

Office of the Treasurer

County of Colfax
P.O. Box 98 • Raton, New Mexico 87740

Phone: (575) 445-3171 Fax: (575) 445-0595 Lydia M. Garcia
Treasurer

Alfonso Ortiz

Chief Deputy

February 8, 2023 Board of County Commissioners P. O. Box 1498

Commissioners,

As requested, the receipts and distribution for the 2023 Calendar Year:

	Receipts	Transfers	Disbursements
General Fund	8,977,451	(1,039,451)	8,888,858.
Road	385,984.45	700,000	1,173,956

Transfers from the General Fund that were temporary:

Legislative Appropriation Fund (0472)	\$46,000.00	
Angel Fire Airport Improvement (301-0603)	\$86,545.05	
TOTAL	\$132,545.05	

Permanent transfers from the General Fund:

Total	\$1,055,000.00
Road Department	\$250,000.00
Angel Fire Airport (502-0605)	\$75,000.00
Road Department (204-0402)	\$60,000.00
Road Department Fund (204-402)	\$90,000.00
MCMC Hospital Fund (299-0802)	\$200,000.00
Road Department Fund (204-402)	\$200,000.00
Angel Fire Airport (502-0605)	\$40,000.00
Road Department Fund (204-402)	\$100,000.00
Angel Fire Airport (502-0605)	\$40,000.00

Temporary Transfer Other Funds

Environmental GRT (202-0417) \$75,000.00	Solid Waste (501-0605) \$75,000.00
Total	\$75,000.00

Transfers to the General Fund that were temp from the following accounts:

Legislative Appropriation (218_0472) batch 28912 closed out from prior years	\$43,000.00	
Legislative Appropriation (218-0472)	\$46,000.00	
TOTAL	\$89,000.00	

Other Permanent Transfers

Hold Harmless (102-0394) \$85,159.69	To Bond Series (402-0422) \$85,159.69
Hold Harmless GRT (394) \$3,100,000.00	To General \$3,100,000.00
Hold Harmless GRT (102-0394) \$355,159.69	Bond Series (402-0422) \$355,159.69
TOTAL \$3,540,319.38	\$3,540,319.38

See Attachment: Tiger IX Transfers

- Juxoua

Colfax County Treasurer

Tiger IX					
DATE	Transfer from	10	Transfer to		Dollar Amount
06.16.2023	General Fund	\$	Tiger IX	to cover overdraft	\$2,043,926.19
6 20 23	General Fund	to	Tiger IX	Temporary transfer.cover overdraft	\$5,350,098.42
06.28.23	General Fund		Tiger IX	Resolution to fix negative/Tiger IX Perm	\$7,394,024.61
09 25 2023	Deposit	<u>.</u> . <u>.</u>	Tiger IX	deposit in Tiger IX	\$660,29889
09.26.2023	Tiger IX	9	General	Approved final Budget FY 23-24 Perm	\$660,298.89
09 27 2023	Deposit	<u>.c</u>	Tiger IX	deposit Tiger IX	\$3,738,818.97
09.27.2023	Tiger IX	to	General Fund	per approved final budget FY 23-24 Perm	\$3,738,818.97
Ralance	to Gneral Fund				\$2,994,907.14







P.O. Box 1498 • Raton, New Mexico 87740 Ph. (575) 445-3661 • Fax. (575) 445-2902 www.co.colfax.nm.us

Resolution #2024-06

Fee Schedule for Colfax County

WHEREAS the Colfax County Board of Commissioners desire to establish the fee schedule for County charges; and

THEREFORE, the Colfax County Board of Commissioner sets the following fee schedule:

Colfax County Fee Schedule

(1) Copy	\$1.00/page
(2) Fax (local)	\$1.00
(3) Fax (long distance)	\$2.00
(4) Returned Check	\$35.00
Colfax County Property Rental Fees	
(1) Colfax County Event Center up to 200 people	\$300/daily
(2) Colfax County Event Center over 200 people	\$400/daily
(3) Colfax County Event Center up to 100 people-6 hr. day	use \$150/daily
(4) Raton Airfield	\$200/daily
(5) Raton Airport Hanger	\$300/daily
(6) Colfax County Airport @ Angel Fire Airfield	\$300/daily
(7) Colfax County Airport @ Angel Fire Hanger	\$400/daily

*** All agreements will require proof of insurance and a cleaning/damage deposit of \$250.00***

Colfax County Subdivision Fees

(1) Copy of Regulations	\$17.50
(2) Copy of Resolutions	\$1.00/page
(3) Summary Review Subdivision Application	\$200
(4) Subdivision Application Fee	\$600/\$20/lot
Claim of Exemption	\$300 - \$700
Vacation of Plats-No conveyances	\$400 - \$750
Vacation of Plats-With 1 or more conveyances	\$500/\$20/lot
Variance	\$500
Variance	

Colfax County Assessor Fees

(1) Document Service

(2) Sheriff Security (2 hr. minimum)

Colfax County Assessor Fees	
(1) Recording fees first 10 entries/additional 10 entries	\$300
(20 Specific area GIS Report	\$150
(3) Maps- 18x24	\$7.00 Copy
prints	\$10.50
(4) Maps- 24x36	\$10.00/Copy
prints	\$18.00
(5) Maps- 48x36	\$20.00 copy
prints	\$50.00
Colfax County Clerk Fees	
(1) Recording fees first 10 entries	\$25.00
additional 10 entries	\$25.00
(2) Death Certificate	\$25.00
(3) Marriage License	\$25.00
(4) Regular copy of Marriage License	\$2.00
(5) Certified copy of Marriage License	\$5.00
(6) Plats 11x1	\$1.00
(7) Plats 18x24	\$7.00
(8) plats larger than 18x24	\$10.00
(9) Burned CD	\$15 +.05 image
Colfax County Manager's Office	
(1) Encroachment Permit	\$100/\$500 Bond
(2) IPRA Request	\$1.00/page
(3) IPRA Request	\$25.00/CD
(4) Solid Waste/Residential	\$210/year
(5) Solid Waste/Commercial	\$70/month
(6) Assignment of E-911 Address	\$25.00
(7)E-911 Address Verification	\$10.00
(8) County GIS Report	\$300.00
(9) Specific Area GIS Report	\$150.00
(10) Wind Permit Review	\$500.00
(11) Wind Permit	\$3,000.00
Colfax County Sherriff's Office	

\$42.00

\$50/deputy/hr.

Colfax County Airport @ Angel Fire

\$10/day \$60/wk. \$120/mo. (1) Ramp Fees-Single/Sm Twin \$15/day \$90/wk. \$180/mo. (2) Ramp Fees-Medium Twin \$20/day \$120/wk. \$240/mo. (3) Ramp Fees-Large Twin \$50/day \$300/wk. \$600/mo. (4) Ramp Fee-Small Jet \$75/day \$400/wk. \$1200/mo. (5) Ramp Fee-Medium Jet \$100/day \$500/wk. \$1500/mo. (6) Ramp Fee-Large Jet \$50/day \$300/wk. \$600/mo. (7) Helicopters \$50/daily \$150/wk. \$350/mo. (8) Hanger Fee-Single Engine \$75/daily \$225/wk. \$700/mo. (9) Hanger Fee-Small Twin \$125/daily \$375/wk.\$1100/mo. (10) Hanger Fee-Medium Twin \$150/daily \$450/wk.\$1250/mo. (11) Hanger Fee-Large Twin \$300/daily \$1200/wk\$3500/mo. (12) Hanger Fee-Small Jet \$200/daily \$1000/wk. \$3500/mo. (13) Helicopter \$125.00 (14) Landing Fess/Charter \$100/hour (15) After Hours Fees \$7,500 (16) GPU \$130/mo. \$1300/annual (17) Parking Fees-Inside Auto \$50/mo. \$500/annual (18) Parking Fees-Outside Auto \$500/annual & tie down (19) Parking Fees-Combo single/twin \$500/annual & tie down (20) Parking Fees- Combo medium twin \$750/annual & tie down (21) Parking Fees-Combo twin & turbo \$1500/annual & tie down (22) Parking Fees-Combo small jet 3% of all charges (23) Credit Card Fee

Approved in open meeting this 13th day of February 2024.

COLFAX COUNTY BOARD OF COMMISSIONERS

	CHAIRMAN, Si Trujillo
	VICE-CHAIR Mary Lou Kern
	MEMBER, Bret Wier
ATTEST:	
	Rayetta M. Trujillo, CLERK OF THE BOARD

Date: _____



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

Lodger's Tax Request Form

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

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

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

Commissioners':		
Name: Freedom Outlaw Fabrication	Address: 2210 High	way 21
City: <u>Miami</u> State <u>: New Mexic</u>	o Zip Code: <u>87729</u>	
Date of event: Signs labeling the Pavili	ion and rodeo grounds	
Amount Requested: \$17,246.66		
Non-Promotional Funding: \$17,244.60	6	
Promotional Funding:		
Administrative Cost: \$0.00		
BUSINESS NAME & ADDRESS	AMOUNT REQUESTED	RECOMMENDED FOR APPROVAL BY:
Freedom Outlaw Fabrication 2210 Highway 21 Miami NM 87729	\$17,244.66	Colfax County Lodgers Tax Tina Colangelo Lodger's Tax Clerk
Miami NM 87729		
APPROVED BY BOARD OF COMMISSIONE	RS:	

ESTIMATE

Freedom Outlaw Fabrication LLC freedomoutlawfab@gmail.com

2210 Highway 21 Miami, NM 87729 +1 (575) 447-8000



Colfax County

Bill to

Colfax County

Ship to

Total

Colfax County

Estimate details

Estimate no.: 1050

Estimate date: 09/21/2023 Expiration date: 01/01/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.	01/01/2024	Sign/Installation Price Includes manual labor and equipment rates		1	\$1,000.00	\$1,000.00
2.		Metal Materials Includes materials and paint		1	\$500.00	\$500.00

Expiry date	01/01/2024

\$1,500.00

Tina Colangelo

From:

Austin Luksich <freedomoutlawfab@gmail.com>

Sent:

Monday, November 27, 2023 3:05 PM

To: Subject: Tina Colangelo Re: Pavilion Sign

Hi Tina! I apologize for the delay. I hope you had a great Thanksgiving weekend! Here is a proof of the Harrelson Pavilion Sign. I think black will pop the best against that red building. We can get this one finished up in the next couple weeks. I'll speak with Austin on a delivery date.

As for the Jim Young Arena, he hasn't got the chance to get back out there. He has been trying to finish up some deadline projects here in town. As soon as he wraps those up, I will be in contact with you about the entrance arch. Thank you so much! I'll be in touch soon.



On Mon, Nov 20, 2023 at 3:33 PM Tina Colangelo < tcolangelo@co.colfax.nm.us> wrote:

Jaylyn,

I never got a definite answer from the board members on the color for the sign.

We need to move on it. So, whatever color you think would stand out best.

Any more information on the Jim Young Arena sign?

Tina Colangelo

Freedom Outlaw Fabrication LLC

2210 Highway 21 Miami, NM 87729 US +1 5754478000 freedomoutlawfab@gmail.com



INVOICE

SILL TO Colfax County

SHIP TO Colfax County

INVOICE DATE TERMS

DUE DATE

1265 01/25/2024 Net 30 02/24/2024

DATE		DESCRIPTION	QTY	RATE	AMOUNT
01/01/2024	Sign/Installation	Price Includes manual labor and equipment rates	1	1,000.00	1,000,00
	Metal Materials	Includes materials and paint	1	500.00	500.00
		SUBTOTAL			1,500.00
		TAX			0.00
		TOTAL			1,500.00
		BALANCE DUE			\$1,500.00

Freedom Outlaw Fabrication LLC

2210 Highway 21 Miami, NM 87729 US +1 5754478000 freedomoutlawfab@gmail.com



Estimate

#DDRESS
Colfax County

SHIP TO
Colfax County

ESTIMATE DATE

EXPIRATION

1055 02/01/2024 03/01/2024

DATE

DATE		DESCRIPTION	QTY RATE	AMOUNT
<i>5</i> / 11 E	Materials	Include: 6inch square tubing 1/4 in steel plates , concrete, & equipment	7,280.00	7,280.00
	Labor	rentals Include: Installation	8,000.00	8,000.00T
		SUBTOTAL		15,280.00
				466.66
		TAX		
		TOTAL		\$15,746.66

4ccapted By

Accepted Date

Freedom Outlaw Fabrication, LLC 2210 Hwy. 21, Miami, NM 87729

freedomoutlawfab@gmail.com

Name: Colfax County Lodgers Tax Board

Address: Colfax County Event Center , Jim Young Arena 175 Highway 555

Raton, NM 87740

Phone: 575-445-9661 Email: tcolangelo@co.colfax.nm.us
Product: JIM YOUNG ARENA Entrance / Overhang

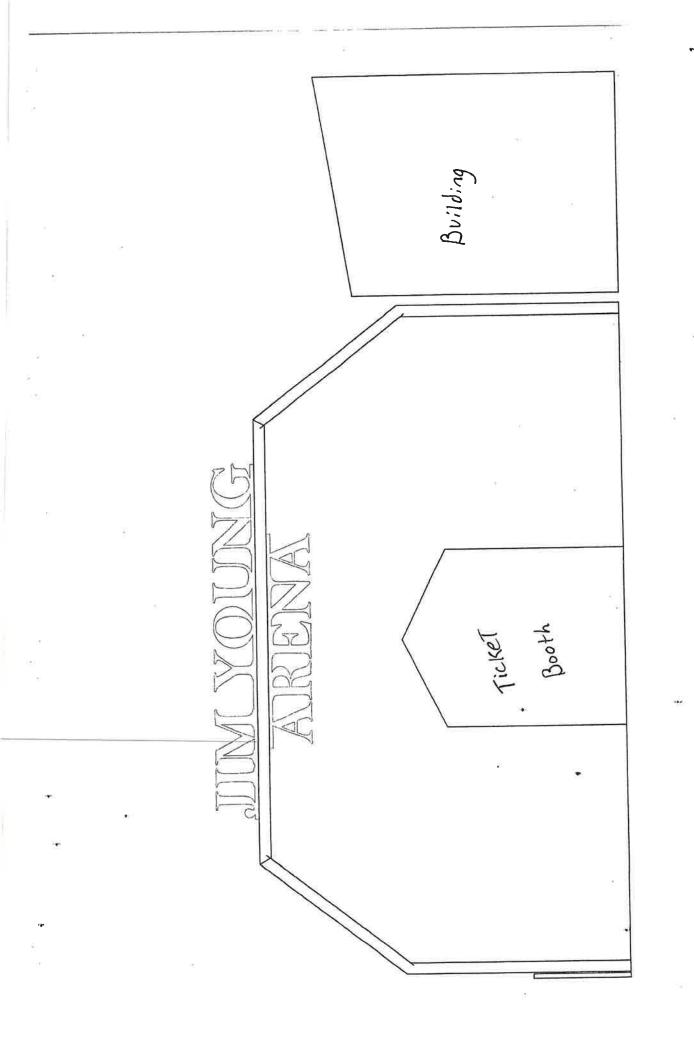
Dimensions can be changed if wanted.

Dimensions: Entrance Way: 18'6" x 30'

Signage: JIM YOUNG ARENA	ANY changes that you would like to make, please note them on this form and return. We
Sign Color: Freedom Outlaw Fabrication will not be responsible for painting the entrance way or the wording of JIM YOUNG ARENA	will send an updated form to be approved.
This is a proof for the entrance way and design only.	
Remarks or changes to make:	
A new approval form will be presented with	changes as remarked
Signature is required to make change	
	marks or changes, and approve of the presented.
Print and sign below:	
Approved by (print):	
Sign:	Date:

Once this form has been signed and returned you are fully responsible for any changes or remarks made after submission.

ADRIENA



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Lodger's Tax Advisory Board Meeng June 5, 2023, 9:00 a.m.

Draft Minutes

- 1. Call to Order: 9:06 am
 - Call to Order by Vice Chair Shelly Quartieri
 - Present Officers: Lodgers Tac Clerk Tina Colangelo, Vice Chair Shelly Quartieri, Members Angel Campbell, Laurie Bunker, and Ursula Garcia. Absent Member Keith Chamberlain
- Approve Agenda:
 - Shelly motioned to approve the agenda, Angel second, all in favor.
- 3. Approve Lodgers Ta Advisory Meeting Minutes.
 - Email approval, Shelly motioned to approve, Angel second. All in favor.
- 4. Recognized Visitors:
 - Roy Fernandez, Colin Tawney, Connie Martinez, Kim Davis, Tammy Lepp, and telephone
 Sheila Seabloom
- 5. Public Comment:
 - None
- 6. New Business:
 - Signage @ Event Center, Jim Young Arena, Harrelson Pavilion. Roy Fernandez spoke of the background on the Rodeo Arena and the Pavilion. Roy suggested that we recognize that these were originally honored and named. Since the new Colfax County Event sign has been placed and there is no memorability recognizing this. Roy will research a narrative for the signs. Roy will work with Tina on ideas for signage recognizing Jim Young Arena and the Harrelson Pavilion. Laurie motioned to approve; Ursula seconded. All in favor
 - Discuss signage for the Raton Airport Hanger: Tina discussed what Chairman Trujillo's
 ideas on a sign for the Raton Airport Hanger. The board felt that Chairman Trujillo should
 come and discuss his ideas. The board felt the building needs lots of updates and the
 money spent on such a run-down hanger would not benefit Colfax County.
 - Promotional Funding Request- Center for Community Innovations, Supercross: Connie Martinez and Kim Davis presented their request. After discussion, it was motioned by Shelly and seconded by Laurie that this application needs to be revised and brought back to the board at the July 3rd meeting.
 - Promotion and non-promotional request, Raton Open Rodeo, TA Rodeo: Shelly motioned to approve \$10,000.0 (\$4259.83 for non-promotional, \$5740.17 for promotional) Laurie seconded, all in favor.
 - Promotional Funding, Colfax Tavern & Diner LLC, July 4th Live Music Weekend: Ursula motioned to approve \$1000.00 for advertising, Angel seconded, all in favor.
 - Promotional Funding Request, Blu Dragonfly Brewing LLC, Swap Meet-Run to Raton:
 Colin Tawney presented his application. It was discussed and the board advised Tawney
 Lodger's Tax cannot pay for t-shirts that are for resale. After requoting KCRT advertising
 amount and adding Patricia Duran for social media the total amount for request will be
 \$8000.00. Shelly motioned to approve; Laurie seconded all in favor.

Lodger's Tax Advisory Board Meeng June 5, 2023, 9:00 a.m. Draft Minutes

 Promotional Funding Request, KRDO TV (Pikes Peak Broadcasting): Sheila presented her application of \$12,000.00 request. Shelly motioned to revise the application with a \$6000.00 cap and bring the request back to the board at the July 3rd meeting. Laurie seconded the motion, all in favor.

7. Other:

- Shelly stated the Veterans Fishing in Vermejo is open to the state of NM Veterans. Which
 will be held August 19, 2023. It will include four fishermen with an overnight stay at
 Vermeio.
- 8. Next Meeting: July 3, 2023
- 9. Adjourn: 10:48 am

June 5, 2023

Lodger's Tax Advisory Meeting

(Name)

In Support (Organization)

13	
Por Formander Tommer Lieff Colin Barrer Commit Martinez	Colfay County Brewns
Shill Quarties Kein Daw Insula Foncia	CCLTBOARD - Coltan Taven
Argel Campbile	**

Tina Colangelo

From:

Tina Colangelo

Sent:

Tuesday, August 8, 2023 5:14 PM

To:

youngjun.roh@rimonlaw.com

Cc:

Monte Gore

Subject:

Colfax County Event Center

Attachments:

Special Events Requirement.pdf; Special Events Requirement Minutes May 14, 2019.pdf;

Special Events Requirement Minutes March 14, 2022.pdf; Overnight Stay Contract.pdf;

Overnight Stay Contract Minutes April 26, 2022.pdf

HI Jun,

Just reaching out for your assistance/clarification:

1. Can you review the Special Events Contract and confirm it is an acceptable contract. My hopes are to utilize the event center more in the future and maybe have a contract that is a little more user friendly.

2. Can you review the Overnight Stay Contract and confirm that you stated what was added in the minutes or if you approved the Overnight Stay Contract? I have the same hopes for a more user-friendly contract as well.

The cost for rental is appropriate for use.

Tina Colangelo

Colfax County Executive Assistant/Lodger's Tax Clerk PO BOX 1498 Raton, NM 87740 575-445-9661 tcolangelo@co.colfax.nm.us



Colfax County

Tina Colangelo

From:

Young Jun Roh <youngjun.roh@rimonlaw.com>

Sent:

Wednesday, August 9, 2023 8:57 AM

To:

Tina Colangelo

Cc:

Monte Gore; Tamara Halvorson

Subject:

RE: Colfax County Event Center

Follow Up Flag:

Follow up

Flag Status:

Completed

Good morning, Tina, they look okay to me. But in order to be consistent, can you also insert the following term in the special event permit as well as in the over night stay permit? If you would have any other questions please do not hesitate to contact me. Thanks. Jun.

MISCELLANEOUS

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

Each party shall be solely responsible for fiscal or other sanctions occasioned because of its own violation or alleged violation of requirements applicable to the performance of the Application. Each party shall be liable for its actions subject to the immunities and limitation of the New Mexico Tort Claims Act.

This Application shall be construed in accordance with the laws of the State of New Mexico. The parties agree that proper venue shall be Colfax County District Court (8th Judicial District Court).

Young Jun Roh | Partner

RIMÔN PC

+1 505.437.2220 | youngjun.roh@rimonlaw.com 500 Marquette Avenue NW, Suite 1200, Albuquerque, NM 87102

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This e-mail is sent by a law firm and contains information that may be confidential or privileged. If you have received this communication in error, please reply to the sender (only) and then please delete this message from your inbox as well as any copies. Thank you.

From: Tina Colangelo <tcolangelo@co.colfax.nm.us>

Sent: Tuesday, August 8, 2023 5:14 PM

To: Young Jun Roh <youngjun.roh@rimonlaw.com>

→ Cc: Monte Gore <mgore@co.colfax.nm.us>

Subject: Colfax County Event Center

HI Jun,

Just reaching out for your assistance/clarification:

May 14, 2019 Regular Meeting

County Manager Kern presented to the Board a Special Event Requirement Form designed by Attorney Kamm and herself. She stated the form is universal and can be used for other events within the County. County Manager Kern also presented a form of Proposed Rental Fees for the County Properties. She requested the Board present and express their recommendations. County Manager Kern stated the prices are modest due to the public owning the venues and the intentions are not to produce profit but to cover any expenses the County may acquire for the use of the property. Rental fees include: Raton Airport Hangar \$200.00/day, Raton Airfield \$200.00/day, Pavilion \$200.00/day up to 200 people or \$300.00/day over 200 people, Angel Fire Airfield \$200.00/day, Angel Fire Hangar \$300.00/day, and all agreement require proof of insurance and a cleaning/damage deposit of \$250.00. She stated all individuals are required to obtain insurance if they do not have insurance. County Manager Kern stated the NM Counties offer a Tulip Policy available to renters for approximately \$150.00 depending on the number of people expected to attend the event and if alcohol will be obtained for the event. There was discussion over the required insurance coverage. Chairman LeDoux questioned if addressing the alcohol guidelines can be added to the form and stated there was a modification on page 5. County Manager Kern stated she would add all the modifications into the final contract. Commissioner Newton stated an alcohol addendum can be added to the contract addressing alcohol regulations and requirements. He questioned the capacity of the Pavilion. County Manager Kern stated the capacity of the Pavilion is 299. The Commissioners agreed the fees are reasonable. Commissioner Newton made a motion to approve the Special Event Requirements with the modifications incorporated into the final contract. Chairman LeDoux seconded the motion. The motion carried unanimously.

Discuss/Action - Sale of 116 South 3rd Street, DWI & YES Building

County Manager Kern stated the District Attorney's Office moved into the Tri-County Building and the DWI & YES Programs will be moving into the previous District Attorney's Office. She proposed the building located at 116 South 3rd Street known as the Annex or the previous DWI & YES Building be appraised for potential sale. County Manager Kern stated the building is in the original townsite and has unique rules and regulations. She stated the property is unnecessary and the County can allocate funds more effectively with the sale of the building. Commissioner Newton stated there are procedures to follow and will require approval from DFA once a bid or an offer is established. County Manager Kern stated the County will place the building for sale excluding a realtor. Chairman LeDoux stated once the building is appraised it will require the Commission's final recommendation. Commissioner Newton made a motion to approve the Sale of 116 South 3rd Street, DWI & Yes Building. Chairman LeDoux seconded the motion. The motion carried unanimously.

