



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

December 12, 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, December 12, 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 November 14, 2023, Public Hearing Meeting Minutes for November 14, 2023, Regular Meeting Minutes for November 14, 2023, and Special Meeting Minutes for November 21, 2023,
6. Recognize Visitors
7. Public Comment
8. Discuss/Action – Update YES Program, Debbie Ortiz
9. Discuss/Action – Update DWI Program, Ambrosia Trujillo
10. Discuss/Action – Professional Service Contract Between Colfax County DWI Program and Concha Montano, Montano Concha Consulting
11. Discuss/Action – Approve Expenditures
12. Discuss/Action - Approve Expenditures Pursuant to Resolution #2022-49
13. Discuss/Action – Indigent Care Claims
14. Discuss/Action – Memorandum of Agreement Between Colfax County and The Greater Raton Economic Development Cooperation Doing Business as GrowRaton
15. Discuss/Action – Approval of the 2024 Colfax County Holiday Schedule
16. Discuss/Action – Ordinance 2023-02, An Ordinance Regulating the Siting and Permitting of Wireless Telecommunication Facilities
17. Discuss/Action – Resolution 2023-41, Small Wireless Facility Design Guidelines
18. Discuss/Action – Resolution 2023-42, Fees for Wireless Telecommunication Facilities



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19. Discuss/Action – Resolution 2023-43, A Resolution in the Matter of Repealing Resolution #'s 2022-11 and 2017-27 and Dissolving the Advisory Committee for The Colfax County Airport @ Angel Fire
20. Discuss/Action – Ports to Plains Alliance 2024 Membership Dues
21. Discuss/Action Amendment to Addendum 1, Vigil Maldonado Detention Center Detainee Handbook
22. Discuss/Action – Amendment to Programs & Services Policy, Vigil Maldonado Detention Center
23. Discuss/Action – Salary Increase, Vigil Maldonado Detention Center
24. Discuss/Action – Approval of Lieutenant Job Description, Colfax County Sheriff's Office
25. Discuss/Action – State of NM Office of the State Engineer Fund A21F2992 Capital Appropriation Project Amendment No. 01
26. Discuss/Action – Award RFB #2023-06, Chicorica Low Water Crossing
27. Discuss/Action – Task Order No. 2, Molzen-Corbin & Engineering Services, Airfield Lighting Rehab
28. Discuss/Action – Task Order No. 3, Molzen-Corbin Engineering Services, Aircraft Hanger Design and Construction Administration
29. Closed Session Pursuant to NMSA 1978 10-15-1H (2), Limited Personnel Matters, Colfax County Manager Evaluation
30. Discuss/Action - Open Session Pursuant to NMSA 1978 10-15-1H (2), Limited Personnel Matters, Colfax County Manager Evaluation
31. Managers' Docket
32. Commissioners' Docket
33. Adjourn

Done this 5th day of December 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”.

MOLZENCORBIN

TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES, P.A. (ENGINEER/ARCHITECT)
AND COLFAX COUNTY (OWNER), DATED November 8, 2021

TASK ORDER NO. 3

TASK TITLE: Aircraft Hangar Design and Construction Administration

The OWNER directs the ENGINEER/ARCHITECT to provide services as described below:

This task order includes the work necessary to prepare the design, prepare bidding documents, assist the County in funding applications and submittals necessary to manage the construction bidding process, and perform construction administration and grant assistance for the construction of aircraft storage hangar (approx. 65 ft x 60 ft as the base bid) at the Colfax County Airport at Angel Fire.

The hangar design will include electrical extension, interior heating and insulation, bi-fold electrically operated aircraft door, personnel door, and a paved connection to the existing hangar area taxilane.

The work includes a site topographic survey and geotechnical investigation.

The ENGINEER/ARCHITECT estimates the period of performance to be as follows:

Design and Bidding Services are to be performed within 180 days after receipt of approval from OWNER, dependent on the funding and construction schedule for the project.

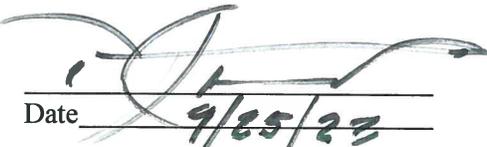
The ENGINEER/ARCHITECT will be paid a lump sum fee as allowed in the Agreement and as based upon the attached man-hour estimate.

Total for the Aircraft Hangar Design and Construction Administration services proposed in this task order is \$146,241.75 excluding New Mexico gross receipts tax. A copy of our manhour/task estimate is attached illustrating the work elements and effort included in this task order. It is anticipated that this work is eligible for funding by the New Mexico Department of Transportation Aviation Division.

Proposed by
ENGINEER/ARCHITECT

Approved by County

Date


9/25/23

Date _____

For Client Use Only

Department

Project

P.O. No.

Account Number

ARCHITECTURE MANHOUR ESTIMATE

Project Name: Angel Fire Hangar

Client: Colfax County

Project Manager: Vincent Payne



		ARCHITECTURE					ADMINISTRATION		
No.	Project Task	Principal Architect	Senior Architect	Registered Architect	Architect Intern II	Architectural Designer	Departmental Totals	ADMIN - Aide 2	ADMIN - Support
I. Pre-Design/Study/Programming									
1	Initial Owner Interview/Design Kick-Off			3.00			3.00		
2	Siting Study		2.00	2.00			4.00		
3	Code Evaluation			4.00			4.00		
4	Life Safety Evaluation			2.00			2.00		
5	Initial Building Type Research			4.00			4.00		
6	Work Plan Development		4.00				4.00		
7							0.00		
8	CADD Management						0.00		
9	Project Management	4.00					4.00		
###	Quality Assurance						0.00		
Subtotal Hours Pre-Design/Study/Programming		4.00	6.00	15.00	0.00	0.00	25.00	0.00	0.00
Subtotal Fees Pre-Design/Study/Programming		\$960.00	\$1,200.00	\$2,250.00	\$0.00	\$0.00	\$4,410.00	\$0.00	\$0.00
II. Preliminary Design/Schematics (30%)									
1	Site Plan Coordination	2.00		2.00			4.00		
2	Utility Coordination			4.00			4.00		
3	Building Base Plan			2.00	4.00		6.00		
4	Structural Coordination			2.00			2.00		
5	Mechanical Coordination			2.00			2.00		
6	Electrical Coordination			4.00			4.00		
7	Building Elevations			2.00	4.00		6.00		
8	Hangar Door Options			4.00			4.00		
9	Life Safety Plan			1.00	4.00		5.00		
###	Outline Specifications			2.00			2.00		3.00
###	Initial Estimate of Construction Cost			4.00			4.00		
###	Owner Presentation and Input			8.00			8.00		
###							0.00		
###							0.00		
###							0.00		
###							0.00		
###							0.00		
###	CADD Management						0.00		
###	Project Management	4.00					4.00		
###	Quality Assurance	4.00					4.00		
Subtotal Hours Preliminary Design/Schematics (30%)		10.00	0.00	37.00	12.00	0.00	59.00	0.00	3.00
Subtotal Fees Preliminary Design/Schematics (30%)		\$2,400.00	\$0.00	\$5,550.00	\$1,380.00	\$0.00	\$9,330.00	\$0.00	\$300.00
V. Final Design (100%)									
1	Integrate Owner Input	1.00		2.00	4.00		7.00		
2	Site Plan Coordination			4.00			4.00		
3	Utility Coordination			2.00			2.00		
4	Building Floor Plan			1.00	4.00		5.00		
5	Reflected Ceiling Plan				4.00		4.00		
6	Roof Plan				4.00		4.00		
7	Structural Coordination			2.00			2.00		
8	Electrical Coordination			1.00			1.00		
9	Building Elevations			1.00	4.00		5.00		
10	Hangar Door Detailing			2.00	4.00		6.00		
11	Life Safety Plan			1.00	4.00		5.00		
12	Building Sections			1.00	4.00		5.00		
13	Wall Sections & Details			2.00	6.00		8.00		
14	Door & Window Details/Schedule			2.00	6.00		8.00		
15	Finish Schedules			1.00	2.00		3.00		
16	Division 0 Boiler Plate			6.00			6.00		4.00
17	Division 1 General Conditions			6.00			6.00		4.00
18	Division 2> Technical Specifications			10.00			10.00		4.00
19	Estimate of Probable Construction Cost			4.00			4.00		8.00
20	Owner Meeting			8.00			8.00		
21	Replace Existing Door on Existing Hangar			8.00	12.00		20.00		1.00
22	CADD Management						0.00		
23	Project Management	8.00	16.00				24.00		
24	Quality Assurance	4.00	16.00				20.00		
Subtotal Hours Final Design (100%)		13.00	32.00	64.00	58.00	0.00	167.00	0.00	21.00
Subtotal Fees Final Design (100%)		\$3,120.00	\$6,400.00	\$9,600.00	\$6,670.00	\$0.00	\$25,790.00	\$0.00	\$2,100.00
VI. Bidding/Award									
1	Attend Bid Opening			8.00			8.00		0.00
2	Review Bid and Prepare Bid Evaluation Letter			4.00			4.00		4.00
3	Prepare Contract			4.00			4.00		4.00
4	Issue Notice of Award			2.00			2.00		1.00
5	Issue Notice to Proceed			2.00			2.00		1.00
6	Project Management	4.00					4.00		
7	Quality Assurance	4.00					4.00		

ARCHITECTURE MANHOOR ESTIMATE

Project Name: Angel Fire Hangar

Client: Colfax County

Project Manager: Vincent Payne

MOLZENCORBIN

No.	Project Task	ARCHITECTURE					ADMINISTRATION		
		Principal Architect	Senior Architect	Registered Architect	Architect Intern II	Architectural Designer	Departmental Totals	ADMIN - Aide 2	ADMIN - Support
Subtotal Hours Bidding/Award		8.00	0.00	20.00	0.00	0.00	28.00	0.00	10.00
Subtotal Fees Bidding/Award		\$1,920.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$4,920.00	\$0.00	\$1,000.00
VII. Construction Admin. Services									
1	Respond to RFIs			16.00		24.00	40.00		
2	Review Submittals			16.00		24.00	40.00		
3	Observations					40.00	40.00		
4	Review Applications for Payment (7)	4.00				12.00	16.00		
5	Final Site Observation					16.00	16.00		
6	Final Report					4.00	4.00		
7							0.00		
8							0.00		
9	Project Management	4.00		8.00			12.00		
###	Quality Assurance	0.00					0.00		
Subtotal Hours Construction Admin. Services		8.00	0.00	40.00	0.00	120.00	168.00	0.00	0.00
Subtotal Fees Construction Admin. Services		\$1,920.00	\$0.00	\$6,000.00	\$0.00	\$15,600.00	\$23,520.00	\$0.00	\$0.00
VIII. Closeout									
1	Project Closeout					16.00	16.00		
2							0.00		
3	Project Management						0.00		
4	Quality Assurance						0.00		
Subtotal Hours Closeout		0.00	0.00	0.00	0.00	16.00	16.00	0.00	0.00
Subtotal Fees Closeout		0.00	0.00	0.00	0.00	2,080.00	2,080.00	0.00	0.00
Total Labor Hours		43.00	38.00	176.00	70.00	136.00	463.00	0.00	34.00
Standard Billing Rate or Fee		\$240.00	\$200.00	\$150.00	\$115.00	\$130.00		\$75.00	\$100.00
Fee Dollars		\$10,320.00	\$7,600.00	\$26,400.00	\$8,050.00	\$17,680.00	\$70,050.00	\$0.00	\$3,400.00

CIVIL MANHOUR ESTIMATE

Project Name: Angel Fire Hangar

Client: Colfax County

Project Manager: Vincent Payne

MOLZENCORBIN

No.	Project Task	CIVIL			ADMINISTRATION			Grand Totals
		Senior Engineer	Engineering Intern II	Senior Engineering Design Technician	Departmental Totals	ADMIN - Support	ADMIN - Grants/Tech. Administrator	
I. Pre-Design/Study/Programming								
1	Initial Owner Interview/Design Kick-Off	1.00			1.00			1.00
2	Siting Study	2.00			2.00			2.00
3	Grading Evaluation	0.50		1.00	1.50			1.50
4	Survey Coordination	0.50		1.00	1.50			1.50
5					0.00			0.00
6					0.00			0.00
7					0.00			0.00
8	CADD Management				0.00			0.00
9	Project Management				0.00			0.00
10	Quality Assurance				0.00			0.00
Subtotal Hours Pre-Design/Study/Programming		4.00	0.00	2.00	6.00	0.00	0.00	6.00
Subtotal Fees Pre-Design/Study/Programming		\$880.00	\$0.00	\$290.00	\$1,170.00	\$0.00	\$0.00	\$1,170.00
II. Preliminary Design/Schematics (30%)								
1	Site Plan Coordination	0.50			0.50			0.50
2	Utility Coordination (SAS, Water, Propane)	1.00	1.00	2.00	4.00			4.00
3	Grading and Drainage Schematic	1.00	1.00	6.00	8.00			8.00
4	Outline Specifications	1.00			1.00			1.00
5	Initial Estimate of Construction Cost		2.00	2.00	4.00			4.00
6					0.00			0.00
7	Submit to County for Review	2.00		1.00	3.00			3.00
8					0.00			0.00
17					0.00			0.00
18					0.00			0.00
19	CADD Management				0.00			0.00
20	Project Management				0.00			0.00
21	Quality Assurance				0.00			0.00
Subtotal Hours Preliminary Design/Schematics (30%)		5.50	4.00	11.00	20.50	0.00	0.00	20.50
Subtotal Fees Preliminary Design/Schematics (30%)		\$1,210.00	\$540.00	\$1,595.00	\$3,345.00	\$0.00	\$0.00	\$3,345.00
V. Final Design (100%)								
1	Integrate Owner Input				0.00			0.00
2	Site Plan Coordination/Grading and drainage	0.50	2.00	8.00	10.50			10.50
3	Utility Coordination	1.00	2.00	4.00	7.00			7.00
4	Final Specifications	1.00	2.00		3.00	2.00		5.00
5					0.00			0.00
21					0.00			0.00
22	CADD Management				0.00			0.00
23	Project Management				0.00			0.00
24	Quality Assurance				0.00			0.00
Subtotal Hours Final Design (100%)		2.50	6.00	12.00	20.50	2.00	0.00	22.50
Subtotal Fees Final Design (100%)		\$550.00	\$810.00	\$1,740.00	\$3,100.00	\$200.00	\$0.00	\$3,300.00
III. Bidding/Award								
1	Review Bids		2.00		2.00		4.00	6.00
2	Prepare Information for Award				0.00			0.00
3	Grant Review	1.00	2.00		3.00			3.00
4					0.00			0.00
5					0.00			0.00
6	Project Management				0.00			0.00
7	Quality Assurance				0.00			0.00
Subtotal Hours Bidding/Award		1.00	4.00	0.00	5.00	0.00	4.00	9.00
Subtotal Fees Bidding/Award		\$220.00	\$540.00	\$0.00	\$760.00	\$0.00	\$440.00	\$1,200.00
IV. Construction Admin. Services								
1					0.00			0.00
2	Intermittent Site Observations (2)		16.00		16.00			16.00
3	Observation Reports (3)		3.00		3.00			3.00
4	Review Applications for Payment (4) - Prepare Grant reimbursement request		8.00		8.00			8.00
5	Final Site Observation	6.00	6.00		12.00			12.00
6	Final Report	1.00	1.00		2.00			2.00
7					0.00			0.00
8					0.00			0.00
9	Project Management				0.00			0.00
10	Quality Assurance				0.00			0.00
Subtotal Hours Construction Admin. Services		7.00	34.00	0.00	41.00	0.00	0.00	41.00

CIVIL MANHOUR ESTIMATE

Project Name: Angel Fire Hangar

Client: Colfax County

Project Manager: Vincent Payne

MOLZENCORBIN

		CIVIL			ADMINISTRATION			
No.	Project Task	Senior Engineer	Engineering Intern II	Senior Engineering Design Technician	Departmental Totals	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	Grand Totals
Subtotal Fees Construction Admin. Services		\$1,540.00	\$4,590.00	\$0.00	\$6,130.00	\$0.00	\$0.00	\$6,130.00
V	Closeout							
1	Record Dwgs	1.00		4.00	5.00			5.00
2					0.00			0.00
3	Project Management				0.00			0.00
4	Quality Assurance				0.00			0.00
Subtotal Hours Closeout		1.00	0.00	4.00	5.00	0.00	0.00	5.00
Subtotal Fees Closeout		\$220.00	\$0.00	\$580.00	\$800.00	\$0.00	\$0.00	\$800.00
Total Labor Hours		21.00	48.00	29.00	98.00	2.00	4.00	104.00
Standard Billing Rate or Fee		\$220.00	\$135.00	\$145.00		\$100.00	\$110.00	
Fee Dollars		\$4,620.00	\$6,480.00	\$4,205.00	\$15,305.00	\$200.00	\$440.00	\$15,945.00

ELECTRICAL MANHOUR ESTIMATE

Project Name: Angel Fire Hangar

Client: Colfax County

Project Manager: Vincent Payne

MOLZENCORBIN

No.	Project Task	ELECTRICAL				ADMINISTRATION			Grand Totals
		Principal Engineer	Project Engineer	Engineering Intern II	Engineering Design Specialist	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	
I. Pre-Design/Study/Programming									
1	Utility Coordination		2.00	4.00		6.00			6.00
2	Load Calcs		3.00			3.00			3.00
3	Coordination		1.00	1.00		2.00			2.00
4						0.00			0.00
5	Quality Assurance	2.00				2.00			2.00
Subtotal Hours Pre-Design/Study/Programming		2.00	6.00	5.00	0.00	13.00	0.00	0.00	13.00
Subtotal Fees Pre-Design/Study/Programming		\$480.00	\$1,050.00	\$675.00	\$0.00	\$2,205.00	\$0.00	\$0.00	\$2,205.00
II. Preliminary Design/Schematics (30%)									
1	Site Plan		2.00	5.00		7.00			7.00
2	Power/Lighting Plan		4.00	8.00	2.00	14.00			14.00
3	One-Line and Panel Schedule		4.00	8.00	1.00	13.00			13.00
4	Specifications		5.00			5.00		2.00	7.00
5	Cost Estimate		2.00	3.00		5.00			5.00
6	Coordination		3.00	3.00		6.00			6.00
7	Electrification of existing hangar doors		2.00	3.00		5.00			5.00
8	Quality Assurance	4.00				4.00			4.00
Subtotal Hours Preliminary Design/Schematics (30%)		4.00	22.00	30.00	3.00	59.00	0.00	2.00	61.00
Subtotal Fees Preliminary Design/Schematics (30%)		\$960.00	\$3,850.00	\$4,050.00	\$420.00	\$9,280.00	\$0.00	\$200.00	\$9,480.00
V. Final Design (100%)									
1	Respond to 30% Comments		2.00	3.00		5.00			5.00
2	Site Plan		1.00	3.00		4.00			4.00
3	Power/Lighting Plan		2.00	4.00	1.00	7.00			7.00
4	One-Line and Panel Schedule		2.00	4.00		6.00			6.00
5	Specifications		2.00			2.00		1.00	3.00
6	Cost Estimate		1.00	2.00		3.00			3.00
7	Coordination		1.00	1.00		2.00			2.00
8	Electrification of existing hangar doors		2.00	3.00		5.00			5.00
9	Quality Assurance	3.00				3.00			3.00
Subtotal Hours Final Design (100%)		3.00	13.00	20.00	1.00	37.00	0.00	1.00	38.00
Subtotal Fees Final Design (100%)		\$720.00	\$2,275.00	\$2,700.00	\$140.00	\$5,835.00	\$0.00	\$100.00	\$5,935.00
VI. Bidding/Award									
1	Respond to Bidders Questions		2.00	3.00		5.00			5.00
2						0.00			0.00
3	Project Management					0.00			0.00
4	Quality Assurance					0.00			0.00
Subtotal Hours Bidding/Award		0.00	2.00	3.00	0.00	5.00	0.00	0.00	5.00
Subtotal Fees Bidding/Award		\$0.00	\$350.00	\$405.00	\$0.00	\$755.00	\$0.00	\$0.00	\$755.00
VII. Construction Admin. Services									
1	Review Submittals		3.00	8.00		11.00			11.00
2	Respond to RFIs		3.00	5.00		8.00			8.00
3	Site Visit (assumed 1)		8.00			8.00			8.00
4	Prepare Punch List		3.00			3.00			3.00
5						0.00			0.00
6	Quality Assurance	3.00				3.00			3.00
Subtotal Hours Construction Admin. Services		3.00	17.00	13.00	0.00	33.00	0.00	0.00	33.00
Subtotal Fees Construction Admin. Services		\$720.00	\$2,975.00	\$1,755.00	\$0.00	\$5,450.00	\$0.00	\$0.00	\$5,450.00
VIII. Closeout									
1	Record Drawings		2.00	6.00	2.00	10.00			10.00
2						0.00			0.00
3	Quality Assurance	1.00				1.00			1.00
Subtotal Hours Closeout		1.00	2.00	6.00	2.00	11.00	0.00	0.00	11.00
Subtotal Fees Closeout		240.00	350.00	810.00	280.00	1,680.00	0.00	0.00	1,680.00
Total Labor Hours		13.00	62.00	77.00	6.00	158.00	0.00	3.00	161.00
Standard Billing Rate or Fee		\$240.00	\$175.00	\$135.00	\$140.00		\$75.00	\$100.00	
Fee Dollars		\$3,120.00	\$10,850.00	\$10,395.00	\$840.00	\$25,205.00	\$0.00	\$300.00	\$25,505.00

MOLZENCORBIN

TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES, P.A. (ENGINEER/ARCHITECT)
AND COLFAX COUNTY (OWNER), DATED November 8, 2021.

TASK ORDER NO. 2

TASK TITLE: Airfield Lighting Rehab

The OWNER directs the ENGINEER/ARCHITECT to provide services as described below:

This task order includes the work necessary to prepare environmental documentation, prepare the design, prepare bidding documents, assist the County in funding applications and submittals manage the construction bidding process, and perform construction administration and grant assistance for the airfield lighting and guidance sign rehabilitation at the Colfax County Airport at Angel Fire.

The ENGINEER/ARCHITECT estimates the period of performance to be as follows:

Design and Bidding Services are to be performed within 180 days after receipt of approval from OWNER, dependent on the funding and construction schedule for the project.

The ENGINEER/ARCHITECT will be paid a lump sum fee as allowed in the Agreement and as based upon the attached man-hour estimate.

Total for the Airfield Lighting Rehab engineering services proposed in this task order is \$84,042.00 excluding New Mexico gross receipts tax. A copy of our manhour/task estimate is attached illustrating the work elements and effort included in this task order. It is anticipated that this work will be funded in-part by grants from the Federal Aviation Administration (90 percent) and the New Mexico Department of Transportation Aviation Division (five percent).

Proposed by
ENGINEER/ARCHITECT

Date 9/25/23

Approved by County

Date _____

For Client Use Only

Department	Project	P.O. No.	Account Number
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CIVIL MANHOUR ESTIMATE
Airfield Lighting Rehab
Colfax County
Provine

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No.	Project Task	CIVIL			ADMINISTRATION			Grand Totals
		Senior Engineer	Engineering Intern II	Senior Engineering Design Technician	Departmental Totals	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	
I. Pre-Design/Study/Programming								
1	Site Survey			1.00	1.00			1.00
2	Site Visit	8.00		8.00	16.00			16.00
3	Preliminary Engineering Report	8.00			8.00	4.00		12.00
4	Environmental Documentation and FAA Submittal	1.00	4.00		5.00			5.00
5	Respond to FAA Comments	2.00	4.00		6.00			6.00
6	Prepare DBE Plan and Goals	1.00	4.00		5.00		12.00	17.00
7	Other FAA and NMDOT grant paperwork/submittals	1.00	4.00		5.00	2.00		7.00
8	CADD Management				0.00			0.00
9	Project Management				0.00			0.00
10	Quality Assurance				0.00			0.00
Subtotal Hours Pre-Design/Study/Programming		21.00	16.00	9.00	46.00	6.00	12.00	64.00
Subtotal Fees Pre-Design/Study/Programming		\$4,620.00	\$2,160.00	\$1,305.00	\$8,085.00	\$600.00	\$1,320.00	\$10,005.00
II. Preliminary Design/Schematics (30%)								
1	Drawing Front End Sheets	1.00		3.00	4.00			4.00
2	Layout Plans	1.00		12.00	13.00			13.00
3	Power Plan			1.00	1.00			1.00
4	Installation Details	1.00		1.00	2.00			2.00
5	One-Line/Electrical Schematic and Details				0.00			0.00
6	Beacon replacement Circuit and details	1.00		4.00	5.00			5.00
7	Update Project Cost Estimate	1.00	2.00	2.00	7.00			7.00
8	Field Review	4.00			4.00			4.00
9	Coordination with County	4.00	2.00	2.00	8.00			8.00
10					0.00			0.00
11					0.00			0.00
18					0.00			0.00
19	CADD Management				0.00			0.00
20	Project Management				0.00			0.00
21	Quality Assurance				0.00			0.00
Subtotal Hours Preliminary Design/Schematics (30%)		13.00	4.00	25.00	44.00	0.00	0.00	44.00
Subtotal Fees Preliminary Design/Schematics (30%)		\$2,860.00	\$540.00	\$3,625.00	\$7,335.00	\$0.00	\$0.00	\$7,335.00
V. Final Design (100%)								
1	Drawing Front End Sheets	1.00		2.00	6.00			6.00
2	Layout Plans			4.00	8.00			8.00
3	Power Plan				0.00			0.00
4	Installation Details			1.00	2.00			2.00
5	One-Line/Electrical Schematic and Details				0.00			0.00
6	Contract Documents and Specifications	1.00	8.00		18.00	4.00		22.00
7	Update Project Cost Estimate	1.00	2.00		6.00			6.00
8	Field Review	4.00	4.00	4.00	20.00			20.00
9	Update ODO and Submit to FAA	1.00	4.00		7.00			7.00
10	Prepare FAA Certs for City	1.00	2.00		4.00			4.00
11	Prepare CSPP and Submit to FAA		2.00	4.00	6.00			6.00
12	Coordination with County	4.00			4.00			4.00
13					0.00			0.00
14					0.00			0.00
21					0.00			0.00
22	CADD Management				0.00			0.00
23	Project Management				0.00			0.00
24	Quality Assurance				0.00			0.00
Subtotal Hours Final Design (100%)		13.00	22.00	15.00	81.00	4.00	0.00	85.00
Subtotal Fees Final Design (100%)		\$2,860.00	\$2,970.00	\$2,175.00	\$14,140.00	\$400.00	\$0.00	\$14,540.00
VI. Bidding/Award								
1	Coord Ad for Bid - Commission approval	3.00			5.00		2.00	7.00
2	Review RFI/Prepare Addenda	2.00		1.00	6.00			6.00
3	Open Bids/Prepare Bid Tab and Make Recommendation of Award	6.00			12.00		4.00	16.00
4	Prepare FAA Grant Application for County submittal	1.00	4.00		9.00			9.00
5	Prepare Contract Docs for Execution	2.00			4.00		8.00	12.00
6					0.00			0.00
7	Project Management				0.00			0.00
8	Quality Assurance				0.00			0.00
Subtotal Hours Bidding/Award		14.00	4.00	1.00	36.00	0.00	14.00	50.00
Subtotal Fees Bidding/Award		\$3,080.00	\$540.00	\$145.00	\$7,975.00	\$0.00	\$1,540.00	\$9,515.00
VII. Construction Admin. Services								
1	Conduct Precon	6.00	6.00		12.00			12.00
2	Periodic Site Visits	8.00	16.00		24.00			24.00
3	Review Submittals	1.00	4.00		7.00			7.00

CIVIL MANHOOR ESTIMATE
 Airfield Lighting Rehab
 Colfax County
 Provine

MOLZENCORBIN

		CIVIL			ADMINISTRATION			
No.	Project Task	Senior Engineer	Engineering Intern II	Senior Engineering Design Technician	Departmental Totals	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	Grand Totals
4	Review Pay Requests	2.00	8.00		18.00			18.00
5	Review and Respond to Requests for Information	1.00	6.00		13.00			13.00
6	Prepare Grant Reimbursement Requests	1.00	8.00		17.00			17.00
7	Coordination with the County Airport Manager	2.00	6.00		8.00			8.00
8					0.00			0.00
9	Project Management				0.00			0.00
10	Quality Assurance				0.00			0.00
Subtotal Hours Construction Admin. Services		21.00	54.00	0.00	99.00	0.00	0.00	99.00
Subtotal Fees Construction Admin. Services		\$4,620.00	\$7,290.00	\$0.00	\$15,630.00	\$0.00	\$0.00	\$15,630.00
VIII. Closeout								
1	Prepare Record Drawings	0.50	1.00	8.00	9.50			9.50
2	Prepare and Submit Final Engineers Report	1.00	4.00		5.00			5.00
3	Project Management				0.00			0.00
4	Quality Assurance				0.00			0.00
Subtotal Hours Closeout		1.50	5.00	8.00	14.50	0.00	0.00	14.50
Subtotal Fees Closeout		\$330.00	\$675.00	\$1,160.00	\$2,165.00	\$0.00	\$0.00	\$2,165.00
Total Labor Hours		83.50	105.00	58.00	320.50	10.00	26.00	356.50
Standard Billing Rate or Fee		\$220.00	\$135.00	\$145.00		\$100.00	\$110.00	
Fee Dollars		\$18,370.00	#####	\$8,410.00	\$55,330.00	\$1,000.00	\$2,860.00	\$59,190.00

ELECTRICAL MANHOOUR ESTIMATE
 Airfield Lighting Rehab
 Colfax County
 Provine

MOLZENCORBIN

No.	Project Task	ELECTRICAL			Departmental Totals	ADMINISTRATION				ADMIN. Totals	Grand Totals	
		Senior Engineer	Project Engineer	Engineering Design Specialist		ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	ADMIN - Computer Tech.			
I. Pre-Design/Study/Programming												
1					0.00						0.00	0.00
8	CADD Management				0.00						0.00	0.00
9	Project Management				0.00						0.00	0.00
10	Quality Assurance				0.00						0.00	0.00
Subtotal Hours Pre-Design/Study/Programming		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Pre-Design/Study/Programming		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
II. Preliminary Design/Schematics (30%)												
1	Drawing Front End Sheets				0.00						0.00	0.00
2	Layout Plans		2.00	4.00	6.00						0.00	6.00
3	Beacon replacement Circuit and details		4.00	2.00	6.00						0.00	6.00
4	Installation Details		1.00	2.00	3.00						0.00	3.00
5	One-Line/Electrical Schematic and Details	1.00	4.00	6.00	11.00						0.00	11.00
6	Contract Documents and Specifications				0.00						0.00	0.00
7	Update Project Cost Estimate		1.00	1.00	2.00						0.00	2.00
8	Field Review				0.00						0.00	0.00
9					0.00						0.00	0.00
18					0.00						0.00	0.00
19	CADD Management				0.00						0.00	0.00
20	Project Management				0.00						0.00	0.00
21	Quality Assurance	2.00			2.00						0.00	2.00
Subtotal Hours Preliminary Design/Schematics (30%)		3.00	12.00	15.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	30.00
Subtotal Fees Preliminary Design/Schematics (30%)		\$600.00	\$2,100.00	\$2,100.00	\$4,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,800.00
V. Final Design (100%)												
1	Drawing Front End Sheets				0.00						0.00	0.00
2	Layout Plans		1.00	1.00	2.00						0.00	2.00
3	Beacon replacement Circuit and details		2.00	1.00	3.00						0.00	3.00
4	CC Regulator sizing		2.00	4.00	6.00						0.00	6.00
5	One-Line/Electrical Schematic and Details	0.50	2.00	2.00	4.50						0.00	4.50
6	Contract Documents and Specifications		2.00		2.00	4.00					4.00	6.00
7	Update Project Cost Estimate		2.00		2.00						0.00	2.00
8	Field Review		8.00		8.00						0.00	8.00
9					0.00						0.00	0.00
10					0.00						0.00	0.00
21					0.00						0.00	0.00
22	CADD Management				0.00						0.00	0.00
23	Project Management				0.00						0.00	0.00
24	Quality Assurance	2.00			2.00						0.00	2.00
Subtotal Hours Final Design (100%)		2.50	19.00	8.00	29.50	4.00	0.00	0.00	0.00	4.00	33.50	
Subtotal Fees Final Design (100%)		\$500.00	\$3,325.00	\$1,120.00	\$4,945.00	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	\$5,245.00	
VI. Bidding/Award												
1	Review RFI and Prepare Addenda		2.00	2.00	4.00						0.00	4.00
2					0.00						0.00	0.00
3					0.00						0.00	0.00
4					0.00						0.00	0.00
5					0.00						0.00	0.00
6	Project Management				0.00						0.00	0.00
7	Quality Assurance				0.00						0.00	0.00
Subtotal Hours Bidding/Award		0.00	2.00	2.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00
Subtotal Fees Bidding/Award		\$0.00	\$350.00	\$280.00	\$630.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$630.00
VII. Construction Admin. Services												
1	Conduct Precon		1.00		1.00						0.00	1.00
2	Periodic Site Visits		8.00		8.00						0.00	8.00
3	Review Submittals		4.00		4.00						0.00	4.00
4	Review Pay Requests		2.00		2.00						0.00	2.00
5	Review and Respond to Requests for Information		3.00		3.00						0.00	3.00
6					0.00						0.00	0.00
7					0.00						0.00	0.00
8					0.00						0.00	0.00
9	Project Management				0.00						0.00	0.00
10	Quality Assurance				0.00						0.00	0.00
Subtotal Hours Construction Admin. Services		0.00	18.00	0.00	18.00	0.00	0.00	0.00	0.00	0.00	0.00	18.00
Subtotal Fees Construction Admin. Services		\$0.00	\$3,150.00	\$0.00	\$3,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,150.00
VIII. Closeout												
1	Record Drawings			2.00	2.00						0.00	2.00
2					0.00						0.00	0.00
3	Project Management				0.00						0.00	0.00
4	Quality Assurance				0.00						0.00	0.00
Subtotal Hours Closeout		0.00	0.00	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00
Subtotal Fees Closeout		\$0.00	\$0.00	\$280.00	\$280.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$280.00
Total Labor Hours		5.50	51.00	27.00	83.50	4.00	0.00	0.00	0.00	4.00	87.50	
Standard Billing Rate or Fee		\$200.00	\$175.00	\$140.00		\$75.00	\$100.00	\$110.00	\$120.00			
Fee Dollars		\$1,100.00	\$8,925.00	\$3,780.00	\$13,805.00	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	\$14,105.00	

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COST CALCULATED CONTRACT AMOUNT

BASIC FEE (Labor)				
SUBTOTAL LABOR				\$73,295.00
OTHER DIRECT SUBCONSULTANTS	Sub Type	Phase		
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$0.00
Reimbursable Markup (if any)			10%	\$0.00
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$0.00
OTHER DIRECT EXPENSES (ODE'S)				
		Quantity		
In-House Copies		\$0.11 600.00	\$66.00	
In-House Color Copies (8 1/2 x 11)		\$1.00	\$0.00	
In-House Color Copies (11 x 17)		\$2.00 80.00	\$160.00	
In-House Large Format Plots		\$3.00	\$0.00	
Commercial Copies		\$0.06 6,000.00	\$360.00	
Commercial Prints		\$1.02 400.00	\$408.00	
Commercial Color Copies		\$1.50	\$0.00	
In-House or Commercial Mylars		\$10.50	\$0.00	
Mileage		\$0.655 5,000.00	\$3,275.00	
Commercial Travel				
Lodging-Per Diem (Verify With Accounting)		\$98.00	\$0.00	
Meals - Per Diem (per person /day) (Verify With Accounting)		\$59.00	\$0.00	
Photo				
Postage				
Supplies				
SUBTOTAL OTHER DIRECT EXPENSES				\$4,269.00
TOTAL BASIC FEE				\$77,564.00
In House Survey From Survey Contract Amount (Excluding GRT)				\$6,478.00
SUBTOTAL ADDITIONAL SERVICES				\$0.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				\$84,042.00
NMGRT	Use Appropriate GRT Rate From GRT Tab.		5.8330%	\$4,902.17
TOTAL				\$88,944.17

**STATE OF NEW MEXICO
OFFICE OF THE STATE ENGINEER
FUND A21F2292 CAPITAL APPROPRIATION PROJECT
AMENDMENT NO. 01**

**Grantee: Colfax County
Grant Agreement #: A21F2292**

CAPITAL APPROPRIATION PROJECT AGREEMENT, ARTICLE VIII:

**ARTICLE VIII. REPORTS
(CURRENT)**

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

CAPITAL APPROPRIATION PROJECT AGREEMENT, ARTICLE VIII IS AMENDED AS FOLLOWS:

**ARTICLE VIII. REPORTS
(AMENDED)**

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

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

THIS AMENDMENT has been approved by:

GRANTEE

Chief Elected Official/Authorized Signatory

Date

(Type or Print Name)

OFFICE OF THE STATE ENGINEER

Division Director or Designee

Date

State Engineer

Mike A. Hamman, P.E.



