

**AGREEMENT FOR INMATE CONFINEMENT
BETWEEN
THE COUNTY OF COLFAX AND CITY OF RATON**

This agreement is entered into by and between the County of Colfax, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and the City of Raton (hereinafter referred to as the "the Contractor.")

Recitals

WHEREAS the Contractor needs a facility for the incarceration, care, and maintenance of persons charged with or arrested for violation in the Contractor's county, arrested by the Contractor's law enforcement officials, or arrested by other law enforcement agencies within the Contractor's jurisdiction; and

WHEREAS the County owns and operates the Vigil-Maldonado Adult Detention Center (VMDC) which from time to time, has vacant bed space; and

WHEREAS the County is willing to incarcerate the Contractor's detainees on a space available basis.

NOW, THEREFORE, IT IS MUTUALLY AGREED, by both parties as follows:

1. Housing of detainees. The county agrees to house persons awaiting indictment or trial on behalf of the Contractor from time-to-time as space is available in the County's Colfax County detention center (VMDC), upon the conditions and terms set forth below. The Contractor agrees that any such person so housed at the VMDC is either a person temporarily imprisoned while being conveyed or awaiting conveyance to a county jail in the Contractor's County or a person whose life is in imminent danger in the present place of incarceration, as specified in NMSA 1978, Sections 33-3-13 and 33-3-14, and the contractor agrees in any event that any persons housed at the VMDC meet the minimum criteria established by these statutes and agrees to compensate the County for the housing as set forth in the next paragraph.
2. Conditions of housing. The County will house all detainees consistent with its prevailing policies, post orders and other routine practices, and will follow the Adult Detention Professional Standards established by the New Mexico Association of Counties. In addition, allegations of sexual misconduct up to and including sexual violence within the facility, VMDC will provide video/computer court capability to Contractor.
3. Medical Care
 - a. Routine Care: VMDC shall provide only routine and ordinary medical care to a City of Raton detainee without additional charge. Routine care is that which can be administered at the facility by VMDC staff. Routine and ordinary care EXCLUDES pharmacy and prescription services, lab tests, x-rays, specialist consultation, treatment of severe chronic or life-threatening maladies, surgical procedures, hospital stays, and other similar care. Detainees transported to VMDC shall arrive with medical clearance and a brief medical history.

b. Extraordinary Care: Medical care NOT deemed by VMDC to be within the scope of routine and ordinary care or excluded medical services by VMDC shall be considered to be “extraordinary care” for purposes of this contract. Extraordinary care shall be the financial responsibility of the City of Raton. The expense associated with VMDC’s provision of extraordinary care shall be billed to the City of Raton at actual cost. A detainee appearing to require extraordinary care shall be evaluated by the Medical Director/Health Authority to determine the necessity and level of such extraordinary care. If extraordinary care is NOT urgent, VMDC shall notify the City of Raton as soon as practicable for further instructions. In the case of non-urgent extraordinary medical care, The City of Raton shall have three (3) business days from the day it receives notice from VMDC of its intention to provide extraordinary care to notify VMDC that it does not approve provision of such services. If VMDC does not receive such notice of non-approval from The City of Raton within three business days, it shall be deemed that the City of Raton approved the provision of the extraordinary care described by VMDC. If detainee requires emergency attention, VMDC shall initiate immediate care, including transport to appropriate medical facility if necessary. In the event of emergency extraordinary care, VMDC shall notify the City of Raton of the emergency medical or mental health treatment of its detainee(s) within twenty-four (24) hours of same.

c. Medical Transportation. Colfax County shall bear the cost of medical transportation of a City of Raton detainee to a medical facility within Colfax County. The City of Raton shall bear the cost of medical transportation of its detainees to a medical facility outside Colfax County.

d. Although telephone numbers are provided to facilitate communication, all notifications, or approvals pursuant to this paragraph shall be documented by email to the addresses set out herein. A change in the contact information for either party for the purposes of this paragraph shall only be effective by notification.

VMDC

City of Raton

Warden Regina Slade

 Name (Primary)

 Name (Primary)

575-445-3691

 Telephone Number

 Telephone Number

575-707-0163

 After-hours Telephone Number

 After-hours Telephone Number

Monte Gore, County Manager
Name (Alternate)

Name (Alternate)

575-445-9661
Telephone Number

Telephone Number

575-707-0290
After-hours Telephone Number

After-hours Telephone Number

4. Transportation

- a. The City of Raton shall transport inmates to and from the City of Raton at its own cost.
- b. Illegal items and/or contraband found in a detainee's possession during the booking process will be confiscated and turned over to the City of Raton for additional charges, disposal, or destruction.

5. Compensation. The Contractor shall pay the County \$ 99.75, per full or partial calendar day for each Contractor detainee confined at VMDC. VMDC has the option to review and increase this Contract by mutual agreement of both parties, upon the anniversary date in an amount equal to five percent (5%) of the then current rate.

6. Invoices. The County shall bill the Contractor for all detainees housed at VMDC monthly and shall provide the Contractor a statement containing the names of the Contractor's detainee(s) with their booking number and dates of incarceration, so the total number of days billed and the total Contractor detainee costs for the month. The Contractor shall pay the bill within thirty (30) days of receipt.

7. Term. This agreement shall become effective when signed by both parties. The initial term of the agreement is one year/ 12 months. Unless either party provides thirty days written notice to the other party of its intent not to renew the agreement, the agreement will automatically be renewed for a one-year period, not to exceed a total of four (4) years.

8. Termination. This agreement may be terminated by either party upon thirty (30) days written notice to the party, however, a termination shall not be effective until such time as all the Contractor's detainees have been removed from the VMDC. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If notice of termination is given by either party, the Contractor must pick up its detainees within the 30-day written notice period or be subject to a charge of (\$190.00) per day beginning on the 31st day. Upon termination of this agreement, the County is under no obligation to accept the Contractor's detainees.

9. No third-party beneficiaries. This agreement does not create, nor does either party to this agreement intend to create any right, title, or interest in or for the benefit of any person other than the County or the Contractor, and no person shall claim any right, title, or interest under this agreement or seek to enforce this agreement as a third-party beneficiary of this agreement or otherwise.

10. Insurance. The County maintains public liability insurance for its operation of the VMDC. The Contractor shall always maintain a policy of public liability insurance (or approved program of self-insurance) for its activities under this Agreement.

11. Liability. Each party shall be solely responsible for fiscal or other sanctions occasioned because of its own violation or alleged violation of requirements applicable to the performance of the agreement. Each party shall be liable for its actions subject to the immunities and limitation of the New Mexico Tort Claims Act.
12. Worker's compensation. The County shall comply with state laws and rules applicable to worker's compensation benefits for its employees.
13. Subcontracting. The County may subcontract the services to be performed under this agreement. If a person housed at the VMDC is transferred to another facility pursuant to a subcontract, the Contractor shall be notified within twenty-four (24) hours of the transfer. If the County subcontracts the services to be performed under this agreement, any such subcontractor shall be bound to the same terms as described herein.
14. Records and audit.
 - a. The County shall maintain detailed records and shall endeavor to ensure that billing statements are accurate and correspond to detainee housing and booking records. Such records shall be subject to inspection by the Contractor, the Department of Finance and Administration and the State Auditor.
 - b. The Contractor shall provide as requested all court and/or arrest documents necessary to justify the Contractor's detainee incarceration and shall furnish all criminal histories of Contractor detainees in custody at VMDC.
15. Amendments. This agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.
16. Scope of agreement. This agreement incorporated all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written agreement. No prior agreement, covenant or understanding verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.
17. Applicable law. This agreement shall be governed by the laws of the State of New Mexico.
18. Representation and warranties. The County hereby represents that it is in compliance with the Americans with Disabilities Act.
19. Non-discrimination. The County is an Equal Opportunity Employer.
20. Access by contractor. The Contractor, through permission of the Detention Administrator of VMDC, may inspect the conditions under which its detainees are detained at the VMDC. Access to VMDC shall be coordinated through the Detention Administrator or their designee.

21. Severability. Should any part of this agreement be determined invalid or unenforceable by a court, the remainder of this agreement shall not be affected and shall remain valid and enforceable to the fullest extent of the law.
22. Authority The individuals signing below on behalf of the parties hereby warrant and represent that they have full legal authority to bind the parties to this Contract and have taken whatever steps are required by law and their governing documents to do so. Electronically duplicated signatures shall be permitted and, if used, shall be binding. This Contract may be signed in duplicate originals bearing the signatures of fewer than all parties if all parties have signed at least one duplicate original.

IN **WITNESS WHEREOF**, the County and the Contractor have caused this agreement to be executed, said Agreement to become effective when signed by both parties.

COLFAX COUNTY, NEW MEXICO

_____	_____
Si Trujillo, Chairman	Date
_____	_____
Mary Lou Kern, Vice Chairman	Date
_____	_____
Bret Wier, Member	Date

ATTEST:

 Rayetta M. Trujillo (Colfax County Clerk
 (_____) County New Mexico

_____	_____
Contractor	Date

ATTEST:

 City Clerk

**COLFAX COUNTY, NEW MEXICO
ORDINANCE NO. 2023-02**

**AN ORDINANCE REGULATING THE SITING AND PERMITTING OF
WIRELESS TELECOMMUNICATION FACILITIES**

WHEREAS Colfax County has determined that the regulation of the siting of wireless telecommunications facilities is necessary to protect the health, safety and welfare of the citizens of Colfax County; and

WHEREAS Colfax County desires to minimize the negative impact Wireless Telecommunications Facilities may have on the citizens and real property use in Colfax County by promoting the use of existing Wireless Telecommunications Facilities and by ensuring new Wireless Telecommunications Facilities are compatible with the existing character and environment of the location of the Facility; and

WHEREAS Colfax County wishes to provide an efficient, stream-lined and fair process for the review and approval of potential Wireless Telecommunications Facilities; and

WHEREAS, pursuant to NMSA 1978 §§ 3-21-1 through 26 and §§ 4-37-1 through 13, and the Telecommunications Act of 1996, §704, 47 U.S.C. §332(c)(7), § 6409(a) of the Middle-Class Tax Relief and Job Creation Act of 2012 and recognizing the enactment of the New Mexico Wireless Consumer Advanced Infrastructure Act NMSA 1978 §§63-9—1 through 19, the Board of County Commissioners of Colfax County is empowered to enact regulations regarding the location, placement, construction, appearance, design, and modification of Wireless Telecommunications Antennae, Towers and other Wireless Telecommunications Facilities on lands and properties within the County.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLFAX COUNTY, AS THE GOVERNING BODY OF COLFAX COUNTY, NEW MEXICO, THAT THE CONTENTS OF THIS ORDINANCE No. 2023-02 BE IMPLEMENTED REGULATING THE SITING AND PERMITTING OF WIRELESS TELECOMMUNICATION FACILITIES:

Section 1. POLICY AND PROCEDURES

I. PURPOSE AND INTENT:

A. The purpose and intent of this Ordinance are to protect the health, safety, and welfare of the citizens of Colfax County by minimizing the negative impact of Wireless Telecommunications Facilities, by establishing a fair and efficient process for review and approval of applications per Federal, State, and Local Regulations, by encouraging the use of existing facilities, by promoting the improved appearance and functionality of any new facilities and ensuring that all new facilities are constructed using current technologies that are designed to conceal the site and to accommodate future growth.

II. DEFINITIONS:

A. Abandonment – cessation of use of a wireless support structure for wireless

- telecommunications activity for at least the minimum period specified by this Ordinance.
- B. Administrative Approval – approval that the Administrator or designee is authorized to give.
 - C. Administrator – the County Administrator/Manager, or his/her designee.
 - D. Applicant – a wireless provider, infrastructure owner, or their agent, who is an Applicant for a Wireless Telecommunications permit.
 - E. Antenna – communications equipment that transmits, receives or transmits and receives electromagnetic radio signals used in the provisions of wireless telecommunications services.
 - F. Carrier on Wheels (COW) – a portable, self-contained wireless telecommunications facility that can be moved to a location and set up to provide wireless services on a temporary or emergency base.
 - G. Colocation – placement or installation of wireless facilities on existing structures, including electrical transmission towers, water towers, buildings, and other structures capable of supporting wireless facilities' attachment in compliance with all applicable codes and standards.
 - H. Concealed Wireless Facility – any wireless facility that is blended as an architectural feature of any existing structure or any new wireless support structure designed to camouflage or hide the presence of antennas or towers so that the purpose of the Facility or wireless support structure is not readily apparent to casual observation.
 - I. Eligible Facility request – a request for modification or colocation of an existing wireless tower that involves new transmission equipment or replacement of transmission equipment but does not include a substantial change of the existing structure.
 - J. Existing structure – a wireless support structure erected before the application for an eligible facility request, colocation, or modification under this Ordinance capable of supporting wireless facilities' attachment. The term includes but is not limited to electrical transmission towers, buildings, and water towers. The term shall not include any utility pole.
 - K. Public Right-of-Way – an area of land owned or controlled by the County for the purposes of constructing, operating, and maintaining public facilities such as streets, alleys, sidewalks, bike paths, and landscaping for the needs of transportation, utilities, and other public infrastructure easements.
 - L. Rigorous Structural Analysis – May assume the structure is properly constructed and maintained; used to determine the final acceptance of proposed changes; must determine the overall stability and adequacy of the structural members, foundations, and connection details; foundation analysis must be site-specific; assumptions about details that

are not visible or cannot be discerned without extensive field testing is acceptable.

M. Set-back – the area in which a wireless support structure may be expected to fall in the event of a structural failure as defined by the Ordinance.

N. Small Wireless Facilities/Systems – One of several specialized systems that comprises mini-macro cells, Distributed Antenna Systems (DAS), or Wi-Fi Hot Spots specifically for outdoor coverage. Individual small cell sites typically cover a small radius (<2000'). However, they are used in conjunction with the "typical" cell sites or a group of other small cell sites, a system, to cover a broad area of dense usage requirements.

O. Substantial Change - Substantial Change for Eligible Facilities Request means a modification that substantially changes the physical dimensions of an Eligible Support Structure if, after the modification, the structure meets any of the following criteria:

1. For Towers, other than Alternative Tower Structures in the Right-of-Way or other towers in the Right-of-Way, it increases the height of the Tower by more than 10 percent or by the height of one additional Antenna array, with separation from the nearest existing Antenna not to exceed 20 feet, whichever is greater. For other Eligible Support Structures, it increases the height of the structure by more than 10 percent, or more than 10 feet, whichever is greater;
2. For Towers, other than Towers in the Right-of-Way, it involves adding an appurtenance to the body of the Tower that would protrude from the Tower more than 20 feet, or more than the width of the Tower structure at the level of the appurtenance, whichever is greater; for Eligible Support Structures, it involves adding an appurtenance to the body of the structure that would protrude from the side of the structure by more than six feet;
3. For any Eligible Support Structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or for Towers in the Right-of-Way and base stations, it involves installation of any new equipment cabinets on the ground, if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10 percent larger in height or overall volume than any other ground cabinets associated with the structure;
4. For any Eligible Support Structure, it entails any excavation or deployment outside the current Site;
5. For any Eligible Support Structure, it would defeat the concealment elements of the Eligible Support Structure. For the purposes of this subsection (K), a change which undermines the concealment elements of an Eligible Support Structure will be considered to defeat the

concealment elements, or;

6. For any Eligible Support Structure, it does not comply with conditions associated with the siting approval of the construction or modification of the Eligible Support Structure equipment, unless the non-compliance is due to an increase in height, increase in width, addition of cabinets, or new excavation that would not exceed the thresholds identified in paragraphs (1), (2), and (3) of this Definition. For purposes of determining whether a Substantial Change exists, changes in height are measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height are measured from the dimensions of the Tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to February 22, 2012.

P. Tower – a structure, guided or freestanding, that supports one or more antenna.

Q. Wireless Facility or wireless telecommunication facilities – the set of equipment and network components exclusive of the underlying wireless support structure, including but not limited to antennas, accessory equipment, transmitters, receivers, base stations, power supplies, cabling, and associated equipment necessary to provide wireless telecommunications services.

III. APPLICABILITY:

A. This Ordinance applies to all construction and expansion of wireless telecommunications facilities, except as provided in III B Exemptions

B. Exemptions:

- Fire, police, department of transportation, or other public service facilities owned and operated by Colfax County, local, state, or federal government.
- Any facilities expressly exempt from the jurisdiction's citing, building, and permitting authority.
- Over-the-Air reception devices, including the reception antennas for direct broadcast satellites (DBS), multi-channel, multipoint distribution (wireless cable) providers (MMDS), television broadcast stations (TVBS), and other customer-end antennas that receive and transmit fixed wireless signals and are primarily used for reception.
- Facilities exclusively for private, non-commercial radio and television reception and private citizen's bands, and other similar non-commercial telecommunications.
- FCC-licensed amateur radio facilities require Administrative Approval and are exempt from all ordinance requirements except reasonable screening, set-back, placement, construction, tower height, and health and safety standards per New

Mexico state law.

- Facilities that exclusively provide unlicensed spread spectrum technologies (such as IEEE 802.11a/b/g/n/ac/ax {Wi-Fi and Bluetooth}) where the Facility does not require a new tower.

All Wireless Facilities existing on the date of passage of the ordinance shall be allowed to continue their usage as they are presently approved. Routine maintenance shall be permitted on such existing Towers.

IV. PERMIT APPLICATION PROCESS AND OTHER REQUIREMENTS:

A. All Applicants for Special Use Permits and Conditional Special Use Permits shall comply with the requirements outlined in this Article.