Discuss/Action – Setting of Contract Fees for Vector Control Services

County Manager Kern presented Vector Control Services Agreement for the City of Raton in the amount of \$3,000.00, Village of Maxwell in the amount of \$1,000.00, Village of Cimarron in the amount of \$1,000.00, Town of Springer in the amount of \$1,000.00, and the Raton Country Club in the amount of \$1,000.00. She stated the approval of the contracts are for the setting of the fees. County Fire Marshal Nick Cardenas stated the new Vector Control employee attended classes and is in the process of taking his federal and state required tests for a certification. Commissioner Newton stated if a person does not want their area sprayed they can put their name on a list. Commissioner Newton made a motion to approve the Setting of Contract Fees for Vector Control Services as presented. Chairman LeDoux seconded the motion. The motion carried unanimously.

 Closed Session Pursuant to NMSA 1978, Section 10-15-1-H(2): Limited Personnel Matters, Colfax County Manager – Annual Evaluation the Memorandum of Understanding between the New Mexico Department of Game and Fish and Colfax County. Commissioner Wier seconded the motion. Chairman Fernandez asked for a roll call vote, the Clerk polled the Commissioners. Commissioner Wier – aye. Commissioner LeDoux – aye, and Chairman Fernandez – aye. The motion carried unanimously.

Discuss/Action - Claim of Exemptions/Subdivisions Filing Procedures

Amanda Segura stated she was bringing this to the Commission as there was a difference in opinion as to how the Claim of Exemptions were being processed. The Claim of Exemptions Clerk and the County Clerk were not in agreement as to how the exemptions should be handled. Amanda stated she felt the Clerk's staff should handle the Claim of Exemptions once they are received by her office and if the Claim of Exemption is approved, she or the Clerk's Office would mail the documents back with a price to have the document recorded. Amanda stated if it was denied, the packet would be returned by the County Clerk's Office. County Clerk Trujillo stated in the past, the packets were brought to her office and when the money for the exemption was receipted, the staff would give the recording fees to whoever was in charge of doing the exemptions. County Clerk Trujillo stated once Commission approved the Claim of Exemption, she would attest the signatures on the original exemption and return the packet with the rest of the originals to the Manager's Office. County Clerk Trujillo stated she would not have a document in her office which payment was not available for recording or which had not been approved by the Commission. Chairman Fernandez stated he spoke with Sandra Salazar who did the Claim of Exemptions prior to Amanda and there was never a problem with how things were handled then. He stated Sandra explained that she would bring the packet down and asked what the fees were to record the document and let the property owner know. Commissioner Wier stated he was in-favor of policies and procedures. Chairman Fernandez stated he felt this did not need to be brought to the Commission and handled in the Department and he did not feel they could direct an elected official to follow a policy as the elected officials were bound by State Statutes to do their job. Commissioner Wier made a motion to approve the Claim of Exemptions/Subdivisions Filing Procedures as presented. The motion died due to the lack of second. Chairman Fernandez stated he would speak to the attorney regarding this issue.

Discuss/Action - Transfer of Vehicle from the Colfax County Road Department to the Colfax County Vector Control

County Manager Kern stated that the Road Department offered to transfer one of their older vehicles to the Vector Control and is recommending approval. Commissioner Wier made a motion to approve the Transfer of Vehicle from the Colfax County Road Department to the Colfax County Vector Control. Commissioner LeDoux seconded the motion. Chairman Fernandez asked for a roll call vote, the Clerk polled the Commissioners. Commissioner Wier - aye, Commissioner LeDoux - aye, and Chairman Fernandez - aye. The motion carried unanimously.

17. Discuss/Action - Special Event Requirements Application for 1/2 Day Rental

County Manager Kern stated there have been several requests for a half day rental at the pavilion and she is requesting approval for half day rentals for events such as baby showers or birthday parties and these events are not allowed to have alcohol. Commissioner Wier made a motion to approve the Special Event Requirements Application for ½ Day Rental. Commissioner LeDoux seconded the motion. Chairman Fernandez asked for a roll call vote, the Clerk polled the Commissioners. Commissioner Wier - aye, Commissioner LeDoux - aye, and Chairman Fernandez - aye. The motion carried unanimously.

18 Discuss/Action - Resolution #2022-15, Fee Schedule for Colfax County Fees

County Manager Kern stated the only changes from last year are a returned check fee that was requested by the County Clerk, an increase fee for CD production at the detention center and adding a half day rental fee for the pavilion and is recommending approval. Commissioner Wier made a motion to approve Resolution #2022-15, Fee Schedule for Colfax County Fees. Commissioner

Amanda Segura stated that there are several events that are going to be taking place at the Event Center and the participants are asking to be able to stay overnight. Amanda stated she contacted the attorney and the attorney suggested to put a contract in place if the county was going to allow them to stay. Amanda stated she needed to add the fire restrictions to the contract. Commissioner Wier made a motion to approve the Colfax County Event Center. Overnight Stay Contract. Commissioner LeDoux seconded the motion. Chairman Fernandez asked for a roll call vote, the Clerk polled the Commissioners. Commissioner Wier – aye, Commissioner LeDoux – aye, and Chairman Fernandez – aye. The motion carried unanimously.

29. Discuss Action - Lodger's Tax Funding Request Non-Promotional - Supercross

Lodger's Tax Clerk Amanda Segura stated this request goes under non-promotional and the request is for the purchase of porta potties, roll-offs, and alcohol permit for the event taking place at the Colfax County Event Center, Amanda stated this has been reviewed and approved by the committee. Commissioner LeDoux made a motion to approve the Lodger's Tax Funding Request Non-Promotional – Supercross, Commissioner Wier seconded the motion. Chairman Fernandez asked for a roll call vote, the Clerk polled the Commissioners. Commissioner Wier – aye. Commissioner LeDoux – aye, and Chairman Fernandez – aye. The motion carried unanimously.

30 Discuss Action - Lodger's Tax Funding Request Promotional - Supercross

Lodger's Tax Clerk Amanda Segura stated this request goes under non-promotional and the request is for the Colfax County Event Center to expand the sound system. Amanda stated the committee has reviewed the request and it has been approved. Chairman Fernandez stated this should have stated non-promotional in the title and it was his mistake that it was not put on correctly. Commissioner LeDoux made a motion to approve the Lodger's Tax Funding Request Promotional – Supercross. Commissioner Wier seconded the motion. Chairman Fernandez asked for a roll call vote, the Clerk poiled the Commissioners. Commissioner Wier – aye, Commissioner LeDouxaye, and Chairman Fernandez – aye. The motion carried unanimously.

31 <u>Discuss - Ordinance #2022-01. Amending Ordinance #2017-01. Personnel Policy. Chain of Command Policy</u>

Chairman Fernandez stated that all changes have been made. Commissioner Wier questioned what was changed. Commissioner LeDoux state there was some clean up language he wanted to be to be put in and he sent the changes to Danielle. Chairman Fernandez asked Danielle to send the changes that Commissioner LeDoux requested to Commissioner Wier for him to review.

32. Commissioners' Docket

Commissioner Wier stated there has been a lot going on with the fire and he wanted to thank the citizens of Ute Park for enduring a twelve-hour power outage. Commissioner Wier said he would like to thank the citizens of Colfax County for stepping up and helping and stated it is appreciated. Commissioner Wier stated there is a meeting every morning at 8:00 with local elected officials to communicate and share information and stated that the biggest complaint that they have is the lack of communication or information getting out to the communities that are being affected by the fire.

Commissioner LeDoux stated it is amazing how all the communities come together to help each other out at times like this. Commissioner LeDoux stated that the New Mexico Association of Counties has a County Board Meeting on May 6, 2022, at 9:00 a.m. in Las Vegas.

Chairman Fernandez stated himself and Fire Marshall Nick Cardenas have a meeting with the Farley Fire Station contractor regarding the floor. Chairman Fernandez stated he went to Ocate with Sherriff Bacaon April 22,2022 and the Commissioners held and emergency meeting April 22, 2022, and he thanked County Clerk Truillo. Joana Apodaca and Danielle Avila for helping with



Special Event Requirements

- 1. Contact Name and Information
- 2. Completed Application
- 3. Insurance Information
- 4. Site Plan(s)
- 5. Parking Plan(s)
- 6. Appropriate fees

If Required:

- 7. Porta Potty Contract
- 8. Environment Dept. Food Permit
- 9. Security Contract
- 10. Fire/EMS Contract
- 11. Business Registration Application (provided by the Clerk's Office)
- 12. CRS from Taxation and Revenue
- 13. Business License

INCLUDING THIS INSTRUCTIONAL COVER, THERE ARE 7 PAGES TO THIS PACKET

Application must be complete prior to submittal; incomplete application will be returned. A cleaning damage deposit of \$250.00 and additional fees for County Services will be determined at the time of review. This packet must be received at the County Manager's Office at least thirty (30) days prior to the event.

Any Special Event Sponsor requiring County approval, services, assistance, or other support from the County of Colfax for a special event must provide the following information. The submittal of application does not constitute approval. All applications must be reviewed, and appropriate fees paid prior to issuance of permit.



Application for Special Event Permit

NAME OF EVENT SPONSOR:		
Status: Corporation, limited liability sole proprietorship: Other:		enture, unincorporated association, and
Contact Name:		c
Phone Number:		
Email Address:		
Name of Event:		
Date(s) of Event:		
Event Hours	Set Up Hours	Breakdown Hours
Description of Event:		
SITE FOR EVENT: (list of multiple loc		necessary)
LEGAL DESCRIPTION(S) AND PRESEN	NT ZONING PROPERTY (IES):	
		1,
Projected Attendance:	2 1	
Past Attend:	2	
Number of Workers for Event:		



Rain Policy:	
Date Application Submitted:	
HOLD HARMLESS CLAUSE:	

The Event Sponsor hereby agrees to indemnify and hold harmless the County of Colfax, New Mexico, its agents, public officials, officers, employees, and authorized volunteers, from and against any and all legal actions, claims, damages, losses, or expenses arising out of the event or any activity associated with the sponsor's conduct or operation of the event, including but not limited to, claims for personal or bodily injury, disease or death, or injury to or destruction of property, including without limitation to attorney fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the Event Sponsor's use of public property or operation of the event.

INSURANCE REQUIREMENTS:

Proof of Insurance is required for all events prior to the event. The attached list of Insurance requirements should be reviewed immediately with your Insurance Agent and the Event Sponsor must comply with all requirements. Event sponsors must provide a Certificate of Insurance along with the completed application to the Colfax County Manager's Office, PO Box 1498, Raton, NM 87740. Coverage shall be from companies and in amounts acceptable to the County of Colfax. If the Event Sponsor does not have insurance, a Tenant User's Liability Insurance Protection Policy, (TULIP) is available through:

New Mexico Counties Appendix A, or at https: lltulip.intactspecialty.com/e/tulip/apply.aspx or http://www.onebeaconentertainment.com/ (Venue ID Code: OB31-005).

Failure to provide said coverage in a timely manner is grounds for non-insurance or revocation of the permit.

PRIVATE PROPERTY:

Event Sponsors must provide an acknowledged (notarized) agreement from the property owner allowing the event on their property.

PERMIT FOR USE OF PUBLIC PROPERTY (DESCRIPTION):

The County of Colfax does hereby agree to permit the	
premises for the following date(s): in the	Special Event Permit Application. Event Sponsor further
agrees that within seven (7) days of the conclusion of	the event it will, at its own expense, provide for the
repair, replacement, or maintenance of any damage,	lost or stolen portions of the subject property
including, but not limited to landscaping, street, build	ding or pavement.

CLEANING/DAMAGE DEPOSIT:



Event sponsor will make a cleaning/damage deposit of \$250.00 payable to Colfax County. Said fee will be returned within seven (7) working days-of the end of the event if the facility/grounds are in satisfactory condition.

LIABILITY WAIVER:

The Event Sponsor agrees for itself, and its employees, agents, or volunteers associated or to be associated with the permit being sought, to waive and relinquish all claims that may result in any manner against the County of Colfax, its agents, public officials, officers, employees and authorized volunteers from said sponsored event or activity.

MISCELLANEOUS:

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

This Contract incorporated all the Contracts covenants and understanding between the parties hereto concerning the subject matter hereof, and all such Contracts covenants and understandings have been merged into this written Contract. No prior Contract, covenant or understanding verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

If any part of this Contract is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Contract so long as the remainder of the Contract is reasonably capable of completion.

This Contract represents the entire Contract between the parties relating to the subject matter of this Contract and there are no collateral Contracts or understanding, written or oral. Any additions, variations, modifications, or amendments to this Contract shall be in writing only and signed by all parties.

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

Each party shall be solely responsible for fiscal, or the sanctions occasioned because of its own violation or alleged violation of requirements applicable to the performance of the Contract. Each party shall be liable for its actions subject to the immunities and limitation of the New Mexico Tort Claims Act.

This Contract shall be constructed in accordance with the laws of the State of New Mexico. The parties agree that proper venue be Colfax County District Court (8th Judicial District Court)

The failure of either party to enforce any provisions of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.



Authorized signatures:

I hereby attest that I am authorized to bind the Event Sponsor, its employees, agents, or volunteers associated with or to be associated with the activity for which the permit is being sought, to the terms of this agreement. The Event Sponsor has read and understands all the regulations and requirements outlined herein and hereby agrees to meet all requirements outlined herein and hereby agrees to meet all requirements for documentation, certification, licensing, financial responsibility and all other aspects of staging a Special Event on the County of Colfax, as outlined herein. The Event Sponsor further understands that the lack of meeting all requirements outlined herein may result in the denial or cancellation of the proposed Special Event permit applied for and all terms and stipulations agreed to by:

Witness my hand and seal:	
Applicant Name (please print in front of Notary)	Applicants Signature (sign in front of a Notary)
Title (if applicable)	Date
The foregoing application was signed and acknowledged	d before me this day of,
State of	Notary Public
County of	My commission expires:
	(Seal)



THIS APPLICATION, WITH A DETAILED SITE(S) PLAN ATTACHED, AND ANY OTHER APPLICABLE DOCUMENTS AS OULINED, MUST BE SUBMITTED TO THE COUNTY MANAGER'S OFFICE NO LATER THAN 30 DAYS PRIOR TO THE SCHEDULED OPENING DAY OF THE EVENT.

Applications received late or are incomplete will be denied. Direct mail to Colfax County Manager, PO Box 1498, Raton, New Mexico 87740. Upon receipt, the application will be reviewed, approved, and scheduled, or denied.

APPLICANT MUST ROUTE FOR SIGNATURES:

 Clerk's Office (only for entities engaging in such occur 	ipation, trade, or business):
Signature:	Date:
• Fire/EMS:	
Signature:	Date:
• Sheriff:	
Signature:	Date:
Public Works (only if road closure is required):	
Signature:	Date:
Zoning:	
Signature:	Date:
FOR OFFICIAL USE ONLY:	
Date application received:	
Received By:	
Final Status:	
Date:	
Denial Reason:	
Approved Douglit Struckers	



RENTAL FEES FOR CO	UNTY PROPERTY
Raton Airport Hanger	
363 York Canyon Road	\$300.00/Daily
Raton NM 87740	
Raton Airfield	
363 York Canyon Road	\$200.00/Daily
Raton NM 87740	
Jim Young Arena or Harrelson Pavilion	Up to 100 People
@ Colfax County Event Center	\$150.00/Daily
175 Hwy 555, Raton NM 8774	Half Day Use/Non-Alcohol Events Only
Jim Young Arena or Harrelson Pavilion	
@ Colfax County Event Center	Up to 200 People
175 Hwy 555, Raton NM 8774	\$300.00/Daily
Jim Young Arena or Harrelson Pavilion	Over 200 People
@ Colfax County Event Center	\$400.00/Daily
175 Hwy 555, Raton NM 8774	
Colfax County Airport @ Angel Fire Airfield	
3570.Hwy 64	\$300.00/Daily
Angel Fire, NM 87710	
Colfax County Airport @ Angel Fire Hanger	
3570.Hwy 64	\$400.00/Daily
Angel Fire, NM 87710	

- > All agreements will require proof of insurance and a cleaning/damage deposit of \$250.00.
- > Groups will have the option of in-kind payments.

RODEO PAVILION INVENTORY			
Metal Chairs	101		
Cushion Chairs	12		
White Table 6'	1		
White Table 8'	24		
White Table 4'	1		
Brown Table 8'	4		
Dolly	1		
Trash Cans Large	10		



Approved in open meeting this 13th day of February 2024.

COLFAX COUNTY BOARD OF COMMISSIONERS

Si Trujillo, CHAIRMAN	
Mary Lou Kern, VICE-CHAIR	
Bret Wier, MEMBER	
ATTEST:	
Rayetta M. Trujillo, CLERK OF THE BOARD	



County of Colfax Event Center Overnight Stay Contract

- 1. Contact Name and Information
- 2. Completed Contract
- 3. Colfax County Event Center/Jim Young Arena guidelines
- 4. Colfax County Event Center/Harrelson Pavilion guidelines
- 5. Use of Colfax County Event Center grounds
- 6. Overnight stay for approved events
- 7. Fire use and restrictions
- 8. Appropriate fees

INCLUDING THIS INSTRUCTIONAL COVER, THERE ARE 8 PAGES TO THIS CONTRACT

Application must be completed prior to submittal; incomplete applications will be returned. An additional cleaning deposit of \$100.00 for overnight stays and for County Services will be required. This packet must be received at the County Manager's Office at least thirty (30) days prior to the event.



APPLICATION FOR SPECIAL EVENT OVERNIGHT STAY PERMIT

Any Special Event Sponsor requiring County approval, services, assistance, or other support from the County of Colfax for a special event must provide the following information:

The submittal of application does not constitute approval. All applications must be reviewed, and appropriate fees paid prior to issuance of permit.

Name of Event Sponsor:						
STATUS: Corporation, limited liability company, partnership, joint venture, unincorporated association; and sole proprietorship; other:						
Contact Name: Phone Number:						
						Email Address:
Event Hours	Set Up Hours					
Description of Event:						
SITE FOR EVERNIGHT STAY:	Colfax County Event C 175 Highway 555 Raton, New Mexico 83					
Projected Overnight Attendance:						
Past Overnight Attendance:						
Number of Workers for Overnight S	itay:					
Rain Policy:						
Date Application Made:						



> Overnight stays @ the Colfax County Event Center will be reviewed & considered per event.

Α.	Overnight stays must abide by the following guidelines:
	The Colfax County Event Center/Jim Young Arena will close one (1) hour after the last event and/or awards ceremony. Overnight use of the Jim Young Arena is prohibited.
	The Colfax County Event Center/Jim Young Arena lights must be turned off and the arena must be secured one (1) hour after the last event and/or awards ceremony. The Colfax County Event Center/Harrelson Pavilion will close after the cleaning of the building two (2) hours after approved use time for the event. Overnight use of the Harrelson Pavilion is prohibited.
	The Colfax County Event Center/Harrelson Pavilion lights must be turned off and the doors secured two (2) hours after approved time of use for event.
	No one will be allowed in the Colfax County Event Center Jim Young Arena or Harrelson Pavilion after it has been secured or after stated times of use.
	No illegal drugs will be allowed on the Colfax County Event Center grounds for any reason. All production, sale, distribution, and consumption of alcohol must be in accordance with Colfax County guidelines, State Laws, Federal Laws, and all Liquor Licensing/Alcohol Serving Licensure. Alcohol must be dispensed by an establishment licensed to dispense alcoholic beverages within the stated restricted area. Security will be required for the sale and distribution of alcohol for any event or for use of the Colfax County Event Center grounds. No other alcohol will be allowed on the premises for any reason.
В.	Permission to Occupy/Use:
	In exchange for Users paying the User Fee, Colfax County will permit Users to occupy and use the Colfax County Event Center Grounds for the Permitted Use, so long as the Users are using the grounds in strict compliance with pertinent laws, this Agreement, following all Rules and Regulations, and is otherwise acting responsibly. However, Colfax County reserves the right to revoke this Permission at any time, for any reason or for no reason.
	Users have reviewed and agrees to comply with and abide by the guidelines set forth in this contract and each person listed as User. Users will cause all of User's visitors, guests, and invitees to review and to comply with and abide by the same guidelines when entering the property.



Users will maintain the property and the entire Colfax County Event Center grounds. Users will
return the Colfax County Event Center grounds in the condition which was rented to them. Any
repairs caused by the Users or User's Guests will be at the sole cost and expense of the Users.
All trash must be thrown in designated trash receptacles. If the facility/grounds are in
satisfactory condition, the cleaning deposit will be returned within seven (7) working days of the end
of the event. If for some reason a cleaning/damage deposit was not obtained, Colfax County may
impose on the users a cleaning/damage fee of \$250.00.
The permitted use of the grounds for overnight stays is intended for temporary overnight stays
as per the dates stated in this contract. Users are permitted to temporarily park the User's camper or
motor home, horse trailer, multipurpose trailer, personal car or may set up tents on the Colfax
County Event Center grounds.
Users shall not do or permit anything to be done in or about the Colfax County Event Center
grounds which will in any way obstruct or interfere with the rights of neighboring properties.
Users will supervise underage children and not allow underage children to be in prohibited
places as stated in this contract.
No alterations or improvements may be made to Colfax County Event Center grounds unless
approved by the Board of County Commissioners.
Colfax County will not be liable for any damage to Users personal property or for any accidents
incurred on the Colfax County Event Center grounds.
Fire Restrictions
Colfax County is implementing Stage 1 fire restrictions for the Colfax County Event Center grounds, to reduce the risk of human-caused wildfire during consistent drought conditions, historically low fuel
moisture levels and severe fire weather conditions. The Stage 1 restrictions will go into effect
immediately starting 03/30/2022.
Under Stage 1 restrictions, fires, campfires, charcoal grills, and coal and wood stoves are
allowed only in developed areas developed by Colfax County. Campfires are prohibited throughout
all Colfax County Event Center grounds.
Stoves, lanterns, and heaters fueled by propane, or other liquified petroleum fuels may be
used if they meet manufacturer's safety specifications and have on/off switches. Propane devices
require an area at least three (3) feet in diameter that has been cleared of flammable materials

C.



Smoking is allowed only in enclosed vehicles or buildings, at developed recreation sites while standing in an area at least three (3) feet in diameter that has been cleared of all flammable material. Fireworks and other pyrotechnic devices are always prohibited on all Colfax County Event Center grounds unless approved by the Board of County Commissioners and fire personnel are notified and on standby.

Federal, state, local officers, members of an organized rescue team or firefighting force and any other authorized by permit are exempt from the closure order.

Permitted Users of the Colfax County Event Center grounds are asked to use extreme caution when fire restrictions are in place. Violations are punishable as a Class B misdemeanor by a fine of not more than \$5,000 for individuals and \$10,000 for organizations and/or imprisonment for not more than six (6) months subject to pertinent statutory application, amendment, or changes thereof.

____ The fire restrictions for Colfax County Events Center grounds are in place until further decision is made.

Cleaning/Damage Deposit:

Event sponsors will make an additional cleaning/damage deposit of \$100.00 payable to Colfax County. Said fee will be returned within seven (7) working days of the end of the event if the facility/grounds are in satisfactory condition.

Hold Harmless Clause:

The Event Sponsor hereby agrees to indemnify and hold harmless the County of Colfax, New Mexico, its agents, public officials, officers, employees, and authorized volunteers, from and against any and all legal actions, claims, damages, losses, or expenses arising out of the event or any activity associated with the sponsor's conduct or operation of the event, including but not limited to, claims for personal or bodily injury, disease or death, or injury to or destruction of property, including without limitation to attorney fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the Event Sponsor's use of public property or operation of the event. The parties acknowledge that the Event Sponsor or its employees or agents are not an agent or employee of the County, and they have no authority to contract, incur liabilities, obligate, nor commit Colfax County in any form, fashion, or manner.

INSURANCE REQUIREMENTS:

Proof of Insurance is required for all events prior to the event. The attached list of Insurance requirements should be reviewed immediately with your Insurance Agent and the Event Sponsor must comply with all requirements. Event sponsor must provide a Certificate of Insurance along with the completed application to



the Colfax County Manager's Office, PO Box 1498, Raton, NM 87740. Coverage shall be from companies and in amounts acceptable to the County of Colfax. If the Event Sponsor does not have insurance, a Tenant User's Liability Insurance Protection Policy, (TULIP) is available through:

New Mexico Counties Appendix A, or at https: lltulip.intactspecialty.com/e/tulip/apply.aspx or http://www.onebeaconentertainment.com/ (Venue ID Code: OB31-005).