COLFAX COUNTY

Job Description

JOB TITLE	Sheriff's Office Lieutenant
Pay Status	Non-Exempt
Reports To	Sheriff and Under Sheriff
Salary	\$65,694.00

POSITION SUMMARY:

Under general supervision of Undersheriff of the Colfax County Sheriff's Office. Plans, organizes, oversees, and coordinates the daily activities of designated operational entities of the Sheriff's Office. Manages supervisory personnel, deputies and civilian personnel ensuring consistent and equitable enforcement of local, state, and federal laws. Reviews and approves reports on incident and crime investigations. Monitors and coordinates programs and projects of the Sheriff's Office.

MINIMUM QUALIFICATIONS:

- At least five (5) years of certified law enforcement experience
- At least two (2) years of supervisory experience directly related to the duties and responsibilities specified.
- Certification/Licensure State of New Mexico Certified Law Enforcement Officer, or eligibility for Certification by waiver.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

- Knowledge of law enforcement reporting and recordkeeping policies, procedures, and regulations.
- Ability to interpret, adapt, and apply guidelines and procedures.
- Ability to foster a cooperative work environment.
- Knowledge of management principles and practices.
- Strong interpersonal and communication skills and the ability to work effectively with a wide range of constituencies in a diverse community.
- Employee development and performance management skills.
- Knowledge and understanding of law enforcement protocols, procedures, and methodology.
- Ability to supervise and train employees, to include organizing, prioritizing, and scheduling work assignments.

MAJOR DUTIES AND RESPONSIBILITIES:

- Performs all work of a Sheriff's Office Deputy.
- Assists first-line supervisors and deputies during difficult incidents and criminal investigations.
- Prepares reports on a variety of Sheriff's Office activities.
- Maintains a working knowledge of Sheriff's Office rules, policies, procedures and developments in the laws that affect him/her and the members under his supervision.
- Advises the Sheriff and Undersheriff on policy and training matters for the Sheriff's Office.
- Monitors and audits the performance of employee's under his supervision.
- Implements all orders received from the Sheriff and Undersheriff by thoroughly explaining to the personnel under their command the content and meaning of new orders that affect their responsibilities.
- Responds to non-emergency and emergency calls as required.
- Ensures deputies serve warrants, summons, subpoenas or other official papers and perform relevant duties promptly and accurately.

WORKING CONDITIONS:

Functions of the position are generally performed in a controlled environment. Many functions of the work post a high degree of hazard and uncertainty. Physical readiness and conditioning may be a condition of job retention.

Various levels of mental application, i.e., memory for details, emotional stability, creative problem-solving. Continuous use of motor skills. Occasional exposure to communicable diseases such as blood-borne pathogens. Regular exposure to changing weather conditions and related hazards.

Potential work hazards include the possibility of personal injury from violent subjects or heavy exertion activities while restraining or pursuing subjects.

Required to be on call for emergencies.



Vigil Maldonado Detention Center
444 E. Hereford Ave,
Raton Nm 87740
Phone (575)445-3691 Fax (575) 445-3692

Warden Regina Slade
Administrative Lieutenant Diane Garcia
Operational Lieutenant Ruben Garcia

Date: 11/28/2023

Dear County Commissioners,

Thank you for taking the time to talk to me today. As you know or might not know, Corrections is a difficult and demanding career, that is not for everyone. For those who choose to work in this field, we are among the few who have a difficult job and seem to go unrecognized by many for their dedication and hard work.

Since my position as Warden, my staff and I have been working diligently to get accredited along with our regular duties. My medical staff is amazing and is giving great care to our detainees. My kitchen staff is amazing and ensures the detainees have adequate meals, ensure perfect inspections, and stay on track with the budget that is set. My administrative specialists always go above and beyond with their duties. My administrative lieutenants, who began this new journey with me, have worked extremely hard to make our facility a great place. My crew works in the back with the detainees, the courts, attorneys, treatment centers, and all of the requirements for accreditation. All of my staff, who have to deal with a boss who is demanding and wants perfection, have gone above and beyond to make this detention center a great, safe place to work.

With all of their hard work and dedication to the facility the staff at VMDC and those who will begin a career with us in the future should be recognized and rewarded.

I have compiled statistics for you showing the differences in pay we have in our counties here in New Mexico and the surrounding area.

After completing salary research, I found that our current hourly wage salary of \$16.98 per hour- \$ 35,318.40 annually, which is well below the median pay (at 2080)- \$ 45,941.00 annually for correctional officers in the state. Therefore, I am requesting a \$3.00 salary increase, which would bring our staff's annual salary close to the market rate.





Vigil Maldonado Detention Center
444 E. Hereford Ave,
Raton Nm 87740
Phone (575)445-3691 Fax (575) 445-3692

Warden Regina Slade
Administrative Lieutenant Diane Garcia
Operational Lieutenant Ruben Garcia

I believe that some of the challenges we face in obtaining and retaining staff are due to low salaries compared to the state average and our neighboring facilities.

Thank you for your time and consideration. I would appreciate your favorable consideration of my request.


Warden Regina Slade





Vigil Maldonado Detention Center
444 E. Hereford Ave,
Raton Nm 87740
Phone (575)445-3691 Fax (575) 445-3692

Warden Regina Slade
Administrative Lieutenant Diane Garcia
Operational Lieutenant Ruben Garcia

Date: 11/29/2023

Attachment Content:

Graph showing monies collected out of county holds July-Oct.

- November – June in red average of what monies will be collected.

Graph showing monies collected in 2022 from out of county holds.

NMC Pay comparison.

Correctional officer salary median (internet) \$45,941.00

Correctional officer salary wage average in NM \$20.51

Correctional officer salary wage average in CO. 23.60

Pay raise current/with \$3.00 raise and what the cost will be per year for 3 yrs.

Warden Regina Slade



The graph below shows monies collected from housing for other counties from July 2023 through June 2024.
 Red indicates outstanding invoices.

	Guadalupe County	Mora County	San Miguel County	Taos County	Clayton Municipal	Union County	Angel Fire Municipal	Eddy County	Totals Per Month
Previous Unpaid		\$2,850.00	\$8,925.45		\$399.00	\$24,238.33			\$66,371.14
July		\$190.00	\$6,485.33	\$380.00	\$2,026.10	\$28,469.72	\$190.00		\$37,741.15
August			\$7,025.54		\$798.00	\$29,391.49		\$897.75	\$38,112.78
September			\$8,685.52		\$1,895.25	\$38,872.39			\$49,453.16
October			\$2,293.88	\$285.00	\$3,131.20	\$47,300.90	\$2,493.75		\$55,504.73
November			\$6,134.95		\$3,092.25	\$37,506.00			\$46,733.20
December			\$6,134.95		\$2,188.56	\$36,308.10			\$44,631.61
January			\$6,134.95		\$2,188.56	\$36,308.10			\$44,631.61
February			\$6,134.95		\$2,188.56	\$36,308.10			\$44,631.61
March			\$6,134.95		\$2,188.56	\$36,308.10			\$44,631.61
April			\$6,134.95		\$2,188.56	\$36,308.10			\$44,631.61
May			\$6,134.95		\$2,188.56	\$36,308.10			\$44,631.61
June			\$6,134.95		\$2,188.56	\$36,308.10			\$44,631.61
Total Per County	\$0.00	\$3,040.00	\$82,837.16	\$665.00	\$26,661.72	\$489,552.05	\$2,683.75	\$897.75	\$606,337.43

The graph below shows monies collected from housing for other counties from July 2022 through June 2023. Red indicates outstanding invoices.

	Guadalupe	Mora	San Miguel	Taos	Clayton	Union	Angel Fire	Santa Fe	Totals Per Month
	County	County	County	County	Municipal	County	Municipal	County	
July	\$9,390.00	\$1,093.80	\$60,310.00		\$570.00	\$10,735.00			\$125,423.00
August	\$9,423.41		\$19,270.79		\$380.00	\$14,250.00			
	\$9,000.00		\$6,235.00			\$17,955.00			
	\$8,452.65								
	\$6,149.97		\$56,789.46			\$26,030.00	\$380.00		\$130,992.08
September	\$5,880.49					\$127,490.00			
	\$6,042.28		\$45,389.97			\$24,985.00			\$203,745.46
October			\$26,176.09		\$855.00	\$30,590.00	\$95.00		
	\$5,991.71								\$63,758.37
November			\$12,101.14		\$3,610.00	\$21,945.00		\$665.00	
	\$6,449.27								\$44,312.85
December			\$5,282.81		\$3,800.00	\$22,895.00			
	\$3,143.04								\$38,427.08
January			\$3,535.62			\$24,867.59	\$2,945.00		
	\$2,797.27								\$34,491.25
February			\$5,280.27		\$1,728.28	\$26,718.90			
									\$36,524.72
March			\$570.00		\$798.00	\$27,984.18	\$1,900.00		
		\$2,375.00	\$1,655.00		\$598.50	\$30,939.52	\$95.00		\$31,252.18
April									
		\$2,850.00	\$6,102.74		\$598.50	\$24,238.33			\$35,663.02
May									
		\$341.84	\$8,925.45		\$399.00	\$29,616.52			\$33,789.57
June									
									\$39,282.81
Total Per County	\$72,720.09	\$6,660.64	\$257,624.34	\$0.00	\$13,337.28	\$461,240.04	\$5,415.00	\$665.00	\$817,662.39

County Pay Comparison

County	Bed Count	2021	2022	2023
Lea	400	\$15.00	\$26.00	\$26.00
Eddy	404	\$19.51	\$22.61	\$23.75
Los Alamos	26	\$	\$22.26	\$22.26
Rio Arriba	140	\$14.50	\$18.00	\$21.75
Santa Fe	612	\$16.05	\$21.34	\$21.66
Taos	88	\$14.23	\$16.43	\$21.65
Bernalillo	2236	\$17.05	\$19.22	\$21.36
Lincoln	144	\$13.80	\$18.63	\$20.00
Otero	208	\$12.00	\$19.53	\$19.53
San Juan	1091	\$16.98	\$18.48	\$18.48
Dona Ana	822	\$13.70	\$17.50	\$18.00
Sandoval	511	\$14.40	\$17.50	\$18.00
Valencia	132	\$13.60	\$17.00	\$17.00
Colfax	106	\$14.10	\$16.98	\$16.98
San Miguel	150	\$11.72	\$16.46	\$16.11
Socorro	96	\$13.10	\$13.44	\$16.11
Curry	260	\$15.19	\$16.00	\$16.00
Grant	100	\$12.85	\$15.35	\$15.35
Sierra	134	\$12.90	\$15.41	\$15.41
Chavez	400	\$13.29	\$15.35	\$15.35
De Baca	20	\$	\$15.00	\$15.00
Luna	610	\$13.40	\$15.00	\$15.00
Roosevelt	146	\$13.23	\$15.74	\$14.71
McKinley	328	\$17.98	\$14.50	\$14.50
Quay	57	\$	\$14.00	\$14.00
Hidalgo	158	\$	\$13.75	\$13.75

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Correctional Officer Salary in New Mexico

How much does a Correctional Officer make in New Mexico? The average Correctional Officer salary in New Mexico is **\$45,941** as of October 25, 2023, but the range typically falls between **\$40,907** and **\$50,985**. Salary ranges can vary widely depending on the city and many other important factors, including education, certifications, additional skills, the number of years you have spent in your profession.

Jobs with a similar salary range to Correctional Officer : [Electronic Tech \(/research/salary/hiring/electronic-tech-salary\)](#), [Tesol Teacher \(/research/salary/hiring/tesol-teacher-salary\)](#), [Tower Hand \(/research/salary/hiring/tower-hand-salary\)](#)

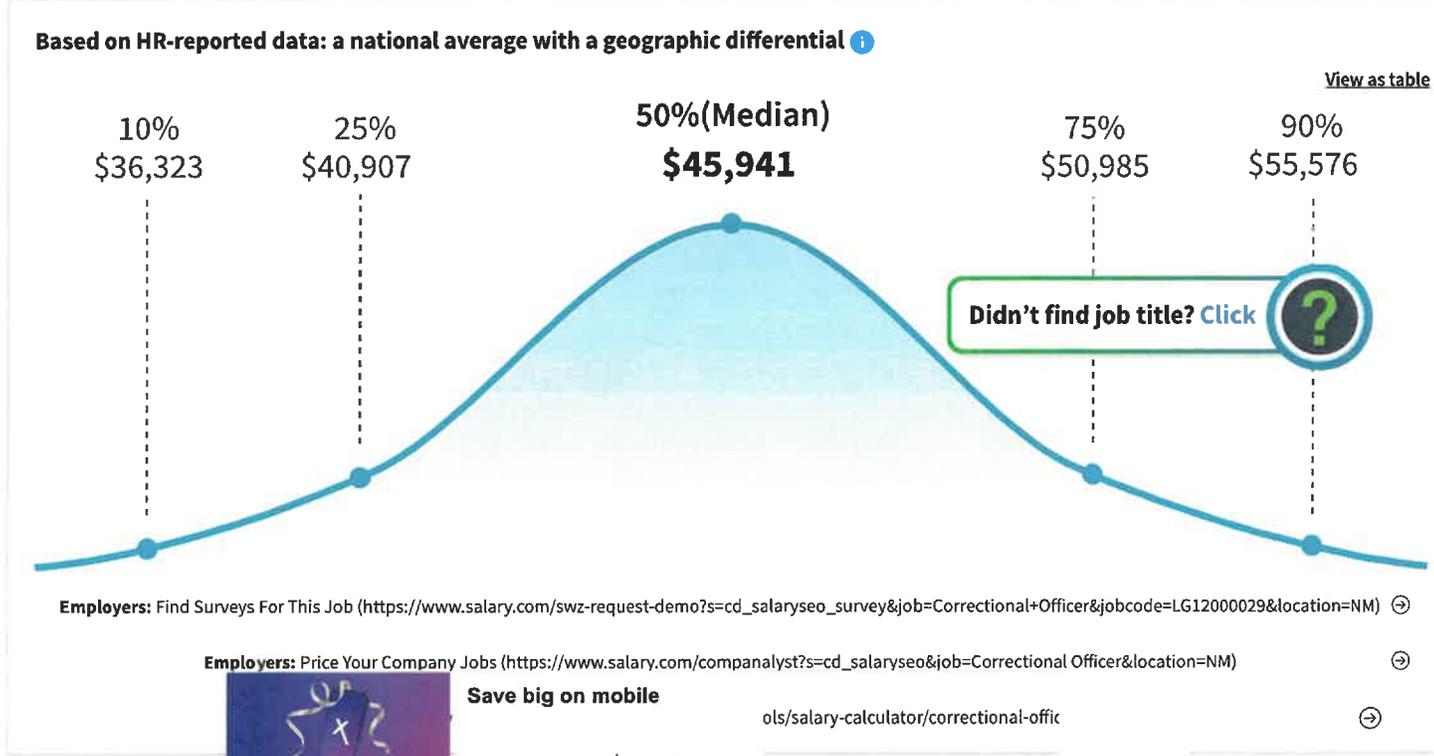
View Minimum Wage Values in New Mexico [↗](https://www.salary.com/research/minimum-wage/new-mexico) (<https://www.salary.com/research/minimum-wage/new-mexico>)

- [Develop a Job description \(https://www.salary.com/resources/how-to/how-to-manage-job-descriptions/?s=cd_salaryseo&job=Correctional-Officer&location=NM\)](https://www.salary.com/resources/how-to/how-to-manage-job-descriptions/?s=cd_salaryseo&job=Correctional-Officer&location=NM)
- [Pay Equity \(https://www.salary.com/resources/how-to/5-tips-for-achieving-pay-equity/?s=cd_salaryseo&job=Correctional-Officer&location=NM\)](https://www.salary.com/resources/how-to/5-tips-for-achieving-pay-equity/?s=cd_salaryseo&job=Correctional-Officer&location=NM)
- [Job Skill Model \(https://www.salary.com\)](https://www.salary.com)
- [Salary Grading Scale \(https://www.salary.com/blog/what-is-a-salary-grading-scale/?s=cd_salaryseo&job=Correctional-Officer&location=NM\)](https://www.salary.com/blog/what-is-a-salary-grading-scale/?s=cd_salaryseo&job=Correctional-Officer&location=NM)
- [Pay Strategy \(https://www.salary.com/blog/crafting-the-perfect-pay-strategy-within-budget-constraints/?s=cd_salaryseo&job=Correctional-Officer&location=NM\)](https://www.salary.com/blog/crafting-the-perfect-pay-strategy-within-budget-constraints/?s=cd_salaryseo&job=Correctional-Officer&location=NM)

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Correctional officer salary in New Mexico

How much does a Correctional Officer make in New Mexico?

Average base salary ?

\$20.51

Per hour

same

as national average

Average \$20.51

Low \$16.47

High \$25.54



Non-cash benefit

401(k)

[View more benefits](#)

The average salary for a correctional officer is \$20.51 per hour in New Mexico. 83 salaries reported, updated at November 25, 2023

Is this useful?



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Top companies for Correctional Officers in New Mexico

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Correctional officer

Las Animas, CO

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Correctional officer salary in Las Animas, CO

How much does a Correctional Officer make in Las Animas, CO?

Average base salary

\$23.60

Per hour

same as national average

Average \$23.60

Low \$23.23

High \$23.97



Non-cash benefit

401(k)

[View more benefits](#)

The average salary for a correctional officer is \$23.60 per hour in Las Animas, CO. 2 salaries reported, updated at September 16, 2023

Is this useful? Maybe

Top companies for Correctional Officers in Las Animas, CO

Vacant	\$16.9783	\$35,314.86	\$3.00	\$19.98	\$41,554.86
Vacant	\$16.9783	\$35,314.86	\$3.00	\$19.98	\$41,554.86
Total			\$102.00		
Total X 2080(1 Year)			\$212,160.00		
Sustained 3 Years			\$636,480.00		
Monies from Out of County			\$998,474.21		

Programs and Services Policy

Policy

Detainee programs, counseling and services are available, consistent with community standards and VMDC policies. The services are:

- A. Social Services
- B. Religious Services
- C. Recreation
- D. Leisure time
- E. Medical Services

There will be no discrimination accessing programs based on a detainee's race, religion, national origin, gender, gender identity, sexual orientation, veteran status, age, or disability.

Procedure:

1. The Warden will work with individuals, agencies, organizations, and business of Raton and Colfax County to provide detainee services.
2. The Warden will ensure that these services:
 - Comply with the Laws of the State of New Mexico
 - Comply with National Detention Standards
 - Meet the basic rights of the detainees
 - Are consistent with community standards and resources
3. The Warden will provide training for detention center staff to provide detainees access to services.
4. The Warden will regularly meet with the supervisors to discuss and resolve issues regarding services.
- 4.5. The Warden will decide time, place and manner of these programs consistent with the VMDC policies and applicable state laws.

ADDENDUM 1



VIGIL MALDONADO DETENTION CENTER DETAINEE HANDBOOK

We provide the handbook to all offenders housed in the Detention Center. It will help you understand how the Detention Center operates and what we expect of you. You are expected to obey the rules in the handbook and cooperate with Detention Center Staff. The handbook is the property of the Detention Center, and you are expected to return it when released from custody.

Please feel free to ask any Detention Center Officer if you have questions about the handbook. Destruction or defacing of the handbook is considered a rule violation, and a replacement cost of \$10.00 will be subtracted from your detainee cash account.

I. PREA (Prison Rape Elimination Act).

The Vigil Maldonado Detention Center has a ZERO TOLERANCE POLICY for sexual misconduct involving offenders. It is the policy of this facility to provide a safe, humane, and secure environment, free from sexual abuse, misconduct, harassment, or retaliation. Sexual misconduct between staff and offenders, volunteers or contract personnel and offenders, or between two or more offenders regardless of consensual status is prohibited and subject to administrative discipline or criminal sanctions.

Statute 30-9-11 NMSA 1978 makes it a second-degree felony for a staff member to have sex with an offender and is punishable with up to 18 years in prison.

Further, there is a federal law against sexual abuse inside correctional facilities called the Prison Rape Elimination Act (PREA) that applies to staff-offender as well as offender-offender sexual relationships.

Sexual activity and sexual abuse between detainees and staff or between detainees are against our institutional policy. Our zero-tolerance policy places a duty on staff and detainees to report any and all sexual abuse within the facility. It also commits the facility to taking reports of sexual abuse seriously, and to investigating and punishing sexual abuse. It is also our policy to refer substantiated cases for prosecution.

Victims of sexual abuse may be taken to an outside hospital for a medical forensic examination to collect evidence. You also have the right to refuse the examination. Victims also have access to facility medical and mental health services. Medical forensic examinations by an outside hospital, and facility medical and mental health services are provided without charge.

Both PREA and facility policy prohibit retaliation against those who report sexual abuse. Institutional policy requires both staff and detainees who witness or hear a report of sexual abuse to report it. Hiding or suppressing evidence of a crime could constitute tampering with evidence and may result in disciplinary action or prosecution.

The term “**sexual abuse**” means:

“Subjecting another person to any sexual act or contact by force, persuasion, or enticement, subjecting another person who is incapable of giving consent by reason of their custodial status, physical or mental state to sexual contact or rape or molestation. Prostitution or other forms of sexual exploitation”.

The term “**sexual contact**” means:

“Intentionally touching or physical contact in a sexual manner, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, buttocks with or without the consent of

the person, or any touching or inappropriate viewing with the intent to arouse, humiliate, harass, degrade or gratify the sexual desire of any person”.

The term “sexual harassment” means:

“Sexual advances, sexually offensive language. Comment or gestures, influencing, promising, or threatening any detainee’s or staff’s safety, custody status, privacy, housing privileges, or program status in exchange for personal gain or favors of a sexual nature; creating or encouraging an atmosphere of intimidation, hostility, offensiveness as perceived by any individual who observed the sexually offensive language or behavior.

Vigil Maldonado Detention Center has a ZERO TOLERANCE POLICY for sexual harassment involving offenders.

Sexual harassment includes, but is not limited to, the following:

1. Unwanted sexual advances.
2. Requests for sexual favors and other verbal or physical contact of a sexual nature.
3. Indecent exposure.
4. Placing or showing sexually explicit pictures, cartoons, or drawings where they may be visible to any person, who may be offended.

To report sexual abuse, sexual harassment or retaliation a victim or witness can:

Write directly to the Warden or PREA Coordinator, file a grievance, speak with any member of the facility staff, disclose the abuse to the medical or mental health provider, call the Taos Community Against Violence 575-758-8082, Call the Sexual Assault Support Services “SASS” at 1-866-750-6474. Call Alternatives to Violence at 575-445-5778 or write to 124 Pecos Ave, Raton NM 87740, or have a family member or friend report it to the facility or the Colfax County Sheriff Office.

(Note: All calls are subject to monitoring)

Vigil Maldonado Detention Center will provide detainees solely being held for immigration purposes information on how to contact relevant consular officials and relevant officials of the Department of Homeland Security:

The DHS OIG may be reached at 1-800-323-8603 or:
Office of Inspector General/MAIL STOP 0305
Department of Homeland Security
245 Murray Lane SW
Washington, DC 20528-0305

The DRIL may be reached at 888-351-4024 or by having third parties complete a form at <https://www.ice.gov/webform/ero-contact-form>

These matters are taken very seriously. Making false accusations or reports against another detainee, staff or volunteer is a major rule violation. All reports will be taken

seriously and investigated by facility staff or an outside entity. False accusations can lead to loss of privileges as well as prosecution.

For more detailed information, please refer to the PREA Orientation Manual that was provided to you during the booking process.

II. VMDC OFFENDER POLICIES

ADDRESSING DETENTION OFFICERS

Detainees will address Detention Officers with respect at all times, using such terms as “Sir or Ma’am”, “Officer” or Officer (Last Name); or in the case of civilian Officers, “Mr. or “Ms”, followed by their last name. Detention Officers will address detainees in a similarly respectful manner.

OFFENDER RIGHTS AND PRIVILEGES

A RIGHT-is something to which you are entitled. Law generally determines rights subject to the VMDC policies and state laws.

Rights include:

1. Access to courts and counsel,
2. Access to legal material,
3. Access to personal correspondence (subject only to the limitations necessary to maintain order and security).
4. Access to foreign diplomatic representative,
5. Performance of religious practices,
6. Protection from discrimination and harm,
7. Freedom from sexual abuse and physical harm,
8. Documentation of detainee grievances and,
9. Performance of general personal grooming.
10. Pencils will be issued Seven days a week, from the hours of 8:00am to 4:00pm you must return the pencil. Failure to do so will result in a disciplinary action.

A PRIVILEGE-is a benefit granted by the Detention Center that is subject to loss based on poor discipline, security risk, or emergency situations. Privileges vary between security levels.

DETAINEE RESPONSIBILITIES:

You are expected to:

1. Follow Detention Officers orders or requests.
2. Respect Detention Center property and the property of others
3. Maintain your bed, cell, dayroom, and other detainee spaces in a clean, orderly, and sanitary manner.
4. Comply with "VMDC's" "ZERO TOLERANCE" for sexual abuse or sexual harassment policy.
5. Comply with "VMDC'S" policies regarding drugs, weapons, alcohol, and contraband.

CLASSIFICATION:

Detainees are assigned to housing areas based on an Objective Jail Classification System, which uses a point system. You accumulate points for:

1. Current Charges.
2. Most serious prior charges.
3. Escape History.
4. Past and present Detention Center behavior.
5. Prior felony convictions.
6. Alcohol or Drug abuse
7. Age.
8. Employment.
9. Schooling and.
10. How long you have lived at your current home address

Classification will occur within the first 22 hours you are in custody. While in holding you may be given the opportunity to shower daily and receive two hours of out of cell recreation time.

From time to time, you may be reclassified. Classification may change due to:

1. Changes in your behavior,
2. Additional or change in charges,

3. Length of time in the facility,
4. Inability to live with others, as well as
5. Other determining factors,

You may appeal your classification to the Classification Specialist by completing a Detainee Request Form.

RESTRICTIVE HOUSING

If you are a danger to others, in danger of others, or a threat to the safety and security of the Detention Center, you may be placed in Special Management. Upon being placed in Special Management, your status will be reviewed every 7 (seven) days for the first 60 (sixty) days and then every 30 (thirty) days following. A meeting will be held with the Classification Specialist to review your status.

VOLUNTARY RELOCATION

If there are other detainees whom you need separation from, you may request relocation. This is done by speaking with a Detention Officer about your concerns and completing a Detainee Request Form. If you are in immediate danger, notify a detention officer at once.

You should detail whom you need to be separated from, and the reason we cannot house you with that person.

You may be relocated if we decide that you require it. Although Relocation is not considered punitive, we will generally house you in Restrictive Housing, unless it is full to capacity. If it is full, a supervisor will decide where you are to be housed while waiting for an opening in Restrictive Housing. You will be subject to Restrictive Housing rules.

FEMALE OFFENDERS

Female offenders will be housed in the Women's Pod. The Women's Pod contains Restrictive Housing, Holds and general female housing. There may be an occasion to house female offenders in Booking or medical if the need arises.

COURTESY HOLDS

Occasionally, prisoner exchanges occur with other detention centers for various reasons, it is possible that we could transfer you to another detention center. We would expect you to do so without argument.

HOUSING

After you are classified, you will be moved to one of the seven Detention Center pods. The four pods are Men's Pod's (D, E) are General Population, (C) is Disciplinary, and (F) is Restrictive Housing. (A1) is Women's Restrictive Housing and (A-2) Women's Disciplinary, (B)-Pod Women's General Population. The following is information and important rules you need to be aware of and abide by. Depending upon facility population, pod assignments may vary.

