA GLPRIO Yearly Yearly Yearly Yearly Begin-Placal Cash Cash Cash Cash Transfer-in Disbursement Balance Receipts Transfer-out TOTAL. PART I ...BECTTON-A BUDGETED PUNDS LIDETED PRIME GENERAL FUND 401 2,574,728.73 6,796,890.89 1,783,415.00 5.316.029.73 2.271.374.49 ROAD DEPARTMENT 402 134,267.02 373,947.03 441,591.00 1.025.245.51 75.440.46-PARM & RANGE 403 0.26 10.520.55 19,430.25 40, 175.95 2.216.87-WHITE SAMDS MISSLE RANGE 404 2,160.31 4,667.94 6,947.77 91.52-LANDFILL 405 89,387.12 100,725.02 122,922.22 58,689.92 8,500.00 COUNTY INDIGENT CLAIMS 406 41,553.68 386.854.93 73.500.00 385.200.12 116,708.49 SHORT MOSPITAL FIRM 412 40,490.28 672,445.43 646,215.44 66,720.27 STATE COOP PROJECTS 416 122,844.37 213,203.00 121,432.61 214.614.76 STATE CAP PROJECTS 417 122,905.05 186,697.00 88.228.24 221.373.81 STATE SB PROJECTS 418 76,092.56 135,650.00 55.850.81 155,891.75 COMMUNITY PROJECTS 419 126,212.50 157,070.66 28,858.16-14 COUNTY APPRAISAL 422 89.760.11 89,816.15 82.094.58 97.483.68 LG ABATEMENT OPIOD FUND 424 NAT'L OPIGID SETTLEMENT 427 224,511.45 217,521.95 6,989.50 LODGERS'S TAX PRONO FUND 477 20,610.74 10,181.26 12.835.39 17,956.61 GRANT PROJECTS 500 1.401.064.85 2.024.696.50 2,956,809.13 468,952.22 LEGISLATIVE APPROPRIATE 502 538,071.36 115.845.26 582,266.08 71.650.54 INTERNAL CAPITAL IMP. 506 BUBCTRONIC MONITORING 507 2.475.00 23.568.75 22,434,27 3.609.48 DNI PROGRAM PERS 508 91,245.44 21.513.00 20,065.53 92,692.91 DWI DISTRIBUTION 509 38,770.66 70,819.00 96.665.10 20,924.46 DWI GRANT 510 67.499.64 60.412.69 7.066 95 LOCAL ECONOMIC DEV. 511 4,000,000.00 24,201.00 24,201.00 4,000.000.00 US DEPARTMENT TREASURY 512 3,450,600.00 141,478.02 3,309,121.98 548 46,969.46 25, 274.57 758.25 73.505.80 SVH 2 MILL LEVY 601 17,214,50 45.236.88 59,901.97 2,549.41 LAM ENPORCEMENT PROTECT 604 33,039.67 131,000.00 145,309.78 18,729.89 CORRECTION FUND 605 497, 297.38 983,250.00 1,459,158.08 21, 389.30 EMERGENCY COMMUNICATIONS 606 165.364.10 600.271.39 300.750.00 154.860.95 310,024.54 TASK FORCE GRANT 621 LAW/BHP CONTROL SUB. 622 CLERK/EQUIP/RECORD FEE 624 148,903.17 20.534.70 4.313.81 173.124.06 COUNTY CONSUNITY BLOGS 625 SIBRRA COUNTY PLOOD COMM. 627 965,492.42 496,386.40 192,123.72 1,269,755.18 EMBRGENCY MONT SERVICES 629 5,720.00 113,062.50 142,912.15 23, 329.65-SCRDA/B-911 634 343.610.85 393.695.77 300,750.00 815,572.27 222, 692, 35 0.856.17 TRRASURRE FRES 635 22,557.29 3,776.39 27,637.07 ROAD DEPARTMENT PEMA 6)9 PLOOD COMMISSION FEMA 640 204.307.00 204 307 00 PIRE DEPT PRMA 641 PAYROLL BOLDING 300 **SUBTOTAL-A-SUDGETED PINUS 11,333,667.04 17,232,043.39 2,092,665.00 2,084,165.00 15,161,610.25 13,395,600.18

**SECTION-B-INVESTMENTS						
GENERAL FUND 90	2,356,375,10	42,043.19				2,398,418.29
LANDFILL PINANCIAL ASSUR. 90	124,145.35	239,54		8,500.00		112,884.89
PLOOD C00011881000 92	7 1,501,022.09	46,532.03				1,628,354.92
* * EGRICIAT - # - THARLIABLI2	15,196,009.58	17,320,858.95	2,092,665.00	2,092,665.00	15,161,610.25	17,555,250.26

	COUNTY OF SIERRA		
Printed 16:21:14 WEDNESDAY JUNE 7, 2023	TYPS		Page 2
	Reported as of WEINTEEDAY MAY 31, 2023	CINDY BISIA	GLPR10

President To-of-14 Maping	ODEL OF	NIND 1: 0000		171				rode s
			Rep	orted as of WEDR	RESDAY NAY 31,	2023 CINDY	BISIA	GLPR10
			Yearly	Yearly	Yearly	Yearly		
		Begin-Fiscal	Cash	Ceah	Cesh	Cash		
		Balance	Receipts	Transfer-out	Transfer-in	Diebursement	TOTAL	
**SECTION-C-FIRE								
MILLSBORO PIRE	407	364,771.57	129, 477.37			\$4,446.11	439,802.63	
ARREY/DERRY FIRE	409	95,511.05	123,375.00			75,872.84	143,013.21	
WINSTON PIRE	410	229,937.04	123,800.07			81,620.09	272,117.02	
MONTICELLO FIRE	411	268,667.80	147,727.14			190,321.93	226,073.01	
CABALLO PIRE	413	176,795.75	179,737.68			160,947.82	195,505.61	
LAS PALOMAS PIRE	414	226,251,33	100, 847.14			34,511.99	292,586.48	
POVERTY CREEK PIRE	425	142,059.08	85,693.00			105,281.49	122,470.59	
SIBRRA ADMIN. FIRE	426	76,818.43	96, 103.00			44,390.29	128,531.14	
**SUSTOTAL-C-FIRE		1,580,812.05	986,760.40			747,392.56	1,820,179.89	
**SECTION-D-EMS								
SIERRA AMBULANCE PUND	603	21,999.37	20,000.00			22, 392,49	19,606.08	
BM S	609	7,451.38	6,318.65			189.55	13,580.48	
HILLSBORG EMS	611	18,625.67	6,170.00			3,278.38	21,517.29	
LAS PALONAS EMS	633	2,974.21	7,278,00			4,558.37	5,693.04	
**SUBTOTAL-D-2MS		51,050.63	39,766.65			30,418.79	60,398.49	
TOTAL PART 1		1,631,862.68	1,026,527.05			777,011,35	1,680,578.38	

SIERRA SOIL CONS. DIST. S CABALLO MATER 5 SUBTOTAL-B SPECIAL DISTRIC ASSECTION-B DISTRIBUTION TO MUNI'S CITY OF T OR C 5 VILLAGE OF WILLIAMSBURG 5	6008 18T 550 551	Pegin-Fiscal Balance 7,925.35 317.85 8,243.20	Reps Yearly Cash Receipts 1,790.73 285,829.55 25,172.56 312,800.86	TEP Orted as of MEZN Yearly Cash Transfer-out		2023 CINDY Yearly Cash Disbursement 1,707.19 243.048.87 21.129.35 265,885.41	91.54 50,706.03 4,361.06 55,158.63	Page GLPR
**SECTION-A DISTRIBUTION OF SPECIAL DI RADERNOOD WATER CABALLO 5 SIERRA SOIL CONS. DIST. 5 CABALLO WATER 5 SUBTOTAL-B SPECIAL DISTRIC **SECTION-B DISTRIBUTION TO MUNI'S CITY OF T OR C 5 VILLAGE OF WILLIAMSBURG 5 CITY OF SLEPHANT BAFTE 5	18T 550 551 554 CTS	7,925.35 317.85 8,243.20	Yearly Cash Receipts 1,790.73 285,829.55 25,172.56	Yearly Cash	Yearly Cash	Yearly Cash Disbursement 1,707.19 243,048.87 21.129.35	91.54 50,706.02 4,361.06	
**SECTION-A DISTRIBUTION OF SPECIAL DI RADERNOOD WATER CABALLO 5 SIERRA SOIL CONS. DIST. 5 CABALLO WATER 5 SUBTOTAL-B SPECIAL DISTRIC **SECTION-B DISTRIBUTION TO MUNI'S CITY OF T OR C 5 VILLAGE OF WILLIAMSBURG 5 CITY OF SLEPHANT BAFTE 5	18T 550 551 554 CTS	7,925.35 317.85 8,243.20	Cash Receipts 1,790.73 285,829.55 25,172.56	Cash	Cash	Cash Disbursement 1,707.19 243.048.87 21.129.35	91.54 50,706.03 4,361.06	
**SECTION-A DISTRIBUTION OF SPECIAL DI RADERNOOD WATER CABALLO 5 SIERRA SOIL CONS. DIST. 5 CABALLO WATER 5 SUBTOTAL-B SPECIAL DISTRIC **SECTION-B DISTRIBUTION TO MUNI'S CITY OF T OR C 5 VILLAGE OF WILLIAMSBURG 5 CITY OF SLEPHANT BAFTE 5	18T 550 551 554 CTS	7,925.35 317.85 8,243.20	1,790.73 285,829.55 25,172.56	Transfer-out	Transfer-in	1,707,19 243,048.87 21,129.35	91.54 50,706.03 4,361.06	
*SECTION-A DISTRIBUTION DP SPECIAL DI REPERHOOD WATER CABALLO 5 DIERRA SOIL CONS. DIST. 5 ABALLO MATER 5 ABALLO MATER 5 DISTRIBUTION TO MUNI'S DISTRIBUTION TO M	18T 550 551 554 CTS	317.85 8,243.20	285,829.55 25,172.56			243,048.87 21,129.35	\$0,706.03 4,361.06	
ISTRIBUTION OP SPECIAL DI NDERHOOD WATER CABALLO 5 IERRA SOIL CONS. DIST. 5 ABALLO MATER 5 UNITOTAL-B SPECIAL DISTRIC "SECTION-B IETRIBUTION TO MUNI'S ITY OF T OR C 5 ILLAGE OF WILLIAMSBURG 5 ITY OF SLEPNANT BUFTE 5	550 551 554 CTS	317.85 8,243.20	285,829.55 25,172.56			243,048.87 21,129.35	\$0,706.03 4,361.06	
NDERMOOD WATER CABALLO 5 IERRA SOIL CONS. DIST. 5 ABALLO WATER 5 INSTOLAL-B SPECIAL DISTRIC SECTION-B IESTELBUTION TO MUNI'S ITY OF T OR C 5 ILLAOS OF WILLIAMSBURG 5 ITY OF BLEFHANT BAFTS 5	550 551 554 CTS	317.85 8,243.20	285,829.55 25,172.56			243,048.87 21,129.35	\$0,706.03 4,361.06	
ABALLO MATER 5 ABALLO MATER 5 ABALLO MATER 5 ABETORAL-B SPECIAL DISTRIC ASSETTION-B ASSETTION-B ASSETTION-TO MUNITS ATTY OF T OR C 5 ALLAOS OF WILLIAMSBURG 5 ATTY OF SLEPHANT BAFTS 5	iS1 iS4 CTS	317.85 8,243.20	285,829.55 25,172.56			243,048.87 21,129.35	\$0,706.03 4,361.06	
ABALLO MATER 5 ANDITAL-B SPECIAL DISTRICT ASSECTION-B	554 CTS 575 576	317.85 8,243.20	25,172.56			21,129.35	4,361.06	
*SECTION-B *SECTION-B *SECTION-B *SECTION-TO NUMI'S *ITY OF T OR C 5 *ILLAGE OF WILLIANSBURG S *ITY OF SLEPHANT BUTTE 5	75 176	8,243.20						
*SECTION-B DISTRIBUTION TO NUMI'S CITY OF T OR C CITLLAGS OF WILLIAMSBURG SITY OF SLEPHANT BUTTS 5	i75 i76		312,800.84			265, 885.41	55,158.63	
DISTRIBUTION TO MUNITS CITY OF T OR C 5 CITLAGE OF WILLIAMSBURG 5 CITY OF BLEFMANT BAFTE 5	76	6,633.06						
ESTRIBUTION TO MUNIT'S ITY OF T OR C ILLAGS OF WILLIAMSBURG ITY OF SLEPHANT BUTTS 5	76	6,633.06						
ITY OF T OR C 5 ILLAGE OF WILLIAMSBURG S ITY OF BLEPHANT BUTTE 5	76	6,633.06						
ILLAGE OF WILLIAMSBURG S ITY OF BLEPHANT BUTTE S	76	6,633.06						
ITY OF BLEPHANT BUTTE 5			192,737.44			160,100,27	31,270.23	
	577	511.38	10,325.49			6,694.95	1,941.92	
· SUSTOTAL-B-NUNI 'S		6,362.95	263,321.65			229,061:52	40,623.08	
		13,507.39	466,384.58			406,056.74	73,035.23	
*SECTION-C								
TST. TO STATE OF HER HELL	100							
RMT SERVICE 5	91	11,705.93	477,037.80			412,175.07	77,367.86	
ATTLE 5	92	37.51	22, 134.02			21,402.73	768.80	
REBP, GOATS AND ALPACA 5	193	1.44	26.63			26.65	1.42	
QUINRS. SHINE 4 RATITES 5	94	41.98	1,121.82			1.072.47	91.33	
AIRY CATTLE 5	95		4,646.48			4,646.48		
OST TO STATE 5	96	1,011.86	12,055.00			13.650.00	216.86	
TATE PAI FUND 5	97	3,140.82	45,374.08			48,113.88	401.02	
HILD TRUST FUND ACT 5	98	195.00	960.00			1,035.00	120.00	
	99	1.97	3.067.02			3,068.99		
*SUBTOTAL-C-STATE OF 104		16, 136.51	568,022.05			505, 192.07	78,967.29	
*SECTION-D								
LETRIBUTION TO SCHOOLS								
OND SERIES ACCOUNT ?	0.1							
OR C SCHOOLS 762-7	7D4	70,154.81	2,863,694.33			2,470,225.24	463,623.90	
*SUBTUTAL-D-SCHOOLS		70,154.81	2,863,694.33			2,470,225.26	463,623.90	
*SECTION-B								
THE THUST ACCOUNTS								
VERPAYMENT OF TAXES 8	104	18,719.36	4,468.00				23,188.26	
PACEPORT AUTHORITY 5	152	58,131,64	476,223.47			456,418.50	77,936.61	
	53	1),727.76	158,741.17			152,139.53	20,329.40	
SUBTOTAL-E-UTHER TRUST		90,578.78	639,433.52			600,550.03	131,454.27	
-SECTION-F								
MOISTABOURD TAX NEVERTING								
	105							
	74	27,061.48	7,144.97-				19,916.51	
	01							
	02							
•SUBTOTAL-G-UNDIST. TAI K	EV.	27,061.48	7,344.97-				19,916.51	
OTAL PART II			4,843,191.15			4,255,917.49	612,955.83	
OYAL OF PART I & II		17,253,554.43	23,190,577.15	2,092,665.00	2,092,665.00	20, 195, 339.09	20,248,792.49	6
							FEM LESS STATES	

RECONCILIATION May 31, 2023

Maturity

ACCOUNT	XXXXX5953	1 YR	C.D.	CITIZENS BANK	2.29%	8/20/2023	270,814.35	
ACCOUNT	XXXXX5950	2 YR	C.D.	CITIZENS BANK	2.26%	8/20/2024	268,827.90	
ACCOUNT	XXXXXS9SS	2 YR	C.D.	CITIZENS BANK	4.00%	3/10/2025	268,501.72	
ACCOUNT	XXXXX5952	1 YR	C.D.	CITIZENS BANK	0.89%	3/30/2023	141,236.75	
ACCOUNT	XXXXXX0418	2 YR	C.D.	FIRST SAVINGS	4.00%	3/3/2025	74,750.96	
ACCOUNT	XXXX8197		MMA	FIRST SAVINGS	0.47%		100,687.23	
ACCOUNT	STO # 7935		GENERAL	LGIP-NM STATE TREAS	SURER	5.00%	1,273,599.38	
Total 901							2,398,418.29	
ACCOUNT	XXXXX6311		MMA-LANDFI	LL F CITIZENS BANK	0.20%		132,884.89	
ACCOUNT	STO # 7955		LGIP-NM STAT	TE TREASURER (FLOOD)	5.00%		1,628,354.92	
							4,159,658.10	
	CITIZENS BANK-P	UBLIC FU	NDS NOW				16,583,161.78	
	LESS: OUTSTAND	ING CHEC	KS - TREASURER				(5.00)	
	LESS: OUTSTAND	ING CHEC	KS - ACCOUNTS I	PAYABLE/ PAYROLL			(507,016.10)	
							16,076,140.68	
	CASH ON HAND						(1,501.64)	
	CREDIT CARD PA	YMENTS					14,520.35	
	In transit						(25.00)	
							4,159,658.10	
	Total						20,248,792.49	
	TFFS						20,248,792.49	

	ITEM	UNITS
	01. NEW MULTIPURPOSE BUILDING	MANUAL PROPERTY OF THE PARTY OF
	Pre-Engineered Metal Building	22,500 S
	Interior Buildout	22,500 S
	Site & Infrastructure	
	2A. CAMPER/RV HOOKUPS (Phase 1 - APPX, 3 ACRES)	
	Grading & Clearing	9,680 Y
	Base Course Paving	9,680 Y
	Utility Services (Water & Electric) (20 spaces)	
	Pedestrain Corssing at arroyo	
	2B. CAMPER/RV HOOKUPS (Phase 2 - APPX. 4 ACRES)	
	Grading & Clearing	24,200 Y
	Base Course Paving	24,200 Y
	Utility Services (Water & Electric) (10 spaces)	
	Dump Station	
	Future Restrooms & Showers	1,300 9
	New Dedicated Left Turn Lane	_N_
	Asphalt Paving	2,800 \
	Concrete Pads	5,760 9
	Landscaping	
Ì	03. SITE PERIMETER FENCING	
	6' Chainlink Fencing (with two gates)	2494
	Chainlink between RV Park and Fairgrounds	718
	Stone Pilaster	15
	Gates	
	Entry Structure	
	Ornamental Fencing	1560
	A. EVENT BARN UPGRADES	
	Kitchen Renovations & Code Improvements	
_	Restroom Renovations & Code Improvements	
_	Building insulation, doors, & other repairs	
	B. LIVESTOCK BARN UPGRADES	design that the second
-1	New doors	
_	Metal panel roof and wall repairs	
_	Mechanical & Electrical improvements	-
ļ	C. PAVILION UPGRADES	
_	Strucutral Repairs (End Columns)	
	Partial Enclosure & Ventilation	- 57
	D. STORAGE BARN & PEN UPDGRAES	
	Structural Repairs (foundations, framing, gates etc.)	
_	Mechanical, Electrical, & Plumbing upgrades/repairs	
	E. OFFICE BUILDING UPGRADES	
	General Renovations & Repairs	
	F. GENERAL SITE IMPROVEMENTS	
_	Site Lighting & Electrical Upgrades	
_	Site Grading & Drainage Improvements	
	Wash Racks & Watering System Improvements	



MEMORANDUM OF AGREEMENT TO MAKE IMPROVEMENTS TO THE CITY OF TRUTH OR CONSEQUENCES SHOOTING RANGE

THIS AGREEMENT is entered into by and between the County of Sierra ("County") and the City of Truth or Consequences ("City") referred to collectively as the ("parties").

I. RECITALS

WHEREAS, the County of Sierra and the City of Truth or Consequences are a bodies corporate and politic existing by and under the Constitution and Laws of the State of New Mexico; and,

WHEREAS, the City owns and operates a shooting range, which provides a substantial public benefit by providing a range for law enforcement and for citizens alike; and,

WHEREAS, certain improvements are needed to the City of Truth or Consequences shooting range to improve safety and to enhance the user experience; and,

WHEREAS, the City of Truth or Consequences currently does not have the resources to divert to making the improvements to the shooting range; and,

WHEREAS, the County of Sierra has graciously offered to utilize the resources of the County's road department to make the needed improvements to the City of Truth or Consequences' shooting range; and,

WHEREAS, the parties agree that sharing those resources advances the health, safety, and welfare the citizens of Sierra County and the City of Truth or Consequences.

NOW THEREFORE the parties hereby agree as follows:

II. AUTHORITY

Is the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order" and, "provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of ... its inhabitants".