Failure to provide said coverage in a timely manner is grounds for non-insurance or revocation of the permit.

PRIVATE PROPERTY:

Event Sponsors must provide an acknowledged (notarized) agreement from the property owner allowing the event on their property.

LIABILITY WAIVER:

The Event Sponsor agrees for itself, and its employees, agents, or volunteers associated or to be associated with the permit being sought, to waive and relinquish all claims that may result in any manner against the County of Colfax, its agents, public officials, officers, employees, and authorized volunteers from said sponsored event or activity.

MISCELLANEOUS:

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

This Contract incorporated all the Contracts covenants and understanding between the parties hereto concerning the subject matter hereof, and all such Contracts covenants and understandings have been merged into this written Contract. No prior Contract, covenant or understanding verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

If any part of this Contract is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Contract so long as the remainder of the Contract is reasonably capable of completion.

This Contract represents the entire Contract between the parties relating to the subject matter of this Contract and there are no collateral Contracts or understanding, written or oral. Any additions, variations, modifications, or amendments to this Contract shall be in writing only and signed by all parties.

This Contract does not create, nor does either party to this Application intend to create any right, title, or interest in or for the benefit of any person other than the County or the Event Organizer or Group, and no



person shall claim any right, title, or interest under this Application, or seek to enforce this Application as a third-party beneficiary of this Application or otherwise.

Each party shall be solely responsible for fiscal, or the sanctions occasioned because of its own violation or alleged violation of requirements applicable to the performance of the Application. Each party shall be liable for its actions subject to the immunities and limitation of the New Mexico Tort Claims Act.

This Contract shall be constructed in accordance with he laws of the State of New Mexico. The parties agree that proper venue be Colfax County District Court (8th Judicial District Court)

The failure of either party to enforce any provisions of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

NOTIFICATIONS. Except as otherwise provided in this Contract, any notifications required to be provided under the terms of this Contract to the County, shall be delivered by certified mail, return receipt requested or by personal services or US mail to the following person:

For the County

Colfax County Manager Colfax County PO Box 1498 Raton NM 87740 (575) 445-9661

PERMIT FOR USE OF PUBLIC PROPERTY (DESCRIPTION):				
The County of Colfax does hereby agree to permit the use for\$ premises for the following date(s):	per day, the above-described in the Special Event Permit Application.			
Event Sponsor further agrees that within seven (7) days of the expense, provide for the repair, replacement, or maintenance of subject property including, but not limited to landscaping, street	conclusion of the event it will, at its own of any damage, lost or stolen portions of the			



FOR OFFICIAL USE ONLY:

Date application received:	
Received By:	
Final Status:	
Date:	
Denial Reason:	
Approval Permit Number:	
associated with or to be associated with the active this agreement. The Event Sponsor has read and herein and hereby agrees to meet all requirement requirements for documentation, certification, like staging a Special Event on the County of Colfax, a	event Sponsor, its employees, agents, or volunteers vity for which the permit is being sought, to the terms of understands all the regulations and requirements outlined ats outlined herein and hereby agrees to meet all censing, financial responsibility and all other aspects of as outlined herein. The Event Sponsor further understands and herein may result in the denial or cancellation of the literms and stipulations agreed to by:
Witness my hand and seal:	
Applicant Name (please print in front of Notary)	Applicants Signature (sign in front of a Notary)
Title (if applicable)	Date
	ged before me this day of,,
State of)	
) ss County of)	Notary Public

(Seal)



Approved in open meeting this 13^{th} day of February 2024.

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 FINANCIAL POLICIES and PROCEDURES

February, 13, 2024

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FINANCIAL POLICIES

The financial policies set forth are for the clarification of roles, authority and basic responsibilities for the financial management of the County of Colfax. These policies are intended to assist members of the Governing Body and County staff to better understand the function and obligation to the County of Colfax. These policies may be reviewed on an annual basis and modified to accommodate changing circumstances or conditions.

GENERAL LEDGER AND CHART OF ACCOUNTS OVERVIEW

The general ledger is defined as a group of accounts that supports the information shown in the financial statements. The general ledger is used to accumulate all financial transactions of the County of Colfax, and is supported by subsidiary ledgers that provide details for certain accounts in the general ledger. The general ledger is the foundation for the accumulation of data and reports.

Chart of Accounts

The chart of accounts is the framework for the general ledger system, and therefore the basis for the County of Colfax's accounting system. The chart of accounts consists of account titles and account numbers assigned to the titles. General ledger accounts are used to accumulate transactions and the impact of these transactions on each asset, liability, revenue and expense account. The fiscal staff or designee by Colfax County Manager is responsible for maintaining and revising the chart of accounts as needed.

County of Colfax's Chart of Accounts is comprised of five types of accounts:

- 1. Assets
- 2. Liabilities
- 3. Fund Balance
- 4. Revenues
- 5. Expenses

Fiscal Year of the County

The County of Colfax shall operate on a fiscal year that begins on July 1st and ends on June 30th

Journal Entries

All general ledger entries, including those that do not originate from a subsidiary ledger, shall be created and supported by journal entry reports, which shall include a reasonable explanation of each entry. Examples of journal entries include:

- Correction of posting errors
- Adjusting and reclassification entries
- Revenue from individual departments

It is the policy of the County of Colfax that all journal entries not originating from the subsidiary ledgers shall be authorized in writing on the posted transactions report by initialing or signing the entries. The following procedures are performed by the Financial Specialist when recording a general journal entry:

- The journal entry shall include the date, account numbers, description of the transaction and amount.
- The entry is recorded in the system with a reference number.
- The entries are posted and updated within the system.
- All supporting documentation is attached and filed for future review.
- All entries are verified and reviewed at month end.

1. Annual Budget

1.1 Budget Form

The County Manager along with the Financial Specialist, prior to the end of April each year, shall meet with the Governing Body to review the proposed annual budget covering the next fiscal year. The budget including the General Fund, Special Revenue Funds, and Enterprise Funds shall contain the following information:

- a presentation by the Finance Director discussing the proposed financial plan for the next fiscal year;
- budget summaries for the General Fund, Special Revenue Funds and Enterprise Funds, shall include a beginning fund balance, estimated revenues, operating expenditures, capital outlay and ending fund balance;
- proposed capital projects and equipment, debt service expenditures, along with comparisons of estimated expenditures to three prior year actual expenditures;
- proposed revenues, by source, for the budget year, with comparisons to three prior year actual revenues; and
- proposed staffing additions.

1.2 Basis of Budgeting

The budget basis of accounting differs from generally accepted accounting principals (GAAP) used for preparing the County's annual financial reports. The major difference is that revenue and expenditures are budgeted on a cash basis with encumbrances (contractual commitments to be performed) considered the equivalent of expenditures rather than GAAP required reservation of fund balance.

1.3 Budget Calendar and Roles and Responsibility

The County's budget is developed on an annual basis. The County's fiscal year begins on July 1st and ends on the following June 30th. Key milestones are as follows:

- 1. Budget packages for annual preparation, which include forms and instructions, shall be distributed to County departments no later than March 1st.
- 2. Departments must return their proposals no later than March 15th.
- 3. The Financial Specialist and the County Manager review the department budget proposals, making any additions or deletions that are determined appropriate.
- 4. The proposed budget shall be presented to the Commission no later than April 30th. The Commission reviews the budget and provides written comments at the budget workshop.
- 5. The recommended proposed budget should be submitted to the Governing Body no later than the second regularly scheduled meeting in May or a special meeting may be called to meet the May 30th deadline. The Commission will approve the interim budget for submission to DFA.
- 6. At fiscal year-end; June 30th cash positions are established. After which the Governing Body makes a final review and approves the final budget by resolution no later than the second regularly scheduled meeting in July or a special meeting may be called to meet the July 31st deadline.

1.4 Budget Control System

The Financial Specialist is responsible for maintaining a budgetary control system to ensure adherence to the adopted budget. On a quarterly basis, the Financial Specialist will prepare summary reports that compare actual revenues and expenditures to budgeted amounts. These reports are presented to the Governing Body to keep them informed of the County's operating performance. Monthly budget reports are distributed to and reviewed by the County Manager and Department Directors.

One aspect of budget control is the process for approving amendments to the operating budget or budget transfers. An increase/decrease to budget require approval by resolution of the Governing Body.

1.5 Balance Budget Definition

All funds are required to balance. As such, total anticipated revenues must equal the sum of budgeted expenditures for each fund. Revenues are derived from four sources: current revenue charges; increases in existing revenue charges; new revenue sources; and unallocated reserves carried forward from prior years.

Revenues

2.1 Revenue Diversification and Stabilization

The County will strive to maintain revenues from diversified sources. The County also receives fees and payments in lieu of taxes. The County also receives property taxes and lodger's tax. Fees for services are also monitored on an annual basis. To address this inherent volatility, the County shall pursue strategies to promote economic development and diversification to strengthen its overall economic base.

2.2 One-Time Revenues and Unpredictable Revenues

The County shall use one-time or unpredictable revenues for capital expenditures or for expenditures required by the revenue, and not subsidize recurring personnel, operational or maintenance costs.

2.3 New Revenues

For any proposed additional revenue source the following criteria will be considered:

- 1. Community acceptability.
- 2. Competitiveness the revenue or tax burden of the County relative to neighboring communities.
- 3. Diversity the balance of revenue sources that can withstand changes in the business cycle.
- 4. Efficiency the cost of administering a tax or fee should bear a reasonable relation to revenues collected, and any new tax or fee should have minimal effect on private economic decisions.
- 5. Fairness the distribution of the County's revenue burden as measured by ability to pay, the benefits received, or the community's definition of the resident's fair share of the revenue burden.

2.4 Revenue Estimates

In order to maintain a stable level of services, the County shall use a conservative, objective, and analytical approach when preparing revenue estimates. The process shall include analysis of probable economic changes and their impacts on revenues, historical collection rates, and trends in revenues. This approach should reduce the likelihood of actual revenues falling short of budget estimates during the year and should avoid mid-year service reductions.

2.5 User Fees

County services and facilities that provide direct and identifiable benefits to citizens are generally funded through user fees. The County will seek to recover the full cost of services provided directly to citizens, unless a County interest is identified and approved by the Commission to reduce a specific fee. Full cost is defined to include all direct costs to provide the service and appropriate related indirect cost.

3. Expenditures

The County shall maintain a level of expenditures that will provide for the health, safety and welfare of the residents of the County of Colfax.

3.1 Employee Efficiency

The County shall invest in technology and other efficiency tools to maximize staff productivity.

3.2 Maintenance of Capital Assets

Within the resources available each fiscal year, the County shall maintain capital assets and infrastructure at a sufficient level to protect the County's investment, to minimize future replacement and maintenance cost, and to continue service levels. The County will follow the New Mexico State Statues as outlined in the Investment Policy written by the County Treasurer and approved by the County Commission. The County Treasurer will prepare and distribute a monthly investment Treasurer's report.

4. Fund Balance and Reserves

The County will follow the NM state law requirements in maintaining reserves. The County of Colfax General Fund's principal revenue source, property tax and lodger's tax accounts for general fund revenues. An adequate General Fund balance level is paramount to the overall financial management strategy and key factor in external agencies' measurement of the County's financial strength.

To ensure that the County meets the New Mexico Department of Finance and Administration, Local Government Division regulations if applicable, this amount shall be set up as a reserve for contingencies as part of the total fund balance.

5. Capital Improvement Plan

The Infrastructure Capital Improvement Plan (ICIP) of the County, is a long-term planning tool intended to allow for prioritization, financing coordination, and timely technical design and application of projects and programs to better serve the citizens of Colfax.

- 1. The County's Capital Improvement Plan shall be a five-year plan and be updated annually.
- 2. The County shall maintain a balanced mix of financing for funding capital project, including self-funding, grants, and debt, without excessive reliance on any one source.
- 3. The County shall coordinate development of the capital improvement budget with development of the operating budget. Future operating costs associated with new capital improvements will be projected and included in operating budget forecasts.

6. Debt Management

The purpose of this policy is to establish parameters and provide guidance governing the issuance, management, continuing evaluation, and reporting on all debt obligations issued by the County.

Use of Long-term Debt Financing

Long-term debt financing will not be considered appropriate for a recurring purpose such as current operating expenses including and maintenance expenditures. The County shall use long-term debt financing only for one-time capital improvement projects and unusual equipment acquisitions included under the following circumstances:

- 1. when the project is included in the County's five-year capital improvement plan;
- when the project is not included in the County's five-year capital improvement plan, but is an emerging need whose timing was not anticipated in the five-year capital improvement plan, or it is a project mandated immediately by state or federal requirements, or it is a project for which grant money has been offered and the matching funds are not readily available from other sources;
- 3. when the project is the result of growth-related activities within the community that require unanticipated and unplanned infrastructure or capital improvements by the County.

6.1 Types of Debt

Debt financing may include general obligation bonds, revenue bonds, lease/purchase and grant/loan combinations.

6.2 Project Life

Only capital assets or projects with an economic value lasting more than five years can be financed using debt.

6.3 Professional Services

The County employs outside financial specialists to assist in developing a bond issuance strategy, preparing bond documents, and marketing bonds to investors. The key players in the County's financing transactions include bond counsel, the underwriter (on a negotiated sale) and in some instances a disclosure counsel. Other outside firms, such as those providing paying agent/registrar services, trustee, credit enhancement, auditing, or printing services, are retained as required.

6.4 Bond Rating Goals

The County shall seek to maintain and, if possible, improve the current ratings in order to minimize borrowing costs and preserve access to credit.

6.5 Rating Agency Relations

Full disclosure of operations and open lines of communication shall be made to the rating agencies. County staff shall prepare the necessary materials and presentation to the rating agencies.

Internal Controls

1. GENERAL

The County has established procedures to maintain internal controls over all assets. The purpose of establishing internal controls is to provide a reasonable assurance that the County will accomplish its objectives of safeguarding assets, providing reliable financial information, promoting operational efficiency and ensuring compliance with laws, regulations and established County policies and procedures. The County shall establish and maintain an internal control structure designed to ensure that the assets of the County are protected from loss, theft or misuse. Accordingly, the Financial Specialist or County Manager's designee shall establish a process for annual review by an external auditor to assure compliance with policies and procedures.

2. CONTROL FRAMEWORK

The County has implemented an internal control system and framework based on its internal and external needs. This framework includes elements modeled according to the COSO model. The controls need to reflect the COSO Standards 1994 report issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) and standards adopted by the American Institute of Certified Public Accountants and the federal Office of Management and Budget. It is the policy of the County to ensure that its control framework provides for strong administrative governance. The County's internal control system is a relevant evaluation tool for internal control over financial reporting. It is the policy of the County that its own internal control framework and review evaluations:

- Be free from bias;
- Permit reasonably consistent qualitative and quantitative measurements of the County's internal control system;
- Are sufficiently complete so that those relevant factors that would alter a conclusion about the effectiveness of the County's internal controls are not omitted.

3. ETHICS STATEMENT

The County of Colfax shall make every effort to set an honest and ethical tone for the County that is demonstrated at every level. The County operations reflect the overall attitude, awareness, and actions of the governing council, management and others concerning the importance of how the County views internal control and the management of these controls.

4. COMMUNICATION AND TRAINING

The County makes every effort to maintain communication with all employees regarding the policies and procedures of the County including but not limited to periodic training of personnel. The County's policies and meeting agendas are maintained on the County's web site along with other information necessary to the requirements for safekeeping of various assets and transparency of financial operations for both employees and taxpayers.

5. PERSONNEL

The training of staff regarding the established policies and procedures governing all financial transactions is administered through the County Manager's office.

- 5.1 Segregation of Duties. The assignment of duties to staff members who have access to the County's financial system or data management system is done with the intent of limiting their ability to cause and conceal errors or irregularities working within certain limitations, including staff size, incompatible functions are not assigned to any one staff member. Details of incompatible staff assignments are specifically addressed, such as accounts payable and receiving, or posting cash receipts and reconciling the bank accounts. Continued monitoring and oversight must take place daily to ensure secure business operations.
- 5.2 Transaction Authorization. The budget is allocated to each fund/department and the expending of funds is assigned to the Financial Specialist or designee who is responsible for his/her budget and for assuring that each request is appropriate and necessary. Requisitions are submitted to the Financial Specialist or County Manager's designee for approval.
- 5.3 Transaction Recording. Transactions are recorded at the time of authorization resulting in the encumbrance of the budget. The Financial Specialist or County Manager's designee is responsible for verifying the amounts, the classification to the appropriate account codes, and the proper authorization of all transactions prior to posting to the Financial Management System. All source documents (checks, pay vouchers etc.) used to record transactions are official County forms and are sequentially numbered by the accounting system for accountability. All voided checks are marked VOID with the signature lines cut out and kept on file for the auditor's review. All voided Purchase Orders are marked VOID and are reflected in the Financial Management System.
- 5.4 Record Reconciliation. The Financial Specialist or County Manager's designee administers the comparison of actual assets on hand with the amounts recorded in the financial management system. Monthly reconciliation of bank statements, fixed asset records, and other financial records are prepared and verified during the monthly closing process. All discrepancies found during the reconciliation process are researched and corrected at the time they are detected. These closeout procedures are administered as a joint effort by the finance office staff. Reconciliation of bank accounts is handled by the Finance Specialist.

6. CONTROL ACTIVITIES AND PROCEDURES

Control activities are the internal policies and procedures that help ensure the County's directives are carried out. These policies and procedures help ensure necessary actions are taken to address risks to achieving the County's objectives. They include a range of activities as diverse as approvals, authorizations, verifications, reconciliations, review of operating performance and segregation of duties. Finance and purchasing staff are required to take vacation time to further alleviate risk.

Control procedures are those processes in addition to the control environment and accounting system that the County has established to provide *reasonable assurance* that the County's objectives will be achieved. Control procedures have various objectives and are applied at various areas and department levels. They may also be integrated into specific components of the control environment and the accounting system.

The County's written structure of internal administrative and accounting controls are as follows:

- 6.1 Segregation of responsibilities which is also known as division of duties shall be established and implemented. The three main duties to be segregated are the authorization to execute a transaction, the recording of the transaction, and the custody of assets involved in the transaction.
- 6.2 A system of authorization and recording procedures shall be adopted and implemented by the County. Management will insure that protection of the public trust is a major focus when granting the authorization to execute business of the County.
- 6.3 Sound accounting practices in performance of duties and functions shall be implemented to include varied error-checking routines that may be performed in connection with record keeping and by comparing recorded amounts with existing budgets. Appropriate action shall be taken with respect to any differences.
- 6.4 Sequential numbering of receipts, checks, purchase orders, and vouchers either on pre-printed forms or by the financial accounting system as appropriate is required. Sequences should be examined to determine any skips in numbers or any duplicate numbers.
- 6.5 Proper safeguards are in place to protect unused checks and other pre-numbered forms, cash prior to deposit, and other receipts, and facsimile signatures.
- 6.6 Transactions shall be properly recorded on a timely basis in order to permit preparation of financial statements in conformity with Generally Accepted Accounting Principles (GAAP). In addition, the County shall establish any other criteria applicable to such statements to maintain accountability for assets.

7. INFORMATION AND COMMUNICATION

Pertinent information must be identified, captured, and communicated in a form and time frame that enables personnel to carry out their responsibilities. Financial Specialist or County Manager's designee develops and produces reports containing operational, financial, and compliance related information recorded on a **cash basis** of accounting, making it possible to efficiently manage the cash functions of the County. Additional software is generally needed to convert from a cash basis to an **accrual basis** of accounting required by Generally Accepted Accounting Practices (GAAP) and Generally Accepted Governmental Auditing Standards (GAGAS). The County should understand the differences and management implications inherent in these statements.

The accounting system consists of the methods and records established to identify, assemble, analyze, classify, record and report the County's transactions and to maintain accountability for the related assets and liabilities. An effective accounting system gives appropriate consideration to establishing methods and records that will:

- Identify and record all valid transactions.
- Describe transactions in sufficient detail and on a timely basis to permit proper classification of transactions for financial reporting.
- Measure the value of transactions in a manner that permits recording their proper monetary value in the financial statements.
- Determine the time period in which transactions occurred to permit recording of transactions in the proper accounting period.

Sources outside of the County may provide valuable information for the County to use in verifying their reports. These sources may include but are not limited to vendors, auditors, and the (DFA) Department of Finance and Administration of the State of New Mexico.

8. COMPUTER DATA

The County is concerned about the eligibility of computer processed data, general access controls, the access to computer data, the storage for backup media, the existence of duplicate media and the cross training of personnel. Security of computer data must be proved to the auditors, and the County shall consider internal control requirements when they purchase computer software as well as when they staff their data processing department. Auditors shall test the general and application controls.

Cash Controls

The County has established internal controls over cash and cash equivalents to insure that assets are protected and are accounted for in a professional and timely manner. The controls need to reflect the COSO Standards 1994 report issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) and standards adopted by the American Institute of Certified Public Accountants and the federal Office of Management and Budget. There are variations in the controls needed depending on the process required by the size and complexity of the governmental originations and its susceptibility to waste, fraud and abuse.

1. DIVISION OF DUTIES

Segregation of incompatible duties will be implemented in the County. Implemented effectively, this control reduces the risk that any employees will be able to carry out and conceal errors or fraud in the normal course of their duties without being detected. In general, there are three categories of duties or responsibilities that are examined when segregation of duties is discussed:

- Custody of assets.
- Authorization or approval of transactions affecting those assets.
- Recording or reporting of related transactions.

Ideally employees performing any one of the above functions would not have responsibilities in either of the other two functions. The objective of segregation of duties is to prevent one person from having access to assets and responsibility for maintaining the accountability or authorizing transactions affecting those assets. The level of risk present should also be considered when developing a plan to segregate incompatible duties.

The responsibilities for cash receipts and cash disbursements are separate whenever feasible. Likewise, the responsibilities for preparing checks and approving checks is separate from the recording or entering of invoices in accounts payable and the general ledger. Users of automated Financial Management Systems may set up routing and approval criteria in the security section of the system to ensure that approvals are obtained by authorized personnel. In governmental systems, the budget and encumbrances to the budget present additional internal controls over spending. Therefore, budgets and encumbrances must be maintained and updated.

2. COLLECTION AND DEPOSIT OF FUNDS

The responsibility for collection and deposits is separate from the recording of cash receipts and general ledger entries. The County designates an employee who does not have general ledger responsibilities or access to the County's financial system to prepare a daily

log to record all receipts. Funds should be receipted with either pre-numbered receipts by the person collecting the money. Initial collections may be tracked by roster, ticket sales, or sub receipts. Deposits should be reviewed by a cash custodian other than the person collecting the funds or running the cash register and deposited daily at a local bank in accordance with the 24-hour rule. (6.20.2.14, NMAC). During the bank reconciliation process, deposit amounts are compared with the cash receipt entries to verify timeliness of deposits. Any unexplained differences should be thoroughly investigated and corrective action taken immediately.

Further separation of duties may be affected if there is a separate employee designated to deposit funds, which have been secured in a tamper proof bag, and sent directly to the bank or given to a money carrier. Validated deposit amounts are compared to depositor prepared deposit slips daily. Daily cash receipts are compared to the bank statement to verify timeliness of deposits by the person in the finance department completing this task to create an audit trail. All cash should be kept in a secure location prior to deposit in the bank.

If a receipt is voided, all copies shall be marked "VOID" and retained in the daily balancing records. They shall be made available to the County's Auditor during the annual audit. Auditors may check the Cash Receipts Journal to verify that there are no missing receipt numbers or skips in the sequence compared to deposit dates to verify that procedures are being followed.

3. DISBURSEMENT OF FUNDS

Payment for goods and services

A requisition must be submitted and approved by authorized persons before goods, services or sufficient budget in the account being charged.

Cash disbursements shall be for the following transactions: (1) invoices for goods and services received, (2) disbursements for labor not under contract, (3) disbursements for contracts (other than payroll), (4) contracted payroll disbursements, and (5) requests for reimbursements.