1. All housing will have access to a dayroom during the day. The Dayroom will not be accessed during routine lockdowns, detainee counts, maintenance work, nightly lockdown, emergency situations or when staff believes a lockdown is necessary.

2. Restrictive Housing detainees will have the same privileges as general population when allowable and the maximum out of cell time available. This will be managed with a lockdown schedule. Each detainee is responsible for cleaning their cell areas along with cleaning the dayroom. While you are not in lockdown you will have access to the dayroom and showers. At no time will any person in lockdown be in a cell for over 22 hours. Yard time will be offered to each detainee in Restrictive Housing every day separate from out of cell time. Restrictive Housing detainees will have their status evaluated within the first 48-120 hours.

3. If assigned to general population, you will be assigned a specific bunk. The assigned bunk is the only bunk you will use. Using a bunk or moving to a bunk that is not assigned is a violation.

4. When the count is announced detainees must return to their bunk immediately and stay by until count is conducted and cleared.

5. In the event of an incident within your housing unit if you are directed to go to your bunks, you must immediately go to your bunk and get in your bunk.

6. You are required to make your bed before exiting your cell at the hours of 8:00 a.m. or any time exiting the cell.

7. Your time may be assigned at the discretion of the Warden.

RULES OF DISCIPLINE

Rules will be used to keep the Detention Center safe, secure, and healthy. They provide for fair and honest care of detainees. You will be held accountable for your own behavior. If you do not obey the rules, you may be restricted to your cell for up to 24 hours, moved to the disciplinary housing unit, loss of "good time" or we may take some privileges away from you. Rules are subject to change at any time with verbal or written notice.

If you coerce another detainee into violating a rule, it is the same as you, yourself committing the violation. Some violations may result in criminal charges and disciplinary action. If you violate three or more minor rules it may be deemed as a major rule violation.

A Detention Officer may send a detainee to their cell or bunk for a 2-hour cooling off period. This will not be considered discipline and is not subject to consent or grievance.

CONSENT TO IMMEDIATE DISCIPLINE

Upon being accused of a rule violation for which the Detention Officer does not utilize the 2-hour cooling off period, a Detention Officer may issue you with a warning, or start the Disciplinary Process. You will be informed in writing of the violations against you. At this time, you will be given the option to consent to immediate disciplinary sanctions or request a disciplinary hearing. Immediate disciplinary sanctions are, most likely, less severe than you would receive in a disciplinary hearing, if you were found guilty.

If you request a disciplinary hearing, the shift Supervisor or Detention Sergeant will review your charges. If the shift Supervisor or Detention Sergeant determines that a disciplinary hearing is not appropriate, the shift Supervisor or Detention Sergeant can impose one or more of the following sanctions:

1. One to five days of lockdown
2. One of fifteen days of loss of privileges

You have the right to a formal appeal sanction at this time for violations of your civil rights during the disciplinary process. If you feel that the charges did not reflect the event that took place, or the sanctions are not comparable with the violations.

FORMAL DISCIPLINARY PROCEDURES

A disciplinary hearing: is the formal hearing held by members of the Detention Staff and Jail Warden and/or Warden's designee.

The disciplinary hearing will be held as soon as possible after the date of the infraction. The Detention Center holds hearings within seven working days of the incident.

You will be informed, in writing, of the offense(s) within twenty-four hours and you will be informed on your rights in the proceedings. You will be notified of any continuances and the reason for them. You need to advise the Disciplinary Hearing Officer if you need assistance in preparing for the hearing. After receiving the Notice of a Disciplinary Hearing, you will have twenty-four hours or more to prepare for the hearing, unless you specifically waive this right or plead guilty to the offense.

You will be present for the hearing, unless you waive that right, or if there is a documentable reason to exclude you from the hearing. If you refuse to attend the hearing when you are called, the hearing will be held in your absence and any decision will be made on the available information.

You are required to advise Detention Staff immediately of any witness you wish to call. You may request or name witnesses whose testimony you wish to have included as a part of the hearing record. You do not have the right to cross-examine or question witnesses. Detainees who wish their identity to remain confidential will not give testimony in your presence. You do not have the right to legal counsel during the disciplinary process, but you may request to have a Detention officer who was not a witness to the violations help you with your hearing.

You will be advised of the disposition of your case at the conclusion of the hearing unless told otherwise by the Detention staff.

If you are found guilty during a disciplinary hearing, you have the right to appeal the results to the Warden within two days of receiving the written decision of the hearing. If you do not timely file appeal the decision from the disciplinary shall be final. For example, the charges did not reflect the events that took place, or the sanctions are not comparable with the violations.

All appeals must be presented in writing. The Warden or designee will respond to your appeal within a reasonable amount of time. The decision of the Warden is considered final.

Immediate Disciplinary Separation: is disciplinary action taken by a Detention Officer upon observing a violation of a major or minor rule. This action is for the safety and security of the Detention Center. Your status will be reviewed within 48-96 hours. If formal disciplinary procedures are necessary, the procedure will begin immediately.

Minor Rule Violations

Detainees violate Minor Rules if they commit any of the following acts:

- MN-1 Abusive or offensive language / abusive or offensive gestures / racial, ethnic, or sexual slurs / teasing or harassment toward a Detention Officer, another detainee, or any person.
- MN-2 Lying to or arguing with a Detention Officer, volunteer, or service provider.
- MN-3 Horseplay, including wrestling, boxing, or pranks.
- MN-4 Excessive or disruptive noise, including whistling, yelling, stomping of feet, pounding.
- MN-5 Throwing any item, excluding recreational equipment used for their intended purpose.
- MN-6 Loaning any personal or issued property, or anything of value for profit or increased return.
- MN-7 Passing or receiving notes or other items.
- MN-8 Failure to cooperate with health care staff.
- MN-9 Gambling or possession of gambling paraphernalia.
- MN-10 Taking an extra meal tray or refusing to return a meal tray.
- MN-11 Fraternalizing or attempting to fraternize with a detainee of the opposite sex.
- MN-12 Refusing to work or encouraging others not to work.
- MN-13 Contact of any kind with a detainee(s) in disciplinary segregation (excluding cellmates, while both detainees are in the same cell)
- MN-14 Failure to maintain personal hygiene or failure to keep your bed, cell, dayroom, and other detainee spaces in a clean, orderly, and sanitary manner.
- MN-15 Keeping food (non - commissary) in cell.
- MN-16 Failing to properly wear your uniform or be fully dressed.
- MN-17 Possession of unauthorized or extra clothing or linen.
- MN-18 Failure to close cell door when outside of your cell.
- MN-19 Attaching any item to lights, fixtures, doors, windows, vents, walls, or any place in the cells, dayroom, or the facility.
- MN-20 Unauthorized use, or attempted unauthorized use, of the mail or of the telephone, including attempts to call blocked numbers or unaccepted collect calls through the use of other means.
- MN-21 Keeping more than ten items of personal mail, two empty containers, one of each extra hygiene items per detainee in your cell.
- MN-22 Sitting on tables, dayroom fixtures, bed mats in the dayroom.
- MN-23 Writing or marking walls, tables, dayroom fixtures, ceilings, uniforms, linen or any **any**-item belonging to the Detention Center.
- MN-24 Tattooing or self-mutilation.
- MN-25 Being in cells other than your own assigned cell at any time.
- MN-26 Violation of programs or visitation rules.

- MN-27 Possession of the property of another.
- MN-28 Controlling, attempting to control, or exhibiting authority over another detainee(s)
- MN-29 Placing feet on tables or any other furnishing in the Detention Center.
- MN-30 Attempting, planning, or aiding in any Minor Rules violation.
- MN-31 Possessing more than \$100.00 in commissary in a week (receipt will state your order) for that week.
- MN-32 Loitering by pod entrance, by detainee phones while in use by another detainee, by video visitation booth while in use by another detainee.
- MN-33 Moving from assigned bunk or changing bunk without authorization from staff.
- MN-34 Possession of cleaning supplies in the cell, other than during allotted cell cleaning time.
- MN-35 Disobeying or failure to follow Detention Officer's orders or requests in a timely manner (3 minor violations will result in a major violation).
- MN-36 Hanging items on the cell bars or doors, obstructing camera views by cell doors being open with towels or clothing items hanging on them.
- MN-37 Hanging blankets off bunks to obstruct the view from officer's will be considered a form of attempt of escape, also placing blankets to appear as there is a body in place will be considered a form of attempt of escape.
- MN-38 Razors that are altered or razors that are in possession in the cell after the day of issue is unauthorized.
- MN-39 Passing over the YELLOW LINES and staring into the windows.

Sanctions for Minor Rule violations

1. (1-15 days) of disciplinary segregation (lockdown)
2. Loss of privileges related to the violation for 1-15 days.
3. Classification change.
4. Forfeiture of 1-15 days of good time if granted by the Warden and the Court.
5. Restitution.
6. Any combination of the above.
7. Reporting of all rule violations to the Court or Judge hearing your case.

Major Rule Violations

Detainees violate Major Rules if they commit any of the following acts:

- MJ-1 Homicide / assault / threat of assault / holding of any person.
- MJ-2 Rioting or inciting others to riot.
- MJ-3 Sexual intercourse, sodomy, oral sex, forced masturbation of others or masturbation of self.
- MJ-4 Escape, attempted escape, or aiding in the escape of another.
- MJ-5 Arson (setting fire or burning any item)
- MJ-6 Theft / robbery (stealing an item belonging to the Detention Center or a person, with or without the use of force or threatened force)
- MJ-7 Fraud or any act of forgery, false statement, or deceit that results in personal gain of any kind.

- MJ-8 Introduction or possession of contraband, including weapons and tools used for escape, illegal narcotics of any kind also drug paraphernalia. Alcohol or homemade alcohol. Any items that have been altered from its original form. Or outside items that are not allowed in the Detention Center. **(Pens, hygiene, food items, clothing items, jewelry, hair items that are not purchased from the Detention Center).**
- MJ-9 Any type of sexual harassment, threat, or proposal toward a Detention Officer or any other person.
- MJ-10 Disobeying or failure to follow Detention Officer Orders or requests in a timely manner.
- MJ-11 Fighting with a Detention Officer, volunteers, service provider, or other detainee.
- MJ-12 Disrupting or abusing any operation in the Detention Center (calling control over and over and being rude and vulgar).
- MJ-13 Destruction, defacing, altering, or misuse of property of another (including the Detention the Detention Center)
- MJ-14 Extortion, blackmail, bribery, or attempting to control the behavior of others through threats, coercion, force, intimidation.
- MJ-15 Tampering or interfering with any lock, locking device, security monitoring device, electrical outlets, sink, toilet, drain, or any other Detention Center hardware.
- MJ-16 Resisting or interfering with any Detention Officer during an order to lockdown, search, count, disturbance, or emergency situation.
- MJ-17 Giving or offering any item of value to a Detention Officer or volunteer.
- MJ-18 Possession, manufacturing, use or introduction of any drugs, drug paraphernalia, alcohol or intoxicant.
- MJ-19 Violation of any Municipal, County, State or Federal law.
- MJ-20 Violation of any work release or detainee worker agreements.
- MJ-21 Repeated Minor Rule violations.
- MJ-22 Attempting, planning, or aiding in the commitment to any Major Rules violation(s).
- MJ-23 Any outgoing or incoming mail or telephone use containing information that would disrupt the safety and/or security of the Detention Center.
- MJ-24 Unauthorized touching of any Detention Officer.
- MJ-25 Making any false claims against facility employees, verbally or through the grievance process.
- MJ-26 Being in, or refusing to leave, an unauthorized area:
 - Detainees are not allowed in any area identified as an unauthorized area by detention officers.
 - Visitation booths are restricted, unless approved by the detention officers for visitation.
 - Walk on the right side of all hallways at all times.
- MJ-27 False report or accusation of any kind related to **PREA** (Prison Rape Elimination Act).
- MJ-28 Writing or marking walls, tables, ceilings, or fixtures of any judicial center.
- MJ-29 Misrepresentation of legal mail.

Sanctions for Major Rule Violations

- 1-30 days of disciplinary segregations (lockdown)
2. Loss of privileges related to the violation for 1-60 days.
3. Classification change.

4. Forfeiture of 1-30 days of good time if approved by the Warden and the court.
5. Restitution
6. Any combination of the above.
7. Report of all rule violations to the court/judge hearing your case.
8. Criminal charges may be placed for certain major violations.

If any other infractions occur during a sanction more time will be added to original sanction at the discretion of the Warden.

USE OF MAIL AND TELEPHONES

Personal Outgoing Mail:

All personal outgoing mail is subject to inspection for the safety and security of the Detention Center. You may write as many personal letters as you wish, as long you have stamped envelopes, which may be purchased through commissary. Outgoing mail must be placed in an envelope and **NOT SEALED**. Mail will be sealed by the administrative assistant after it is inspected.

All outgoing mail must be addressed in the upper left-hand corner of the front of the envelopes as follows:

Your full name
Vigil Maldonado Detention Center
444 East Hereford
Raton, New Mexico 87740

If you are indigent, you may request five envelopes for personal correspondence once a month, administrative assistant will place stamps on them when they are sent up front upon verification of indigent status. You must fill out a detainee request form, requesting this material. Your indigent status will be verified; however, you must be housed in this facility for two weeks to receive indigent status envelopes.

Detainees that have funds will purchase pre-stamped envelopes; indigents will not have a pre-stamped envelope. If we discover that an indigent envelope is sent by a detainee that is not indigent, that mail will be rejected and sent back to the detainee property.

PERSONAL INCOMING MAIL

All incoming mail is subject to opening and inspection for contraband, money and prohibited publications and for the safety and security of the Detention Center. Any mail violating "Prohibited Mail" rules will be returned to its sender. Any mail sent to a detainee must be sent in a sealed envelope, completely and correctly addressed, and must contain a complete and correct return address.

There are no restrictions on the number of letters you may receive, but there are size and content restrictions. Only letter and legal-size envelopes are acceptable, with the exception of books that

are sent direct from the publisher. You will be allowed to have a total of ten letters in your cell at one time. All other letters will be placed into your property bag, after you have read them. The only items that you will be able to accept, are photos (no Polaroid's or computer printed pictures). You will be allowed to have a maximum of ten photographs in your cell (no photos or any materials will be attached to any surface in the Detention Center).

Deposits may be made into your detainee account from personal mail by money order or cashier's check. We do not accept personal checks or cash through mail. A Detention Officer will remove the funds (money orders or cashier's check) and deposit them into your account.

If any mail is to be confiscated or censored, the detainee will be notified in writing, within twenty-four hours. The detainee and the sender have a right to appeal this action within seven working days of the action.

If incoming mail is rejected, the entire letter and contents will be returned to the sender. Incoming mail belongs to the sender. The sender will receive a Sender Return Notice with the reason for the refusal and the sender's right to appeal the refusal. The detainee will receive a Detainee Return Notice with the reason for the refusal and the sender's right to appeal the refusal.

Outgoing or incoming mail may be rejected if there is reason to believe that it may contain inappropriate materials, including but not limited to:

- a. Plans for the introduction of contraband.
- b. Plans for criminal activity.
- c. Instructions for the manufacturing of weapons, drugs, drug paraphernalia, explosives, or alcoholic beverages. Plans for escaping or unauthorized entry.
- d. Gang graffiti or tagged correspondence (i.e., language, signs, symbols, coded words, or messages)
Mail that contains potentially infectious or offensive material.
- e. Photographs that contain nudity or sexually explicit depictions, promote racial conflict or discrimination, gang affiliation or signs, or that would disrupt the safe and secure operation of the Detention Center. If you have any court order restricting contact with the sender.
- f. If Stated by Parole and Probation Officer(s) contact with certain persons is not allowed.
- g. There will be no detainee-to-detainee mail sent or received into this facility. This includes sending letters meant for another detainee through another person. (Piggy- backing)
- h. Any mail containing stickers or tape adhered to any part of it or mail that contains perfume. stained or has lipstick on it.
- i. The Warden feels the mail poses a threat to the safety and security of the facility, staff, and detainees.
- j. Envelopes may only include addresses. There is to be no artwork on the envelopes being sent. out of the facility.
- k. no postcards, no greeting cards, or celebration cards are to be mailed in or out of the facility.

The Detention Center is not responsible for delays or errors on the part of the U.S. Postal Service in the delivery of mail going out or coming in.



Legal Mail

Incoming legal mail must be clearly marked on the envelope “Legal Mail” and the address of the sender must be typed or printed to indicate the source or origin. Incoming legal mail will be opened and inspected, but not read, by a Detention Officer in the presence of the detainee to whom it is addressed.

Outgoing legal mail that is clearly marked “Legal Mail” and will be sealed in front of the Detention Officer collecting mail. Misrepresentation of “Legal Mail” is strictly prohibited and will result in disciplinary action. All legal mail will be mailed through the U.S. Postal Service.

Facsimiles can be sent when a detainee completes a Detainee Request Form and addresses the request to the “Booking Officer”. **The items to be faxed should be attached to the Detainee Request Form, you are not permitted to verbally ask an officer to fax items for you.** A local fax is \$1.00 per page. A long-distance fax is \$2.00 per page. Faxes are at your expense; you must have money in your detainee account to send a fax. The only exception to this rule will be for treatment centers. Fees are subject to change according to the Colfax County Fee Schedule.

If a detainee has been transferred or released, all incoming mail will be returned to sender.

Appeal Process for Returned Mail

- a. If incoming mail is returned for one of the reasons listed above. The detainee will receive a notification of the opportunity to appeal. The notification will be given in the form of a written **Detainee Correspondence Denial Form**. This form may also be sent to the sender if the mail was opened. If the mail clearly appears to be a greeting card it will automatically be returned to sender and will not be opened.
- b. The notice to the detainee will contain the name of the publication or item, the detainees name, the date that the mail was returned, the reason for the return, the name of the person authorizing the return and instruction how the detainee may appeal the return by following the facility Grievance Procedures.
- c. The detainee may appeal the return decision within five calendar days of the receipt of the notice of the grievance form, **otherwise, it shall be deemed to be waived**. The appeal must include the detainee’s name, date, the name of the publication or item in question, and all the reasons the detainee disagrees with the decision. Any reason not included in the written appeal will not be considered. Detainees will be informed of the decision concerning the appeal within seven Calendar days of the receipt of the appeal on the grievance form. If the person assigned to respond to the grievance needs longer than seven calendar days due to the length of the publication or the number of appeals being filed, notice will be provided to the detainee or detainee that an extension of time is necessary to respond. Further appeals will comply with the facility Grievance Procedures.

- d. Notice to the Sender will contain the name of the publication, or item, the detainee's name, date the publication or item was returned, the reason for the return and instructions on how to appeal the return decision.
- e. The sender may appeal within seven calendar days after receipt of the notice, and otherwise any untimely appeal shall not be considered. The sender must send the appeal by Certified Mail, addressed to the County Detention Center Warden. The appeal must include the detainee or detainees name, a contact person's name and address at the company or sender's location, the date, and the name of the publication or item, and all reasons that the sender disagrees with the return decision. Any reasons not listed will not be considered. If the appeal does not contain all the required information, such information will be requested of the sender, and the appeal will be placed on hold pending receipt of the information.
- f. The facility will respond if the administrative officer, handling the appeals, needs longer than ten days due to the length of the publication or the number of appeals being filed, notice will be provided to the sender that an extension of time is necessary to respond.
- g. If the appeal by a detainee is successful the detainee may then contact the sender by mail to request that the publication or item be re-sent. If the appeal by a sender is successful, the sender shall include a copy of the decision to accept the item by them when re-sending the material.

Telephone Calls

During the booking and initial classification process, Detention Officers will allow you to place three local or collect long distance calls to procure bond. Each phone call will be limited to three minutes. All other calls to contact family, friends, employers, attorneys, etc., will be placed on collect call phones located in the housing unit.

All calls, with the exception of attorney/client privileged conversations, will be monitored and recorded for the safety of the Detention Center.

You may use the collect call telephones in the dayroom during designated times that you are allowed out of your cell. Phones are programmed to shut off after fifteen minutes, so that all detainees get an opportunity to use them. After your time has elapsed, you must give other detainees an opportunity to use the phones. Talking loudly, making threats, or abusing the phones is not acceptable and may result in phones being shut off and disciplinary action. If an officer observes any misuse of a telephone, they will instruct you to end the call immediately. Failure to comply with such an order is a **Major Rule Violation**.

Phone cards may be purchased, if you have money in your detainee account, phone cards for \$5.00, \$10.00 or \$20.00. You may not purchase or possess more than three phone cards at one time. (Note your commissary limit is \$100.00 these counts towards your limit upon purchase of cards). Phone cards have a tracking number on them, and calls made are the responsibility of the person who purchased them. Do not share or give your card to anyone.

DETAINEE REQUEST FORMS

A detainee request form may be used to communicate with staff and administration or voice a grievance. After you complete the detainee request form, you will give it to a detention officer. The detention officer will then forward it to the proper personnel. You will receive a written response to your detainee request form from the appropriate personnel within five working days. Detainee request forms can be obtained from a detention officer. Administrative and Sergeant Requests are accepted on Mondays only.

GRIEVANCES

When abuse, harassment, violation of civil rights or denial of specified privileges is occurring, you may and may grievance form at any time without fear of harassment, discipline, punishment, or retaliation from detention center staff. You will detail your grievance, the outcome that is requested, sign the form, and return it to the detention staff. You will receive a written reply within five days. You may request the form from any detention staff.

You may appeal a grievance decision to the Warden. You must request a grievance appeal form from detention staff. Your appeal must be done within twenty-four hours of receiving your answer from the grievance officer. The Warden will review the appeal and you will receive the decision within five working days. The decision of the Warden is final.

EMERGENCY GRIEVANCE

Emergency grievances that address the possibility of imminent harm shall be processed in an expedited fashion.

The emergency grievance must be identified as an emergency grievance to be expedited and the Warden shall determine whether such grievance shall be considered as emergency.

Staff will assist you with writing any form of grievance. Any time you feel you are in danger, or if you have a medical emergency, report it to the nearest detention officer and the sergeant will be notified immediately.

The grievance officer will respond to emergency grievances within twenty-four hours of receiving the form. If this process is abused, the form will be returned stating why it is not an emergency and you may receive disciplinary action for abusing the process.

HEALTH SERVICES

Medical staff will see you upon intake and a full medical assessment must be done within fourteen days after entering the detention center. If you need to be seen before or after that, you should submit a detainee medical request form. Medical request forms are available from any detention officer upon request. If you have a medical emergency, notify any detention officer and they will contact the medical provider.

Doctor visits and mental health visits may be conducted via Tele-Med. You will be seen using a secure live video conference between you and the medical provider. A detention officer and a nurse will be present during these visits.

We will charge medical fees to your detainee account for the following:

1. Visits to the doctor/dentist \$15.00 per visit
2. Prescriptions each month \$5.00 for each prescription
3. Sick call for nurse visit \$10.00
4. Hospital visit \$20.00
5. Lab call/draw \$15.00
6. Wound care \$10.00

All medical care will be charged to your insurance if you have coverage, or to your detainee commissary account, when appropriate. The detention center will not deny medical care due to lack of funds but reserves the right to collect.

Sick Call is for detainees wishing to see the doctor. If you wish to visit the doctor, you need to fill out a detainee medical request form. The reason for the visit should be detailed on the form. The form will be given to detention staff who will forward to medical.

Mental health services are available. If you need Mental health services, you may make the request only on a detainee medical request form.

Critical dental care is available for a serious dental problem. You may want to request only on a detainee medical request form.

Off Site Medical/Dental is available, but the total bill will be charged to the detainee account unless it is related to PREA or is an illness or injury received while in custody that is not direct result of actions taken by the detainee. Any appointments related to a pre-existing condition will also be billed to the detainee account if seen off site.

Medication is given to detainees, if properly prescribed with distribution at 8:00am and 8:00pm.

Medline will be announced by detention staff, you will come out of the unit door when your name is called, the door will be closed for your privacy to protect your rights in accordance with HIPPA. You must have your water ready, and you are to administer your medication in front of the detention staff. Ointments for infections may be applied in your room or the shower area. Detention staff will check your cup and your mouth to ensure you have taken your medication.

Any checks of vital signs, blood glucose level checks, or wound treatments will be done in the medical clinic on site.

HYGIENE AND SANITATION

Personal hygiene is very important to your health, as well as the health of others. When you were processed through booking upon initial intake you were issued personal hygiene items, these items include one bar of soap, one toothpaste, one shampoo, one toothbrush, one pair of socks, one pair of boxer shorts and one white t-shirt. There is a charge for this hygiene kit, the fee is ten dollars. Additional hygiene can be purchased through commissary, if you cannot afford the hygiene from commissary and you qualify for indigent these hygiene items will be provided to you. One bar soap, shampoo, toothpaste, and toothbrush. This does not include boxers, socks, and t-shirts. You will be required to sign a form that you accepted indigent hygiene.

(note) If you purchase hygiene items from commissary and you already have hygiene items in your possession the staff will place what you purchased in property, so you can have it when you are out of your hygiene.

SHOWERS: You will be expected to maintain personal body cleanliness and are required to shower at least once a week; however, you are encouraged to shower daily. The showers are available any time that you are allowed in the dayroom. The shower water temperature is pre-set by the Detention Center. You must be dressed at a minimum in boxers and a T-shirt when going to and from the shower. You are not permitted to leave your personal hygiene items in the shower.

HAIRCUTS: You will be allowed to cut your hair twice a month. Each housing unit will have a designated day of the week for haircuts. The hair clippers will be only placed in the housing unit on the designated day. If you missed cutting your hair that day, you will have to wait two weeks. Detention staff is not permitted to cut your hair, you or someone from your housing unit may cut your hair. Detention staff will give you a clean uniform after haircuts if you request.

EARRINGS AND OTHER BODY JEWELRY: VMDC does not allow earrings, gages, tongue piercings, or any other piercings and jewelry. You are permitted your wedding ring and a plastic religious medallion, **no metal**. The healthcare staff will be contacted. No foreign objects are to be placed into openings intended for body jewelry.

RAZORS: Razors will be issued by a Detention Officer on Tuesday and Friday. When you sign for the razor, you are responsible for that razor. Your razor must be returned as it was given to you, it should not be altered. **When you are done shaving you will personally turn your razor into the Officer picking the razors up from the unit, no exceptions to the rule.** If a razor is not returned to the staff the whole housing unit will be under lockdown restrictions until the razor is returned. It is a major infraction to tamper with razors.

RAZORS FOR COURT: On days you have court you may request a razor. You will shave as you would on any other razor day. The same rules apply as any other razor day.

LAUNDRY: Laundry is done according to the schedule posted for each housing unit. Keeping an extra set of oranges is a Minor Rule Violation. On the same day you receive your oranges, you will have the opportunity to have your personal items washed as well. Bedding will be washed once weekly.

CLOTHING: You will be held responsible for clothing and other issued items while at the Detention Center. A replacement cost may be deducted from your detainee account for missing or damaged items.

You are required to wear your T-shirt, underwear, uniform shirt, pants, socks, and sandals at all times outside of your cell or away from your bunk. It is a rule violation not to be fully dressed in the day room.

IMPROPER USE OF CLOTHING:

Improper use of clothing is prohibited (A Minor Rule Violation). Improper use of clothing includes, but is not limited to, the following:

1. Altering Detention Center clothes without Detention Officer approval.
2. Cutting socks, T-shirts, or other Detention Center property to wear as arm bands or head covering.
3. Rolled or cuffed pants.
4. Wearing socks outside of the pants.
5. The wearing of pants lower than designed "sagging".
6. Wearing towels or other items as turbans.
7. Wearing sandals in a way that they are not designed.
8. Wearing oversized clothing unless we issue it to you.
9. No hair accessories are allowed, unless purchased in the commissary.

CLOTHES FOR JURY TRIALS

If you are scheduled for a jury trial, you must fill out the Administration Request Form for approval of clothes to be brought in for your jury trial. These clothes must be brought in during Detention Center business hours 8:00 am to 4:00pm Monday through Friday no other time is permitted. The following will be allowed:

Males

- One pair of pants
- One shirt
- One tie
- One sport coat
- One pair of socks
- One pair of shoes

Females

- One dress (or)
- One skirt and blouse (or)
- One pair of slacks and a top
- One pair of shoes
- One pair of hose or socks

Note: Please make sure to inform your family of the size of clothing you need for your jury trial. The facility will not permit for clothing to be exchanged after it has been approved by the Administration.

ISSUED ITEMS:

These items may vary during intake, however, once you are classified and moved to your housing unit these will be the items you are given.

*Hygiene Items:

One toothbrush
One tube of toothpaste
One bar of soap
One bottle of Shampoo

Clothing Items:

One Orange Uniform Shirt
One Orange Uniform Pant
One pair of shower shoes

*Clothing items issued upon intake

One White T-shirt
One White boxer-shorts
One Pair White socks

Linen items:

Two blankets
One Pillowcase
One Mattress Cover
One Bed Mat
One Towel
One Pillow

Other items: * You will be charged \$10.00 for these items*

One Cup
One Spork

If you purchase hygiene items from the commissary which duplicate items you still have that were issued, this is considered an excess and is contraband. Any non – hygiene item that you damage or destroy, you will be responsible for replacement cost.

Detainees may have plain white t-shirts, white boxers or briefs, pair of white socks and white bras (female) to be purchased from commissary. You are only allowed three of each of these items; extras are considered contraband.

All personal hygiene items will be kept stored either on your table in the cell or under your bunk, these items must be stored in an orderly fashion. Your dirty linen must be folded and placed under your bunk until your housing unit laundry day.

You may not put your orange uniform shirt over the table and use it for storage.

Damage Property Fees:

1. Facility Mattress. Cost - \$50.00
2. Facility Mattress Cover..... Cost - \$20.00
3. Facility Issued Towel. Cost - \$10.00
4. Facility Issued Wool Blanket..... Cost - \$30.00
5. Facility Issued Cotton Blanket..... Cost - \$9.00
6. Facility Shower Curtain..... Cost - \$14.00
7. Facility Issued Orange Spork..... Cost - \$2.00
8. Facility Issued Coffee Mug..... Cost - \$5.00
9. Facility Food Serving Trays..... Cost - \$10.00
10. Facility Issued Orange Shirt..... Cost - \$10.00
11. Facility Issued Orange Pant..... Cost - \$10.00

- 12. Facility Black & White Stripe Shirt..... Cost - \$10.00
- 13. Facility Black & White Stripe Pant..... Cost - \$10.00
- 14. All other items that are County Property such as windows, toilets, tables, chairs and any other structures or items that are County Property. These items will be subject to price quotes.

Please be advised that all prices may be subject to change as the rising cost of the items above by the manufacture. Also, criminal charges may be pursued on damaged property. If you damage property and do not have the funds in your account to pay for the damages, the damage cost will remain on your account.

All rules and regulations set forth in this handbook may be subject to change.

COMMISSARY:

Commissary privileges are available to you once a week. You will receive your commissary form on Thursday and the purchased items will be issued on Friday.

The cut off for money deposited for commissary is Wednesday at 4:00pm. **No exceptions**

The current commissary limit is \$100.00 this is subject to change by the Warden. You may order various food and hygiene items that are presented on the commissary list and hygiene items. Commissary is a privilege that can be lost due to disciplinary actions for misconduct.

Your family can bring or mail you funds for your commissary account. Only money order or cashier check will be accepted. No cash or no personal checks will be accepted.

You will be considered indigent when you are booked into the Detention Center with less than one dollar, and after being housed for two weeks without any funds being placed for you.

Department of Corrections Detainees: The Department of Corrections (DOC) will not allow you to return to their facilities with commissary items purchased from this facility. If you want to leave your items that you have purchased, you must fill out a request to the Warden to leave these items with an offender that is in your housing unit. This also applies to property before transport to prison, the facility will not accept property, your family must either mail or personally deliver these items to the Department of Corrections. Your property will be released after you are transported to the Department of Corrections.

The Vigil Maldonado Detention Center will not accept commissary items from other Detention Facilities, these items will be turned over to the Warden for proper disposal. If it is not purchased from this facility, you are not permitted to have it.

Library: The Vigil Maldonado Detention Center has a room with a small number of books and also a computer with Lexis Legal on it. There is a sign out sheet to check out books. You are limited to three books at one time in your cell. You may order books from outside the facility which will be screened by administration. You will receive a notice if a book is not permitted. The Book not permitted will be held by the Warden or placed in your property until your release from the facility.