III. SCOPE OF DUTIES

THE COUNTY SHALL

1. Use the County's Road Department to make one-time improvements to the City of Truth or Consequences Shooting Range.

THE CITY SHALL

- 1. Permit the County's Road Department to make one-time improvements to the City of Truth or Consequences Shooting Range.
- 2. Continue to maintain responsibility for the safety and use of the City of Truth or Consequences Shooting Range.

IV. TERM

This Agreement becomes effective upon signature by all parties hereto and shall remain in effect until it is terminated pursuant to the terms of this Agreement.

V. PROPERTY

No property shall be acquired as a result of this Agreement and the disposition of records generated by performance of this agreement shall be decided by the parties upon termination.

VI. STRICT ACCOUNTABILITY OF ALL RECEIPTS AND DISBURSEMENTS

Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

VII. <u>AMENDMENT</u>

This Agreement shall not be altered, modified, or amended except by an instrument in writing executed by both parties hereto.

VIII. ASSIGNMENT

This Agreement may not be assigned by either party hereto without the advance written consent of the other party, which consent may be withheld at the other party's sole and absolute discretion.

IX. GOVERNING LAW

This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the Laws of the State of New Mexico.

X. SEVERABILITY

If any provision of this Agreement, or the application of such provisions to any person or circumstances shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of its provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby and the remainder of this Agreement can be performed in substantial accordance with the original intent of the parties hereto.

XI. <u>INTEGRATION OF AGREEMENT</u>

This Agreement incorporates all of the agreements and understandings between the parties hereto concerning the subject matter hereof, and all such agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless embodied in this Agreement.

XII. <u>NEW MEXICO TORT CLAIMS ACT</u>

By entering into this Agreement, each party agrees that it shall be responsible for liability arising from personal injury or damage to property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitation of the New Mexico Tort Claims Act (NMSA 1978, Section 41-4-1, et seq.) and any amendments thereto. This section is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The parties and their "public employees," as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, and do not waive any defense or limitations of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

VII. PRIVILEGES, EXEMPTIONS, AND IMMUNITIES

All privileges and immunities from liability, exemptions from laws, ordinances, and rules, which apply to the activity of officers, agents, or employees of any signatory public agency when performing their respective functions within the territorial limits of their

respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties under the provisions of the Agreement.

XIII. <u>TERMINATION OF AGREEMENT</u>

This Agreement may be terminated by either party upon ninety (90) days written notice delivered to the other.

XIV. CONTACT AND NOTICES

The parties may, from time to time, change their contact person and shall provide prompt notice of such change to the other party. Any notice required under this Agreement shall be deemed given and delivered to, and received by, the receiving party three (3) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below:

Sierra County contact person name and mailing address:

Amber Vaughn Sierra County Manager 1712 North Date Street Truth or Consequences, NM 87901

Telephone No: (575) 894-6215

City of Truth or Consequences contact person name and mailing address:

Angie Gonzales City of Truth or Consequences Manager 505 Sims St Truth or Consequences, NM 87901 575-894-6681

XV. <u>SURPLUS FUNDS</u>

After completion of the Agreement's purpose, any surplus money on hand shall be returned in proportion to the contributions made.

XVI. <u>APPROPRIATIONS</u>

Performance under this agreement is contingent upon sufficient authority and appropriations.

IN WITNESS WHEREOF, the parties have executed this Agreement which becomes effective as of the date of approval by all parties.

APPROVED, ADOPTED, AND PASSED on this 20th day of June, 2023.

BOARD OF COUNTY COMMISSIONERS OF SIERRA COUNTY

James Paxon, Ch	airman	Travis Day, Vice-Chair
	8	
	Hank Hopkins,	Commissioner
Attest:		
Shelly K. Trujillo		
Sierra County Clerk		

APPROVED, AD	OPTED, AND PASSED on this day of	, 2021.
	CITY OF TRUTH OR CONSEQUENCES	
	, MAYOR	
ATTEST BY:		

AGREEMENT BETWEEN THE COUNTY OF SIERRA AND SIERRA SOIL AND WATER DISTRICT REGARDING FUNDING FOR EMERGENCY WATERSHED PROTECTION

THIS AGREEMENT ("Agreement") is made by and between the Sierra and Soil Water Conservation District ("District") and the County of Sierra ("County"), collectively referred to herein as the "Parties."

RECITALS:

WHEREAS, the Parties are bodies corporate and politic, existing by and under the Constitution and Laws of the State of New Mexico; and,

WHEREAS, the County is statutorily charged with protecting the health, safety and welfare of the citizens of Sierra County, New Mexico; and

WHEREAS, the District is statutorily charged with assisting, contracting with and rendering financial aid to district landowners and state or federal agencies administering land within the district that are engaged in erosion control and prevention projects, flood prevention works or the conservation, development, utilization and disposal of water within the district; and,

WHEREAS, the Emergency Watershed Protection (EWP) Program is a federal recovery program that helps local communities recover after natural disaster strikes; and,

WHEREAS, the County has committed pair with the District to sponsor applications for the EWP to repair damage from last year's floods stemming from the Black Fire, as well as potential for future flooding that is causing imminent threat to life or property.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES:

- 1. PURPOSE: The purpose of this Agreement is to satisfy the County's commitment to sponsor EWP applications stemming from the Black Fire.
- 2. COMMON POWER: The common powers to be exercised is the power pursuant to NMSA 1978, Section 4-37-1 (1995), to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order".

3. OBLIGATIONS

COUNTY'S OBLIGATION:

The County will distribute to the District \$43,750.00 on or before 7/1/2023 to satisfy the County's commitment to sponsor EWP applications stemming from the Black Fire.

DISTRICT'S OBLIGATION:

The District will provide the County quarterly reports on the status of the EWP projects that have been funded, in part, by the County. The District assumes exclusive responsibility for the expenditure of the EWP and County funding, and commits to ensure that both the County and the EWP funding is expended in accordance with applicable State and Federal law.

4. LIABILITY:

- A. No Party shall be responsible for liability, beyond the obligation to provide insurance coverage, incurred as a result of any other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.
- B. All employees or contractors engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the County's supervision and control and said County shall be solely responsible for the conduct and performance of these individuals.
- 5. THIRD PARTY BENEFICIARY: This Agreement shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise, against any party or their officers, directors, officials, employees, agents, representatives, contractors, subcontractors, consultants or advisors.
- 6. PROPERTY: No property shall be acquired as a result of this Agreement, which does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
- 7. SURPLUS FUNDS: After completion of the Agreement's purpose, any surplus money on hand shall be returned in proportion to the contributions made.
- 8. STRICT ACCOUNTABILITY OF ALL RECEIPTS AND DISBURSEMENTS: Each party shall be strictly accountable for all receipts and disbursements under this Agreement.
- 9. AMENDMENT: This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties and approved by the Department of Finance Administration.
- 10. APPROPRIATIONS: Performance under this Agreement is contingent upon sufficient authority and appropriations.
- 11. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New Mexico.

- 12. EFFECTIVE DATE, TERM AND TERMINATION OF AGREEMENT.
 - A. This Agreement shall become effective upon the execution by both parties.
 - B. This Agreement shall terminate on June 30, 2024, unless extended by mutual agreement of both parties hereto.
 - C. This Agreement may terminated by any Party upon not less than (30) days written notice. Upon termination all obligations incurred under this Agreement shall terminate, except for any payment obligations under section 4.
- 13. HEADINGS. The headings of the sections of this Agreement are inserted only for convenience or reference and are not intended or to be construed to modify, define, limit or expand the intent of the Parties.
- 14. SEVERABILITY. If any provision of this Agreement shall be found by a court of competent jurisdiction to be illegal, in conflict with any law of the State of New Mexico or otherwise unenforceable, the validity and enforceability of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision found to be illegal, invalid or otherwise unenforceable.
- 15. FURTHER ASSURANCES. Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.
- 16. NOTICES. Notice required pursuant to this Agreement may be effectuated by submitting a certified letter to the following:

County:

Amber Vaughn Sierra County Manager 1712 N. Date Street Truth or Consequences, NM 87901

OTHER PARTY:

[name/title]
Sierra Soil and Water Conservation District
[address]

IN WITNESS WHEREOF, each Party has executed this Agreement effective upon the approval of both parties.

Approved,	adopted	and	passed this	day of	June 2023
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SIERRA COUNTY BOARD OF COUNTY COMMISSIONERS

BUARD OF CO	DUNIY COMMISSIONERS
Travis Day, Chairman	
James Paxon, Vice-Chair	
Hank Hopkins, Commissioner	
Attest:	
Shelly K. Trujillo	
Sierra County Clerk	
SIERRA SOIL AND W	ATER CONSERVATION DISTRICT
Name, Title	Date

State of New Mexico

Shelly Trujillo County Clerk 575-894-2840

Candace Chavez County Treasurer 575-894-3524

Michael Huston County Assessor 575-894-2589

Tom Pestak Probate Judge 575-740-4900



Amber Vaughn
County Manager
1712 N. Date Street Suite D
Truth or Consequences, New Mexico 87901

County of Sierra

Travis Day Commission Chair 575-894-6215

James E. Paxon Vice- Chair 575-894-6215

Hank Hopkins Commissioner 575-894-6215

Joshua Baker Sheriff 575-894-9150

CONTRACT AGREEMENTS BETWEEN THE SIERRA COUNTY FLOOD COMMISSION & CONTRACTORS

June 13, 2023

Dear Commissioners:

RE: MULTI AWARD-RFP #2023-04-019 FLOOD CONTROL CONSTRUCTION SERVICES

The County Procurement Department, issued an RFP for Flood Control services. Each of the contractors are to provide flood and mitigation services, for the Flood Commission and the County of Sierra. There was a total of (7) submittals for said Request for Proposals. Each submittal was scored accordingly and a lengthy discussion was held between the evaluation committee. Based on each contractor's ability to perform the work required, the committee members unanimously agreed to award to all the contractors.

The Flood Commissioner will be primary oversite for these contract services. They will be responsible for the process of selected services, utilizing EquipmentWatch and providing requisitions for purchase orders. Should the County need to utilize the contractors for other County related construction services, they will be based on the provided pricing list and paid through County funds.

Please, see attached contracts for approved.

Note: There will be (3) original contracts for signatures. (1) Contractor, (1) Flood Commissioner and (1) for County.

AWARDED CONTRACTORS: (7) MULTI AWARDS

RFP #2023-04-019 FLOOD CONTROL CONSTRUCTION SERVICES-

- 1. SMITHCO CONSTRUCTION, INC.
- 2. LANFORD EXCAVATION LLC
- 3. BARTOO SAND & GRAVEL, INC.
- 4. R. MINNIX CONST, INC.
- 5. BLACK RANGE ENTERPRISES, LLC
- 6. GARRETT WESTERN CONSTRUCTION CO., INC.
- 7. SIERRA VALLEY CONSTRUCTION



Respectively,

Jocelyn Holguin
Chief Procurement Officer

State of New Mexico

Shelly Trujillo County Clerk 575-894-2840 Candace Chavez County Treasurer 575-894-3524 Michael Huston County Assessor 575-894-2589 Thomas Pestak Probate Judge 575-740-4900



County of Sierra

Travis Day, Commission Chair 575-894-6215 James E. Paxon, Commission Vica-Cha

Commission Vice-Chair 575-894-6215 Hank Hankins

Hank Hopkins Commissioner 575-894-6215

Joshua Baker Sheriff 575-894-9150

June 6, 2023

To Whom It May Concern:

RE: 2023-04-019 FLOOD CONTROL CONSTRUCTION SERVICES-NOTICE OF AWARD

The evaluating committee along with the approval from, Mr. Jones, Flood Commissioner, a determination has been issued, to award all seven contractors, whom submitted their proposals.

The contracts for awards are being offered on behalf of Sierra County and the Sierra County Flood Commission, based on the capabilities of each contractor to preform any flood control construction projects.

Each contract will be placed on the June agenda, for County Commission, signature approval. Any work solicited for future projects shall require a fully executed agreement and a current purchase order in place, for each project. All insurances and licenses are required to be current prior to beginning work.

Once contracts are in place, the Flood Commission, will do selections and notify the contractor and the Chief Procurement Officer, on which project they will be working on, which contractor (s) have been selected and cost for work to be performed. A purchase order will be submitted. Projects, over \$25,000.00 shall require a bond.

Should the County require any services, one of the contractors, who followed the RFP and provided a price list, will be selected for services and notified of any potential projects under this award. Work shall be primarily done under the oversite of the Flood Commissioner.

We appreciate everyone who took the time to submit their proposals and look forward to working with all of you. Contracts will be updated and submitted for signatures and review at a later date. If there are any questions, or concerns, please, do not hesitate to reach out. Thank you.

Regards,

Jocelyn Holguin, CPO County of Sierra FILE COPY

Agreement Between Owner and Contractor For On-Demand Flood Control Construction Services RFP #2023-04-019

This Agreement ("Agreement") is made effective as of the 20th day of June in t	he year of <u>2023</u> by
and between Sierra County, New Mexico ("Owner") and	_, "Contractor".

The Owner and Contractor agree as set forth below:

<u>AGREEMENT</u>

PART 1: WORK OF THIS CONTRACT

The Owner hereby engages the Contractor under the terms and conditions of this Agreement and the other Contract Documents (defined below) to perform on-demand flood control construction services in accordance with the terms of this Agreement.

The form of agreement shall be:

- This Agreement
- EquipmentWatch Wage Rates
- Appendix C, AIA DOCUMENT A201-2007, General Conditions of the Contract for Construction (As Amended 2-30-15)
- Appendix E FEDERAL FLOW-DOWN CERTIFICATION REQUIREMENTS
- Exhibit C, Request for Quotation Form
- Exhibit D, Proof of Insurance
- As shown in RFP 2023-04-019 Sierra County Flood Control Services
- Current New Mexico License (s)

Term.

This Agreement shall terminate on year from the date of execution, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated as provided by the resultant contract or law. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

The following General Terms and Conditions are an equal and integral part of this Agreement. The terms, conditions and specifications contained in Sierra County RFP#2023-04-019, On-Demand Flood Control Construction Services, along with any attachments and the Contractors' response are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then

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- 2. this contract itself; then
- 3. the Request for Proposals; then
- 4. the Contractors Best and Final Offer(s), in reverse chronological order; then
- 5. the contractor's proposal; then
- 6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal.

Note, the Contractor may market this On-Call, On-Demand Price Agreement to other local public bodies and state agencies under the State of New Mexico Public Purchases and Property Act, NMSA 1978, Article 1, Procurement, Section 13-1-129, "Procurement under existing contracts."

Contractor shall provide licensed construction services, including labor, equipment and materials to perform work as generally described below with the Scope of.

PART 2: SCOPE OF WORK

- 2.1 Sierra County now seeks to hire multiple on-call, on-demand Flood Control Construction Contractors to perform flood control improvement, repair and remediation construction services and other Sierra County Road and grading projects as future needs and situations require. It is anticipated that funding for such improvement, repair and remediation work will be funded by a number or oversight agencies including, but not necessarily limited to, FEMA, the State of New Mexico and Sierra County. Construction Projects awarded as a result of this RFP will primarily include repairs and construction to County roadways and levees that have been identified by FEMA and Sierra County as needing emergency repairs or mitigation projects.
- 2.2 For each individually identified construction project, the Sierra County Procurement Office will contact each of the successful construction contractors to provide a not to exceed fee quote to perform the required services. In soliciting quotes, for each Project, Owner shall submit a Contract Quote in the form attached as Exhibit C, Request for Quotation Form, together with a narrative scope of work (including the location of the work), schedule and completion requirements, drawings, if applicable, specifications (to the extent not included in the RFP) and such other criteria and documents as may be appropriate to define the work for the Project to be performed by the successful contractor (collectively, "Contract Quote"). The Contractor shall submit the completed and signed Contract Quote to the Owner within the time period indicated by Owner in the Contract Quote or the transmittal therefor. Each signed Contract Quote submitted to the Owner by the Contractor shall be deemed a firm offer for a period of sixty (60) days after receipt by the Owner.
- 2.3 Submission of a signed Contract Quote by Contractor constitutes a representation and warranty to Owner that Contractor has closely examined this Agreement (and General Conditions and exhibits thereto), the RFP, the Project requirements as set forth in the Contract Quote, and the other Contract Documents and that they are suitable and sufficient to enable the Contractor to complete the Work (as defined below) for the subject Project within the Contract Time for the Contract Sum stated in the Contract Quote and, that together, these documents include all necessary information to perform all Work for the Project reasonably inferable therefrom as required to achieve the indicated results, whether or not shown or described with particularity, in full compliance therewith and with all applicable laws. Execution and submission by the Contractor of a Contract Quote for a Project is also a representation that the Contractor has visited the Project site and the existing building in which the Work will be performed, if applicable, and become

familiar with the conditions under which the Work is to be performed, and considered site conditions when agreeing to the Contract Sum for the Project.

- 2.4 Owner will issue a Purchase Order to the Contractor who submits the most favorable quote for each individual Project. Each assignment will include a written or oral scope of work and anticipated timeframe for completion. The work may or may not have engineered drawings. All work will be paid based on the Contractor's fixed price quote. Contractor shall not proceed with any work that is the subject of a Purchase Order until Contractor receives from the Owner a written Notice to Proceed or other written authorization to commence the work.
- 2.5 The work consists of on-call construction services, on an emergency and planned basis for the Sierra County Flood Commission or at the direction of Sierra County. *No work is guaranteed under this agreement.* The contractor must be licensed by the New Mexico Construction Industries Division as a: GF-4. Drainage or flood control systems or GF-98. Construct, alter or repair fixed works facilities.
- 2.6 The duties and responsibilities of the successful contractors include, but may not be limited to performing the following services. Generally, the work is earthwork in hazardous flood prone areas of flowing or dry streambeds and arroyos and may include the construction/reconstruction of banks, levies, stream channels, placement of rip-rap, opening/reconstruction of driveways and roads, and other work under the guidance and direction of the Sierra County Flood Commission or Sierra County. The work may be anywhere in Sierra County. Response time will vary depending if the work is emergency or routine.

Environmental

- 2.7 Work in streambeds or arroyos are generally accomplished under the Corps of Engineers permits and NPDES Storm Water Pollution Prevention Plans. The Sierra County Flood Commission will obtain any permits required for the flood projects and Sierra County will obtain any permits required for county related projects.
- 2.8 The Sierra County Flood Commission and Sierra County will call for utility locates required for the projects proposed.
- 2.9 Work performed may also require the installation of wattles and/or hydro-seeding at designated locations. When applicable, the Contractor's bid shall include the cost for providing the delivery and installation or application of such environmental requirements. Specific requirements shall be provided during the project site visit conference.

Transportation

2.10 The Contractor's quote shall include any and all delivery costs for equipment delivered to the awarded project.

Wage Rates

2.11 Labor Rates to be paid to all laborers shall include the wage and fringe benefits of the applicable wage rate decisions. Through Equipment Watch, Construction Wage Rate Requirements, or New Mexico Wage Decisions, pending projects assigned.

Federally Funded Projects:

Davis Bacon/ Construction Wage Rates (Projects equal to or greater than \$2,000) NM20200012 02/14/2020

New Mexico Local Public Works (Projects equal to or greater than \$60,000) are subject to the requirements of 13-4-13.1. Note, a separate wage rate determination will be provided for each project in excess of \$60,000.

Equipment

2.12 All equipment shall be in good operating condition, with all safety devises intact and fully functional. Note, the Flood Commissioner or Sierra County reserves the right to suspend or terminate any work being performed by any machine that in his/her opinion is not adequately maintained or operated. Cost of removal and replacement of such equipment shall be at the sole expense of the contractor.

Personnel

2.13 Contractor shall employ only competent, trained professional heavy equipment operators capable of working in a safe manner. Contractor shall be responsible for adequate supervision and communicate the work directly to his respective employees. The Flood Commissioner will not directly supervise the contractor's employees. The Flood Commissioner at his sole discretion may order the contractor to remove any employee, that the Flood Commissioner deems un-safe or generally unable to complete the desired work at a reasonable time frame.

Work Areas

2.14 Much of the work performed by the Sierra County Flood Commissioner is performed on private lands. All available efforts will be made to protect damage to private property during ingress and egress of equipment to work areas. The contractor shall not do any work outside the authorized limits of construction ordered by the Flood Commissioner. Any trespass or damage to property done by the contractor outside the limits of construction shall be immediately addressed and or repaired by the contractor at the contractor's expense.

Funding and Invoicing

2.15 Funding may be from Federal, State or Sierra County, or other funding sources. Contractor shall keep accurate records of all work performed and hours worked for each individual machine and location. All statements shall reflect the work order number for tracking.

Contractor records shall be available for review by the Flood Commissioner daily.