Disbursements and supporting documents shall include, but not be limited to the following:

- approved purchase order
- bona fide invoices
- purchase order receiving copies that bear the signature of the County employee responsible for receiving supplies, equipment and services, as required by the Procurement Code, Section 13-1-157, NMSA, 1978;
- the signature of the employee who certifies that the payment demand invoice has been examined, footed and cross footed to ensure that amount requested is proper and justified, and that all items of justification for payment are made in order as required by Section 6-5-8, NMSA, 1978;
- bid proposals, or reference to bid proposals, quotations, contractual agreements, state purchasing office or General Services Administration (GSA) agreements, travel

- reimbursement requests that indicate dates, time of departure, time of arrival, mileage readings, and any other items of justification for payment;
- accounts payable documentation such as "closed" purchase order or "open" purchase order for only the remaining amount due in order to prevent duplicate payments.

4. CASH MANAGEMENT

Each fund must be accounted for in a separate set of accounts for its assets, liabilities, equity, revenues, expenditures or expenses (as appropriate), and transfers. This requirement refers to identification of accounts in the accounting records but does not necessarily extend to physical segregation of assets or liabilities. For example, *it is not necessary to have a separate bank account for each fund unless required by law, bond indenture, or other reason*. Effective general ledger control minimizes the need for multiple bank accounts. Bank accounts should be kept to a minimum number in order to minimize unnecessary transfers between bank accounts and confusion in the accounting records.

5. CASH RECONCILIATION TO BANK BALANCES

Each calendar month every bank used by the County will supply bank statements for all County accounts either electronically or by mail. If no errors were made by the bank or the County, if all deposits made and all checks drawn by the County reached the bank within the same month, and if no other transactions occurred that affected either the County or the bank's record of cash, the balance of cash reported by the bank to the County should be the same as that shown in the County's own records as of the same point in time. Thus, comparison of the balance shown on the bank statement with shown in the County's own records should verify the latter.

For various reasons, the condition listed above seldom occurs. In most cases, checks issued by the County close to the end of the month do not reach the bank within the same month; deposits made by the County on the last day of the month may not be recorded by the bank until the following month; and such items as service charges by the bank or interest earned are not brought to the attention of the County until the bank statement is received by the County. Hence, there are differences between the County's record of cash and the bank's record requiring a reconciliation to determine the nature of the differences between the two amounts.

Bank reconciliation is a schedule indicating and explaining any differences between the bank's and the County's cash records. If the difference results only from transactions not yet recorded by the bank, the County's record of cash is considered correct. However, if some part of the difference arises from other items, an adjustment of either the banks or the County's records is required.

The County provides an efficient and accurate bank reconciliation tool. The automated bank reconciliation requires listing any adjustments made to the accounting records such as journal entries that are not a result of either deposits or disbursements coming from either the

cash receipts journal or the disbursement (Accounts Payable or Payroll Payable) journal.

A widely used form, entitled Reconciliation of Bank and Book Balances, is composed of two distinct sections. One section begins with the balance on the bank statement and works to a balance the bank statement would show if all transactions were recorded. The second section starts with the balance shown by the County's records and works to a balance after all transactions are recorded properly, so that the adjusted bank balance is the same as the adjusted book balance.

Adjusting entries are required to record items properly recognized by the bank but not yet recorded per the books.

6. Transfers

6.1 INTER-FUND CASH TRANSFERS

Inter-fund transfers of cash among separate funds of the County are not receipts or expenditures of the County. Such transactions are temporary or permanent transfers of previously receipted cash from one fund to another.

6.2 TEMPORARY INTER-FUND TRANSFERS

Temporary inter-fund transfers are transfers of cash from one fund/sub fund to another. Most transfers of this type are temporary cash loans to be repaid at a predetermined date that is approved by the Governing Board, but no later than one year from the approved transfer. Accounts utilized are "due from" and "due to" accounts to indicate inter-fund receivable(s) and payable(s).

6.3 PERMANENT INTER-FUND TRANSFERS

Permanent inter-fund transfers are transfers of cash from one fund to another that will not be returned to the fund that provided the cash. Permanent inter-fund transfers should be approved in the County's budget by the Governing council and submitted to the DFA.

6.4 CORRECTION OF POSTING ERRORS

Posting errors are usually found when the County performs the bank reconciliation process. All errors to cash should be investigated before the posting of an adjusting entry. An adjusting journal entry should be proposed and approved by the Financial Specialist or County Manager's designee to be posted to the County's General Ledger to indicate necessary corrections. Cross referencing a correcting entry to the original error should be inserted under the "Description" column of the entry. An example notation would be "To correct JE # 345". All Adjusting

Journal Entries should be printed and compiled in numerical order in a file for the fiscal year to be reviewed by the County's Independent Public Auditor.

Financial Procedures

1. GENERAL CONTROLS

- a. Authorized individuals shall examine County records to ensure that sufficient budget authority is available prior to the issuance of any purchase order.
- b. Purchase orders shall encumber or obligate budget designated for a specific purpose. The County shall utilize the encumbrance method of obligating as an element of control.
- c. Processing takes place after requisitions are reviewed for completeness.
- d. All purchase orders are dated, priced, signed and coded.
- e. Purchase orders are issued numbered sequentially.
- f. All purchase orders and requisitions are reviewed to ensure that account codes that include fund, function and object are used appropriately.
- g. The accounts payable clerk compares the invoice to the purchase order and receiving documentation.
- h. Local procedures shall reflect an approval process for all capital projects. A project manager may be designated to review and approve all related capital project purchase orders and requisitions.
- i. Duplicate copies of invoices are destroyed to prevent duplicate payments.
- j. Vendor invoices are received by accounts payable than reviewed and approved by the originating department
- k. The County shall have procedures for control of capital assets.
- I. One person shall not be responsible for receiving, disbursement and preparation of transaction documentation.

This listing includes control procedures of the County to affect Internal Control over the Cash and other liquid assets of the County. While the finance department maintains the ultimate control over these assets, there are multiple persons and departments involved in both the Revenue Cycle and the Expenditure Cycle. Thus, it is important to detail the processes necessary to protect the assets of the County.

2. DIVISION OF DUTIES

- a. Persons processing requests for reimbursements from the state and federal government are separate from those receiving and posting receipts.
- b. Persons approving requests for reimbursement shall not make general ledger entries.
- c. Bank reconciliations are prepared by persons independent of cash receipt responsibilities.
- d. The purchasing and receiving functions are separate.
- e. The purchasing and inventory functions are separate.
- f. Accounts payable is separate from purchasing and receiving.
- g. Accounts payable and general ledger functions are separate.
- h. Administrative review exists over all receipts and expenditures.

3. GENERAL CASH RECEIPTS AND COLLECTIONS

The County shall maintain policies and procedures for the handling of cash and customer information in each department. Checks, Receipts and Payment Vouchers should never be kept in visible areas or within reach by unauthorized personnel. All County employees handling cash must be familiar with cash handling policies as follows:

3.1 Cash Handling Procedures

During business hours, all forms of cash should be stored in locking drawers, cash registers, and cash boxes.

- a. Only the cashier collecting these monies should have control over this cash, and make sure that the cash is securely locked when they take lunch, or a break.
- b. The cashier should have complete control and responsibility for the cash they collect during business hours.
- c. To reduce risk of error, all cash should be separated according to the denomination, and should face the same direction. Larger bills (\$50, \$100) must be kept separate in a bank bag.

- d. Checks and credit card receipts should also be kept together separately they should be securely locked and kept in an inaccessible area.
- e. When giving money back to a customer that money must be counted back to the customer.
- f. Checks are restrictively endorsed.
- g. There is a daily reconciliation of cash receipts.
- h. Cash is deposited daily.

3.2 Overages and Shortages:

- a. When an overage or shortage is identified, a supervisor or designee must recount the deposit.
- b. Cash over and short explanations are in writing and signed.

3.3 Counterfeit Money:

- a. Counterfeit bills can be any denomination.
- b. They can be detected by the way the bill feels, or by a print discrepancy.
- c. Counterfeit pen should ALWAYS be used on bills \$10.00 \$100.00.
- d. When using the counterfeit pen, a bill should always mark Yellow. Yellow indicates that the bill is legal tender. If the mark is Brown or Black it is a counterfeit bill.
- e. If a counterfeit bill is detected do not accept the payment.

PURCHASING

The purpose of the New Mexico Procurement Code and the County of Colfax Procurement Policy is to ensure that procurement is more effective and to provide for fair and equal treatment. The County shall obtain the best value when spending public funds and shall provide strict accountability to all tax payers. The Procurement Code pertains to every purchase not specifically excluded. Following the Procurement Code and establishing local administrative procedures shall provide safeguards to maintain a system of quality, integrity and ethical behavior in the process.

1. DIVISION OF DUTIES

- a. Purchasing and receiving functions are separate from invoice processing, accounts payable and general ledger functions.
- b. Disbursement approval is separate from general ledger entry.

2. APPROVALS

- a. Directors and their designees can authorize purchases and requisitions.
- b. All expenditures are approved in accordance with the County's Procurement Policy.
- c. A policy and procedure for competitive bidding and sole source purchasing is in place.
- d. All purchase transactions are executed through issuance of duly authorized **purchase** orders. Purchase orders may become part of other contract documents that may be transacted (i.e., construction contracts, architectural service agreements, legal service agreements, etc.).
- e. Any person who purposefully places an order for goods, services or construction without a duly authorized purchase order may be held **personally liable** for payment of delivered items.

The preparation and execution of a duly authorized purchase order must precede the placement of any order for goods or services.

Due to the continuing compliance requirements from the New Mexico Department of Finance and Administration, Local Government Division regulations if applicable, this policy shall be amended and modified subject to the approval from the Commission.

COLFAX COUNTY BOARD OF COMMISSIONERS

Si Trujillo, CHAIRMAN
Mary Lou Kern, VICE-CHAIR
Bret Wier, MEMBER
ATTEST:
Rayetta M. Trujillo, CLERK OF THE BOARD

TASK ORDER FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN MOLZEN-CORBIN & ASSOCIATES, P.A. (ENGINEER\ARCHITECT) AND COLFAX COUNTY (OWNER), DATED _______ JUNE 14, 2021.

TASK ORDER NO. 7

TASK TITLE: Revise Chicorica Creek Crossing Alignment and Easement Description

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

This task order includes the work necessary to re-design, prepare construction drawings and revise the easement description for the temporary Chicorica Creek Crossing accommodating requests made by the landowner. Work items will include:

- Revise the roadway plan and profile and grading plans to accommodate requested temporary easement change.
- Prepare revised easement description.
- Prepare revised earthwork quantities.
- Prepare construction change order.
- Coordinate with the County and landowner on the easement geometry and the construction change order.

The ENGINEER/ARCHITECT will be paid a <u>lump sum fee</u> as stated and as based upon the attached man-hour estimate. Total for the services proposed in this task order is \$6,890.00 excluding New Mexico Gross Receipts Tax.

Proposed by ENGINEER/ARCHITECT		A	pproved by County
Date2/6/24	For Client	Date Use Only	
Department	Project	P.O. No.	Account Number

MANHOUR ESTIMATE
Chicorica Creek Low Water Crossing
Redesign/Easement Assist
Colfax County

Mike P	rovine							
			CIVIL			ADMINIS	TRATION	
No.	Project Task	Senior Engineer	Engineering	Design Tachniclan	Departmental Totals	ADMIN - Alde 2	ADMIN - Support	Grand Totals
v.	Final Design (100%)		Marin Control		(included and included and	74002	aupport	GIGIO TOLLIS
1					0.00			0.00
2	<u> </u>				0.00			0.00
3	Plan and Profile, revise grading	2.00		18.00	20.00			20.00
4	Grading and Plans - revision	2.00			2,00			2.00
5	Prepare/Revise Easement Description	2.00		8.00	10.00			10.00
6	Detail Sheets	0.50		2.00	2.50			2.50
7	Prepare Change Order	6.00			6.00			6.00
8					0.00		1	0.00
9	Meetings/Coordination with County	4.00			4.00			4.00
10	Update Quantities Estimate	1.00		1.00	2.00		- 1	2.00
11				200	0.00			0.00
12							1	
13					0.00		1	0.00
14				0	0.00		1	0.00
15	Project Management	1.00		5	1.00	1	1	1.00
16	Quality Assurance			A	0.00	Harmon	1	0.00
000	Subtotal Hours Final Design	18.50	0.00	29.00	47.50	0.00	0.00	47.50
	Subtotal Fees Final Design	\$3,700.00	\$0.00			\$0.00	\$0.00	\$6,890.00
	Total Labor Hours	18.50	0.00	29.00	47.50	0.00	0.00	47.50
	Standard Billing Rate or Fee	\$200.00	\$115.00	\$110.00		\$65.00	\$95.00	
	Fee Dollars	\$3,700.00	\$0.00	\$3,190,00	\$6,890.00	\$0.00	\$0.00	\$8,890.00

CONTRACT AMOUNT Chicorica Creek Low Water Crossing Redesign/Easement Assist Colfax County

Mike Provine			COST	CONTRACT AMOUNT
BASIC FEE (Labor)				
SUBTOTAL LABOR				\$6,890.00
OTHER DIRECT SUBCONSULTANTS	Sub Type	Phase		10,000.00
			1	
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$0.00
				\$0.00
SUBTOTAL OTHER DIRECT SUBCONSULTANTS			\$0.00	\$0.00
OTHER DIRECT EXPENSES (ODE'S)		Quantity		
In-House Copies	\$0.11		\$0.00	
In-House Color Copies (8 1/2 x 11)	\$1.00		\$0.00	
In-House Color Copies (11 x 17)	\$2.00		\$0.00	
In-House Large Format Plots	\$3.00		\$0.00	
Commercial Copies	\$0.06		\$0.00	
Commercial Prints	\$1.02		\$0.00	
Commercial Color Copies	\$1.50		\$0.00	
In-House or Commercial Mylars	\$10.50		\$0.00	
Mileage	\$0.540		\$0.00	
Commercial Travel			\$0.00	
Lodging-Per Diem (Verify With Accounting	\$89.00		\$0.00	
Meals - Per Diem (per person /day) (Verify With Accounting) Photo	\$51.00		\$0.00	
Postage		-	\$0.00	
Supplies				
SUBTOTAL OTHER DIRECT EXPENSES				\$0.00
TOTAL BASIC FEE	· ···- <u>·</u>			• • • • • • • • • • • • • • • • • • • •
TOTAL BASIC FEE				\$6,890.00
In House Survey From Survey Contract Amount (Excluding GRT)				
SUBTOTAL ADDITIONAL SERVICES			\$0.00	\$0.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				\$6,890.00
NMGRT		5.8330%	i	\$401.89
TOTAL				\$7,291.89

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Colfax County, New Mexico** ("Owner") Rocky Road Gravel and Well Drilling Services, LLC ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Chicorica Creek Low Water Crossing

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents may be the whole or only is a part, is generally described as follows:

Chicorica Creek Low Water Crossing

ARTICLE 3—ENGINEER

3.01 The Engineer is Molzen-Corbin & Associates, Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4—CONTRACT TIMES

- 4.01 Time is of the Essence
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Days
 - A. The Work will be substantially complete within 30 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within seven (7) days after the date when the Contract Times commence to run.
- 4.03 Liquidated Damages
 - A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration

proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- 1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
- 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor's Bid.

One Hundred and Seventy Seven Thousand Two Hundred Dollars (\$177,200.00).

ARTICLE 6—PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
 - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions. The OWNER shall notify the Contractor of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If the OWNER contests an invoice, the OWNER may withhold only that portion so contested, and must pay the undisputed portion. Payment is subject to: (1) availability of funds pursuant to OWNER's Approval; (2) to any negotiations between the parties from year to year pursuant to Scope of Work; and (3) to approval by the OWNER's governing body (Colfax County Commission).

6.04 Consent of Surety

A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest - Not Applicable

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance Bond (together with Power of Attorney).
 - b. Payment Bond (together with Power of Attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of **three (3)** sheets with each sheet bearing the following general title: **Blosser Gap Bridge, November 2023.**
 - 7. Drawings listed on the attached sheet index.

- 8. Addenda (None).
- 9. Exhibits to this Agreement (enumerated as follows):
 - a. Payment Bond, Performance Bond, Proofs of Insurance.
 - b. Contractor's Bid.
 - c. Contractor's Qualifications Statement.
 - d. Contractor's Subcontractor List.

- e. Contractor's Equipment Supplier's List.
- f. Documentation Submitted by Contractor Prior to Notice of Award.
- g. Addenda: None
- 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the Drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and Drawings.
 - 5. Contractor has carefully studied the reports and Drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and Drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical

Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

- 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor. The Contractor are duly licensed from the New Mexico Construction Industries Division or state/county to perform works in the scope of the work per this Agreement.
- 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 - "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process or in the Contract execution;
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid Prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are

EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has	

furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

Article 9

9.01. Changes

- (a) The OWNER and the Contractor may, at any time, with prior approval of the Funding Agency or Colfax County Commission, make changes within the general scope of this Agreement in the services or work to be performed. Any such change must be in writing and approved by both parties to this Agreement. If such changes cause an increase or decrease in the Contractor's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing.
- (b) No services for which the Contractor will charge an additional compensation shall be furnished without the written authorization of the OWNER.

9.02. Termination of Contract

- (a) This Agreement may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Any termination must be in writing. No such termination may be effected unless the other party is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) an opportunity to cure the default with the terminating party before termination.
- (b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the Contractor is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate; and 2) an opportunity for consultation with the OWNER prior to termination.
- (c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the OWNER because of the Contractor's default. If the Contractor effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to
- the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments which had become firm prior to the termination.
- (d) Upon receipt of a termination action under paragraphs (a) or (b) above, the Contractor shall: 1) promptly discontinue all affected work (unless the notice directs otherwise); and 2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such

- other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.
- (e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.
- (f) If, after termination for failure of the Contractor to fulfill contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER.
- (g) Except as otherwise allowed or provided under this Agreement, the OWNER's sole liability upon such termination shall be to pay for work performed prior to the Contractor's receipt of the notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement.
 - Notwithstanding the any other provision in this Agreement, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the OWNER or if, during the term of this Agreement, the Contractor or any of its officers, employees 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 OWNER'S OTHER LEGAL RIGHTS AND REMEDIES FOR THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT. Immediately upon receipt of termination notice by either the OWNER or the Contractor, the Contractor shall: (1) not incur any further obligations for services or any other expenditure of funds under this Agreement without written approval of the OWNER; (2) comply with all directives issued by the OWNER in the notice of termination as to the performance of work under this Agreement; and (3) take such action as the OWNER shall direct for the protection, preservation, retention or transfer of all property titled to the OWNER and records generated under this Agreement. Notwithstanding any other provision of this Agreement, this agreement shall be subject to subject to immunities and privileges provided to the OWNER.
 - Unless otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between the OWNER and the Contractor arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located in New Mexico and the parties shall agree to the venue in Colfax County.

9.03. 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 Agreement's term and effect and retain them for a period of five (5) years from the date of final payment under this Agreement. The records shall be subject to inspection by the OWNER, the Department of Finance and Administration, the State Auditor and provide copies to the OWNER when requested to do so. The OWNER shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the OWNER to recover excessive or illegal payments.

9.04 Subcontracts

(a) Any subcontractors and outside associates or consultants required by the Contractor in connection with services under this Agreement will be limited to such individuals or EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price). Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

firms as were specifically identified and agreed to during negotiations of this Agreement after obtaining written consent from the OWNER.

(b) The Contractor may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due to the Contractor and detailed in the Attachments without prior written approval of the OWNER.

9.05. Insurance

The Contractor agrees to obtain and maintain, at their expense, such insurance as specified in the agreement or attached documents thereto. Based on the representations made by the Contractor, it appears that it is impossible to obtain builder's risk requirement identified in 6.04(F) as supplemental requirement by the Contractor, and therefore, County will waive such requirements identified in 6.04(F), but require Contractor to provide generally acceptable insurance coverages identified in general terms in the bid documents and/or insurance satisfactory to the County and Engineer. Both parties agree that the additional builder's risk requirements identified in 6.04(F) was not a factor to be considered when the County or its agent evaluate the responsive bidders to the RFP, and does not make material changes of the terms in the RFP document. However, the Contractor shall provide sufficient amount of bond to cover any damages in absence of the additional builder's risk insurance identified in 6.04(F) if requested by the County and shall indemnify County and its elected officials, County Manager, employees and County Attorney against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses [of or by a third party OR whether or not involving a claim by a third party], including but not limited to reasonable attorneys' fees and costs (collectively, "Claims"), actually or allegedly, directly or indirectly, arising out of or related to (1) any breach of any representation or warranty of Contractor contained in this Agreement or absence of the additional requirements identified in 6.04(F) of the bid document by the contractor; (2) any breach or violation of any covenant or other obligation or duty of Contractor under this Agreement or under applicable law; (3) any third party Claims which arise out of, relate to or result from any act or omission of Contractor. See bidding documents available at

https://cms5.revize.com/revize/colfaxcountynm/RFB's/RFB%202023-06%20%20Bid%20Packet.pdf (see pdf page 140 which identifies supplemental requirements which can be negotiated between the parties).

9.06 Waiver

The Contractor shall indemnify and hold harmless the OWNER from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, 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, thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, under this Agreement 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 the OWNER.

9.07 Independent Contractor

The Contractor will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer employee or agency or other fiduciary capacity is created by this Agreement or by the Contractor's performance of the Services.

9.08 Equal Employment Opportunity

The Contractor shall comply with U.S. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by U.S. Executive Order 1 1375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

9.09 Gratuities

- (a) If the OWNER find that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the Funding Agency in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the Contractor, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.
- (b) In the event this Agreement is terminated as provided in Subsection (a) of this Section, the OWNER may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Agreement by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

9.10 FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the Contractor shall execute and deliver to the OWNER a release of all claims against the OWNER arising under, or by virtue of, this contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the OWNER's claims against the Contractor under this contract.

9.11.

The contractor shall not discriminate based on race, color, national origin or sex in the performance of this contract.

9.12 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 Agreement may be terminated by the OWNER.

9.13 Invalidation Contract (Stipulated Price).

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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.

9.14 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.

9.15 Notices.

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

To: OWNER

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

To Contractor:

Authority,

9.16 If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants 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 into a binding contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _______(which is the Effective Date of EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price). Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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the Contract).

Owner:	Contractor:
	Rocky Road Gravel and Well Drilling Services,
Colfax County	LLC
(typed or printed name of organization)	(typed or printed name of organization)
Ву:	Ву:
(individual's signature)	(individual's signature)
	Date:
Date: (date signed)	(date signed)
	Name:
Name: (typed or printed)	(typed or printed)
Title:	Title: (typed or printed)
(typed or printed)	(If [Type of Entity] is a corporation, a partnership, or a
	joint venture, attach evidence of authority to sign.)
Attacts	Attest:
Attest: (individual's signature)	(individual's signature)
<u> </u>	Title:
Title:	(typed or printed)
(typed or printed)	Address for giving notices:
Address for giving notices:	Address for giving notices.
Designated Representative:	Designated Representative:
Name:	Name:
(typed or printed)	(typed or printed)
	Title:
Title: (typed or printed)	(typed or printed)
Address:	Address:
Addiess.	
Phone:	Phone:
Email:	Email:
(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body,	License No.:
attach evidence of authority to sign and resolution or	(where applicable)
other documents authorizing execution of this	State:
Agreement.)	

TASK ORDER NO. 8

TASK TITLE: <u>Professional Services for Event Center Restroom Building Addition at the Colfax</u> County Event Center

The OWNER directs the ENGINEER/ARCHITECT to provide services as described below: This task order includes the work necessary to:

- · Perform design topographical survey and geotechnical investigation as required for addition.
- Perform on site measuring and photo documentation of existing conditions.
- Confirm utility adequacy for proposed development.
- Perform site and building schematic design and schematic construction budget for review and approval. Design to include an addition to the existing pre-engineered metal building currently being utilized as an event center. The approximate 750 SF addition shall include women's and men's restrooms, a family restroom, janitor's closet, and drinking fountains.
- Prepare civil, architectural, mechanical, electrical, and plumbing drawings as required for bidding and construction.
- Prepare wastewater drawings as required for the replacement of the septic system leach field.
- · Prepare construction cost estimate.
- · Prepare technical specifications for the project.
- · Prepare bidding documents.
- Assist the County in bid procurement, response to requests for information, preparation of addenda, preparation of a bid tabulation/review of bids, and make recommendation of award.
- Conduct preconstruction conference, make periodic site visits during construction, respond to requests for information, review material and equipment submittals, review of contractor pay requests, attend prefinal and final inspections.
- Prepare record drawings based on contractor's red line drawings, County approved changes, and Molzen Corbin site visit documentation.