B. The Board of County Commissioners of Colfax County designates the Colfax County Manager as the Administrator to whom applications for Special Use Permits and Conditional Special Use Permits must be made. The Administrator is authorized to review, analyze, evaluate, and make decisions with respect to granting, not granting, or revoking Permits.

C. The Applicant shall complete the following steps to assist the Administrator in expediting the completion of the process:

- Optional Pre-Application Conference: At the Administrator's discretion, applicants seeking a Telecommunications Permit will obtain and review this Ordinance and meet with the Administrator, either electronically or in person, before submitting an application. Typically called for on more complex applications (new towers, 5G, etc), the meeting intends to review the ordinance requirements, processes, and method of submission with the Applicant. The pre-application session may include the following:

a) A discussion of potential best locations for the Telecommunications Facility, taking into consideration Colfax County's defined priorities that meet the Applicant's requirements for service. The application process may require an explanation for a selected location not using the highest priority available to the Applicant. Colfax County's priorities (listed from highest to lowest) are:

- (1) On existing Towers or structures without increasing their height.
- (2) On existing Tower or structures with an increase in their height.
- (3) On Colfax County-owned properties.
- (4) On properties zoned, or if not zoned, characterized predominantly by Industrial use.
- (5) On properties zoned, or if not zoned, characterized predominantly by Commercial use.
- (6) On properties zoned, or if not zoned, characterized

predominantly by Agricultural use.

(7) On properties zoned, or if not zoned, characterized predominantly by Residential use.

b) A discussion of issues to help expedite the review and permitting process;

c) A site visit to potential best location sites, if deemed necessary by the Administrator;

d) A determination of the type of application to be made;

e) A discussion of the defined information required to support the proposed location;

f) A discussion of the specific application requirements that are needed for review and consideration by the Administrator. Requirements for the Application may vary based on the specific location, type of facility selected, and the potential impact to Colfax County and its citizens, and;

g) Any applicant desiring relief, waiver, or exemption from any Ordinance requirement may request such at the pre-application meeting. The burden of proving the need for the request lies solely with the Applicant. No request shall be approved unless the Applicant provides convincing evidence that the request will have no significant effect on the health, safety, and welfare of Colfax County or its residents.

- Application Process: The Applicant shall complete the on-line application processes as defined by the Administrator at the outset of the process.

a) **All applications shall contain** a demonstration that the Telecommunications facility will be sited to be the least visually intrusive, as reasonably possible.

b) In addition to demonstrating that the proposed modification, colocation, eligible facility, or new tower or telecommunications facility blends into the character and environment of the proposed location, **all applications shall contain** the following information and shall be submitted through the on-line system designated by Colfax County:

(1) Registration of an Agent, including the name, address, and telephone numbers of the designated Agent and his/her company;

(2) Authorization of the Agent as an official and representative of the Applicant; then pending approval;

(3) Complete a project description which shall include a general description of the Applicant's project and its proposed physical location;

(4) Contact information including the name, address, and telephone number of the person or entity who will be responsible for the Applicant's construction and management of the project;

(5) Contact information for the support structure project manager for the proposed location and contact information for any manager of the real property for the proposed site (e.g., building manager, tower owner);

(6) Define the type of project (colocation, modification, new tower, etc.), and the specific physical site address and description of the project.

(7) Completing a Tower/Wireless Facility Registration or, if a Tower/Wireless Facility Registration already exists for the proposed location, completing a Tower/Wireless Facility Registration Update, if needed. The Tower/Wireless Facility Registration shall include;

(a) Name, address, and telephone contact number for the tower owner;

(b) Name, address, and telephone contact number for the real property owner, if different than tower owner;

(c) Current number and identification of co-locators on the tower/facility;

(d) Site name, number, and physical address;

(e) Documentation and specifics regarding the agreement terms (other than financial) demonstrating Applicant's right, title, or interest in the real property where the facility is to be sited, including the name, address, and phone number of the property owner;

(f) Description of the tower/facility, including but not limited to height, set back, type of structure, and the number of existing co-locators;

(g) Verifiable copy of the current tower inspection report using ANSI/TIA-222-G (or newer), including the expiration date, the company performing inspection, and ANSI standard used;

(h) Contact information including name, address, and telephone number for the person or entity performing the most recent or current tower inspection;

(i) A copy of the Soils Study Report including but not limited to the date completed, person or entity name performing the Soils Study, project number, identification of the Professional Engineer providing certification of the study with New Mexico registration or license number of the Professional Engineer, and;

(j) Any other information deemed necessary or required by Colfax County.

c) Applications for a modification, colocation, or eligible Facility to an existing structure, without an increase of height or size, shall include:

(1) All items listed in Section b. above which do not exist or are no longer current or expired (inspection, lease, etc).

- (2) Project name for the existing collocation site or project;
- (3) Names, addresses, and phone numbers of person or entity preparing the application;
- (4) A copy of the FCC license for the carrier and a signed statement from the owner or operator of the Facility attesting that the Facility complies with current FCC regulations;
- (5) Certified Site Plans using ANSI/TIA-222-G (or newer), including the Professional Engineer's name and New Mexico registration/license number, physical description of the current configuration of the site, physical description of the proposed design of the site, contacts, set-backs, grounding plans, security, parking, turnarounds, description of the components including the sizes of the components to determine that the proposal is the least visibly intrusive design;
- (6) Certified Structural Analysis using ANSI/TIA-222-G (or newer), including identification of the Professional Engineer's name and registration/license number providing the Analysis, a copy of all calculations, reference documents and results, percent loading, that include all components, structures, and foundations per Rigorous Standards. Loading may not exceed 100%.
- (7) Performance Bond including amounts as set by Colfax County, to remain in place as long as the site remains active and in place and until the tower or facilities are removed as required by the Ordinance;
- (8) Copy of the Certificate of Insurance demonstrating the requirements of the Ordinance;
- (9) Identification of the general contractor(s) with proof of current Colfax County licensure as required by the State of New Mexico, and;
- (10) Projected start and completion dates of construction.

d) Applications to install a new tower or telecommunications facility will include the following:

- (1) All information listed in Sections b. and c. above;
- (2) The number, type, and design of the tower(s) and antenna(s) proposed;
- (3) All reports, data, calculation, and design criteria which demonstrate the tower's capability to accommodate multiple users;
- (4) Demonstration of the Applicant's meaningful efforts to secure shared use of existing tower(s) or other structures within the defined parameter of one (1) mile including but not limited to copies of written requests and responses for shared use;
- (5) The new wireless Facility justification includes capacity information, the gap in coverage information, or other information demonstrating rationale for the application;
- (6) The Applicant will obtain a list of property owners and nearby home owner associations, to include their addresses, within fifteen hundred (1500') of the proposed site's property lines. This list of owners and addresses must be submitted early in the application

process so specific notice of any needed or required hearing can be given to them at least 7 days prior to any needed or required hearing.

(7) Public Hearing and Notification Requirements:

(a) In order that the County may notify nearby landowners, prior to the approval of any Application for a Telecommunications Permit for a New Tower, a public hearing shall be held by the County, notice of which shall be published in accordance with the New Mexico Open Meetings Act, and the annual Colfax County Notice of Meetings Resolution, which sets the notice and type of publication for meetings, prior to the scheduled date of the public hearing.

(b) The County shall schedule the public hearing referred to in Subsection (a) of this section once it finds the Application is complete. The County, at any stage prior to issuing a Telecommunications Permit, may require such additional information as it deems necessary.

(c) All Public Hearings pursuant to this Ordinance are to be held before the Board of County Commissioners of Colfax County unless specifically exempted by this Ordinance; and, for any appeal purposes, the decision of the Board of County Commissioners of Colfax County is the final decision of the County.

e) **Applications to Install Small Wireless Facilities/Systems will include the following:** (Note: A special meeting with the agents/engineers/representatives of the Applicant may be needed to ensure that systems documentation requirements are fully understood.) Colfax County's defined Small Wireless Facilities design requirements are made available to applicants by the Administrator in the Small Wireless Facility Design Guidelines Resolution.

(1) All information listed in Sections b. c. & d. above;

(2) The entire system and any associated groups of Small Wireless facilities, within limits defined by the on-line application, may be included in a single application process.

(3) Each component of the system must be represented in the on-line Application Process.

(4) Each system's unique components must be shown and include all the relevant data to complete the process. However, all like (virtually identical) nodes may be demonstrated once but must consist of all the physical locations for each node.

- Review of Application: The Administrator or the county's agent shall review the application within thirty (30) days of submission to determine if the application is complete and meets the Ordinance requirements. Colfax County and the Applicant can, by a mutual written agreement, extend the period in which the review for completeness is conducted.

a) Incomplete applications will not be accepted for further review and

processing;

b) Applications submitted without the payment of costs and fees as required by Colfax County are incomplete and shall not be accepted for further review and processing;

c) **IF THE APPLICATION IS NOT COMPLETE:**

Colfax County shall notify the Applicant in writing or via email of the provisions of the code, Ordinance, application process, or publicly stated procedures that were not completed and inform the Applicant that the application may be resubmitted.

d) **IF A RESUBMITTED APPLICATION IS NOT COMPLETE:**

Within ten (10) days of the resubmission of the application, Colfax County shall notify the Applicant in writing or via email of whether the resubmission is complete and that the application may be resubmitted, and inform the Applicant of the code, Ordinance, application process or publicly stated procedures which remain incomplete.

e) **IF THE APPLICATION IS COMPLETE** and based on the review of the application, the Administrator shall, within the periods allowed under federal, state, and local law:

(1) Approve, approve with conditions or deny a Special Use or Conditional Special Use Permit;

(2) Issue a written decision within ten (10) days of deciding on the application, which is supported by evidence contained in the on-line information and records submitted by the Applicant;

(3) Place the burden of proof for the granting of the Permit upon the Applicant;

(4) Refer the application to the Board of County Commissioners of Colfax County for review and consideration; once a variance or waiver is obtained or granted, the Administrator may request the Applicant update the application if the Administrator deems it necessary to complete the application process.

- **Public Hearing and Appeal of Administrator's Decision:** The decision of the Administrator can be appealed by the Applicant or by Colfax County by submitting written notification to the Administrator. The Notice of Appeal's content shall contain the Applicant's name and a description of the Wireless Telecommunications Facilities. The Applicant must submit the Notice of Appeal within 30 calendar days after the decision.

a) The hearing or appeal will be heard and considered at the next available meeting of the Board of Commissioners

b) For any application or appeal which is to be presented to the Board of County Commissioners of Colfax County, the County

Administrator must have all documentation prior to the time of the meeting to ensure that all proper notices can be sent out in a timely matter.

- **Construction of the Proposed Facility:** If an application is approved or approved with conditions, a Special Use or Conditional Special Use Permit will

be issued to the Applicant:

- a) The Applicant must comply with all requirements of the Special Use or Conditional Special Use Permit;
 - b) The Applicant will be required to meet and satisfy all building inspection processes generally needed for a construction project;
 - c) The Special Use or Conditional Special Use Permit shall not be assigned, transferred, or conveyed without written notification to and approval from Colfax County within six (6) months;
 - d) The Special Use or Conditional Special Use Permit may be revoked, canceled, or terminated for violation of the Permit's conditions and provisions or for a material breach of this Ordinance as permitted by local Ordinance, state, and federal law;
 - e) Colfax County will provide the permit holder written notice of an intent to revoke, cancel or terminate the Permit with identification of the violation(s) and give the holder of the Special Use or Conditional Special Use Permit with an opportunity for a hearing before the Board of County Commissioners of Colfax County before revocation, cancellation or termination.
- Completion of Construction: When the Applicant completes the project's construction, the Applicant shall notify the Administrator of the need for a final inspection. Colfax County or the Agent for Colfax County will verify that the site is constructed in accordance with the application, meets all the requirements of the Ordinance, and that the applicant has paid all monies due to Colfax County. If all requirements of this Ordinance and the Special Use or Conditional Special Use Permit have been met, Colfax County will issue a Certificate of Compliance to the Applicant that allows operational use of the site.

V. GENERAL REQUIREMENTS OF WIRELESS TELECOMMUNICATIONS FACILITIES:

- A. **Lighting**: Telecommunications facilities shall not be lighted or marked unless required by law. If lighting is needed, Applicant shall provide a detailed plan for sufficient lighting as inoffensive as permissible under State and Federal regulations. The Applicant shall also comply with any local or State "Night Skies" requirements.
- B. **Materials**: Towers shall be galvanized or painted with a rust-preventive paint of an appropriate color to harmonize with the surroundings and shall be maintained for the Tower's life.
- C. **Set-back Requirements**: Stand-alone Wireless Telecommunications Facilities shall be no closer to any property line than the total height of the completed unit, plus ten percent (10%). The structure should not be capable of falling onto an adjacent property or building should the Facility collapse for any reason. The height is measured from the pre-existing grade to the highest point of the structure.
- D. **Security of Wireless Telecommunications Facilities**: All Wireless

Telecommunications Facilities and Antennas shall be located, fenced, or otherwise secured in a manner that prevents unauthorized access.

E. Signage: Telecommunications Facilities shall contain a sign to provide adequate notification to persons in the immediate area of the presence of RF radiation or to control exposure to RF radiation within a given area. A sign of the same size shall also be installed to contain the site identification number and emergency phone number(s). The sign shall be on the fence, equipment shelter, or cabinet and be visible from an access point outside the secured site area. On tower sites, an FCC registration sign shall also be present. The signs shall not be lighted unless required by law, rule, or regulation. No other signage, including advertising, shall be permitted.

F. Update of Signage: The Applicant or future owner of the site shall update the site identification number and emergency phone numbers of the Wireless Telecommunications Facility as displayed on the required sign within one month of any sale, assignment, or transfer.

G. Temporary Communications on Wheels (COW): In the event of an emergency or natural disaster which renders other forms of communication nonviable, thus necessitating a COW, Colfax County and the Telecommunications provider shall agree to special terms and conditions as needed by Colfax County and the Telecommunications provider:

- If a COW becomes inoperable due to force majeure or Acts of God, it must be removed from the site within 30 days of becoming unusable.
- Regarding a special event where a COW is used, it must be removed from the site within 48 hours of the conclusion of the event.

VI. APPLICATION FEES and OTHER REQUIREMENTS:

A. At the time a person applies for a Special Use or Conditional Special Use Permit for a new Tower or requires an increase in height to an existing Tower or for collocating on an existing Tower or other suitable structure, where no increase will occur in the height of the Tower or other appropriate structure, such Applicant shall pay a non-refundable application fee to Colfax County.

B. In addition to the application fee, Colfax County may retain the services of an expert agent in connection with the processing and/or review of the application and the permitting and final inspection of site. The Applicant shall be responsible for reimbursing Colfax County for all costs and amounts incurred by Colfax County for such expert agents.

C. The Applicant shall pay for the projected agent costs to Colfax County, or its agent, at the time of the application.

D. An application is incomplete until the Application Fee is paid, and the Applicant has paid the costs for the expert agents.

E. The county's agent shall provide Colfax County with an invoice for the costs of the services. The amount invoiced by the county's agent will be assessed to the Applicant as

the Application Processing and Review Fee.

F. The Application Fees and Costs are defined by the Notice of Fees Resolution associated with this Ordinance; adopted, amended or replaced from time to time as the County Commission determines.

G. The Applicant, Colfax County, and the county's agent will comply with all state and local requirements concerning payment of the county agent's fees.

H. The Applicant and the owner of record of any proposed Wireless Telecommunications Facilities property site shall, at their cost and expense, be jointly required to execute and file with Colfax County a bond, or other form of security acceptable to Colfax County in at least the following amounts:

- Colocation or modification of an existing tower: \$25,000
- Small wireless facility: \$15,000
- New tower or other structure: \$75,000

Such sureties are deemed sufficient by Colfax County to assure the faithful performance of the terms and conditions of this Ordinance and conditions of any Telecommunications Permit or Conditional Use Permit issued according to this Ordinance. The full amount of the bond or security shall remain in full force and effect throughout the term of the Telecommunications Permit, and any Conditional Use Permit has been fulfilled, and until any necessary site restoration is completed to restore the site to a condition comparable to that which existed before the issuance of the original Special Use or Conditional Special Use Permit.

I. A holder of a Special Use or Conditional Special Use Permit shall secure and at all times maintain public liability insurance for personal injuries, death, and property damage and umbrella insurance coverage for the duration of the Permit in amounts as set forth below:

- Commercial General Liability covering personal injuries, death, and property damage: \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate;
- Automobile Coverage: \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate;
- Workers Compensation and Disability: Amount required by New Mexico state law;
- Commercial General liability insurance policy shall specifically include Colfax County and its officers, employees, agents, and agents as additional named insureds;
- Insurance policies shall be issued by an agent or representative of an insurance company licensed to do business in the state and with a "Best's" rating of at least A;
- Insurance policies shall contain an endorsement obligating the insurance company to furnish Colfax County with at least thirty (30) days prior written notice of the cancellation of the insurance;
- Renewal or replacement policies or certificates shall be delivered to Colfax County at least fifteen (15) days before the expiration of the insurance that such

- policies are to renew or replace;
- The Permit Holder shall provide Colfax County a copy of the policies/certificates before construction and upon written request by Colfax County.