Recreation: Recreation is not on a set schedule. Your behavior will dictate if you are allowed to attend. Outdoor recreation may be denied due to your conduct for security or for medical reasons. Subject to VMDC policies, gGeneral population detainees have access to excessive opportunities and /or leisure time activities, including exercise outside the cell. Restrictive Housing detainees have access to exercise at least three hours per day five days a week.

Religion: You are allowed to practice whatever religion you wish, as long it does not interfere with the safety and security of the Detention Center, employees, or detainees.

Television Usage: Television usage is a privilege that may be withdrawn at the Detention Officers discretion. If television sets are tampered with, they may be removed. Televisions are turned off at 10:00pm and will be turned back on at 08:00am.

Detainee Worker Program: New Mexico Statute section ~~(33-3-19)~~ states “It is the duty of the sheriffs, jail administrators as defined in Section 4-44-19 NMSA 1978 or independent contractors in charge of the jails of the state to compel the prisoners who are sentenced to imprisonment in the jails to work on public projects without pay or remuneration whatsoever. A prisoner may be compelled to work a maximum of eight hours in a twenty-four-hour period; provided that a work period is followed by a rest period of a minimum of eight hours. No prisoner shall be compelled to work on Sundays and legal holidays. This work may be considered for good time reduction as provided in Section 33-3-9 NMSA 1978.”~~it is the duty of the jail Warden in charge of jails of this state to compel the offenders who are sentenced to imprisonment to work on public projects”~~. Sentenced offenders involved in the worker program may be considered for good time reduction, which is at the discretion of the judge, not Vigil Maldonado Detention Center staff.

If you wish to become a Detainee Worker, you must complete an Administrative Request form and the Warden or designee will determine if you qualify to be a Detainee Worker. If accepted into the detainee worker program, you will be briefed on rules, work assignments and safety issues by the Detention Staff.

After being sentenced, your behavior and length of sentence may qualify you to be a detainee worker. The duties of a detainee worker will be assigned by the Detention Center Staff and will vary from day to day. Some of the duties of a detainee worker are cleaning kitchen help, and grounds keeping (pulling weeds or picking up trash).

You may be removed from detainee worker status at any time, pending a disciplinary hearing, for any rule violation or for violating the detainee worker agreement.

Visiting:

The Detention Center has non – contact visiting, personal video visits only. These visits that can be selected will be 20 or 40 minutes. This option is selected by the visitor. The visiting screens are located in the housing units. You must fill out a detainee visiting form with the information including first and last names of those you want to visit you. Visitors not on your visiting list will be turned away.

Visitors must be at least 18 years old with a valid picture I.D, visitors younger than 18 must be accompanied by a guardian who is at least 18 years old with a valid I.D.

Felons are not allowed to visit.

When there is a visitation in the housing only the detainee that visit was set for should be in front of the video screen. If the Detention staff advises other detainees from the viewing areas to move and if there is a refusal, disciplinary action will be taken. If obscene behavior is observed visiting privilege can be revoked for the detainee and the person visiting. Video visitation must be by appointment, visiting hours are 9:00 A.M. to 9:00 P.M.

Visitors using public terminals will visit on weekends 8:00 A.M. to 4:00 P.M. The visitor must schedule these visits during administrative office hours, which are 8:00 a.m. to 4:00 p.m., Monday through Friday.

Visiting rules are:

1. No visitor will be disruptive.
2. No visitor is to be under the influence of alcohol or drugs.
3. Visitors must have identification.
4. Detainees can refuse a visitor.
5. Detainee disciplinary reasons can prevent visitation.
6. Visitors can not wear revealing clothing.
7. No visits are allowed if protective order is in place between the offender and visitor.
8. Your visitor must input their pin number before you input your detainee number, if you do not follow this procedure, you may jeopardize your visit.

Professional: Police, Probation and Parole officers, attorneys, clergy, Social Service workers, and others with a legitimate, professional reason to visit detainees, as deemed appropriate by the Detention Warden may visit you. The professional visits are scheduled Monday through Friday from 8:00 a.m. to 4:00 p.m. Exceptions will be made upon court orders.

Detention Center Security

This is a detention environment where safety and security are major concerns. The use of audio and video monitoring equipment is used throughout the Detention Center for the safety and security of the Detention Officers and detainees. You are prohibited from tampering or interfering with any security device.

Searches: All detainees in custody are subject to search at the discretion of the Detention Staff. You are required to cooperate with all searches when the Detention Staff instructs you to do so. You will be searched every time you enter or leave a housing unit or the facility.

Administrative Searches: For the security and safety of detainees and Detention staff, regular unannounced searches of your housing area and property will be conducted.

Any contraband, extra clothing, bedding, or property in amounts over what the Detention Center rules permit, will be confiscated, and disposed of. You do not have the right to be present during searches.

Contraband: Contraband is anything in your possession, or under your control, which is prohibited by the rules and regulations of the Detention Center.

Contraband includes without limitation any key, key pattern or replica, lock pick, tool or instrument which could be used to cut, dig, pry or file; money or coin(s), un-canceled postage stamps, combustible material, any drug paraphernalia, chain, rope or ladder, tobacco, e-cigarettes. Anything altered from its original state.

Dangerous Contraband: The following items are deemed Dangerous Contraband:

1. Dangerous instruments firearms, explosive devices or substances, knives, or sharpened instruments.
2. Narcotic drugs
3. Dangerous drugs or controlled substances
4. Any intoxicating beverage or fermented ingredients

Nuisance Contraband: Nuisance contraband is anything that has not been provided or approved by the Detention Center or any approved item, which has been altered, changed, or misused, or any authorized items in excess of the allowed quantities.

If you are found with any type of contraband in your possession, or under your control, you will be disciplined or prosecuted.

You are prohibited from having in your possession, or under your control, any item not in its original condition. Modifying or altering any item, whether issued or purchased, is not permitted. This includes playing cards, magazines, and commissary items.

-You are prohibited from having in your possession, or under your control, any fruit, other food items from meals served in the Detention Center.

You are prohibited from having in your possession, or under your control, any cardboard boxes, plastic bags, string, or any container after the original contents are emptied.

You are prohibited from having in your possession, or under your control, any newspaper in whole or part in your cell or property box at your bunk.

You are prohibited from having any type of tobacco product e-cigarette, lighter or matches.

You are prohibited from possessing any form of pornographic material.

Safety: If at any time, you believe that your personal safety, or that of another, is in jeopardy, you should notify a Detention Officer immediately. Action will be taken to protect you or anyone else from violence or intimidation.

Detention Officers, at their discretion, may transfer offenders from one location to another, also may place offenders into different classifications pending administrative review, and may suspend privileges without notice whenever such action is necessary to preserve order or to protect persons or property from harm.

Emergency drills will be held periodically. These drills will ensure that our Detention Staff will react properly and keep you safe if an emergency occurs. You are expected to cooperate during all drills.

Food Service: The Food Service staff serves a healthy and nutritious diet. We will serve you three meals every day. All meals will be served in the dayroom area and will be eaten in the dayroom. If you are under lockdown or under special restriction, you may be directed to eat inside your cell. Dining areas are to be left neat and clean.

Special diets:

Medical: If you are on a special diet or have trouble with some types of food, you should inform the nurse. They will decide if you need a special diet for medical reasons and advise Food Service. This can be done through a Medical Request Form.

Religious: If your religious practice requires special food, you should submit a Detainee Request Form. The Detention Center Warden will determine if the request is legitimate and advise Food Service.

Tobacco: The Detention Center is a tobacco free facility. It is a Major Rule violation to process or use any type of tobacco. Nicotine patches, gum and other forms of tobacco are contraband.

Detainee Personal Money Account:

When you are processed into the Detention Center, all money was taken from your person and placed in your detainee personal money account for your use, and to pay for services and fees during your stay at the facility. **You will be charged a twenty-dollar booking fee also you will be charged \$10.00 for the hygiene packet you received on intake.**

Incoming funds: Family and friends may deposit money into your detainee account in person Monday through Friday from the hours of 8:00 am to 4:00 pm. They may also include the funds in mail sent to you. All funds must be in the form of a money order or a cashier's check. No personal checks or cash. Your funds must be received by 4:00 pm on Wednesday for you to receive commissary that week. No money or property can be exchanged between offenders.

Outgoing Funds: Upon your release from custody, a check will be requested from the Colfax County treasurer for your remaining funds and will be returned to you. You will have to pick this check up from the facility four days after being requested from the treasurer. If the check is not

picked up within the ten days of issuance, the check will be mailed to the address on your booking sheet. Released offenders may not leave money for housed offenders in the facility.

Damaged Items: In addition to disciplinary actions, the cost of damaged Detention Center property will be deducted from your detainee account if you are found responsible for damaging Detention Center property.

Cleaning: For the safety, and welfare of detainees housed in the Detention Center, you are required to keep your living area clean and sanitary. You are responsible for the cleanliness of your cell and your pod dayroom. To ensure compliance, Detention Officers will conduct unannounced, daily inspections during each shift. Daily cleaning will take place between the hours of 8:00 am and 10:00 am.

1. Your bed will be properly made any time you are not sleeping in it.
2. Floors will be swept and mopped daily.
3. Walls will be washed.
4. Marking on the walls is prohibited and is a rule violation.
5. Your toilet will be clean and flushed at all times.
6. Your mirror will be wiped clean and dry.
7. Trash will be removed from your cell daily.
8. Cell windows will be cleaned, and no items will be placed on the windows or frames.
9. Clothing will be folded and stored properly.
10. Books, papers, and personal items will be stored neatly in your cell.
11. You are not allowed to hang paper, pictures, or any item anywhere in your cell or pod.
12. Bedding and linens will be used for sleeping purposes only.
13. Bedding and linens will not be taken into the dayroom.
14. Nothing is to be hung or draped in a manner to obscure full view of your cell or pod.

A properly made bed: The mattress must be on your bunk. The mattress cover must be over the mattress; the sheets placed on top of cover; the blankets must cover the top of the bed. The blankets and sheets must be tucked under the end and both sides of the mattress to make a firm, smooth surface. Do not tie the ends of your sheets into knots. You are not allowed to have any part, or your bed covered at any time to obstruct the view of any facility staff.

(No tents or curtains)

Cleaning supplies and equipment: You are not allowed to have cleaning supplies or equipment in your cell or pod, except while cleaning. All cleaning supplies and equipment must be returned to the proper storage location after you have completed your cleaning task. It is a Minor Rule violation if you keep cleaning supplies or equipment in your cell or pod.

Dayroom cleaning: All offenders will share the cleaning duties for the dayroom area and showers. You must participate in the dayroom cleaning when instructed by Detention Staff. Offenders on twenty-three-hour lockdown are responsible for maintaining the cleanliness of a specific area of the dayroom during their one – hour access to the dayroom. They will be expected to clean for a minimum of twenty minutes.

The Warden may at any time in its sole discretion change the rules set forth above. You understand and agree to the additional terms added to this policy.

ADDENDUM 1

VIGIL MALDONADO DETENTION CENTER DETAINEE HANDBOOK

Approved in open meeting this 14th day of December 2023.

COLFAX COUNTY BOARD OF COMMISSIONERS

Si Trujillo, CHAIRMAN

Mary Lou Kern, VICE-CHAIR

Bret Wier, MEMBER

ATTEST:

Rayetta M. Trujillo, CLERK OF THE BOARD

MEMBERSHIP & INVESTMENT OPPORTUNITIES

BECAUSE ECONOMIC DEVELOPMENT
FOLLOWS TRANSPORTATION





MEMBERSHIP OPPORTUNITIES

CITY AND COUNTY MEMBERSHIPS

Cities: Membership dues calculated at \$.61 per capita based on current census

Counties: Membership dues calculated at \$.10 per capita based on current census

- Eligible for election on Ports-to-Plains Alliance Board of Directors
- Participation in all Policy Development, Events and Organization Activities
- Invitation to join us at our annual Washington DC Fly-in to meet with federal legislators
- One year of regular Membership including general listing and interactive map on www.portstoplains.com
- Membership registration rate for all representatives to all Ports-to-Plains Events
- Subscription to Ports-to-Plains newsletter, updates and action alerts

CHAMBERS OF COMMERCE, ECONOMIC DEVELOPMENT ORGANIZATIONS, COLLEGE AND UNIVERSITY MEMBERSHIPS

\$500 (International Organizations)

\$250 (U.S. Organizations)

- Participation in all Policy Development, Events and Organization Activities
- Invitation to join us at our annual Washington DC Fly-in to meet with federal legislators
- One year of regular Membership including general listing and interactive map on www.portstoplains.com
- Invitation to join us at our annual Washington DC Fly-in to meet with federal legislators
- Membership registration rate for all representatives to Ports-to-Plains Alliance Annual Conference
- Subscription to Ports-to-Plains newsletter, updates and action alerts

INDIVIDUAL MEMBERSHIPS

Individual Annual Membership \$100

- Participation in all Policy Development, Events and Organization Activities
- Invitation to join us at our annual Washington DC Fly-in to meet with federal legislators
- Subscription to Ports-to-Plains newsletter, updates and action alerts

BUSINESS INVESTOR OPPORTUNITIES

Ports-to-Plains is extending an invitation for **Businesses** to become a member of the Alliance. The focus of Ports-to-Plains Alliance is on the economic and business interests that are the lifeblood of the region and is dedicated to helping businesses thrive. Providing a safer and more efficient transportation system is key to business success and provides more opportunities for growth resulting in greater prosperity.



Ports-to-Plains members are crucial to the ongoing success of the Alliance. Business members will demonstrate support for Ports-to-Plains all while receiving a return on their investment from the benefits through membership.

Over the past decade and a half, Ports-to-Plains Alliance members have seen billions in federal and state funding for road improvements in the Ports-to-Plains region. Expanding existing two-lane highways to four-lane or better will provide a safer and more efficient transportation system to deliver goods and services throughout the corridor.

As an investor in Ports-to-Plains Alliance - all businesses are assured we will advocate for the future of business in rural communities, as well as additional benefits below:

- Adds your business support to the Ports-to-Plains advocacy efforts to develop the robust transportation infrastructure needed to support business and economic development
- Membership listing and inclusion on interactive map on Ports-to-Plains Website with link to your business website
- Opportunity to distribute promotional materials during Ports-to-Plains Alliance events
- Opportunities with Ports-to-Plains social media outreach
- Subscription to Ports-to-Plains newsletter, updates and action alerts

BUSINESS ASSOCIATE MEMBERSHIP

Associate Business Investor Annual Membership

Number of Employees	1-15	\$250
Number of Employees	16+	\$500

Individual Associate Membership benefits, plus;

- Membership registration rate to Ports-to-Plains Alliance Annual Conference

PRESIDENT'S CIRCLE - \$5,000

Associate Business Investors benefits, plus;

- \$2,500 Event sponsorship and benefits for Ports-to-Plains Alliance Annual Conference including all benefits for Silver Level Sponsor
- Home page logo placement on www.portstoplains.com

CHAIRMAN'S CIRCLE - \$10,000

President's Circle benefits, plus;

- \$5,000 Event Sponsorship for Ports-to-Plains Alliance Annual Conference including all benefits for Gold Level Sponsor
- Panel or speaker placement at Annual Conference
- One representative invited to be a member of the Ports-to-Plains Alliance Advisory Council
- Opportunity to attend Ports-to-Plains Alliance quarterly board meetings.



STATE TRUCKING ASSOCIATION OPPORTUNITIES

Associate Annual Membership: \$250

Ports-to-Plains is extending an invitation for the **State Trucking Associations** within its Corridor region to become a member of the Ports-to-Plains Alliance. These states include Texas, New Mexico, Oklahoma, Colorado, Nebraska, Wyoming, Kansas, South Dakota, North Dakota, and Montana.

Over the past decade and a half, Ports-to-Plains Alliance members have seen billions in federal and state funding for road improvements in the Ports-to-Plains region. Expanding existing 2-lane highways to 4-lane or better will provide a safer and more efficient transportation system to deliver goods and services throughout the corridor resulting in saving trucking companies time and money. According to the Ports-to-Plains Corridor Development and Management Plan, 2000 hours per day of truck travel will be saved once the highways are expanded to four-lane or better.

Ports-to-Plains is also aware of many issues facing our state trucking associations including permitting and harmonization of weight and size of commercial vehicles. By working together on these issues, we will be more effective in these efforts.

As a member of the Ports-to-Plains Alliance, State Trucking Associations are assured we will continue to advocate on your behalf on common issues while providing additional membership benefits such as:

- Adds your association's support to the Ports-to-Plains advocacy efforts to develop the robust transportation infrastructure needed to provide safer and more efficient movement of goods and services
- Membership listing and inclusion on interactive map on Ports-to-Plains Website with link to state Trucking Association website
- Invitation to join us in our annual Washington DC Fly-in to meet with legislators
- One complimentary registration to Annual Ports-to-Plains Alliance Conference
- Opportunity to distribute promotional materials during meetings and events
- Opportunities with Ports-to-Plains social media outreach
- Inclusion of trucking association press releases in Ports-to-Plains newsletters
- Subscription to Ports-to-Plains newsletter, updates and action alerts
- Attendance at Annual Trucking Association Meeting by at least one Ports-to-Plains staff member subject to scheduling

Ports-to-Plains Alliance
PO Box 16226
Lubbock, TX 79490

Phone: 806-777-4162

INVOICE 2560



Colfax County
230 N. 3rd St.
Raton, NM 87740

Invoice # 2560
Invoice Date 11/02/2023
Invoice Due Due Upon Receipt

Amount Due	\$ 1,238.00
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Transactions

Description	Amount
2024 Membership Dues	\$ 1,238.00

Total Amount	\$ 1,238.00
Amount Paid	-\$ 0.00
Amount Due	\$ 1,238.00

Please make checks payable to the Ports-to-Plains Alliance and send to address below. Credit cards are not accepted for membership dues. Wire payments are accepted, please send email for bank information to Tina Scarborough @ tina.scarborough@portstoplains.com.

Ports-to-Plains Alliance
PO Box 16226
Lubbock TX 79490



Colfax County

Board of Commissioners



P.O. Box 1498 ● Raton, New Mexico 87740
Ph. (575) 445-9661 ● Fax. (575) 445-2902
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Ports to Plains Alliance 2024 Membership Dues

County Commissioners

Si Trujillo
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Raton, NM 87740
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Mary Lou Kern
Vice Chairman
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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

Approved in open meeting this 12th day of December 2023.

COLFAX COUNTY BOARD OF COMMISSIONERS

Si Trujillo, CHAIRMAN

Mary Lou Kern, VICE-CHAIR

Bret Wier, MEMBER

ATTEST:

Rayetta M. Trujillo, CLERK OF THE BOARD



Colfax County
Board of Commissioners



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Resolution 2023-43

County Commissioners

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**RESOLUTION IN THE MATTER OF REPEALING RES. NOS.
2022-11 AND 2017-27 AND DISSOLVING THE ADVISORY
COMMITTEE FOR THE COLFAX COUNTY AIRPORT AT
ANGEL FIRE.**

WHEREAS, Colfax County, New Mexico (Country) owns and operates that certain property known as the Colfax County Airport at Angel Fire (Angel Fire Airport - KAXX); and

WHEREAS, in 2002 the Board of County Commissioners established an advisory committee for the Airport (Resolution No. 2002-46); and

WHEREAS, in 2017 the Board of County Commissioners dissolved that present committee and re-established the Advisory Committee to encourage improvement and development of the County Airport Facilities and equipment, increase the general aviation usage of the Airport, encourage the commercial usage of the Airport, and promote the public health, safety and welfare (Resolution No. 2017-27); and

WHEREAS, in 2022 the Board of County Commissioners amended Resolution No. 2017-27 to modify the membership, roles and responsibilities of the Advisory Committee (Resolution No. 2022-11); and

WHEREAS, the Board of County Commissioners deems it to be in the best interest of the County and its constituents to dissolve the Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED by the Colfax County Board of County Commissioners to rescind Resolution No. 2022-11 and 2017-27 and dissolve the Advisory Committee.

Approved in open meeting this 12th day of December 2023.

(Signature page to follow)



Colfax County Board of Commissioners



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Resolution 2023-43

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COLFAX COUNTY BOARD OF COMMISSIONERS

Si Trujillo, CHAIRMAN

Mary Lou Kern, VICE-CHAIR

Bret Wier, MEMBER

ATTEST:

Rayetta M. Trujillo, CLERK OF THE BOARD



Colfax County

Board of Commissioners



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RESOLUTION 2023-42

County Commissioners

Si Trujillo
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A RESOLUTION OF FEES FOR WIRELESS TELECOMMUNICATION FACILITIES

WHEREAS, The Colfax County Board of County Commissioners has adopted the Wireless Telecommunications Facilities Ordinance (Ordinance 2023-02) which directs that a resolution be adopted setting the application and permitting fees, and allows that resolution to be changed from time to time; and

WHEREAS The Colfax County Board of County Commissioners County desires to exercise its authority to establish wireless telecommunication application and permitting fees; and

WHEREAS The Colfax County Board of County Commissioners County considers specific reasons to set a separate and distinctive fee schedules for this Resolution due to unique and complex nature of the Ordinance which requires more time and effort including seeking expert’s advice in this area and intends to exercise its authority to establish wireless telecommunication application and permitting fees which affects fees stated in this Resolution; and

NOW, THEREFORE, BE IT RESOLVED that application fees are:

Non-Refundable (payable at the outset of the application process to Colfax County)

TRADITIONAL TOWERS:

Colocation, Modification or Eligible Facility:	\$ 9,000
New Tower:	\$ 17,500
Tower Registration Update:	\$ 1,500
Approved Application Update*:	\$ 1,500

SMALL WIRELESS FACILITIES: (SWF) Per FC18-133, NM HB-38

New SWF/ System (New or Replacement Poles)	1-25 \$750/each/site or node
SWF /DAS (New or Replacement Poles)	1-25 \$750/each/site or node
SWF; Colocation or Modification	1-5 \$100; 6-2 \$20/each/site or node
SWF; Approved Application Update*	1-5 \$100; 6-2 \$20/each/site or node
SWF Rights-of-Way Fees** (Annual)	\$250/site/node on an annual basis



Colfax County Board of Commissioners



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* Approved Application Updates – Are defined as those applications that have received final approval (permit issued), and the applicants decide it is necessary to modify the application before construction and final inspection. If construction or final inspection is completed or started, the applicant must submit a new application.

**Rights-of-Way Fees apply to all sites located within Colfax County’s rights-of-way regardless of the owner of the structures used. The Wireless Facilities Permit shall include applicable Rights-of-way authorization/s. Annual payments will be due on the 1st of January each year, and permits are authorized as long as the applicant adheres to the defined ordinance requirements for all permitted facilities.

SAVINGS CLAUSE.

Should any portion of this Resolution be declared unenforceable after a final, non-appealable decision of a court of competent jurisdiction, the remaining provisions of this Ordinance shall, to the extent feasible, remain in full force and effect.

PASSED, ADOPTED AND APPROVED this 12th day of December 2023.

BOARD OF COMMISSIONERS COLFAX COUNTY, NEW MEXICO

Si Trujillo, Chairman

Mary Lou Kern, Vice Chairman

Bret Wier, Commissioner

Monte Gore, County Manager

ATTEST:

By: _____
Rayetta M. Trujillo, Clerk of the Board



Colfax County
Board of Commissioners



P.O. Box 1498 ● Raton, New Mexico 87740
Ph. (575) 445-9661 ● Fax. (575) 445-2902
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RESOLUTION 2023-41

County Commissioners

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

Mary Lou Kern
Vice Chairman
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RESOLUTION FOR SMALL WIRELESS FACILITY DESIGN GUIDELINES

WHEREAS, The Colfax County Board of County Commissioners has adopted the Wireless Telecommunications Facilities Ordinance (Ordinance 2023-02) which directs that a resolution be adopted providing Small Wireless Facilities Design Guidelines, and allows that resolution to be changed from time to time; and,

WHEREAS The Colfax County Board of County Commissioners desires to exercise its authority to establish Small Wireless Facility Design Guidelines; and

NOW, THEREFORE, BE IT RESOLVED:

Background

On September 27, 2018, the FCC released a Declaratory Ruling and Third Report and Order (hereinafter “Small Cell Order” or “FCC Order”) that significantly limits local authority over small wireless infrastructure deployment and fees for use of the rights-of-way (“ROW”). The FCC Order took effect on January 14, 2019. However, the requirements regarding aesthetics did not take effect until April 15, 2019. Under the FCC Order, aesthetic or “design standards” must be: (1) reasonable; (2) no more burdensome than those applied to other types of infrastructure deployments; (3) objective; and (4) published in advance. The FCC Order also defines the size limitations for small wireless facilities (allowing antennas of up to 3 cubic feet each, with additional equipment not to exceed 28 cubic feet) and specifies that such facilities may not result in human exposure to radiofrequency radiation in excess of applicable standards in the FCC’s rules (federal law preempts local regulation of RF emissions the 9th Circuit Court of Appeals, in *City of Portland v. FCC*, No. 18-72689 (9th Cir. 2020). Invalidated the Small Cell Order’s specific requirements for design standards. However, to manage the deployment of small wireless facilities more efficiently (commonly referred to as “small cells”) in the ROW, it is recommended that municipalities adopt some form of written design standards.



Colfax County

Board of Commissioners



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Small Wireless Facilities Design Standard

The Wireless Facilities Ordinance and these “SWF Design Standards” are intended to be paired together.

There is no single design standard that will work for every situation. As such, the design standard is intended as a roadmap to assist the County and wireless carriers deploying small wireless facilities to use optimal designs that preserve the nature and character of the community being served.

Additional Considerations

Design standards only apply to small wireless facilities. A utility-neutral standard covering all utilities and communications providers provides one set of “rules” for the design of the public rights-of-way.

Definitions: These definitions are applicable to all applications filed and qualifying as a Small Wireless Facility.

“**Antenna**” means the same as defined in 47 C.F.R. § 1.6002(b), as may be amended or superseded. The term includes an apparatus designed for the purpose of emitting radio frequencies (RF) to be operated or operating from a fixed location pursuant to Federal Communications Commission authorization, for the provision of personal wireless service and any commingled information services.

“**Antenna Equipment**” means the same as defined 47 C.F.R. § 1.6002(c), as may be amended or superseded, which defines the term to mean equipment, switches, wiring, cabling, power sources, shelters or cabinets associated with an antenna, located at the same fixed location as the antenna, and when collocated on a structure, is mounted or installed at the same time as such antenna.

“**Antenna Facility**” means the same as defined in 47 C.F.R. § 1.6002(d), as may be amended or superseded, which defines the term to mean an antenna and associated antenna equipment.

“**Applicable codes**” means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code

County Commissioners

Si Trujillo
 Chairman
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organization or state or local amendments to those codes that are of general application and consistent with state and federal law.

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“**Applicant**” means any person who submits an application as, or on behalf of, a wireless provider.

“**Application**” means requests submitted by an applicant (1) for permission to collocate small wireless facilities; or (2) to approve the installation, modification, or replacement of a structure on which to collocate a small wireless facility in the rights-of-way, where required.

“**Colocate**” means the same as defined in 47 C.F.R. § 1.6002(g), as may be amended or superseded, which defines that term to mean (1) mounting or installing an antenna facility on a preexisting structure, and/or (2) modifying a structure for the purpose of mounting or installing an antenna facility on that structure. “Collocation” has a corresponding meaning.

“**Day**” means calendar day. For purposes of the FCC shot clock, a terminal day that falls on a holiday or weekend shall be deemed to be the next immediate business day.

“**Historic District**” means a group of buildings, properties, or sites that are either: (1) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register in accordance with Section VI.D.1a.i-v of the Nationwide Programmatic Agreement codified or (2) a locally designated historic districts effective at the date of this or in a locally designated historic district existing when an application is submitted.

“**Person**” means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including the Jurisdiction.

“**Pole**” means a type of structure in the rights-of-way that is or may be used in whole or in part by or for wireline communications, electric distribution, lighting, traffic control, signage, or similar function, or for collocation of small wireless facilities; provided, such term does not include a tower, building or electric transmission structures.



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“**Rights-of-Way**” or “**ROW**” means examples: “Right-of-way,” “rights-of-way,” “public right-of-way,” or “ROW” means and includes, but is not limited to, the space in, upon, above, along, across, over or under the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, bridges, trails, paths, sidewalks, bicycle lanes, public utility easements and all other public ways or areas, including the subsurface under and air space over these areas, but does not include parks, parkland, or other Jurisdiction property not generally open to the public for travel.

“**Small wireless facility**” means a facility that meets each of the following conditions per

47 C.F.R § 1.6002(j), as may be amended or superseded:

1. The proposed facilities meet one of the following height parameters:
 - a. are mounted on structures 50 feet or less in height including their antennas as defined in 47 C.F.R. Section 1.1320(d), or
 - b. are mounted on structures no more than 10 percent taller than other adjacent structures, or
 - c. do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater.

2. Each antenna or antenna enclosure shall not exceed three cubic feet in volume.

3. The total volume of installed equipment external to the pole (including, but not limited to cabinets, vaults, boxes) shall not exceed twenty-eight (28) cubic feet. This maximum applies to all equipment installed at the time of original application and includes any equipment to be installed at a future date. Antennas and antenna enclosures are excluded. If equipment exceeds this maximum, the installation will be redefined as a Macro site installation and all the associated standards and rates for Macro installations will be applied.

4. The facilities do not result in human exposure to radio frequency radiation in excess of the applicable safety standards specified in the FCC’s Rules and Regulations [47 C.F.R. section 1.1307(b)].



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“Structure” means the same as provided in 47 C.F.R. § 1.6002(m), as may be superseded or amended, which defines the term as a pole, tower, base station, or structure, whether or not it has an existing antenna facility, that is used or to be used for the provision of personal wireless service (whether on its own or comingled with other types of service).

A. General Requirements.

1. Ground-mounted equipment in the right-of-way is discouraged, unless the applicant can demonstrate that pole-mounted equipment is not technically feasible, or the electric utility requires placement of equipment on the ground (such as an electric meter). If ground-mounted equipment is necessary, then the applicant shall conceal the equipment in a cabinet, in street furniture or with landscaping.
2. Replacement poles, new poles and all antenna equipment shall comply with the Americans with Disabilities Act (“ADA”), city construction and sidewalk clearance standards and Colfax County, New Mexico and federal laws and regulations to provide a clear and safe passage within, through and across the right-of-way. Further, the location of any replacement pole, new pole, and/or antenna equipment must comply with applicable traffic requirements, not interfere with utility or safety fixtures (e.g., fire hydrants, traffic control devices), and not adversely affect public health, safety, or welfare.
3. Replacement poles shall be located as near as feasible to the existing pole. The abandoned pole must be removed within 90 days.
4. Any replacement pole shall substantially conform to the material and design of the existing pole or adjacent poles located within the contiguous right-of-way unless a different design is requested and approved pursuant to Section I.
5. No advertising, branding or other signage is allowed unless approved by the Colfax County Administrator as a concealment technique or as follows:
 - a. Safety signage as required by applicable laws, regulations, and standards; and,
 - b. Identifying information and 24-hour emergency telephone numbers (such as the telephone number for the carrier’s



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network operations center) on wireless equipment in an area that is visible.

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6. The total volume of multiple antennas on one structure shall not exceed fifteen (15) cubic feet, unless additional antenna volume is requested and approved pursuant to Section I.
7. Antennas and antenna equipment shall not be illuminated except as required by municipal, federal, or state authority, provided this shall not preclude deployment on a new or replacement streetlight.
8. Small wireless facilities may not displace any existing street tree or landscape features unless:
 - a. such displaced street tree or landscaping is replaced with native and/or drought-resistant trees, plants or other landscape features approved by the Jurisdiction, and
 - b. the applicant submits and adheres to a landscape maintenance plan or agrees to pay an appropriate in-lieu fee for the maintenance costs.

B. Small Wireless Facilities Attached to Wooden Poles and Non-Wooden Poles with Overhead Lines. Small wireless facilities located on wooden utility poles and non-wooden utility poles with overhead lines shall conform to the following design criteria unless a deviation is requested and approved pursuant to Section I:

1. Proposed antenna and related equipment shall meet:
 - a. The Jurisdiction’s design standards for small wireless facilities
 - b. The pole owner’s requirements; and
 - c. National Electric Safety Code (“NESC”) and National Electric Code (“NEC”) standards.
2. The pole at the proposed location may be replaced with a taller pole or extended for the purpose of accommodating a small wireless facility; provided that the replacement or extended pole, together with any small wireless facility, does not exceed 40 feet in height or 10 percent taller than the tallest pole in a 1000ft radius, whichever is shorter. The replacement or extended pole height may be increased if required by the pole owner, and such height increase is the minimum necessary to provide sufficient separation and/or clearance from electrical and wireline facilities.