This task order assumes the County will provide a boundary survey or plat of the property and does not include any environmental documentation or permitting. MCA assumes that the existing septic tank is adequately sized and not in need of replacement, and therefore the task order does not include design for a replacement tank.

The ENGINEER/ARCHITECT will be paid a <u>lump sum fee</u> as stated and as based upon the attached man-hour estimate. Total for the services proposed in this task order is \$118,630.60 excluding New Mexico Gross Receipts Tax. Included in this cost are the geotechnical investigation (\$9,000.00), structural engineering for the addition design (\$2,400.00), mechanical and plumbing design (\$6,000.00), and reimbursables up to (2,683.10).

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

Proposed by ENGINE ENGI	ECT	A	pproved by County
Date 2/6/24		Date nt Use Only	
	ror cae.	n ose only	
Department	Project	P.O. No.	Account Number

CIVIL MANHOUR ESTIMATE Events Center Restroom Upgrades Colfax County John Quinn Pate

					CIVIL	2.30			ADMIN		
No.	Project Task	Senior Engineer	Project Engineer	Engineering Intern II	Engineering Design Specialist	Senior Engineering Design Technician	Design Technician	Departmental Totals	ADMIN - Support	ADMIN. Totals	Grand Totals
	Preliminary Design (60%)			1000000	270000						
1	Site Grading		0.50				4.00	discours 4.50		0.00	4.5
	Leach field Replacement Layout and Plan and						18.00			\$75500 Police	
2	Profiles	l	4.00				1	20.00		0.00	20.0
3	Civil details		2,00	1			8.00	10.00		0.00	10.0
4	Cost Estimate		2.00	4			2.00	4,00		0.00	4,
5	Specifications		2.00					2.00	1.00	1.00	3.
6	Coordination with County	4.00	2.00					8.00		0.00	6.
7			1			1		0.00		0.00	Control of Co.
16	"							0.00		0.00	Ö.
19	CADO Management							0.00	-	0.00	0.
20	Project Management	-	-11/2007				A Texas	0.00	1	0.00	0.
21	Quality Assurance							0.00		0.00	Ď.
	Bubtotal Hours Preliminary Design (50%)	4.00		0.00	0.00	0.00	30.00		1.00	1.00	47.
	Subtotal Fees Preliminary Design (66%)	\$780.00		\$0.00	\$0.00	\$0.00	\$3,300.00		\$90.00	\$90.00	\$4,170
	Final Design (100%)	Timmene,	distribution of the last of th	Section 1		0.000	0				
1	Site Grading		0.50				4.00	4.50		0.00	4.
2	Leach field Replacement Layout and Plan and Profiles		1.00				8.00				
3	Civil Details		1.00				6.00	7.00		0.00	7.
4	Cost Estimate		2.00	 			2.00	4.00		0.00	
5	Specifications		2.00	_			2.00	2.00	2.00	2.00	4
6	Coordination with County	4.00		 				8.00	2.00	0.00	8.
22	CADO Menagement	4.00	7.00					0.00		0.00	0.
23	Project Management	V			-			0.00		0.00	0.
24	Quality Assurance	4,00						4,00		0.00	4
-	Subtotal Hours Construction Drawings	8.00	10.50	0.00	0.00	0.00	20.00	38.50	2.00	2.00	31.
0.1020.1	Subtotal Fees Construction Drawings				\$0.00		\$2,200.00		11\$180.DQ	\$180.00	\$5,567.
L	Bidding/Award	100	000000000	200000000000000000000000000000000000000	Contract Contract	of the latest and the	Th. 600 100 54	material and	No.		
1	Bidding Questions		3.00				1.00	4,00		0.00	4.
2	· · · · · · · · · · · · · · · · · · ·							0.00		0.00	0.
5								0.00		0.00	0.
3	Project Management	19			0.00			0.00		0.00	Ō
7	Quality Assurance	4-110	Grant Contract	Company (AND THE PARTY OF	de manda		0.00		0.00	Relations 0
	Subtotal Hours Bidding/Award	0.00	3,00	0.00	0.00	0.00	1.00	4.00	0.00	0.00	4.
	Subtotal Fees Bidding/Award	\$0.00	\$465.00	\$0.00	\$0.00	\$0.00	\$110.00		\$0.00	\$0.00	\$575.
L.	Construction Admin. Services	distance of		Contractors and	(Table 1829)		(t) (1)				40.0
1	Site Observation of Work			8.00				8.00		0.00	8.
2	Submittate			2.00				2.00		0.00	2
9	Project Management	9 9		9.934				0.00		0.00	Ö.
10	Quality Assurance	40000						0.00		0.00	Ö.
	Subtotal Hours Construction Admin. Services	0.00	0.00	10.00	0.00	0.00	0.00	10.00	0.00	0.00	10.
	Subtotal Fees Construction Admin. Services	\$0.00		\$1,050.00	\$0.00				\$0.00	\$0.00	\$1,050
II.	Closeout		MODEL N	ATTEMPORED IN		E 0735750	Q 20	A STATE OF THE PERSON NAMED IN			ATT THE REAL PROPERTY.
1	Prepare As-Built				4.00			4.00		0.00	4.
3	Project Management					4 12	A	0.00		0.00	Ō.
4	Quality Assurance	1995 Fig.	7 1/4/		- 100		V - 300	.0.00	995/986	0.00	0.
	Subtotal Hours Closeout	0.00		0.00	4.00	0.00	0.00	4.00	0.00	0.00	4.
	Subtotal Fees Closeout	\$0.00	\$0.00	\$0.00	\$480.00	\$0.00	\$0.00	\$480.00	\$0.00	\$0.00	\$480.
	Total Labor Hours	12.00	13.50	10.00	4.00	0.00	\$1.00	90.50	3.00	3.00	67.
	Standard Billing Rate or Fee	\$195.00	\$155.00	\$105.00	\$120.00	\$115.00			\$90.00		
	Fee Dollars	\$2.240.00			\$480.00			\$11,572.50	\$270,00	\$270.00	\$11.842.

ARCHITECTURE MANHOUR ESTIMATE Events Center Restroom Upgrades Colfax County John Quinn Pate

John Quinn Pate			an Se Coeffe			2 30				
	_	ARC	HITECTURE				ADMINIS	TRATION		
water waters .			Project	Architect Intern	Architectures	Departmental	ACREM - Auto	ADMM -	l	
No. Project Task	Precipal Architect	Server Architect	Architect		Desgrav	Totale	2	Support	ADMIN. Toles	Grand Fotale
L Pre-Design/BudyfProgramming 1 Six Viota	-	4.50		-	12.00	16.50	19 04	Chillian Co.	0.00	16.50
2 Work Plen Development		6.00			12.00	6.50		-	0.00	6.00
3 Proposal Development		5.00				1,00	7. 77	1.5	0.00	4.00
4 As-Butt Messurements / Drawing			9.00			0.00			0.00	9.00
5 Consultant Contract Coordination 6 Consultant Contracts		4.00				4.00	9 9 9	4.00	0.00	4.00
7 Revit Modeling of Existing	_	4.00	2.00	8.00		10.00		4.00	0.00	10.00
6 Project Kickoff Meeting - Internal		1,00	2.00			3.00			0.00	3.60
0						0.00			0.00	3,60
10						0.00			0.00	0.00
11 CADO Management						0.00	3	-	8.50	0.00
12 Project Management 13 Quality Assurance	4.00		8.00			12.00		-	0.00	0.00
Supposed Process Pro-Descon/Southern Processmonton	4.00	25.50	21.00	8.00	12.05			4.00	4.00	74.50
Substal Hours Fre-Design/Stady/Fregramming Substal Fees Pre-Design/Stady/Fregramming	\$860.60	\$4,590.00	\$3,045.60	\$800.00	\$1,260.00	70,50 \$10,565,00	\$0.50	\$300.00	\$360.00	\$10,915,00
8. Preliminary Design (60%)	A CONTRACTOR OF THE PARTY OF TH		STATE OF THE PARTY OF	Personal Property lies	Charles Cal	pullibration?	Russian Company	PERSONAL PROPERTY.	Service or other	
Chent proposed plan Kickoff (Virtual)	2.00		2.00			6.00		-	0.00	4.00
2 Prepare basé plans 3 Prepare achematic drawings	0.50		2.00	8.00		(0.55 (8.00			0.00	6.00
4 Initial Code Evaluation	_		4.00			4.00		-	0.00	4.00
5 Coordinate StarCive		-	2.00			2,60			0.50	2.00
6 Coordinate Sta Usines			2.00			2.00			·	2,00
/ Instel Materials Evaluation			2.00	4.00		12.00	(i)		0.00	12.00
6 Coordinate Electrical			2.00	4.00		1,55	5 77	- 3	0.90	6.00
Coordinate Mechanical and Plumbing Door and Door Hardware Selection	-		2.00					-	0.50	6.60
10 Coordinate Mechanical			4.00 2.00			1,00		-	0.00	4.00
12 Initial Cost Estimate			4.00		-	4.00	-	_	0.00	4.00
12						0.00			0.00	0.00
14 CADO Management						0.00			0.00	0.00
15 Project Management	4.00		8,00	-		12.00		-	0.60	(2.60
16 Quality Assurance	2.00 8.50		42.00		0.00	98.50	0.00	- 0.00	0.00	8.00 (8.50
Subjoint Food Proliminary Design (40%)	\$1,827.60	\$0.00	\$8,590.00	\$3,400.00	\$0.00	\$12,927,50	\$0.00	\$0.00	\$0.00	\$12,927.50
Subtotal Fees Prelminery Design (80%) Subtotal Hours Construction Drawings	0.50	0.00	0.00	6.50	0.00	0.00	0.00	0.00	0.00	0.00
Buthintal Feed Construction Deput and	\$0.00	\$5.00	\$5,50	\$0.60	\$0.00	10.00	\$3.00	\$0.00	Constan \$2.00	0.00
Subtotal Hours Subtotal Foun	0.00	0.00	0.00	0.00	0.05	0.00	0.00	0.00	8.00	0.60
Subtotal Fees	\$0.00	\$0.00	\$2.60	10.00	\$0.00	0.65	\$5.53	\$0.00	\$0.00	\$0.00
V. Construction Drawings			640	4.64	-	4.50		100000000000000000000000000000000000000	0.00	4.60
1 Pien Set Menagement 2 Subconsulting Coordination			6.00	4.90		0.00			0.00	10.00
3 Cover Sheet			0.50	2.00		2.50		100	0.00	2.50
4 Building Criteria (Sheet			4.50	4.00		6.00		- 17	0.50	8.00
5 Finaliza Floor			0.50	6.00		8.50			0.00	6.50
6 Selective Demoision Plan / Site Plan 7 Finelize Building / Site Deteils			0.50	4.00	7	4.50			0.00	4.50
7 Finelize Building / Site Details 8 Finelize Door and Window Schedules/Elevations			1,00			7.00		-	0.00	7.60
Pinatas Door and Window Schedules/Elevations Pinatas Finish Plans and Details			1.00			7.00			0.00	7,00
10 Site Interface			0.50			2.50			0.60	2.50
11 Finaliza Oliveion O			8.00			0.00	-	4.00	4.50	12.00
12 Finalze Division 1			8.00			8.00		4.00	4.00	12.00
13 Finalza Yechnical Specifications			6.00			8.00		4.00	4.00	12.00
14 Estimate of Probable Construction Cost 15 Assemble Bd Sets			4.00 2,00	4.00		4.00			0.00	4.60
16 CADO Management		-	4,00	4,00		0.00			0.00	0.00
17 Project Management	4.00	-	8.00			12.00			0.60	12.00
18 Quality Assurance	2.00		4.00	4.00		12.00			0.00	12.00
Subtotal Hours Construction Drawings	6.00	0.00	67,50		2.00	117,50	0.09	12.00	12.00	128,50
Subtatel Fore Construction Deswings	\$1,290.00	\$3.00	\$8,537.60	\$5,200.00	\$210.00	\$16,037.50	\$0.50	\$1,080.00	\$1,080,00	\$16,117.50
VI. Bidding/Award			120				NA COLUMN	4.05	1 80	100000000000000000000000000000000000000
1 Advertise 2 Questions			1.00		6.00	18.00		1.00	0.00	18.60
3 Probid Conference			9.00		0.00	18.00			0.00	16.00
4 Addende			6.00	6.00	- 1		1	4.00	4.00	8.60
5 Bid			9.00			12.00	1		0.00	18.00
6 Info for Award 7 Notice of Award	-		4.00			6.00		4.00	4.00	2.80
7 Notice of Award B Construction Contract Preparation	0.50		1.00			1,50		4.00	0.00	1,60
9			5.00		_	0.00		4.00	0.00	0.00
	4.00		8.00			12.00			0.60	12.00
10 Project Management 11 Quality Assurance	2.00		40000000			2.00	2		0.00	2.00
Subtotal Hours Sidding/Award Subtotal Fees Bidding/Award	6.50	0.00	48.00	- 6.00	6.00	95.50 \$12.002.50	0,00	13.00	13.00	108.50
Subtotal Fees Bidding/Award	\$1,397.50	\$0.00	= \$8.980.00	\$500.00	\$630.00	\$12,922,55	\$0.50	\$1,178.00	H \$1,178.00	\$14,002.50
Vt. Construction Admin. Services 1 PreConstruction Conference					11.00	11,50	-	100000000000000000000000000000000000000	- KA0	11,00
2 Submittale			8.00	-	24.00				0.00	32.60
3 RFVASI			6.00		16.00	24,60				
4 Field Observations (3)					27.00	24,00			0.00	24.00 27.50
5 Field Reports (3)			-		6.00	6.00			0.00	6,50 9,50
8 Punch List					8.00	9,50	-		0.60	9.50
7 Final Inspection 6 Final Inspection Report					9,00	4.00		_	0.00	4.00
9 As-Constructed Drawings				4.00	4.00	6.00			9.00	8.00
10					7.00	0.00			0.00	9.50
11						0.00			0.00	0.00
12 Project Management 13 Quality Assurance	4.00		6.00			12.00			0.00	100000000000000000000000000000000000000
13 publicy Assurance		- 411	- 10.00	7.00		0.00		- 422	0.00	0.00
Subtotal Hours Construction Admin. Services Subtotal Fees Construction Admin. Services	\$860.00	0.00	\$3,480.00	4.00	\$11,550.60	41A 142.00	9.00	\$0.00	\$0.00	\$16,290.60
VIII. Closeoul	\$000.00	\$0.09	- \$4,460.00	#400.00	#11,000.00	\$18,290.00	80,00	\$0.00	\$0.00	\$ 10,000,000
1 11-Month Inspection					8.00	9.50			0.60	9.50
2 11-Month Report					2.00	2.50	51 18		0.60	2.50 1.50
3 Project Managament 4 Quality Assurance	1.00					1.00	17		0.00	1,50
4 Quality Assurance				177		0.00			0.00	5.60
Subtotal Hours Closeout	1.00	0.00	9.00	9,00	11,00	12.00	0.00	9,00	0,00	12.00
Bubbotal Fees Closeour	44.44	25.50	162.50				0.00	0.00	50.00	1,370.00
Total Labor Nours Standard Silling Rate or Fee	\$215,00				\$105.00		\$85,00	\$90.00	29.00	548,60
For Delica	\$8,450.00	\$4,500,00	\$27,912.50	\$10,400.00	= \$14,000.00		\$5.60		- 82.810.00	\$71,712.50
		The same of the sa	-		-	Annual Control	-	-	-	41 - 11 th 100

ELECTRICAL MANHOUR ESTIMATE Events Center Restroom Upgrades Colfax County John Quinn Pate

_			ELECT	RICAL		-8					
No.	Project Task	Principal Engineer	Project Engineer	Engineering Intern I	Engineering Design Specialist	Departmental Totals	ADMN - Aide 2	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	ADMN - Computer Tech.	Grand Totals
i.	Preliminary Design (60%)	Delta year	100000		Service of the last			E 1919			The same of
1	Site Plan		1.00		4.00	5.00					5.00
2	Enlarged Plan		3.00	2.00	5.00	10.00					10.00
3	Panel Schedules		1.00		2.00	3.00					3.00
4	Calcs		2.00			2.00					2.00
5	Coordination with Mechanical		1.00		2.00	3.00					3.00
6	Coordination with Architectural		1.00		2.00	3.00					3.00
7	Div 26 Specs		2.00			2.00		1.00			3.00
8	Cost Estimate		1.00			1,00					1.00
9	Submit to County for Review		1.00		1.00	2.00					2.00
10	Quality Assurance	4.00	American Street	War to the first		4.00		Some N	V 1		4.00
	Subtotal Hours Preliminary Design (60%)	4.00	13.00	2.00		35.00	0.00	1.00	0.00	0.00	
	Subtotal Fees Preliminary Design (60%)	\$860.00	\$2,015.00	\$190.00	\$1,760.00	\$4,825.00	\$0.00	\$90.00	\$0.00	\$0.00	#\$4,915.00
II.	Construction Drawings			Correction of the last of the	1000		10-100		7	double and	-
1	Site Plan		1.00		2.00	3.00					3.00
2	Enlarged Plan		1.00		3.00	4.00					4.00
3	Panel Schedules				1.00	1,00					1.00
4	Coordination with Mechanical				1.00	1.00					1.00
5	Coordination with Architectural				1.00	1.00					1,00
6	Div 26 Specs		1.00			1.00					1.00
7	Cost Estimate		0.50			0.50					0.50
8	Prepare Signed/Stamped Documents		1.00		1.00	2.00					2.00
9						0.00					0.00
10						0.00					0.00
11	Quality Assurance	2.00		400	1000	2.00	the said	2-10	A Transport	may sure year.	2.00
	Subtotal Hours Construction Drawings	2.00	4.50	0.00	9.00	15.50	0.00	0.00	0.00	0.00	15.50
15 // //	Subtotal Fees Construction Drawings	\$430.00	\$897,50	\$0.00	\$990.00	\$2,117.50	\$0.00	\$0.00	\$0.00	\$0.00	\$2,117,50
	Subtotal Hours Construction Drawings	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
-	Subtotal Fees Construction Drawings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
n.	Bidding/Award			Contract of the last		2500000	6 9	CONTRACTOR OF	975 2		
1	Respond to bidders question		2.00		1.00	3.00					3.00
2						0.00					0.00
	Subtotal Hours Bidding/Award	0.00	2.00	0.00	1.00	3.00	0.00	0.00	0.00	0.00	3.00
12 - 117	Subtotal Fees Bidding/Award	\$0.00	\$310.00	\$0.00	\$110.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$420.00
u.	Construction Admin. Services	Secretary.			TARREST	Discountered to the later of th	GENERAL STATE	Carrie Senson	77	Contraction of	
1	Submittal Reviews		2.00		3.00	5.00					5.00
2	Respond to RFIs		1.00		2.00	3.00					3.00
3	Pre-Final Site Vist and Punch List		12.00		10.00	22.00					22.00
4	Record Drawings		2.00		4.00	6.00					6.00
5						0.00					0.00
6	Quality Assurance	2.00				2.00	0. 6.	G	8		2.00
	Subtotal Hours Construction Admin. Services	2.00	17.00	0.00	19.00	38.00	0.00	0.00	0.00	0.00	38.00
	Subtotal Fees Construction Admin, Services	\$430,00	\$2,635,00		\$2,090,00	\$5,155,00	\$0.00	\$0.00		\$0.00	
	Total Labor Hours	11.00	38.50	2.00	45,00	94.50	0.00	1.00	0.00	0.00	96.50
	Standard Billing Rate or Fee	\$215.00	\$155.00	\$95.00	\$110.00	9 11007	\$65.00	\$90.00	\$95.00	\$105.00	80.00
		\$2,365.00			\$4,950.00	=\$13,162.50	\$0.00	\$90.00	\$0.00		\$13,252.50

CONTRA+A1:E69CT AMOUNT	- 1			
Events Center Restroom Upgrades			MOLZEN	CODRIN
Colfax County			MOLZEN	CORDIN
John Quinn Pate			COST	CALCULATED CONTRACT AMOUNT
BASIC FEE (Labor)	· · · · · · · · · · · · · · · · · · ·			
SUBTOTAL LABOR				\$96,807.50
OTHER DIRECT SUBCONSULTANTS	Sub Type	Phase		400,007.00
ABQ ENGINEERING	STRUCTURE		\$2,400.00	
GEO - TEST	GEOTECHNICAL	VERIFY	\$9,000.00	
TESTUDO	MECH - PLUMBING	VERIFY	\$6,000.00	
		14		
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				
Reimbursable Markup (if any)		400		\$17,400.0
SUBTOTAL OTHER DIRECT SUBCONSULTANTS		10%	617 400 00	\$1,740.00
OTHER DIRECT EXPENSES (ODE'S)		Quantity	\$17,400.00	\$19,140.00
In-House Copies	\$0.11	Angittita		
In-House Copies In-House Color Copies (8 1/2 x 11)	\$0.11		\$0.00 \$0.00	
In-House Color Copies (5 1/2 x 11)	\$2.00			
In-House Large Format Plots	\$3.00		\$0.00 \$0.00	
Commercial Copies	\$0.06		\$0.00	
Commercial Prints	\$1.02		\$0.00	
Commercial Color Coples	\$1.50	-	\$0.00	
In-House or Commercial Mylars	\$10.50		\$0.00	
Mileage	\$0.575		\$0.00	
Commercial Travel	40.012		40.00	
Lodging-Per Diem (Verify With Accounting)	\$94.00		\$0.00	
Meals - Per Diem (per person /day) (Verify With Accounting)	\$55.00		\$0.00	
Photo				
Postage				
Supplies				
SUBTOTAL OTHER DIRECT EXPENSES				\$0.0
TOTAL BASIC FEE				\$115,947.5
REIMBURSABLES		Quantity		
In-House Copies	\$0.11	250.00	\$27.50	
In-House Color Copies (8 1/2 x 11)	\$1.00	25.00	\$25.00	
In-House Color Copies (11 x 17)	\$2.00	25.00	\$50.00	
In-House Large Format Prints	\$3.00	17	\$0.00	
In-House Large Format Plots	\$3.00	100.00	\$300.00	
Commercial Copies	\$0.06	400.00	\$24.00	
Commercial Prints	\$1.02	30.00	\$30.60	
Commercial Color Copies	\$1.50		\$0.00	
In-House or Commercial Mylars	\$10.50		\$0.00	
Mileage	\$0.650	2,880.00	\$1,872.00	
Bidding Documents (Specs & Plans)				
Commercial Travel	****			
Lodging-Per Diem (per person/per day) Meals - Per Diem (per person /per day)	\$96.00	0.00	\$0.00	
Photo	\$59.00	6.00	\$354.00	
Postage				
Supplies/Misc.				
SUBTOTAL REIMBURSABLES				\$2,683.1
	"			
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				\$1 <u>1</u> 8,630.6
NMGRT		5.8330%		\$6,919.7
TOTAL				\$125,550.32

2/5/2024, 4:55 PM Page 1

TASK ORDER NO. 9

TASK TITLE: Professional Services for Event Center Upgrades

The OWNER directs the ENGINEER/ARCHITECT to provide services as described below: This task order includes the work necessary to:

- Perform on site measuring and photo documentation of existing conditions.
- Confirm utility adequacy for installation of a water based fire suppression system and an additional fire hydrant.
- Perform site and building schematic design and schematic construction budget for review and approval. Design to include installation of a water based fire suppression system, a fire alarm system, new electrical service, new LED lighting, replacement of existing foamed plastic building insultation with non-combustive material with increased R value, and replacement of doors and hardware as may be required to meet egress codes.
- Prepare civil, architectural, mechanical, electrical, and plumbing drawings as required for bidding and construction.
- Prepare construction cost estimate.
- Prepare technical specifications for the project.
- · Prepare bidding documents.
- Assist the County in bid procurement, response to requests for information, preparation of addenda, preparation of a bid tabulation/review of bids, and make recommendation of award.
- Conduct preconstruction conference, make periodic site visits during construction, respond to requests for information, review material and equipment submittals, review of contractor pay requests, attend prefinal and final inspections.
- Prepare record drawings based on contractor's red line drawings, County approved changes, and Molzen Corbin site visit documentation.

This task order assumes the County will provide a boundary survey or plat of the property and does not include any environmental documentation or permitting.