VII. REMOVAL OF TOWER/ANTENNA/REVOCATION/DEFAULT:

A. Cessation of Operations/Abandonment/Disrepair: Colfax County may require the removal of a Telecommunications Facility(ies) when: such item(s) with a permit have been abandoned or operations of Telecommunications Facility has ceased for a period exceeding ninety (90) consecutive days or a total of one hundred eighty (180) calendar days. All items and equipment subject to the Telecommunications Permit shall be removed within ninety (90) days of abandonment or the cessation of operations. If equipment or items subject to the Telecommunications Permit, fall into such disrepair that a health or safety hazard is created as determined according to a review by a State licensed engineer and such item are not repaired within sixty (60) days, or longer as necessary upon the permit holder demonstrating that despite good faith efforts, such disrepair could not be responsibly cured within the provided time, Colfax County may require the removal of the item of the Telecommunications Facility.

B. Modification, location, or construction without Permit: If any equipment or item has been located, constructed, or modified without a permit, or in a manner inconsistent with the approved permit requirements, and the Facilities have been located, constructed, or modified without first obtaining, or in a way not authorized by the required Permit or any other necessary authorization, Colfax County may require the removal of the item, equipment or the Telecommunications Facility.

C. Lack of Insurance: If a Permit holder has failed to comply with the liability insurance requirements required by Colfax County, Colfax County may require the removal of the item, equipment or the Telecommunications Facility.

D. Notification of Violation: If Telecommunications Facilities are repaired, rebuilt, placed, moved, relocated, modified, or maintained in a way not in compliance with this Ordinance or the Telecommunication Permit or the Conditional Use Permit, Colfax County shall notify the Permit holder in writing of such violation. If the makes such a determination that removal of an item, equipment or Telecommunications Facility is required, then Colfax County shall notify the Permit holder within forty-eight (48) hours that said items are to be removed. Colfax County may approve an interim temporary use agreement/permit, such as to enable the removal and/or sale of the item.

E. Failure to Cure: After receiving notice of a violation, the permit holder shall have ninety (90) calendar days to cure or remove the violation. Colfax County shall extend such cure period as necessary upon the Permit holder demonstrating that despite good faith efforts, such default cannot be reasonably cured.

F. Failure to Cure (Removal of an item, equipment, or Telecommunications Facility is not required): For all violations other than a violation which requires removal of an item, equipment, or Telecommunications Facility, a Permit holder has thirty (30) days to cure such violation(s) after notice has been mailed or delivered to the Permit holder's address of record. Colfax County may extend the cure period upon demonstration that the Permit

holder has made good faith efforts to cure and that despite its good faith efforts, such default cannot be reasonably cured within the provided time.

G. Failure to Cure (Removal of the item, equipment, or (Telecommunications Facility is required): If the permit holder cannot cure the violation that involves removal of an item, equipment, or Telecommunications Facility within the cure period, the permit holder shall dismantle and remove such item, and any associated structures, from the site and restore the site to as close to its original condition as possible, reasonable wear and tear excepted, within ninety (90) days of the expiration of the cure period.

H. Removal by Colfax County: If the item, equipment or Telecommunications Facility is not removed or substantial progress has not been made to remove it within ninety (90) days of the permit holder receiving notice, then Colfax County may order officials or representatives of Colfax County to remove the item at the sole expense of the owner or Permit holder.

I. Sale upon Abandonment: If Colfax County removes or causes to be removed the item, and the owner does not claim and remove it from the site to a lawful location within one hundred twenty (120) days, then Colfax County may take steps to declare the item abandoned, and sell it and its components.

J. Temporary Use Permit/Agreement: Notwithstanding anything in this Section to the contrary, Colfax County may approve an interim use permit/agreement for the item for no more than ninety (90) days, during which time a suitable plan for removal, conversion or re-location of the affected item shall be developed by the holder of the Permit, subject to the approval of Colfax County, and an agreement to such plan shall be executed by the holder of the Permit and Colfax County. In the case that such a plan is not developed, approved, and completed within the ninety (90) day time period, Colfax County may take possession of and dispose of the affected item in the manner provided in this Section.

K. Emergency Removal: If Colfax County determines the item is hazardous, creates an emergency situation, or adversely affects public safety, Colfax County may remove or cause to be removed the item after three (3) days written notice to the Permit holder or the holder of the Certificate of Compliance.

L. Failure to Cure: A Permit holder still in violation after the expiration of the cure period may be considered in default, subject to fines as outlined in this Ordinance, and the Permit is subject to revocation.

M. Fines: A Permit holder who violates this Ordinance may be fined up to \$500 for each violation, and each day that a violation exists shall be deemed to be a separate violation.

Section 2. SAVINGS CLAUSE

If any section, paragraph, clause, or provision of this Ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause, or provision shall not affect any other part of this Ordinance.

Section 3. CODIFICATION OF AMENDMENTS

The codifier of the County is hereby authorized to make such numerical, grammatical, and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Code.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2023.

BOARD OF COMMISSIONERS
COLFAX COUNTY, NEW MEXICO

Si Trujillo, Chairman

Mary Lou Kern, Vice Chairman

Bret Wier, Commissioner

ATTEST:

By: _____
Rayetta M. Trujillo, County Clerk

Monte Gore, County Manager



Colfax County

Board of Commissioners



P.O. Box 1498 ● Raton, New Mexico 87740
Ph. (575) 445-9661 ● Fax. (575) 445-2902
www.co.colfax.nm.us

REGULAR MEETING

October 10, 2023

AGENDA

County Commissioners

Si Trujillo
Chairman
Raton, NM 87740
(505) 617-6893

Mary Lou Kern
Vice Chairman
Raton, NM 87740
505-617-6895

Bret E. Wier
Member
P.O. Box 664
Angel Fire, NM 87710
(505) 652-0039

Monte K. Gore Colfax
County Manager
230 North 3rd Street
Raton, NM 87740
(575) 445-9661

Elected Officials

Lydia M. Garcia
County Treasurer
(575) 445-3171

Kristi E. Graham
County Assessor
(575) 445-2314

Royal Quint
Probate Judge
(575) 445-9565

PUBLIC NOTICE IS HEREBY GIVEN that the Colfax County Board of Commissioners will meet in Regular Session on Tuesday, October 10, 2023, at 9:00 A.M., in the Commission Chambers, 3rd Floor at the Colfax County Building, Raton, NM for the following:

This agenda can be viewed at the Colfax County Website at

www.co.colfax.nm.us

1. Call to Order
2. Pledge of Allegiance
3. Salute to the New Mexico Flag
4. Approve Agenda
5. Approve Special Meeting Minutes for September 26, 2023, Public Hearing Meetings Minutes for September 26, 2023, Regular Meeting Minutes for September 26, 2023
6. Recognize Visitors
7. Public Comment
8. Discuss/Action – Approve Expenditures
9. Discuss/Action - Approve Expenditures Pursuant to Resolution #2022-49
10. Presentation – Blaze Diamond, Rebuilding Local Foodsheds Program
11. Closed Session Pursuant to NMSA 1978, Section 10-15-1H (7), Pending Litigation, Matt Billingsley, Carlos N Martinez
12. Open Session Pursuant to NMSA 1978, Section 10-15-1H (7), Pending Litigation, Matt Billingsley, Carlos N Martinez
13. Discuss/Action – Non-promotional Request, Blu Dragonfly Brewing, Raton Supercross
14. Discuss/Action – Service Agreement Between Accurate Control Inc., Security Automation Systems and Vigil Maldonado Detention Center
15. Discuss/Action – Agreement for Inmate Confinement Between the County of Colfax and City of Raton



Colfax County

Board of Commissioners



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16. Discuss/Action – Introduction to Ordinance 2023-02, An Ordinance Regulating the Siting and Permitting of Wireless Telecommunication Facilities
17. Commissioners' Docket
18. Managers' Docket
19. Adjourn

Done this 3rd day of October 2023

Salute to the New Mexico Flag – "I salute the flag of the State of New Mexico and the Zia Symbol of perfect friendship among united cultures."

Date: 10/02/23 15:47:35 (CHEC61)

C E R T I F I C A T I O N

TOTAL CHECKS PRINTED: 176

THE UNDERSIGNED MEMBER OF THE COLFAX COUNTY TREASURER OFFICE DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED AND ALLOWED & DO AUTHORIZE THE CHECKS AGAINST THE FUNDS OF COLFAX COUNTY FOR THE SUM OF 1,463,625.81 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING / / . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY COLFAX COUNTY.

SIGNED

TREASURER/DEPUTY

** GRAND TOTAL **		1,463,625.81	.00
**TOTAL	GENERAL	814,130.75	.00
**DEPT	GENERAL	650,535.99	.00
101-0000-01-100-10104	GENERAL GOVERNMENT	650,535.99	.00
**DEPT	COUNTY COMMISSION GASB	32,574.85	.00
101-0101-01-450-45020	GENERAL GOVERNMENT	23,192.79	.00
101-0101-01-450-45030	GENERAL GOVERNMENT	1,050.00	.00
101-0101-01-450-45050	GENERAL GOVERNMENT	217.00	.00
101-0101-01-450-45060	GENERAL GOVERNMENT	8,115.06	.00
**DEPT	MANAGER'S OFFICE GASB	18,418.96	.00
101-0102-01-430-43040	GENERAL GOVERNMENT	662.10	.00
101-0102-01-460-46001	GENERAL GOVERNMENT	378.35	.00
101-0102-01-470-47080	GENERAL GOVERNMENT	4,068.32	.00
101-0102-01-470-47125	GENERAL GOVERNMENT	848.73	.00
101-0102-01-470-47150	GENERAL GOVERNMENT	12,238.23	.00
101-0102-01-470-47160	GENERAL GOVERNMENT	223.23	.00
**DEPT	MAINTENANCE GASB	49,617.64	.00
101-0103-01-430-43040	GENERAL GOVERNMENT	480.67	.00
101-0103-01-440-44010	GENERAL GOVERNMENT	4,451.03	.00
101-0103-01-440-44030	GENERAL GOVERNMENT	300.24	.00
101-0103-01-440-44045	GENERAL GOVERNMENT	613.82	.00
101-0103-01-440-44050	GENERAL GOVERNMENT	856.40	.00
101-0103-01-450-45030	GENERAL GOVERNMENT	18,118.00	.00
101-0103-01-460-46005	GENERAL GOVERNMENT	2,243.26	.00
101-0103-01-470-47160	GENERAL GOVERNMENT	22,554.22	.00
**DEPT	CLERK-RECORDING & FILING GASB	1,406.68	.00
101-0104-01-460-46001	GENERAL GOVERNMENT	296.52	.00
101-0104-01-460-46002	GENERAL GOVERNMENT	103.76	.00
101-0104-01-470-47125	GENERAL GOVERNMENT	856.40	.00
101-0104-01-470-47140	GENERAL GOVERNMENT	150.00	.00
**DEPT	CLERK-BUREAU OF ELECTIONS GASB	1,226.62	.00
101-0105-01-430-43010	GENERAL GOVERNMENT	459.16	.00
101-0105-01-430-43020	GENERAL GOVERNMENT	.00	173.51
101-0105-01-460-46001	GENERAL GOVERNMENT	759.10	.00
101-0105-01-470-47080	GENERAL GOVERNMENT	181.87	.00
**DEPT	ASSESSOR'S OFFICE GASB	69.16	.00
101-0106-01-440-44045	GENERAL GOVERNMENT	8.31	.00
101-0106-01-460-46001	GENERAL GOVERNMENT	60.85	.00
**DEPT	TREASURER'S OFFICE GASB	324.06	.00
101-0107-01-470-47125	GENERAL GOVERNMENT	324.06	.00
**DEPT	SHERIFF'S OFFICE GASB	39,973.89	.00
101-0108-02-430-43020	PUBLIC SAFETY	178.00	.00
101-0108-02-430-43040	PUBLIC SAFETY	10,749.39	.00
101-0108-02-440-44045	PUBLIC SAFETY	7,229.84	.00
101-0108-02-450-45005	PUBLIC SAFETY	4,687.53	.00
101-0108-02-450-45030	PUBLIC SAFETY	648.48	.00
101-0108-02-450-45032	PUBLIC SAFETY	741.59	.00
101-0108-02-450-45060	PUBLIC SAFETY	11,721.72	.00
101-0108-02-460-46001	PUBLIC SAFETY	198.96	.00
101-0108-02-470-47125	PUBLIC SAFETY	250.15	.00
101-0108-02-470-47140	PUBLIC SAFETY	1,135.43	.00
101-0108-02-470-47150	PUBLIC SAFETY	2,432.80	.00
**DEPT	VIGIL MALDONADO DETENTION CENTER	13,573.90	.00
101-0109-02-430-43020	PUBLIC SAFETY	1,652.04	.00
101-0109-02-430-43040	PUBLIC SAFETY	218.27	.00
101-0109-02-440-44050	PUBLIC SAFETY	2,202.24	.00
101-0109-02-450-45030	PUBLIC SAFETY	256.68	.00
101-0109-02-450-45060	PUBLIC SAFETY	7,051.22	.00
101-0109-02-460-46001	PUBLIC SAFETY	1,069.42	.00
101-0109-02-470-47125	PUBLIC SAFETY	885.85	.00
101-0109-02-470-47150	PUBLIC SAFETY	238.18	.00
**DEPT	MISCELLANEOUS APPROPRIATIONS	3,333.33	.00
101-0110-01-470-47539	GENERAL GOVERNMENT	3,333.33	.00
**DEPT	VECTOR CONTROL	1,013.98	.00
101-0117-01-460-46001	GENERAL GOVERNMENT	1,013.98	.00

**DEPT	EMERGENCY MANAGEMENT	2,061.69	.00
101-0118-01-430-43020	GENERAL GOVERNMENT	684.22	.00
101-0118-01-430-43040	GENERAL GOVERNMENT	1,046.50	.00
101-0118-01-440-44045	GENERAL GOVERNMENT	330.97	.00
**TOTAL	CORRECTION	75,292.63	.00
**DEPT	CORRECTIONS-VMDC	75,292.63	.00
201-0411-02-460-46005	PUBLIC SAFETY	720.74	.00
201-0411-02-470-47020	PUBLIC SAFETY	1,369.70	.00
201-0411-02-470-47022	PUBLIC SAFETY	16,185.68	.00
201-0411-02-470-47023	PUBLIC SAFETY	2,018.77	.00
201-0411-02-470-47024	PUBLIC SAFETY	24,696.59	.00
201-0411-02-470-47025	PUBLIC SAFETY	6,847.15	.00
201-0411-02-470-47026	PUBLIC SAFETY	23,454.00	.00
**TOTAL	COUNTY PROPERTY VALUATION	201.00	.00
**DEPT	PROPERTY VALUATION FUND	201.00	.00
203-0485-01-430-43040	GENERAL GOVERNMENT	201.00	.00
**TOTAL	COUNTY ROAD DEPARTMENT	37,563.25	.00
**DEPT	ROAD FUND	37,563.25	.00
204-0402-04-430-43040	PUBLIC WORKS	11,621.13	.00
204-0402-04-440-44050	PUBLIC WORKS	8,708.24	.00
204-0402-04-460-46001	PUBLIC WORKS	3,499.33	.00
204-0402-04-470-47125	PUBLIC WORKS	13,734.55	.00
**TOTAL	FIRE PROTECTION	432,586.67	.00
**DEPT	FRENCH TRACT FIRE FUND	836.15	.00
209-0405-02-430-43040	PUBLIC SAFETY	149.56	.00
209-0405-02-450-45005	PUBLIC SAFETY	223.21	.00
209-0405-02-470-47150	PUBLIC SAFETY	153.76	.00
209-0405-02-470-47160	PUBLIC SAFETY	309.62	.00
**DEPT	MIAMI FIRE FUND	646.46	.00
209-0406-02-430-43040	PUBLIC SAFETY	74.11	.00
209-0406-02-450-45005	PUBLIC SAFETY	223.21	.00
209-0406-02-470-47150	PUBLIC SAFETY	107.99	.00
209-0406-02-470-47160	PUBLIC SAFETY	241.15	.00
**DEPT	FARLEY FIRE FUND	274,348.26	.00
209-0407-02-430-43040	PUBLIC SAFETY	93.54	.00
209-0407-02-450-45005	PUBLIC SAFETY	223.21	.00
209-0407-02-460-46001	PUBLIC SAFETY	3,165.55	.00
209-0407-02-470-47150	PUBLIC SAFETY	150.35	.00
209-0407-02-470-47160	PUBLIC SAFETY	239.23	.00
209-0407-02-480-48020	PUBLIC SAFETY	195,524.38	.00
209-0407-02-480-48070	PUBLIC SAFETY	74,952.00	.00
**DEPT	UTE PARK FIRE FUND	471.72	.00
209-0408-02-450-45005	PUBLIC SAFETY	223.21	.00
209-0408-02-470-47150	PUBLIC SAFETY	188.65	.00
209-0408-02-470-47160	PUBLIC SAFETY	59.86	.00
**DEPT	PHILMONT FIRE FUND	681.16	.00
209-0409-02-430-43040	PUBLIC SAFETY	49.00	.00
209-0409-02-450-45005	PUBLIC SAFETY	223.21	.00
209-0409-02-460-46001	PUBLIC SAFETY	408.95	.00
**DEPT	MORENO VALLEY FIRE FUND	136,291.74	.00
209-0410-02-430-43040	PUBLIC SAFETY	734.67	.00
209-0410-02-440-44010	PUBLIC SAFETY	760.00	.00
209-0410-02-440-44050	PUBLIC SAFETY	2,582.33	.00
209-0410-02-460-46001	PUBLIC SAFETY	26.38	.00
209-0410-02-470-47150	PUBLIC SAFETY	222.21	.00
209-0410-02-470-47160	PUBLIC SAFETY	1,152.15	.00
209-0410-02-480-48070	PUBLIC SAFETY	130,814.00	.00
**DEPT	COUNTY FIRE MARSHAL FIRE FUND	2,942.42	.00
209-0418-02-430-43020	PUBLIC SAFETY	177.95	.00
209-0418-02-430-43040	PUBLIC SAFETY	470.69	.00
209-0418-02-460-46001	PUBLIC SAFETY	1,904.85	.00
209-0418-02-470-47080	PUBLIC SAFETY	216.51	.00
209-0418-02-470-47150	PUBLIC SAFETY	172.42	.00
**DEPT	RAPID RESPONSE FIRE FUND	13,897.44	.00