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- Such replacement poles must either match the approximate color and materials of the replaced pole or shall be the standard new pole used by the pole owner in the Jurisdiction.
3. To the extent technically feasible, antennas, equipment enclosures, and all ancillary equipment, boxes, and conduit shall match the approximate material and design of the surface of the pole or existing equipment on which they are attached, or adjacent poles located within the contiguous right-of-way. Near matches may be permitted by the Jurisdiction when options are limited by technical feasibility considerations, such as when high-frequency antennas cannot be placed within an opaque shroud but could be wrapped with a tinted film.
 4. Antennas that are mounted on poles shall be mounted as close to the pole as technically feasible and allowed by the pole owner.
 5. No antenna shall extend horizontally more than 20 inches past the outermost mounting point (where the mounting hardware connects to the antenna), unless additional antenna space is requested and approved pursuant to Section I.
 6. Antenna equipment, including but not limited to radios, cables, associated shrouding, disconnect boxes, meters, microwaves, and conduit, which is mounted on poles shall be mounted as close to the pole as technically feasible and as permitted by the pole owner.
 7. Antenna equipment for small wireless facilities must be attached to the pole, unless otherwise required by the pole owner or permitted to be ground-mounted [pursuant to subsection (B)(1) above]. The equipment must be placed in an enclosure reasonably related in size to the intended purpose of the facility.
 8. All cables and wiring shall be covered by conduits and cabinets to the extent that it is technically feasible, if allowed by the pole owner. The number of conduits shall be minimized to the extent technically feasible.

C. Small Wireless Facilities Attached to Non-Wooden Light Poles and Non-Wooden Utility Poles without Overhead Utility Lines.
 Small wireless facilities attached to existing or replacement non-wooden light poles and non-wooden utility poles without overhead lines shall conform to the following design criteria unless a deviation is requested and approved pursuant to Section I:



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1. **External Equipment.** The antennas and associated equipment enclosures must be camouflaged to appear as an integral part of the pole or be mounted as close to the pole as feasible and must be reasonably related in size to the intended purpose of the facility and reasonable expansion for future frequencies and/or technologies, not to exceed the volumetric requirements described in Section A. If the equipment enclosure(s) is mounted on the exterior of the pole, the applicant is encouraged to place the equipment enclosure(s) behind any decorations, banners or signs that may be on the pole. Conduit and fiber must be fully concealed within the pole.
2. **Concealed Equipment.** All equipment (excluding disconnect switches), conduit and fiber must be fully concealed within the pole. The antennas must be camouflaged to appear as an integral part of the pole or be mounted as close to the pole as feasible.
3. Any replacement pole shall substantially conform to the material and design of the existing pole or adjacent poles located within the contiguous right-of-way unless a different design is requested and approved pursuant to Section I.
4. The height of any replacement pole may not extend more than 10 feet above the height of the existing pole unless such further height increase is required in writing by the pole owner.

D. New Poles. Small wireless facilities may be attached to new poles that are not replacement poles under sections C or D, installed by the wireless provider, subject to the following criteria:

1. Antennas, antenna equipment and associated equipment enclosures (excluding disconnect switches), conduit and fiber shall be fully concealed within the structure. If such concealment is not technically feasible or is incompatible with the pole design.
2. then the antennas and associated equipment enclosures must be camouflaged to appear as an integral part of the structure or mounted as close to the pole as feasible and must be reasonably related in size to the intended purpose of the facility, not to exceed the volumetric requirements in Section (A)(3).



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3. To the extent technically feasible, all new poles and pole-mounted antennas and equipment shall substantially conform to the material and design of adjacent poles located within the contiguous right-of-way unless a different design is requested and approved pursuant to Section I.
4. New poles shall be no more than forty (40) feet in height unless additional height is requested and approved pursuant to Section I.
5. The Jurisdiction prefers that wireless providers install small wireless facilities on existing or replacement poles instead of installing new poles, unless the wireless provider can document that installation on an existing or replacement pole is not technically feasible or otherwise not possible (due to a lack of owner authorization, safety considerations, or other reasons acceptable to the Colfax County Administrator).

E. Undergrounding Requirements.

This Section was intentionally left blank.

F. Historic District Requirements.

If applicable, small wireless facilities or poles to support collocation of small wireless facilities located in Historic Districts shall be designed to have a similar appearance, including material and design elements, if technically feasible, of other poles in the rights-of-way within 500 feet of the proposed installation. Any such design or concealment measures may not be considered part of the small wireless facility for purpose of the size restrictions in the definition of small wireless facility.

G. Strand Mounted Equipment. Strand mounted small wireless facilities are permitted, subject to the following criteria:

1. Each strand mounted antenna shall not exceed 3 cubic feet in volume, unless a deviation is requested and approved pursuant to Section I.
2. Only 2 strand mounted antennas are permitted between any two existing poles.



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3. Strand mounted devices shall be placed as close as possible to the nearest pole and in no event more than five feet from the pole unless a greater distance is required by the pole owner.
4. No strand mounted device will be located in or above the portion of the roadway open to vehicular traffic.
5. Strand mounted devices must be installed with the minimum excess exterior cabling or wires (other than original strand) to meet the technological needs of the facility.

H. Deviation from Design Standards.

1. An applicant may obtain a deviation from these design standards if compliance with the standard: (a) is not technically feasible; (b) impedes the effective operation of the small wireless facility; (c) impairs a desired network performance objective; (d) conflicts with pole owner requirements; or (e) otherwise materially inhibits or limits the provision of wireless service.
2. When requests for deviation are sought under subsections (I)(1)(a)-(e), the request must be narrowly tailored to minimize deviation from the requirements of these design standards, and the Colfax County Administrator must find the applicant's proposed design provides similar aesthetic value when compared to strict compliance with these standards.
3. The Colfax County Manager or his designee may also allow for a deviation from these standards when it finds the applicant's proposed design provides equivalent or superior aesthetic value when compared to strict compliance with these standards.
4. The small wireless facility design approved under this Section I must meet the conditions of 47 C.F.R. Sec. 1.6002(f).
5. The Colfax County Manager (or designee) will review and may approve a request for deviation to the minimum extent required to address the applicant's needs or facilitate a superior design.



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- I. An on-line application process enables applicants to submit up to twenty-five (25) small wireless facility locations, sites, or nodes in one (1) application if qualifying criterion is followed during the application process. The qualifying requirements for multiple sites (up to 25) is for all the locations, sites or nodes must have a common design, rights-of-way Agreements, pole attachments Agreements, or other agreements that authorize the carrier to use (rent, lease, or purchase) the rights to place their equipment/poles within/on specific lands or rights-of-way. The only variable allowed will be the specific locations for each of the sites or nodes. Each applicant is required at the outset to attest to the fact that the application will adhere to the specific requirements.

PASSED, ADOPTED AND APPROVED this 12th day of December 2023.

BOARD OF COMMISSIONERS COLFAX COUNTY, NEW MEXICO

Si Trujillo, Chairman

Mary Lou Kern, Vice Chairman

Bret Wier, Commissioner

Monte Gore, County Manager

ATTEST:

By: _____
Rayetta M. Trujillo, County 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 characterized predominantly by Industrial use.
- (5) On properties characterized predominantly by Commercial use.
- (6) On properties characterized predominantly by Agricultural use.

(7) On properties 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 colocation 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 New Mexico State licensure, and; Not sure Colfax has mechanism that issues or recognizes licensure of contractors
- (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/REVOCAATION/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



2024 COLFAX COUNTY HOLIDAY SCHEDULE

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>	
New Year's Day	January 1, 2024	Monday
Martin Luther King Day	January 15, 2024	Monday
President's Day	February 19, 2024	Monday
Memorial Day	May 27, 2024	Monday
Juneteenth	June 19, 2024	Wednesday
Independence Day	July 4, 2024	Thursday
Labor Day	September 2, 2024	Monday
Indigenous Peoples Day	October 14, 2024	Monday
Veteran's Day (Observed)	November 11, 2024	Monday
Thanksgiving Day	November 28, 2024	Thursday
Christmas Eve (1/2 day)	December 24, 2024	Tuesday
Christmas Day	December 25, 2024	Wednesday
New Years Eve (1/2 Day)	December 31, 2024	Tuesday

APPROVED IN OPEN MEETING THIS 12th DAY OF DECEMBER 2023

COLFAX COUNTY BOARD OF COMMISSIONERS

 Si Trujillo, CHAIRMAN

 Mary Lou Kern, VICE-CHAIRMAN

 Bret Wier, MEMBER

ATTEST:

 Rayetta M. Trujillo, CLERK OF THE BOARD



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Christmas Day	December 25, 2024	Wednesday
Juneteenth (June 19th)	December 26, 2024	Thursday
New Years Eve (1/2 Day)	December 31, 2024	Tuesday

APPROVED IN OPEN MEETING THIS 12th DAY OF DECEMBER 2023

COLFAX COUNTY BOARD OF COMMISSIONERS

 Si Trujillo, CHAIRMAN

 Mary Lou Kern, VICE-CHAIRMAN

 Bret Wier, MEMBER

ATTEST:

 Rayetta M. Trujillo, CLERK OF THE BOARD

**MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF COLFAX
AND
THE GREATER RATON ECONOMIC DEVELOPMENT
CORPORATION DOING BUSINESS AS GROWRATON**

I. Parties

This memorandum of agreement (hereinafter “MOA”) constitutes a mutual agreement between the County of Colfax, New Mexico (hereinafter “the County”) and the Greater Raton Economic Development Corporation (hereinafter “GrowRaton” or “Service provider”).

II. Purpose

A. Intent

It is the intent and purpose of this MOA to define and clarify the responsibilities of the Parties involved regarding economic development efforts as it relates to the County of Colfax. This MOA supersedes and revokes all previous agreements between the County and GrowRaton.

B. Term

The term of this MOA shall commence on July 1, 2023, and shall terminate on June 30, 2024.

III. Agreement of the Parties

A. The County hereby agrees to:

1. Recognize GrowRaton as an economic development organization working in collaboration with the County.
2. Collaborate with GrowRaton whenever possible in seeking out potential business opportunities for location in the County of Colfax.
3. Designate the County Manager (or his designee), in concert with the County Commission, as the sole contact within the County government to work with on all matters related to this MOA.
4. Upon submission of an invoice and with budgetary approval of the County of Colfax Commission, make payment of \$25,000 to GrowRaton to provide economic development services.

B. GrowRaton hereby agrees to:

1. Maintain and staff the GrowRaton office to execute the activities proposed by GrowRaton, seek additional funding opportunities as available and facilitate outreach activities.

2. Provide community services generally described as strategic and business planning, business technical assistance, education and training, and business forum and group discussions.
3. Participate in the North Central New Mexico Economic Development District, Inc dba NCNMEDD, the three-County Raton Basin economic development organizations for the Raton Basin and represent the County in other regional, state, and international economic development organizations.
4. Collaborate with the County Manger and all other interested parties, to respond to Potential Relocation Opportunities (PROs) from the NM Partnership which may be suitable for the County of Colfax.
5. Organize and conduct annual entrepreneur workshops generally consisting of six classes over a three-week period.
6. Host an annual business networking event commonly referred to as the After-Hours Business Owners Mixer, representing businesses and public agencies.
7. Maintain and update an available commercial and vacant real property inventory on the GrowRaton website.
8. Produce and distribute the GrowRaton newsletter to the business community and other interested parties.
9. Maintain and update the GrowRaton website, promoting economic development.
10. Conduct recruitment activities through participation at ED trade shows.
11. Continue deploying recruitment videos via multichannel marketing.
12. Maintain EDO certification through the State of New Mexico.
13. Maintain its 501(c)(3) status with the Internal Revenue Service.
14. Designate its President as the sole contact within GrowRaton to work on all matters related to this MOA except as staff personnel is authorized by the GrowRaton Board.
15. Expend all funds under this MOA in a manner directly enhancing and promoting economic development (ED) in the Colfax community. Funds may be applied to costs related to ED operations, including salaries and employment related expenses, business support, office expenses, travel expenses, equipment and required financial reporting expenses.
16. GrowRaton shall maintain complete and accurate financial records of each expenditure of all funds under this MOA, with supporting invoices. GrowRaton shall submit financial reports to the County on the fifteenth day after the close of each quarter beginning with the fourth quarter of GrowRaton's fiscal year. Financial report shall typically consist of a document of revenue and

expenses and general ledger detail of payments issued. GrowRaton agrees to maintain complete accurate financial records of each expenditure and, on request by the County, shall make records available for inspection.

Additionally, GrowRaton shall present an annual summary of activities to the COUNTY COMMISSION by the end of the County's fiscal year, or other times as requested. In addition, GrowRaton shall provide the detailed performance report as attached Exhibit 1 as quarterly basis. The quarterly performance report shall provide at least for fair market value of \$25,000 per year to avoid anti-donation issues. This performance report shall be subject to the approval from the County Manager and if the performance report does not meet the fair market value of money rendered by the County, this Agreement shall be terminated by the County.

17. GrowRaton further agrees to indemnify and hold County and its commissioners, other elected officials, County Manager, employees, agents, attorneys, successors and assigns harmless from any and all claims, suits, causes of action, damages, costs and expenses, including, but not by way of limitation, expenses of litigation, witness fees, court costs and attorney fees, incurred, arising, or in any way resulting from GrowRaton's activities or actions or with respect to his actions or omissions whether such activities, actions or omissions shall be within or outside of the scope of duties. This indemnity shall survive the termination of the contract for any reason.

IV. Relation of Parties

GrowRaton represents that it is skilled in the economic development matters addressed in this Agreement and is performing independent functions and responsibilities within its field of expertise. GrowRaton and its personnel are independent contractor (Service providers) and not employees of the County. GrowRaton and its personnel have no authority to bind the County or to control the County's employees and other contractors. None of the benefits provided by the County to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the County to the employees, agents, representatives, or sub-contractors of GrowRaton. GrowRaton will be solely and entirely responsible for its acts and for the acts of GrowRaton's agents, employees, representatives, and sub-consultants during the performance of this Agreement. The County may, during the term of this Agreement, engage other independent contractors to perform the same or similar work. As an independent contractor, GrowRaton is responsible for its own management. The County's administration and enforcement of this agreement shall not be deemed an exercise of managerial control over GrowRaton or its personnel. As an independent contractor, GrowRaton is responsible for payment of all applicable taxes and fees necessary to perform its obligations under this Agreement.

V. Limitations

It is mutually agreed and understood between the parties that:

A. Modifications.

Modifications to this agreement shall only be made with mutual consent of both parties, in writing, signed and dated prior to any changes becoming effective.

B. Terminations.

Subject to conditions as set forth hereinunder, this Agreement may be terminated by either party for convenience upon thirty (30) days written notice to the other party, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction within five (5) days of written notice and diligently completes the correction thereafter. Upon such termination, the County will be entitled to reports showing the status of all services GrowRaton is providing to the County as of the effective date of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the GrowRaton when it became unable to perform the services contracted for, as determined by Colfax County or if, during the term of this Agreement, GrowRaton or agents is indicted for fraud, embezzlement, or other crime due to misuse of public funds or due to the Appropriations paragraph herein.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY GrowRaton's DEFAULT/BREACH OF THIS AGREEMENT.

Immediately upon receipt by either Colfax County or GrowRaton of notice of termination of this Agreement, GrowRaton shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of Colfax County; 2) comply with all directives issued by Colfax County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as Colfax County shall direct for the protection, preservation, retention or transfer of all property titled to Colfax County and records generated under this Agreement.

C. Assignment.

This MOA shall not be assignable except at written consent of the parties hereto, and if so assigned, shall extend to and be binding upon the successors and assigns of the parties hereto.

D. Records and Financial Audit.

GrowRaton shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during GrowRaton's term and effect and retain them for a period of seven (7) years from the date of final payment under this MOA. The records shall be subject to inspection by Colfax County, the Department of Finance and Administration and the State Auditor.

E. Subcontracting.

The GrowRaton shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of Colfax County.

F. Conflict of Interest; Governmental Conduct Act.

The GrowRaton represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

The GrowRaton further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10.

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.

G. Equal Opportunity Compliance.

The GrowRaton agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the GrowRaton assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement.

H. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be in the state district court located within Colfax County. Prior to any action for recovery of any disputes and or termination of the Agreement, both Parties shall engage in a meeting to address the matters in good faith. However, if the parties cannot resolve issues in their meeting, any dispute arising out of these provisions of this Agreement shall be mediated between the parties within thirty (30) days of the giving of the notice of the dispute, in Colfax County, New Mexico with a mediator mutually agreeable to the parties, or, in the absence of such agreement, a mediator appointed by a judge of the District Court of Colfax County.

I. Insurance.

The GrowRaton shall obtain and maintain general liability insurance for itself and its employees in an amount no less than One Million Dollars (\$1,000,000) throughout the term of this Agreement. Such insurance shall provide that the County be named as additional insured and that the County be notified in writing no less than 45 days in advance in the event of cancellation. The County received the certificate of insurance from the GrowRaton which has been included in this Agreement as Exhibit 2. The County requires a copy of a certificate of insurance or other evidence, satisfactory to the County, of the GrowRaton's obtaining and maintaining such insurance as is required hereunder as a condition prior to performing the tasks under this Agreement. Without affecting any other rights or remedies, GrowRaton hereby release and relieve the County, and waive their entire right to recover damages against the County, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The GrowRaton agrees to have their insurance carriers waive any right to subrogation that such companies may have against the County, as the case may be, so long as the insurance is not invalidated thereby.

If applicable, the GrowRaton shall secure, maintain and provide verification of all necessary Worker's Compensation insurance as may be required by law to provide coverage for the GrowRaton's employees hereunder, and the parties acknowledge that the Worker's compensation states do not create a right of subrogation and GrowRaton expressly waives such subrogation right against the County subject to the New Mexico laws including Seaboard Fire & Marine Ins. Co. v. Kurth, 1980-NMCA-112, 96 N.M. 631.

J. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

K. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

L. 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:

Monte K. Gore, Colfax County Manager
FBI NA 246
230 North Third Street
Raton, NM 87740
Ph 575-445-9661 Office
Ph 575-643-8000 Cell
mgore@co.colfax.nm.us

Brandy C. Dietz, President
Greater Raton economic Development Corporation
PO Box 1753, Raton, NM 87740
president@growraton.org

M. Effective date.

The parties hereby stipulate the effective day shall be July 1, 2023, because this is a pure procedural and remedial measure. See Winfree v. Northern Pacific Railway Co., 227 U.S. 296, 33 S.Ct. 273, 57 L.Ed. 518; Strategic Demolition Torpedo Co. v. United States, 110 F. Supp. 264, 266 (Ct. Cl. 1953)).

VI. Approvals by Parties

- a. During its meeting on _____, 2023 the Board of Directors of the Greater Raton Economic Development Corporation approved this agreement.
- b. During its meeting on _____, 2023 the County of Colfax Commission approved this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement.

For the County of Colfax

Signature: _____ Date: _____
Si Trujillo
Chairman - Colfax County Commission

For the Greater Raton Economic Development Corporation

Signature: _____ Date: _____
Brandy C. Dietz, President
Greater Raton economic Development Corporation

Exhibit 1

The GrowRaton's Quarterly Performance Report to the County subject to amendment

A. Time spent for required scope of work stated in Paragraph III of this MOA.

1. Maintain and staff the GrowRaton office to execute the activities proposed by GrowRaton, seek additional funding opportunities as available and facilitate outreach activities.
2. Provide community services generally described as strategic and business planning, business technical assistance, education and training, and business forum and group discussions.
3. Participate in the North Central New Mexico Economic Development District, Inc dba NCNMEDD, the three-County Raton Basin economic development organizations for the Raton Basin and represent the County in other regional, state, and international economic development organizations.
4. Collaborate with the County Manger and all other interested parties, to respond to Potential Relocation Opportunities (PROs) from the NM Partnership which may be suitable for the County of Colfax.
5. Organize and conduct annual entrepreneur workshops generally consisting of six classes over a three-week period.
6. Host an annual business networking event commonly referred to as the After-Hours Business Owners Mixer, representing businesses and public agencies.
7. Maintain and update an available commercial and vacant real property inventory on the GrowRaton website.
8. Produce and distribute the GrowRaton newsletter to the business community and other interested parties.
9. Maintain and update the GrowRaton website, promoting economic development.
10. Conduct recruitment activities through participation at ED trade shows.
11. Continue deploying recruitment videos via multichannel marketing.
12. Maintain EDO certification through the State of New Mexico.
13. Maintain its 501(c)(3) status with the Internal Revenue Service

___ Persons multiplied by ___ Hours (minimum wage, **\$12 per hour**, or prevailing wage)
equals _____ \$

In Kind Services

Please also describe specific public benefits conferred by the above scope of the work such as how many citizens were participated in or will be benefitted.

B. Costs to obtain insurance or any out-of-pocket expenses to cover for the works described in this Agreement.

\$ _____ (Proof of insurance and receipts shall be provided to the County)
\$ _____ (itemized receipts corresponding to the scope of the work described in the MOA)

C. Any additional time spent to comply with the Agreement.

___ Persons multiplied by ___ Hours (minimum wage, \$12 per hour, or prevailing wage)
equals _____ \$ _____

\$ _____ Itemized expenses and receipts related to the scope of the work described in the MOA

D. In Kind Services

Please also describe specific public benefits conferred by the above scope of the work such as how many citizens were participated in or will be benefitted.

GrowRaton shall provide the receipts or confirmation to comply with its detailed in-kind services to the County.

Exhibit 2

INSURANCE:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Park Avenue Insurance P.O. Box 459	CONTACT NAME: Mark P. Morris PHONE (A/C No. Ext): (575) 445-2705 FAX (A/C No.): (575) 445-3571 E-MAIL: parkavumark@pacvalley.com ADDRESS:
Rate: NM 87740	INSURER(S) AFFORDING COVERAGE
INSURED Grow Ranch PO Box 1753	INSURER A: Liberty Mutual - American Fire and Casualty
Rate: NM 87740	INSURER B: NM Mutual/Southwest Casualty
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2311800324 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NEW LTR	TYPE OF INSURANCE	ADDITIONAL NUMBER	POLICY NUMBER	INSURER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> IND. OBJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		BZA66841063		12/08/2023	12/08/2024	EACH OCCURRENCE \$ 1,000,000 SOLELY FOR AGENTS' FEES/COMMISSIONS \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS (OWNED) <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORS/RTNEM/EXCLUSIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) (Yes, Select by using DESCRIPTION OF OPERATIONS ONLY)	Y/N	N/A	9107695101	02/06/2023	02/06/2024	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISABLE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Colfax County PO Box 9 Raton NM 87740	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mark P. Morris</i>
---	--

Date: 11/30/23 9:29:28 (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 1,457,039.30 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 **		1,457,039.30	.00
**TOTAL	GENERAL	822,573.00	.00
**DEPT	GENERAL	682,386.48	.00
101-0000-01-100-10104	GENERAL GOVERNMENT	682,386.48	.00
**DEPT	COUNTY COMMISSION GASB	31,935.52	.00
101-0101-01-450-45020	GENERAL GOVERNMENT	20,729.19	.00
101-0101-01-450-45050	GENERAL GOVERNMENT	825.00	.00
101-0101-01-450-45060	GENERAL GOVERNMENT	8,992.56	.00
101-0101-01-460-46001	GENERAL GOVERNMENT	38.77	.00
101-0101-01-470-47004	GENERAL GOVERNMENT	250.00	.00
101-0101-01-470-47040	GENERAL GOVERNMENT	1,100.00	.00
**DEPT	MANAGER'S OFFICE GASB	14,454.14	.00
101-0102-01-430-43040	GENERAL GOVERNMENT	182.01	.00
101-0102-01-440-44045	GENERAL GOVERNMENT	103.55	.00
101-0102-01-450-45030	GENERAL GOVERNMENT	215.60	.00
101-0102-01-450-45060	GENERAL GOVERNMENT	4,217.14	.00
101-0102-01-460-46001	GENERAL GOVERNMENT	600.37	.00
101-0102-01-470-47080	GENERAL GOVERNMENT	2,238.73	.00
101-0102-01-470-47125	GENERAL GOVERNMENT	268.94	.00
101-0102-01-470-47150	GENERAL GOVERNMENT	6,627.80	.00
**DEPT	MAINTENANCE GASB	24,582.58	.00
101-0103-01-430-43040	GENERAL GOVERNMENT	406.62	.00
101-0103-01-440-44010	GENERAL GOVERNMENT	770.81	.00
101-0103-01-440-44050	GENERAL GOVERNMENT	36.19	.00
101-0103-01-450-45030	GENERAL GOVERNMENT	3,152.37	.00
101-0103-01-460-46005	GENERAL GOVERNMENT	2,858.68	.00
101-0103-01-470-47160	GENERAL GOVERNMENT	17,357.91	.00
**DEPT	CLERK-RECORDING & FILING GASB	956.37	.00
101-0104-01-460-46002	GENERAL GOVERNMENT	203.27	.00
101-0104-01-470-47040	GENERAL GOVERNMENT	550.00	.00
101-0104-01-470-47125	GENERAL GOVERNMENT	203.10	.00
**DEPT	CLERK-BUREAU OF ELECTIONS GASB	1,927.33	.00
101-0105-01-430-43010	GENERAL GOVERNMENT	495.04	.00
101-0105-01-460-46001	GENERAL GOVERNMENT	383.39	.00
101-0105-01-470-47040	GENERAL GOVERNMENT	117.14	.00
101-0105-01-470-47080	GENERAL GOVERNMENT	931.76	.00
**DEPT	ASSESSOR'S OFFICE GASB	2,261.13	.00
101-0106-01-440-44045	GENERAL GOVERNMENT	99.34	.00
101-0106-01-460-46001	GENERAL GOVERNMENT	185.00	.00
101-0106-01-470-47040	GENERAL GOVERNMENT	275.00	.00
101-0106-01-470-47070	GENERAL GOVERNMENT	182.58	.00
101-0106-01-470-47080	GENERAL GOVERNMENT	425.00	.00
101-0106-01-470-47125	GENERAL GOVERNMENT	1,094.21	.00
**DEPT	TREASURER'S OFFICE GASB	7,810.45	.00
101-0107-01-460-46001	GENERAL GOVERNMENT	173.40	.00
101-0107-01-470-47070	GENERAL GOVERNMENT	911.46	.00
101-0107-01-470-47080	GENERAL GOVERNMENT	6,452.75	.00
101-0107-01-470-47125	GENERAL GOVERNMENT	272.84	.00
**DEPT	SHERIFF'S OFFICE GASB	25,649.33	.00
101-0108-02-430-43020	PUBLIC SAFETY	1,944.94	.00
101-0108-02-430-43040	PUBLIC SAFETY	10,044.68	.00
101-0108-02-440-44045	PUBLIC SAFETY	1,577.90	.00
101-0108-02-450-45005	PUBLIC SAFETY	4,687.53	.00
101-0108-02-450-45030	PUBLIC SAFETY	3,046.76	.00
101-0108-02-460-46001	PUBLIC SAFETY	1,253.15	.00
101-0108-02-470-47125	PUBLIC SAFETY	500.30	.00
101-0108-02-470-47140	PUBLIC SAFETY	130.00	.00
101-0108-02-470-47150	PUBLIC SAFETY	2,428.20	.00
101-0108-02-470-47162	PUBLIC SAFETY	35.87	.00
**DEPT	VIGIL MALDONADO DETENTION CENTER	5,626.20	.00
101-0109-02-430-43040	PUBLIC SAFETY	74.00	.00
101-0109-02-450-45030	PUBLIC SAFETY	106.68	.00
101-0109-02-460-46001	PUBLIC SAFETY	1,734.78	.00
101-0109-02-470-47040	PUBLIC SAFETY	235.00	.00
101-0109-02-470-47080	PUBLIC SAFETY	1,853.00	.00
101-0109-02-470-47125	PUBLIC SAFETY	1,056.59	.00
101-0109-02-470-47150	PUBLIC SAFETY	566.15	.00

**DEPT	MISCELLANEOUS APPROPRIATIONS	3,333.33	.00
101-0110-01-470-47539	GENERAL GOVERNMENT	3,333.33	.00
**DEPT	SENIOR CITIZENS GASB	11,250.00	.00
101-0111-01-470-47541	GENERAL GOVERNMENT	11,250.00	.00
**DEPT	COUNTY INSURANCE GASB	196.54	.00
101-0114-01-470-47064	GENERAL GOVERNMENT	196.54	.00
**DEPT	VECTOR CONTROL	6,388.14	.00
101-0117-01-460-46001	GENERAL GOVERNMENT	3,425.80	.00
101-0117-01-462-46020	GENERAL GOVERNMENT	2,962.34	.00
**DEPT	EMERGENCY MANAGEMENT	3,815.46	.00
101-0118-01-430-43020	GENERAL GOVERNMENT	1,710.85	.00
101-0118-01-430-43040	GENERAL GOVERNMENT	860.10	.00
101-0118-01-460-46001	GENERAL GOVERNMENT	1,244.51	.00
**TOTAL	CORRECTION	90,278.90	.00
**DEPT	CORRECTIONS-VMDC	90,278.90	.00
201-0411-02-450-45030	PUBLIC SAFETY	16,415.00	.00
201-0411-02-460-46005	PUBLIC SAFETY	2,810.78	.00
201-0411-02-470-47020	PUBLIC SAFETY	170.54	.00
201-0411-02-470-47022	PUBLIC SAFETY	14,789.06	.00
201-0411-02-470-47023	PUBLIC SAFETY	2,306.15	.00
201-0411-02-470-47024	PUBLIC SAFETY	24,542.19	.00
201-0411-02-470-47025	PUBLIC SAFETY	6,611.18	.00
201-0411-02-470-47026	PUBLIC SAFETY	22,634.00	.00
**TOTAL	COUNTY PROPERTY VALUATION	36.00	.00
**DEPT	PROPERTY VALUATION FUND	36.00	.00
203-0485-01-430-43040	GENERAL GOVERNMENT	36.00	.00
**TOTAL	COUNTY ROAD DEPARTMENT	42,675.93	.00
**DEPT	ROAD FUND	42,675.93	.00
204-0402-04-430-43040	PUBLIC WORKS	10,188.71	.00
204-0402-04-440-44050	PUBLIC WORKS	2,633.39	.00
204-0402-04-460-46001	PUBLIC WORKS	507.70	.00
204-0402-04-470-47125	PUBLIC WORKS	29,346.13	.00
**TOTAL	FIRE PROTECTION	40,299.70	.00
**DEPT	FRENCH TRACT FIRE FUND	2,520.69	.00
209-0405-02-430-43040	PUBLIC SAFETY	140.01	.00
209-0405-02-440-44045	PUBLIC SAFETY	1,233.87	.00
209-0405-02-440-44050	PUBLIC SAFETY	120.00	.00
209-0405-02-450-45005	PUBLIC SAFETY	223.21	.00
209-0405-02-460-46001	PUBLIC SAFETY	91.38	.00
209-0405-02-470-47150	PUBLIC SAFETY	180.85	.00
209-0405-02-470-47160	PUBLIC SAFETY	531.37	.00
**DEPT	MIAMI FIRE FUND	631.09	.00
209-0406-02-430-43040	PUBLIC SAFETY	54.36	.00
209-0406-02-450-45005	PUBLIC SAFETY	223.21	.00
209-0406-02-470-47150	PUBLIC SAFETY	191.62	.00
209-0406-02-470-47160	PUBLIC SAFETY	161.90	.00
**DEPT	FARLEY FIRE FUND	17,209.46	.00
209-0407-02-450-45005	PUBLIC SAFETY	223.21	.00
209-0407-02-460-46001	PUBLIC SAFETY	9,875.00	.00
209-0407-02-470-47150	PUBLIC SAFETY	151.02	.00
209-0407-02-470-47160	PUBLIC SAFETY	706.90	.00
209-0407-02-480-48020	PUBLIC SAFETY	6,253.33	.00
**DEPT	UTE PARK FIRE FUND	747.46	.00
209-0408-02-450-45005	PUBLIC SAFETY	223.21	.00
209-0408-02-470-47150	PUBLIC SAFETY	174.83	.00
209-0408-02-470-47160	PUBLIC SAFETY	349.42	.00
**DEPT	PHILMONT FIRE FUND	908.64	.00
209-0409-02-450-45005	PUBLIC SAFETY	223.21	.00
209-0409-02-460-46001	PUBLIC SAFETY	685.43	.00
**DEPT	MORENO VALLEY FIRE FUND	13,893.49	.00
209-0410-02-430-43040	PUBLIC SAFETY	574.54	.00