The ENGINEER/ARCHITECT will be paid a <u>lump sum fee</u> as stated and as based upon the attached man-hour estimate. Total for the services proposed in this task order is \$86,059.50 excluding New Mexico Gross Receipts Tax. Included in this cost are the structural engineering costs for examination of the existing structure (\$1,000), and the plumbing and electrical design for the fire suppression system and the fire alarm system (\$8,000). Reimbursables up to (\$2,319.50) are also included.

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

Proposed by ENGINEER/ARCHITE	ECT	A	Approved by County
Date 7/4/24	For Clien	Date t Use Only	
		-	
	Project	P.O. No.	Account Number

CIVIL MANHOUR ESTIMATE Event Center - Renovate Existing Building Colfax County John Quinn Pate

			100		CIVIL					ADMIN	
No.	Project Teek	Senior Engineer	Project Engineer	Senior Design Specialet	Engineering Design Specialei	Senior Engineering Design Technician	Deeign Technician	Associate Design Technician	Departmental Totals	ADMIN - Support	Grand Totals
	Preliminary Design (50%)	0					20000	55 - 50 0		A	and desirable
100	Site Visit - Line Locates/ Coord on water line/pressure								THE RESERVE		
1	A STATE OF THE PROPERTY OF THE PARTY OF THE		8.00		8.00	James 1			16.00		16.0
2	Wel Utilities Extension Plans		4.00		16.00				20.00	2	20.0
3	Civil details		0.50	7, -1-1	4.00	San 1	£ 0		4.50		Despitation 4
4	Cost Estimate		2.00			0			2.00	222 - 23	2.1
5	Specifications	70							0.00		0.
6					- 8 - 13	1 (2)			0.00		0.
18	L. Water Land Co.		1 - 1/2 - 4/4			Sec. 13.		- 92 - 8	0.00	()	0.
19	CADD Management				2000	922		0.00	0.00	2	0.
20	Project Management							9	0.00	5 ·	0.
21	Quality Assurance							- 1	0.00	-	0.
	Subtotal Hours Preliminary Design (60%)	0.00	F10 - 11 54	0.00		0.00	0.00	0.00		0.00	42.
	Subtotal Fees Preliminary Design (60%)	\$0.00		\$0.00	\$3,360.00	\$0.00	\$0.00	\$0.00	# \$3,360.00	\$0.00	\$3,360.0
',	Final Design (100%)	() = () (S)	1	PER			District Co.		CONTRACTOR OF THE PARTY OF THE	STREET	Maria Maria
	Wet Utilities Extension Plans		2.00		16.00	5			16.00		18.0
2	Civil Details		0.50	3	4.00				4.50		4.5
3_	Cost Estimate		2.00		2.00				4.00		4.1
4	Specifications		1.00					3 - 3	1.00	2.00	1.
21									0.00		0.0
22	CADD Management		10000						0.00		0.0
23	Project Management					(0.00	-	0.0
24	Quality Assurance	De 45.85	1000		100 - 10 WAR	Secretary)		-	0.00		0.0
	Subtotal Hours Construction Drawings	0.00	5.50	0.00		0.00				2.00	29.6
	Subtotal Fees Construction Drawings	\$0.00	\$852.50	\$0.00	\$2,640.00	\$0.00	\$0.00	\$0.00	\$3,492.50	3180.00	\$3,672.5
1	Bidding/Award	SERVICE S	PERMIT	Part Charles	No.	C CONTRACT	Company of the Compan	Printer State		No. of Concession, Name of Street, or other Publisher, Name of Street, Original Publisher, Name of Street, Name of	Management
1	Bidding Questions		2.00	2	1.00				3.00		3.0
2					-			700	0.00		0.0
5					2,750	4	20 2		0.00	0.00	0.
6	Project Management	0		No. of the last		2	3		0.00		0.1
7	Quality Assurance		0.0		100				0.00		0.1
	Subtotal Hours Blidding/Award	0.00	2.00	0.00		0.00		0.00	3.00	0.00	3.
	Bubtotal Fees Bidding/Award	\$0.00	\$310.00	\$0.00	\$120.00	\$0.00	\$0.00	\$0.00	\$430.00	\$0.00	\$430.0
78.	Construction Admin. Services	a harden manage	The second second				20.000	(Committee)		(CONT.)	per service de la constitución d
1	Site Observation of Work	1000				9 200			0.00		0.1
2	Submittals		2.00			8 3			2.00		2.
9	Project Management					3		20000	0.00		0.0
10	Quality Assurance								0.00	-	0.0
	Subtotal Hours Construction Admin. Services	0.00	2.00	0.00		0.00			2.00	0.006	2.1
	Subtotal Fees Construction Admin. Services	\$0.00	\$310.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$310.00	\$0.00	\$310.0
111.	Closeout		1				To the second	Contract of	Contraction 2	1000	
1	Prepare As-Built		3 07	0	2.00	200	0.00	- 2	2.00	100	2.0
3	Project Management		4977-05			2-2		- 5	0.00		0.1
4	Quality Assurance		22	in the latest		X*	100000000000000000000000000000000000000	5 0	0.00	2	0.0
1000	Subtotal Hours Closeout	0.00	0.00	0.00		0.00		0.00	2.00	0.00	2.1
100	Subtotal Fees Closeout	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$240.00	\$0.00	\$240.
	Total Labor Hours	0.00	9.50	0.00		0.00	0.00	0.00	62.50	2.00	79.0
	Standard Bitting Rate or Fee		\$155.00	\$140.00		\$115.00	\$110.00	\$85.00		\$90.00	
	Fee Dollers	\$0.00	\$1, 72.50	\$0.00	\$8,360,00	\$0.00	\$0.00	\$0.00	\$7,832.50	\$180,00	\$8.012.5

ARCHITECTURE MANHOUR ESTIMATE Events Center Renovate Existing Building Colfax County John Quinn Pate

MOLZENCORE

	ARCIATE				INSTRA		
Processi Anness	Project Architect	Architect Intern II	Architectural Designer	Departmental Yessio	ADMIN - Support	ADMIN. Totals	Quand Totals
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	\$2,520.00	-			() () ()		Described to
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	1.50 3.50 5.50 50.50 20.50 4.00 5.60 51.678.00	\$1,00 \$2,00	\$5.00 \$2.00	\$1,000 \$2	\$1.00 \$0.00	0.00	0.00

ELECTRICAL MANHOUR ESTIMATE Event Center - Renovate Existing Building Colfax County John Quinn Pate

			ELECT	RICAL,		- 1		ADMINIS	TRATION		-	
No.	Project Task	Principal Engineer	Project Engineer	Engreening Internit	Engreening Design Specialist	Departmental Totale	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants/Tech. Administrator	ADMIN - Computer Tech.	ADMIN. Totals	Grand Total
	Pre-Design/Study/Programming	51 2	: :	F- 100	0 0	Company of the	-			7	the second	0.50.5
1	Assess Existing Electrical Infrastructure		4.00		3.00	7,00				9 3	0.00	7.0
2	Coordinate with Utility Company		1.00		2.00	3.00					0.00	3.0
3	Load Calculations		2.00			2,00				21	0.00	2.0
4	Preliminary Cost Estimate		1.00		3.00	4,00				Lance of the	0.00	4.0
5	Sita Visit		10,00		100	10.00					0.00	10.0
6	Quality Assurance	4.00				4.00					0.00	4.0
	Subtotal Hours Pre-Design/Study/Programming		18.00	0.00	8.00	30,00		0.00	0.00	0.00	0.00	
	Subtotal Fees Pre-Design/Study/Programming	\$860.00	\$2,790.00	\$0.00		\$4,530,00	\$0.00	\$0.00	\$0.00	\$0.00		\$4,530.0
	Preliminary Design (60%)			-	4000.00			-	1	CHICAGO III	AND DESCRIPTIONS	10000000
1	Site Plan	-	2.00		4.00	8,00		_			0.00	6.0
2	Enlarged Revised Plan	-	3.00			13.00				_	0.00	
3	One-Line and Panel Schedules	_	3.00		8.00	9.00	-				0.00	
4	Caics		1.00		0.00	1,00	-			-	0.00	1.0
5	Coordination with Mechanical		1.00		2.00	3.00	\vdash	-		-	0.00	
6	Coordination with Architectural	-	1.00		2.00	3.00		_			0.00	
7	Div 26 Specs		4,00		2.00	4,00	-	1.00			1.00	
8	Cost Estimate		2.00			2.00	_	1.00		_	0.00	
					4.00	2.00	-	_	-		0.00	
9	Submit to County for Review	7.00	1.00		1.00							
10	Quality Assurance	7.00	10.71		70.77	7.00	A 41			-	0.00	7.6
	Subtotal Hours Preliminary Design (60%) Subtotal Fees Preliminary Design (60%)		\$2,790.00		\$2,530.60	\$7,015.00	\$0.00	\$90.00	\$0.00	\$0.00	\$90.00	\$7,105.0
1.	Construction Drawings	PERMITTER			1	(THE RESTAURANCE)	1000000000000	ACCUPATION.	2000	9 9	2000	100.00
1	Site Plan	1000	1.00		2.00	3.00		100	3-36-35	100 M	0.00	3.0
2	Entarged Revised Plan		1.00	1.00	4.00	6.00				7	0.00	6.0
3	One-Line and Panel Schedules		1.00		2.00	3.00		9			0.00	
4	Coordination with Mechanical				1.00	1.00					0.00	
5	Coordination with Architectural		.,		1.00	1.00					0.00	
6	Div 26 Specs		1.00			1.00					0.00	1.0
7	Cost Estimate		0.50		9	0.50				1 10	0.00	0.6
8	Prepare Signed/Stamped Documents		1.00		1.00	2.00				V 10	0.00	2.0
9					S	0.00			-	1	0.00	0.0
10	The second secon	- zami			3.	0.00		- 5		2 0	0.00	0.0
- 11	Quality Assurance	6,00	1771000	CHIN	and the second	6.00	7000	0.000	7		0.00	6.0
	Subtotal Hours Construction Drawings	6.00	5.50	1.00	11,00	23.50		0.00	0.00	0.00	0.00	23.5
-	Subtotal Fees Construction Drawings	\$1,290,00			\$1,210,00	\$3,447.50		\$0.00		\$0.00		\$3,447.5
n.	Biddin g/Award	all the sh	040076	Doctorna and	memoral and	diameter and	POSTORED AN	COLORIDA.	5.000 (mm)	Management	SECONOMICA D	COMPANIES.
1	Respond to bidders question		3.00		4.00	7.00					Č.00	7.0
2						0.00				1	0.00	0.0
	Subtotal Flours Bidding/Amend	0.00	3.00	0.00	4.00	7.00		0.00	0.00	0.00	0.00	7.0
	Subtotal Fees Bidding/Award	\$0.00	\$465.00	\$0.00		\$905.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$905.0
Л.	Construction Admin. Services	40.00	**********	40.00	# T TO SEC	4000,00	80.00	40.00	40.00	-U.UU		8000.0
1	Submittal Reviews		4.00		8.00	12.00		-		-	0.00	12.0
2	Respond to RFIs		2.00		4.00	6.00					0.00	8.0
3	Pre-Final Site Vist and Punch List		12.00		10.00	22.00					0.00	22.0
			3,00		8.00	11.00					0.00	
4	Record Drawings		3.00	_	0.00			_		_		
5	A. W. Assume		-	-		0.00					0.00	
6	Quality Assurance	6.00				6.00					0.00	6.0
	Subtotal Hours Construction Admin. Services					57.00			0.00		0.60	
	Subtotal Fees Construction Admin. Services				\$3,300.00	\$7,848.00		\$0.00	\$0.00	\$0.00		
1 1 -11	Total Labor Hours		63.50			167.50		1.00	0.00	0.00	1,00	168.5
	Standard Billing Rate or Fee	\$215.00	\$155.00		\$110.00	- W.	\$85.00	\$90.00				
	Fee Dollars	\$4,945,00	\$10,152,50	\$285,00	\$8,360,00	\$23,742.50	\$0.00	\$90.00	\$0.00	\$0,00	\$90.00	\$23,832.5

CONTRACT AMOUNT				
Event Center - Renovate Existing Building			MOLZEN	CORBIN
Colfax County		•		CALCULATED
John Quinn Pate			COST	CONTRACT AMOUNT
BASIC FEE (Labor)	•			
SUBTOTAL LABOR				\$73,840.00
OTHER DIRECT SUBCONSULTANTS	Sub Type	Phase		
ABQ ENGINEERING	STRUCTURE		\$1,000.00	
TESTUDO	FIRE SUPPRESION / ALARM		\$8,000.00	
		-		
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$9,000.00
Reimbursable Markup (if any)		10%		\$900.00
SUBTOTAL OTHER DIRECT SUBCONSULTANTS			\$9,000.00	\$9,900.00
OTHER DIRECT EXPENSES (ODE'S)		Quantity		
tn-House Copies	\$0.11		\$0.00	
In-House Color Copies (8 1/2 x 11)	\$1.00		\$0.00	
In-House Color Copies (11 x 17)	\$2.00		\$0.00	
In-House Large Format Plots	\$3.00		\$0.00	
Commercial Copies Commercial Prints	\$0.06		\$0.00	
Commercial Color Copies	\$1.02 \$1.50		\$0.00	
In-House or Commercial Mylars	\$1.50			
Mileage	\$0.575		\$0.00 \$0.00	
Commercial Travel	\$0.575		\$0.00	
Lodging-Per Diem (Verify With Accounting)	\$94.00		\$0.00	
Meals - Per Diem (per person /day) (Verify With Accounting)	\$55.00		\$0.00	
Photo	\$55.55		44.00	
Postage	1			
Supplies				
SUBTOTAL OTHER DIRECT EXPENSES	<u> </u>			\$0.00
TOTAL BASIC FEE				\$83,740.00
REIMBURSABLES		Quantity		
In-House Copies	\$0.11	100.00	\$11.00	
In-House Color Copies (8 1/2 x 11)	\$1.00	100.00	\$0.00	
In-House Color Copies (11 x 17)	\$2.00		\$0.00	
In-House Large Format Prints	\$3.00	15.00	\$45.00	
In-House Large Format Plots	\$3.00		\$0.00	
Commercial Copies	\$0.06	200.00	\$12.00	
Commercial Prints	\$1.02	25.00	\$25.50	
Commercial Color Coples	\$1.50		\$0.00	
In-House or Commercial Mylars	\$10.50		\$0.00	
Mileage	\$0.650	2,880.00	\$1,872.00	
Bidding Documents (Specs & Plans)				
Commercial Travel				
Lodging-Per Diem (per person/per day)	\$96.00		\$0.00	
Meals - Per Diem (per person /per day)	\$59.00	6.00	\$354.00	
Photo				
Postage Synalise (Miss				
Supplies/Misc. SUBTOTAL REIMBURSABLES				20.040.20
				\$2,319,50
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES	ŕ			\$86,059.50
NMGRT	1	5.8830%		\$5,062.88
TOTAL				\$91,122.38

2/5/2024, 4:23 PM Page 1

TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES, P.A. (ENGINEER\ARCHITECT)
AND COLFAX COUNTY (OWNER), DATED _______ JUNE 14, 2021,

TASK ORDER NO. 10

TASK TITLE: Professional Services for Event Center Civil Upgrades

The OWNER directs the ENGINEER/ARCHITECT to provide services as described below: This task order includes the work necessary to:

- Perform design topographical survey as required for civil modifications.
- Perform site schematic design and schematic construction budget for review and approval.
 Design to include regrading (as required) of the existing access road and parking area. Design for installation of compacted asphalt millings over the existing access road and parking area. Design for installation of concrete paved ADA parking area complete with striping, signage, and concrete access sidewalk.
- Prepare civil drawings as required for bidding and construction.
- · Prepare construction cost estimate.
- · Prepare technical specifications for the project.
- · Prepare bidding documents for advertisement for bids.
- Assist the County in bid procurement, respond to requests for information, preparation of addenda, preparation of a bid tabulation/bid review, and make recommendation of award.
- Conduct preconstruction conference, make periodic site visits during construction, respond to requests for information, review material and equipment submittals, review of contractor pay requests, attend prefinal and final inspections.
- Prepare record drawings based on contractor's red line drawings, County approved changes, and Molzen Corbin site visit documentation.

This task order assumes the County will provide a boundary survey or plat of the property and does not include any environmental documentation or permitting.

The ENGINEER/ARCHITECT will be paid a <u>lump sum fee</u> as stated and as based upon the attached man-hour estimate. Total for the services proposed in this task order is \$28,233.50 excluding New Mexico Gross Receipts Tax. Included in this cost are reimbursables up to (1,9510.00).

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

Proposed by ENGINEER/ARCHIT	ECT	A	pproved by County
Date 2/4/24	For Clien	Date	
 .			
Department	Project	P.O. No.	Account Number

ARCHITECTURE MANHOUR ESTIMATE Events Center Restroom Upgrades Colfax County Mike Provine

7.		ARC	HITECTURE				ADMINIS	TRATION		
No. Project Task	Principal Architect	Senior Architect	Project Archinet	Architect Intern	Architectural Designer	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN. Totale	Grand Totals
Pre-Design/Study/Programming	Contraction (in			-				10000	4	
1 CARDINA						0.00			0.00	0.
5 CADD Management 6 Project Management						0.00			0.00	0.
7 Quality Assurance				-		0.00			0.00	0.
Subtotal Hours Pro-Design/Study/Programming	0.00	0.00	0.00	- 444	4.44	0.00		0.00	0.00	0.
Subtotal Fees Pre-Design/Study/Programming	\$0.00	\$0.00	9.00 \$0.00	\$0.00	\$0.00	\$0.00	0.00 \$0.00	\$0.00	\$0.00	0. \$0.
Preliminary Design (80%)	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	30.00	\$0.00	\$0.00	30.
9		-				0.00			0.00	0.
10 CADD Management			Calcal III			0.00			0.00	0.
11 Project Management						0.00		_	0.00	0
12 Quality Assurance	70.000					0.00			0.00	0
	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.
Subtotal Fees Preliminary Design (60%)	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00		\$0
Subtotal Hours Final Design (100%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Fees Final Design (100%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
Subtotal Hours	0.00	0.00	0.00		0.00		0.00	0.00	0.00	0
Subtotal Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
Construction Drawings	Property of the Control of the Contr		-	3		(Feb.)	-	1000		
Finalize Division Q	100		12.00		37.7	12,00		4.00	4.00	16.
2 Finalize Division 1	- 5	20.0	6.00			8.00	2.34.6	4.00	4.00	10
3 Finalize Technical Specifications			1.00			1.00			0.00	
4 Assemble Bid Sets			2.00	4.00		6.00		Y (0.00	6.
		-			- //	0.00	200		0.00	0
6 CADD Management 7 Project Management						0.00			0.00	0
7 Project Management 8 Quality Assurance				_		0.00			0.00	0.
Subtotal Hours Construction Drawings	0.00	0.00	21.00	4.00	0.00		0.00	9.00	0.00	0.
Subtotal Fees Construction Drawings	50.00	\$0.00				\$3,445,00	\$0.00	8.00 \$720.00	\$720.00	33.
i. Bidding/Award	\$0.00	\$0.00	\$3,040.00	\$400.00	\$0.00	\$3,445.00	\$0.00	\$720.00	\$720.00	\$4,165.
1						0.00		-	0.00	0.
2 Advertise			1.00	_		1,00		1.00	1.00	2
3 Questions					4.00			1.00	0.00	-
4 Prebid Conference		1.5			9.00		0.00		0.00	
5 Addenda					4.00	4.00		4.00	4.00	8.
6 Bid					9.00		V. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.		0.00	9
7 Info for Award	17000	D 10 50 1	4.00			4.00		4.00	4.00	
8 Notice of Award	0,50		1.00			1.50		130	0.00	100000000000000000000000000000000000000
9 Construction Contract Preparation			6.00			6.00		4.00	4.00	10.
10 Project Management						0.00	A 100 PM		0.00	
11 Quality Assurance					2000	0.00			0.00	0.
Subtotal Hours Blidding/Award	0.50 \$107.50	0.00	12.00		26.00		0.00		13.00	51.
Subtotal Fees Bidding/Award Construction Admin. Services	\$107,50	\$0.00	\$1,740.00	\$0.00	\$2,730.00	\$4,577.50	\$0.00	\$1,170.00	\$1,170.00	\$5,747.
Construction Admin. Services Submittals				_	4.00	F 00			4 40	
2 RFVASI					5.00			-	0.00	5.
4					5.00	0.00			0.00	0
5 Project Management			700		500	0.00			0.00	· à
6 Quality Assurance		Company of the last			To conserve	0.00		S. C. Contraction	0.00	0
Subtotal Hours Construction Admin. Services	0.00	0.00	0.00	0.00	10.00		0.00	0.00	0.00	10.
Subtotal Fees Construction Admin. Services	\$0.00	\$0.00	\$0.00			\$1,050,00	\$0.00	\$0.00	\$0.00	\$1,050
il. Closeout		diameters in a	- Commonweal	Spinor de la constante de la c	0		2	1	Charles Sales	4 (10.00)
1 Project Management				100000	Jan 19 18	0.00	40-0-07		0.00	
Quality Assurance	0.00	7				0.00	- 200	Aug - 12	0.00	- ô
Subtotal Hours Closeout	0.00	0.00	0.00		0.00		0.00	0.00	0.00	A
Subtotal Fees Closeout	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0
Total Labor Hours	0.50	0.00	33.00	4.00	38.00		0.00	21,00	21.00	94.
Standard Billing Rate or Fee	\$215.00	\$180.00	\$145.00		\$105.00		\$85.00	\$90.00		
Fee Dollers	\$107.50	48.60	\$4,785,00			\$9.072.50		\$1,890.00	\$1,890.00	\$10,952

CIVIL MANHOUR ESTIMATE Events Center Civil Work Colfax County Mike Provine

			(CIVIL			ADMIN	•	
No.	Project Task	Senior Engineer	Engineering Intern	Senior Design Specialist	Engineering Design Specialist	Departmental Totals	ADMIN - Support	ADMIN, Totals	Grand Totals
II.	Preliminary Design (60%)								
1	Site visit and grade survey	8.00	8.00	8.00		24.00		0.00	24.00
2	Grading/Wet Utilities Extension Plans	1.00	2.00	16.00		19.00		0.00	19.00
3	Civil details				6.00	6.00		0.00	6.00
4	Cost Estimate	1.00	4.00	2.00		7.00			7.00
5	Specifications					0.00		0.00	0.00
6	coordination with County					0.00		0.00	0.00
7	†					0.00		0.00	0.00
8	CADD Management			1.00		1.00		0.00	1.00
9	Project Management	1.00				1.00		0.00	1.00
10	Quality Assurance	71.50	100			0.00		0.00	0.00
100000000000000000000000000000000000000	Subtotal Hours Preliminary Design (60%)	11.00	14.00	27.00	6.00	58.00	0.00		58.00
	Subtotal Fees Preliminary Design (60%)		\$1,330,00	\$3,780.00	\$720.00		\$0.00		\$7,975.00
v.	Final Design (100%)	≠±, 170,00	\$1,550.00	\$3,700.00	4120,00	91,810.00	\$0.00	90.00	41,610,00
		1.00	0.00	8.00		44.86		0.00	12.87
1	Grading Plan			8.00		11.00			11.00
2	Civil Details	0.50			4.00	5.50		0.00	5.50
3	Cost Estimate	1.00				1,00		0.00	1,00
4	Specifications	1.00	2.00			3.00	2.00	2.00	5.00
5						0.00		0.00	0.00
6	CADD Management					0.00		0.00	0.00
7	Project Management	1.00		10		1.00		0.00	1.00
8	Quality Assurance	1.00			1	1.00		0.00	1.00
Hall-Till	Subtotal Hours Construction Drawings	5.50	5.00	8.00	4.00	22.50		2.00	24.50
	Subtotal Fees Construction Drawings	\$1,072.50	\$475.00	\$1,120.00	\$480.00	\$3,147.50	\$180.00	\$180.00	\$3,327.50
VI.	Bldding/Award			24	Co.				
_1	Bidding Questions	1.00	2.00	2.00		5.00		0.00	5.00
2						0.00		0.00	0.00
3						0.00		0.00	0.00
4	Project Management					0.00		0.00	0.00
5	Quality Assurance					0.00		0.00	0.00
	Subtotal Hours Bidding/Award	1.00	2.00	2.00	0.00	5.00	0.00	0.00	5,00
	Subtotal Fees Bidding/Award		\$190.00	\$280.00	\$0.00	\$665,00	\$0.00	\$0,00	\$665,00
VII.	Construction Admin. Services	Table 10 and 10			The second second				
1	Site Observation of Work	-	9.00			9.00		0.00	9.00
2	Pre Construction Conference		9.00			9.00		0.00	9.00
3	Review Pay Applications	4.00				\$.00		9.00	8.00
4	Submittals	7.00	4.00			4.00		0.00	4.00
5	Project Management	1.00	4.00			1.00		0.00	1.00
6	Quality Assurance	1.00		7		0.00		0.00	0.00
0									
	Subtotal Hours Construction Admin. Services	5.00	22.00	0.00	0.00	27.00		0.00	23.00
	Subtotal Fees Construction Admin. Services	\$975.00	\$2,090.00	\$0.00	\$0.00	\$3,085.00	\$0.00	\$0.00	\$3,065.00
VIII.	Closeout			B					
_1	Prepare As-Built		0.50		2.00	2.50		0.00	2.50
3	Project Management			2		0.00		0.00	0.00
4	Quality Assurance					0.00	1	0.00	0.00
	Subtotal Hours Closed	0.00	0.50	0.00	2.00	2.50	0.00	0.00	2.50
	Subtotal Fees Closeout	\$0.00	\$47.50	\$0.00	\$240.00	\$287.50	\$0.00	\$0.00	\$287.50
10000	Total Labor Hours	22.50			12.00		2.00	2.00	113.00
	Standard Billing Rate or Fee			\$140.00			\$90.00		
		\$4,387.50				\$15,140,00		\$180.00	\$15,320.00