209-0419-02-430-43040	PUBLIC SAFETY	100.05	.00
209-0419-02-440-44045	PUBLIC SAFETY	496.04	.00
209-0419-02-440-44050	PUBLIC SAFETY	155.02	.00
209-0419-02-450-45005	PUBLIC SAFETY	223.21	.00
209-0419-02-460-46001	PUBLIC SAFETY	4,602.12	.00
209-0419-02-462-46020	PUBLIC SAFETY	8,150.00	.00
209-0419-02-470-47160	PUBLIC SAFETY	171.00	.00

**DEPT	VERMEJO PARK FIRE FUND	382.21	.00
209-0424-02-430-43040	PUBLIC SAFETY	159.00	.00
209-0424-02-450-45005	PUBLIC SAFETY	223.21	.00

**DEPT	CC PHILMONT WILD FIRE SUPP	533.11	.00
209-0444-02-460-46001	PUBLIC SAFETY	533.11	.00

**DEPT	FIRE MARSHAL WILDFRE SUPPRESSION	1,556.00	.00
209-0448-02-460-46001	PUBLIC SAFETY	1,556.00	.00

**TOTAL	LAW ENFORCEMENT PROTECTION	2,121.25	.00

**DEPT	LAW ENFORCEMENT PROTECTION FUND	2,121.25	.00
211-0414-02-460-46001	PUBLIC SAFETY	1,311.25	.00
211-0414-02-470-47040	PUBLIC SAFETY	810.00	.00

**TOTAL	LODGERS TAX	4,682.71	.00

**DEPT	LODGERS TAX	4,682.71	.00
214-0396-01-450-45030	GENERAL GOVERNMENT	1,160.00	.00
214-0396-01-470-47080	GENERAL GOVERNMENT	3,522.71	.00

**TOTAL	INTERGOVERNMENTAL GRANTS	4,061.12	.00

**DEPT	YES PROGRAM	3,863.55	.00
218-0412-02-430-43010	PUBLIC SAFETY	406.52	.00
218-0412-02-450-45030	PUBLIC SAFETY	2,000.00	.00
218-0412-02-460-46001	PUBLIC SAFETY	1,073.50	.00
218-0412-02-470-47150	PUBLIC SAFETY	383.53	.00

**DEPT	YES BHSD PREVENTION	197.57	.00
218-0413-02-470-47150	PUBLIC SAFETY	197.57	.00

**TOTAL	COUNTY FIRE PROTECTION-FET	5,105.89	.00

**DEPT	FIRE EXCISE TAX FUND	5,105.89	.00
222-0415-02-450-45006	PUBLIC SAFETY	210.00	.00
222-0415-02-450-45030	PUBLIC SAFETY	4,895.89	.00

**TOTAL	DWI PROGRAM	2,741.54	.00

**DEPT	DWI DISTRIBUTION	941.54	.00
223-0625-02-410-41056	PUBLIC SAFETY	700.00	.00
223-0625-02-470-47140	PUBLIC SAFETY	150.00	.00
223-0625-02-470-47150	PUBLIC SAFETY	91.54	.00

**DEPT	LDWI GRANT FUND	1,800.00	.00
223-0626-02-340-34030	PUBLIC SAFETY	900.00	.00
223-0626-02-450-45030	PUBLIC SAFETY	900.00	.00

**TOTAL	SPECIAL OTHER GRANT	40,000.00	.00

**DEPT	MCMC HOSPITAL FUND	40,000.00	.00
299-0802-06-470-47561	HEALTH	40,000.00	.00

**TOTAL	CAPITAL PROJECT FUNDS	16,693.89	.00

**DEPT	CAPITAL IMPROVEMENT FUND	16,693.89	.00
301-0551-09-480-48010	CAPITAL OUTLAY	1,000.00	.00
301-0551-09-480-48087	CAPITAL OUTLAY	15,693.89	.00

**TOTAL	ANGEL FIRE AIRPORT - FAA	14,936.39	.00

**DEPT	FAA AF AIRPORT	14,936.39	.00
302-0604-09-480-48088	CAPITAL OUTLAY	14,936.39	.00

**TOTAL	ENTERPRISE FUNDS-SOLID WASTE	8,552.53	.00

**DEPT	SOLID WASTE FEES	8,552.53	.00
501-0602-04-430-43040	PUBLIC WORKS	227.86	.00
501-0602-04-440-44045	PUBLIC WORKS	36.20	.00

501-0602-04-450-45040	PUBLIC WORKS	6,980.37	.00
501-0602-04-460-46001	PUBLIC WORKS	330.10	.00
501-0602-04-470-47410	PUBLIC WORKS	978.00	.00
=====			
**TOTAL	ENTERPRISE-AF AIRPORT BANK 04	4,956.19	.00
=====			
**DEPT	COLFAX COUNTY AIRPORT OPERATIONS	4,956.19	.00
502-0605-04-440-44050	PUBLIC WORKS	2,354.57	.00
502-0605-04-460-46001	PUBLIC WORKS	22.97	.00
502-0605-04-470-47150	PUBLIC WORKS	540.82	.00
502-0605-04-470-47160	PUBLIC WORKS	1,106.50	.00
502-0605-04-470-47410	PUBLIC WORKS	931.33	.00
=====			
BANK01	INBANK	1,438,367.31	.00
BANK04	INTERNATIONAL BANK	10,322.11	.00
BANK05	INTERNATIONAL BANK	14,936.39	.00
	** BANK TOTALS **	1,463,625.81	.00

Date: 10/02/23 15:47:18 (CHEC60)

CHECK LISTING

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount	
01 R	112960	ABRAHAM BALSAMO & CO	VMDC MAT SERVICE FOR AUG 2023	201-0411-02-470-47024	9/06/2023	09/06/2023		1292.92	
	21401.59		VMDC MEDICAL FOR AUGUST 2023	201-0411-02-470-47024				20108.67	
	09/07/2023								
CORRECTIONS-VMDC		21401.59	=====						
01 R	112961	ALL, INC	COFFEE	201-0411-02-470-47022	165852	09/06/2023	61896	763.00	
	763.00		=====						
	09/07/2023		=====						
CORRECTIONS-VMDC		763.00	=====						
01 R	112962	AMADEO SOTO	AUGUS 2023 IT SERVICE	101-0101-01-450-45060	8312023	09/06/2023		4837.50	
	4837.50		=====						
	09/07/2023		=====						
COUNTY COMMISSION GASB		4837.50	=====						
01 R	112963	AMAZON.COM	SEE PRICE QUOTE	101-0109-02-460-46001	1LJP1JJG7997	09/06/2023	61850	859.42	
	2091.96		SUPPLIES	501-0602-04-460-46001	131TPVNH9NM1	09/06/2023	61756	152.13	
	09/07/2023		55H PRINT CARTRIDGE	101-0102-01-460-46001	1XLR94TN7GV3	09/06/2023	61858	349.43	
			WHITE OUT	101-0102-01-460-46001	1PXVL77C7VQ6	09/06/2023	61923	28.92	
			MIS SUPPLIES	501-0602-04-460-46001			61923	177.97	
			SUPPLIES	218-0412-02-460-46001	1XN4WNX34Q77	09/06/2023	61825	419.74	
			OFFICE SUPPLIES	204-0402-04-460-46001	1GWJ1M6776DF	09/07/2023	61874	104.35	
VIGIL MALDONADO DETENT	859.42	SOLID WASTE FEES	330.10	MANAGER'S OFFICE GASB	378.35	=====			
YES PROGRAM	419.74	ROAD FUND	104.35	=====					
01 R	112964	A & M REPAIR	REAR BREAK PADS /ROTORS	101-0108-02-440-44045	45361	09/06/2023	61893	618.77	
	1442.49		TAX AND LABOR	101-0108-02-440-44045			61893	34.81	
	09/07/2023		LICENSE 04859G		45284	09/06/2023	61790	117.91	
			OIL CHANGE UNIT 014	101-0108-02-440-44045	45293	09/06/2023	61790	24.57	
			TAX AND LABOR	101-0108-02-440-44045	45293	09/06/2023	61790	117.91	
			OIL CHANGE UNIT 217	101-0108-02-440-44045	45322	09/06/2023	61790	24.57	
			TAX AND LABOR	101-0108-02-440-44045	45322	09/06/2023	61790	107.92	
			OIL CHANGE UNIT 220	101-0108-02-440-44045	45343	09/06/2023	61790	24.57	
			TAX AND LABOR	101-0108-02-440-44045	45343	09/06/2023	61790	95.92	
			OIL CHANGE UNIT 802	101-0108-02-440-44045	45340	09/06/2023	61790	24.57	
			TAX AND LABOR	101-0108-02-440-44045	45340	09/06/2023	61790	117.91	
			OIL CHANGE UNIT 809	101-0108-02-440-44045	45367	09/06/2023	61790	24.57	
			TAX AND LABOR	101-0108-02-440-44045	45367	09/06/2023	61790	83.92	
			OIL CHANGE UNIT 212	101-0108-02-440-44045				24.57	
			TAX AND LABOR	101-0108-02-440-44045					
SHERIFF'S OFFICE GASB		1442.49	=====						
01 R	112965	ARTHUR REGIONAL LANDFILL, INC	SOLID WASTE DISPOSAL FOR AUG2023	501-0602-04-450-45040	9/06/2023	09/06/2023		4930.37	
	4930.37		=====						
	09/07/2023		=====						
SOLID WASTE FEES		4930.37	=====						
01 R	112966	BOB TURNER'S FORD COUNTRY	REFERENCE PO # 60994	209-0407-02-480-48070	3186	09/06/2023	61862	74952.00	
	74952.00		2023 FORD F-550 CHASSIS CAB DRW				61862		
	09/07/2023		4 X 4, CREW CAB, XLT, 19,500 GVWR				61862		
			4.30 AXEL, RUNNING BOARDS, 6.7 V-8				61862		
			DIESEL ENGINE, SKID PLATES, HD				61862		
			FRONT END, SPARE TIRE & WHEEL,				61862		
			RACE RED, DARK SLATE, TRAILER TOW				61862		
			PACKAGE, MAX TRAC TIRES, CARPET				61862		
			DELET, 6 TON JACK, ALUMINUM WHEELS				61862		
			410 ALTERNATOR, BACK UP ALARM				61862		
			STATE PRICE AGREEMENT #				61862		
			00-00000-20-00088				61862		
			FARLEY FD STATE FUNDS				61862		
FARLEY FIRE FUND		74952.00	=====						
01 R	112967	BIMBO BAKERIES USA, INC	FOOD/KITCHEN AUGUST 2023	201-0411-02-470-47022	853116903764	09/06/2023	61776	165.65	
	243.44		FOOD/KITCHEN SEPTEMBER 2023	201-0411-02-470-47022	853116903828	09/07/2023	61930	77.79	
	09/07/2023		=====						
CORRECTIONS-VMDC		243.44	=====						
01 R	112968	CARQUEST RATON	PARTS FOR AUGUST 2023	204-0402-04-440-44050	5728-420794	09/06/2023	61809	815.69	
	1117.09		FIRE MARSHAL SUPPLIES	209-0418-02-460-46001	5728-420295	09/06/2023	61883	251.23	
	09/07/2023		FIRE MARSHAL TRUCK MAINT				61883		

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount	
01 R	112977	HEIMAN FIRE EQUIP, INC.	MIS SUPPLIES	209-0407-02-460-46001	923942IN	09/06/2023	61846	146.87	
	419.67		FARLEY FD STATE FUNDS				61846		
	09/07/2023		2023 TYPE 5 BUILD		924094IN	09/06/2023	61846	272.80	
			MIS SUPPLIES	209-0407-02-460-46001			61846		
		FARLEY FIRE FUND	419.67						
01 R	112978	HUERFANO WORLD JOURNAL	2023-2024 ADVERTISEMENTS	101-0102-01-470-47080	9/06/2023	09/06/2023	61642	4035.84	
	4035.84								
	09/07/2023								
		MANAGER'S OFFICE GASB	4035.84						
01 R	112979	KIT CARSON ELECTRIC COOP, INC.	METER #24862 EN FIRESTATION	209-0410-02-470-47160	9/06/2023	09/06/2023		208.69	
	208.69								
	09/07/2023								
		MORENO VALLEY FIRE FUN	208.69						
01 R	112980	KIT CARSON TELECOM	UTEFIRE4100	209-0408-02-470-47150	600444	09/06/2023		188.65	
	343.11		MORENOFIRE6447	209-0410-02-470-47150	600928	09/06/2023		91.31	
	09/07/2023		COLFAXSHERIFF	101-0108-02-470-47140	610430	09/06/2023		63.15	
		UTE PARK FIRE FUND	188.65	MORENO VALLEY FIRE FUN	91.31	SHERIFF'S OFFICE GASB	63.15		
01 R	112981	LAWSON PRODUCTS INC	FOAMING HAND SOAP	101-0103-01-460-46005	9310883424	09/06/2023	61907	273.64	
	273.64								
	09/07/2023								
		MAINTENANCE GASB	273.64						
01 R	112982	LIL BENNY'S LOCKSMITHING	SPINDEL REPLACEMENT RIDING MOWER	101-0103-01-440-44030	11026	09/06/2023	61936	191.71	
	3059.22		MOWER REPAIR	101-0103-01-440-44030	11013	09/06/2023	61905	108.53	
	09/07/2023		RECOMBO SAFE ASSESSORS OFFICE	101-0103-01-440-44050	11012	09/06/2023	61908	170.28	
			ELECTRONIC/LOCKS COURTHOUSE R/R	101-0103-01-440-44010	11001	09/06/2023	61859	2588.70	
		MAINTENANCE GASB	3059.22						
01 R	112983	LMNOC BROADCASTING, LLC	LMNOC-KKTC-AUGUST	214-0396-01-470-47080	23080037	09/06/2023	61942	259.63	
	824.71		LMNOC-KXMT AUGUST	214-0396-01-470-47080	23080038	09/06/2023	61942	259.63	
	09/07/2023		LMNOC-KNMF-AUGUST	214-0396-01-470-47080	23080008	09/06/2023	61942	305.45	
		LODGERS TAX	824.71						
01 R	112984	MACK'S DRILLING, INC	FARLEY FILL STATION RFB2022-03	209-0407-02-480-48020	9010	09/07/2023		195524.38	
	195524.38								
	09/07/2023								
		FARLEY FIRE FUND	195524.38						
01 R	112985	MESA PHARMACY	VMDC PHARMACY AUGUST 2023	201-0411-02-470-47025	9/07/2023	09/07/2023	61878	2372.72	
	2372.72								
	09/07/2023								
		CORRECTIONS-VMDC	2372.72						
01 R	112986	MESA TIRE INC	TIRES AND REPAIRS AUGUST 2023	204-0402-04-440-44050	77213	09/07/2023	61811	78.00	
	337.00		TIRES AND REPAIRS AUGUST 2023	204-0402-04-440-44050	77215	09/07/2023	61811	83.00	
	09/07/2023		TIRES AND REPAIRS AUGUST 2023	204-0402-04-440-44050	77264	09/07/2023	61811	126.00	
			TIRES AND REPAIRS AUGUST 2023	204-0402-04-440-44050	77316	09/07/2023	61811	50.00	
		ROAD FUND	337.00						
01 R	112987	MONITORING AND RECOVERY SERVICES	EMERS SERVICE AUGUST 2023	201-0411-02-470-47026	19	09/07/2023		23454.00	
	23454.00								
	09/07/2023								
		CORRECTIONS-VMDC	23454.00						
01 R	112988	N.M. COMMISSION OF PUBLIC	RECORDS STORAGE	101-0104-01-460-46002	7117	09/07/2023	61615	47.25	
	47.25								
	09/07/2023								
		CLERK-RECORDING & FILE	47.25						
01 R	112989	PENGUIN MANAGEMENT, INC	12 MONTHS CHIEF PLAN CIM COM SER	222-0415-02-450-45030	75691	09/07/2023		3190.14	
	4895.89		12 MONTH CAPTIN PLAN FIRE MARSHA	222-0415-02-450-45030	75683	09/07/2023		1705.75	