Date: 11/30/23 9:29:29 D I S T R I B U T I O N CHECK LISTING PRINTED ON 11/30/2023		DEBITS	CREDITS
209-0410-02-440-44010	PUBLIC SAFETY	800.00	.00
209-0410-02-450-45060	PUBLIC SAFETY	9,026.37	.00
209-0410-02-460-46001	PUBLIC SAFETY	723.40	.00
209-0410-02-470-47150	PUBLIC SAFETY	568.85	.00
209-0410-02-470-47160	PUBLIC SAFETY	2,200.33	.00
=====			
**DEPT	COUNTY FIRE MARSHAL FIRE FUND	3,551.68	.00
209-0418-02-440-44045	PUBLIC SAFETY	3,270.78	.00
209-0418-02-470-47080	PUBLIC SAFETY	108.26	.00
209-0418-02-470-47150	PUBLIC SAFETY	172.64	.00
=====			
**DEPT	RAPID RESPONSE FIRE FUND	613.98	.00
209-0419-02-430-43040	PUBLIC SAFETY	139.74	.00
209-0419-02-450-45005	PUBLIC SAFETY	223.21	.00
209-0419-02-470-47160	PUBLIC SAFETY	251.03	.00
=====			
**DEPT	VERMEJO PARK FIRE FUND	223.21	.00
209-0424-02-450-45005	PUBLIC SAFETY	223.21	.00
=====			
**TOTAL	LAW ENFORCEMENT PROTECTION	24,227.80	.00
=====			
**DEPT	LAW ENFORCEMENT PROTECTION FUND	24,227.80	.00
211-0414-02-462-46020	PUBLIC SAFETY	23,988.80	.00
211-0414-02-470-47040	PUBLIC SAFETY	239.00	.00
=====			
**TOTAL	LAW ENFORCEMENT RECRUITMENT	266.80	.00
=====			
**DEPT	LAW ENFORCEMENT RECRUITMENT	266.80	.00
212-0212-02-470-47080	PUBLIC SAFETY	266.80	.00
=====			
**TOTAL	LODGERS TAX	1,732.71	.00
=====			
**DEPT	LODGERS TAX	1,732.71	.00
214-0396-01-470-47080	GENERAL GOVERNMENT	1,732.71	.00
=====			
**TOTAL	INTERGOVERNMENTAL GRANTS	90,812.16	.00
=====			
**DEPT	YES PROGRAM	5,334.97	.00
218-0412-02-430-43010	PUBLIC SAFETY	530.03	.00
218-0412-02-450-45030	PUBLIC SAFETY	2,000.00	.00
218-0412-02-460-46001	PUBLIC SAFETY	2,346.21	.00
218-0412-02-470-47130	PUBLIC SAFETY	75.00	.00
218-0412-02-470-47150	PUBLIC SAFETY	383.73	.00
=====			
**DEPT	YES BHSO PREVENTION	2,232.00	.00
218-0413-02-460-46001	PUBLIC SAFETY	292.33	.00
218-0413-02-470-47040	PUBLIC SAFETY	1,197.00	.00
218-0413-02-470-47130	PUBLIC SAFETY	545.00	.00
218-0413-02-470-47150	PUBLIC SAFETY	197.67	.00
=====			
**DEPT	NM TRANSPORTATION GRANT	83,245.19	.00
218-0428-04-480-48083	PUBLIC WORKS	83,245.19	.00
=====			
**TOTAL	INDIGENT	10,290.00	.00
=====			
**DEPT	INDIGENT CARE GROSS RECEIPTS	10,290.00	.00
220-0550-01-470-47202	GENERAL GOVERNMENT	10,290.00	.00
=====			
**TOTAL	COUNTY FIRE PROTECTION-FET	3,401.89	.00
=====			
**DEPT	FIRE EXCISE TAX FUND	3,401.89	.00
222-0415-02-450-45006	PUBLIC SAFETY	420.00	.00
222-0415-02-460-46503	PUBLIC SAFETY	2,981.89	.00
=====			
**TOTAL	DWI PROGRAM	2,175.42	.00
=====			
**DEPT	DWI DISTRIBUTION	375.42	.00
223-0625-02-430-43010	PUBLIC SAFETY	43.68	.00
223-0625-02-460-46001	PUBLIC SAFETY	240.00	.00
223-0625-02-470-47150	PUBLIC SAFETY	91.74	.00
=====			
**DEPT	LDWI GRANT FUND	1,800.00	.00
223-0626-02-450-45030	PUBLIC SAFETY	1,800.00	.00
=====			
**TOTAL	AMERICAN RESCUE PLAN ACT	10,576.89	.00
=====			
**DEPT	AMERICAN RESCUE PLAN ACT	10,576.89	.00
260-0618-01-480-48087	GENERAL GOVERNMENT	10,576.89	.00
=====			
**TOTAL	CAPITAL PROJECT FUNDS	275,950.96	.00

**DEPT	CAPITAL IMPROVEMENT FUND	275,950.96	.00
301-0551-09-480-48010	CAPITAL OUTLAY	275,950.96	.00
**TOTAL	ENTERPRISE FUNDS-SOLID WASTE	34,964.90	.00
**DEPT	SOLID WASTE FEES	34,964.90	.00
501-0602-04-430-43040	PUBLIC WORKS	609.27	.00
501-0602-04-440-44045	PUBLIC WORKS	36.45	.00
501-0602-04-450-45040	PUBLIC WORKS	33,042.91	.00
501-0602-04-460-46001	PUBLIC WORKS	260.70	.00
501-0602-04-470-47080	PUBLIC WORKS	347.78	.00
501-0602-04-470-47410	PUBLIC WORKS	667.79	.00
**TOTAL	ENTERPRISE-AF AIRPORT BANK 04	6,776.24	.00
**DEPT	COLFAX COUNTY AIRPORT OPERATIONS	6,776.24	.00
502-0605-04-430-43040	PUBLIC WORKS	226.22	.00
502-0605-04-450-45035	PUBLIC WORKS	1,172.01	.00
502-0605-04-460-46001	PUBLIC WORKS	56.24	.00
502-0605-04-470-47080	PUBLIC WORKS	350.20	.00
502-0605-04-470-47140	PUBLIC WORKS	126.00	.00
502-0605-04-470-47150	PUBLIC WORKS	432.68	.00
502-0605-04-470-47160	PUBLIC WORKS	3,534.01	.00
502-0605-04-470-47410	PUBLIC WORKS	878.88	.00
BANK01	INBANK	1,434,320.25	.00
BANK04	INTERNATIONAL BANK	12,142.16	.00
BANK08	INBANK	10,576.89	.00
** BANK TOTALS **		1,457,039.30	.00

Date: 11/30/23 9:18:39 (CHEC60)

CHECK LISTING

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	11/02/2023	TITLE SERVICES, INC.	PURCHASE 333 SAVAGE AVE BUILDING	301-0551-09-480-48010	11/02/2023	11/02/2023	62145	275950.96
	11/02/2023		PURCHASE 333 SAVAGE AVE BUILDING		11/02/2023	11/02/2023		275950.96
CAPITAL IMPROVEMENT FU275950.96								
01 R	11/08/2023	COACHING SYSTEMS LLC	DRIVER TRAIN KIT RESPONSE BOOK	209-0410-02-460-46001	77200	08/30/2023	61869	723.40
			DRIVER TRAIN KIT RESPONSE BOOK		77200	08/30/2023		723.40
MORENO VALLEY FIRE FUN 723.40								
01 R	11/07/2023	ABRAHAM BALSAMO & CO	PSYCH SERVICES OCTOBER 2023	201-0411-02-470-47024	11/07/2023	11/07/2023		321.00
			MEDICAL SERVICE OCT 2023	201-0411-02-470-47024				20108.67
			MAT SERVICES OCT 2023	201-0411-02-470-47024	11/07/2023	11/07/2023		1292.92
			MAT SERVICES OCT 2023					1292.92
CORRECTIONS-VMDC 21722.59								
01 R	11/07/2023	AMADEO SOTO	OCTOBER IT SERVICE	101-0101-01-450-45060	1162023	11/07/2023		5715.00
			OCTOBER IT SERVICE		1162023	11/07/2023		5715.00
COUNTY COMMISSION GASB 5715.00								
01 R	11/07/2023	AMAZON.COM	VMDC OFFICE SUPPLIES	101-0109-02-460-46001	1FDHJMWL73VR	11/07/2023	62029	402.78
			VMDC OTC MEDS	201-0411-02-470-47024	1N9K1JLR3TFM	11/07/2023	62045	459.60
			BATTERY & HEADPHONES	101-0118-01-460-46001	13DT6GJX3NWN	11/07/2023	62020	157.81
			SOLID WASTE MIS SUPPLEIS	501-0602-04-460-46001	17HXCV4F44DH	11/07/2023	62030	260.70
			NURSING SUPPLIES & STROLLER	218-0413-02-460-46001	16NK3KCL7M6D	11/07/2023	62109	292.33
			GRANTWRITER OFFICE SUPPLIES	101-0101-01-460-46001	1WTRCP1P6KGH	11/07/2023	62055	38.77
			GRANTWRITER OFFICE SUPPLIES		1WTRCP1P6KGH	11/07/2023		38.77
VIGIL MALDONADO DETENT	402.78	CORRECTIONS-VMDC	459.60	EMERGENCY MANAGEMENT	157.81			
SOLID WASTE FEES	260.70	YES BHSD PREVENTION	292.33	COUNTY COMMISSION GASB	38.77			
01 R	11/07/2023	ARTESIA FIRE EQUIPMENT, INC.	REFERENCE PO # 61325	209-0407-02-460-46001	30094	11/07/2023	62111	9875.00
			REFERENCE PO # 61325		30094	11/07/2023		9875.00
FARLEY FIRE FUND 9875.00								
01 R	11/07/2023	ARTHUR REGIONAL LANDFILL, INC	OCTOBER 2023 DISPOSAL	501-0602-04-450-45040	11/07/2023	11/07/2023		5459.40
			OCTOBER 2023 DISPOSAL		11/07/2023	11/07/2023		5459.40
SOLID WASTE FEES 5459.40								
01 R	11/07/2023	AT&T MOBILITY	SHERIFF	101-0108-02-470-47150	10262023	11/07/2023		1813.78
			MORENO VALLEY	209-0410-02-470-47150				131.01
			2/3 YES	218-0412-02-470-47150				275.81
			1/3 YES	218-0413-02-470-47150				142.08
			FIRE MARSHAL	209-0418-02-470-47150				81.92
			DWI	223-0625-02-470-47150				91.74
			FRENCH TRACT	209-0405-02-470-47150				45.87
			FARLEY	209-0407-02-470-47150				50.93
			ALL OTHER COUNTY PHONES	101-0102-01-470-47150				1138.39
			ALL OTHER COUNTY PHONES		10262023	11/07/2023		1138.39
SHERIFF'S OFFICE GASB	1813.78	MORENO VALLEY FIRE FUN	131.01	YES PROGRAM	275.81			
YES BHSD PREVENTION	142.08	COUNTY FIRE MARSHAL FI	81.92	DWI DISTRIBUTION	91.74			
FRENCH TRACT FIRE FUND	45.87	FARLEY FIRE FUND	50.93	MANAGER'S OFFICE GASB	1138.39			
01 R	11/07/2023	AUTOMATED ELECTIONS SERVICES	PRINTING OF 2023 TAX BILLS	101-0107-01-470-47080	59525	11/07/2023	61876	6452.75
			PRINTING OF 2023 TAX BILLS	101-0107-01-470-47070			61876	98.96
			PRINTING OF 2023 TAX BILLS		59525	11/07/2023		98.96
TREASURER'S OFFICE GAS 6551.71								
01 R	11/07/2023	A & M REPAIR	UNIT 220	101-0108-02-440-44045	45480	11/07/2023	62002	83.92
			TAX AND LABOR	101-0108-02-440-44045				28.57
			UNIT 013	101-0108-02-440-44045	45475	11/07/2023	62002	117.91
			TAX AND LABOR	101-0108-02-440-44045				28.57
			UNIT 202	101-0108-02-440-44045	45526	11/07/2023	62002	83.92
			TAX AND LABOR	101-0108-02-440-44045				28.56
			TAX AND LABOR	101-0108-02-440-44045	45526	11/07/2023		28.56
SHERIFF'S OFFICE GASB 371.45								
01 R	11/07/2023	BIMBO BAKERIES USA, INC	FOOD/KITCHEN OCTOBER 2023	201-0411-02-470-47022	853116904036	11/07/2023	62039	127.70
			FOOD/KITCHEN OCTOBER 2023	201-0411-02-470-47022	853116904314	11/07/2023	62039	11.34
			FOOD/KITCHEN OCTOBER 2023	201-0411-02-470-47022	853116904309	11/07/2023	62039	179.95

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount	
		CORRECTIONS-VMDC	296.31						
		FOOD/KITCHEN OCTOBER 2023			853116904309	11/07/2023		179.95	
01 R	11/08/2023	CARQUEST RATON	PARTS FOR NOVEMBER 2023	204-0402-04-440-44050	5728-425726	11/07/2023	62124	1148.06	
			BELT AIRFILTER AIRCAP AIR	209-0409-02-460-46001	5728-425263	11/07/2023	62080	424.44	
			BELT AIRFILTER AIRCAP AIR		5728-425263	11/07/2023		424.44	
		ROAD FUND	1148.06	PHILMONT FIRE FUND 424.44					
01 R	11/08/2023	CENTURY LINK	COLFAX COUNTY 5754459816 293B	101-0102-01-470-47150		11/07/2023		227.83	
			UNIT CELL SITE 5754833984 953B	101-0108-02-470-47150				98.98	
			FRENCH TRACT 5754830214 569B	209-0405-02-470-47150				134.98	
			MIAMI FIRE 5754832801 669B	209-0406-02-470-47150				83.63	
			BLACK LAKE FIRE 5753772700 703B	209-0410-02-470-47150				92.55	
			VAL VERDE FIRE 5753773001 035B	209-0410-02-470-47150				161.35	
			MV TAOS PINES 5753776435 653B	209-0410-02-470-47150				92.71	
			MV TAOS PINES 5753776435 653B			11/07/2023	11/07/2023	92.71	
		MANAGER'S OFFICE GASB	227.83	SHERIFF'S OFFICE GASB 98.98 FRENCH TRACT FIRE FUND 134.98					
		MIAMI FIRE FUND	83.63	MORENO VALLEY FIRE FUN 346.61					
01 R	11/08/2023	CITY OF RATON	SHERIFF	101-0108-02-450-45005		11/07/2023	11/07/2023	4687.53	
			FRENCH TRACT	209-0405-02-450-45005				223.21	
			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		11/07/2023	11/07/2023	223.21	
			VERMEJO					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					
01 R	11/08/2023	CONNECTWISE LLC	SERVICE 11/01-11/30 2023	101-0101-01-450-45060	INV00990417	11/07/2023		377.00	
			SERVICE 11/01-11/30 2023		INV00990417	11/07/2023		377.00	
		COUNTY COMMISSION GASB	377.00						
01 R	11/08/2023	COLFAX COUNTY SENIOR CENTER, INC	OCTOBER 2023	101-0111-01-470-47541		11/7/2023	11/07/2023	11250.00	
			OCTOBER 2023			11/7/2023	11/07/2023	11250.00	
		SENIOR CITIZENS GASB	11250.00						
01 R	11/08/2023	COLFAX COUNTY SENIOR COMPANION	TRANSPORTATION OCT 2023	101-0110-01-470-47539		10-2077	11/07/2023	3333.33	
			TRANSPORTATION OCT 2023			10-2077	11/07/2023	3333.33	
		MISCELLANEOUS APPROPRI	3333.33						
01 R	11/08/2023	CONSTELLATION CONSULTING, LLC	3 STAFF HEAD TO TOE CONFERENCE	218-0413-02-470-47040		11/07/2023	11/07/2023	1197.00	
			3 STAFF HEAD TO TOE CONFERENCE			11/07/2023	11/07/2023	1197.00	
		YES BHS D PREVENTION	1197.00						
01 R	11/08/2023	FLEET FUELING	EMERGENCY MANAGER	101-0118-01-430-43040	92969329	11/07/2023		860.10	
			ASSESSOR	203-0485-01-430-43040				36.00	
			MIAMI FIRE	209-0406-02-430-43040				54.36	
			FRENCH TRACT	209-0405-02-430-43040				140.01	
			MORENO VALLEY	209-0410-02-430-43040				574.54	
			RAPID RESPONSE	209-0419-02-430-43040				139.74	
			MAINTENANCE	101-0103-01-430-43040				406.62	
			SHERIFF	101-0108-02-430-43040				10044.68	
			SOLIS WASTE	501-0602-04-430-43040				609.27	
			VMDC	101-0109-02-430-43040				74.00	
			VCTOR CONTROL	101-0102-01-430-43040				117.00	
			IT	101-0102-01-430-43040				65.01	
			ROAD DEPT	204-0402-04-430-43040				10188.71	
			ROAD DEPT			92969329	11/07/2023	10188.71	
		EMERGENCY MANAGEMENT	860.10	PROPERTY VALUATION FUN 36.00 MIAMI FIRE FUND 54.36					
		FRENCH TRACT FIRE FUND	140.01	MORENO VALLEY FIRE FUN 574.54 RAPID RESPONSE FIRE FU 139.74					
		MAINTENANCE GASB	406.62	SHERIFF'S OFFICE GASB 10044.68 SOLID WASTE FEES 609.27					
		VIGIL MALDONADO DETENT	74.00	MANAGER'S OFFICE GASB 182.01 ROAD FUND 10188.71					
01 R	11/08/2023	FOOT AND ANKLE INSTITUTE OF COLORADO	VMDC INDIGENT #102281Z52159	220-0550-01-470-47202		11/07/2023	11/07/2023	351.00	
			VMDC INDIGENT #102281Z52159			11/07/2023	11/07/2023	351.00	

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
11/08/2023								
INDIGENT CARE GROSS RE 351.00								
01 R	113387	FULL CIRCLE TRAINING SOLUTIONS	NIBERS ONLINE VIA ZOOM	211-0414-02-470-47040	230361	11/07/2023	61886	239.00
			NIBERS ONLINE VIA ZOOM		230361	11/07/2023		239.00
11/08/2023								
LAW ENFORCEMENT PROTEC 239.00								
01 R	113388	F & C SAWAYA WHOLESALE CO	COMMISSARY OCTOBER 2023	201-0411-02-470-47023	102440	11/07/2023	62041	1436.40
			COMMISSARY OCTOBER 2023	201-0411-02-470-47023	102218	11/07/2023	62041	869.75
			COMMISSARY OCTOBER 2023		102218	11/07/2023		869.75
11/08/2023								
CORRECTIONS-VMDC 2306.15								
01 R	113389	HUERFANO WORLD JOURNAL	2023-2024 ADVERTISEMENTS	101-0102-01-470-47080		11/07/2023-1	11/07/2023	61642
			SHERIFF 23-24 ADVERTISEMENTS	212-0212-02-470-47080		11/07/2023-2	11/07/2023	61818
			LEGALS RLE	101-0105-01-470-47080		11/07/2023-2	11/07/2023	61818
			LEGALS RLE			11/07/2023-2	11/07/2023	61818
11/08/2023								
MANAGER'S OFFICE GASB 2184.60 LAW ENFORCEMENT RECRUI 266.80 CLERK-BUREAU OF ELECTI 648.12								
01 O	113390	J.M. TIRE, INC.	OCTOBER ENCUMBRANCE 2023	101-0108-02-440-44045	1-24116	11/07/2023	62004	68.45
			OCTOBER ENCUMBRANCE 2023		1-24116	11/07/2023		68.45
11/08/2023								
SHERIFF'S OFFICE GASB 68.45								
01 R	113391	KCRT/KBKZ PHILLIPS BROADCASTING	RADIO BROADCASTING-KCRT	214-0396-01-470-47080	236200003007	11/07/2023	61720	908.00
			RADIO BROADCASTING-KCRT		236200003007	11/07/2023		908.00
11/08/2023								
LODGERS TAX 908.00								
01 R	113392	KIT CARSON ELECTRIC COOP, INC.	EN FIRESTATION #24862	209-0410-02-470-47160		11/07/2023	11/07/2023	445.65
			EN FIRESTATION #24862			11/07/2023	11/07/2023	445.65
11/08/2023								
MORENO VALLEY FIRE FUN 445.65								
01 R	113393	KIT CARSON TELECOM	SHERIFF #2186964	101-0108-02-470-47150		11/07/2023	11/07/2023	63.24
			UTE PARK FIRE #1182119	209-0408-02-470-47150		11/07/2023	11/07/2023	174.83
			MORENO VALLEY FIRE #1182819	209-0410-02-470-47150		11/07/2023	11/07/2023	91.23
			MORENO VALLEY FIRE #1182819			11/07/2023	11/07/2023	91.23
11/08/2023								
SHERIFF'S OFFICE GASB 63.24 UTE PARK FIRE FUND 174.83 MORENO VALLEY FIRE FUN 91.23								
01 R	113394	KRTN	LEGALS RLE	101-0105-01-470-47080	40323101494	11/07/2023	61817	283.64
			23/24 ADVERTISEMENTS	101-0102-01-470-47080	73323101496	11/07/2023	61646	54.13
			FIRE WISE 10/01/23-10/31/2023	209-0418-02-470-47080	22623101505	11/07/2023		108.26
			FIRE WISE 10/01/23-10/31/2023		22623101505	11/07/2023		108.26
11/08/2023								
CLERK-BUREAU OF ELECTI 283.64 MANAGER'S OFFICE GASB 54.13 COUNTY FIRE MARSHAL FI 108.26								
01 R	113395	MASON & ISAACSON, P.A.	LEGAL FEES	101-0101-01-450-45020	38442	11/07/2023		21.61
			LEGAL FEES		38442	11/07/2023		21.61
11/08/2023								
COUNTY COMMISSION GASB 21.61								
01 R	113396	MESA TIRE INC	TIRES AND REPAIRS OCTOBER 2023	204-0402-04-440-44050	77517	11/07/2023	62031	18.00
			TIRES AND REPAIRS OCTOBER 2023	204-0402-04-440-44050	77521	11/07/2023	62031	53.00
			TIRES AND REPAIRS OCTOBER 2023	204-0402-04-440-44050	77550	11/07/2023	62031	63.00
			TIRES AND REPAIRS OCTOBER 2023	204-0402-04-440-44050	77585	11/07/2023	62031	83.00
			TIRES AND REPAIRS OCTOBER 2023	204-0402-04-440-44050	77615	11/07/2023	62031	83.00
			TIRES AND REPAIRS OCTOBER 2023	204-0402-04-440-44050	77615	11/07/2023		83.00
11/08/2023								
ROAD FUND 300.00								
01 R	113397	MESA PHARMACY	VMDC MEDS OCTOBER 2023	201-0411-02-470-47025		11/07/2023	11/07/2023	62042
			VMDC MEDS OCTOBER 2023			11/07/2023	11/07/2023	5447.45
11/08/2023								
CORRECTIONS-VMDC 5447.45								
01 R	113398	MIAMI DOMESTIC WATER USERS	SERVICE 09/30-10/31	209-0406-02-470-47160		11/07/2023	11/07/2023	60.06
			SERVICE 09/30-10/31			11/07/2023	11/07/2023	60.06
11/08/2023								
MIAMI FIRE FUND 60.06								

Date: 11/30/23 9:18:39 (CHEC60)

CHECK LISTING

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	113399	MINER'S COLFAX MEDICAL CENTER	VMDC PT #6087144 & PT #6075418	220-0550-01-470-47202	11/07/2023	11/07/2023		8993.00
	8993.00		VMDC PT #6087144 & PT #6075418		11/07/2023	11/07/2023		8993.00
	11/08/2023							
INDIGENT CARE GROSS RE 8993.00								
01 R	113400	MOBILE RECORD SHREDDERS, LLC	12 WEEK SERVICE	101-0102-01-450-45030	C079569	11/07/2023		215.60
	215.60		12 WEEK SERVICE		C079569	11/07/2023		215.60
	11/08/2023							
MANAGER'S OFFICE GASB 215.60								
01 R	113401	MOSARK, LLC	MOTOR REPLACEMENT KITCHEN HOOD	101-0103-01-450-45030	1966	11/07/2023	62099	1034.98
	2865.49		VMDC		1965	11/07/2023	62099	481.12
	11/08/2023		REPLACE AIR TEMP SENSOR VMDC	101-0103-01-450-45030	1967	11/07/2023	62098	1349.39
			REPLACE AIR INTAKE ASSEMBLY VMDC	101-0103-01-450-45030	1967	11/07/2023	62100	1349.39
			REPLACE AIR INTAKE ASSEMBLY VMDC					
MAINTENANCE GASB 2865.49								
01 R	113402	LMNOC BROADCASTING, LLC	LMNOC-KKTC-OCTOBER	214-0396-01-470-47080	23100043	11/07/2023	62159	259.63
	824.71		LMNOC-KXMT-OCTOBER	214-0396-01-470-47080	23100044	11/07/2023	62159	259.63
	11/08/2023		LMNOC-KNMF-OCTOBER	214-0396-01-470-47080	23100005	11/07/2023	62159	305.45
			LMNOC-KNMF-OCTOBER		23100005	11/07/2023		305.45
LODGERS TAX 824.71								
01 R	113403	N.M. COMMISSION OF PUBLIC	RECORDS STORAGE	101-0104-01-460-46002	7226	11/07/2023	61615	47.25
	47.25		RECORDS STORAGE		7226	11/07/2023		47.25
	11/08/2023							
CLERK-RECORDING & FILE 47.25								
01 R	113404	NV CREATIVE DESIGNS	9-SHIELD LOGO DECALS	101-0108-02-460-46001	3022B	11/07/2023	62081	1010.75
	1010.75		9-SHIELD LOGO DECALS		3022B	11/07/2023		1010.75
	11/08/2023							
SHERIFF'S OFFICE GASB 1010.75								
01 R	113405	PRO COM LLC	23-24 PRE-RAN EMP DRUG SCREEN	101-0101-01-450-45050	100982	11/07/2023	61643	495.00
	495.00		23-24 PRE-RAN EMP DRUG SCREEN		100982	11/07/2023		495.00
	11/08/2023							
COUNTY COMMISSION GASB 495.00								
01 R	113406	PROFESSIONAL AUTO PARTS, INC	VEHICLE SUPPLIES	209-0405-02-440-44045	900007113	11/07/2023	62094	398.60
	398.60		VEHICLE SUPPLIES		900007113	11/07/2023		398.60
	11/08/2023							
FRENCH TRACT FIRE FUND 398.60								
01 R	113407	RAY'S CAR WASH INC	SHERIFF CARD#249203&249204	101-0108-02-440-44045		11/07/2023		117.94
	161.71		ASSESSOR CARD#160698	101-0106-01-440-44045		11/07/2023		7.32
	11/08/2023		SOLID WASTE CARD#249271	501-0602-04-440-44045		11/07/2023		36.45
			SOLID WASTE CARD#249271			11/07/2023		36.45
SHERIFF'S OFFICE GASB 117.94 ASSESSOR'S OFFICE GASB 7.32 SOLID WASTE FEES 36.45								
01 R	113408	RECORD'S ACE & RENTAL SHOP	OCT. 2023 ENCUMBRANCE	101-0103-01-440-44010	366550	11/07/2023	62012	36.15
	44.49		SUPPLIES FOR OCTOBER 2023	204-0402-04-460-46001	366065	11/07/2023	62032	8.34
	11/08/2023		SUPPLIES FOR OCTOBER 2023		366065	11/07/2023		8.34
MAINTENANCE GASB 36.15 ROAD FUND 8.34								
01 R	113409	RIMON, P.C.	LEGAL FEES	101-0101-01-450-45020	176504	11/07/2023		12951.05
	17120.98		LEGAL FEES	101-0101-01-450-45020	176505	11/07/2023		4147.87
	11/08/2023		LEGAL FEES	101-0101-01-450-45020	176503	11/07/2023		22.06
			LEGAL FEES		176503	11/07/2023		22.06
COUNTY COMMISSION GASB 17120.98								
01 R	113410	ROCKY MOUNTAIN PHYSICAL	23-24 PRE/RAN DRUG SCREEN	101-0101-01-450-45050		11/07/2023	61645	330.00
	330.00		23-24 PRE/RAN DRUG SCREEN			11/07/2023		330.00
	11/08/2023							
COUNTY COMMISSION GASB 330.00								
01 R	113411	SIERRA COMMUNICATIONS, INC	COUNTY FIRE TAX BOARD #4807	209-0418-02-470-47150		11/07/2023		90.72
	205.62		SHERIFF #2696	101-0108-02-470-47150		11/07/2023		114.90
	11/08/2023		SHERIFF #2696			11/07/2023		114.90
COUNTY FIRE MARSHAL FI 90.72 SHERIFF'S OFFICE GASB 114.90								