PART 3: PERFORMANCE OF THE WORK

- 3.1 The Contractor shall execute the work awarded to Contractor in accordance with and as described in, or reasonably inferable from, the Contract Documents, including the Exhibit C, Request For Quotation Form and the exhibits and attachments thereto and the Purchase Order for each Project (the "Work").
- 3.2 If the Contract Documents require that the Contractor provide design services for any portion of the Work for a given project that is described as being provided on a design and construct basis (the "Design and Construct Work"). The Contractor, directly or through its qualified Subcontractor, shall provide the design services necessary to prepare the drawings, specifications and other design submittals required to obtain permits for, and construct the Design and Construct Work. Contractor shall submit the drawings and specifications for the Design and Construct Work to the Owner for approval prior to constructing the Design and Construct Work. The Design and Construct Work shall be designed and constructed in compliance with applicable codes, laws and regulations. To the extent required by the law of the state of New Mexico, the design services for the Design and Construct Work shall be provided by duly licensed design professionals. The Contractor assumes responsibility to the Owner for the performance of the Design and Construct Work, including any negligent errors and omissions in the design of the Design and Construct Work. Further, the liability insurance required of the Contractor and any Subcontractor performing Design and Construct Work pursuant to the Agreement shall specifically delete any design or design-build exclusions that could limit, compromise or exclude coverage in connection with the Design-Build Work.
- 3.3 If any Work is to be performed in an occupied building, the Contractor shall perform the Work in a manner that will not, to the greatest extent possible, interfere with the Owner's on-going operations at the Project site or disturb the occupants. Contractor shall use its best efforts to limit the impacts of noise and dust generated from the performance of the Work on the occupants, and shall comply with specific work rules provided by Owner. Contractor's use of a Project site for access, storage, staging and parking shall be limited to those areas designated by the Owner. The Contract Sum approved for each Project as stated in the Purchase Order issued to Contractor for that Project, includes all amounts required to comply with this Section.

PART 4: RELATIONSHIP OF THE PARTIES

4.1 The Contractor accepts a relationship of trust and confidence between itself and Sierra County. The Contractor agrees to furnish his/her/its' best skill and best judgment and to cooperate with County, FEMA, any and all regulatory agencies, and any design professionals associated with the oversight and funding of each project to be awarded in accordance with the scope, terms and conditions of this Agreement. The Contractor shall furnish efficient Contractor reviews, business administration, field supervision and shall use his/her/its' best efforts to perform the work in the best and most expeditious, economical manner consistent with the interests of the County, and in strict conformity with FEMA funding requirements, State, Federal and local rules, laws and regulations.

4.2 Photographs

The contractor will take before, daily progress, and after digital photographs of the work assigned. The photographs will be identified by date, location, and a description of the work. Photographs will be provided to the contract administrator on a weekly basis.

PART 5: EQUAL OPPORTUNITY

- 5.1 The Contractor, all Subcontractors, and all Sub-subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, recruitment or recruitment advertising, upgrading, layoff or termination, demotion, rates of pay or other forms of compensation, transfer, selection for training (including apprenticeship)
- 5.2 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.
- 5.3 The Contractor, all Subcontractors, and all Sub-subcontractors shall, in all solicitation or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

PART 6: MINIMUM WAGE RATES

6.1 The Contractor warrants and agrees that he will comply and will require all Subcontractors and Sub-subcontractors to comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act as outlined in the Contract Documents. Wage rates are not applicable to projects costing less than \$60,000. The Contractor and his Subcontractors shall deliver by mail copies of certified weekly payroll in accordance with the regulations under "Minimum Wage Rates" to the office of the State Labor Commission, Santa Fe, New Mexico 87505, address as stated in the Determination and to the Owner.

PART 7: CONTRACT AUDIT

77.1 The Owner shall be entitled to audit the books and records of a Contractor or any Subcontractor under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Contractor for a period of three years from the date of final payment under the prime Contract and by the Subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing (§13-1-16 NMSA 1978).

PART 8: DEBARRED OR SUSPENDED CONTRACTORS

8.1 A business (Contractor, Subcontractor, or Supplier) that has either been debarred or suspended pursuant to the requirements of Sections 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978, shall not be permitted to do business with the State and shall not be considered for award of contract during the period for which it is debarred or suspended.

PART 9: BRIBES, GRATUITIES, AND KICKBACKS

- 9.1 It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of contract for this Bid and for any person to offer or pay anything of value to any such public employee (§ 30-24-1 and 30-24-2 NMSA 1978).
- 9.2 Pursuant to Section 13-1-191 NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including §§ 30-24-1, 30-24-2, and 30-41-1 through 30-41-3 NMSA 1978), which prohibit bribes, kickbacks, and gratuities, and violation of which constitutes a felony. Further, the Procurement Code (§§ 13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

PART 10: NONRESIDENT CONTRACTOR'S REQUIREMENTS: GROSS RECEIPTS TAX SURETY BOND

- 10.1 Section 7-1-55A NMSA 1978 provides that any person (as defined in § 7-1-3 NMSA 1978) engaged in the construction business who does not have his principal place of business in this state and enters into a prime construction contract to be performed in this State shall, at the time such contract is entered into, furnish the Director of the Revenue Division, Taxation and Revenue Department, or his delegate with a surety bond or other acceptable security in a sum equivalent to the gross receipts tax to be paid under the contract multiplied by the applicable rate of the gross receipts tax imposed by Section 7-9-4 NMSA 1978 to secure payment of the tax imposed on the gross receipts from the Contract. The person shall obtain a certificate from the Director of the Revenue Division, Taxation and Revenue Department, or his delegate that the requirements of this paragraph have been met.
- 10.2 If the total sum to be paid under the Contract is changed by ten percent (10%) or more after the date the surety bond or other acceptable security is furnished to the Director or his delegate, such person shall increase or decrease, as the case may be, the amount of the bond or security within 14 days after the change (§ 7-1-55B NMSA 1978).
- 10.3 In addition to the above requirements, the Contractor will be subject to all the requirements of Section 7-1-55 NMSA 1978.

PART 11: CONTRACTOR'S GROSS RECEIPTS TAX REGISTRATION

11.1 Section 7-10-4 NMSA 1978 provides that any person (as defined in § 7-10-3 NMSA 1978) performing services for the State, as those terms are used in the Gross Receipts and Compensating Tax Act (§§ 7-10-1 through 7-10-5 NMSA 1978), must be registered and be issued an identification number with the Revenue Division of the Taxation and Revenue

Department to pay the gross receipts tax.

- 11.2 The identification number is needed to properly complete the approval process of the Contract; therefore, so as to cause no delay in the processing, the Contractor must register with the Division. For information, contact: Revenue Division, Taxation and Revenue Department, Manuel Lujan Sr., Building, 1200 St. Francis Drive, Santa Fe, New Mexico 87503, Telephone: (505) 988-2290.
- 11.3 If any person who performs services for the State is not registered to pay the gross receipt tax, the State shall withhold payment of the amount due until the person has presented evidence of registration with the Revenue Division to pay the gross receipts tax.

PART12: ASSIGNMENT OF ANTITRUST CLAIMS

- 12.1 The Contractor agrees that any and all claims that the Contractor may have or that may inure to the Contractor for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with this Bid are hereby assigned to the State of New Mexico, but only to the extent that such overcharges are passed on to the State. The Contractor further agrees to require each of its Suppliers, Subcontractors, and Sub-subcontractors to assign any and all such claims for overcharges to the State by executing an assignment on the form provided by the Owner for such purpose. The executed form (see Section 00600) shall be submitted prior to the commencement of the Work or the supplying of any materials by the Supplier, Subcontractor, or Sub-subcontractor. The submission of this executed form may be waived by the Owner upon a showing of a good-faith effort by the Contractor to obtain agreement in writing from his Supplier, Subcontractor, or Sub-subcontractor. Waiver by the Owner may not unreasonably be denied.
- 12.2 It is agreed that the Contractor retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the State, including the right to any treble damages attributable thereto.

PART13: CONTRACTS WITH NONRESIDENT PERSONS OR PARTNERSHIPS OR UNADMITTED FOREIGN CORPORATIONS; AGENT FOR SERVICE OF PROCESS

13.1 Special attention of Bidders is called to requirements of Sections 13-4-21 through 13-4-24 NMSA 1978, whereby a public works contract with a nonresident person or partnership or foreign corporation not authorized to do business in the State shall contain a specific provision designating an agent resident within the State, and his address, upon whom process and writs in any action or proceeding against such business may be served in any action arising out of such contract.

PART 14: ADDENDA AND MODIFICATIONS

14.1 All Addenda and Modifications issued in writing during the Bidding period will become

part of the Contract Documents.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SIERRA

	en to either party by this Agreement shall be in writing and shall r service or by U.S. mail, either first class or certified, return rece follows:	
To: County of Sierra		
Jocelyn Holguin, Chief Proc 1712 N. Date Street Suite D Truth or Consequences, NM		
To the Contractor		
Printed Name:		
Address:		
Ву:	Date:	
	F CONTRACTOR the parties have executed this Agreement as of the date ief Procurement Officer below:	of
Ву:	Date:	
Amber Vaughn, County		

BOARD OF COUNTY COMMISSIONERS

Notices.

		2 4	
ravis Day, Chair			
nmes E. Paxon, Vice- Chair			
Iank Hopkins, Commissioner			
Attest:			
helly Trujillo			
lierra County Clerk			
Company Company			
ierra County Chief Procurement Offi	cer:		
D	Data		
By: Jocelyn Holguin, CPO	Date:		W-
Sierra County			

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction", AIA Document A201, 2007 as indicated in each numbered "Part" heading. Where any article of the General Condition is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

+ MODIFICATIONS TO GENERAL CONDITIONS +

PART 1.0 (Re: 1.1 BASIC DEFINITIONS) - ADD THE FOLLOWING SUBPARAGRAPH 1.1.9:

"1.1.9 ADDITIONAL DEFINITIONS

The following definitions shall apply throughout the Bidding Documents or Contract Documents unless otherwise specified:

- .1 SURETY: The person or entity obligated to provide such performance or payment as set forth in bonds required by the Contract Documents.
- .2 UNIT PRICES: Amounts stated in the Contract as prices per unit of measurement for materials or services as described in the Contract Documents.
- .3 USER: The Owner agency or agencies or designated entity for whose use the Project is being constructed.
- .4 OWNER: Sierra County referenced as Owner within these Documents.
- .5 ARCHITECT/ENGINEER: The Architect/ Engineer referenced within these documents. When applicable.
- .6 RETAINAGE: The amount of money otherwise due to a Contractor that may be withheld by the Owner to secure performance of the Contract."

PART 2.0 (Re: 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE) - SUBSTITUTE THE FOLLOWING FOR THE FIRST SENTENCE OF SUBPARAGRAPH 1.5.1:

"1.5.1 The Drawings, Project Manual Documents and Technical Specifications, notes, and other work developed for the performance of this Contract and copies thereof furnished by the Architect/Engineer shall be the sole property of the Owner with the understanding and agreement that they are to be used only with respect to this Project and are not to be used on any other Project, or for any other purpose."

PART 3.0 (Re: 3.6 TAXES) - ADD THE FOLLOWING TO PARAGRAPH 3.6:

"The Contractor shall comply with the requirements of the state of New Mexico gross receipts law and shall require all subcontractors to comply with the same. Any increase or decrease in gross receipts and local option taxes enacted after the date the Contract is signed shall result in a similar increase or decrease in the contract sum by appropriate modification."

PART 4.0 (Re: 3.15 CLEANING UP) - ADD THE FOLLOWING TO SUBPARAGRAPH 3.15.1:

"The Contractor shall thoroughly clean the premises at the completion of the Work."

PART 5.0 (Re: ARTICLE 4 ARCHITECT) - ADD THE FOLLOWING SUBPARAGRAPH 4.1.4:

"4.1.4 Any dispute in connection with such an appointment shall be considered an aggrievement and subject to the

provisions of ARTICLE 15 CLAIMS AND DISPUTES."

PART 6.0 (Re: ARTICLE 4 ARCHITECT) - ADD THE FOLLOWING SUBPARAGRAPH 4.1.5:

"4.1.5 The Owner may, but is not required, to assist the Architect/Engineer to provide administration of the Contract for Construction."

PART 7.0 (Re: 4.2 ADMINISTRATION OF THE CONTRACT) - ADD THE FOLLOWING TO SUBPARAGRAPH 4.2.3:

"Should the Architect determine that any portion of the Work varies from the requirements of the Contract Documents, the Architect/Engineer shall promptly notify the Owner and the Contractor of the nature of the non-compliance and the correction of the Work required. The Contractor expressly recognizes that the Architect does not owe him any duty to supervise or direct his work as to protect the Contractor from the consequences of his own acts or omissions."

PART 8.0 (Re: ARTICLE 7 CHANGES IN THE WORK) - DELETE ARTICLE 7 IN ENTIRETY AND SUBSTITUTE THE FOLLOWING "NEW" ARTICLE 7:

"ARTICLE 7 CHANGES IN THE WORK

7.1 CHANGES

- 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by initiation of a Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- 7.1.2 A Construction Change Directive requires agreement by the Owner and the Architect and shall be prepared by the Owner or the Architect on its own initiative or at the request of the Owner's representative, or the Contractor. To result in a change in the Work, any change in Contract Time, any change in Contract Sum, or any combination of the foregoing, the Construction Change Directive must be included ultimately in a Change Order. An order for a minor change in the Work, without a change in Contract Time or Contract Sum, may be issued by the Architect alone.
- 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Construction Change Directive or order for a minor change in the Work.
- 7.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.2 CONSTRUCTION CHANGE DIRECTIVES

- 7.2.1 A Construction Change Directive is a written order signed by the Owner and Architect/Engineer, directing a change in the Work an stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- 7.2.2 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data on costs to permit evaluation;
 - .2 unit prices stated in the Contract Documents or subsequently agreed upon; or

- .3 cost to be determined in accordance with Subparagraph 7.2.5 with or without a guaranteed maximum.
- 7.2.3 Upon receipt of a Construction Change Directive, the Contractor shall acknowledge receipt of it on the document, and, if applicable, the Contractor's agreement to its terms, promptly proceed with the change in the Work involved and advise the Architect/Engineer if the Contractor is in disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- 7.2.4 A Construction Change Directive signed as agreed to by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately, shall remain binding for sixty days and shall ultimately be included in a Change Order.
- 7.2.5 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect/Engineer on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, and a reasonable allowance for overhead and profit as set forth in Table 1 below. In such case, and also under Clause 7.2.2, the Contractor shall keep and present, in such form as the Architect/Engineer may prescribe, an itemized accounting together with appropriate supporting data of costs incurred in performing the change required by the Construction Change Directive. Costs for the purposes of this Paragraph 7.2.5 includes only the following:
 - .1 material quantities and unit costs;
 - .2 labor amounts and hourly rates (identified with specific items of material to be placed or operation to be performed);
 - .3 costs inherent in the use of equipment owned by the Contractor, the Subcontractors, and/or the Subsubcontractors;
 - .4 equipment rental, if any;
 - .5 worker's compensation and public liability insurance;
 - .6 general administration, overhead, supervision, project insurance, bonds and profit, based on the following schedule (subtotal before applying the percentage shown):

TABLE 1	\$500 or less	\$501 to 5% of Contract	Over 5% of Contract Negotiable
Contractor for Work performed by his own forces	22%	19%	Negotiable
Contractor for Work performed by Subcontractor	10%	8%	Negotiable
Subcontractor for Work performed by his own forces	18%	15%	Negotiable
Subcontractor for Work performed by Sub-subcontractor	10%	8%	Negotiable
Sub-subcontractor for Work performed by his own forces	18%	15%	Negotiable

- .7 employment taxes under FICA and FUTA; and
- .8 state gross receipts and local option tax (Contractor only).
- 7.2.6 Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a change that results in a net decrease in the Contract Sum shall be the amount of net cost decrease plus an amount equal to the net cost decrease multiplied by a percentage of 3% for general administration, overhead, supervision, project insurance, bonds, and profit as specified in Clause 7.2.5.6.
- 7.2.7 If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Architect/Engineer for determination.
- 7.2.8 When the Owner and Contractor agree with the determination made by the Architect/Engineer concerning

the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.3 CHANGE ORDERS

- 7.3.1 A Change Order is a written instrument prepared by the Architect/Engineer and signed by the Owner, Contractor, and Architect/Engineer, stating their agreement upon all of the following:
 - .1 a change in the Work;
 - .2 the amount of the adjustment in the Contract Sum, if any, and
 - .3 the extent of the adjustment in the Contract Time, if any.
- 7.3.2 A Change Order may include more than one Construction Change Directive and will customarily be executed after the completion in the Work.

7.4 MINOR CHANGES IN THE WORK

7.4.1 The Architect/Engineer will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly."

PART 9.0 (Re: PROGRESS AND COMPLETION) - ADD THE FOLLOWING SUBPARAGRAPH 8.2.4:

"8.2.4 The Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly at a rate of progress that will insure full completion within the Contract Time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract time specified for the completion of the Work is reasonable; taking into consideration the average climate conditions, temperature ranges, and usual industrial conditions prevailing in this locality. If the Contractor shall neglect, fail or refuse to complete the Work within the Contract Time, or any proper extension granted by the Owner, then the Contractor agrees, as a part consideration for the awarding of this Contract, not as a penalty but as liquidated damages for such breach of contract as set forth in the Contract Documents, for each and every calendar day that the Contractor shall be in default after the Contract Time."

PART 10.0 (Re: 8.3 DELAYS AND EXTENSIONS OF TIME) - ADD THE FOLLOWING SENTENCE TO SUBPARAGRAPH 8.3.1:

"Where individual items or designated portions of the Work require changes in completion time, but are not interrelated with items of work governed by the Contract Time, the Architect/Engineer and the Owner may establish by Change Order separate completion dates with separate Liquidated Damages acceptable to the Contractor and leave the Contract Time unchanged."

PART 11.0 (Re: 9.2 SCHEDULE OF VALUES) - ADD THE FOLLOWING TO SUBPARAGRAPH 9.2:

"This schedule shall include separate line items for costs pertaining to each Cash Allowance item indicated in the Contract Documents and for a reasonable amount, which shall be designated as 'Final Administrative Closeout', attributable to Contractor completion of the administrative and documentation requirements for Contract Closeout following certification of Substantial Completion."

PART 12.0 (Re: 9.3 APPLICATIONS FOR PAYMENT) - ADD NEW SUBPARAGRAPHS 9.3.1.3 and 9.3.1.4

"9.3.1.3 Retainage: Unless good cause exists, the Owner shall not withhold retainage from any payments due and owing a contractor.

9.3.1.4 Upon completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made without retention of a percentage."

PART 13.0 (Re: 9.5 DECISIONS TO WITHOLD CERTIFICATION) - ADD THE FOLLOWING ITEMS TO SUB-SUBPARAGRAPH 9.5.1:

- ".8 failure to provide an approved progress schedule.
- .9 the contract sum has been reduced by change order, and the payment request exceeds the revised Contract Sum."

PART 14.0 (Re: 9.5 DECISIONS TO WITHOLD CERTIFICATION) - ADD THE FOLLOWING SUBPARAGRAPH 9.5.4:

"9.5.4 The Owner may refuse to make payment of the full amount recommended by the Architect/Engineer in order to protect itself from loss because of Subparagraphs 9.5.1.1 through 9.5.1.8, but the Owner must give the Contractor immediate written notice, with a copy to the Architect/Engineer, stating the reasons for such action."

PART 15.0 (Re: PAYMENTS AND COMPLETION) - ADD THE FOLLOWING PARAGRAPH 9.11:

"9.11 LIQUIDATED DAMAGES

9.11.1 The Contractor and the Contractor's surety shall be jointly and severally liable for and shall pay the Owner the sums hereinafter stipulated in the Contract as liquidated damages for each calendar day of delay until the work is substantially complete. Liquidated damages set forth in the Agreement will be assessed from the Contractor's scheduled completion date."

PART 16.0 (Re: 10.3 HAZARDOUS MATERIALS) - DELETE IN ITS ENTIRETY. Article IX, Section 12 and the similar constitutional debt restrictions for the state and other local governments (N.M. Const. art. IX, §§ 8, 11-13) have been judicially interpreted to preclude a government from entering into an agreement subjecting it to contingent liability, the amount of which is uncertain at the time of the agreement.