CONTRACT AMOUNT	<u> </u>			
Events Center Civil Work				COBBIN
			MOLZEN	COKRIN
Colfax County				
Mike Provine			COST	CALCULATED CONTRACT AMOUNT
BASIC FEE (Labor)				<u> </u>
SUBTOTAL LABOR				\$26,282.50
OTHER DIRECT SUBCONSULTANTS	Sub Type	Phase		420,202.00
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$0.00
Reimbursable Markup (If any)		10%		\$0.00
SUBTOTAL OTHER DIRECT SUBCONSULTANTS			\$0.00	\$0.00
OTHER DIRECT EXPENSES (ODE'S)		Quantity	V	
In-House Copies	\$0.11		\$0.00	
In-House Color Copies (8 1/2 x 11)	\$1.00		\$0.00	
In-House Color Copies (11 x 17)	\$2.00		\$0.00	
In-House Large Format Plots	\$3.00		\$0.00	
Commercial Copies	\$0.06		\$0.00	
Commercial Prints	\$1.02		\$0.00	
Commercial Color Copies	\$1.50		\$0.00	
In-House or Commercial Mylars	\$10.50		\$0.00	
Mileage	\$0.575		\$0.00	
Commercial Travel				
Lodging-Per Diem (Verify With Accounting)	\$94.00	4	\$0.00	
Meals - Per Diem (per person /day) (Verify With Accounting)	\$55.00		\$0.00	
Photo				
Postage				
Supplies				
SUBTOTAL OTHER DIRECT EXPENSES				\$0.00
TOTAL BASIC FEE				\$26,282.50
REIMBURSABLES		Quantity		
In-House Copies	\$0.11	150.00	\$16.50	
In-House Color Copies (8 1/2 x 11)	\$1.00		\$0.00	
In-House Color Copies (11 x 17)	\$2.00		\$0.00	
In-House Large Format Prints	\$3.00	15.00	\$45.00	
In-House Large Format Plots	\$3.00		\$0.00	
Commercial Copies	\$0.06	250.00	\$15.00	
Commercial Prints	\$1.02	25.00	\$25.50	
Commercial Color Copies	\$1.50		\$0.00	
In-House or Commercial Mylars	\$10.50		\$0.00	
Mileage	\$0.650	2,300.00	\$1,495.00	
Bidding Documents (Specs & Plans)				
Commercial Travel				
Lodging-Per Diem (per person/per day)	\$96.00		\$0.00	
Meals - Per Diem (per person /per day)	\$59.00	6.00	\$354.00	
Photo		<u> </u>		
Postage				
Supplies/Misc.				4.45
SUBTOTAL REIMBURSABLES				\$1,951.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				\$28,233.50
NMGRT		5.8330%		\$1,646.86
İTOTAL				\$29,880.36

2/5/2024, 2:23 PM

COLFAX COUNTY AIRPORT AT ANGEL FIRE

NOTE: Self Service Pump Sales Included!

	\$ - \$ - \$ 7,331.00 \$ 50.00 \$ 2,600.00 \$ - \$ - \$ 125.00 \$ - \$ \$ - \$ - \$ 686.00 \$ - \$ 400.00 \$ 500.00 \$ - \$ 125.00 \$ - \$ \$ - \$ - \$ 1,239.00 \$ - \$ 250.00 \$ - \$ - \$ 250.00 \$ - \$ \$ - \$ - \$ 1,281.00 \$ - \$ 2,200.00 \$ 500.00 \$ - \$ - \$ - \$ \$ - \$ 3,866.50 \$ 10,696.00 \$ 90.00 \$ 185.00 \$ 530.00 \$ - \$ 850.00 \$ - \$																	Fu	el Sales	include	Tax	starting	g July 202	3		
Month		Oil		AvGas		Jet A+		•	Hangar					L	•		G	BPU	Crew Car		Misc	Sales Tax		% CC Fee	Self Serve Sales	Total
Jan		\$ -	\$		\$	7,331.00	\$	50.00	\$ 2,600.00	\$		\$	-	\$	125.00	\$ -	\$	-	\$ -	\$	•	\$ 168.79	\$	303.63		\$ 10,578.
Feb		\$ -	\$	-	\$	686.00	\$	-	\$ 400.00	\$	500.00	\$	-	\$	125.00	\$ -	\$	-	\$ -	\$	-	\$ 25.84	\$	34.08		\$ 1,770.
Mar		\$ -	\$	-	\$	1,239.00	\$		\$ 250.00	\$	-	\$	-	\$	250.00	\$ -	\$	-	\$ -	\$	-	\$ 30.40	\$	52.56		\$ 1,821.
Apr		\$ -	\$	-	\$	1,281.00	\$		\$ 2,200.00	\$	500.00	\$	-	\$	-	\$ -	\$	-	\$ -	\$	4,705.75	\$ -	\$	194.70		\$ 8,881.
May		\$ -	\$	490.00	\$	3,600.00	\$		\$ 1,000.00	\$	-	\$	-	\$	250.00	\$ -	\$	-	\$ -	\$	-	\$ 76.03	\$	148.64		\$ 5,564.
Jun		\$ -	\$	3,866.50	\$	10,696.00	\$	90.00	\$ 185.00	\$	530.00	\$	-	\$	850.00	\$ -	\$	-	\$ -	\$	-	\$ 86.94	\$	460.88		\$ 16,765.
Jul		\$ 8.00	\$	4,026.00	\$	12,909.00	\$	680.00	\$ -	\$	1,500.00	\$	-	\$	500.00	\$ -	\$	-	\$ -	\$	-	\$ 161.63	\$	584.74	\$ 3,962.29	\$ 24,331.
Aug		\$ 7.00	\$	2,745.17	\$	7,980.00	\$	60.00	\$ -	\$	-	\$	-	\$	500.00	\$ -	\$	-	\$ -	\$	-	\$ 31.61	\$	338.74	\$ 6,964.04	\$ 18,626.
Sep		\$ -	\$	3,324.75	\$	8,526.00	\$		\$ -	\$	200.00	\$	-	\$	500.00	\$ -	\$		\$ -	\$		\$ 22.80	\$	319.94	\$ 4,019.63	\$ 16,913.
Oct		\$ -	\$	6,059.00	\$	8,456.00	\$	30.00	\$ -	\$	•	\$	-	\$	125.00	\$ -	\$		\$ -	\$	-	\$ 9.42	\$	440.35	\$ 2,457.60	\$ 1 <i>7</i> ,577.
Nov		\$ -	\$	1,025.00	\$	-	\$	2,000.00	\$ -	\$	•	\$	-	\$	-	\$ -	\$		\$ -	\$	-	\$ 121.66	\$	90.75	\$ -	\$ 3,237.
Dec		\$ -	\$		\$		\$		\$ -	\$		\$		\$	•	\$ -	\$		\$ -	\$		\$ -	\$	-	\$ -	\$ -
TOTALS		\$ 15.00	\$	21,536.42	\$	62,704.00	\$	2,910.00	\$ 6,635.00	\$	3,230.00	\$		\$:	3,225.00	\$ -	\$	-	\$ -	\$	4,705.75	\$ 7 35.12	\$	2,969.01	\$ 17,403.56	\$ 126,068.
% Sales		0%		17%		50%		2%	5%		3%		0%		3%	0%	(0%	0%		4%	1%		2%	14%	\$ 126,068.

Gallons (Approx) 3077 8958

Activity and Sales History for KAXX

Month	2022	Turbine	Mil	Charter	Emerg Med Ops	Monthly Sales	Month	2023	Turbine	Mil	Charter	Emerg Med Ops	Monthly Sales
Jan	116	58	32	16	2	\$ 22,556.76	Jan	33	12	3	4	0	\$ 10,578.42
Feb	92	52	20	20	4	\$ 20,863.33	Feb	22	7	0	3	0	\$ 1 <i>,77</i> 0.92
Mar	130	74	20	16	2	\$ 26,911.64	Mar	19	10	4	2	0	\$ 1,821.96
Apr	110	<i>7</i> 6	10	4	0	\$ 25,015.44	Apr	7	5	1	1	0	\$ 8,881.45
May	196	190	6	2	1	\$ 25,980.24	May	26	11	1	4	0	\$ 5,564.67
June	90	66	8	24	4	\$ 47,168.57	June	62	26	4	1 <i>7</i>	0	\$ 16,765.32
July	54	20	1	7	0	\$ 21,941.44	July	62	18	0	14	1	\$ 24,331.67
Aug	42	24	0	16	0	\$ 31,002.20	Aug	62	19	3	15	0	\$ 18,626.56
Sept	41	14	4	7	0	\$ 18,159.51	Sept	62	24	2	9	3	\$ 16,913.12
Oct	43	22	6	1 <i>7</i>	0	\$ 19,910.98	Oct	32	16	1	11	0	\$ 1 <i>7,577</i> .3 <i>7</i>
Nov	28	1 <i>7</i>	3	9	0	\$ 8,423.52	Nov						
Dec	31	17	1	12	1	\$ 8,110.79	Dec						
Totals	973	630	111	150	14	\$ 276,044.42	Totals	387	148	19	80	4	\$ 122,831.46

2021 CYTD \$ 218,023.31 2022 CYTD \$ 276,044.42 27% Deltα \$ 58,021.11 2022 CYTD \$ 276,044.42 2023 CYTD \$ 122,831.46 -56% Deltα \$ (153,212.97)

Month	2024	Turbine	Mil	Charter	Emerg Med Ops	Monthly Sales	Month	2025	Turbine	Mil	Charter	Emerg Med Ops	Monthly Sales
Jan							Jan						
Feb							Feb						
Mar							Mar						
Apr							Apr						
May							May						
June							June						
July							July						
Aug							Aug						
Sept							Sept						
Oct							Oct						
Nov							Nov						
Dec							Dec						
Totals	0	0	0	0	0	\$ -	Totals	0	0	0	0	0	\$ -

2023 CYTD \$ 122,831.46 2024 CYTD \$ - -100% Deltα \$ (122,831.46) 2024 CYTD \$ - #DIV/0! 2025 CYTD \$ - #DIV/0! Delta \$ -

Angel Fire Avgas

Angel Fire Jet A

Date	Tank Reading (inches)	Tank Gallons	Truck Gallons	Total Inventory	Change in Inventory		Date	Tank Reading (inches)	Tank Gallons	Truck Gallons	Total Inventory	Change in Inventory
1/1/2022	32	3611	275	3886			1/1/2022	23	2291	3000	5291	
1/19/2022	27	2862	518	3380	506		1/19/2022	11.5	858	2658	3516	1775
1/27/2022	24.75	2537	727	3264	116	Plus 7095 Gal Jet A	1/27/2022	58.34	7860	2461	10321	-6805
1/31/2022	24.75	2537	463	3000	264		1/31/2022	58.34	7860	2261	10121	200
2/12/2022	20.5	1950	638	2588	412		2/12/2022	48.5	6230	1369	7599	2522
3/7/2022	18.5	1687	151	1838	750		3/7/2022	37	4388	1611	5999	1600
3/14/2022	12.5	967	674	1641	197		3/14/2022	25	2573	2900	5473	526
3/24/2022	55.5	7350	411	<i>77</i> 61	-6120	Plus 6997 Gal Avgas	3/24/2022	23.5	2361	1912	4273	1200
3/31/2022	52.5	6872	606	7478	283		3/31/2022	14.5	1194	2702	3896	377
4/21/2022	50.5	6552	750	7302	176		4/21/2022	11	805	2398	3203	693
4/30/2022	50	6471	415	6886	416	Plus 7997 Gallons	4/30/2022	47.5	6069	2602	8671	-5468
6/1/2022	47	5988	750	6738	148		6/1/2022	39.25	4745	2196	6941	1730
7/8/2022	43	5344	433	5777	961		7/8/2022	17	1497	2620	4117	2824
8/31/2022	30	3307	364	3671	2106	Plus 7508 JetA 8-3-2022	8/31/2022	50	6471	1514	7985	-3868
9/29/2022	22	2153	636	2789	882		9/29/2022	33	3764	2414	6178	1807
10/5/2022	71	9674	636	10310	-7521	7968 Gls AvGas & 1950 Gls JetA	10/5/2022	45	5666	2040	7706	-1528
11/4/2022	67	9107	636	9743	567		11/4/2022	36.5	4310	1807	6117	1589
11/30/2022	63	8513	636	9149	594		11/30/2022	28	3009	2092	5101	1016
1/3/2023	62	8361	636	8997	152		1/3/2023	17	1497	2685	4182	919
2/1/2023	61	8208	0	8208	789	emptied AvGas truck for transport	2/1/2023	17	1497	1822	3319	863
3/1/2023	59	7899	0	7899	309	4005 gls Jet A on 2-7-23	3/1/2023	44	5505	1724	7229	-3910
3/29/2023	58	7743	0	7743	156		3/29/2023	43	5344	1724	7068	161
5/3/2023	58	7743	0	7743	0		5/3/2023	43	5344	1724	7068	0
6/1/2023	55	7270	222	7492	251		6/1/2023	43	5344	1124	6468	600
7/1/2023	45	5666	715	6381	1111		7/1/2023	19	1752	3000	4752	1716
8/2/2023	41	5024	317	5341	1040		8/2/2023	21	2017	2151	4168	584
8/31/2023	29	31 <i>57</i>	581	3738	1603	3456 gls JETA on 8/3/23	8/31/2023	27	2862	2850	5712	-1544
10/5/2023	25	2573	186	2759	979		10/5/2023	27	2862	11 <i>57</i>	4019	1693
11/8/2023	11	805	985	1790	969		11/8/2023	11	805	1988	2793	1226
				0	1 <i>7</i> 90						0	2793
				0	0						0	0

Angel Fire Airport

Fiscal Year To Date 2023-2024 Sales Summary

July 2023 thru June 2024

2023/24 Fiscal YTD	Oil	AvGas Incl Tax	Jet A+ Inclds Tax	Acft Parking on Ramp	Aircraft Parking in Hangar	Auto Park Outside	Auto Park Inside	Landing Fees	Call Out Fees	GPU	Courtesy Car	Misc	Sales Tax	3% CC Fee	Self Serve Sales	Total Sales	NOTES	
TOTALS	\$ 15.00	\$ 17,179.92	\$ 37,871.00	\$ 2,770.00	\$ -	\$ 1,700.00	\$ -	\$ 1,625.00	\$ -	\$ -	\$ -	\$ -	\$ 347.12	\$ 1,774.52	\$ 17,403.56	\$ 80,686.12		
% of Sales	0%	21%	47%	3%	0%	2%	0%	2%	0%	0%	0%	0%			22%	Ĺ	Pouble Check	

Average Monthly Sales

\$ 6,723.84

Tax on fuel sold included in fuel column totals - sales taxes paid column is for other than fuel sales.

 Gallons
 2545
 5410

 Gal/Mo
 FYTD
 212
 451

XB-RTZ	SR22	10/26/23	1610	10/30/23	1000	Raul	Overnight Stay
XB-GFA	C421	10/26/23	1615	10/30/23	1005	Raul	Overnight Stay
N327TX	Citation CJ3	10/26/23	1335	10/26/23	1430	Mountain Air	PU Pax
N9163Q	Mooney	10/25/23	1010	10/25/23	1015		T&G
N347CP	SR22	10/21/23	1345	10/21/23	1600		Day Flight
N133NC	RV8a	10/20/23	930	10/20/23	845	Glen T.	Day flight
demise 61	King Air 300	10/18/23	1200	10/18/23	1205	US Army	Low Approach
N1379G	C340	10/18/23	1730	10/20/23	1830	Glen T.	Weekend Trip
N444BT	TBM900 Soccata	10/18/23	1310	10/18/23	1530		Day Trip
N504TC	Eclipse 500	10/15/23	1245	10/15/23	1300	Sloane Harris	PU Pax
N39DJ	Citation CJ3	10/16/23	900	10/16/23	1015		PU Pax
N3094W	Saratoga	10/19/23	1200	10/16/23	900	Jay/Lisa M.	Week trip
N504TC	Eclipse 500	10/15/23	1245	10/15/23	1300	Sloane Harris	Drop Pax
N233RG	SR22	10/14/23	1400	10/14/23	1430	Brad Reitmeyer	Day Trip
N505WS	Diamond	10/14/23	830	10/14/23	930	Chad	Day Trip
N490FL	Hawker 400	10/13/23	1130	10/14/23	1000	Art Private Jets LLC	Overnight Stay/Drop Pax
N881DB	Malibu Mirage	10/13/23	1000	10/13/23	1200	Bob	Day trip
N54FL	Citation	10/11/23	1340	10/11/23	1440		PU Pax
N881DB	Malibu Mirage	10/10/23	1800	10/11/23	1035	Bob	overnight stay
N809MP	SR22	10/10/23	1745	10/15/23	1330	Burrus	Weekend Trip
N233RG	SR22	10/10/23	1115	10/10/23	1215		Drop pax/not a charter
N895WT	SF50 Vison	10/9/23	1045	10/9/23	1110	August P.	PU Pax
N252DK	Mooney	10/6/23	1600	10/9/23	1045	David K.	Weekend Trip
N1132U	C210 Centurion	10/6/23	1400	10/10/23	700	Cnut	Weekend Trip
N54FL	Citation	10/6/23	1115	10/6/23	1255		Drop Pax
N6011S	Beechcraft Duke	10/6/23	920	10/6/23	930		Drop Pax
N76AZ	Caravan	10/6/23	830	10/6/23	900	Hubbard	Drop Pax
N389SB	C441 Conquest	10/5/23	1835	10/8/23	1100	Shane B.	
N895WT	SF50 Vision	10/5/23	1310	10/5/23	1350	August P.	drop Pax
N95FC	C182	10/5/23	1120	10/5/23	1150	Horst	Day flight
N277BC	RV-6	10/5/23	1015	10/9/23	930	Bruce C.	Weekend Trip
N3094W	Saratoga	10/6/23	945	10/4/23	1100	Jay/Lisa M.	Weekend Trip

COLFAX COUNTY AIRPORT AT ANGEL FIRE

NOTE: Self Service Pump Sales Included!

	Combined Monthy Sales Totals CY 2023 Oil AvGas Jet A+ Acft Pkg Ramp Hangar Auto Pk Outside Landing Inside Call Out Fee \$ - \$ - \$ 7,331.00 \$ 50.00 \$ 2,600.00 \$ - \$ - \$ 125.00 \$ - \$ - \$ - \$ 686.00 \$ - \$ 400.00 \$ 500.00 \$ - \$ 125.00 \$ - \$ - \$ - \$ 1,239.00 \$ - \$ 250.00 \$ - \$ 250.00 \$ - \$ - \$ 250.00 \$ - \$ - \$ 250.00 \$ - <																		Fυ	el Sales	include	Tax	starting	g July 202	3	
Month	C	il	AvGas		Jet A+		•	Hangar						•			G	PU	Crew Car		Misc	Sales Tax		% CC Fee	Self Serve Sales	Total
Jan	\$		\$ -	\$	7,331.00	\$	50.00	\$ 2,600.00	\$		\$		\$	125.00	\$		\$		\$ -	\$		\$ 168.79	\$	303.63		\$ 10,578.42
Feb	\$	-	\$ -	\$	686.00	\$	-	\$ 400.00	\$	500.00	\$	-	\$	125.00	\$		\$	-	\$ -	\$	-	\$ 25.84	\$	34.08		\$ 1,770.92
Mar	\$		\$ -	\$	1,239.00	\$		\$ 250.00	\$		\$	•	\$	250.00	\$	-	\$		\$ -	\$		\$ 30.40	\$	52.56		\$ 1,821.96
Apr	\$		\$ -	\$	1,281.00	\$		\$ 2,200.00	\$	500.00	\$		\$		\$	•	\$		\$ -	\$	4,705.75	\$ -	\$	194.70		\$ 8,881.45
May	\$		\$ 490.00	\$	3,600.00	\$		\$ 1,000.00	\$	•	\$		\$	250.00	\$	-	\$		\$ -	\$	•	\$ 76.03	\$	148.64		\$ 5,564.67
Jun	\$		\$ 3,866.50	\$	10,696.00	\$	90.00	\$ 185.00	\$	530.00	\$		\$	850.00	\$		\$	•	\$ -	\$		\$ 86.94	\$	460.88		\$ 16,765.32
Jul	\$	8.00	\$ 4,026.00	\$	12,909.00	\$	680.00	\$ -	\$ 1,	,500.00	\$		\$	500.00	\$	•	\$		\$ -	\$		\$ 161.63	\$	584.74	\$ 3,962.29	\$ 24,331.66
Aug	\$	7.00	\$ 2,745.17	\$	7,980.00	\$	60.00	\$ -	\$		\$		\$	500.00	\$		\$		\$ -	\$		\$ 31.61	\$	338.74	\$ 6,964.04	\$ 18,626.56
Sep	\$	•	\$ 3,324.75	\$	8,526.00	\$		\$ -	\$	200.00	\$		\$	500.00	\$		\$		\$ -	\$		\$ 22.80	\$	319.94	\$ 4,019.63	\$ 16,913.12
Oct	\$		\$ 6,059.00	\$	8,456.00	\$	30.00	\$ -	\$	•	\$		\$	125.00	\$		\$		\$ -	\$		\$ 9.42	\$	440.35	\$ 2,457.60	\$ 17,577.37
Nov	\$		\$ 1,753.00	\$	3,710.00	\$		\$ 2,000.00	\$	•	\$		\$	125.00	\$		\$		\$ -	\$		\$ 129.26	\$	227.86	\$ 1,171.56	\$ 9,116.68
Dec	\$	-	\$ 1,325.25	\$	3,374.00	\$	30.00	\$ 2,050.00	\$	-	\$		\$	-	\$	-	\$	-	\$ -	\$		\$ 4.86	\$	110.33	\$ 862.50	\$ 7,756.94
TOTALS	\$ 1	5.00	\$ 23,589.67	\$	69,788.00	\$	940.00	\$ 10,685.00	\$ 3	,230.00	\$		\$ 3,	,350.00	\$	-	\$	-	\$ -	\$	4,705.75	\$ 747.58	\$:	3,216.45	\$ 19,437.62	\$ 139,705.07
% Sales	0	%	17%		50%		1%	8%		2%		0%		2%	ď	0%	0	1%	0%		3%	1%		2%	14%	\$ 139,705.07

Gallons (Approx) 3370 9970

Angel Fire Airport

	Receipt	Register fo	or Sales								NOTE:	Self Servi	ice Pump S	Sales Incl	uded!	\$2,457.60		
Oct	2023	AvGas	Jet A+	Acft Pking	Acft Pking	Auto Pk	Auto Pk	Landing	Call Out	GPU	Crew	Misc	Sales	3% CC	Total	Credit Card	Cash &	TOTAL
Date	Oil	Avous	Jer A+	Ramp	Hangar	Outside	Inside	Fee	Fee	GFU	Car	MISC	Tax	Fee	Sales	Settlement	Checks	COLLECTED
1		\$ 479.25	\$ 700.00											\$ 35.37	\$ 1,214.62	\$ 1,214.62		\$ 1,214.62
2															\$ -	\$ -		\$ -
3															\$ -	\$ -		\$ -
4								·							\$ -	\$ -		\$ -
5			\$ 140.00										<u> </u>	\$ 4.20	\$ 144.20	\$ 144.20		\$ 144.20
6			\$ 3,815.00					\$ 125.00					\$ 7.60	\$ 118.42	\$ 4,066.02	\$ 4,066.02		\$ 4,066.02
7															\$ -	\$ -		\$ -
8				\$ 30.00									\$ 1.82	÷		\$ 32.77		\$ 32.77
9		\$ 121.50	\$ 490.00											\$ 18.34	\$ 629.84	\$ 629.84		\$ 629.84
10															\$ -	\$ -		\$ -
11		\$ 2,450.00												\$ 73.50	\$ 2,523.50	\$ 2,523.50		\$ 2,523.50
12										ļ			ļ		\$ -	\$ -		\$ -
13		\$ 826.00											ļ	\$ 24.78	\$ 850.78	\$ 850.78		\$ 850.78 \$ 498.77
14		\$ 484.25											<u> </u>	\$ 14.52	•	\$ 498.77		
15		<u> </u>	\$ 490.00											\$ 14.70		\$ 504.70		\$ 504.70
16 17		<u></u>	\$ 700.00				<u>.</u>						ļ	\$ 21.00	_	\$ 721.00		\$ 721.00
18		<u> </u>	\$ 721.00										<u> </u>	<u>i</u> 21.63	\$ - \$ 742.63	\$ - \$ 742.63		\$ 742.63
19		<u>.</u>	\$ 721.00											21.03	_	_		\$ 742.03
20		\$ 459.00									-			\$ 13.77	\$ - \$ 472.77	\$ - \$ 472.77		\$ 472.77
21		437.00												ψ 13.//	\$ -	\$ -		\$ -
22															\$ -	\$ -		\$ -
23															\$ -	\$ -		\$ -
24		<u></u>											1	<u>:</u>	\$ -	\$ -		\$ -
25															\$ -	\$ -		\$ -
26			\$ 1,400.00					•						\$ 42.00	\$ 1,442.00	\$ 1,442.00		\$ 1,442.00
27		\$ 1,239.00						•						\$ 37.17	\$ 1,276.17	\$ 1,276.17		\$ 1,276.17
28	1														\$ -	\$ -		\$ -
29															\$ -	\$ -		\$ -
30															\$ -	\$ -		\$ -
31															\$ -	\$ -		\$ -
TOTALS	\$ -	\$ 6,059.00	\$ 8,456.00	\$ 30.00	\$ -	\$ -	\$ -	\$ 125.00	\$ -	\$ -	\$ -	\$ -	\$ 9.42	\$ 440.35	\$ 15,119.77	\$ 15,119.77	\$ -	\$ 17,577.37
% Sales	0%	40%	56%	0%	o %	0%	0%	1%	0%	0%	0%	0%					Check	\$ 17,577.37

Gallons 866 1208 Average Daily Sales \$ 567.01

COLFAX COUNTY AIRPORT AT ANGEL FIRE

NOTE: Self Service Pump Sales Included!