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount	
09/07/2023									
FIRE EXCISE TAX FUND		4895.89	=====						
01 R	112990	RAY'S CAR WASH INC	SOLID WSTE CARD NUMBER 249271	501-0602-04-440-44045	9/07/2023	09/07/2023		11.20	
			ASSESSOR CARD NUMBER 160698	101-0106-01-440-44045				8.31	
09/07/2023									
SOLID WASTE FEES		11.20	ASSESSOR'S OFFICE GASB	8.31	=====				
01 R	112991	RECORD'S ACE & RENTAL SHOP	SUPPLIES FOR AUGUST 2023	204-0402-04-460-46001	363889	09/07/2023	61810	37.97	
			SUPPLIES FOR AUGUST 2023	204-0402-04-460-46001	363890	09/07/2023	61810	399.96	
			AIR FILTER FOR VACUUM	209-0418-02-460-46001	364525	09/07/2023	61882	27.99	
			FIRE MARSHAL STATE FUNDS				61882		
09/07/2023									
ROAD FUND		437.93	COUNTY FIRE MARSHAL FI	27.99	=====				
01 R	112992	RIMON, P.C.	LEGAL FEES	101-0101-01-450-45020	172143	09/07/2023		353.01	
			LEGAL FEES	101-0101-01-450-45020	172144	09/07/2023		12553.92	
			LEGAL FEES	101-0101-01-450-45020	172145	09/07/2023		7876.54	
			LEGAL FEES	101-0101-01-450-45020	172146	09/07/2023		110.32	
			LEGAL FEES	101-0101-01-450-45020	172141	09/07/2023		2051.87	
			LEGAL FEE	101-0101-01-450-45020	172142	09/07/2023		31.00	
09/07/2023									
COUNTY COMMISSION GASB		22976.66	=====						
01 R	112993	ROCKY MOUNTAIN PEST CONTROL	AUGUST 2023 ENCUMBRANCE	101-0103-01-450-45030	17843	09/07/2023	61803	40.00	
09/07/2023									
MAINTENANCE GASB		40.00	=====						
01 R	112994	SIERRA COMMUNICATIONS, INC	COLFAX COUNTY #1920	101-0102-01-470-47150	9/07/2023	09/07/2023		2110.50	
			CC FIRE DEPT TAX BOARD #4807	209-0418-02-470-47150				90.72	
			SHERIFF DEPT #2696	101-0108-02-470-47150				114.90	
09/07/2023									
MANAGER'S OFFICE GASB		2110.50	COUNTY FIRE MARSHAL FI	90.72	SHERIFF'S OFFICE GASB	114.90	=====		
01 R	112995	SPC LEASING CO, INC	LAA2M011009466	101-0109-02-470-47125	1763603-0	09/07/2023		174.56	
09/07/2023									
VIGIL MALDONADO DETENT		174.56	=====						
01 R	112996	SPC OFFICE PRODUCTS, INC.	AA2M011009466	101-0109-02-470-47125	1763664-0	09/07/2023		711.29	
09/07/2023									
VIGIL MALDONADO DETENT		711.29	=====						
01 O	112997	SUPER SAVE	FOOD/KITCHEN AUGUST 2023	201-0411-02-470-47022	230826120772	09/07/2023	61777	4.58	
09/07/2023									
CORRECTIONS-VMDC		4.58	=====						
01 R	112998	SYSCO FOOD SRVC OF NM, LLC	FOOD/KITCHEN AUGUST 2023	201-0411-02-470-47022	366560693	09/07/2023	61774	1239.75	
			FOOD/KITCHEN AUGUST 2023	201-0411-02-470-47022	366552587	09/07/2023	61774	1343.19	
09/07/2023									
CORRECTIONS-VMDC		2582.94	=====						
01 R	112999	TASCOSA OFFICE MACHINES, INC	CONTRACT #CNS67-01	101-0104-01-470-47125	435313	09/07/2023		32.69	
09/07/2023									
CLERK-RECORDING & FILL		32.69	=====						
01 R	113000	TECHNICON TRAINING &	FIELD TRAINING OFFICER COURSE	211-0414-02-470-47040	23-IT-03208	09/07/2023	61700	810.00	
			JOHN VALDEZ/JONATHAN HERNANDEZ				61700		
			AUGUST 29TH THRU 31ST 2023				61700		
			ALBUQUERQUE NM				61700		
09/07/2023									
LAW ENFORCEMENT PROTEC		810.00	=====						
01 R	113001	TENELLE MARIE PHILLIPS	INTENSIVE OUTPATIENT TREATMENT	223-0626-02-340-34030	5	09/07/2023		900.00	
09/07/2023									

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
LDWI GRANT FUND 900.00								
01 R	113002	TRIADIC ENTERPRISES, INC.	CONTRACT, EQUIPMENT, TRSR LIVEWE	101-0101-01-450-45060	10840705809	09/07/2023		2900.56
	2900.56							
	09/07/2023							
COUNTY COMMISSION GASB 2900.56								
01 R	113003	ULIBARRI CONSULTING, LLC	INSTALLMENT 2 OF 12 HOMEVISITGRA	218-0412-02-450-45030		9/07/2023 09/07/2023		2000.00
	2000.00							
	09/07/2023							
YES PROGRAM 2000.00								
01 R	113004	US FOODS, INC	FOOD/KITCHEN AUGUST 2023	201-0411-02-470-47022	3953909	09/07/2023	61775	1321.89
	2874.29		FOOD/KITCHEN SEPTEMBER 2023	201-0411-02-470-47022	4127080	09/07/2023	61929	1552.40
	09/07/2023							
CORRECTIONS-VMDC 2874.29								
01 R	113005	WAGNER EQUIPMENT COMPANY	PARTS FOR AUGUST 2023	204-0402-04-440-44050	P03C0569576	09/07/2023	61808	208.98
	208.98							
	09/07/2023							
ROAD FUND 208.98								
01 R	113006	4 RIVERS EQUIPMENT	PARTS FOR AUGUST 2023	204-0402-04-440-44050	1521284	09/07/2023	61807	2909.36
	2982.82		PARTS FOR AUGUST 2023	204-0402-04-440-44050	1521259	09/07/2023	61807	73.46
	09/07/2023							
ROAD FUND 2982.82								
01 R	113007	PITNEY BOWES GLOBAL	CONTRACT#0040872800	101-0104-01-470-47125	17379276	09/07/2023		253.29
	253.29							
	09/07/2023							
CLERK-RECORDING & FILM 253.29								
01 R	113008	CANON FINANCIAL SERVICES, INC.	CONTRACT #625030-3	101-0104-01-470-47125	31095724-2	09/07/2023		295.11
	295.11							
	09/07/2023							
CLERK-RECORDING & FILM 295.11								
01 R	113009	KRISTIN TRUJILLO	CLAYTON 08/24/2023 HV-KC	218-0412-02-430-43010	9/07/2023	09/07/2023		94.98
	536.43		CLAYTON 08/17/2023 HV-BC, JP	218-0412-02-430-43010				94.01
	09/07/2023		CLAYTON 08/31/2023 HV-55, AS	218-0412-02-430-43010				93.46
			CLAYTON 08/10/2023 HV-FC	218-0412-02-430-43010				92.75
			MAXWELL 08/30/2023 HV-JS	218-0412-02-430-43010				31.32
			BUSINESS CARDS	218-0412-02-460-46001				129.91
YES PROGRAM 536.43								
01 R	113010	RAYETTA M TRUJILLO	ACTUAL: 08/13-08/16 ALBUQUERQUE	101-0105-01-430-43020	9/07/2023	09/07/2023		60.57
	107.61		MILEAGE: 08/13-08/16 ALBUQUERQUE	101-0105-01-430-43010				47.04
	09/07/2023		ELECTION SCHOOL					
CLERK-BUREAU OF ELECTI 107.61								
01 R	113011	SARA TORRES	ACTUAL: 08/13-08/16 ALBUQUERQUE	101-0105-01-430-43020	9/07/2023	09/07/2023		234.08-
	178.04		MILEAGE: 08/13-08/16 ALBUQUERQUE	101-0105-01-430-43010				412.12
	09/07/2023							
CLERK-BUREAU OF ELECTI 178.04								
01 R	113012	CITY OF RATON	SHERIFF	101-0108-02-450-45005	9/07/2023	09/07/2023		4687.53
	6250.00		FRENCH TRACT	209-0405-02-450-45005				223.21
	09/07/2023		MIAMI	209-0406-02-450-45005				223.21
			FARLEY	209-0407-02-450-45005				223.21
			UTE PARK	209-0408-02-450-45005				223.21
			PHILMONT	209-0409-02-450-45005				223.21
			RAPID RESPONSE	209-0419-02-450-45005				223.21
			VERMEJO	209-0424-02-450-45005				223.21
SHERIFF'S OFFICE GASB	4687.53	FRENCH TRACT FIRE FUND	223.21	MIAMI FIRE FUND	223.21			
FARLEY FIRE FUND	223.21	UTE PARK FIRE FUND	223.21	PHILMONT FIRE FUND	223.21			
RAPID RESPONSE FIRE FU	223.21	VERMEJO PARK FIRE FUND	223.21					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
04 O	09/07/2023	ALPINE LUMBER COMPANY	AIRPORT SUNDRIES	502-0605-04-460-46001	51534432	09/06/2023	61797	22.97
COLFAX COUNTY AIRPORT 22.97								
04 O	09/07/2023	FLIGHT LIGHT INC	BASEPLATES COUPLERS SOCKETS	502-0605-04-440-44050	88992IN	09/06/2023	61823	379.56
			BASEPLATES COUPLERS SOCKETS	502-0605-04-440-44050	89008IN	09/06/2023	61823	300.01
COLFAX COUNTY AIRPORT 679.57								
04 O	09/07/2023	CENTURY LINK	AP EMER LINE 5753772582 612B	502-0605-04-470-47150	9-07-2023	09/07/2023		73.15
			AIRPORT 5753773171 682B	502-0605-04-470-47150	/	/		282.11
			AIRPORT 5753770526 801B	502-0605-04-470-47150	/	/		71.10
COLFAX COUNTY AIRPORT 426.36								
04 O	09/07/2023	VILLAGE OF ANGEL FIRE	SERVICE 07/24-08/23	502-0605-04-470-47160	9-07-2023	09/07/2023		228.14
COLFAX COUNTY AIRPORT 228.14								
01 R	09/20/2023	INTERNATIONAL BANK	TRANSFER PAYROLL ENDING 09152023	101-0000-01-100-10104	/	/		326146.63
TREASURER 326146.63								
01 R	09/20/2023	INTERNATIONAL BANK	TRANSFER PAYROLL ENDING 09152023	101-0000-01-100-10104	/	/		1548.53
TREASURER 1548.53								
01 O	09/20/2023	AAA SEPTIC SERVICE	SUPERCROSS-PORTA POTIES	214-0396-01-450-45030	4829	09/19/2023	61985	1160.00
LODGERS TAX 1160.00								
01 R	09/20/2023	ALPINE LUMBER COMPANY	WOOD LATH AND NAILS	204-0402-04-460-46001	52326686	09/19/2023	61891	162.47
ROAD FUND 162.47								
01 R	09/20/2023	AMERICAN FIRE PROTECTION GROUP	INSPECTION LABOR	101-0103-01-450-45030	1061-F209411	09/19/2023		1672.00
MAINTENANCE GASB 1672.00								
01 R	09/20/2023	ARTHUR ROLLOFF	ROLLOFF RATON	501-0602-04-450-45040	5524	09/19/2023	61971	400.00
			ROLLOFF RATON	501-0602-04-450-45040	5520	09/19/2023	61971	1200.00
			ROLLOFF DAWSON FIRE	501-0602-04-450-45040	5521	09/19/2023	61971	450.00
SOLID WASTE FEES 2050.00								
01 R	09/20/2023	BIMBO BAKERIES USA, INC	FOOD/KITCHEN SEPTEMBER 2023	201-0411-02-470-47022	853116903879	09/19/2023	61930	161.05
CORRECTIONS-VMDC 161.05								
01 O	09/20/2023	BLUE 360 MEDIA, LLC	LAW ENFORCEMENT MANUELS	101-0108-02-470-47140	IN2306197702	09/19/2023	61831	945.28
			LAW ENFORCEMENT MANUELS				61831	
			PUBLICATION # 80037				61831	
SHERIFF'S OFFICE GASB 945.28								
01 O	09/20/2023	BOB TURNER'S FORD COUNTRY	REF PO #60992 2023 F-550 CHASSIS	209-0410-02-480-48070	3181	09/19/2023	61632	130814.00
			CAB, 4X4, SUPER CAB XLT, 19,000				61632	
			7.3 GAS ENGINE, 4.88 AXEL,				61632	
			RUNNING BOARDS, SKID PLATES, HD				61632	
			FRONT END, SPARE TIRE & WHEEL,				61632	

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
09/20/2023			METER#65032331 DEEP TUNNEL TRIL	101-0103-01-470-47160	/ /			77.45
			METER#3775 ASPEN FIRESTATION	209-0410-02-470-47160	/ /			84.54
			METER#86619543 PAM COLMAN DR	209-0410-02-470-47160	/ /			49.50
			METER#28148 BLINKING LIGHT	101-0103-01-470-47160	/ /			36.26
=====								
MORENO VALLEY FIRE FUN	215.33	MAINTENANCE GASB	498.92					
01 R	113044	KCRT/KBKZ PHILLIPS BROADCASTING	RADIO BROADCASTING-KCRT	214-0396-01-470-47080	236200003005	09/19/2023	61720	908.00
	2698.00		COLFAX TAVERN-HODGEPODGE	214-0396-01-470-47080	236200010000	09/19/2023	61965	1790.00
09/20/2023								
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LODGERS TAX	2698.00							
01 O	113045	KRTN	FIRE WISE 08/01/23-08/31/23	209-0418-02-470-47080	22623080997	09/19/2023		216.51
	430.86		23/24 ADVERTISEMENTS	101-0102-01-470-47080	73323080990	09/19/2023	61646	32.48
09/20/2023			LEGALS RLE	101-0105-01-470-47080	40323080989	09/19/2023	61817	181.87
=====								
COUNTY FIRE MARSHAL FI	216.51	MANAGER'S OFFICE GASB	32.48	CLERK-BUREAU OF ELECTI	181.87			
01 O	113046	LAWSON PRODUCTS INC	SHOP SUPPLIES	204-0402-04-460-46001	9310875067	09/19/2023	61892	758.06
	883.10		SHOP SUPPLIES	204-0402-04-460-46001	9310885602	09/19/2023	61892	125.04
09/20/2023								
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ROAD FUND	883.10							
01 O	113047	LIL BENNY'S LOCKSMITHING	REMOVE AND INSTALL	101-0108-02-450-45030	11032	09/19/2023	61880	621.41
	621.41							
09/20/2023								
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SHERIFF'S OFFICE GASB	621.41							
01 R	113048	MASON & ISAACSON, P.A.	LEGAL FEES AUG2023	101-0101-01-450-45020	37755	09/19/2023		216.13
	216.13							
09/20/2023								
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COUNTY COMMISSION GASB	216.13							
01 R	113049	MEDICAL POINTS ABROAD	7-NAR HEADREST KIT	211-0414-02-460-46001	61	09/19/2023	61822	1311.25
	1311.25							
09/20/2023								
=====								
LAW ENFORCEMENT PROTEC	1311.25							
01 R	113050	MIAMI DOMESTIC WATER USERS	SERVICE 07/31-08/31	209-0406-02-470-47160		9/19/2023 09/19/2023		60.06
	60.06							
09/20/2023								
=====								
MIAMI FIRE FUND	60.06							
01 R	113051	MOUNTAINTOP SERVICES LLC	LABOR & SERVICE GENERATOR	209-0410-02-440-44050	4352	09/19/2023	61914	2582.33
	2582.33							
09/20/2023								
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MORENO VALLEY FIRE FUN	2582.33							
01 O	113052	N.M. DWI COORDINATORS AFFILIATE	ANNUAL MEMBERSHIP DUES	223-0625-02-470-47140	COLFAX23-24	09/19/2023	61889	150.00
	150.00							
09/20/2023								
=====								
DWI DISTRIBUTION	150.00							
01 R	113053	N.M. TAXATION & REVENUE DEPT	SOLID WASTE GRT	501-0602-04-470-47410		9/19/2023 09/19/2023		978.00
	978.00							
09/20/2023								
=====								
SOLID WASTE FEES	978.00							
01 R	113054	PHILMONT SCOUT RANCH	LIGHTS, SIGNALS, MIRRORS, MOUNTS	209-0409-02-460-46001	105	09/19/2023	61899	392.15
	408.95		BATTERY PROCELL PC2400	209-0409-02-460-46001	SO-009064	09/19/2023	61899	16.80
09/20/2023								
=====								
PHILMONT FIRE FUND	408.95							
01 O	113055	PITNEY BOWES GLOBAL	CONTRACT #0040872800	101-0104-01-470-47125	3317979823	09/19/2023		253.29
	253.29							
09/20/2023								
=====								
CLERK-RECORDING & FILI	253.29							