PART 17.0 (Re: ARTICLE 11 INSURANCE AND BONDS) - SUBSTITUTE THE FOLLOWING FOR SUBPARAGRAPH 11.1.1:

- 1...1 The contractor shall purchase and maintain, in a company or companies licensed to do business in the State in which the project is located, such insurance as will protect him, the Owner and the Architect from claims set forth below which may arise out of, or result from, the Contractors' operations under the contract, whether such operation be by himself, or by any Sub-contractor, or by anyone for whose acts any of them may be liable. (Subparagraphs .1 through .8 shall remain unchanged.)
- 2. 11.1.1.9 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - a) Premises operations.
 - b) Independent contractor's protective.
 - c) Products and completed operations.
 - d) Contractual Including specified provisions for the Contractor's obligations under paragraph 4.18.
 - e) Owned, non-owned, and hired vehicles.
 - f) Broad form coverage for property damage.
 - g) Personal injury.
- 3. For the duration of the contract and until all work specified in the contract is completed, the Contractor shall maintain in effect all insurance as required below and comply with all limits, terms, and conditions stipulated therein. Any claims made coverages shall be maintained for two years after the substantial completion.
- a) Work under this contract shall not commence until evidence of all required insurance and bonding is provided to the Owner and the Architect.

- b) All insurance shall be written to conform to the requirements below.
- c) Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the Contractor and returned to the Owner.

4. Certificate of Insurance:

- a) All required insurance is in effect.
- b) The Owner is an additional insured on the Contractor's general liability policy with respect to activities under this contract. The additional insured endorsement shall be ISO form CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.
- c) The general liability insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- d) The general liability insurance of the Contractor shall be primary insurance and any insurance or self-insurance of the Owner shall be excess and not contributory insurance.
- e) If for any reason, any material change occurs in the coverage during the course of the contract, such change will not become effective until 30 days after the Owner has received written notice of such change.
- 5. Contractor shall obtain insurance of the types described below from an insurer with an A.M. Bests rating of not less than A-VIII and authorized to do business in the State of New Mexico.
- a) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or similar and shall cover liability arising from products and completed operations, premises, contractual liability, personal injury, and advertising injury. There shall be no endorsement or modification of the Commercial General Liability insurance limiting coverage for claims arising from explosion, collapse, or underground exposures.
 - b) Workers' Compensation Insurance as required by the State.
- c) Automobile Liability Insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage.
 - d) Property Insurance: Not required.

PART 18.0 (Re: ARTICLE 11 INSURANCE AND BONDS) - SUBSTITUTE THE FOLLOWING FOR SUBPARAGRAPH 11.1.2:

- A. The limits of liability for the insurance required by Subparagraph 11.1.1 shall provide coverage for not less than the following amounts or greater if required by law:
- 1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
 - Workers' Compensation Insurance with limits as required by Statute.
- 3. Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per accident.
- 4. Commercial general liability and automobile liability insurance shall include as additional named insured: The Owner, the Architect, The Architect's consultants and engineers, and each of their officers, employees and agents, and any other persons with an insurable interest designated by the Owner as an additional named insured.

B. Subcontractors:

- 1. The Contractor shall:
 - a. Include all subcontractors as insureds under its policies, or
- b. Shall furnish separate certificates and endorsements for each subcontractor to the Owner. The Subcontractors' Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate and a \$1,000,000 products-completed operations aggregate limit.

C. Contractor's Insurance for Other Losses:

1. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or

rented by the Contractor, or the Contractor's agents, suppliers or contractors, as well as to any temporary structures, scaffolding, and protective fences.

PART 19.0 (Re: ARTICLE 11 INSURANCE AND BONDS) - ADD THE FOLLOWING TO SUBPARAGRAPH 11.1.3:

- "11.1.3 Furnish one (1) copy of Certificates herein required for each copy of the Agreement, specifically setting forth evidence of all coverage required by subparagraph 11.1.2.
- 11.1.3.1 Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

PART 20.0 (Re: ARTICLE 11 INSURANCE AND BONDS) - ADD THE FOLLOWING SUBPARAGRAPH 11.1.4:

"11.1.4 The Contractor shall have the Owner named as an additional insured on the Comprehensive General Liability form or Commercial Liability form furnished by the Contractor. The certificate of insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance."

PART 21.0 (Re: ARTICLE 11 INSURANCE AND BONDS) - MODIFY PARAGRAPH 11.4 IN THE FOLLOWING MANNER:

- 11.4.1 The General Contractor shall purchase Builder's Risk Insurance per Section 11.4.
- 11.4.1.2 The General Contractor shall purchase Builder's Risk Insurance.
- 11.4.1.3 The Contractor is responsible for Builder's Risk deductible.
- 11.4.2 Delete

PART 22.0 (Re: 11.4.3 LOSS OF USE INSURANCE) - DELETE THE LAST SENTENCE OF SUBPARAGRAPH 11.4.3.

PART 23.0 (Re: 11.5 PERFORMANCE BOND AND PAYMENT BOND) - SUBSTITUTE THE FOLLOWING FOR SUBPARAGRAPHS 11.5.1 and 11.5.2 and add 11.5.3 and 11.5.4:

- "11.5.1 The Contractor shall post a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond, forms attached hereto with amount payable conforming to the terms of the Contract. Surety shall be a company licensed to do business in the State of New Mexico and executed by such sureties as are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds as published in federal circular 570 by the Audit Staff Bureau of Accounts, U.S. Treasury Department.
- 11.5.2 Special attention is called to the requirements of §13-4-18 through §13-4-20, NMSA 1978, regarding a Contractor who does not have his principal place of business in the State of New Mexico for all taxes due arising out of construction services rendered under the Contract.
- 11.5.3 The right to sue on this Bond accrues only to the Owner and the parties to whom §13-4-18 through §13-4-20, NMSA 1978, grant such right; and any such right shall be exercised only in accordance with the provisions and limitations of said statutes.

11.5.4 Subcontractor Bonding Requirements

- 11.5.4.1 It is the responsibility of each subcontractor submitting a bid to a contractor to be prepared to submit a faithful performance and payment bond if the subcontract exceeds \$50,000.
- 11.5.4.2 In the event any subcontractor is submitting a bid to a contractor does not, upon the request of the contractor and at the expense of the contractor at the established charge or premium therefore, furnish to the

contractor a bond issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code (59A-1-1 to 591-A-18, NMSA 1978) and listed in the United States Treasury Department circular 570 where in the contractor is named the oblige, guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under the subcontract, the contractor may reject the bid and make a substitution of another subcontractor subject to the provisions of Section 13-4-36, NMSA 1978. Such bond may be required at the expense of the subcontractor only if the contractor has in his written or published request for subcontract bids:

.1 Specifies that the expense for the bond shall be borne by the subcontractor; and .2 Clearly specifies the amount and requirements of the bond."

PART 24.0 (Re: 13.5 TESTS AND INSPECTIONS) - ADD THE FOLLOWING SUB-SUBPARAGRAPH TO SUBPARAGRAPH 13.5.1:

"13.5.1.1 All sampling, transportation, and storage of samples; testing; and reporting shall be undertaken by representatives of the testing laboratory. No sampling, transportation, and storage of samples; testing; or reporting shall be undertaken by the Architect/Engineer, the Owner, or the Subcontractors."

PART 25.0 (Re: 13.5 TESTS AND INSPECTIONS) - SUBSTITUTE THE FOLLOWING SUBPARAGRAPH 13.5.4:

"13.5.4 Two copies of all test reports shall be furnished directly to the Owner, the Architect/Engineer, and the Contractor by the testing laboratory. All test reports shall be sequentially numbered and labeled in accordance with industry standards."

PART 26.0 DELETE PARAGRAPH 13.6 IN ITS ENTIRETY.

PART 27.0 (Re: TERMINATION OR SUSPENSION OF THE CONTRACT) - ADD THE FOLLOWING TO ARTICLE 14:

"14.4.4 The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the governing body for the performance of this Contract. If sufficient appropriations are not made by the governing body, this Contract shall terminate upon written notice being given by the County to the Contractor. The County's determination as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final."

PART 28.0 (Re: ARTICLE 15 CLAIMS AND DISPUTES) - SUBSTITUTE THE FOLLOWING FOR THE FIRST SENTENCE OF SUBPARAGRAPH 15.1.2:

"15.1.2 NOTICE OF CLAIMS

All claims, disputes, and other matters in question between the Owner and the Contractor shall be referred to the Architect/Engineer for formal decision pursuant to the relevant paragraphs and clauses of ARTICLE 15 CLAIMS AND DISPUTES."

PART 29.0 (Re: PARAGRAPH 15.3 MEDIATION AND PARAGRAPH 15.4 ARBITRATION) - SUBSTITUTE THE FOLLOWING FOR PARAGRAPH 15, INCLUSIVE OF ALL SUBPARAGRAPHS AND FOR PARAGRAPH 15.4, INCLUSIVE OF ALL SUBPARAGRAPHS:

"15.3 AGGRIEVEMENT PROCEDURE DURING CONTRACT ADMINISTRATION

15.3.1 Any claim, dispute, or other matter in question between the Contractor and the Owner, except those relating to artistic effect as provided in Subparagraph 4.2.13 and except those which have been waived by the making or acceptance of final payment as provided in Subparagraph 9.10.4, shall be presented in the form of a written request accompanied by supporting data to the Architect/Engineer for formal decision, with a copy to the other party. Such formal decision of the Architect/Engineer is binding upon the Contractor and the Owner unless either or both parties notify each other and the Architect/Engineer in writing within fifteen days of their receipt of the decision that they are unwilling to abide by the Architect/Engineer's decision, and are thereby aggrieved in connection with the

decision and are separately exercising such rights as either may have under the Contract Documents or by law and regulation. If the Architect/Engineer fails to provide a written decision or a reasonable schedule to issue a written decision with ten days after the Owner or the Contractor has presented his request, that party may consider himself aggrieved and may proceed to exercise his rights.

- 15.3.2 A settlement agreement signed by the Owner and the Contractor shall supersede and cancel any other dispute resolution proceedings regarding the same matter.
- 15.3.3 Mediation and arbitration of controversies and claims. Should the procedures for dispute resolution stated in Subparagraph 15.3.1 fail to adequately resolve the claim, dispute or other matter in question, any such claim, dispute or matter in question shall be resolved by binding arbitration governed by the provisions of this Paragraph 15.3.3 and the New Mexico Uniform Arbitration Act. Before submitting a dispute to arbitration, the parties shall make a good faith effort to resolve the dispute through formal mediation or other agreed upon alternative dispute resolution technique. The arbitration shall be before a single arbitrator chosen by mutual agreement of the parties. If they cannot agree, then a list of seven potential arbitrators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until an arbitrator is agreed upon. In the event this Contract results in dispute, mediation, arbitration litigation, or settlement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and costs.
- 15.3.4 Unless work is stopped or payment withheld in accordance with the conditions of the Contract, or unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any aggrievement proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents."

+ ADDITIONAL CONDITIONS +

PART 1.0 EQUAL OPPORTUNITY

- 1.1 The Contractor, all Subcontractors, and all Sub-subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, recruitment or recruitment advertising, upgrading, layoff or termination, demotion, rates of pay or other forms of compensation, transfer, selection for training (including apprenticeship)
- 1.2 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.
- 1.3 The Contractor, all Subcontractors, and all Sub-subcontractors shall, in all solicitation or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

PART 2.0 MINIMUM WAGE RATES

2.1 The Contractor warrants and agrees that he will comply and will require all Subcontractors and Subsubcontractors to comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act as outlined in the Contract Documents. Wage rates are not applicable to projects costing less than \$20,000. The Contractor and his Subcontractors shall deliver by mail copies of certified weekly payroll in accordance with the regulations under "Minimum Wage Rates" to the office of the State Labor Commission, Santa Fe, New Mexico 87505, address as stated in the Determination and to the Owner.

PART 3.0 CONTRACT AUDIT

3.1 The Owner shall be entitled to audit the books and records of a Contractor or any Subcontractor under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Contractor for a period of three years from the date of final payment under the prime Contract and by the Subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing (\$13-1-16 NMSA 1978).

PART 4.0 DEBARRED OR SUSPENDED CONTRACTORS

4.1 A business (Contractor, Subcontractor, or Supplier) that has either been debarred or suspended pursuant to the requirements of Sections 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978, shall not be permitted to do business with the State and shall not be considered for award of contract during the period for which it is debarred or suspended.

PART 5.0 BRIBES, GRATUITIES, AND KICKBACKS

- 5.1 It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of contract for this Bid and for any person to offer or pay anything of value to any such public employee (§ 30-24-1 and 30-24-2 NMSA 1978).
- 5.2 Pursuant to Section 13-1-191 NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including §§ 30-24-1, 30-24-2, and 30-41-1 through 30-41-3 NMSA 1978), which prohibit bribes, kickbacks, and gratuities, and violation of which constitutes a felony. Further, the Procurement Code (§§ 13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

PART 6.0 NONRESIDENT CONTRACTOR'S REQUIREMENTS: GROSS RECEIPTS TAX SURETY BOND

- 6.1 Section 7-1-55A NMSA 1978 provides that any person (as defined in § 7-1-3 NMSA 1978) engaged in the construction business who does not have his principal place of business in this state and enters into a prime construction contract to be performed in this State shall, at the time such contract is entered into, furnish the Director of the Revenue Division, Taxation and Revenue Department, or his delegate with a surety bond or other acceptable security in a sum equivalent to the gross receipts tax to be paid under the contract multiplied by the applicable rate of the gross receipts tax imposed by Section 7-9-4 NMSA 1978 to secure payment of the tax imposed on the gross receipts from the Contract. The person shall obtain a certificate from the Director of the Revenue Division, Taxation and Revenue Department, or his delegate that the requirements of this paragraph have been met.
- 6.2 If the total sum to be paid under the Contract is changed by ten percent (10%) or more after the date the surety bond or other acceptable security is furnished to the Director or his delegate, such person shall increase or decrease, as the case may be, the amount of the bond or security within 14 days after the change (§ 7-1-55B NMSA 1978).
- 6.3 In addition to the above requirements, the Contractor will be subject to all the requirements of Section 7-1-55 NMSA 1978.

PART 7.0 CONTRACTOR'S GROSS RECEIPTS TAX REGISTRATION

- 7.1 Section 7-10-4 NMSA 1978 provides that any person (as defined in § 7-10-3 NMSA 1978) performing services for the State, as those terms are used in the Gross Receipts and Compensating Tax Act (§§ 7-10-1 through 7-10-5 NMSA 1978), must be registered and be issued an identification number with the Revenue Division of the Taxation and Revenue Department to pay the gross receipts tax.
- 7.2 The identification number is needed to properly complete the approval process of the Contract; therefore, so as to cause no delay in the processing, the Contractor must register with the Division. For information, contact:

Revenue Division, Taxation and Revenue Department, Manuel Lujan Sr., Building, 1200 St. Francis Drive, Santa Fe, New Mexico 87505, Telephone: (505) 827-0700.

7.3 If any person who performs services for the State is not registered to pay the gross receipt tax, the State shall withhold payment of the amount due until the person has presented evidence of registration with the Revenue Division to pay the gross receipts tax.

PART 8.0 ASSIGNMENT OF ANTITRUST CLAIMS

- 8.1 The Contractor agrees that any and all claims that the Contractor may have or that may inure to the Contractor for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with this Bid are hereby assigned to the State of New Mexico, but only to the extent that such overcharges are passed on to the State. The Contractor further agrees to require each of its Suppliers, Subcontractors, and Sub-subcontractors to assign any and all such claims for overcharges to the State by executing an assignment on the form provided by the Owner for such purpose. The executed form (see Section 00600) shall be submitted prior to the commencement of the Work or the supplying of any materials by the Supplier, Subcontractor, or Sub-subcontractor. The submission of this executed form may be waived by the Owner upon a showing of a good-faith effort by the Contractor to obtain agreement in writing from his Supplier, Subcontractor, or Sub-subcontractor. Waiver by the Owner may not unreasonably be denied.
- 8.2 It is agreed that the Contractor retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the State, including the right to any treble damages attributable thereto.

PART 9.0 CONTRACTS WITH NONRESIDENT PERSONS OR PARTNERSHIPS OR UNADMITTED FOREIGN CORPORATIONS; AGENT FOR SERVICE OF PROCESS

9.1 Special attention of Bidders is called to requirements of Sections 13-4-21 through 13-4-24 NMSA 1978, whereby a public works contract with a nonresident person or partnership or foreign corporation not authorized to do business in the State shall contain a specific provision designating an agent resident within the State, and his address, upon whom process and writs in any action or proceeding against such business may be served in any action arising out of such contract.

PART 10.0 ADDENDA AND MODIFICATIONS

10.1 All Addenda and Modifications issued in writing during the Bidding period will become part of the Contract Documents.

-End-

RFP# 2023-04-019 FLOOD CONTROL SERVICES FOR SIERRA COUNTY EVALUATION CRITERIA: RETURN DATE: June 1, 2023 @ 10:00 AM.

AREA LOCATION (S): SIERRA COUNTY	ERRA COUNT	Y	
MANDITURY CRITERIA- PASS/FAIL- 0* POINTS			
CONTRATOR NAME:	LANFORD	BARTOO	SMITHCO
A. License	PASS	PASS	PASS
B. Prior Buisness Experience	PASS	PASS	PASS
C. Provide a Valid W9 Form	PASS	PASS	PASS
MAXIMUM POINTS:			
CONTRATOR NAME:	LANFORD	BARTOO	SMITHCO
C. Experience & Past Performance: 140 Points	135	138	135
D. Magement & Technical Ablity: 80 Points	75	77	76
E. Resources: 80 Points	79	79	79
F. Health/Safety/Insurance: 40 Points	32	32	32
G. Terminations: 20 Points	20	20	20
H. Litigation & Claims: 20 Points	20	15	20
I. Rates & Fees: 60 Points	59	25	50
Combined Total Points: 440	420	386	412
			PAGE 1

"LE COPY

			PAGIL 2
CONTINUED FROM PAGE 1			
Acknowlegement & Appendix			
CONTRATOR NAME:	LANFORD	BARTOO	SMITHCO
Acknowlegement of Receipt- Appendex A	PASS	PASS	PASS
Acknowlegement of Addenda-	PASS	PASS	PASS
Conflict of Interest- Appendix D	PASS	PASS	PASS
Federal Flow Down- Appendix E	PASS	PASS	PASS
Campaign Contibution- Appendix G	PASS	PASS	PASS
Letter of Transmittal- (Manditory) Exhibit B	PASS	PASS	PASS
Insurance Requirements- Exhibit D	PASS	PASS	PASS

OPEND BY: Jocelyn Holauin, CPO SIGNED:

WITNESSED BY: Jessica West, AP-Admin Assistant StGNED:

COMBINED FINAL SCORE DATE: 6/8/2023 LOCATION: Sierra County Administration

SCORE PACKETS ARE DUE ON:

6/1/2023 @ 10:00 AM

EVLAUATOR: #1-4

*Scoring Packets were provided on: May 9, 2023@ 11:00 AM

Notes: Some funds may be federal and per the rule, preferences not tabulated.

There are a couple of insurances about to expire and at least one license that will need to be updated prior to any PO's being issued if awarded and dates apply.



RFP# 2023-04-019 FLOOD CONTROL SERVICES FOR SIERRA COUNTY **EVALUATION CRITERIA: ISSUE DATE: June 1, 2023 @ 10:00 AM**

AREA LOCATION (S): SIERRA COUNTY	SIERRA COUNTY	TY			and the same of th
MANDITORY CRITERIA- PASS/FAIL- 0* POINTS					
CONTRACTOR NAME:	BLACK RANGE	G. WESTERN	R.MINNIX	S. VALLEY	
A. License	PASS	PASS	PASS	PASS	
B. Prior Buisness Experience	PASS	PASS	PASS	PASS	-
C. Provide a Valid W9 Form	PASS	ON FILE	PASS	PASS	
MAXIMUM POINTS:					
CONTRATOR NAME:	BLACK RANGE	G. WESTERN	R.MINNIX	S. VALLEY	
C. Experience & Past Performance: 140 Points	130	66	117	138	
D. Magement & Technical Ablity: 80 Points	11	54	64	76	
E. Resources: 80 Points	72	48	62	77	
F. Health/Safety/Insurance: 40	32	27	28	32	
G. Terminations: 20 Points	20	10	10	20	
H. Litigation & Claims: 20	20	10	S	20	
I. Rates & Fees: 30 Points	58	47	27	09	
Combined Total Points: 440	403	295	313	423	
				PAGE LCONE.	