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	11/30/23	SOUTHERN TIRE MART LLC	TIRES AND REPAIR OCTOBER 2023	204-0402-04-440-44050	5430014098	11/07/2023	62035	340.50
	11/08/2023		TIRES AND REPAIR OCTOBER 2023		5430014098	11/07/2023		340.50
		ROAD FUND						340.50
01 R	11/30/23	SPC LEASING CO, INC	LAA2K011022057	101-0108-02-470-47125	1770488-0	11/07/2023		250.15
	11/08/2023		LAA2K011024707	101-0108-01-470-47125	1770487-0	11/07/2023		490.12
			LAA2M011009466	101-0109-02-470-47125	1770923-0	11/07/2023		174.56
			LAA2M011009466		1770923-0	11/07/2023		174.56
		SHERIFF'S OFFICE GASB	ASSESSOR'S OFFICE GASB	VIGIL MALDONADO DETENT				174.56
01 R	11/30/23	SPC OFFICE PRODUCTS, INC.	AA2M011009466	101-0109-02-470-47125	1771147-0	11/07/2023	62073	882.03
	11/08/2023		2,000 #10 ENVELOPES	101-0106-01-460-46001	1772654-0	11/07/2023	62073	185.00
			ASSESSOR'S OFFICE					
			ASSESSOR'S OFFICE					
		VIGIL MALDONADO DETENT	ASSESSOR'S OFFICE GASB					185.00
01 R	11/30/23	SUBURBAN PROPANE, L.P.	UTE PARK REF#805790	209-0408-02-470-47160	11/07/2023	11/07/2023		296.29
	11/08/2023		MORENO VALLEY FIRE REF#84102	209-0410-02-470-47160				863.06
			MORENO VALLEY FIRE REF#16307	209-0410-02-470-47160				445.31
			MORENO VALLEY FIRE REF#16307		11/07/2023	11/07/2023		445.31
		UTE PARK FIRE FUND	MORENO VALLEY FIRE FUN					1308.37
01 O	11/30/23	SUPER SAVE	FOOD/KITCHEN OCTOBER 2023	201-0411-02-470-47022	120779	11/07/2023	62040	6.87
	11/08/2023		FOOD/KITCHEN OCTOBER 2023		120779	11/07/2023		6.87
		CORRECTIONS-VMDC						6.87
01 R	11/30/23	SYSCO FOOD SRVC OF NM, LLC	FOOD/KITCHEN OCTOBER 2023	201-0411-02-470-47022	366632356	11/07/2023	62037	1254.20
	11/08/2023		FOOD/KITCHEN OCTOBER 2023		366632356	11/07/2023		1254.20
		CORRECTIONS-VMDC						1254.20
01 R	11/30/23	TENELLE MARIE PHILLIPS	INTENSIVE OUTPATIENT TREAT OCT	223-0626-02-450-45030	9-2023	11/07/2023		900.00
	11/08/2023		INTENSIVE OUTPATIENT TREAT OCT		9-2023	11/07/2023		900.00
		LDWI GRANT FUND						900.00
01 R	11/30/23	THE ENCHANTED CIRCLE NEWS, LLC	4X8 ROP	501-0602-04-470-47080	245	11/07/2023	62156	347.78
	11/08/2023		4X8 ROP		245	11/07/2023		347.78
		SOLID WASTE FEES						347.78
01 R	11/30/23	THE SANTA FE TRAIL SCHOOL FOR	BUILDINGRENTAL FOR YES	218-0412-02-470-47130	2023-5	11/07/2023	62122	75.00
	11/08/2023		BUILDINGRENTAL FOR YES		2023-5	11/07/2023		75.00
		YES PROGRAM						75.00
01 R	11/30/23	TRANSUNION RISK & ALTERNATIVE	SERVICE 10/01/23-10/31/2023	101-0108-02-470-47140	202310-1	11/07/2023		130.00
	11/08/2023		SERVICE 10/01/23-10/31/2023		202310-1	11/07/2023		130.00
		SHERIFF'S OFFICE GASB						130.00
01 R	11/30/23	TRIADIC ENTERPRISES, INC.	CONTRACT, EQUIPMENT, LIVE WEB	101-0101-01-450-45060	10855340807	11/07/2023		2900.56
	11/08/2023		CONTRACT, EQUIPMENT, LIVE WEB		10855340807	11/07/2023		2900.56
		COUNTY COMMISSION GASB						2900.56
01 R	11/30/23	TRI STATE RECYCLE, LLC	ROLLOFF PICK UP OCT 2023	501-0602-04-450-45040	15851	11/07/2023		8163.51
	11/08/2023		DUMPSTER PICK UP OCT 2023	501-0602-04-450-45040				19420.00
			DUMPSTER PICK UP OCT 2023		15851	11/07/2023		19420.00
		SOLID WASTE FEES						27583.51
01 R	11/30/23	ULIBARRI CONSULTING, LLC	INSTALLMENT 4 OF 12	218-0412-02-450-45030		11/07/2023	11/07/2023	2000.00
	11/08/2023		INSTALLMENT 4 OF 12			11/07/2023	11/07/2023	2000.00
		YES PROGRAM						2000.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	113425	US FOODS, INC	FOOD/KITCHEN OCTOBER 2023	201-0411-02-470-47022	5555732	11/07/2023	62038	1084.86
	1084.86		FOOD/KITCHEN OCTOBER 2023		5555732	11/07/2023		1084.86
	11/08/2023							
CORRECTIONS-VMDC		1084.86						
01 R	113426	WAGNER EQUIPMENT COMPANY	PARTS FOR OCTOBER 2023	204-0402-04-440-44050	P03C0573328	11/07/2023	62034	160.79
	160.79		PARTS FOR OCTOBER 2023		P03C0573328	11/07/2023		160.79
	11/08/2023							
ROAD FUND		160.79						
01 R	113427	YLAW, P.C.	LEGAL FEES	101-0101-01-450-45020	3-1123.183	11/07/2023		3586.60
	3586.60		LEGAL FEES		3-1123.183	11/07/2023		3586.60
	11/08/2023							
COUNTY COMMISSION GASB		3586.60						
01 R	113428	TROY L. WILSON, DDS	VMDC INDIGENT ID#9653	220-0550-01-470-47202		11/07/2023		946.00
	946.00		VMDC INDIGENT ID#9653			11/07/2023		946.00
	11/08/2023							
INDIGENT CARE GROSS RE		946.00						
01 R	113429	ZIA NATURAL GAS	9 SOUTH POND METER#72261	209-0419-02-470-47160		11/07/2023		82.43
	449.09		175 HWY 555 METER#54904	101-0103-01-470-47160		11/07/2023		366.66
	11/08/2023		175 HWY 555 METER#54904			11/07/2023		366.66
RAPID RESPONSE FIRE FU		82.43	MAINTENANCE GASB	366.66				
01 R	113430	PINWHEEL HEALING CENTER, LLC	RANDOM & SCREENING US'S	223-0625-02-460-46001	2023-10	11/07/2023	62151	240.00
	240.00		RANDOM & SCREENING US'S		2023-10	11/07/2023		240.00
	11/08/2023							
DWI DISTRIBUTION		240.00						
01 R	113431	LYDIA GARCIA	ENVELOPES	101-0107-01-470-47070		11/07/2023		812.50
	812.50		ENVELOPES			11/07/2023		812.50
	11/08/2023							
TREASURER'S OFFICE GAS		812.50						
01 R	113432	JOHN LOCK	MILEAGE: SPRINGER 10/25/2023	223-0625-02-430-43010		11/07/2023		43.68
	43.68		MILEAGE: SPRINGER 10/25/2023			11/07/2023		43.68
	11/08/2023							
DWI DISTRIBUTION		43.68						
04 O	3308	FLEET FUELING	AF AIRPORT	502-0605-04-430-43040	92969329	11/07/2023		226.22
	226.22		AF AIRPORT		92969329	11/07/2023		226.22
	11/08/2023							
COLFAX COUNTY AIRPORT		226.22						
04 O	3309	VILLAGE OF ANGEL FIRE	SERVICE 09/22/23-10/22/23	502-0605-04-470-47160		11/07/2023		230.92
	230.92		SERVICE 09/22/23-10/22/23			11/07/2023		230.92
	11/08/2023							
COLFAX COUNTY AIRPORT		230.92						
04 O	3310	CENTURY LINK	AFAP EMERGLINE 5753772582 612B	502-0605-04-470-47150		11-07-2023		74.76
	432.68		AFAP 5753770526 801B	502-0605-04-470-47150		/		72.59
	11/08/2023		AFAP 5753773171 682B	502-0605-04-470-47150		/		285.33
			AFAP 5753773171 682B			11-07-2023		285.33
COLFAX COUNTY AIRPORT		432.68						
04 O	3311	SUBURBAN PROPANE, L.P.	AFAP REF 344451	502-0605-04-470-47160		11-07-2023		1032.02
	1165.84		AFAP REF#44396	502-0605-04-470-47160		/		133.82
	11/08/2023		AFAP REF#44396			11-07-2023		133.82
COLFAX COUNTY AIRPORT		1165.84						
08 O	99	APIC SOLUTIONS, INC	REF PO# 61510	260-0618-01-480-48087	15493	11/07/2023	61651	10576.89
	10576.89		REF PO# 61510		15493	11/07/2023		10576.89
	11/08/2023							
AMERICAN RESCUE PLAN A		10576.89						

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	11/15/2023	INTERNATIONAL BANK	TRANSFER PAYROLL ENDING 11152023	101-0000-01-100-10104		//		333495.86
TREASURER 333495.86								
01 R	11/15/2023	INTERNATIONAL BANK	TRANSFER PAYROLL ENDING 11152023	101-0000-01-100-10104		//		15080.44
TREASURER 15080.44								
04 O	11/15/2023	INTERNATIONAL BANK	TRANSFER PAYROLL ENDING 11152023	101-0000-01-100-10104		//		2682.96
TREASURER 2682.96								
01 O	11/20/2023	AMANDA SEGURA	CASE #23-SFE-0008	101-0114-01-470-47064	11/20/2023	11/20/2023		196.54
COUNTY INSURANCE GASB 196.54								
01 R	11/20/2023	ARTESIA FIRE EQUIPMENT, INC.	SCB-835SS CGA-347 HAND NUT SS	209-0405-02-440-44050	82258	11/20/2023	62152	120.00
FRENCH TRACT FIRE FUND 120.00								
01 R	11/20/2023	BIMBO BAKERIES USA, INC	FOOD/KITCHEN NOVEMBER 2023	201-0411-02-470-47022	853116904471	11/20/2023	62133	162.02
CORRECTIONS-VMDC 211.41								
01 R	11/20/2023	BURCO CHEMICAL & SUPPLY, INC.	JANITORIAL SUPPLIES	201-0411-02-460-46005	32762	11/20/2023	62139	2130.22
CORRECTIONS-VMDC 2130.22								
01 O	11/20/2023	B&M SUPPLIERS, LLC	GLOVES L, XL, XXL	101-0109-02-460-46001	MGM-0051	11/20/2023	62149	1332.00
VIGIL MALDONADO DETENT 1332.00								
01 R	11/20/2023	CARQUEST RATON	CURVED RADIATOR HOSE	209-0409-02-460-46001	5728426424	11/20/2023	62160	135.99
PHILMONT FIRE FUND 135.99 FRENCH TRACT FIRE FUND 679.00								
01 R	11/20/2023	CATERPILLAR FINANCIAL SRVCS	CONTRACT #001-0822985-000	204-0402-04-470-47125	11/20/2023	11/20/2023		2112.25
ROAD FUND 2112.25								
01 O	11/20/2023	CDW GOVERNMENT INC	CDWG#544350 VIDEO CONFERENCE UNI	101-0102-01-450-45060	MS80467	11/20/2023	62079	709.70
MANAGER'S OFFICE GASB 4217.14								
01 R	11/20/2023	CENTURY LINK	SHERIFF 575-445-2988F 7392	101-0108-02-470-47150		11/20/2023		262.12
SHERIFF'S OFFICE GASB 237.91 VIGIL MALDONADO DETENT 503.97								
01 R	11/20/2023	COMFORT SYSTEMS USA (SOUTHWEST)	AGREEMENT 45641 BILL 1 OF 12	101-0103-01-450-45030	930034639	11/20/2023		286.88

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
MAINTENANCE GASB 286.88								
01 R	11/20/2023	CUNICO TIRE COMPANY INC	OIL CHANGE-TRUCK	101-0106-01-440-44045	60681	11/20/2023	62166	92.02
			OIL CHANGE-TRUCK		60681	11/20/2023		92.02
ASSESSOR'S OFFICE GASB 92.02								
01 O	11/20/2023	DIRECTV LLC	VMDC CABLE FOR INMATES	201-0411-02-470-47020	231102	11/20/2023		170.54
			VMDC CABLE FOR INMATES		231102	11/20/2023		170.54
CORRECTIONS-VMDC 170.54								
01 R	11/20/2023	DOMINION VOTING SYSTEMS, INC.	VOTING TECH TRAINING	101-0105-01-470-47040	DVS150437	11/20/2023	61966	117.14
			ELECTION SUPPLIES	101-0105-01-460-46001	DVS150443	11/20/2023		383.39
			ELECTION SUPPLIES		DVS150443	11/20/2023		383.39
CLERK-BUREAU OF ELECTI 500.53								
01 R	11/20/2023	ES OFCO USA, LLC	KONTROL 4-4 2.5 GALLON JUG	101-0117-01-460-46001	IN4286024	11/20/2023	61847	3098.40
			VECTOR CONTRL				61847	
			REFERENCE PO # 61592	101-0117-01-460-46001	IN4256472	11/20/2023	61707	163.70
			REFERENCE PO # 61592	101-0117-01-460-46001	IN4270508	11/20/2023	61707	163.70
			833683 BURROW RX COMMERCIAL	101-0117-01-462-46020	IN426883	11/20/2023	61691	2962.34
			833683 BURROW RX COMMERCIAL		IN426883	11/20/2023		2962.34
VECTOR CONTROL 6388.14								
01 R	11/20/2023	ESO SOLUTIONS, INC.	ESO SOFTWARE & TRAINING	209-0410-02-450-45060	ESO125319	11/20/2023	61873	9026.37
			ESO SOFTWARE & TRAINING		ESO125319	11/20/2023		9026.37
MORENO VALLEY FIRE FUN 9026.37								
01 O	11/20/2023	GSD PRINTING GRAPHICS	WARDENS BUSINESS CARD	101-0109-02-470-47080	96169	11/20/2023	62093	44.00
			WARDENS BUSINESS CARD		96169	11/20/2023		44.00
VIGIL MALDONADO DETENT 44.00								
01 O	11/20/2023	JC CRITTER CONTROL	QUARTERLY INSPECTION AND TREATME	209-0410-02-440-44010	230558	11/20/2023		800.00
			QUARTERLY INSPECTION AND TREATME		230558	11/20/2023		800.00
MORENO VALLEY FIRE FUN 800.00								
01 R	11/20/2023	JOHN DEERE CREDIT	JD WLBH 1T0310SLHKF363312310SLT	204-0402-04-470-47125	2844514	11/20/2023		1124.21
			JD WLBH 1T0310SLHKF363312310SLT		2844514	11/20/2023		1124.21
ROAD FUND 1124.21								
01 R	11/20/2023	LAWSON PRODUCTS INC	SHOP SUPPLIES	204-0402-04-460-46001	9311064199	11/20/2023	62120	499.36
			SHOP SUPPLIES		9311064199	11/20/2023		499.36
ROAD FUND 499.36								
01 R	11/20/2023	MARKUS PRINTING	ARREST AND BOOKING RECORD	101-0109-02-470-47080	26422	11/20/2023	62092	1809.00
			ARREST AND BOOKING RECORD		26422	11/20/2023		1809.00
VIGIL MALDONADO DETENT 1809.00								
01 O	11/20/2023	MESA PHARMACY	VMDC MEDS NOVEMBER 2023	201-0411-02-470-47025		11/20/2023	62136	1163.73
			VMDC MEDS NOVEMBER 2023			11/20/2023		1163.73
CORRECTIONS-VMDC 1163.73								
01 R	11/20/2023	NATIONAL FOOD GROUP, INC	DRINK MIX ORANGE & LEMON	201-0411-02-470-47022	IN0904538	11/20/2023	62118	1016.26
			DRINK MIX ORANGE & LEMON		IN0904538	11/20/2023		1016.26
CORRECTIONS-VMDC 1016.26								

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CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	113467 420.00 11/20/2023	N.M. DEPT OF INFORMATION TECH	OCTOBER 2023 RADIOS SEPTEMBER 2023 RADIOS SEPTEMBER 2023 RADIOS	222-0415-02-450-45006 222-0415-02-450-45006	1023046529 923046038 923046038	11/20/2023 11/20/2023 11/20/2023		210.00 210.00 210.00
FIRE EXCISE TAX FUND 420.00								
01 R	113468 667.79 11/20/2023	N.M. TAXATION & REVENUE DEPT	SOLID WASTE GRT SOLID WASTE GRT	501-0602-04-470-47410		11/20/2023 11/20/2023		667.79 667.79
SOLID WASTE FEES 667.79								
01 R	113469 3270.78 11/20/2023	PHIL LONG MOTORS, LLC	REPAIR BRAKE SYSTEM AS QUOTED & REPAIR BRAKE SYSTEM AS QUOTED &	209-0418-02-440-44045	104545 104545	11/20/2023 11/20/2023	61998	3270.78 3270.78
COUNTY FIRE MARSHAL FI 3270.78								
01 O	113470 182.58 11/20/2023	PITNEY BOWES GLOBAL	RED INK CARTRIDGE FOR MACHINE ASSESSOR'S OFFICE ASSESSOR'S OFFICE	101-0106-01-470-47070	1024207582 1024207582	11/20/2023	62146 62146	182.58
ASSESSOR'S OFFICE GASB 182.58								
01 O	113471 156.02 11/20/2023	PORTABLE MICROGRAPHICS, INC.	IMAGES TO MICROFILM IMAGES TO MICROFILM IMAGES TO MICROFILM	101-0104-01-460-46002 101-0104-01-460-46002	3878 3871 3871	11/20/2023 11/20/2023 11/20/2023	61614 61614	82.06 73.96 73.96
CLERK-RECORDING & FILM 156.02								
01 O	113472 247.65 11/20/2023	PROFESSIONAL AUTO PARTS, INC	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	209-0405-02-440-44045 209-0405-02-460-46001	1245 1245	11/20/2023 11/20/2023	62167 62167	156.27 91.38 91.38
FRENCH TRACT FIRE FUND 247.65								
01 R	113473 45.00 11/20/2023	RAY'S CAR WASH INC	ROAD DEPT CARD #249202 ROAD DEPT CARD #249202	204-0402-04-440-44050		11/20/2023 11/20/2023		45.00 45.00
ROAD FUND 45.00								
01 R	113474 639.04 11/20/2023	RAY'S FIELD SERVICE, INC	RAY'S FIELD SERVICE RAY'S FIELD SERVICE	204-0402-04-440-44050	L12949 L12949	11/20/2023 11/20/2023	62168	639.04 639.04
ROAD FUND 639.04								
01 O	113475 285.00 11/20/2023	SANTA FE COUNTY ADULT DETENTION	INMATE HOUSING 09/27-10/03 2023 INMATE HOUSING 09/27-10/03 2023	201-0411-02-470-47026	COL10-2023 COL10-2023	11/20/2023 11/20/2023		285.00 285.00
CORRECTIONS-VMDC 285.00								
01 R	113476 619.53 11/20/2023	SPRINGER ELECTRIC COOP INC.	WINDMILL #13676 BROKEN ARROW #11935 MIAMI #11397 FIREHOUSE RD GLADSTONE #13058 SUGARLOAF RD #13526 175 NM 555 #4202 2000 HWY 56 #9059 2000 HWY 56 #9059	209-0407-02-470-47160 209-0405-02-470-47160 209-0406-02-470-47160 209-0407-02-470-47160 209-0407-02-470-47160 101-0103-01-470-47160 209-0405-02-470-47160		11/20/2023 11/20/2023		59.45 108.82 101.84 72.41 56.55 161.73 58.73 58.73
FARLEY FIRE FUND MAINTENANCE GASB 188.41 FRENCH TRACT FIRE FUND 167.55 MIAMI FIRE FUND 101.84								
01 R	113477 153.84 11/20/2023	SUBURBAN PROPANE, L.P.	MORENO VALLEY REF#16392 MORENO VALLEY REF#16392	209-0410-02-470-47160		11/20/2023 11/20/2023		153.84 153.84
MORENO VALLEY FIRE FUN 153.84								
01 O	113478 105.00 11/20/2023	SUPER SAVE	FOOD/KITCHEN NOVEMBER 2023 FOOD/KITCHEN NOVEMBER 2023 FOOD/KITCHEN NOVEMBER 2023	201-0411-02-470-47022 201-0411-02-470-47022	231114157112 23110615712 23110615712	11/20/2023 11/20/2023 11/20/2023	62134 62134	97.04 7.96 7.96
CORRECTIONS-VMDC 105.00								
01 R	113479	SYSCO FOOD SRVC OF NM, LLC	FOOD/KITCHEN NOVEMBER 2023	201-0411-02-470-47022	366650716	11/20/2023	62131	1632.05

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	3109.91		FOOD/KITCHEN NOVEMBER 2023	201-0411-02-470-47022	366642730	11/20/2023	62131	1477.86
	11/20/2023		FOOD/KITCHEN NOVEMBER 2023		366642730	11/20/2023		1477.86
CORRECTIONS-VMDC 3109.91								
01 O	113480	TASCOSA OFFICE MACHINES, INC	MANAGERS OFFICE SUPPLIES	101-0102-01-460-46001	452892	11/20/2023	62155	600.37
	773.77		TREASURERS OFFICE SUPPLIES	101-0107-01-460-46001	452811	11/20/2023	62106	173.40
	11/20/2023		TREASURERS OFFICE SUPPLIES		452811	11/20/2023		173.40
MANAGER'S OFFICE GASB 600.37 TREASURER'S OFFICE GAS 173.40								
01 R	113481	US FOODS, INC	FOOD/KITCHEN NOVEMBER 2023	201-0411-02-470-47022	3038195	11/20/2023	62132	1543.31
	3208.50		FOOD/KITCHEN NOVEMBER 2023	201-0411-02-470-47022	5733184	11/20/2023	62132	1686.35
	11/20/2023		FOOD/KITCHEN NOVEMBER 2023	201-0411-02-470-47022	5733185	11/20/2023	62132	96.18
			FOOD/KITCHEN NOVEMBER 2023	201-0411-02-470-47022	5733187	11/20/2023	62132	64.22
			FOOD/KITCHEN NOVEMBER 2023	201-0411-02-470-47022	5733192	11/20/2023	62132	54.05
			FOOD/KITCHEN NOVEMBER 2023	201-0411-02-470-47022	5956261	11/20/2023		161.15-
			CREDIT MEMO 11/15/2023	201-0411-02-470-47022	5944250	11/20/2023		74.46-
			CREDIT MEMO 10/31/2023	201-0411-02-470-47022	5944250	11/20/2023		74.46-
			CREDIT MEMO 10/31/2023					
CORRECTIONS-VMDC 3208.50								
01 R	113482	COLFAX COUNTY	SHERIFF DEPT MEALS & LODGING	101-0108-02-430-43020		11/20/2023		871.34
	871.34		SHERIFF DEPT MEALS & LODGING			11/20/2023		871.34
	11/20/2023							
SHERIFF'S OFFICE GASB 871.34								
01 O	113483	MEDINA'S TOWING	EMERGENCY TOW	101-0108-02-450-45030	INV0329	11/20/2023	62162	346.76
	346.76		SEARCH WARRANT				62162	
	11/20/2023		CASE ##230661		INV0329		62162	
			CASE ##230661					
SHERIFF'S OFFICE GASB 346.76								
01 R	113484	TIANA ROMERO	RODEO GROUNDS RENTAL DEPOSIT RET	101-0101-01-470-47004		11/20/2023		250.00
	250.00		RODEO GROUNDS RENTAL DEPOSIT RET			11/20/2023		250.00
	11/20/2023							
COUNTY COMMISSION GASB 250.00								
01 R	113485	THOMAS VIGIL	MEALS & HOTEL RIDGE FIRE	101-0118-01-430-43020		11/20/2023		1248.85
	1710.85		24-90070250N O-184.6					
	11/20/2023		ACTUAL: 10/25-10/27 SANTA FE	101-0118-01-430-43020		/	/	462.00
			VARIOUS MEETINGS ST & FED REPS			11/20/2023		
			VARIOUS MEETINGS ST & FED REPS					
EMERGENCY MANAGEMENT 1710.85								
01 O	113486	CHRISTOPHER BACHECHI	PERDIEM: 12/06-12/08 SANTA FE	101-0108-02-430-43020		11/20/2023		352.00
	352.00		ARIDE CLASS			11/20/2023		
	11/20/2023		ARIDE CLASS					
SHERIFF'S OFFICE GASB 352.00								
01 O	113487	JOHN RODARTE	PERDIEM: 12/06-12/08 SANTA FE	101-0108-02-430-43020		11/20/2023		352.00
	352.00		ARIDE CLASS			11/20/2023		
	11/20/2023		ARIDE CLASS					
SHERIFF'S OFFICE GASB 352.00								
01 R	113488	CHRISTOPHER SIMPSON	PERDIEM: 12/06-12/07 SANTA FE	101-0108-02-430-43020		11/20/2023		369.60
	369.60		ARIDE CLASS			11/20/2023		
	11/20/2023		ARIDE CLASS					
SHERIFF'S OFFICE GASB 369.60								
01 O	113489	KRISTIN TRUJILLO	MILEAGE: 10/14/2023 CLAYTON HV-FC	218-0412-02-430-43010		11/20/2023		92.75
	530.03		MILEAGE: 10/13/23 MAXWELL HV-JS	218-0412-02-430-43010				29.72
	11/20/2023		MILEAGE: 10/16/23 CLAYTON HVASSS	218-0412-02-430-43010				94.63
			MILEAGE: 10/19/23 CLAYTON HVJF	218-0412-02-430-43010				94.31
			MILEAGE: 10/24/23 CLAYTON HVKC	218-0412-02-430-43010				94.98
			MILEAGE: 10/26/2023 CLAYTON HVBC	218-0412-02-430-43010				93.58
			MILEAGE: 10/30/2023 MAXWELL HVJS	218-0412-02-430-43010				30.06
			MILEAGE: 10/30/2023 MAXWELL HVJS			11/20/2023		30.06
YES PROGRAM 530.03								
01 R	113490	SARA TORRES	MILEAGE: 10/25/2023 EN MOB VOTE	101-0105-01-430-43010		11/20/2023		57.12
	181.44		MILEAGE: 10/31 CIMARRON MOB VOTE	101-0105-01-430-43010		/	/	29.12
	11/20/2023		MILEAGE: 10/30 MAXWELL MOB VOTE	101-0105-01-430-43010		/	/	23.52
			MILEAGE: 10/23 AF MOB VOTE	101-0105-01-430-43010		/	/	71.68

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CLERK-BUREAU OF ELECTI 181.44			MILEAGE: 10/23 AF MOB VOTE		11/20/2023	11/20/2023		71.68
01 R	11/20/2023	113491 RAYETTA M TRUJILLO	MILEAGE: 11/02/23 DELIVER ELECTI	101-0105-01-430-43010	11/20/2023	11/20/2023		94.08
			MILEAGE: 10/23 CIM MOB VOTE AF	101-0105-01-430-43010				47.04
			MILEAGE: 10/25 CIM MOB VOTE EN	101-0105-01-430-43010				47.04
			MILEAGE: 10/30 MAXWELL MOB VOTE	101-0105-01-430-43010				31.36
			MILEAGE: 10/31 CIMARRON MOB VOTE	101-0105-01-430-43010				47.04
			MILEAGE: SPRINGER MOB VOTE	101-0105-01-430-43010	11/20/2023	11/20/2023		47.04
			MILEAGE: SPRINGER MOB VOTE	101-0105-01-430-43010				47.04
CLERK-BUREAU OF ELECTI 313.60								
01 O	11/20/2023	113492 MONITORING AND RECOVERY SERVICES	SERVICE FOR OCT 2023	201-0411-02-470-47026	21	11/20/2023		22349.00
			SERVICE FOR OCT 2023		21	11/20/2023		22349.00
CORRECTIONS-VMDC 22349.00								
01 O	11/20/2023	113493 N.M. ASSOCIATION OF COUNTIES	2024 LEG CONF M GORE	101-0101-01-470-47040	11/20/2023	11/20/2023	62183	275.00
			2024 LEG CONF S TRUJ	101-0101-01-470-47040			62183	275.00
			2024 LEG CONF M KERN	101-0101-01-470-47040			62183	275.00
			2024 LEG CONF B WIER	101-0101-01-470-47040	11/20/2023	11/20/2023	62183	275.00
			2024 LEG CONF B WIER	101-0101-01-470-47040				275.00
COUNTY COMMISSION GASB 1100.00								
04 O	11/20/2023	3313 AIRNAV, LLC	RENEWAL LISTING SUBSCRIPTION	502-0605-04-470-47140	2025577	11/20/2023	62164	126.00
			RENEWAL LISTING SUBSCRIPTION		2025577	11/20/2023		126.00
COLFAX COUNTY AIRPORT 126.00								
04 O	11/20/2023	3314 ALPINE LUMBER COMPANY	AIRPORT SUNDRIES	502-0605-04-460-46001	51545167	11/20/2023	62129	56.24
			AIRPORT SUNDRIES		51545167	11/20/2023		56.24
COLFAX COUNTY AIRPORT 56.24								
04 O	11/20/2023	3315 N.M. TAXATION & REVENUE DEPT	ANGEL FIRE AIRPORT GRT	502-0605-04-470-47410	11/20/2023	11/20/2023		878.88
			ANGEL FIRE AIRPORT GRT		11/20/2023	11/20/2023		878.88
COLFAX COUNTY AIRPORT 878.88								
04 O	11/20/2023	3316 SUBURBAN PROPANE, L.P.	ANGEL FIRE AIRPORT REF#44578	502-0605-04-470-47160	11-20-2023	11/20/2023		742.59
			ANGEL FIRE AIRPORT REF#44578		11-20-2023	11/20/2023		742.59
COLFAX COUNTY AIRPORT 742.59								
01 O	11/29/2023	113506 ACCURATE CONTROLS, INC	ANUAL BRONZE AGREEMENT OCT23-24	201-0411-02-450-45030	20710	11/29/2023		16415.00
			ANUAL BRONZE AGREEMENT OCT23-24		20710	11/29/2023		16415.00
CORRECTIONS-VMDC 16415.00								
01 O	11/29/2023	113507 ALPINE LUMBER COMPANY	NOV.2023 ENCUMBERANCE	101-0103-01-440-44010	52331353	11/29/2023	62112	1.79
			NOV.2023 ENCUMBERANCE	101-0103-01-440-44010	52331213	11/29/2023	62112	112.98
			NOV.2023 ENCUMBERANCE		52331213	11/29/2023		112.98
MAINTENANCE GASB 114.77								
01 O	11/29/2023	113508 A & M REPAIR	OIL CHANGE	101-0102-01-440-44045	45607	11/29/2023	62196	74.98
			TAX AND LABOR	101-0102-01-440-44045			62196	28.57
			TAX AND LABOR		45607	11/29/2023		28.57
MANAGER'S OFFICE GASB 103.55								
01 O	11/29/2023	113509 BIMBO BAKERIES USA, INC	FOOD/KITCHEN NOVEMBER 2023	201-0411-02-470-47022	853116904537	11/29/2023	62133	20.02-
			FOOD/KITCHEN NOVEMBER 2023	201-0411-02-470-47022	853116904521	11/29/2023	62133	179.95
			FOOD/KITCHEN NOVEMBER 2023		853116904521	11/29/2023		179.95
CORRECTIONS-VMDC 159.93								
01 O	11/29/2023	113510 BURCO CHEMICAL & SUPPLY, INC.	NOV.2023 ENCUMBERANCE	101-0103-01-460-46005	32831	11/29/2023	62115	136.00
			NOV.2023 ENCUMBERANCE	101-0103-01-460-46005	32836	11/29/2023	62115	209.85
			NOV.2023 ENCUMBERANCE	101-0103-01-460-46005	32813	11/29/2023	62115	96.20
			NOV.2023 ENCUMBERANCE	101-0103-01-460-46005	32793	11/29/2023	62115	1777.12
			NOV.2023 ENCUMBERANCE	101-0103-01-460-46005	32780	11/29/2023	62115	32.76