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R 113056	09/20/2023	PORTABLE MICROGRAPHICS, INC.	IMAGES TO MICROFILM	101-0104-01-460-46002	3850	09/19/2023	61614	56.51
CLERK-RECORDING & FILM 56.51								
01 R 113057	09/20/2023	PRO COM LLC	23-24 PRE-RAN EMP DRUG SCREEN	101-0101-01-450-45050	99957	09/19/2023	61643	127.00
COUNTY COMMISSION GASB 127.00								
01 O 113058	09/20/2023	QUILL CORPORATION	ELECTION SUPPLIES	101-0105-01-460-46001	172343093	09/19/2023	61940	56.68
			ELECTION SUPPLIES	101-0105-01-460-46001	172343598	09/19/2023	61940	627.42
CLERK-BUREAU OF ELECTI 684.10								
01 R 113059	09/20/2023	BURCO CHEMICAL & SUPPLY, INC.	JANITORIAL SUPPLIES	201-0411-02-460-46005	32405	09/19/2023	61978	720.74
CORRECTIONS-VMDC 720.74								
01 R 113060	09/20/2023	RAY'S CAR WASH INC	SHERIFFS CARD 3249203 & 249204	101-0108-02-440-44045		9/19/2023 09/19/2023		215.13
SHERIFF'S OFFICE GASB 215.13								
01 R 113061	09/20/2023	RECORD'S ACE & RENTAL SHOP	12-MARKING PNT FLR	101-0108-02-460-46001	365130	09/19/2023	61939	198.96
SHERIFF'S OFFICE GASB 198.96								
01 O 113062	09/20/2023	ROCKY MOUNTAIN PHYSICAL	23-24 PRE/RAN DRUG SCREEN	101-0101-01-450-45050	9/19/2023	09/19/2023	61645	90.00
COUNTY COMMISSION GASB 90.00								
01 R 113063	09/20/2023	SCANSTAT TECHNOLOGIES, LLC	RELEASE BASIC FEES	101-0108-02-450-45030	48E20D798C73	09/19/2023	61959	27.07
SHERIFF'S OFFICE GASB 27.07								
01 R 113064	09/20/2023	SOUTHERN TIRE MART LLC	TIRES AND REPAIR	204-0402-04-440-44050	5430012477	09/19/2023	61890	2390.00
ROAD FUND 2390.00								
01 R 113065	09/20/2023	SPC OFFICE PRODUCTS, INC.	COPY PAPER	101-0106-01-460-46001	1752316-0	09/19/2023	61968	60.85
ASSESSOR'S OFFICE GASB 60.85								
01 R 113066	09/20/2023	SPRINGER ELECTRIC COOP INC.	WINDMILL RD ABBOTT #13676	209-0407-02-470-47160	9/19/2023	09/19/2023		55.07
			BROKEN ARROW NM58 #11935	209-0405-02-470-47160				119.40
			MIAMI #11397	209-0406-02-470-47160				99.06
			FIREHOUSE RD #13058	209-0407-02-470-47160				130.02
			SUGARLOAF RD #13526	209-0407-02-470-47160				54.14
			175 NM555 #4202	101-0103-01-470-47160				135.72
			2000 HWY56 #9059	209-0405-02-470-47160				56.64
FARLEY FIRE FUND 239.23 FRENCH TRACT FIRE FUND 176.04 MIAMI FIRE FUND 99.06								
MAINTENANCE GASB 135.72								
01 O 113067	09/20/2023	SUPER SAVE	FOOD/KITCHEN SEPTEMBER 2023	201-0411-02-470-47022	9081922219	09/19/2023	61931	4.39
			FOOD/KITCHEN SEPTEMBER 2023	201-0411-02-470-47022	913157115	09/19/2023	61931	35.30
CORRECTIONS-VMDC 39.69								

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Page: 10

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	113068 1442.78 09/20/2023	SYSCO FOOD SRVC OF NM, LLC	FOOD/KITCHEN SEPTEMBER 2023	201-0411-02-470-47022	366571389	09/19/2023	61928	1442.78
CORRECTIONS-VMDC 1442.78								
01 R	113069 22.02 09/20/2023	TASCOSA OFFICE MACHINES, INC	CONTRACT #CN5697-01	101-0104-01-470-47125	438780	09/19/2023		22.02
CLERK-RECORDING & FILI 22.02								
01 O	113070 900.00 09/20/2023	TENELLE MARIE PHILLIPS	INTENSIVE OUT PT TREATMENT	223-0626-02-450-45030	6	09/19/2023		900.00
LDWI GRANT FUND 900.00								
01 R	113071 127.00 09/20/2023	TRANSUNION RISK & ALTERNATIVE	SERVICE 08/01/23-08/31/2023	101-0108-02-470-47140	202308-1	09/19/2023		127.00
SHERIFF'S OFFICE GASB 127.00								
01 R	113072 2990.95 09/20/2023	US FOODS, INC	FOOD/KITCHEN SEPTEMBER 2023 FOOF/KITCHEN AUGUST 2023	201-0411-02-470-47022 201-0411-02-470-47022	4303842 3424297	09/19/2023 09/19/2023	61929 61775	1629.68 1361.27
CORRECTIONS-VMDC 2990.95								
01 R	113073 128.43 09/20/2023	VERIZON WIRELESS	SERVICE 08/11-09-10	101-0102-01-470-47150	9944117229	09/19/2023		128.43
MANAGER'S OFFICE GASB 128.43								
01 R	113074 40000.00 09/20/2023	VILLAGE OF CIMARRON	HELP PAY OFF AMBULANCE	299-0802-06-470-47561	9/19/2023	09/19/2023		40000.00
MCMC HOSPITAL FUND 40000.00								
01 R	113075 150.00 09/20/2023	ZACHARY WAINWRIGHT	FACILITY INSPECTION 3RD QUARTER	101-0109-02-450-45030	9/19/2023	09/19/2023	61979	150.00
VIGIL MALDONADO DETENT 150.00								
01 R	113076 73.20 09/20/2023	ZIA NATURAL GAS	175 HWY 555 METER#54904 9 SOUTH POND METER372261	101-0103-01-470-47160 209-0419-02-470-47160	9/19/2023	09/19/2023		57.97 15.23
MAINTENANCE GASB 57.97 RAPID RESPONSE FIRE FU 15.23								
01 R	113077 700.00 09/20/2023	NOBLE SOFTWARE GROUP, LLC	ANNUAL USER FEE	223-0625-02-410-41056	2155	09/19/2023	61856	700.00
DWI DISTRIBUTION 700.00								
01 R	113078 684.22 09/20/2023	THOMAS VIGIL	GRADY FIRE MEALS & HOTEL	101-0118-01-430-43020	9/16/2023	09/19/2023		684.22
EMERGENCY MANAGEMENT 684.22								
01 O	113079 153.84 09/20/2023	JEREMY GRUVER	STATION WEAR	209-0444-02-460-46001	9/19/2023	09/19/2023		153.84
CC PHILMONT WILD FIRE 153.84								
01 R	113080 379.27 09/20/2023	JAMES R SANCHEZ	PARADE & FIRE SUPPLIES	209-0444-02-460-46001	9/19/2023	09/19/2023		379.27
CC PHILMONT WILD FIRE 379.27								

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	113081	NICK J CARDENAS	ACTUAL: 9/7/23-9/8/23 ALBUQUERQU	209-0418-02-430-43020	9/07/2023	09/19/2023		177.95
	09/20/2023		ABQ TO PICK UP TRUCK					
		COUNTY FIRE MARSHAL FI						177.95
01 R	113082	JOHN VALDEZ	ACTUAL: 8/28-8/31 ALBUQUERQUE	101-0108-02-430-43020	9/19/2023	09/19/2023		89.00
	09/20/2023		FIELD OFFICER TRAINING					
		SHERIFF'S OFFICE GASB						89.00
01 R	113083	JONATHAN HERNANDEZ	ACTUAL: 8/28-8/31 ALBUQUERQUE	101-0108-02-430-43020	9/19/2023	09/19/2023		89.00
	09/20/2023		FIELD OFFICER TRAINING					
		SHERIFF'S OFFICE GASB						89.00
01 R	113084	WAGNER EQUIPMENT COMPANY	PARTS FOR SEPTEMBER 2023	204-0402-04-440-44050	P03C0571359	09/20/2023	61948	1717.00
	09/20/2023							
		ROAD FUND						1717.00
01 R	113085	NORTHEASTERN ENTERPRISES	REPLACE TOILET COURTHOUSE 3RD FL	101-0103-01-440-44010	9/20/2023	09/20/2023	61993	1132.40
	09/20/2023		SEPTIC TANK PUMPING EVENT CENTER	101-0103-01-440-44010	9-20-2023	09/20/2023	61994	400.00
		MAINTENANCE GASB						1532.40
01 R	113086	CUNICO TIRE COMPANY INC	TIRE PATCH REPAIR	501-0602-04-440-44045	60204	09/20/2023	61987	25.00
	09/20/2023							
		SOLID WASTE FEES						25.00
01 R	113087	COLFAX COUNTY	MANAGER FUEL FOR TRAVEL	101-0102-01-430-43040	9/20/2023	09/20/2023		55.54
	09/20/2023		FIRE MARSHAL SUPPLIES	209-0418-02-460-46001		/ /		270.63
			MEALS AND HOTEL SHERIFF DEPT	101-0108-02-450-45032		/ /		741.59
			HOTEL STAY FOR VMDC	101-0109-02-430-43020		/ /		1652.04
		MANAGER'S OFFICE GASB						55.54
		VIGIL MALDONADO DETENT	COUNTY FIRE MARSHAL FI	270.63	SHERIFF'S OFFICE GASB			741.59
								1652.04
01 R	113088	PENDLETON OIL & GAS CO.	ROAD DEPT PROPANE 09/14/2023	101-0103-01-470-47160	242165	09/20/2023		460.65
	09/20/2023		ROAD DEPT PROPANE 09/14/2023	101-0103-01-470-47160	242166	09/20/2023		423.30
		MAINTENANCE GASB						883.95
01 R	113089	NEWMAN TRAFFIC SIGNS	SIGNS	204-0402-04-460-46001	TRFINV049318	09/20/2023	61950	111.48
	09/20/2023							
		ROAD FUND						111.48
01 R	113090	SIERRA COMMUNICATIONS, INC	REFERENCE PO 60323-TELEPHONE	301-0551-09-480-48087	9/20/2023	09/20/2023	61988	15693.89
	09/20/2023							
		CAPITAL IMPROVEMENT FU						15693.89
04 O	3286	INTERNATIONAL BANK	TRANSFER PAYROLL ENDING 09152023	101-0000-01-100-10104		/ /		2682.96
	09/20/2023							
		TREASURER						2682.96
04 O	3287	N.M. TAXATION & REVENUE DEPT	ANGEL FIRE AIRPORT GRT	502-0605-04-470-47410	9/19/2023	09/19/2023		931.33
	09/20/2023							
		COLFAX COUNTY AIRPORT						931.33
04 O	3288	SYN-TECH SYSTEMS INC.	ANNUAL TERMINAL WARRANTY MAINT	502-0605-04-440-44050	272014	09/19/2023	61972	1675.00
	09/20/2023							
		COLFAX COUNTY AIRPORT						1675.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
04 O	09/20/2023	KIT CARSON ELECTRIC COOP, INC.	METER#33175 AIRPORT FIRE DEPT METER#79986622 3520 HWY 434 AP	502-0605-04-470-47160 502-0605-04-470-47160	9-19-2023	09/19/2023		245.36 77.13
COLFAX COUNTY AIRPORT 322.49								
04 O	09/20/2023	KIT CARSON TELECOM	ANGELFIREAIRPORT1811	502-0605-04-470-47150	9-19-2023	09/19/2023		114.46
COLFAX COUNTY AIRPORT 114.46								
01 O	09/27/2023	ALPINE LUMBER COMPANY	MISC SUPPLIES SEPT 2023 ENCUMBERANCE MONTHLY ENCUMBERANCE AUGUST 2023	209-0419-02-460-46001 101-0103-01-440-44010 209-0410-02-460-46001	52326098 52327212 51532058	09/27/2023 09/27/2023 09/27/2023	61918 61900 61786	1186.50 22.99 26.38
RAPID RESPONSE FIRE FU 1186.50 MAINTENANCE GASB 22.99 MORENO VALLEY FIRE FUN 26.38								
01 O	09/27/2023	AMERICAN EAGLE ELEVATOR LLC	QTR SERVICE JUNE-AUGUST	101-0103-01-450-45030	13012	09/27/2023		1607.64
MAINTENANCE GASB 1607.64								
01 O	09/27/2023	ARTESIA FIRE EQUIPMENT, INC.	AED-861304-C01	209-0419-02-462-46020	81781	09/27/2023	61917	8150.00
RAPID RESPONSE FIRE FU 8150.00								
01 O	09/27/2023	AT&T MOBILITY	SHERIFF MORENO VALLEY 2/3 YES 1/3 YES FIRE MARSHAL DWI FRENCH TRACT FARLEY ALL OTHERS	101-0108-02-470-47150 209-0410-02-470-47150 218-0412-02-470-47150 218-0413-02-470-47150 209-0418-02-470-47150 223-0625-02-470-47150 209-0405-02-470-47150 209-0407-02-470-47150 101-0102-01-470-47150	9262023	09/27/2023		1811.90 130.90 275.61 141.98 81.70 91.54 45.77 50.82 1136.03
SHERIFF'S OFFICE GASB 1811.90 MORENO VALLEY FIRE FUN 130.90 YES PROGRAM 275.61 YES BHSD PREVENTION 141.98 COUNTY FIRE MARSHAL FI 81.70 DWI DISTRIBUTION 91.54 FRENCH TRACT FIRE FUND 45.77 FARLEY FIRE FUND 50.82 MANAGER'S OFFICE GASB 1136.03								
01 O	09/27/2023	AUTOMATED ELECTIONS SERVICES	NCR PAPER	101-0105-01-460-46001	59427	09/27/2023	61973	75.00
CLERK-BUREAU OF ELECTI 75.00								
01 O	09/27/2023	A & M REPAIR	FRONT/REAR BREAKS TAX AND LABOR UNIT # 901	101-0108-02-440-44045 101-0108-02-440-44045	45434	09/27/2023	61975 61975 61975	501.58 50.57
SHERIFF'S OFFICE GASB 552.15								
01 O	09/27/2023	BIMBO BAKERIES USA, INC	FOOD/KITCHEN SEPTEMBER 2023	201-0411-02-470-47022	85311603973	09/27/2023	61930	151.60
CORRECTIONS-VMDC 151.60								
01 O	09/27/2023	BRUCE W. WASHBURN	23-24 PER EMPLOYMENT PHYSICAL	101-0101-01-450-45030	9/27/2023	09/27/2023	61644	1050.00
COUNTY COMMISSION GASB 1050.00								
01 O	09/27/2023	BURCO CHEMICAL & SUPPLY, INC.	SEPT 2023 ENCUMBERANCE SEPT 2023 ENCUMBERANCE	101-0103-01-460-46005 101-0103-01-460-46005	32371 32348	09/27/2023 09/27/2023	61901 61901	15.00 1954.62
MAINTENANCE GASB 1969.62								
01 O	09/27/2023	CANON FINANCIAL SERVICES, INC.	CONTRACT #625030-2 CONTRACT 3625030-1SEPTEMBER BILL CONTRACT #625030-1 AUGUST	101-0107-01-470-47125 101-0102-01-470-47125 101-0102-01-470-47125	31267448 31267449 31095725-2	09/27/2023 09/27/2023 09/27/2023		272.84 296.00 296.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
TREASURER'S OFFICE GAS 272.84		MANAGER'S OFFICE GASB 592.00						
01 O	113125	CARQUEST RATON	MISC SUPPLIES	209-0419-02-460-46001	5728-421909	09/27/2023	61919	3415.62
	09/27/2023							
RAPID RESPONSE FIRE FU 3415.62								
01 O	113126	CENTURY LINK	SHERIFF DEPT 575-445-2988 739B	101-0108-02-470-47150		9/27/2023	09/27/2023	81.26
	09/27/2023							
SHERIFF'S OFFICE GASB 81.26								
01 O	113127	COMFORT SYSTEMS USA (SOUTHWEST)	AGREEMENT 45641 BILL 110F12	101-0103-01-450-45030	930034491	09/27/2023		286.88
	09/27/2023							
MAINTENANCE GASB 286.88								
01 O	113128	DIRT DONE RIGHT, LLC.	PIT RUN GRAVEL	209-0410-02-440-44010		9/27/2023	09/27/2023	760.00
	09/27/2023							
MORENO VALLEY FIRE FUN 760.00								
01 O	113129	HEIMAN FIRE EQUIP, INC.	MISC SUPPLIES SEE QUOTE	209-0407-02-460-46001	924240-IN	09/27/2023	61846	1067.84
	09/27/2023		MIS SUPPLIES SEE QUOTE	209-0407-02-460-46001	924851-IN	09/27/2023	61846	1268.09
			REFERENCE PO # 60815	209-0407-02-460-46001	923875-IN	09/27/2023	62016	409.95
			2.5" HYDRANT BALL VALVE				62016	
			FARLEY FD STATE FUNDS				62016	
FARLEY FIRE FUND 2745.88								
01 O	113130	JOHN DEERE CREDIT	JD GRDR 1DW670GXCLF706941670G	204-0402-04-470-47125	2828983	09/27/2023		218.60
	09/27/2023		JD GRDR 1DW672GXCLF706952672G	204-0402-04-470-47125	2829028	09/27/2023		8167.24
ROAD FUND 8385.84								
01 O	113131	KIT CARSON ELECTRIC COOP, INC.	METER #5541516 14 HUMMINGBIRD LN	209-0408-02-470-47160		9/27/2023	09/27/2023	59.86
	09/27/2023							
UTE PARK FIRE FUND 59.86								
01 O	113132	LIL BENNY'S LOCKSMITHING	TIRES MAINT VEHICLE	101-0103-01-440-44045	11061	09/27/2023	61989	613.82
	09/27/2023		ELECTRONIC LOCK/INSTALLATION	101-0103-01-440-44050	11062	09/27/2023	61909	686.12
MAINTENANCE GASB 1299.94								
01 O	113133	MESA PHARMACY	VMDC MEDS SEPTEMBER 2023	201-0411-02-470-47025		9/27/2023	09/27/2023	4474.43
	09/27/2023							
CORRECTIONS-VMDC 4474.43								
01 O	113134	NEW MEXICO FIRE SAFETY & WELDING	MISC SUPPLIES	209-0448-02-460-46001	4341	09/27/2023	61732	1556.00
	09/27/2023		MISC SUPPLIES	209-0418-02-460-46001	4370	09/27/2023	61863	445.00
			FIRE MARSHAL STATE FUNDS				61863	
			MISC SUPPLIES	209-0418-02-460-46001	4369	09/27/2023	61863	420.00
			MISC SUPPLIES	209-0418-02-460-46001	4368	09/27/2023	61863	490.00
FIRE MARSHAL WILDFRE S 1556.00		COUNTY FIRE MARSHAL FI 1355.00						
01 O	113135	NMAC CLERK'S AFFILIATE	MEMBERSHIP DUES	101-0104-01-470-47140	#1 07/15/23	09/27/2023	61613	150.00
	09/27/2023							
CLERK-RECORDING & FILM 150.00								
01 O	113136	N.M. DEPT OF INFORMATION TECH	RADIO SERVICE AUG 2023	222-0415-02-450-45006	45690	09/27/2023		210.00
	09/27/2023							
FIRE EXCISE TAX FUND 210.00								