PASS PASS PASS PASS PASS PASS PASS PASS					PAGE 2 CONT.
ement & Appendix TOR NAME: BLACK RANGE G. WESTERN ement of Receipt- A ement of Addenda- PASS	CONTINUED FORM PAGE 1				
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ement of Receipt- A ement of Addenda- PASS	COTRACTOR NAME:	BLACK RANGE	G. WESTERN	R.MINNIX	S. VALLEY
ement of Addenda-PASSPASSInterest- Appendix DPASSPASSv Down- Appendix EPASSPASScontibution- Appendix GPASSPASSry) Exhibit BPASSPASSry) Exhibit BPASSPASS	Acknowlegement of Receipt-	PASS	PASS	PASS	PASS
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endix G PASS PASS endix G PASS PASS PASS PASS PASS PASS PASS PA	Conflict of Interest- Appendix D	PASS	PASS	PASS	PASS
endix G PASS PASS PASS PASS PASS PASS PASS	Federal Flow Down- Appendix E	PASS	PASS	PASS	PASS
PASS PASS	Campaign Contibution- Appendix G	PASS	PASS	PASS	PASS
3340	Letter of Transmittal- (Manditory) Exhibit B	PASS	PASS	PASS	FAIL
LASS LASS	Insurance Requirements- Exhibit D	PASS	PASS	PASS	PASS

Final Notes: Following the discussion from the evaluating committee and the final combined score sheets. A determination has been issued to award all 7 vendors, based on their abilites to preform the construction work as they become availaible. The minor discrepancies have been concidered, to not hold any ill affect, for the contractors as the committee unaniously agreed to award all submittles. The final intend results are not determined in the final numbers scored.

CPO Determination: Accepting committee determination to award all contractors. Intials:

State of New Mexico

Shelley Trujillo County Clerk 575-894-2840

Candace Chavez County Treasurer 575-894-3524

Michael D. Huston County Assessor 575-894-2589

> Thomas Pestak Probate Judge 575-894-2840



1712 N. Date St. Truth or Consequences, New Mexico 87901

Amber Vaughn County Manager 575-894-6215, 575-894-9548 fax

County of Sierra

Jim Paxon District 1 575-894-6215

Travis Day District 2 575-894-6215

Hank Hopkins District 3 575-894-6215

Joshua Baker Sheriff 575-894-9150

RESOLUTION No. 110-172

COUNTY OF SIERRA

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM AND REQUEST FOR MATCH WAIVER ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the County of Sierra and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the project will be \$ 188,324.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or \$ 141,243.00

and

b. County of Sierra's proportional matching share shall be 25% or \$ 47,081.00 if Hardship for Match Waiver is not deemed to be present by Department of Finance and Administration and the Department of Transportation

TOTAL PROJECT COST IS \$ 188,324.00

County of Sierra shall pay all costs, which exceed the total amount of \$188,342.00.

WHEREAS, the *County of Sierra* has a limited tax base, which limits the funding for meeting the proportional matching share; and, a fund exists in the NMDOT appropriated by the New Mexico State Legislature for Public Entities in need of "hardship" match money and *County of Sierra* requests participation in this Match Waiver Program in the amount of \$ 47,081.00.

Now therefore, be it resolved in official session that County of Sierra determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on **December 31, 2024** and the *County of Sierra* incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the *County of Sierra* to enter into Cooperative Agreement Control Number HW2L100580 with the New Mexico Department of Transportation for LGRF Project for year 2023 – 2024 for the re-chip seal, fog seal, pothole and shoulder repair, engineering & project management, cattleguard, drainage improvements, and road surface on various County roads to improve surface conditions. C049 Atlantic from Observatory E approx. 5 mi, Butte from NM 181 W approx. .05 mi, Market from Pacific N approx. .1 mi, Guymon from Pacific NE approx. .1 mi, Observatory from Pacific N approx. .1 mi, Pacific from NM 181 W approx. .1 mi, and B004 Berrenda from NM 7 W approx. 9 mi, within the control of the *County of Sierra* in *Truth or Consequences*, New Mexico.

Passed, Approved, and Adopted this 20th day of June 2023.

	Jim Paxon, Commissioner
ATTEST:	Travis Day, Commission Chair
	COUNTY, NEW MEXICO
COMMISSIONERS SIERRA	BOARD OF COUNTY

State of New Mexico

Shelly K. Trujillo County Clerk 575-894-2840

Candace Chavez County Treasurer 575-894-3524

Michael D. Huston County Assessor 575-894-2589

Thomas Pestak Probate Judge 575-894-2840



1712 North Date Street
Truth or Consequences, New Mexico 87901

Amber Vaughn County Manager 575-894-6215 voice 575-894-9548 fax

County of Sierra

James E. Paxon Commissioner District 1 575-894-6215

Travis Day Commissioner District 2 575-894-6215

Hank Hopkins Commissioner District 3 575-894-6215

> Joshua Baker County Sheriff 575-894-9150

Mr. Aaron Chavarria, P.E. NMDOT District One Engineer C/O Gil Gallosa, LGRF Coordinator 2912 E. Pine St. Deming, NM 88030

June 20, 2023

Re: Request for LGRF Hardship Match Waiver Project CAP 24 Control Number HW2L100580

Scope of Work: re-chip seal, fog seal, pothole and shoulder repair, engineering & project management, cattleguard, drainage improvements, and road surface work on various County roads to improve surface conditions. C049 Atlantic from Observatory E approx. .5 mi, Butte from NM 181 W approx. .05 mi, Market from Pacific N approx. .1 mi, Guymon from Pacific NE approx. .1 mi, Observatory from Pacific N approx. .1 mi, Pacific from NM 181 W approx. .1 mi, and B004 Berrenda from NM 27 W approx. 9 mi, within the control of the County of Sierra in Truth or Consequences, New Mexico.

Total Amount \$188,324.00 Entity Share \$47,081.00 State Share \$141,243.00

Dear Mr. Chavarria,

The County of Sierra is interested in applying for the LGRF Hardship Match Waiver per the NM Administrative Code 18 NMAC 27.3.8 for our pending funding through the FY 23/24 LGRF program.

NMAC 27.3.8 allows Public Entities who are experiencing financial hardship to apply for a Match Waiver of all or part of the Public Entity match normally required for participation in the Local Government Road Fund.

County of Sierra qualifies for the Match Waiver because of limited revenues and increased expenses.

County of Sierra requests a Match Waiver in the amount of \$47,081.00 for the LGRF Project for year 2023 – 2024 to re-chip seal, fog seal, pothole and shoulder repair, engineering & project management, cattleguard, drainage improvements, and road surface work on various County roads to improve surface conditions. C049 Atlantic from Observatory E approx. .5 mi, Butte from NM 181 W approx. .05 mi, Market from Pacific N approx. .1 mi, Guymon from Pacific NE approx. .1 mi, Observatory from Pacific N approx. .1 mi, Pacific from NM 181 W approx. .1 mi, and B004 Berrenda from NM 27 W approx. 9 mi, within the control of the County of Sierra in Truth or Consequences, New Mexico.

Sincerely, County of Sierra

Amber Vaughn, County Manager



May 19, 2023

Billy Neeley, Road Director Sierra County 1712 N Date St Truth or Consequences NM 87901

Re: 2023 - 2024 Local Government Road Fund Program

Dear Mr. Neeley,

The State Transportation Commission approved the above program during their May 18th meeting.

Project

Entity Share State Share Total

County Arterial Program (CAP) Agreement \$47,081.00 \$141,243.00 \$188,324.00

A resolution passed by the governing body or agency head respectively adopting the project and verifying its priority standing with the Public Entity is the next item needed. The resolution should contain the scope of work as submitted to the Transportation Commission and shown on the preliminary offer letter forwarded to your office in April 2023. The monetary amounts approved by the STC are listed above. Additional information to be included in the resolution is the route & termini and control number HW2 L100580.

A sample resolution is included for your convenience.

Please submit the resolution no later than June 30th. This will allow the time needed to have the agreement fully executed by the October 31st deadline. Any agreement not fully executed by this deadline could result in the loss of your funding.

Agreements will be forwarded for signature upon receipt of the resolution in our office. Please remember that NO aspect of the project can begin prior to the execution of the agreement.

We appreciate your assistance and please email gil.gallosa@dot.nm.gov or call 575-386-9085 if you should have any questions or need further assistance.

Sincerely.

Gil Gallosa

State Funding Coordinator NMDOT District One

Michelle Lujan Grisham

Governor

Ricky Serna Cabinet Secretary

Commissioners

Jennifer Sandoval

Commissioner, Vice-Chairman District 1

Bruce Ellis

Commissioner District 2.

Hilma E. Chynoweth

Commissioner District 3

Walter G. Adams

Commissioner, Chairman District 4

Thomas C. Taylor Commissioner

District 5

Charles Lundstrom

Commissioner, Secretary District 6

State of New Mexico

Shelley Trujillo County Clerk 575-894-2840

Candace Chavez County Treasurer 575-894-3524

Michael D. Huston County Assessor 575-894-2589

> Thomas Pestak Probate Judge 575-894-2840



1712 N. Date
Truth or Consequences, New Mexico 87901

Amber Vaughu County Manager 575-894-6215, 575-894-9548 fax

County of Sierra

Jim Paxon District 1 575-894-6215 Travis Day District 2 575-894-6215 Hank Hophins District 3 575-894-6215

Joshua Baker Sheriff 575-894-9150

RESOLUTION No. 110-173

County of Sierra

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the County of Sierra and the New Mexico Department of Transportation have entered into a joint and coordinated effort in Cooperative Agreement.

WHEREAS, the total cost of the project will be (\$190,221.00) to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or (\$142,666.00)

and

b. County of Sierra's proportional matching share shall be 25% or (\$47,555.00)
 TOTAL PROJECT COST IS (\$190,221.00)

County of Sierra shall pay all costs, which exceed the total amount of (\$190,221.00).

NOW THEREFORE, be it resolved in official session that County of Sierra determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on **December 31, 2024** and the County of Sierra incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW THEREFORE, BE IT RESOLVED by the County of Sierra to enter into Cooperative Agreement Control Number HW2 L100575 with the New Mexico Department of Transportation for LGRF Project for year 2023/2024 for the re-chip seal, fog seal, pothole and shoulder repair, engineering & project management, cattleguard, stripping, drainage improvements, and road surface work on various County roads to improve surface conditions in C054 Rock canyon from I25(1 mi off of exit 89) E approx. 3.8 mi, B050 Animas from NM 187 W approx. 6.4 mi, B072 Las Palomas from NM 187 W approx. 1.7 mi, B045 Percha from NM 187 S approx. 1 mi, C002 St. Cloud from Republic S approx. 1 mi, B002 Macho from NM 27 W approx. 9.1 mi, within the control of the County of Sierra in Truth or Consequences, New Mexico.

PASSED, APPROVED AND ADOPTED this 20th day of June 2023.

	Board of County Commissioners
	Travis Day, Commission Chair
Attest:	Jim Paxon, Commissioner
	Hank Hopkins, Commissioner
Shelly K. Trujillo, County Clerk	



May 19, 2023

Billy Neeley, Road Director Sierra County 1712 N Date St Truth or Consequences NM 87901

Re: 2023 - 2024 Local Government Road Fund Program

Dear Mr. Neeley,

The State Transportation Commission approved the above program during their May 18th meeting.

Project
Entity Share State Share Total

County School Bus Routes (SBR) Agreement \$47,555.00 \$142,666.00 \$190,221.00

A resolution passed by the governing body or agency head respectively adopting the project and verifying its priority standing with the Public Entity is the next item needed. The resolution should contain the scope of work as submitted to the Transportation Commission and shown on the preliminary offer letter forwarded to your office in April 2023. The monetary amounts approved by the STC are listed above. Additional information to be included in the resolution is the route & termini and control number HW2 L100575.

A sample resolution is included for your convenience.

<u>Please submit the resolution no later than June 30th.</u> This will allow the time needed to have the agreement fully executed by the October 31st deadline. Any agreement not fully executed by this deadline could result in the loss of your funding.

Agreements will be forwarded for signature upon receipt of the resolution in our office. Please remember that \underline{NO} aspect of the project can begin prior to the execution of the agreement.

We appreciate your assistance and please email <u>gil.gallosa@dot.nm.gov</u> or call 575-386-9085 if you should have any questions or need further assistance.

Sincerely.

Gil Gallosa

State Funding Coordinator NMDOT District One

Michelle Lujan Grisham

Governor

Ricky Serna Cabinet Secretary

Commissioners

Jennifer Sandoval

Commissioner, Vice-Chairman District 1

Bruce Ellis

Commissioner District 2

Hilma E. Chynoweth

Commissioner District 3

Walter G. Adams

Commissioner, Chairman District 4

Thomas C. Taylor Commissioner

Commissio District 5

Charles Lundstrom

Commissioner, Secretary District 6

State of New Mexico

Shelley Trujillo County Clerk 575-894-2840 Candace Chavez County Treasurer 575-894-3524

Michael D. Huston County Assessor 575-894-2589

Thomas Pestak Probate Judge 575-894-2840



855 Van Patten
Truth or Consequences, New Mexico 87901

Amber Vaughn County Manager 575-894-6215, 575-894-9548 fax

County of Sierra

Jim Paxon District I 575-894-6215 Travis Day District 2 575-894-6215 Hank Hopkins District 3 575-894-6215

Joshua Baker

Sheriff

575-894-9150

RESOLUTION No. 110-174

COUNTY OF SIERRA

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM AND REQUEST FOR MATCH WAIVER ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the County of Sierra and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the project will be \$ 234,035.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or \$ 175,526.00

and

b. County of Sierra's proportional matching share shall be 25% or \$ 58,509.00 if Hardship for Match Waiver is not deemed to be present by Department of Finance and Administration and the Department of Transportation

TOTAL PROJECT COST IS \$ 234,035.00

County of Sierra shall pay all costs, which exceed the total amount of \$234,035.00.

WHEREAS, the County of Sierra has a limited tax base, which limits the funding for meeting the proportional matching share; and, a fund exists in the NMDOT appropriated by the New Mexico State Legislature for Public Entities in need of "hardship" match money and County of Sierra requests participation in this Match Waiver Program in the amount of \$ 58,509.00.

NOW THEREFORE, be it resolved in official session that County of Sierra determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on **December 31, 2024** and the *County of Sierra* incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the *County of Sierra* to enter into Cooperative Agreement Control Number HW2L100556 with the New Mexico Department of Transportation for LGRF Project for year 2023 – 2024 for the re-chip seal, fog seal, pothole repair and shoulder repair, engineering & project management, cattleguard, drainage improvements, and road surface on various County roads to improve surface conditions. C054 Rock canyon from I25(1 mi off of exit 89) E approx. 3.8 mi, C003 Hermosa from C002 S approx. 16.1 mi, within the control of the *County of Sierra* in *Truth or Consequences*, New Mexico.

Passed, Approved, and Adopted this 20th day of June 2023.

Shelly K. Trujillo, County Clerk	Hank Hopkins, Commissioner
	Jim Paxon, Commissioner
ATTEST:	Travis Day, Commission Chair
COMMISSIONERS SIERRA	COUNTY, NEW MEXICO
	BOARD OF COUNTY

State of New Mexico

Shelly K. Trujillo County Clerk 575-894-2840

Candace Chavez County Treasurer 575-894-3524

Michael D. Huston County Assessor 575-894-2589

> Thomas Pestak Probate Judge 575-894-2840



1712 North Date Street
Truth or Consequences, New Mexico 87901

Amber Vaughn County Manager 575-894-6215 voice 575-894-9548 fax

County of Sierra

James E. Paxon Commissioner District 1 575-894-6215

Travis Day
Commissioner District 2
575-894-6215

Hank Hopkins Commissioner District 3 575-894-6215

> Joshua Baker County Sheriff 575-894-9150

Mr. Aaron Chavarria, P.E. NMDOT District One Engineer C/O Gil Gallosa, LGRF Coordinador 2912 E. Pine St. Deming, NM 88030 June 20, 2023

Re: Request for LGRF Hardship Match Waiver Project SP 24 Control Number HW2L100556

Scope of Work: re-chip seal, fog seal, pothole and shoulder repair, engineering & project management, cattleguard, drainage improvements, and road surface work on various County roads to improve surface conditions. C054 Rock canyon from I25 (1 mi off of exit 89) E approx. 3.8 mi, and C003 Hermosa from C002 S approx. 16.1 mi, within the control of the County of Sierra in Truth or Consequences, New Mexico.

Total Amount \$234,035.00 Entity Share \$58,509.00 State Share \$175,526.00

Dear Mr. Chavarria,

The County of Sierra is interested in applying for the LGRF Hardship Match Waiver per the NM Administrative Code 18 NMAC 27.3.8 for our pending funding through the FY 23/24 LGRF program.

NMAC 27.3.8 allows Public Entities who are experiencing financial hardship to apply for a Match Waiver of all or part of the Public Entity match normally required for participation in the Local Government Road Fund.

County of Sierra qualifies for the Match Waiver because of limited revenues and increased expenses.

County of Sierra requests a Match Waiver in the amount of \$53,301.00 for the LGRF Project for year 2023 - 2024 to re-chip seal, fog seal, pothole and shoulder repair, engineering & project management, cattleguard, drainage improvements, and road surface work on various County roads to improve surface conditions. C054 Rock canyon from I25 (1 mi off of exit 89) E approx. 3.8 mi, and C003 Hermosa from C002 S approx. 16.1 mi, within the control of the County of Sierra in Truth or Consequences, New Mexico.

Sincerely, County of Sierra

Amber Vaughn, County Manager



May 19, 2023

Billy Neeley, Road Director Sierra County 1712 N Date St Truth or Consequences NM 87901

Re: 2023 - 2024 Local Government Road Fund Program

Dear Mr. Neeley,

The State Transportation Commission approved the above program during their May 18th meeting.

Project

Entity Share State Share Total

\$234,035.00

County Cooperative (SP) Agreement \$58,509.00 \$175,526.00

A resolution passed by the governing body or agency head respectively adopting the project and verifying its priority standing with the Public Entity is the next item needed. The resolution should contain the scope of work as submitted to the Transportation Commission and shown on the preliminary offer letter forwarded to your office in April 2023. The monetary amounts approved by the STC are listed above. Additional information to be included in the resolution is the route & termini and control number HW2 L100556.

A sample resolution is included for your convenience.

Please submit the resolution no later than June 30th. This will allow the time needed to have the agreement fully executed by the October 31st deadline. Any agreement not fully executed by this deadline could result in the loss of your funding.

Agreements will be forwarded for signature upon receipt of the resolution in our office. Please remember that NO aspect of the project can begin prior to the execution of the agreement.

We appreciate your assistance and please email gil.gallosa@dot.nm.gov or call 575-386-9085 if you should have any questions or need further assistance.

Sincerely.

Gil Gallosa

State Funding Coordinator NMDOT District One

Michelle Lujan Grisham

Governor

Ricky Serna Cabinet Secretary

Commissioners

Jennifer Sandoval

Commissioner, Vice-Chairman District 1

Bruce Ellis

Commissioner District 2.

Hilma E. Chynoweth

Commissioner District 3

Walter G. Adams

Commissioner, Chairman District 4

Thomas C. Taylor Commissioner

District 5

Charles Lundstrom

Commissioner, Secretary District 6

SIERRA COUNTY BOARD OF COUNTY COMMISSIONERS RESOLUTION NO 110-175

ADOPTING SHERIFF'S DEPARTMENT SALARY PLAN

WHEREAS, the Board of County Commissioners of Sierra County, met in a regular meeting on June 20, 2023, at 10:00 A.M. in the Sierra County Administration Office, 1712 N. Date Street, Truth or Consequences, NM 87901; and,

WHEREAS, pursuant to NMSA 1978 Section 4-38-1 (1884) the powers of a county as a body politic and corporate shall be exercised by a board of county commissioners; and,

WHEREAS, NMSA 1978, Section 4-37-1 (1995) provides that Counties have the power to, "provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of any county or its inhabitants"; and,

WHEREAS, NMSA 1978, Section 3-13-4 (1965) allows municipalities and counties to establish a personnel merit system for the hiring, promotion, discharge and general regulation of municipal and county employees; and,

WHEREAS, NMSA 1978 Section 4-38-19 (A) (1973) provides in part that, "[a] board of county commissioners may set the salaries of such employees and deputies as it feels necessary to discharge the functions of the county. . .;" and,

WHEREAS, the Board of County Commissioners of Sierra County recognizes that its Sheriff's deputies are hardworking and dedicated, and the County is committed to recognizing that commitment by paying its employees living wages and salaries; and,

WHEREAS, upon examination of its budget, the Board of County Commissioners deems it prudent to increase the wages and salaries as established in the attached salary plan, attached hereto as Exhibit A; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Cibola County that it hereby directs its Administration to implement the attached Sheriff's Office Salary Plan, in addition to the established deviations for years of service and experience outlined therein.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Board of County Commissioners of Cibola County that expressly exempted from the provisions of this Resolution are the Undersheriff, and the Sheriff's Executive Assistant, whose salary had previously been established by this Board by Resolution.