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			JANITORIAL SUPPLIES	201-0411-02-460-46005	32870	11/29/2023	62177	680.56
			JANITORIAL SUPPLIES		32870	11/29/2023		680.56
MAINTENANCE GASB		2251.93	CORRECTIONS-VMDC					680.56
01 O	113511	CANON FINANCIAL SERVICES, INC.	CONTRACT #625030-1	101-0102-01-470-47125	31608245	11/29/2023		268.94
	744.88		CONTRACT # 625030-2	101-0107-01-470-47125	31608246	11/29/2023		272.84
	11/29/2023		CONTRACT 3625030-3	101-0104-01-470-47125	31608244	11/29/2023		203.10
			CONTRACT 3625030-3		31608244	11/29/2023		203.10
MANAGER'S OFFICE GASB		268.94	TREASURER'S OFFICE GAS	272.84	CLERK-RECORDING & FILI			203.10
01 O	113512	CARQUEST RATON	NOV. 2023 ENCUMBERANCE	101-0103-01-440-44050	5728-427624	11/29/2023	62113	36.19
	36.19		NOV. 2023 ENCUMBERANCE		5728-427624	11/29/2023		36.19
MAINTENANCE GASB		36.19						
01 O	113513	CASCADE FIRE EQUIPMENT CO.	WILDLAND FIRE PANTS- PPE	222-0415-02-460-46503	INV8813	11/29/2023	62141	2981.89
	2981.89		WILDLAND FIRE PANTS- PPE		INV8813	11/29/2023		2981.89
	11/29/2023							
FIRE EXCISE TAX FUND		2981.89						
01 O	113514	COMMUNICATION SOLUTIONS &	LCP NEW DEPLOYMENT COMSOOE15567	211-0414-02-462-46020	COMSOIN37260	11/29/2023	61955	23988.80
	24024.67		SHIPPING AND HANDLING	101-0108-02-470-47162	COMSOIN37261	11/29/2023	62193	35.87
	11/29/2023		SHIPPING AND HANDLING		COMSOIN37261	11/29/2023		35.87
LAW ENFORCEMENT PROTEC		23988.80	SHERIFF'S OFFICE GASB	35.87				
01 O	113515	DAIGLE LAW GROUP, LLC	POLICE CONSULTANT SERVICES	101-0108-02-450-45030	5415	11/29/2023	61675	2700.00
	2700.00		REFERENCE TO PO # 61427		5415		61675	
	11/29/2023		REFERENCE TO PO # 61427					
SHERIFF'S OFFICE GASB		2700.00						
01 O	113516	FORESTRY SUPPLIERS, INC	MISC SUPPLIES	101-0118-01-460-46001	471927-00	11/29/2023	62142	1086.70
	1086.70		MISC SUPPLIES		471927-00	11/29/2023		1086.70
	11/29/2023							
EMERGENCY MANAGEMENT		1086.70						
01 O	113517	INTEGRATIVE PSYCHIATRY, LLC	VMDC PSYCHIATRY NOV 2023	201-0411-02-470-47024	17	11/29/2023	62137	2360.00
	2360.00		VMDC PSYCHIATRY NOV 2023		17	11/29/2023		2360.00
	11/29/2023							
CORRECTIONS-VMDC		2360.00						
01 O	113518	JOHN DEERE CREDIT	JD WLDR 1DW644KZVJF690568644KXT	204-0402-04-470-47125	2850011	11/29/2023		5731.71
	26109.67		JD GRDR 1DW672GXCLF706952672G	204-0402-04-470-47125	2850615	11/29/2023		13076.96
	11/29/2023		JD GRDR 1DW670GXCLF706941670G	204-0402-04-470-47125	2850433	11/29/2023		7301.00
			JD GRDR 1DW670GXCLF706941670G		2850433	11/29/2023		7301.00
ROAD FUND		26109.67						
01 O	113519	J.M. TIRE, INC.	4-COOPER DISCOVER TIRES	101-0108-02-440-44045	1-24300	11/29/2023	62171	1020.06
	1020.06		4-COOPER DISCOVER TIRES		1-24300	11/29/2023		1020.06
	11/29/2023							
SHERIFF'S OFFICE GASB		1020.06						
01 O	113520	KIT CARSON ELECTRIC COOP, INC.	METER #65032331 DEEP TUNNEL TRAI	101-0103-01-470-47160		11/29/2023		38.44
	507.51		METER#55797624 TOP OF MTN	101-0103-01-470-47160				220.06
	11/29/2023		METER#28148 BLINKING LIGHT	101-0103-01-470-47160				37.23
			METER#86619543 PAM COLMAN DR	209-0410-02-470-47160				52.89
			METER#3775 ASPEN FIRESTATION	209-0410-02-470-47160				46.50
			METER#10650849 BLACK LAKE FIRE	209-0410-02-470-47160				59.26
			METER#5541516 14 HUMMINGBIRD LN	209-0410-02-470-47160				53.13
			METER#5541516 14 HUMMINGBIRD LN	209-0408-02-470-47160				53.13
MAINTENANCE GASB		295.73	MORENO VALLEY FIRE FUN	158.65	UTE PARK FIRE FUND			53.13
01 O	113521	N.A.D.A. APPRAISAL GUIDES	RENEWAL OF 2024 NADA CONNECT	101-0106-01-470-47080	ORDUS262129	11/29/2023	62174	425.00
	425.00		ASSESSOR'S OFFICE		ORDUS262129		62174	
	11/29/2023		ASSESSOR'S OFFICE					
ASSESSOR'S OFFICE GASB		425.00						
01 O	113522	N.M. ASSOCIATION OF COUNTIES	NMAC 2024 LEG CONF-KRISTI GRAHAM	101-0106-01-470-47040		11/29/2023-1	62180	275.00
	825.00		LC2024-112023-2013-1770				62180	
	11/29/2023		NM LEG CONF. RAYETTA & SARA	101-0104-01-470-47040		11/29/2023-2	62187	550.00
			LC2024-112023-2143-1893					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
LC2024-112023-2144-1894 LC2024-112023-2144-1894 ASSESSOR'S OFFICE GASB 275.00 CLERK-RECORDING & FILE 550.00 11/29/2023-2								
01 O	113523	PAC N STACK STORAGE	AUG-NOV RENT FEES	218-0413-02-470-47130	11182023	11/29/2023		460.00
	545.00		DEC 2023 RENT	218-0413-02-470-47130	12182023	11/29/2023		85.00
	11/29/2023		DEC 2023 RENT		12182023	11/29/2023		85.00
YES BHSD PREVENTION 545.00 01 O 113524 PHILMONT SCOUT RANCH SEW OUT AND SHIPPING 209-0409-02-460-46001 383 11/29/2023 62194 125.00 125.00 11/29/2023 SEW OUT AND SHIPPING 383 11/29/2023 125.00								
PHILMONT FIRE FUND 125.00 01 O 113525 PINNACLE PROPANE LLC FARLEY FIRE STATION 209-0407-02-470-47160 U1219515 11/29/2023 105.65 518.49 FARLEY FIRE SUBSTATION 209-0407-02-470-47160 U1210521 11/29/2023 153.41 11/29/2023 FARLEY FIRE DEPT 209-0407-02-470-47160 U1210409 11/29/2023 259.43 FARLEY FIRE DEPT U1210409 11/29/2023 259.43								
FARLEY FIRE FUND 518.49 01 O 113526 PITNEY BOWES GLOBAL CONTRACT #0040498070 101-0106-01-470-47125 1024246310 11/29/2023 113.97 113.97 CONTRACT #0040498070 1024246310 11/29/2023 113.97 11/29/2023								
ASSESSOR'S OFFICE GASB 113.97 01 O 113527 PLAS-MAC, INC POLY TANKS AND STORAGE AND MOUNT 209-0407-02-480-48020 11808 11/29/2023 61845 6253.33 6253.33 POLY TANKS AND STORAGE AND MOUNT 11808 11/29/2023 6253.33 11/29/2023								
FARLEY FIRE FUND 6253.33 01 O 113528 PLATEAU WIRELESS-NM RSA 2 FARLEY FIRE DEPT #3033776 209-0407-02-470-47150 11/29/2023 11/29/2023 100.09 199.48 SHERIFF OFFICE #3251464 101-0108-02-470-47150 11/29/2023 11/29/2023 99.39 11/29/2023 SHERIFF OFFICE #3251464 11/29/2023 11/29/2023 99.39								
FARLEY FIRE FUND 100.09 SHERIFF'S OFFICE GASB 99.39 01 O 113529 POSITIVE PROMOTIONS HALOWEEN SUPPLIES 218-0412-02-460-46001 7268230 11/29/2023 62018 1871.41 1871.41 HALOWEEN SUPPLIES 7268230 11/29/2023 1871.41 11/29/2023								
YES PROGRAM 1871.41 01 O 113530 RATON NATURAL GAS CO VMDC 101-0103-01-470-47160 11/29/2023 11/29/2023 820.86 2661.14 JUDICIAL 101-0103-01-470-47160 420.52 11/29/2023 RATON FIELD OFFICE 101-0103-01-470-47160 156.15 20 4TH AVE 101-0103-01-470-47160 69.69 FIRE MARSHAL 101-0103-01-470-47160 140.48 CLERKS BUILDING 101-0103-01-470-47160 44.00 COURTHOUSE 101-0103-01-470-47160 1009.44 COURTHOUSE 101-0103-01-470-47160 1009.44								
MAINTENANCE GASB 2661.14 01 O 113531 RATON UTILITIES RAPID RESPONSE BUILDING 209-0419-02-470-47160 11/29/2023 11/29/2023 168.60 14041.25 COURTHOUSE 101-0103-01-470-47160 2235.55 11/29/2023 COURTHOUSE GRAGE 101-0103-01-470-47160 11.55 DIST ATTORNEY OFFICE 101-0103-01-470-47160 332.90 RODEO GROUNDS 101-0103-01-470-47160 22.83 RAPID RESPONSE POND LANE 101-0103-01-470-47160 80.70 220 4TH AVE 101-0103-01-470-47160 397.69 HEALTH DEPT 101-0103-01-470-47160 325.27 ROAD DEPT 101-0103-01-470-47160 31.51 VMDC 101-0103-01-470-47160 5387.71 VMDC 101-0103-01-470-47160 1681.86 JUDICIAL 101-0103-01-470-47160 3243.70 SHERIFF 101-0103-01-470-47160 29.60 COURTHOUSE SL 101-0103-01-470-47160 14.80 ROAD DEPT SL2 101-0103-01-470-47160 12.82 HEALTH DEPT SL2 101-0103-01-470-47160 32.08 220 4TH AVE SL2 101-0103-01-470-47160 32.08 220 4TH AVE SL2 101-0103-01-470-47160 32.08 11/29/2023 11/29/2023 32.08								
RAPID RESPONSE FIRE FU 168.60 MAINTENANCE GASB 13872.65 01 O 113532 RECORD'S ACE & RENTAL SHOP NOV.2023 ENCUMBERANCE 101-0103-01-440-44010 367913 11/29/2023 62114 15.99 619.89 NOV.2023 ENCUMBERANCE 101-0103-01-440-44010 367910 11/29/2023 62114 12.99								

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			NOV.2023 ENCUMBERANCE	101-0103-01-440-44010	K67895	11/29/2023	62114	59.99
	11/29/2023		NOV.2023 ENCUMBERANCE	101-0103-01-440-44010	367685	11/29/2023	62114	39.94
			NOV.2023 ENCUMBERANCE	101-0103-01-440-44010	367666	11/29/2023	62114	24.98
			NOV.2023 ENCUMBERANCE	101-0103-01-440-44010	367636	11/29/2023	62114	7.18
			NOV.2023 ENCUMBERANCE	101-0103-01-440-44010	367584	11/29/2023	62114	89.94
			NOV.2023 ENCUMBERANCE	101-0103-01-440-44010	367572	11/29/2023	62114	8.99
			NOV.2023 ENCUMBERANCE	101-0103-01-440-44010	367469	11/29/2023	62114	199.15
			NOV.2023 ENCUMBERANCE	101-0103-01-440-44010	367458	11/29/2023	62114	12.17
			NOV.2023 ENCUMBERANCE	101-0103-01-440-44010	367444	11/29/2023	62114	19.99
			NOV.2023 ENCUMBERANCE	101-0103-01-440-44010	367331	11/29/2023	62114	3.59
			NOV.2023 ENCUMBERANCE	101-0103-01-440-44010	367310	11/29/2023	62114	9.99
			NOV.2023 ENCUMBERANCE	101-0103-01-440-44010	367279	11/29/2023	62114	2.22
			NOV.2023 ENCUMBERANCE	101-0103-01-440-44010	367255	11/29/2023	62114	1.97
			NOV.2023 ENCUMBERANCE	101-0103-01-440-44010	367222	11/29/2023	62114	38.68
			NOV.2023 ENCUMBERANCE	101-0103-01-440-44010	367122	11/29/2023	62114	49.31
			NOV.2023 ENCUMBERANCE	101-0103-01-440-44010	367131	11/29/2023	62114	14.23
			NOV.2023 ENCUMBERANCE	101-0103-01-440-44010	367146	11/29/2023	62114	8.59
			NOV.2023 ENCUMBERANCE	101-0103-01-440-44010	367156	11/29/2023	62114	8.59
			NOV.2023 ENCUMBERANCE	101-0103-01-440-44010	367156	11/29/2023	62114	8.59
MAINTENANCE GASB 619.89								
01 O	113533	SIERRA COMMUNICATIONS, INC	COLFAX COUNTY	101-0102-01-470-47150	11/29/2023	11/29/2023		5152.96
	5486.64		MIAMI FIRE	209-0406-02-470-47150				107.99
	11/29/2023		2/3 YES PROGRAM	218-0412-02-470-47150				107.92
			1/3 YES PROGRAM	218-0413-02-470-47150				55.59
			VMDC	101-0109-02-470-47150	11/29/2023	11/29/2023		62.18
			VMDC					62.18
MANAGER'S OFFICE GASB 5152.96 MIAMI FIRE FUND 107.99 YES PROGRAM 107.92								
YES BHSO PREVENTION 55.59 VIGIL MALDONADO DETENT 62.18								
01 O	113534	SPC OFFICE PRODUCTS, INC.	2-CANON 051 LASER TONE	101-0108-02-460-46001	1773083-0	11/29/2023	62169	242.40
	242.40		2-CANON 051 LASER TONE		1773083-0	11/29/2023		242.40
	11/29/2023							
SHERIFF'S OFFICE GASB 242.40								
01 O	113535	SPC LEASING CO, INC	LAA2K011022057	101-0108-02-470-47125	1774386-0	11/29/2023		250.15
	740.27		LAA2K011024707	101-0106-01-470-47125	1774385-0	11/29/2023		490.12
	11/29/2023		LAA2K011024707		1774385-0	11/29/2023		490.12
SHERIFF'S OFFICE GASB 250.15 ASSESSOR'S OFFICE GASB 490.12								
01 O	113536	STERICYCLE, INC.	STERI SAFE OSHA COMPLIANCE	101-0109-02-450-45030	8005384466	11/29/2023		106.68
	106.68		STERI SAFE OSHA COMPLIANCE		8005384466	11/29/2023		106.68
	11/29/2023							
VIGIL MALDONADO DETENT 106.68								
01 O	113537	SUBURBAN PROPANE, L.P.	FRENCH TRACT REF 606155 & 606156	209-0405-02-470-47160	11/29/2023	11/29/2023		363.82
	497.64		MORENO VALLEY REF #31950	209-0410-02-470-47160	11/29/2023	11/29/2023		133.82
	11/29/2023		MORENO VALLEY REF #31950					133.82
FRENCH TRACT FIRE FUND 363.82 MORENO VALLEY FIRE FUN 133.82								
01 O	113538	SUPER SAVE	FOOD/KITCHEN NOVEMBER 2023	201-0411-02-470-47022	19877108	11/29/2023	62134	24.26
	154.98		FOOD/KITCHEN NOVEMBER 2023	201-0411-02-470-47022	12022160	11/29/2023	62134	30.08
	11/29/2023		FOOD/KITCHEN NOVEMBER 2023	201-0411-02-470-47022	1282211	11/29/2023	62134	100.64
			FOOD/KITCHEN NOVEMBER 2023	201-0411-02-470-47022	1282211	11/29/2023		100.64
CORRECTIONS-VMDC 154.98								
01 O	113539	SYSCO FOOD SRVC OF NM, LLC	FOOD/KITCHEN NOVEMBER 2023	201-0411-02-470-47022	366658836	11/29/2023	62131	1316.75
	2411.07		FOOD/KITCHEN NOVEMBER 2023	201-0411-02-470-47022	366664160	11/29/2023	62131	1094.32
	11/29/2023		FOOD/KITCHEN NOVEMBER 2023		366664160	11/29/2023		1094.32
CORRECTIONS-VMDC 2411.07								
01 O	113540	TENELLE MARIE PHILLIPS	INTENSIVE OUTPATIENT TREATMENT	223-0626-02-450-45030	10	11/29/2023		900.00
	900.00		INTENSIVE OUTPATIENT TREATMENT		10	11/29/2023		900.00
	11/29/2023							
LDWI GRANT FUND 900.00								
01 O	113541	THE HOME DEPOT PRO	LG.TRASH CAN LINERS	101-0103-01-460-46005	776067951	11/29/2023	62173	606.75
	606.75		LG.TRASH CAN LINERS		776067951	11/29/2023		606.75
	11/29/2023							
MAINTENANCE GASB 606.75								
01 O	113542	US FOODS, INC	FOOD/KITCHEN NOVEMBER 2023	201-0411-02-470-47022	3223850	11/29/2023	62132	1769.76

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CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
	11/29/2023	1769.76	FOOD/KITCHEN NOVEMBER 2023		3223850	11/29/2023		1769.76
CORRECTIONS-VMDC 1769.76								
01 O	113543	VERIZON WIRELESS	SERVICE 10/11/23-11/10/23	101-0102-01-470-47150	9948979944	11/29/2023		108.62
	11/29/2023	108.62	SERVICE 10/11/23-11/10/23		9948979944	11/29/2023		108.62
MANAGER'S OFFICE GASB 108.62								
01 O	113544	MOLZEN-CORBIN & ASSOCIATES CORP	COL191-16 BLOSSER GAP TASK ORD 4	218-0428-04-480-48083	25392	11/29/2023		83245.19
	11/29/2023	83245.19	COL191-16 BLOSSER GAP TASK ORD 4		25392	11/29/2023		83245.19
NM TRANSPORTATION GRAN 83245.19								
01 O	113545	DEBRA ORTIZ	SUPPLIES FOR COMMUNITY BABYSHOWER	218-0412-02-460-46001		11/29/2023		379.16
	11/29/2023	474.80	SUPPLIES COMMUNITY BABY SHOWER	218-0412-02-460-46001		11/29/2023		95.64
	11/29/2023	474.80	SUPPLIES COMMUNITY BABY SHOWER			11/29/2023		95.64
YES PROGRAM 474.80								
01 O	113546	DOUG FREDERICKSON	EMT CE PACKAGE	101-0109-02-470-47040		11/29/2023		235.00
	11/29/2023	235.00	EMT CE PACKAGE			11/29/2023		235.00
VIGIL MALDONADO DETENT 235.00								
04 O	3318	MARKUS PRINTING	INVOICE BOOKS FOR AIRPORT	502-0605-04-470-47080	26435	11/29/2023	62086	350.20
	11/29/2023	350.20	INVOICE BOOKS FOR AIRPORT		26435	11/29/2023		350.20
COLFAX COUNTY AIRPORT 350.20								
04 V	3319	J.M. TIRE, INC.	SOLID WASTE TRUCK MAINTENANCE	502-0605-04-440-44045	1-24339	11/29/2023	62185	1112.13
	11/29/2023	1112.13	SOLID WASTE TRUCK MAINTENANCE		1-24339	11/29/2023		1112.13
COLFAX COUNTY AIRPORT 1112.13								
04 O	3320	KIT CARSON ELECTRIC COOP, INC.	METER 3249998 AIRPORT	502-0605-04-470-47160		11-29-2023	11/29/2023	207.28
	11/29/2023	675.88	METER 24878 AIRPORT OFFICE	502-0605-04-470-47160		///	///	63.26
			METER 24938 3570 HWY 434 AF AIR	502-0605-04-470-47160		///	///	327.58
			METER 7998622 3520 HWY 434 AIRPO	502-0605-04-470-47160		///	///	38.90
			METER 3175 AIRPORT FIRE DEPT	502-0605-04-470-47160		11-29-2023	11/29/2023	38.86
			METER 3175 AIRPORT FIRE DEPT			11-29-2023	11/29/2023	38.86
COLFAX COUNTY AIRPORT 675.88								
04 O	3321	SUBURBAN PROPANE, L.P.	AF AIRPORT RF#44657	502-0605-04-470-47160		11-29-2023	11/29/2023	718.78
	11/29/2023	718.78	AF AIRPORT RF#44657			11-29-2023	11/29/2023	718.78
COLFAX COUNTY AIRPORT 718.78								
04 O	3322	YORK TECHNICAL RESOURCES LLC	AWOS TRI-ANNUAL INSPECTION	502-0605-04-450-45035	1412	11/29/2023	62165	1172.01
	11/29/2023	1172.01	AWOS TRI-ANNUAL INSPECTION		1412	11/29/2023		1172.01
COLFAX COUNTY AIRPORT 1172.01								
01 O	113497	INTERNATIONAL BANK	TRANSFER PAYROLL ENDING 11302023	101-0000-01-100-10104		///	///	11632.70
	11/30/2023	11632.70	TRANSFER PAYROLL ENDING 11302023			///	///	11632.70
TREASURER 11632.70								
01 O	113505	INTERNATIONAL BANK	TRANSFER PAYROLL ENDING 11302023	101-0000-01-100-10104		///	///	316811.56
	11/30/2023	316811.56	TRANSFER PAYROLL ENDING 11302023			///	///	316811.56
TREASURER 316811.56								
04 O	3317	INTERNATIONAL BANK	TRANSFER PAYROLL ENDING 11302023	101-0000-01-100-10104		///	///	2682.96
	11/30/2023	2682.96	TRANSFER PAYROLL ENDING 11302023			///	///	2682.96
TREASURER 2682.96								

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176	1457039.30	/ /	TOTAL	1112.13	VOIDS			

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (hereinafter referred to as the "Contract") is hereby made and entered into as of the date of final signature below by and between Colfax County DWI Program and Concha Montano, Montano Concha Consulting (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, The Local Driving While Intoxicated (LDWI) Grant, Department of Finance (DFA) has awarded funding for the prevention components to the local Colfax County DWI program; and

WHEREAS, The Colfax County DWI Program has found it necessary to retain the services of "Contractor" to serve as Lead Epidemiologist/Local Evaluator and "Contractor" has agreed to provide the agreed upon services, and the parties together have mutually negotiated the terms of this Contract;

WHEREAS, the "Contractor" is in the business of providing expertise and guidance on prevention and epidemiology/evaluation services throughout the State of New Mexico.

NOW THEREFORE, and in consideration of the foregoing and of the mutual promises' hereafter expressed, it is hereby mutually agreed by and between the parties that:

1. Scope of Work: The "Contractor" shall perform the following work to be completed by June 30, 2024 – Some activities will require update and carry over to the next fiscal year:

- a. Develop individual Evaluation Plans for all prevention and court compliance programs specific to the funders' requirements in FY24.
- b. Develop evaluation indicators that assess measures specific to each contract requirement for all prevention and court compliance programs.
- c. Develop individual Logic Models for all prevention and court compliance programs specific to the scope of work for each funder requirement.
- d. Complete, Facilitate and/or update a Comprehensive Needs Assessment that will provide data and will track patterns and trends for the past 3-5 years for each prevention and court compliance programs specific to funder requirement. The "Contractor" will present needs highlights to program staff and other interested individuals.
- e. The "Contractor" will complete the FY24 Final Report in collaboration with the Program Coordinator and other staff. Attachments to be included in this report include the FY24 NMCS, FY24 Direct Services Pre and Posttests (if program staff administer such surveys), Logic Models, Evaluation Plans, updated/revised Needs Assessment, and other reports required by LDWI in FY24.
- f. The "Contractor" will complete the FY24 Quarter Evaluation Reports (process reporting) to be submitted to LDWI on a quarterly basis.

- g. The “Contractor” shall assist Colfax County DWI Program in identifying the Colfax County DWI Program catchment area, including demographics, numbers affected, and subpopulations experiencing health disparities using the updated FY24 Needs Assessment.
- h. The “Contractor” will assist the Program Director and Prevention Specialist identify goals and objectives for FY24 and help create a Strategic Plan with goals, objectives, evaluation questions, intervening variables, indicators, activities, timeline, and outcomes. This may be incorporated into the FY24 Evaluation Plan.
- i. The “Contractor” will provide at least one visit and maintain weekly telephone calls and/or email contact, along with being physically available for relevant activities (i.e., meetings, presentations, training, and conferences), to support project coordination, development, and progress.
- j. The “Contractor” will support and monitor the activities being implemented with the Colfax County DWI Program. The Evaluation Team will develop an evaluation design/plan to measure past 30-day use of substances, perception regarding ATOD use, risk of harm, and resiliency factors. They may implement a pre and post survey to measure program change should time and approval from schools be granted.
- t. The “Contractor” shall work closely with the Colfax County DWI Program in the creation of survey and other data collection tools including qualitative and quantitative data collection.
- u. The “Contractor” will be responsible for statistical analysis of data including that done through observations, interviews and surveys, interpretation of data, communication, and dissemination of evaluation results, and planning and directing studies of public health problems to find ways to prevent and to treat the problems.
- v. The “Contractor” will serve as a resource to the Colfax County DWI Program as they prepare for and implement evidence-based strategies for prevention. To these ends, the Lead Epidemiologist will participate in trainings and technical assistance activities, provide technical support to community-level programs, and assist in the collection of assessment data and in the compilation of coalition and readiness reports and strategic plans as deemed necessary by the Colfax County Program Coordinator.
- w. The “Contractor” will ensure that all required community-level processes and outcome data are collected in a rigorous and culturally competent manner and that survey data are entered accurately. The “Contractor” will present findings to providers in a manner that is comprehensible and useful for community-level planning.
- k. Develop the necessary data entry files and syntax programs that will ensure data analysis filters the information to measure validity, reliability, captures qualitative and quantitative data, ensures quasi experimental evaluation process, measures effect size, statistical significance, etc.
- l. If available, analyze the New Mexico Community Survey (NMCS) following the release of the data files by PIRE. Complete report on existing data by June 30, 2024, by completing data entry where necessary, filtering of the data into subtitles, entry into data analysis templates, data analysis, composing the NMCS report, and reporting findings to the Colfax County DWI Program, the DWI Planning Council, and to other individuals.

2. “Contractor’s” Contact License and CRS Information:

Concha Montano
Montano Concha Consulting
CONTACT: Concha Montano
ADDRESS: PO Box 1275, Las Vegas, NM 87701
TELEPHONE NUMBER: (505) 239-9787

CRS: 02-168645-00-9

3. Compensation

- a. The total amount payable to the “Contractor” under this Contract, including all applicable gross receipts taxes and expenses, shall not exceed \$50,000.00. This amount shall be paid in monthly equal installments beginning on the date of contract award and ending on June 30, 2024 (For example, should contract begin December 2023 and end June 2024, payment that will be due monthly will be for a total of 7 months at a rate of \$7,142.86 per month).
- b. The Colfax County DWI Program shall pay to the “Contractor” in full payment for services satisfactorily performed to serve as the Lead Epidemiologist/Local Evaluator to create and implement a methodologically sound assessment process - (as set forth in Section 1 — Scope of Work). The “Contractor” is responsible for all hotel and travel expenses. The New Mexico Gross Receipts Tax levied on the amounts payable under this Contract shall be paid by the “Contractor”. Payment shall be subject to the availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by LDWI/DFA.
- c. The “Contractor” shall submit an invoice accounting for all services performed. If the Colfax County DWI Program finds that the services are not acceptable, within thirty (30) days after the date of receipt of written notice from the “Contractor” that payment is requested, it shall provide the “Contractor” a letter of exception explaining the defect or objection to the services, and outlining steps the “Contractor” may take to provide remedial action. Upon certification by Colfax County DWI Program that the services have been received and accepted, payment shall be tendered to the “Contractor” within thirty (30) days after the date of acceptance.

4. Term

This Contract shall become effective upon the date of the last signature. This Contract shall terminate on June 30, 2024, unless terminated earlier pursuant to Paragraph 5, below. In accordance with NMSA 1978 Section 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978 Section 13-1-150.

5. Termination

- a. This Contract may be terminated by either of the parties upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the

“Contractor” if the “Contractor” becomes unable to perform the services contracted for, as determined by Colfax County DWI Program. This provision is exclusive and does not waive Colfax County DWI Program’s other legal rights and remedies caused by the “Contractor’s” default or breach of this Contract.

- a. Termination Management. Immediately upon receipt by either Colfax County DWI Program or the “Contractor” of notice of termination of this Contract, the “Contractor” shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Contract without written approval of Colfax County DWI Program; 2) comply with all directives issued by Colfax County DWI Program in the notice of termination as to the performance of work under this Contract; and 3) take such action as Colfax County DWI Program shall direct for the protection, preservation, retention or transfer of all property titled to Colfax County DWI Program and records generated under this Contract. Any non-expendable personal property or equipment provided to or purchased by the “Contractor” with contract funds shall become property of Colfax County DWI Program upon termination and shall be submitted to Colfax County DWI Program as soon as practicable.

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the LDWI/DFA award. If sufficient appropriations and authorization are not made in future fiscal years, this Contract shall terminate immediately upon written notice being given by Colfax County DWI Program to the “Contractor” and Colfax County DWI Program shall have no duty to reimburse the “Contractor” for expenditures made in the performance of this Contract incurred after written notice to the “Contractor” is provided by Colfax County DWI Program pursuant to this paragraph. Colfax County DWI Program is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. Colfax County DWI Program’s decision as to whether sufficient appropriations are available shall be accepted by the “Contractor” and shall be final and not subject to challenge by the “Contractor”. If Colfax County DWI Program proposes an amendment to the Contract to unilaterally reduce funding, the “Contractor” shall have the option to terminate the Contract or to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

7. Status of “Contractor”

It is understood and agreed upon that the “Contractor” shall be an independent “Contractor” performing professional services for Colfax County DWI Program and as such neither “Contractor”, “Contractor” ’s employees, agents or representatives shall be considered employees or agents of the County. The “Contractor” and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of Colfax County because of this Contract. The “Contractor” acknowledges that all sums received hereunder are reportable by the “Contractor” for tax purposes, including without limitation, self-employment, and business income tax. The “Contractor” agrees not to purport to bind Colfax County unless the “Contractor” has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment

The “Contractor” shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of Colfax County. “Contractor” shall utilize the professional employees and/or “Contractor’s” to complete said services as set forth by the organization.

9. Subcontracting

The “Contractor” shall not subcontract any portion of the services to be performed under this Contract without prior written approval from Colfax County DWI Program.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of Colfax County from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

Any confidential information provided to or developed by the “Contractor” in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the “Contractor” without the prior written approval of Colfax County DWI Program.

12. Product of Service— Copyright

All materials developed or acquired by the “Contractor” under this Contract shall become the property of Colfax County and shall be delivered to Colfax County DWI Program no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the “Contractor” under this Contract shall be the subject of an application for Copyright or other claim of ownership by or on behalf of the “Contractor” .

13. Conflict of Interest' Governmental Conduct Act

The “Contractor” 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 or services required under the Contract. The “Contractor” certifies that the requirements of the Governmental Conduct Act, NMSA 1978 Sections 10-16-1 through 10-16-18, regarding contracting with a public officer or state employee or former state employee have been followed.

14. Amendment

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

15. Merger

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

16. Penalties for violation of law

The Procurement Code, NMSA 1978 Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

17. Equal Opportunity Compliance

The "Contractor" agrees to abide by all federal and state laws and rules and regulations, and Executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the "Contractor" assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If "Contractor" is found not to be following these requirements during the life of this Contract, "Contractor" agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1 (G). By execution of this Contract, "Contractor" acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over all lawsuits arising under or out of any term of this Contract.

19. Workers' Compensation

The "Contractor" agrees to comply with state laws and rules applicable to Workers' Compensation benefits for its employees. If the "Contractor" fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Contract may be terminated by Colfax County DWI Program.

20. Records and Financial Audit

The "Contractor" shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by Colfax County DWI Program. Colfax County DWI Program shall hereby retain the right to audit billings both before and after payment. Payment made under this Contract shall not foreclose the right of Colfax County DWI Program to recover excessive or illegal payments.

21. Indemnification

"Contractor" agrees to defend, indemnify and hold harmless Colfax County DWI Program and Colfax County from all actions, proceedings, 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 Contract, caused by the negligent act or failure to act of the "Contractor", its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the "Contractor" resulting in injury or damage to persons or property during the time when the "Contractor" or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the "Contractor" or any officer, agent, employee, servant, or subcontractor under this Contract is brought against the "Contractor", the "Contractor" shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of Colfax County by certified mail, return receipt requested.

22. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

23. Taxes

By entering this Contract, "Contractor" hereby affirms that she has a valid Combined Reporting System (CRS) number with the New Mexico Department of Taxation and Revenue. "Contractor" hereby affirms to use the applicable Colfax County DWI Program location code for all gross receipts taxes for services provided in Colfax County performed pursuant to this Contract. "Contractor" acknowledges that "Contractor" shall be solely liable for and shall pay to the New Mexico Department of Taxation and Revenue all applicable gross receipts taxes on all monies paid to "Contractor" under this Contract and that Colfax County DWI Program shall have no liability for payment of such tax. "Contractor" also acknowledges that "Contractor" shall be solely liable to the State and Federal government(s) and/or their agencies for all applicable income and self-employment taxes required by law and that Colfax County DWI Program shall have no liability whatsoever for the payment or fulfillment of Contractor's tax liabilities for compensation received in the performance of this Contract.

24. Copies of Contract Valid

The parties agree that fully executed and signed copies of this Contract shall be as valid as the original.

25. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices

Any notice required to be given to either party by this Contract 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:

Colfax County DWI Program:

Attention: Ambrosia Trujillo,
DWI Program Coordinator
112 N. 3rd Street
Raton, NM 87740

"Contractor":
Concha Montano
Concha Montano Consulting
PO Box 1275
Las Vegas, NM 87701

27. Authority.

If "Contractor" is other than a natural person, the individual(s) signing this Contract on behalf of "Contractor" represent and warrant that he or she has the power and authority to bind "Contractor", and that no further action, resolution, or approval from "Contractor" is necessary to enter a binding contract.

IN WITNESS WHEREOF, this Contract shall become fully executed upon the date of the final signature below.

ATTEST: COLFAX COUNTY

Rayetta Trujillo, Colfax County Clerk

By: _____
Colfax County Manager, Monte Gore

Date

Date

By: _____
Commission Chairman

Colfax County DWI Program:

Ambrosia Trujillo, DWI Program Coordinator

Date

Contractor:

Concha Montano,
Montano Concha Consulting Contractor

Date