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
	09/27/2023	106.68						
VIGIL MALDONADO DETENT 106.68								
01 O	113146	SUBURBAN PROPANE, L.P.	REF#83756 MORENO VALLEY FD6	209-0410-02-470-47160	9/27/2023	09/27/2023		380.87
			REF#208310,208311,208312 MV FD6	209-0410-02-470-47160				3.24
			REF#208177,208178 FRENCH TRACT F	209-0405-02-470-47160				2.16
01 O	113147	SUPER SAVE	FOOD/KITCHEN SEPTEMBER 2023	201-0411-02-470-47022	23914157112	09/27/2023	61931	13.35
			FOOD/KITCHEN SEPTEMBER 2023	201-0411-02-470-47022	19877101	09/27/2023	61931	6.78
			FOOD/KITCHEN SEPTEMBER 2023	201-0411-02-470-47022	1282227	09/27/2023	61931	14.27
CORRECTIONS-VMDC 34.40								
01 O	113148	SYSCO FOOD SRVC OF NM, LLC	FOOD/KITCHEN SEPTEMBER 2023	201-0411-02-470-47022	366588091	09/27/2023	61928	1590.84
			FOOD/KITCHEN SEPTEMBER 2023	201-0411-02-470-47022	366580119	09/27/2023	61928	1650.98
CORRECTIONS-VMDC 3241.82								
01 O	113149	TASCOSA OFFICE MACHINES, INC	CONTRACT #CN5006-01	101-0107-01-470-47125	440404	09/27/2023		51.22
			CONTRACT #CN4914-02	101-0102-01-470-47125	440403	09/27/2023		256.73
			3 CASES OF PAPER	101-0109-02-460-46001	441778	09/27/2023	62007	210.00
TREASURER'S OFFICE GAS 51.22 MANAGER'S OFFICE GASB 256.73 VIGIL MALDONADO DETENT 210.00								
01 O	113150	US FOODS, INC	FOOD/KITCHEN SEPTEMBER 2023	201-0411-02-470-47022	4483809	09/27/2023	61929	1655.14
CORRECTIONS-VMDC 1655.14								
01 O	113151	WESTERN WOOD PRODUCTS	3X12X16 TIMBERS	204-0402-04-460-46001	67683	09/27/2023	61848	1800.00
ROAD FUND 1800.00								
01 O	113152	TITLE SERVICES, INC.	EARNEST MONEY DEPOSIT 333SAVAGE	301-0551-09-480-48010	9/27/2023	09/27/2023		1000.00
CAPITAL IMPROVEMENT FU 1000.00								
01 O	113153	PLATEAU WIRELESS-NM RSA 2	FARLEY SERVICE 09/22-10/21	209-0407-02-470-47150	9/27/2023	09/27/2023		99.53
FARLEY FIRE FUND 99.53								
01 O	113154	KRISTIN TRUJILLO	COMMUNITY HALLOWEEN PARADE SUPPL	218-0412-02-460-46001	9/27/2023	09/27/2023		26.37
YES PROGRAM 26.37								
04 O	3292	KIT CARSON ELECTRIC COOP, INC.	METER#24878 3570 AIRPORT OFFICE	502-0605-04-470-47160	9-27-2023	09/27/2023		56.21
			METER#24998 AIRPORT	502-0605-04-470-47160				211.52
			METER#24938 3570 HWY 434 AF AIR	502-0605-04-470-47160				287.06
COLFAX COUNTY AIRPORT 554.79								
04 O	3293	SUBURBAN PROPANE, L.P.	REF#208287 AIRPORT AF	502-0605-04-470-47160	9-27-2023	09/27/2023		1.08
COLFAX COUNTY AIRPORT 1.08								
05 O	1142	MOLZEN-CORBIN & ASSOCIATES CORP	COL221-11 APRON SEAL & MARKING	302-0604-09-480-48088	25113	09/27/2023		14936.39
FAA AF AIRPORT 14936.39								
01 R	113114	INTERNATIONAL BANK	TRANSFER PAYROLL ENDING 09302023	101-0000-01-100-10104				317235.40

Date: 10/02/23 15:47:18 (CHEC60)

CHECK LISTING

Page: 16

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
=====								
								317235.40
	09/29/2023							
TREASURER								317235.40
=====								
01 R	113157	INTERNATIONAL BANK	TRANSFER PAYROLL ENDING 09302023 101-0000-01-100-10104			/ /		239.51
	239.51							
	09/29/2023							
TREASURER								239.51
=====								
04 O	3291	INTERNATIONAL BANK	TRANSFER PAYROLL ENDING 09302023 101-0000-01-100-10104			/ /		2682.96
	2682.96							
	09/29/2023							
TREASURER								2682.96
=====								
	176	1463625.81	/ /	TOTAL				

Colfax County



LODGERS TAX PROJECTS GRANT APPLICATION

APPLICATION FOR REQUESTING FUNDING FOR PROJECTS

1. Complete Project Narrative:

(Provide a complete description of the project, including how this project will bring people into the County.)

Alcohol service for the Raton Supercross. Supercross advertises from Albuquerque to Denver and as far east as Amarillo. The RMRA has member riders and their families who come from all over Colorado, New Mexico, and Arizona for the entire weekend.

2. List the objective for your project.

Provide hospitality services for guests to make this more of a destination event and to raise sales tax dollars for Colfax county via our sales and sales throughout the community.

3. Describe how this project promotes Colfax County as a destination which results in overnight stays that include other revenue generating activities in the community.

The advertising brings spectators from all over. The sanctioning body, RMRA brings riders and their families to spectate over the weekend. This results in people dining out and spending money at area stores. I personally saw people from out of town at Super Save as well as Tractor Supply and spoke to people at the event who had come from as far as Arizona, all over Colorado, Albuquerque, Cordova, Las Cruces, Texas, and western parts of New Mexico.

4. Describe how this project enhances future promotion of the County as a destination.

People get a chance to experience our own brand of hospitality as well as seeing and hearing about other amenities in the immediate area including our resort areas like Eagle Nest, Cimarron Canyon, and Angel Fire.

5. List any partners who will provide funding for your project

Partner Name	Partner Contribution
	\$
	\$
	\$
	\$

6. Provide a detail cost breakdown for the cost of the Project
(Attach a copy of budget, pro-forma, or other financial information)

Colin Tawney

 Printed Name



 Signature

Three written bids will be required for all projects over \$5,000.00

Colfax County



LODGERS TAX PROJECT GRANT COVER SHEET

(Turned in with application 45 days prior to project)

PROJECT TITLE	Raton Supercross 2023 Alcohol Service
FUNDING REQUESTED	\$1500
BRIEF PROJECT NARRATIVE:	Provide hospitality services which enhance the guest experience during the Raton Supercross event. This also raises sales tax for the county via our sales.

9/8/23

PROJECT START DATE

9/9/23

PROJECT COMPLETION DATE

Requesting Entity	Blu Dragonfly Brewing LLC
Street Address	33808 US Highway 64
City, State, Zip	Raton, NM 87740
Project Organizer Contact Person	Colin Tawney
Phone Number	575-376-1110
Project Organizer E-mail	colin@bludragonflybrewing.com
Is the project Non-Promotional	Yes or No
Authorized Requestor	Date Signed: 9/11/23

Colin Tawney _____
Printed Name

 _____
Signature

FOR USE BY THE COUNTY ONLY

Total Funding Requested	\$
Eligible for Lodgers Tax Funding	YES or NO
Funding Approved by Lodgers Tax Committee	\$

Post-Project Form 1

EVALUATION FORM 1 of 2

LODGERS' TAX SUMMARY REPORT

(Turn in no later than 45 days after project completion)

Contact Information

Entity Name (As listed on W9)	Blu Dragonfly Brewing LLC
Project Name	Raton Supercross
Project Date(s)	9/8 & 9/9/2023
Project Organizer Name & Title within Organization	Center CI, Patricia Duran, Executive Director
Phone Number of Project Organizer	(575) 445-8679
Email of Project Organizer	patricia@centerci.org
Project Location(s)	Colfax County Event Center, Jim Young Arena

Results

Number of tourists your project attracted, (excluding volunteers and staff)	Estimated over 1000 between participants, their families/guests, and spectators
Number of volunteers/staffs completing your project	Unknown

Specify OTHER revenue sources contracted

Name of Business/Organization	Amount Awarded	Date Funding Awarded

EVALUATION FORM 2 of 2

LODGERS' TAX SUMMARY REPORT

(Turn in no later than 45 days after project completion)

1. How did you calculate the project expenses?

Contract with CCSD

2. Describe the project expenses and how the funds were used to achieve it:

Event security

3. Describe the projects impact on businesses and residents located in Colfax County:

I personally observed and spoke with event participants and/or their entourage at
area stores and restaurants

Signature of person completing evaluation:  Date: 9/11/23

Failure to submit an evaluation form and 3 high resolution photos (of the project) may result in denial of future requested funding.

Post-Project Form 3

EXPENDITURES REPORT

COLFAX COUNTY LODGERS TAX FUND FINAL REPORT
 (Turn in no later than 45 days after project completion)

Name: Blu Dragonfly Brewing LLC Report Date: 9/11/23

Contact Name: Colin Tawney Contact #: 575-376-1110

Address: 33808 US Highway 64, Raton, NM 87740 E-Mail: colin@bludragonflybrewing.com

Name of Business/Organization	Amount Awarded	Date Funding Awarded
Blu Dragonfly Brewing LLC	\$1500	

<u>Date Submitted for Payment</u>	<u>Vendor Name</u> Attach copy of Business Invoice	<u>Product</u> Attach proof of Service/Product	<u>Purpose</u> Describe	<u>Amount of Invoice</u>	<u>Date Paid</u> Proof of Payment
9/11/23	Colfax County Sheriff	Security Agreement	Event Security	\$1500	

**CONTRACT BETWEEN THE COUNTY OF COLFAX COUNTY SHERIFF'S
OFFICE AND
FOR SPECIAL DUTY ASSIGNMENTS**

THIS AGREEMENT is made and entered into the 11th day of August 2023 by and between the Colfax County Sheriff's Office, hereinafter referred to as the "Sheriff's Office" and " Blu Dragonfly Brewing " referred to as the "Client".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES.

1. Scope of Work.

- A. The County will provide sheriff's office off-duty sworn personnel and agency apparatus to standby for:
- i. Description of assignment: Security at Super Cross
 - ii. Number of deputy hours required: 30 hours 2 deputy)
 - iii. Dates: September 8, 2023 and September 9, 2023
 - iv. Times: September 8 1600 to 2100 and September 9 1200 to 2200
 - v. Location: Colfax County Event Center 175 Highway 555, Raton, NM 87740
 - vi. Special Instructions: Alcohol to be served.
- B. Colfax County will provide all insurance for the deputies and vehicles, including, liability, workers compensation health and accident coverage as regularly provided.
- C. All extra duty assignments and related work shall be in compliance with the most current "Standard Operating Procedure Manual" of Colfax County.
- D. Any and all extra duty assignments by sheriff's office personnel and volunteers shall be determined and approved by the Sheriff or his designee. The description above is approximate and the assignment may be ended, or conditions imposed, at any time by the Sheriff or his representative in his sole discretion.

2. Compensation.

- A. The Client shall pay to the County a rate of \$ 50.00 per hour per deputy (the amount must be enough to cover time and ½ pay for each deputy. Total of \$ 1500.00
- B. The Client shall pay the County ten working days prior to the event.

3. Termination.

This agreement may be terminated by either party upon forty-eight (48) hours written notice to the other party directed to the mailing addresses or e-mail address set forth below. Any assignment canceled by the Client on less than forty-eight (48) hours' notice shall incur a minimum charge against the Client of five (4) duty hours per deputy assigned at the specified rate.

4. Status of Deputies.

The deputies and the County's other agents, employees, and volunteers are not employees or agents of the Client. The County understands that all sums received hereunder that are and paid to county personnel and county volunteers shall be reported for income tax purposes on the appropriate tax form issued to each county employee and each county volunteer annually.

5. Records and Audit.

The Client shall maintain, for three (3) years, detailed time records which indicate the date, time and nature of acquired services. These records shall be subject to inspection by the County and the State Auditor.

6. Confidentiality.

Any confidential information provided to or developed by the Client in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of the County.

7. Amendment.

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

8. Merger.

This agreement 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 this written agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

9. Penalties.

New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

10. Applicable Law.

The laws of the State of New Mexico shall govern this agreement and shall be enforceable in the Eighth Judicial District Court in Colfax County.

11. Indemnification.

[See, New Mexico Attorney General Opinion, No. 00-04, issued November 1, 2000, prohibiting public entities from agreeing to indemnify a private party.] The Client shall defend, indemnify and hold harmless the County and the State of New Mexico from all

actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this agreement, caused by the negligent act or failure to act of the Client, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client or patron of the Client resulting in injury or damage to persons or property during the time when the County or any firefighter, officer, agent, employee, servant, subcontractor, or volunteer thereof has or is performing extra duty assignments pursuant to this Agreement.

12. Conflict of Interest.

The Client warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. The Client certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer have been followed.

13. Notices.

Any notice required to be given to either party by this agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Colfax County
C/O: Colfax County Manager
230 North 3rd
Raton, NM 87740

IN WITNESS WHEREOF, the parties have executed this agreement as of the date listed above.

Monte Gore, County Manager



Leonard M Baca, Sheriff



Authorized Individual to sign,



Requested by Supercross:

Promotional	\$25,750.00
Non-promotional	\$1200.00

Leaving a balance of	Promotional	\$1316.00
	Non-promotional	\$40.00
	Total	\$1356.00

Colfax County



LODGERS TAX PROJECT GRANT APPLICATION

ELGIBILITY

- Only projects occurring in the unincorporated portion of the County are eligible for County Lodger Tax funds and as per Colfax County Ordinance NO. 2019-02 (Amended) Section 5 (B). Three written bids will be required for all projects over \$5,000.00
- An organization may have a worthy community project, however, if the project does not promote tourism or tourist attractions, the organization will not qualify for Lodgers Tax Funds. The end goal should be to promote and strengthen the tourism economy of Colfax County.

SUBMISSION REQUIREMENTS

- Any questions about the Application should be addressed to the County Manager by phone at (575) 445-9661 or the Lodger's Tax Clerk.
- All Lodgers Tax Grant requests must be in the format as shown in this application. Failure to complete the application in its entirety will automatically disqualify the request.
- The original Application must be submitted to the County Manger's Office, P.O. Box 1498, Raton, New Mexico 87740.
- Application will be reviewed at the Regular Meeting of the Lodgers Tax Advisory Committee. Application must be present at the meeting for their application to be considered at the meeting and the Lodger's Tax Funding Guide must be signed and dated by all Applicants.

For Lodger's Tax Advisory Board Use Only

PRIORITY #	# 5
AMOUNT TO BE RECOMMENDED TO COUNTY COMMISSION	\$ 1500 ⁰⁰

Title/Position

Tina Colangelo
Clerk

Colfax County



PO Box 1498, 230 N. 3rd St., Raton New Mexico 87740

Lodger's Tax Request Form

USE OF PROCEEDS: For advertising, publicizing, and promoting tourist-related facilities and attractions and tourist related events in Colfax County. The proceeds collected by the County, pursuant to "The Ordinance", must be expended within (2) Two years of the fiscal year in which they were collected.

FACILITIES: Any organization which promotes travel and tourism for the benefit of Colfax County.

The Lodgers' Tax Advisory Committee has a recommendation for the Colfax Board of County Commissioners':

Name: Blu Dragonfly Brewing LLC

Address: 33808 US Hwy 64

City: Raton

State: New Mexico

Zip Code: 87740

Date of event: September 8 & 9, 2023

Amount Requested: \$1,500.00

Non-Promotional Funding: \$1,500.00

Promotional Funding: _____

Administrative Cost: \$0.00

<u>BUSINESS NAME & ADDRESS</u>	<u>AMOUNT REQUESTED</u>	<u>RECOMMENDED FOR APPROVAL BY:</u>
Blu Dragonfly Brewing LLC 33808 US Hwy 64 Raton NM 87740	\$1,500.00	Colfax County Lodgers Tax Tina Colangelo Lodger's Tax Clerk

APPROVED BY BOARD OF COMMISSIONERS:

Date: _____




ACCURATE CONTROLS, INC.
SECURITY AUTOMATION SYSTEMS

Vigil-Maldonado Detention Center

Jeromy Dahlke

Director of Service Sales

 920.748.6603 ext.1

 jdahlke@accuratecontrols.com

 420 E. Oshkosh St, Ripon WI 54971

SERVICE AGREEMENT

(Security Automation Systems)

THIS AGREEMENT executed on this the ____ day of _____, 2023, but agreed to be effective from and after the 13th day of October, 2023, by and between Vigil-Maldonado Detention Center (hereinafter “Client”), and **ACCURATE CONTROLS, INC.**, (hereinafter “ACI”). **NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual promises and agreements contained herein, Client hires ACI and ACI agrees to work for Client under the terms and conditions hereby agreed upon by the parties.