APPROVED, ADOPTED, AND PASSED on this 20th day of June, 2023.

BOARD OF COUNTY COMMISSIONERS

Travis Day, Chairman	
James Paxon, Vice-Chairman	
Hank Hopkins, Commissioner	
Attest:	
Shelly K. Trujillo	
Sierra County Clerk	

Exhibit A

POSITION	Step 1	Step 2	Step 3	Step 4	Step S	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
						11.				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
Deputy	22.68	23.36	24.06	24.78	25.52	26.29	27.08	27.89	28.73	29.59	30.48	31.39	32.33	33.3	34.
Investigator	23.94	24.66	25.4	26.16	26.94	27.79	28.58	29.44	30.32	31.23	32,17	33.14	34.14	35.15	36.
Sergeant	25.66	26.43	27.22	28.04	28.88	29.75	30,64	31.56	32.51	33.49	34,49	35.52	36.59	37.69	38.0
Captain	27.86	28.7	29.56	30.45	31.36	32.3	33.27	34.27	35.3	36.36	37.45	38.57	39.73	40.92	42.1
P V															
Uncertified	\$19.50														

Sierra County Sheriff's Office Pay and Benefits Proposal



Sierra County S.O. Current Pay Scale

Uncertified Deputy = Not listed on our Pay Scale

Certified Deputy = \$19.67 hour to \$21.71 based on experience

Investigator = \$21.68

Patrol Sergeant = \$23.90

Captain = \$26.36

Sierra County S.O. Current Benefits

Insurance – County pays 90%, employee pays 10%

PERA Retirement Municipal Plan 4 - County pays state mandatory and employee pays state mandatory

Clothing allowance = \$600 yearly

Retiree health care program

Current State Police Pay Scale

2023 PAY SCALE	X	Z	щ			
Years of Service	0	-1	2	67	4	S
 Recruit	\$20.00					
Patrolman	530.546	\$31.462	\$33.600	\$34,608	\$35.646	\$37.031
Sergeant	\$41.045	\$43.097	\$45.252	\$46.609		
Lieutenant	\$51,801	\$54.391				
Captain	\$58.719				i	
Major	\$63.105					
Deputy Chief	\$68.784					

Current State Police Benefits

- Health & Dental Insurance Comprehensive and competitive plans, with options for vision and pre-paid legal services
- Life & Disability Insurance \$50,000 per DPS employee, with an additional \$25,000 for being an NMSP Officer
 - Option to purchase additional supplemental life insurance
- Annual Leave can bank up to 240 hours per year
- Duty Injury Leave Allowance of up to 1440 paid hours for work-related injury/illness that occurs while performing non-administrative law enforcement duties
 - 25-year retirement at 75%, with the ability to earn up to 90% with longevity
 - No maximum age limit to start your career, no age requirement to retire
 - Optional New Mexico 457 Plan (Deferred Compensation)
- Please contact Public Employees Retirement Association of New Mexico for questions about retirement service credit and benefits
- \$1,000 a year uniform allowance
- Take home vehicle and do not have to live in assigned district
- who works between 1800-0700 (6pm-7am) earn an additional \$.90 per hour to their The New Mexico State Police offer shift differential pay. This means that any Officer standard hourly rate.
- Incentive Pay for Bachelors (\$100 per month) and Masters Degrees (\$125 per month

Silver City Police Department Pay and Benefits

Non Certified pay: \$19.61 hourly

Certified starting pay: \$20.79 hourly

Holiday Pay

80 hrs Vacation a year

96 hrs Sick Leave a year

2.5% cost of living pay increase each year

Shift differential pay (6% evenings and 8% graveyards) = over a dollar an hour

Longevity pay

Group life insurance

100% paid health insurance

PERA retirement – employer pays 32.5%

On call pay

Physical fitness incentive – 3 hours earned weekly

Education incentive pay - \$2,000 for AA or AS degree and \$3,000 for BA or BS degree

Alamogordo Police Department pay and benefits

- \$18.70 per hour for non-certified officers
- \$21.12 \$32.74 per hour after certification, depending on qualifications
- Retention Incentive
- Up to \$5,000 retention incentive for Certified officers.
- Add Pavs
- Available to non-probationary officers
- College degree incentive pay
- * Bilingual pay
- Field training officer pay
- Physical fitness pay
- Paid Time Off (PTO)
- 21.5 days per year (PTO begins accruing upon hire, however, it is not available for use in your first six months of employment)
- Health Insurance
- Both single and family plans are available, with the city contributing a large percentage of the premium.
- **Retirement Plan**
- Officers are eligible for retirement after 25 years of service. City pays 75% of employees' contributions.

Las Cruces Police Department pay and benefits

- \$6,000.00 Dollar Hiring Incentive with 36 month commitment.
- \$20.00 per hour during academy.
- \$24.00 per hour upon graduation during first year probation.
- \$26.15 per hour after completion of one year probation.
- All duty equipment and uniforms supplied to you by the department.
- Annual equipment and uniform allowance.
- · Four 10 Hour work schedule with three consecutive days off.
- Overtime and secondary employment opportunities.
- Advanced training paid for by the department.
- Specialty sections and promotional opportunities.
- Take Home Car Program
- Have your college paid for with Tuition Reimbursement Programs.
- 13 Paid Holidays Per Year
- . 25 Year Retirement (P.E.R.A.): 25 years at 70%

Las Cruces Police Department (continued)

96 Sick Leave Hours Per Year

Bereavement Leave

Excellent health care plans

Personal Leave

Vacation Leave

Military Leave

Worker's compensation

Officers are represented by the Police Officers' Association and all benefits under the contract upon completion of probation.

Bonuses

Base Level	\$6,000
Associates Degree/ 4 Years Honorable Military Service	\$10,000
Bachelor's Degree/Master's Degree/ Retirement from Military Service	\$15,000
Bachelor's Degree in Sociology, Psychology, Criminal Justice or Criminology. \$20,000	. \$20,000
Master's Degree in Sociology, Psychology, Criminal Justice or Criminology \$25,000	\$25,000

Dona Ana County pay scale

Dona Ana County Sheriff Effective 2/26/2023

	Hourly	Annual
Uncertified	\$ 21.50	\$ 44,720.00
Certified Deputy	\$ 24.07	\$ 50,065.60

					0			
Annual	\$ 50,960.00	\$ 52,187.20	\$ 54,308.80	\$ 57,491.20	\$ 60,673.60	\$ 63,856.00	\$ 67,038.40	\$ 70,220.80
Hourly	\$ 24.50	\$ 25.09	\$ 26.11	\$ 27.64	\$ 29.17	\$ 30.70	\$ 32.23	\$ 33.76
Deputy	Beginning Yr 2	Beginning Yr 3	Beginning Yr 5	Beginning Yr 8	Beginning Yr 11	Beginning Yr 14	Beginning Yr 17	Beginning Yr 20
Step	1	2	က	4	5	9	7	∞

_							
Annual	\$ 103,126.40	\$ 104,665.60	\$ 106,308.80	\$ 108,056.00	\$ 109,803.20	\$ 111,550.40	
Hourly	\$ 49.58	\$ 50.32	\$ 51.11	\$ 51.95	\$ 52.79	\$ 53.63	
lieutenant	Starting	Beginning Yr 2	Beginning Yr 3	Beginning Yr 4	Beginning Yr 5	Beginning Yr 6	
Step	-	2	3	4	5	9	

Step	Detective	Hourly	Annual
-	Starting	\$ 28.08	\$ 58,406.40
2	Beginning Yr 2	\$ 29.40	\$ 61,152.00
ო	Beginning Yr 4	\$ 30.79	\$ 64,043.20
4	Beginning Yr 6	\$ 32.23	\$ 67,038.40
22	Beginning Yr 8	\$ 33.76	\$ 70,220.80
ဖ	Beginning Yr 10	\$ 35.37	\$ 73,569.60

				ì
Captain	Hourly	Annual	Step	
rting	\$ 56.85	\$ 118,248.00	-	-
jinning Yr 2	\$ 59.70	\$ 124,176.00	7	-
jinning Yr 3	\$ 62.68	\$ 130,374.40		

	Step	Sergeant	Hourly	Annual
	-	Starting	\$ 35.00	\$ 72,800.00
	2	Beginning Yr 2	\$ 36.05	\$ 74,984.00
	က	Beginning Yr 4	\$ 38.10	\$ 79,248.00
	4	Beginning Yr 6	\$ 39.25	\$ 81,640.00
_	rD.	Beginning Yr 8	\$ 40.65	\$ 84,552.00
_	9	Beginning Yr 10	\$ 42.26	\$ 87,900.80
	7	Beginning Yr 12	\$ 43.88	\$ 91,270.40
-	ŀ			

Step	Major	Hourly	Annual
-	Starting	\$ 65.19	\$ 135,595.20
2	Beginning Yr 2	\$ 66.07	\$ 137,425.60

Socorro County Sheriff's Office pay and benefits

- Uncertified Deputy = \$19.50 hour
- Certified Deputy = \$20.83 to 26.04 hour, depending on experience
- BENEFITS:
- Insurance: County pays 82%, employee pays 18%
- PERA: County pays 2% of the employee contribution

Socorro Police Department pay and benefits

- \$24.00 hour uncertified
- \$26.00 certified
- PERA 5
- 80/20 health insurance

Hatch Police Department pay and benefits

Compensation

Police Officer, Certified (Non-Probationary) \$19.50

Police Officer, Certified (Probationary-6 months) \$18.00

Police Officer, Uncertified \$16.00

Incentive Pay:

Investigator- \$2.00 while assigned

Certified Bilingual- (50) cents

Codes enforcement- (50) cents

All bargaining units shall receive a minimum of three percent (3%) pay increase in their salary,

on the beginning of the fiscal year, which is July.

Past pay increases:

2022-\$1.50 increase 2021- \$3.00 increase 2020- 2% increa

Annual Leave -

Vacation will be accrued per pay period as follows based on continuous service:

Date of Hire to 120 months (up to 10 years) 3.69 hours

Over 120 months (over 10 years) 5.64 hours

Maximum accrual is 300 hours of vacation leave; These days carry a monetary value upon termination.

Leave:

Sick will be accrued per pay period as follows based on continuous service:

.69 Hours

You can accrue a maximum of 480 hours of sick leave; however, these days do not carry any monetary value upon termination.

aid holidays

All approved holidays

Employees required to work on a holiday will receive holiday pay at straight time for their normal work hours, plus time and one half for the hours actually worked on the hollday.

edical:

The Village of Hatch has a very rich benefit packet which offers the following:

Proposed Sierra County Sheriff's Office pay plan

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10 Step 11	Step 11	Step 12	Step 13	Step 14 Step 15	Step 15
adding 3.00															
Deputy	22.68	8 23.36	6 24.06	6 24.78	8 25.52	26.29	27.08	8 27.89	9 28.73	29.59	30.48	31.39	9 32.33	33.3	34.3
adding 2.25															
Investigator	23.94	4 24.66	6 25.4	4 26.16	6 26.94	27.75	28.58	8 29.44	30.32	31.23	32.17	33.14	34.14	35.15	36.2
adding 1.75															
Sergeant25.66	25.66	6 26.43	3 27.22	28.04	4 28.88	3 29.75	30.64	4 31.56	5 32.51	33.49	34.49	35.52	36.59	37.69	38.02
adding 1.50															
Captain	27.86	6 28.7	.7 29.56	6 30.45	5 31.36	32.3	33.27	7 34.27	7 35.3	36.36	37.45	38.57	7 39.73	40.92	42.15
3 % multiplyer															
Uncertified	\$19.50														

SCSO Current pay scale break down for FY 23/24

NOITISOR	HOURLY	BI-WEEKLY	YEARLY	PERA BIWEEK	PERA YEARLY	FICA BI WEEKLY	FICA YEARLY	MID HOURLY	BI WEEKLY	YEARLY	PER BI WEEKLY	PERA YEARLY	FIC BI WEEKLY	FICA YEARLY
Sheriff		1724.08	70826	535,28172	13917.32472	208.39212	5418.19512							
Under Sheriff		2587.87	67284.2	508,516455	13221.42783	297.97.2055	5147,27343							
Captain	26.36	2108.8	27414.4	414.3792	5386,9296	161.3232	2097.2016	26.89	2151.2	27965.6	422.7108	5495.2404	164.5668	2139.3684
Sgt. Trejo	2B.42		29556.8		5807.9112	173.9304	2261.0952	28.99	2319.2	30149.6	455.7228	5924.3964	177.4188	2306,4444
Sgt. Carreon	23.91		24866.4	375.8652	4886.2476	146,3292	1902.2796	24.39	1951.2	25365.6	383,4108	4984.3404	149.2668	1940,4684
Invet. Marin	22.23	1778.4			4542.9228	136.0476	1768,6188	22.67	1813.6	23576.8	356,3724	4632,8412	138.7404	1803.6252
Deputy Zagarski	21.72	1736.8	22578.4	341 2812	4436.6556	132.8652	1727.2476	22.14	1771.2	23025.6	348.0408	4524,5304	135.4968	1761.4584
Deputy Zavala	21.71		22578.4	341.2812	4436.6556	132.8652	1727.2476	22.14	1771.2	23025.6	348,0408	4524,5304	135.4968	1761.4584
Deputy Myers	21.72	1736.8	22578.4	341,2812	4436.6556	132.8652	1727.2476	22.14	1771.2	23025.6	348.0408	4524,5304	135.4968	1761.4584
Deputy Avalos	20.66	1652.8	21486.4	324.7752	4222.0776	126.4392	1643.7096	21.07	1685.6	21912.8	331,2204	4305,8652	128.9484	1676.3292
Vacant	21.71		22578.4	341.2812	4436,6556	132.8652	1727,2476	21.27	1701.6	22120.8	334,3644	4346.7372	130.1724	1692,2412
Vacant	17.12	1736.8	22578.4	341.2812	4435,6556	132.8652	1727,2476	21.27	1701.6	22120.8	334,3644	4346.7372	130.1724	1692.2412
Vacant	21.71				4436,6556	132.8652	1727.2476	23.27	1701.6	22120.8	334,3644	4346.7372	130.1724	1692,2412
Totals		25459.15	400024	5002,722975	78604.77495	1947.624975	30601.85895	4	20339.2	264409.6	3996.6528	51956.4864	1555.9488	20227,3344
Yearly Total		Salary		664433,4	LE. Pera	130561.2614 Fica	Fica	50829.1934						
Karen		1634.45	42495.6	168.34835	4377.0571	125.035425	3250.92105							
Brad	23.42	1873.6	24356.8		2508.7504	143.3304	1863,2952	23.89	1911.2	24845.6	196.8536	2559.0968	146.2068	1900.6884
Konni	15.41	1232.8	15025.4	126.9784	1650.7192	94.3092	1226.0196	15.72	1257.6	16348.8	129.5328	1683.9264	96.2064	1250.6832
Totals		4740.85	82878.8	488.30755	8536.5267	362.675025	6340.23585		3168.8	41194.4	326.3864	4243.0232	146.2068	3151,3716
Yearly Total	Salary	124073.2	32.	Civillan Pera	12779,5499		Fica	9491.60745						
Complete Totals	Salary	788506.6	6.6	Fica	60320,8008									
Elected official deduct	feduct	7175806	90											

Proposed pay scale break down for Fy 23/24

POSITION	HOURLY	BI-WEEKLY	YEARLY	PERA BIWEEK	PERA YEARLY	FICA BI WEEKLY F	FICA YEARLY	MID HOURLY	BI WEEKLY	YEARLY	PER BI WEEKLY	PERA YEARLY	FIC BI WEEKLY	FICA YEARLY
Sheriff		2724.08	70826	535,28172	13917,32472	208.39212	5418.19512							
Under Sheriff		2587.87	67284.2	S08.516455	13221,42783	197.972055	5147,27343							
Captain	27.86	2228.8	28974.4	437.9592	5693.4696	170.5032	2216.5416	28.7	2296	29848	451.164	5865.132	175.644	2283.373
at. Trejo	31.56	2524.8	32822.4	496.1232	6449.6016	193.1472	2510.9136	32.51	2600.8	33810.4	\$11.0572	6643.7435	198.9612	2586.495
Sgt. Carreon	25.66		26686.4	403.3752	5243.8776	157.0392	2041.5095	26.43	2114.4	27487.2	415.4796	5401.2348	161.7516	2102.7708
nvet. Marin	24.56	1972.8	l	387,6552		150.9192	1961.9496	25.4	2032	26416	399.283	5190,744	155.448	2020.824
Deputy Zagorski	25.52		26540.8	401.1744		156.1824	2030.3712	26.29	2103.2	27341.6	413.2788	5372.6244	160.8948	2091.6324
Deputy Zavala	24.06		1			147.2472	1914.2136	24.78	1982.4	25771.2	389.5416	5064.0408	151.6536	1971.4968
Deputy Myers	23.36			367.2192	4773.8496	142.9632	1858.5216	24.06	1924.8	25022.4	378.2232	4916.9016	147.2472	1914.2136
Deputy Avalos	23.36			367.2192	4773.8496	142.9632	1858,5216	24.06	1924.8	25022.4	378.2232	4916,9016	147.2472	1914.2136
Varaol	24.06	1924.8	25022.4	378.2232	4916.9016	147,2472	1914,2136	24.05	1924.8	25022.4	378.2232	4916.9016	147.2472	1914.2136
Vacant	24.06		1		4916,9016	147.2472	1914.2136	24.06	1924.8	25022.4	378.2232	4916.9016	147.2472	1914.2136
Vacant	24.06		ļ		4916.9016	147.2472	1914.2136	24.06	1924.8	25022.4	378.2232	4916.9016	147.2472	1914.2136
												\perp		2000
otals		27569.55	427459	5417,416575	83995,79175	2109.070575	32700.65175		22752.8	295786.4	4470.9252	58122.0276	1/40.5892	2262/,0330
rearly Total		Salary		723245.4	L E. Pera	142117,8194,Fica	ica	55328,3114						
out.		1634.45	42495.6	168.34835	4377.0571	125.035425	3250.92105							 -
Brad	23.42				2508.7504	143.3304	1863.2952	23.89	1911.2	24845.6	196.8536	2559.0968	146.2058	1900.68BA
Guni	15.41		16025.4	:	1650.7192	94.3092	1226.0196	15.72	1257.6	16348.8	129.5328	1683,9264	96.2064	1250.6832
otals		4740.85	82878.B	488,30755	8536.5267	362.675025	6340.23585		3168.8	41194.4	326.3864	4243,0232	146.2068	3151.3716
Yearly Total	Salary	124073.2		Civillan Pera	12779.5499		Fica	9491.60745	T					
Complete Totals	Salary	847318.6		Fiça	64819,9188									
Elected official deduct	deduct	776492.6	2.6						T					
										_				

Total Cost year (1)

ratel salary costs	
Current Budget Costs	
Elected Official Safary	\$70,826
Full Time Salaries	\$717,680.60
.E. PERA	\$130,561.26
ivilian PERA	\$12,779.55
FICA	\$60,320.80
Total Combined	\$992,168

Proposed raise with 3% multiplyer		
	Total Ir	Total Increase
Elected Official Salary	\$70,826	
Full Time Salaries	\$776,492.60	\$58,812.00
LE. PERA	\$142,117.82	\$11,556.56
Civillian PERA	\$12,779.55	\$0.00
FICA	\$64,819.92	\$4,499.12
Total Combined	\$1,067,036	\$74,868

Proposed pay scale year (2) break down

OSITIÔN	HOURLY	BI-WEEKLY	YEARLY	PERA BIWEEK	PERA YEARLY F	FICA BI WEEKLY	FICA YEARLY	MID HOURLY B	BI WEEKLY N	YEARLY	PER BI WEEKLY	PERA YEARLY	FIÇ BI WEEKLY	FICA YEARLY
Sheriff		2724.08	70826	535,28172	13917.32472	208.39212	5418.19512							
Juder Sheriff		2587.87	67284.2	508.516455	13221.42783	197.972055	5147.27343			2		il		
Captain	28.7	7 2296	29848		5865.132	175.644	2283.372	29.56	2364.8	30742.4	464.6832	6040.8816	5 180.9072	2351.7936
Sgt. Trejo	32.51	2600.8	33810.4	\$11.0572	6643.7436	198,9612	2586.4956	33.49	2679.2	34829.6	526.4628	6844.0164	1 204.9588	2664.4644
Sgt. Carreon	26.43	2114.4	27487.2	415.4796	5401.2348	161.7516	2102.7708	27.72	2177.6	28308.8	427.8984	5562,5792	166.5864	2165.6232
nvet. Marin	25.4	2032	26416	399.2	5190.744	155,448	2020.824	26.16	2092.8	27206.4	411.2352	5346,0576	160.0992	2081.2896
Deputy Zagorski	26.29	2103.2	27341.6	413.2788	5372.6244	160.8948	2091.6324	27.08	2166.4	28163.2	425.6976	5534.0688	165,7296	2154.4848
Deputy Zavala	24.78	1982.4	25771.2	389,5416	5064.0408	151.6536	1971.4968	25.52	2041.6	26540.8	401.1744	\$215.2672	156.1824	2030.3712
Deputy Myers	24.06	1924.8	25022.4	378.2232	4916.9016	147.2472	1914.2136	24.78	1982.4	25771.2	389.5416	\$064,0408	151.6536	1971.4968
Deputy Avalos	24.06	1924.8	25022.4	378,2232	4916.9016	147.2472	1914.2136	24,78	1982.4	25771.2	389,5416	5064,0408	151.6536	1971.4968
Vacant	24.06	1924.8	25022.4	378.2232	4916.9016	147.2472	1914.2136	24,06	1924.8	25022.4	378.2232	4916,9016	347.2472	1914.2136
Vacant	24.06	1924.8	25022.4	378.2232	4916,9016	147.2472	1914.2136	24.06	1924.8	25022.4	378.2232	4916.9016	147.2472	1914.2136
Vacant	24.06	1924.8	25022.4	378.2232	4916.9016	147.2472	1914,2136	24.06	1924.8	25022.4	378.2232	4916.9016	5 147.2472	1914.2136
						1			4					
									20000	003400	4620 0034	50431 7573	1778 C134	32122 6617
otals		28064.75	433897	5514.723375	CT09//00758	Z140,333373	C1971.55255		0.10267	2004400		l		
		Calan		736767.4	F Part	144682 5374 Fica	Fica	56326.7894	7				1	
agaily local		o di di												
Karen		1634.45	42495.6	168,34835	4377.0571	125,035425	3250.92105							
Brad	23.89	1911.2	24845.6	196.8536	3559.0968	146,2058	1900.6884	24.37	1949.6	25344.8	200.8088	2610.5144	149,1444	1938.8772
Konni	15.72			129.5328	1683.9264	96.2064	1250,6832	16.03	1282.4	16671.2	132.0872	1717.1336	98.1036	1275.3468
fotals		4803.25	83690	494.73475	8620.0803	367.448625	6402.29265		3232	42016	332.896	4327.648	149.1444	3214.224
fearly Total	Salary	125706		Civillian Pera	12947.7283		Fica	9616.51665						
Complete Totals	Salary	862003,4		Fica	65943,306									
Elected official deduct	deduct	791177.4	7.4		1									
	_													

Proposed pay scale year (3) break down

WCI Elsoo	HOIRRY	BI-WEEKLY	YEARLY	PERA BIWEEK	PERA YEARLY	FICA BI WEEKLY	FICA YEARLY	MID HOURLY	BI WEEKLY	YEARLY	PER BI WEEKLY	PERA YEARLY	FIC BI WEEKLY	FICA YEARLY
Sheriff		98	70826	535.28172	172	212								
Under Sheriff		2587.87	67284.2	508.516455	13221.42783	197.972055	5147.27343							
Captain	29.56	2364.8	30742.4		6040.8816	180.9072	2351.7936	30.45	2436	31668	47B.674	6222.762	186.354	3432.603
Sgt, Trejo	33,49	2679.2	34829.6		5844,0164	204.9588	2664.4644	34,49	2759.2	35869.6	542.1828	7048.3764	211.0788	2744.0244
Sgt. Carreon	27.22	2177,6	28308.8		5562.6792	166.5864	2165.6232	28.04	2243.2	29161.6	440.7888	5730.2544	171.6048	2230.8624
nvet. Marin	26.16		27206.4		5346,0576	160.0992	2081.2896	26.94	2155.2	28017.6	423.4968	5505,4584	164.8728	2143.3464
Deputy Zagorski	27.08		28163.2		5534.0688	165,7296	2154.4848	27.89	2231.2	29005.6	438.4308	5699.6004	170.6868	2218.9284
Deputy Zavala	25.52		2654D.B	401.174	5215.2672	156.1824	2030.3712	26.29	2103.2	27341.6	413.2788	5372.6244	160.8948	2091,6324
Deputy Myers	24.78		25771.2	389.5416	5064.0408	151.6536	1971,4968	25.52	2041.6	26540.8	401.1744	\$215.2672	156.1824	2030.3713
Deputy Avalos	24.78		25771.2	389,5416	5064.0408	151.6536	1971.4968	25.52	2041.6	26540.8	401.1744	5215.2672	156.1824	2030.3712
Vacant	24.06	1924.8	25022.4		4916.9016	147.2472	1914.2136	24.78	1982.4	25771.2	389.5416	5064.0408	151.6536	1971.4968
Vacant	24.06	1924.8	25022.4	378.2232	4916.9016	147.2472	1914.2136	24.78	1982.4	25771.2	389.5416	5064.0408	151.6536	1971.4968
Vacant	24.06		25022.4	378.2232	4916.9016	147,2472	1914.2136	24.78	1982.4	25771.2	389.5416	5064.0408	151.6536	1971.4968
atals		28573.55	440511	5614.702575	86560,50975	2185.876575	33699.12975		23958.4	311459.2	4707,8256	61201.7328	1832.8176	23826.6288
Yearly Total		Salary		751970.2	LE. Pera	147762,2426 Fica	Fica	57525.7586						
Caren		1634.45	42495.6	168.34835	4377.0571	125,035425	3250.92105							j
Brad	24.37	1949.6	25344.8		2610.5144	149.1444	1938.8772	24.86	1988.8	25854.4	204.8464	2663.0032	152.1432	1977,8616
Konni	16.03	1282.4	16671.2		1717.1336	98.1036	1275.3468	16.35	1308	17004	134.724	1751.412	100.062	1300.800
Totals		4866.45	84511.6	501.24435	8704.7051	372.283425	6465.14505		3296.8	42858.4	339.5704	4414,4152	152.3432	3278.6676
Yearly Total	Salary	127370	70	Çivillian Pera	13119,1203		Fica	9743.81265						
omplete Totals	Salary	879340.2		Fiza	67269.5712									
Elected official deduct	deduct	808514.2	4.2											

Proposed pay scale year (4) break down

NOILION	HOURLY	BI-WEEKLY	YEARLY	PERA BIWEEK	PERA YEARLY	FICA BI WEEKLY	FICA YEARLY	MID HOURLY B	B! WEEKLY	YEARLY	PER B! WEEKLY	PERA YEARLY	FIC BI WEEKLY	FICA YEARLY
Sheriff		2724.08	70826	535.28172	13917.32472	208.39212	5418.19512							
Jnder Sheriff		2587.87	67284.2	508.516455	13221.42783	197.972055	5147.27343							
Captain	30.45	2436	31668	478.5	6222.762	186.354	2422.602	31.36	2508.8	32514.4	492,9792	6408.7296	191.9232	2495.0016
Sgt. Treip	34.49	2759.2	35869.6	542.1828	7048,3764	211.0788	2749,0249	35.52	2841.6	36940.8	558.3744	7258.8672	217.3824	2825.9712
Sgt. Carreon	28.D4	2243.2	29161.6		5730.2544	171.6048	2230.8624	28.88	2310.4	30035.2	453,9936	5901.9168	176.7456	2297.6928
nvet, Marin	26.95	2156	28028		5507.502	164.934	2144.142	27.75	2220	28860	436.23	\$ \$670.99	169.83	2207.79
Deputy Zagorski	27.89	2231.2	~		5699.6004	170.6868	2218.9284	28.73	2298.4	29879.2	451.6356	5871.2628	175.8276	2285.7588
Deputy Zavala	26.29		27341.6	:	5372.5244	160.8948	2091,6324	27.08	2166.4	28163.2	425.6976	5534.0688	165,7296	2154.4848
Deduty Myers	25.52	2041.6	26540.8	401.17	5215.2672	156.1824	2030.3712	26.29	2103.2	27341.6	413.2788	8 5372.6244	160,8948	2091.6324
Deputy Avalos	25.52	2041.6	26540.8		5215.2672	156.1824	2030.3712	26.29	2103.2	27341.6	413.2788	8 5372.6244	160,8948	2091.6324
Vacant	24.78			389.54	5064.0408	151,6536	1971,4968	15.52	2041.6	26540.8	401.1744	5215.2672	156.1824	2030.3712
Vacant	24.78	1982.4	25771.2	389.5416	5064.0408	151.6536	1971,4968	25.52	2041.6	26540.8	401.1744	\$ 5215.2672	156.1824	2030.371
Vacant	24.78		25771.2	389.54	5064.0408	151.6536	1971.4968	25.52	2041.6	26540.8	401.1744	\$215,2672	156.1824	2030.3712
								r.						
atals		29271.15	449580	5751,780975	88342.52895	2239.242975	34392.89295		24576.8	320798.4	4848.9912	63036.8856	1887,7752	24541.0776
Yearly Total		Salary		170378.2	LE. Pera	151379.4146Fica	Fica	58933.9706						
Karen		1634.45	42495.6	168.34835	4377.0571	125.035425	3250.92105							
Brad	24.86	1988.8	25854.4	204.84	2663.0032	152.1432	1977.8616	25.36	2028.8	26374.4	208,9664	2716.5632	155.2032	2017.6416
Konni	16.35	1308	17004	134,7.	1751.412	100.062	1300.806	16.68	1334.4	17347.2	137.4432	1786.7616	102.0816	1327.0608
					,									
Fotals		4931.25	85354	507.91875	8791.4723	377.240625	6529,58865		3363.2	43721.6	346.4096	4503.3248	155.2032	3344.7024
Yearly Total	Salary	129075.6		Civillian Pera	13294,7971		Fica	9874.29105						
Complete Tatals	Salary	899453.8		Fica	68808.2616									
Elected official deduct	deduct	828627.8	7.8											
	-													

Proposed pay scale year (5) break down

NOLLSON	HOURLY	3I-WEEKLY	YEARLY	PERA BIWEEK P	PERA YEARLY	FICA BI WEEKLY	FICA YEARLY	MID HOURLY	BI WEEKLY	YEARLY	PER BI WEEKLY	PERA YEARLY	FIC BI WEEKLY	FICA YEARLY
Sheriff		2724.08	3 20826	535.28172	13917.32472	208.39212	5418.19512							
Inder Sheriff		2587.87	67284.2	508.516455	13221.42783	197,972055	5147.27343							
Captain	31.36	2508.8	32614.4	492.9792	6408.7296	191.9232	2495.0016	32.3	2584	33592	507.756	6600.828	197.676	2569.788
Sgt. Trejo	35.52		36940.8		7258.8672	217.3824	2825.9712	36.5	2920	37960	573.78	7459.14	223.38	2903.94
5gt, Carreon	28.88	2310.4	30035.2		5901.9168	176.7456	2297.6928	29.75	2380	30940	467.67	7 6079.71	182.07	2366.91
nvet. Marin	27.75	2220	28860		5670.99	169.83	2207.79	28.58	2286.4	29723.2	449.2776	5840.6088	174,9096	2273.8248
Deputy Zagorski	28.73	2298.4	29879.2	4	5871.2628	175.8276	2285.7588	29.59	2367.2	30773.6	465,1548	8 6047.0124	181.0908	2354,1804
Deputy Zavala	27.08				5534.0688	165.7296	2154,4848	27.89	2231.2	29005.6	438.4308	5699.6004	170.6868	2218.9284
Deauty Myers	26.29					160.8948	2091.6324	27.08	2156.4	28163.2	425.6976	5534.0688	165,7296	2154,4848
Deputy Avalos	26.29		27341.6		5372.6244	160.8948	2091.6324	Z7.08	2156,4	28163.2	425.6976	5 5534.0688	165.7296	2154,4848
Vacant	25.52	2041.6	5 26540.B	401.1744	5215.2672	156.1824	2030.3712	26.29	2103.2	27341.6	413.2788	5372.6244	160.8948	2091.6324
Vacant	25.52	2041.6	5 2654D.B			156.1824	2030.3712	26.29	2103.2	27341.6	413,2788	5372.6244	160.8948	2091.6324
Vacant	25.52	2041.6	l		5215.2672	156,1824	2030.3712	26.29	2103.2	27341.6	413,2788	5372.6244	160.8948	2091.6324
otals		29988.75	458909	5892.789375	90175,63815	2294.139375	35106.54615		25411.2	330345.6	4993,300B	64912.9104	1943.9568	25271.4384
Yearly Total		Salary		789254.2	LE. Pera	155088.5486Fica	Fica	60377,9846						
								-						
Karen		1634.45	42495.6	168,34835	4377.0571	125,035425	3250.92105							
Brad	25.36	2028.8	26374.4		2716.5632	155.2032	2017,6416	25.87	2069.6	26904.8	213,1698	2771.1944	158 3244	2058.2172
Konni	16.68	1334.4	17347.2	137.4432	1786.7616	102.0816	1327.0608	17.01	1360.8	17690.4	140.1624	1822.1112	104.1012	1353.3156
									4 4444	L HOUSE	0.00	ACG SUCC	AACE ALL	3411 4308
Totals		4997.65	86217.2	514.75795	8880.3819	382,320225	6595.62345		3430.4		259.551			
Yearly Total	Salary	130812.4	12.4	Civillan Pera	13473,6875		Fica	10007.1563						
Complete Totals	Salary	920066.6	56.6	Fica	70385.1408									
Elected official deduct	deduct	849240.6	10.6											
	-	Ĺ	_	_										

Proposed pay scale 5 year projected cost increase by year

Year 1		Incre	Increase from current	ant scale	\$69,731
		_			
Elected Official Salary	, L		\$70,826		
Full Time Salaries			\$776,492.60	_	
L.E. PERA			5142,117,82	2	
Civilian PERA			\$12,779.55		
FICA			\$64,819.92	~	
Total Combined			\$1,067,036		
			-		
Year 2					
				Total Increase	
Elected Official Salary	ary.		570.826	10	
Full Time Salaries			\$791,177.40		\$14,684.80
LE. PERA			\$144,683		\$2,564.72
Civilian PERA	1		\$12,947.73	_	5168.10
FICA			\$65,943		\$1,123.39
Taral Combined			\$1.085.577		\$18,541.09
			_		
Year &					
				Total Increase	
Sected Official Salary	۵		\$70,826	_	
Full Time Salaries			\$808,514,20		\$17,336.80
LE PERA			\$147,762.25	25	\$3,079.71
Civillian PERA			\$13,119.12		\$171.39
FICA			\$67,269.57	,	\$1,326,26
Total Combined			\$1,107,491		\$21.934
			-	H	
Year 4					
				Total Increase	
Elected Official Salary	ary		\$70,826	is	
Full Time Salaries			\$828,627.80	0	\$20,113.60
LE. PERA			\$151, 379.41		83,617.16
Civillian PERA			\$13,294,80	^	\$175.68
25			\$68,808.26		51,538.69
Total Combined			\$1,132,936		\$25,445
		-			
Year 5					
Elected Official Salary	à,		\$70,826	-	
Full Time Salaries			5849,240.60	0	\$20,612,80
L.E. PERA			\$155,088.55	110	\$3,709.14
Civillian PERA			\$13,473,69		\$378.85
FICA			570,385,34	-	\$1.576.BB
Total Combined			\$1,159,014		\$26,078
The same of the same of					

Current pay scale to proposed pay scale 5 year difference

5 Year Budget Difference	Vifference	
urrent Budget Costs	Costs	
Elected Official Salary	Salary	\$70,826
Full Time Salaries	es	\$767,278.20
E. PERA		\$138,987.02
Civilian PERA		\$13,471.55
iCA		\$64,115.02
otal Combined	i.	\$1,054,678

Proposed raise with 3% multiplyer	rith 3% multiply	/er				
				_	Total Increase	
Elected Official Salary	alary			\$70,826		
Full Time Salaries			44	\$849,240.60		\$81,962.40
L.E. PERA			\$	155,088.55		\$16,101.53
Civillian PERA		1		\$13,473.69		\$2.14
FICA				\$70,385.14		\$6,270.12
Total Combined			-	\$1,159,014		\$104,336

Proposed Lateral Hire Pay Schedule

- Give one pay step increase for every two years of certified law enforcement experience, to a maximum of step 5.
- In addition to years of service, give one pay step increase for every 500 hours of advanced training, to a maximum of 2 pay steps.
- Give one pay step increase for an associates or bachelors degree, and two pay step increases for a masters or doctorate degree.
- Cap the Lateral Hire step increase at step 7, regardless of years of service, advanced training hours, or higher education.

Sierra County Sheriff's Office Salary Plan 2023

				•	Seria Co	unity sole		ce salary	rend county silening contra saidly right 2023						
POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
				L.				<						,	
Deputy	22.68	3 23.36	24.06	24.78	25.52	26.29	27.08	27.89	28.73	29.59	30.48	31.39	32.33	33.3	34.3
					1										
Investigator	23.94	1 24.66	25.4	26.16	26.94	27.75	28.58	29.44	30.32	31.23	32.17	33.14	34.14	35.15	36.2
Sergeant	25.66	5 26.43	27.22	28.04	28.88	29.75	30.64	31.56	32.51	33.49	34.49	35.52	36.59	37.69	38.02
															-
Captain	27.86	5 28.7	29.56	30.45	31.36	32.3	33.27	34.27	35.3	36.36	37.45	38.57	39.73	40.92	42.15
								**			7				
									j			1			
Uncertified	\$19.50														
												7 7		1	



SIERRA COUNTY, NEW MEXICO ORDINANCE NO. 23-002

AN ORDINANCE PROVIDING FOR THE COLLECTION, STORAGE AND DISPOSAL OF SOLID WASTE; ESTABLISHING AN EXCLUSIVE RESIDENTIAL AND COMMERCIAL SOLID WASTE FRANCHISE; ESTABLISHING AND IMPOSING A DISPOSAL FEE AND ELECTRONIC CARD SYSTEM; PROHIBITING THE UNLAWFUL DISPOSAL OF SOLID WASTE; PROVIDING FOR PENALTIES AND ENFORCEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Sierra County Commission has the responsibility to protect the health, safety and welfare of the citizens of Sierra County, New Mexico; and,

WHEREAS, the Commission desires to additionally prevent the spread of disease, prevent the creation of nuisances, conserve the natural resources and maintain the natural beauty of the County's environment; and,

WHEREAS, the Sierra County Commission desires to provide for the efficient, economical, and environmentally sound disposal and regulation of Solid Waste within the County; and

WHEREAS, the Sierra County Board of Commissioners has determined that it is necessary to adopt the powers in NMSA 1978 Sections 4-56-1 through 4-56-3 (1971) for the storage, recycling, collection and disposal of solid waste; and,

WHEREAS, the Sierra County Board of Commissioners is delegated the authority pursuant to NMSA 1978, Section 4-56-1, et seq., to "establish and maintain, manage and supervise a system of storage, collection and disposal of all refuse"; and,

WHEREAS, NMSA 1978, Section 4-56-3 (E) (1971) provides that "[i]f the board of county commissioners has acted under this section to establish one or more sanitary landfill sites and is regulating the disposal of refuse in the county, it may establish, assess and collect fees from persons using the refuse disposal sites."; and,

WHEREAS, 20.9.2.9 (B) NMAC states that "[t]he state, and each municipality, county, or cooperative association shall provide a means to dispose of solid waste generated within its respective jurisdiction that has been approved by the secretary [];" and,

WHEREAS, the Sierra County Board of Commissioners finds that it is necessary to provide for the efficient and sanitary collection, recycling, transportation and disposal of solid waste, construction and demolition debris; to control litter in Sierra County, and to protect the health, welfare and safety of the citizens of Sierra County; and,

WHEREAS, the Sierra County Commission has found and determined that control and regulation of the use of the County Solid Waste disposal methods is necessary for the protection of the public health and that it is necessary to conserve available solid waste disposal capacity as a public resource; and

WHEREAS, the Sierra County Commission has found and determined that Solid Waste Management and Disposal procedures as established and practiced to date in the County have proven economically unviable.

NOW THEREFORE BE IT APPROVED, ADOPTED AND ORDAINED BY THE BOARD OF COMMISSIONERS OF SIERRA COUNTY, NEW MEXICO THAT:

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Section I. Short Title.

This Ordinance may be cited as the "Solid Waste Management Ordinance," and shall be referred to herein as the "Ordinance."

Section II. Solid Waste Disposal Fee and Electronic Card System.

A Solid Waste Disposal Fee and Electronic Card System is hereby established and imposed on all Solid Waste generated in Sierra County.

Section III. Authority.