SECTION 1 – Scope of Services

ACI agrees to perform services for the client’s security automation systems, installed by ACI at the Client’s facility located at 444 Hereford Ave, Raton, NM 87740. ACI agrees to perform the work for the Client on the terms and conditions set forth in this Agreement and as defined under the following Plans. It is recommended that the client provide an internet link for remote access, so we can better support your facility. Schedule A reflects fees for time and material costs. Schedule B will include the following equipment/ systems that are included for support per a service contract. Schedule B will also show equipment that can be eligible for repair/ replacement per a Gold or Silver plan. Schedule C will exclude equipment /systems that ACI does not support per this contract.

PHONE PLAN:

Provide a customer defined configuration of online, office hour, and after-hour telephone technical assistance.

Online & Phone Support: 24/7 Phone Support	Typical Cost	Contract
ANNUAL FEE (for 1-year Agreement):	\$ 17,502.40	\$ 11,496.00
TWO YEAR FEE* (for 2-year Agreement):	\$ 34,304.70	\$ 22,532.16
THREE YEAR FEE* (for 3-year Agreement):	\$ 49,881.84	\$ 32,763.60

**The two-year Agreement is equal to the Annual Fee multiplied by two (2), less a 2% incentive discount. The three-year Agreement is equal to the Annual Fee multiplied by three (3), less 5% incentive discount.*

Online & Phone Support: Office Hours: Daily 7:30 am to 4:30 pm	Typical Cost	Contract
ANNUAL FEE (for 1-year Agreement):	\$ 11,300.80	\$ 7,425.60
TWO YEAR FEE* (for 2-year Agreement):	\$ 22,149.57	\$ 14,554.18
THREE YEAR FEE* (for 3-year Agreement):	\$ 32,207.28	\$ 21,162.96

**The two-year Agreement is equal to the Annual Fee multiplied by two (2), less a 2% incentive discount. The three-year Agreement is equal to the Annual Fee multiplied by three (3), less 5% incentive discount.*

Any additional visits made by an Accurate Controls’ Service Technician will be provided and billed by hour, travel and per Diem as referenced in (Schedule A). In addition, ACI will service door control hardware installed by others on a time and material basis only. See Attached Time and Material (Schedule A).

BRONZE PLAN:

Provide online, 24/7 telephone technical assistance, and provide one (1) scheduled annual service visit. Annual service visit will include one qualified technician for a limit of two (2) days, 8:00 am until 4:30 pm (lunch break 1/2 hour) to inspect and adjust any equipment scheduled by the Client or deemed necessary by the inspecting technician. This visit will include a routine check of all security control systems installed by ACI. The scheduled service date shall be determined at the beginning of the Agreement.

	Typical Cost	Contract
ANNUAL FEE (for 1-year Agreement):	\$ 23,837.40	\$ 16,415.00
TWO YEAR FEE* (for 2-year Agreement):	\$ 46,271.30	\$ 32,173.40
THREE YEAR FEE* (for 3-year Agreement):	\$ 67,936.59	\$ 46,782.75

**The two-year Agreement is equal to the Annual Fee multiplied by two (2), less a 2% incentive discount. The three-year Agreement is equal to the Annual Fee multiplied by three (3), less 5% incentive discount.*

Agreement includes eight (8) hours of programming time per plan year without additional cost. If programming time exceeds eight (8) hours per year, additional time required will be billed at the (Schedule A) rate. Any additional visits made by an Accurate Controls' Service Technician will be provided and billed by hour, travel and per diem as referenced in (Schedule A). In addition, ACI will service door control hardware installed by others on a time and material basis only. See Attached Time and Material (Schedule A).

SILVER PLAN:

Provide online, 24/7 telephone technical assistance, equipment replacement, and two (2) scheduled annual service visits. Annual service visit will include one qualified technician for a limit of two (2) days, 8:00 am until 4:30 pm (lunch break 1/2 hour) to inspect and adjust any equipment scheduled by the Client or deemed necessary by the inspecting Technician. Each visit will include a routine check of all security control systems installed by ACI. The scheduled service date shall be determined at the beginning of the Agreement.

An unscheduled visit may be arranged at any time deemed necessary by the client. However, one (1) unscheduled visit will remove one (1) scheduled visits from your scheduled visit balance. An Accurate Controls' Service Technician will be sent to the site to service or replace the "critical" item only. No routine service work will be performed during the emergency visit.

During the term of this contract, total equipment replacement costs covered by ACI shall not exceed 40% of the Agreement amount.

	Typical Cost	Contract
ANNUAL FEE (for 1-year Agreement):	\$ 34,410.16	\$ 25,571.76
TWO YEAR FEE* (for 2-year Agreement):	\$ 67,443.92	\$ 50,120.65
THREE YEAR FEE* (for 3-year Agreement):	\$ 98,068.96	\$ 72,879.52

**The two-year Agreement is equal to the Annual Fee multiplied by two (2), less a 2% incentive discount. The three-year Agreement is equal to the Annual Fee multiplied by three (3), less 5% incentive discount.*

Agreement includes eight (8) hours of programming time per plan year without additional cost. If programming time exceeds eight (8) hours per year, additional time required will be billed at the (Schedule A) rate. Any additional visits made by an Accurate Controls' Service Technician will be provided and billed by hour, travel and per diem as referenced in (Schedule A). In addition, ACI will service door control hardware installed by others on a time and material basis only. See Attached Time and Material (Schedule A).

GOLD PLAN:

Provide online, 24/7 telephone technical assistance, equipment replacement, and four (4) scheduled annual service visits. Annual service visit will include one qualified technician for a limit of two (2) days, 8:00 am until 4:30 pm (lunch break 1/2 hour) to inspect and adjust any equipment scheduled by the Client or deemed necessary by the inspecting technician. Each visit will include a routine check of all security control systems installed by ACI. The scheduled service dates shall be determined at the beginning of the Agreement.

An unscheduled visit may be arranged at any time deemed necessary by the client. However, one (1) unscheduled visit will remove one (1) scheduled visits from your scheduled visit balance. An Accurate Controls' Service Technician will be sent to the site to service or replace the "critical" item only. No routine service work will be performed during the emergency visit.

During the term of this contract, total equipment replacement costs covered by ACI shall not exceed 40% of the Agreement amount.

	Typical Cost	Contract
ANNUAL FEE (for 1-year Agreement):	\$ 47,080.16	\$ 35,409.76
TWO YEAR FEE* (for 2-year Agreement):	\$ 92,277.12	\$ 69,403.13
THREE YEAR FEE* (for 3-year Agreement):	\$ 134,178.46	\$ 100,917.82

**The two-year Agreement is equal to the Annual Fee multiplied by two (2), less a 2% incentive discount. The three-year Agreement is equal to the Annual Fee multiplied by three (3), less 5% incentive discount.*

Agreement includes eight (8) hours of programming time per plan year without additional cost. If programming time exceeds eight (8) hours per year, additional time required will be billed at the (Schedule A) rate. Any additional visits made by an Accurate Controls' Service Technician will be provided and billed by hour, travel and per diem as referenced in (Schedule A). In addition, ACI will service door control hardware installed by others on a time and material basis only. See Attached Time and Material (Schedule A).

SECTION 2 – Term of Agreement

Option #1: Client agrees to hire ACI to perform the services and work as stated in Section 1 of this contract for a period of twelve (12) months from the effective start date of the Agreement.

Option #2: Client agrees to hire ACI to perform the services and work as stated in Section 1 of this contract for a period of twenty-four (24) months from the effective start date of the Agreement.

Option #3: Client agrees to hire ACI to perform the services and work as stated in Section 1 of this contract for a period of thirty-six (36) months from the effective start date of the Agreement.

A Service Agreement may be renewed between Client and ACI thirty (30) days prior to the expiration of subject Agreement. Terms and Conditions of extended Agreement are subject to change and will be presented to the Client in a new Service Agreement offered by ACI at that time. ACI shall also allow annual extensions of an existing Service Agreement via the use of a signed purchase order from the facility. Terms and conditions of the existing Service Agreement will be binding unless agreed changes are specifically outlined on the signed purchase order.

SECTION 3 – Payment Terms

3.1. ACI's payment terms shall be as follows:

- a. All payments to ACI shall be made within a 30-day period from date of invoice. If payment is not made within 45 days from date of invoice, ACI will assess a 1% late fee penalty to the outstanding balance.
- b. Agreement billing shall be as follows:
 1. 1 Year Plan: Shall be billed in full at initiation of contract or 12 equal payments. Select Plan.
One Invoice, payment in full
Monthly Invoices
 2. 2 Year Plan: Shall be billed in two installments. First installment, equal to 50% of the total Agreement amount, billed at initiation of Agreement and final installment equal to 50% of the total Agreement, billed one year from date of first billing. Twenty-four monthly invoice option also available. Select Plan.
Two Invoices
Monthly Invoices
 3. 3 Year Plan: Shall be billed in three equal yearly installments. First installment, billed at initiation of Agreement. Second installment shall be billed one year from date of first billing. Final installment of the total Agreement amount shall be billed two years from date of first billing. Thirty-six monthly invoice option also available. Select Plan.
Three Invoices
Monthly Invoices

Any additional equipment costs over ACI's maximum coverage levels, any emergency visits and door hardware service work will be invoiced at the time of the service call.

3.2. Late fees may be subject to increase.

3.3. ACI is entitled to actual attorney's fees, court costs, and all other additional expenses of collection if ACI has to incur the same to pursue collection for any breach of this contract by Client.

SECTION 4 – Services

- 4.1. In case of emergency, ACI will promptly respond to the Client's call for services and an emergency call-out telephone contact number will be provided and manned 24 hours a day throughout the Agreement. On-site services shall be provided within 24 hours as deemed required by ACI.
- 4.2. Except in emergency, services will normally be carried out between the hours of 7:30 am to 4:30 pm on weekdays.
- 4.3. Major services will be undertaken during hours as agreed in advance between the Client and ACI.
- 4.4. Routine service visits shall be scheduled between Client and ACI Scheduling Supervisor and are subject to change based on ACI technician availability.

SECTION 5 – Standard of Services

- 5.1. All services to be undertaken by ACI shall be executed by competent and properly trained personnel of ACI to the highest standards and to the reasonable satisfaction of the Client. All services, materials, and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them.
- 5.2. Accurate Controls, Inc. will not replace or warrant hardware, which is damaged due to negligence, fire, natural disasters or vandalism. ACI assumes no responsibility for any current, or extended, manufacturer's warranties on products, which existed in the Client's facility when this Agreement was entered in to.
- 5.3. ACI's normal working hours are 7:30 am to 4:30 pm Central Time with ½ hour lunch break, Monday through Friday. Any service times other than these hours will be considered premium and will invoice at 1.5 times the maintenance agreement rate listed on Schedule A, with the exception of Sundays or National Holidays, which will be invoiced at 2 times the service agreement rate.
- 5.4. The Client acknowledges that no security system can guarantee prevention of loss, and that human error on the part of ACI or the Client is possible. The security system will not work properly if equipment is tampered with, and, or otherwise damaged.

SECTION 6 – Unacceptable Services or Contractor’s Personnel

- 6.1. Any services which are not performed in accordance with the requirements of the Agreement shall, upon request by Client, promptly be corrected free of charge.
- 6.2. Any personnel of ACI who are, in the Client's reasonable opinion, incompetent or in any other way unacceptable shall promptly be replaced by acceptable personnel at no cost to the Client.

SECTION 7 – Reports

- 7.1. ACI shall submit regular reports to the Client detailing services carried out, repairs and adjustments made, condition of equipment, and other information which the Client may from time to time reasonably require.

SECTION 8 – Spare Parts

- 8.1. Spare parts inventory is limited. ACI does not stock all project specific parts. Upon notification from Client of a product service issue, ACI will contact its manufacturers, suppliers, and distributors to determine supply availability. If parts are available, ACI shall order parts for next day delivery. If parts are not available through standard supply chain processes ACI will notify Client of availability dates. ACI shall not be responsible for manufacturer supply chain availability issues.
- 8.2. Any parts required to be replaced during scheduled service calls by ACI, shall be called in to ACI by Client no later than seven (7) business days prior to the scheduled service call.

SECTION 9 – Liability of the Contractor

- 9.1. ACI shall be liable for and indemnify the Client against all compensation and/or damages payable for injury or damage to third parties, or to any property, which may arise out of or in consequence of the Agreement. The indemnity shall extend to all costs, charges, and expenses which may be incurred in relation to any claim for compensation or damages.
- 9.2. ACI shall at its own expense arrange and maintain insurance to cover its liability under this Agreement.

SECTION 10 – Independent Contractor

- 10.1. ACI shall, in the performance of all obligations under this Agreement, act in the capacity of an independent Contractor and not as agent for the Client.

SECTION 11 – Termination

- 11.1. This Agreement may be terminated at any time by the Client giving not less than three months written notice to ACI, to expire on the last day of the month after a three-month period.
- 11.2. This Agreement may, notwithstanding any other provisions, be terminated by the Client forthwith at any time in the event of ACI's default, breach of contract, bankruptcy, receivership, or liquidation.
- 11.3. This Agreement may also be terminated by ACI at any time in the event of the Client being more than 60 days overdue with payment or in the event of the Client's bankruptcy, receivership, or liquidation.
- 11.4. Upon such termination, ACI shall be entitled to receive payment for all outstanding service fees and other compensation due through the date of termination.

SECTION 12 – Force Majeure

- 12.1. In the event that any obligation contained herein is not fulfilled within the time period required hereby, and such failure is beyond ACI's reasonable control, including but not limited to compliance with any regulations, order or instruction of any federal, state or municipal government or any department or agency thereof, acts or omissions of any other party hereto, acts of civil or military authority, war, terrorism, riots, embargoes, strikes, fires, epidemics, accidents, natural disasters and the ability (due to causes beyond ACI's reasonable control) to obtain necessary labor or materials due to supply chain issues (all of the foregoing, without limitation, being herein referred to as force majeure), ACI shall give Client prompt notice of the occurrence of any such force majeure delay or expected delay, specifying the cause thereof and the expected duration. In the event of any such delay, the date required for fulfillment of such obligation shall be automatically extended for a period equal to the time lost by reason of delay. In no event, however, shall this provision apply to an obligation requiring solely the payment of money.

SECTION 13 – Assignment & Subletting

13.1. ACI shall not assign or sublet this Agreement or any part of it to any third party without the prior written consent of the Client.

- a. The terms of this Agreement extend to the Client’s successors, assignees, and legal representatives.
- b. It is understood and agreed between the parties hereto that time is of the essence to this Agreement, and this applies to all terms and conditions contained herein.
- c. This Agreement has been executed and delivered in the State of Wisconsin and shall be governed and constructed in accordance with the laws of the State of Wisconsin.
- d. The undersigned client has read completely the terms of this Agreement, understands, and agrees to follow terms and obligations as specified herein.

Client

ACI

Signed by: _____

Signed by: _____

Printed name and title: _____

Printed name and title: _____

For and on behalf of: _____

For and on behalf of: _____

SCHEDULE A

Fees and Expenses for Time and Material

1. Online technical assistance:
 - a. \$216.00 per hour billed in 30-minute increments without an Agreement
 - b. \$141.00 per hour billed in 30-minute increments with an Agreement
2. Telephone technical assistance:
 - a. \$216.00 per hour billed in 30-minute increments without an Agreement
 - b. \$141.00 per hour billed in 30-minute increments with an Agreement
3. Programming assistance:
 - a. \$216.00 per hour billed in 30-minute increments without an Agreement
 - b. \$141.00 per hour billed in 30-minute increments with an Agreement
4. After hours telephone technical assistance (from **4:30 pm** to **7:30 am**)
 - a. \$323.00 per hour billed in 30-minute increments without an Agreement
 - b. \$212.00 per hour billed in 30-minute increments with an Agreement
5. On-site Services:
 - a. \$164.00 per hour per person, including travel time to and from facility without an Agreement
 - b. \$113.00 per hour per person, including travel time to and from facility with an Agreement
6. Additional Training:
 - a. \$168.00 per hour per person, including travel time to and from facility without an Agreement
 - b. \$134.00 per hour per person, including travel time to and from facility with an Agreement
7. Travel per diem expense:
 - a. \$3,711.00 per required round trip to Raton, NM without an Agreement
 - b. \$3,111.00 per required round trip to Raton, NM with an Agreement
8. Per Diem expense: \$205.00 per required overnight stay per person

SCHEDULE B

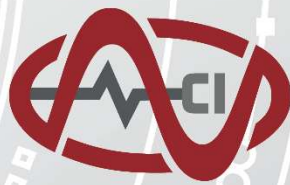
Inclusions: For the purpose of this agreement, the below listed items would be available for repair or replacement in case of failure for the Gold or Silver plan.

1. HMI Interface – control computers and monitors
2. Controls Systems – Schneider Electric PLC components, power supplies, relays, terminal blocks, and fuses
3. Intercom Systems – Headend components, intercoms, paging speakers, and intercom master stations
4. CCTV Systems – Headend components that include switching gear and recording servers, workstations, monitors, and cameras

SCHEDULE C

Exclusions: For the purpose of this agreement, the below listed items would be excluded from coverage.

1. Any components with a raceway such as conduit and back boxes
2. Any new or existing wire
3. Any equipment not originally purchased or supplied by Accurate Controls
4. Systems provide by others
5. Software upgrades and license



ACCURATECONTROLS, INC.
SECURITY AUTOMATION SYSTEMS