This Ordinance is enacted pursuant to the authority granted to counties to provide for the safety and preserve the health of the residents of the county as set forth in Section 4-37-1 NMSA 1978; the authority provided in Sections 4-56-1 through 4-56-3 NMSA 1978, which authorizes the county to establish and maintain, manage and supervise a system of storage, collection and disposal of all refuse; and the authority provided in Sections 3-36-1 through 3-36-7 NMSA 1978, which enables the county to attach liens.

Section IV. Definitions.

As used in this Ordinance:

- A. Clean Fill broken concrete, brick, rock, stone, glass, reclaimed asphalt pavement, or uncontaminated soil generated from construction and demolition activities. Reinforcement materials which are an integral part, such as rebar, are included. Clean fill must be free of other solid waste or hazardous waste.
- B. Commercial Property Owner- the owner of property assessed by the Sierra County Assessor as commercial.
- C. Composting the process by which biologic decomposition of organic solid waste is carried out under controlled conditions. The process stabilizes the organic fraction into a material which can be easily and safely stored, handled and used in an environmentally acceptable manner.
- D. Construction & Demolition (C & D) Debris material generally considered to be water insoluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing materials, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure and includes rocks, soil, tree remains, trees and other vegetative matter that normally results from land clearing. If construction and demolition debris is mixed with any other type of solid waste, it loses its classification as construction and demolition debris. Construction and demolition debris does not include liquids, including, but not limited to, waste paints, solvents, sealers, adhesives; asbestos or potentially hazardous materials.
- E. County Commission the Sierra County Board of Commissioners, the duly constituted governing body of Sierra County.
- F. County Manager the chief administrative assistant to the Sierra County Board of Commissioners.

- G. County Road Superintendent the Sierra County employee is responsible for the administration of the Sierra County Solid Waste Program.
- H. County Transfer Station a facility maintained and operated by the County, for the benefit of the citizens of Sierra County, which handles solid waste in large containers or vehicles for transfer to a State and Federally authorized landfill. NOTE: locations of Transfer Stations may be changed from time to time as determined by the Board of Commissioners for Sierra County.
- I. Disposal Unit-means one cubic yard of Solid Waste.
- J. Franchise- the authorization granted by the County to a single person enabling the franchisee to operate a solid waste disposal business in the unincorporated area of the County.
- K. Garbage includes all waste food, swill, carrion, slops and all waste from the preparation, cooking and consumption of food and from the handling, storage and sale of food products and the carcasses of animals.
- L. Household Waste- any solid waste including garbage and trash, derived from household including single and multiple residences, residential property with trailer hookups, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day use recreation areas.
- M. Hauler any person transporting solid waste by whatever means for the purpose of disposing of the solid waste in a solid waste facility, except that the term does not include an individual transporting solid waste generated on or from his residential premises for the purpose of disposing of it in a solid waste facility.
- N. Litter solid waste or debris found in public areas or generated while traveling in a motor vehicle.
- O. Property Owner or Owner the person or persons identified as the owner of real property, as described on a real property deed or as listed as the owner of record in the Assessor's Office, whether residing on said property or not, the property being located within Sierra County and outside the corporate boundaries of the municipalities of any incorporated municipality within the County.
- P. Person any individual, partnership, company, corporation, firm, association, trust, estate, state and federal agency, institution, county, city, town village, or municipality or other legal entity, however organized.
- Q. Premises a structure, whether designed for residential or commercial use, located on any real property within Sierra County and outside the corporate limits of any municipality within the County.
- R. Resident-an individual identified as residing within the boundaries of Sierra County.
- S. Residential Property Owner- the owner of property assessed by the Sierra County Assessor as residential.
- T. Responsible Party- the owner of any premises, whether vacant, improved or unimproved, used primarily for either a private residence or for a business purpose, who is responsible for collection and/or disposal of solid waste on that premises.
- U. Refuse includes garbage and rubbish.
- V. Rubbish includes all junked parts or bodies of automobiles, tires, waste paper, paper cartons, tree branches, yard trimmings, discarded furniture, tin cans, dirt, ashes, bottles and all other unwholesome material of every kind not included as garbage.

- W. Solid Waste means any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility and other discarded material, including solid, liquid, semisolid or contained gaseous material resulting from industrial, commercial, mining and agricultural operations and from community activities. "Solid waste" does not include:
 - 1. drilling fluids, produced waters and other non-domestic wastes associated with the exploration, development or production, transportation, storage, treatment or refinement of crude oil, natural gas, carbon dioxide gas or geothermal energy;
 - 2. fly ash waste, bottom ash waste, slag waste and flue gas emission control waste generated primarily from the combustion of coal or other fossil fuels and wastes produced in conjunction with the combustion of fossil fuels that are necessarily associated with the production of energy and that traditionally have been and actually are mixed with and are disposed of or treated at the same time with fly ash, bottom ash, boiler slag or flue gas emission control wastes from coal combustion;
 - waste from the extraction, beneficiation and processing of ores and minerals, including phosphate rock and overburden from the mining of uranium ore, coal, copper, molybdenum and other ores and minerals;
 - 4. agricultural waste, including, but not limited to, manures and crop residues returned to the soil as fertilizer or soil conditioner;
 - 5. cement kiln dust waste;
 - 6. sand and gravel;
 - solid or dissolved material in domestic sewage or solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, <u>33 U.S.C.</u> <u>Section 1342</u> or source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954, <u>42 U.S.C. Section 2011 et seq.</u>;
 - 8. densified-refuse-derived fuel; or
 - 9. any material regulated by Subtitle C of the federal Resource Conservation and Recovery Act of 1976, substances regulated by the federal Toxic Substances Control Act or low-level radioactive waste;
- X. Solid Waste Electronic Card- means an electronic card on which a dollar value for the disposal solid waste has been loaded. The electronic card will be debited per established disposal fee schedule when the solid waste is delivered to, measured and accepted by any convenience center in Sierra County.
- Y. Solid Waste Disposal Fee- means fee charged by Sierra County or Solid Waste Contractor per the solid waste disposal fee schedule for the disposal of solid waste in Sierra County.
- Z. Solid Waste Contractor- means a person or company selected by the County through a competitive process to operate the County's solid waste program.
- AA. Solid Waste Facility means any public or private system, facility, location, improvements on the land, structures or other appurtenances or methods used for processing, transformation, recycling or disposal of solid waste, including landfill disposal facilities, transfer stations, resource recovery facilities, incinerators and other similar facilities not specified, but does not include equipment specifically approved by

order of the director to render medical waste noninfectious or a facility which is permitted pursuant to the provisions of the Hazardous Waste Act and does not apply to a facility fueled by a densified-refuse-derived fuel that accepts no other solid waste.

Section V. Accumulation of Solid Waste, Litter and C & D Debris; Removal; Penalty

- A. No person shall permit to accumulate any solid waste, litter or C & D debris on property owned, leased or occupied by that person within two-hundred (200) feet of another occupied premises, except in covered water-tight containers made of metal or plastic.
- B. No person shall throw, place, dump, or dispose of any solid waste, litter, or C & D debris on any road, street, gutter, sidewalk or alley, or on any public property or another's private property.
- C. No person (whether owner, tenant, lessee, manager or other person) shall permit any solid waste, litter or C & D debris or any composition or residue thereof which is in an unsanitary condition or hazardous to public health to remain upon the property under the person's control.
- D. No person shall cast, place, sweep or deposit any solid waste, litter, or C & D debris in such a manner that it may be carried or deposited by the elements upon any road, street, sidewalk, alley, sewer, parkway or other public place or private property within the County.
- E. Any accumulation of solid waste, litter, or D & D debris is a violation of the terms of this Ordinance and is hereby declared to be a nuisance and is unlawful.
- F. Subject to any limitations or otherwise provided by law, the Sheriff or a County Code Enforcement Officer or designated employee is authorized, upon issuance of a warrant, to inspect any property where he has probable cause to suspect that unlawful accumulations of solid waste, litter or C & D debris may exist.
- G. If, upon the basis of such inspection, the Sheriff or a County Code Enforcement Officer or designated employee finds that a violation of Subsections (A) through (E) of this Section exists, he shall notify in writing the person in control of the property (whether owner, tenant, lessee, manager or other person) to correct such violation within a designated period of time, from ten (10) days up to thirty (30) days.
- H. Upon the failure, neglect or refusal of any person, owner, tenant, lessee, manager or occupant of the property to correct any such violations within the time prescribed (or within five [5] days of the return of such prescribed notice as undeliverable if the notice is served by mail), the County Commission shall contract for the correction by the County, at the expense of the person, owner, tenant, lessee, manager or occupant in charge of the property.

- If the Sheriff or designated employee finds that the unlawful accumulation of solid waste, litter or C & D debris presents a clear and present danger to the public health, safety and welfare, and immediate measures are required to alleviate this clear and present danger, the County Manager may waive the ten (10) day notification period.
- J. Costs for correction of an unlawful accumulation of solid waste, litter, or C & D debris shall be determined on the basis of labor hours worked, equipment utilized in the clean-up at a customary rental rate per day, plus any direct cost paid by the County to correct the violation.
- K. The County Manager shall maintain files of the inspections, notices and actions taken pursuant to this Section. Costs incurred by the County in undertaking corrective actions shall be documented and the files shall be open for public review during normal business hours.

Section VI. Illegal Disposal.

It shall be unlawful for any person to dispose of Solid Waste or C & D debris in any manner other than disposal in a County Transfer Station, Landfill or as otherwise authorized by New Mexico law as described in NMSA 1978, Section 74-9-31 (B) (1995) relating to solid waste generated the property.

Section VII. Prohibited Materials and Acts.

No person shall:

- A. Dispose of petroleum waste, sludge, domestic sewage, treated domestic sewage (which does not meet the analytical criteria of Section 704 of the Solid Waste Management Regulations; SWMR-4), septage, hazardous wastes, radioactive waste, lead-acid batteries, and infectious waste or any materials regulated under the Federal Toxic Substances Control Act, including PCB's in County facilities.
- B. Dispose of bulk or non-containerized liquid waste unless; 1) liquid waste is household waste other than septic waste; or, 2) the container holding liquid waste is a small container similar in size to that normally found in household waste and the container is designed to hold liquids for use other than storage, and the waste is household waste.
- C. Place in County maintained solid waste facilities, any poisons, acids, caustics, chemicals, waste contaminated by infectious diseases, radioactive waste, toxic, highly flammable or explosive materials. Waste of these types shall be disposed of in accordance with any applicable state and federal laws or regulations, at the expense of the person accumulating the waste. [SEMR-4(107)]
- D. Dispose of any junk parts or bodies of automobiles, tires, trees, or appliances containing cooling units in County facilities except in areas expressly designated for the type of disposal.

- E. Dispose of solid waste within Sierra County except in containers designated for waste disposal or solid waste disposal facilities. Discarding of solid waste on the ground or premises not designated for disposal will be considered a violation of this Ordinance.
- F. Throw, dispose, or allow by any other manner any solid waste or litter on any road, street, gutter, sidewalk, alley, or open space.
- G. Dispose of any materials other than household type waste in dumpsters for regular collection.
- H. Dispose of live animals in County maintained solid waste facilities.
- I. Dispose of dead animals in any County maintained solid waste facility except in areas which have been designated for their disposal.
- J. Dispose of solid waste in County maintained facilities without having first paid the proper assessment fee or obtained a non-resident or bulky waste permit.

Section VIII. Solid Waste Disposal at County Transfer Stations.

After the effective date hereof a person in Sierra County:

- A. Shall not enter the area designated as a Solid Waste Transfer Station before the hour of its opening or after the hour of its closing or at any time on any day when said area is not open to the public.
- B. Shall not deposit, dump, or release garbage, refuse or waste materials of any kind in any area within a Transfer Station or adjacent to a Transfer Station at any time that the Transfer Station is not open to the public.
- C. Shall abide by the lawful instructions of any attendant as to the dumping of demolition, construction or other bulky materials including hazardous materials, toxic and radioactive wastes, motor vehicles, and appliances.
- D. Shall not deposit C & D waste, hazardous waste or tires (unless specifically authorized) at County Transfer Stations
- E. Solid waste deposited at any County Transfer Station shall be sealed in bags or closed containers
- F. No poisons, acids, caustics, chemicals, waste contaminated by infectious diseases, radioactive waste, dead animals, live pests, rocks, sand, dirt, C & D debris, toxic, highly flammable or explosive materials shall be placed in County solid waste containers, or be disposed of at County Transfer Stations. Such waste shall be disposed of in accordance

- with any applicable county, state and federal laws or regulations, at the expense of the person accumulating such waste.
- G. No yard waste, including grass and tree clippings, pine needles, leaves and cut weeds shall be placed in County solid waste containers or deposited at County Transfer Stations (unless specifically authorized on County clean-up days). Such waste shall be disposed of on the site on which it is generated or in an approved solid waste facility, or in accordance with any applicable county, state and federal laws or regulations, at the expense of the person accumulating such waste.

Section IX. Electronic Cards & Solid Waste Disposal Fees.

Any person may purchase and utilize an electronic card issued by the County or by a Solid Waste Franchisee, to use when disposing of solid waste at any of the County Transfer Stations.

- A. An electronic card shall be utilized to pay for disposal, the card may be pre-loaded with amounts desired by the user.
- B. An electronic card must be presented and debited at the Transfer Station prior to disposal of any solid waste at that Transfer Station during posted business hours.
- C. Each time a Person goes to a Transfer Station to dispose of solid waste, a Transfer Station staff member will debit the electronic card immediately prior to disposal of the solid waste in accordance with the Fee Schedule.
- D. When an electronic card has been drawn down to a zero balance, the Person will then be required to purchase more credits prior to disposal of any further solid waste at a Transfer Station.
- E. The County Manager or Solid Waste Franchisee is authorized to produce electronic cards.
- F. The County Manager or Solid Waste Franchisee is authorized to enter into agreements with retailers and other Persons to sell electronic cards.
- G. The County or Solid Waste Franchisee will replace lost or destroyed electronic cards with replacement electronic cards loaded with the same amount of credits that were on the electronic card at the time the card was lost or destroyed for a \$10.00 replacement fee.
- H. A cardholder will be allowed to dispose of solid waste per the Solid Waste Disposal Fee schedule adopted by Resolution by the Board of County Commissioners of Sierra County, and subject to a governmental GRT if the system is administered by the County or will be subject to County GRT and a 4% franchise fee if administered by a Solid Waste Contractor. The fees established by Resolution will also be subject to an annual increase based on the Consumer Price Index for All Urban Consumers (garbage and trash sub index) (CPI-U)". Mileage for Commercial Roll Offs will be subject to a fuel

surcharge calculated on the U.S. Energy Information Administration's U.S. On-Highway Diesel Fuel Prices on the 15th of each month with a baseline of \$1.25, July 15, 2021.

Section X. Uncovered or Unsealed Solid Waste Civil Penalty Fee.

Any solid waste delivered to a Transfer Station that is uncovered or not secured in bags shall result in a \$2.25 civil penalty fee to be assessed by the attendant against the electronic card.

Section XI. Transfer Station Availability.

The County Manager is hereby authorized to set the hours and days of operation for County Transfer Stations.

Section XII. Dumpster Rentals.

Dumpsters (solid waste containers) may be provided by Sierra County or a Solid Waste Franchisee for County functions such as the County Fair free of charge and hauled by the County. Dumpsters are available for use by private individuals or business upon the execution of a rental agreement on the form to be supplied by the County or Solid Waste Franchisee for such purpose and upon the payment of the fees as set and authorized by the County Manager or per a Solid Waste Agreement with a Solid Waste Franchisee.

Section XIII. Administration of this Ordinance.

- A. The County Manager, County Solid Waste Director or the Solid Waste Franchisee application and administration of this Ordinance by the Sierra County Solid Waste Department in any way involved in the administration of this Ordinance.
- B. Sierra County reserves to itself the right to execute any contract consistent with the terms of this Ordinance with any private, local, state or federal governmental entity to further the establishment, maintenance, management or supervision of its system to collect and dispose of solid waste generated in the unincorporated areas of the County.

Section XIV. Construction Sites & Transportation of Materials.

- A. Any person who has secured a state building permit shall, prior to commencement of any construction activity in the County, enter into a contract with the County or Solid Waste Franchisee to furnish and place a container on that property or provide a fenced area of suitable size and design to contain all solid waste and C &D debris which may be distributed or removed from the premises or property by wind or elements.
- B. No person generating solid waste or C & D debris shall allow solid waste or litter of any kind to be blown or be carried by the elements from the premises or property at which the building permit was secured.

- C. Any person engaged in construction or demolition shall remove the solid waste, litter, and C & D debris, including structural parts, from the construction site and contain their elements from scattering in the same manner as set out in section 10.2. C & D debris or solid waste shall be removed and disposed of within five (5) days of completion to an approved solid waste or C & D debris facility.
- D. Any person hauling solid waste, litter or C & D debris shall do so only in a covered or enclosed vehicle.

Section XV. Scavenging Prohibited.

- A. No person shall remove, collect, or disturb solid waste or C & D debris stored in or disposed of in a solid waste facility or solid waste container unless authorized by the County.
- B. No person shall remove any solid waste or C & D debris from a solid waste container and scatter the same upon any public or private property.

Section XVI. Ownership of Solid Waste.

All solid waste generated within or brought into the county is owned by and is the responsibility of the generator, until such time as the waste is deposited in a landfill or approved solid waste facility, or removed by a Solid Waste Franchisee except where state or federal requirements prohibit transfer of ownership. A licensed Solid Waste Contractor registered by NMED, who removes solid waste from a property, shall take ownership of the waste until it is taken to a landfill.

Section XVII. Powers of the County.

In connection with the operation of a solid waste collection system, the Sierra County Board of Commissioners may:

- A. Execute contracts on behalf of the County with any municipality, county or other unit in government, including any Solid Waste Authority, or any private entity for the collection, transportation and recycling or disposal of solid waste generated in the unincorporated areas of Sierra County.
- B. Regulate the collection, transportation and recycling or disposal of solid waste and C &D debris by any person within the unincorporated areas of Sierra County.
- C. Establish, assess and collect fees directly or through its authorized agent in responsible amounts designated herein.
- D. Coordinate the collection, transportation and recycling or disposal of solid waste and C &D debris in consultation with the New Mexico Environment Department.

E. Enter into an agreement with a Solid Waste Contractor to provide county solid waste disposal services.

Section XVIII. Penalties.

- A. Persons violating this Ordinance shall, upon conviction, be subject to a fine not to exceed THREE HUNDRED DOLLARS (\$300.00) and/or NINETY (90) days in jail for each separate offense except as set forth in Paragraphs 14.2 and 14.3 below.
- B. Persons violating this Ordinance by discarding or disposing of solid waste or litter on public or private property in any manner other than disposing it in and authorized container, convenience center, transfer station, landfill, or as otherwise prescribed by this Law, shall upon conviction, be subject to a fine not to exceed ONE THOUSAND DOLLARS (\$1,000.00) and/or NINETY (90) days in jail for each separate offense.
- C. Persons violating this Ordinance by illegally disposing of hazardous materials or waste in any manner other than as provided for in the Hazardous Waste Act and this Ordinance, shall upon conviction be subject to a fine not to exceed; FIVE THOUSAND DOLLARS (\$5,000.00) and/or NINETY (90) days in jail for each separate offense

Section XIX. Prosecution.

Prosecution of violations of this Ordinance may be commenced by the filing of a criminal complaint or issuance of a citation charging the violation. Criminal Complaints or citations may be filed/ issued by the Sheriff, a code enforcement officer of the county or an employee or employees of the county authorized by the board of county commissioners to issue such citations. NMSA 1978, Section 4-37-3 (1993).

Section XX. Franchise Required.

It shall be a violation of this Ordinance for any Person to engage in the business of residential or commercial solid waste disposal without a franchise from the County. In addition to the criminal penalties set forth in the Ordinance the County may seek and injunction to require the Person to cease operations and to seek damages.

Section XXI. Repeal of Previous Ordinances and Resolutions.

Sierra County Ordinance 16-007 is hereby repealed, as well as all other County Ordinances or Resolutions relating to Solid Waste Disposal which are in conflict with the above provisions, by the adoption of this Ordinance.

Section XXII. Savings Clause.

If any article, section, paragraph, clause, word or phrase of this Ordinance is held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

Section	XXIII.	Effective Date	
Decrion		Ellective Date	

This Ordinance shall be effective the later of thirty (30) days from the date it is filed with the County Clerk after adoption by the Board of County Commissioners.

PASSED, APPROVED AND ORDAINED this 20th day of June 2023 in the County of Sierra, in the City of Truth or Consequences, New Mexico.

Travis Day, Commissioner	
Hank Hopkins, Commissioner	
James Paxon, Commissioner	
Attest:	
Shelly K. Trujillo	
Sierra County Clerk	