	Jan \$ - \$ - \$ 7,331.00 \$ 50.00 \$ 2,600.00 \$ - \$ - \$ 125.00 \$ - \$ - \$ - \$ 125.00 \$ - \$ - \$ - \$ - \$ 1,239.00 \$ - \$ 250.00 \$ - \$ - \$ 250.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$												Fuel Sales include Tax starting July 2023									
Month		Oil	A	vGas		Jet A+	A	_	Hangar				_		G	PU	Crew Car	Misc	Sales Tax	3% CC Fee	Self Serve Sales	Total
Jan	\$		\$		\$	7,331.00	\$	50.00	\$ 2,600.00	\$		\$ •	\$ 125.00	\$ -	\$		\$ -	\$ -	\$ 168.79	\$ 303.63		\$ 10,578.42
Feb	\$		\$		\$	686.00	\$	•	\$ 400.00	\$	500.00	\$	\$ 125.00	\$ -	\$		\$ -	\$ -	\$ 25.84	\$ 34.08		\$ 1,770.92
Mar	\$	_	\$	-	\$	1,239.00	\$	-	\$ 250.00	\$	-	\$ -	\$ 250.00	\$ -	\$	_	\$ -	\$ -	\$ 30.40	\$ 52.56		\$ 1,821.96
Apr	\$	-	\$	-	\$	1,281.00	\$	-	\$ 2,200.00	\$	500.00	\$ -	\$ -	\$ -	\$	-	\$ -	\$ 4,705.75	\$ -	\$ 194.70		\$ 8,881.45
May	\$	-	\$	490.00	\$	3,600.00	\$	-	\$ 1,000.00	\$	-	\$ -	\$ 250.00	\$ -	\$	-	\$ -	\$ -	\$ 76.03	\$ 148.64		\$ 5,564.67
Jun	\$	-	\$:	3,866.50	\$	10,696.00	\$	90.00	\$ 185.00	\$	530.00	\$ -	\$ 850.00	\$ -	\$	-	\$ -	\$ -	\$ 86.94	\$ 460.88		\$ 16,765.32
Jul	\$	8.00	\$ 4	4,026.00	\$	12,909.00	\$	680.00	\$ -	\$	1,500.00	\$ -	\$ 500.00	\$ -	\$	-	\$ -	\$ -	\$ 161.63	\$ 584.74	\$ 3,962.29	\$ 24,331.66
Aug	\$	7.00	\$:	2,745.17	\$	7,980.00	\$	60.00	\$ -	\$	-	\$ -	\$ 500.00	\$ -	\$	_	\$ -	\$ -	\$ 31.61	\$ 338.74	\$ 6,964.04	\$ 18,626.56
Sep	\$	_	\$:	3,324.75	\$	8,526.00	\$		\$ -	\$	200.00	\$ -	\$ 500.00	\$ -	\$	_	\$ -	\$ -	\$ 22.80	\$ 319.94	\$ 4,019.63	\$ 16,913.12
Oct	\$	-	\$ (6,059.00	\$	8,456.00	\$	30.00	\$ -	\$	-	\$ -	\$ 125.00	\$ -	\$	-	\$ -	\$ -	\$ 9.42	\$ 440.35	\$ 2,457.60	\$ 17,577.37
Nov	\$	_	\$	1,753.00	\$	3,710.00	\$	-	\$ 2,000.00	\$	-	\$ -	\$ 125.00	\$ -	\$	_	\$ -	\$ -	\$ 129.26	\$ 227.86	\$ 1,171.56	\$ 9,116.68
Dec	\$	_	\$	-	\$	770.00	\$	-	\$ -	\$	-	\$ -	\$ -	\$ -	\$	_	\$ -	\$ -	\$ -	\$ 23.10	\$ -	\$ 793.10
TOTALS	\$	15.00	\$ 2:	2,264.42	\$	67,184.00	\$	910.00	\$ 8,635.00	\$	3,230.00	\$ -	\$ 3,350.00	\$ -	\$	-	\$ -	\$ 4,705.75	\$ 742.72	\$ 3,129.22	\$ 18,575.12	\$ 132,741.23
% Sales	(0%		17%		51%		1%	7%		2%	0%	3%	0%	C	0%	0%	4%	1%	2%	14%	\$ 132,741.23

Gallons (Approx) 3181 9598

N444BT	Socata TBM9	11/29/23	1245	11/29/23	1630		day trip
N1971X	C182	11/27/23	1100	11/27/23	1105		T&G
N3094W	Saratoga	11/28/23	1200	11/22/23	915	Jay/Lisa M.	Week Trip
N252DK	Mooney	11/21/23	1115	11/26/23	1230	David K.	Week Trip
N383RG	SR22	11/17/23	1835	11/18/23	905	Brad R.	Overnight stay
N91CV	Citation 5	11/17/23	1 <i>7</i> 10	11/17/23	1740		Drop Pax
N419MN	King Air 200	11/17/23	1215	11/17/23	1350		Drop Pax
N810LF	AS50	11/17/23	910	11/17/23	925	Air Methods	MedVac
N881DB	Piper Malibu	11/17/23	935	11/17/23	1310		day trip
N7752L	C172	11/15/23	1000	11/15/23	1005		Quick Trip
N1971X	C182	11/15/23	920	11/15/23	1030		Quick Trip
N232RW	RV7	11/14/23	1500	11/17/23	815		Weekend Trip
N736VT	C210	11/13/23	1600	11/18/23	915	Dooley	week stay
N444BT	Socata TBM9	11/8/23	1700	11/8/23	1730		day trip
N620SR	PC12	11/6/23	900	11/6/23	930		day trip
N8235N	Bonanza	11/5/23	1045	11/5/23	1140		Day Trip
N1DG	Commanche	11/5/23	1040	11/5/23	1140		Day trip
N6122A	P210 Centurion	11/3/23	2300	11/10/23	1130	Lambeth	week stay
N1379G	C340	11/3/23	1730	11/5/23	1135	Glenn T.	Weekend Trip
N658DG	Baron	11/3/23	1125	11/3/23	1230		Day Flight
N3094W	Saratoga	11/11/23	1200	11/2/23	915	Jay/Lisa M.	Week trip

Activity and Sales History for KAXX

Month	2022	Turbine	Mil	Charter	Emerg Med Ops	Monthly Sales	Month	2023	Turbine	Mil	Charter	Emerg Med Ops	Monthly Sales
Jan	116	58	32	16	2	\$ 22,556.76	Jan	33	12	3	4	0	\$ 10,578.42
Feb	92	52	20	20	4	\$ 20,863.33	Feb	22	7	0	3	0	\$ 1 <i>,77</i> 0.92
Mar	130	74	20	16	2	\$ 26,911.64	Mar	19	10	4	2	0	\$ 1,821.96
Apr	110	<i>7</i> 6	10	4	0	\$ 25,015.44	Apr	7	5	1	1	0	\$ 8,881.45
May	196	190	6	2	1	\$ 25,980.24	May	26	11	1	4	0	\$ 5,564.67
June	90	66	8	24	4	\$ 47,168.57	June	62	26	4	1 <i>7</i>	0	\$ 16,765.32
July	54	20	1	7	0	\$ 21,941.44	July	62	18	0	14	1	\$ 24,331.67
Aug	42	24	0	16	0	\$ 31,002.20	Aug	62	19	3	15	0	\$ 18,626.56
Sept	41	14	4	7	0	\$ 18,159.51	Sept	62	24	2	9	3	\$ 16,913.12
Oct	43	22	6	1 <i>7</i>	0	\$ 19,910.98	Oct	32	16	1	11	0	\$ 1 <i>7,577</i> .3 <i>7</i>
Nov	28	17	3	9	0	\$ 8,423.52	Nov	21	7	0	2	1	\$ 9,116.68
Dec	31	1 <i>7</i>	1	12	1	\$ 8,110.79	Dec	39	17	1	10	0	\$ 7,756.94
Totals	973	630	111	150	14	\$ 276,044.42	Totals	447	172	20	92	5	\$ 139,705.08

2021 CYTD \$ 218,023.31 2022 CYTD \$ 276,044.42 27% Delta \$ 58,021.11 2022 CYTD \$ 276,044.42 2023 CYTD \$ 139,705.08 -49% Delta \$ (136,339.35)

Month	2024	Turbine	Mil	Charter	Emerg Med Ops	Monthly Sales	Month	2025	Turbine	Mil	Charter	Emerg Med Ops	Monthly Sales
Jan							Jan						
Feb							Feb						
Mar							Mar						
Apr							Apr						
May							May						
June							June						
July							July						
Aug							Aug						
Sept							Sept						
Oct							Oct						
Nov							Nov						
Dec							Dec						
Totals	0	0	0	0	0	\$ -	Totals	0	0	0	0	0	\$ -

2023 CYTD \$ 139,705.08 2024 CYTD \$ - -100% Deltα \$ (139,705.08) 2024 CYTD \$ - #DIV/0! 2025 CYTD \$ - #DIV/0! Delta \$ -

N283JD	KingAir 350	12/31/23	1320	12/31/23	1400		Drop Pax
N444BT	TBM9	12/31/23	1240	1/2/24	800	Taylor	weekend Trip
N415BC	Piper Meridian	12/31/23	1130	12/31/23	1240	-	Day Flight
N850CE	TBM7	12/31/23	1115	12/31/23	1730		Day Flight
N46KR	Wheeler Express	12/31/23	1030	, ,		Jared Riggs	Week Stay
N444G	Citation II	12/30/23	1320	12/30/23	1345		PU Pax
N5368E	Bonanza	12/30/23	1230	12/30/23	1030	Steve H.	Day Flight
N2609Q	C182			12/30/23	800	Arden/Pat	Annual
N550WR	Citation II	12/29/23	1515	12/29/23	1600		PU Pax
N809CD	SR22	12/29/23	1345	12/29/23	1245	Perry G.	Day Flight
N800NB	Phenom100	12/29/23	1045	12/29/23	1105		drop Pax
N582AS	Piper Malibu	12/29/23	1000	1/2/24	915	Paul C.	Weekend stay
N133NC	RV8A	12/29/23	1000	12/29/23	915	Glen T.	Day Flight
N1379G	C340	12/28/23	1630	1/1/24	1320	Glen T.	Weekend Stay
N6359B	T210	12/28/23	1600			Ross/Kathy S.	Weekend Stay/Hangar Maint
N809CD	SR22	12/28/23	1530	1/1/24	1310	Perry G.	Weekend Stay
N222ZM	Piper Meridian	12/27/23	1630	1/1/24	935		Weekend stay
N15687	Bonanza	12/27/23	1530	12/29/23	1130		Weekend stay
N450PC	PC12	12/27/23	1145	12/27/23	1230		Drop Pax
N9343M	Mooney	12/26/23	1200	12/27/23	1030		Overnight stay
N550WR	Citation II	12/26/23	1300	12/26/23	1350		PU Pax
N22166	Mooney	12/23/23	1750	12/30/23	1215	Jared R.	weekend stay
N162GL	Diamond	12/22/23	1730	12/27/23	1400		weekend stay
N337AS	Phenom 300	12/22/23	1715	12/22/23	1 <i>7</i> 30	Airshare	Drop Pax
N700ZM	Socata TBM700	12/22/23	1230	12/22/23	1300		Drop Pax
N96475	C182	12/22/23	1215	12/22/23	1245		Stop Over
N809MP	SR22	12/22/23	1120	12/26/23	1545	Burrus	Weekend stay
N54EC	Socata TBM700	12/21/23	1700	12/21/23	1 <i>7</i> 25		Drop Pax
N895WT	SF50 Vision	12/21/23	1410	12/21/23	1435	August P	PU Pax
N277BC	RV-6	12/20/23	1345	12/25/23	1230	Bruce C	Weekend stay
N337AS	Phenom 300	12/19/23	1530	12/19/23	1630	Airshare	Drop Pax
N4GL	C182	12/17/23	1115	12/20/23	850	Thomas H.	week trip
61669	Huey UH-1	12/15/23	1500	12/15/23	1530	US AirForce	Day Trip
N5368E	Bonanza	12/13/23	1 <i>7</i> 30			Steve H.	Month stay
N133NC	RV8A	12/18/23	1330	12/12/23	830	Glen T.	week trip
N1379G	C340	12/11/23	1630	12/8/23	1015	Glen T.	week trip
N71JR	C421	12/9/23	935	12/10/23	1630		Overnight stay
N65AF	PC12	12/8/23	935	12/8/23	1630		Day Trip
N425CL	Cessna Conquest	12/5/23	910	12/5/23	1330	Matt N.	Day Trip

Activity and Sales History for KAXX

							_						
Month	2022	Turbine	Mil	Charter	Emerg Med Ops	Monthly Sales	Month	2023	Turbine	Mil	Charter	Emerg Med Ops	Monthly Sales
Jan	116	58	32	16	2	\$ 22,556.76	Jan	33	12	3	4	0	\$ 10,578.42
Feb	92	52	20	20	4	\$ 20,863.33	Feb	22	7	0	3	0	\$ 1 <i>,77</i> 0.92
Mar	130	74	20	16	2	\$ 26,911.64	Mar	19	10	4	2	0	\$ 1,821.96
Apr	110	<i>7</i> 6	10	4	0	\$ 25,015.44	Apr	7	5	1	1	0	\$ 8,881.45
May	196	190	6	2	1	\$ 25,980.24	May	26	11	1	4	0	\$ 5,564.67
June	90	66	8	24	4	\$ 47,168.57	June	62	26	4	1 <i>7</i>	0	\$ 16,765.32
July	54	20	1	7	0	\$ 21,941.44	July	62	18	0	14	1	\$ 24,331.67
Aug	42	24	0	16	0	\$ 31,002.20	Aug	62	19	3	15	0	\$ 18,626.56
Sept	41	14	4	7	0	\$ 18,159.51	Sept	62	24	2	9	3	\$ 16,913.12
Oct	43	22	6	1 <i>7</i>	0	\$ 19,910.98	Oct	32	16	1	11	0	\$ 1 <i>7,577</i> .37
Nov	28	17	3	9	0	\$ 8,423.52	Nov	21	7	0	2	1	\$ 9,116.68
Dec	31	1 <i>7</i>	1	12	1	\$ 8,110.79	Dec						
Totals	973	630	111	150	14	\$ 276,044.42	Totals	408	155	19	82	5	\$ 131,948.14

2021 CYTD \$ 218,023.31 2022 CYTD \$ 276,044.42 27% Deltα \$ 58,021.11 2022 CYTD \$ 276,044.42 2023 CYTD \$ 131,948.14 -52% Delta \$ (144,096.29)

Month	2024	Turbine	Mil	Charter	Emerg Med Ops	Monthly Sales	Month	2025	Turbine	Mil	Charter	Emerg Med Ops	Monthly Sales
Jan							Jan						
Feb							Feb						
Mar							Mar						
Apr							Apr						
May							May						
June							June						
July							July						
Aug							Aug						
Sept							Sept						
Oct							Oct						
Nov							Nov						
Dec							Dec						
Totals	0	0	0	0	0	\$ -	Totals	0	0	0	0	0	\$ -

2023 CYTD \$ 131,948.14 2024 CYTD \$ - -100% Deltα \$ (131,948.14) 2024 CYTD \$ - #DIV/0! 2025 CYTD \$ - #DIV/0! Delta \$ -

Angel Fire Avgas Angel Fire Jet A

Date	Tank Reading	Tank	Truck	Total	Change in		Date	Tank Reading	Tank	Truck	Total	Change in
	(inches)	Gallons	Gallons	Inventory	Inventory			(inches)	Gallons	Gallons	Inventory	Inventory
1/1/2022	32	3611	275	3886			1/1/2022	23	2291	3000	5291	
1/19/2022	27	2862	518	3380	506		1/19/2022	11.5	858	2658	3516	1 <i>775</i>
1/27/2022	24.75	2537	727	3264	116	Plus 7095 Gal Jet A	1/27/2022	58.34	7860	2461	10321	-6805
1/31/2022	24.75	2537	463	3000	264		1/31/2022	58.34	7860	2261	10121	200
2/12/2022	20.5	1950	638	2588	412		2/12/2022	48.5	6230	1369	7599	2522
3/7/2022	18.5	1687	151	1838	750		3/7/2022	37	4388	1611	5999	1600
3/14/2022	12.5	967	674	1641	197		3/14/2022	25	2573	2900	5473	526
3/24/2022	55.5	7350	411	<i>77</i> 61	-6120	Plus 6997 Gal Avgas	3/24/2022	23.5	2361	1912	4273	1200
3/31/2022	52.5	6872	606	7478	283		3/31/2022	14.5	1194	2702	3896	377
4/21/2022	50.5	6552	750	7302	1 <i>7</i> 6		4/21/2022	11	805	2398	3203	693
4/30/2022	50	6471	415	6886	416	Plus 7997 Gallons	4/30/2022	47.5	6069	2602	8671	-5468
6/1/2022	47	5988	750	6738	148		6/1/2022	39.25	4745	2196	6941	1730
7/8/2022	43	5344	433	5777	961		7/8/2022	17	1497	2620	4117	2824
8/31/2022	30	3307	364	3671	2106	Plus 7508 JetA 8-3-2022	8/31/2022	50	6471	1514	7985	-3868
9/29/2022	22	2153	636	2789	882		9/29/2022	33	3764	2414	6178	1807
10/5/2022	71	9674	636	10310	-7521	7968 Gls AvGas & 1950 Gls JetA	10/5/2022	45	5666	2040	7706	-1528
11/4/2022	67	9107	636	9743	567		11/4/2022	36.5	4310	1807	6117	1589
11/30/2022	63	8513	636	9149	594		11/30/2022	28	3009	2092	5101	1016
1/3/2023	62	8361	636	8997	152		1/3/2023	17	1497	2685	4182	919
2/1/2023	61	8208	0	8208	789	emptied AvGas truck for transport	2/1/2023	17	1497	1822	3319	863
3/1/2023	59	7899	0	7899	309	4005 gls Jet A on 2-7-23	3/1/2023	44	5505	1724	7229	-3910
3/29/2023	58	7743	0	7743	156		3/29/2023	43	5344	1724	7068	161
5/3/2023	58	7743	0	7743	0		5/3/2023	43	5344	1724	7068	0
6/1/2023	55	7270	222	7492	251		6/1/2023	43	5344	1124	6468	600
7/1/2023	45	5666	715	6381	1111		7/1/2023	19	1752	3000	4752	1716
8/2/2023	41	5024	317	5341	1040		8/2/2023	21	2017	2151	4168	584
8/31/2023	29	31 <i>57</i>	581	3738	1603	3456 gls JETA on 8/3/23	8/31/2023	27	2862	2850	5712	-1544
10/5/2023	25	2573	186	2759	979		10/5/2023	27	2862	11 <i>57</i>	4019	1693
11/8/2023	11	805	985	1790	969	7984 gls Avgas on 11/10/23	11/8/2023	11	805	1988	2793	1226
12/5/2023	61	8054	881	8935	-7145	7281 gls JetA on 12/5/23	12/5/2023	50	6471	2900	9371	-6578
				0	8935	,,,==					0	9371

Angel Fire Airport

Fiscal Year To Date 2023-2024 Sales Summary

July 2023 thru June 2024

2023/24 Fiscal YTD	Oil	AvGas Incl Tax	Jet A+ Inclds Tax	Acft Parking on Ramp	Aircraft Parking in Hangar	Auto Park Outside	Auto Park Inside	Landing Fees	Call Out Fees	GPU	Courtesy Car	Misc	Sales Tax	3% CC Fee	Self Serve Sales	Total Sales	NOTES	
TOTALS	\$ 15.00	\$ 17,907.92	\$ 42,351.00	\$ 770.00	\$ 2,000.00	\$ 1,700.00	\$ -	\$ 1,750.00	\$ -	\$ -	\$ -	\$ -	\$ 354.72	\$ 1,934.73	\$ 18,575.12	\$ 87,358.49		
% of Sales	o %	20%	48%	1%	2%	2%	0%	2%	0%	0%	0%	0%			21%	[Double Check	

Average Monthly Sales

\$ 7,279.87

Tax on fuel sold included in fuel column totals - sales taxes paid column is for other than fuel sales.

 Gallons
 2653
 6050

 Gal/Mo
 FYTD
 221
 504

Angel Fire Airport

Receipt Register for Sales NOTE: Self Service Pump Sales Included! \$1,171.56 2023 TOTAL Nov **Acft Pking** Acft Pking Auto Pk Landing Call Out Sales 3% CC **Credit Card** Cash & Auto Pk Crew Total **AvGas** Jet A+ GPU Date Oil Hangar Outside Inside Fee Fee Car Sales Settlement Checks COLLECTED Ramp Tax Fee 2 447.02 434.00 13.02 447.02 447.02 486.00 74.58 2,682.24 2,682.24 \$2,000.00 \$ 121.66 \$ 2.682.24 108.15 105.00 3.15 108.15 108.15 9 10 12 13 14 15 322.00 9.66 331.66 331.66 331.66 16 \$ 126.00 \$ 2,170.00 68.88 2,364.88 2,364.88 2,364.88 7.60 \$ 125.00 18 136.57 136.57 136.57 19 20 21 22 280.00 \$ 1,330.00 \$ 48.30 1,658.30 1,658.30 \$ 1,658.30 24 25 26 28 29 \$ 210.00 6.30 216.30 216.30 216.30 30 31 **TOTALS** 1,753.00 \$ 3,710.00 \$ \$2,000.00 125.00 \$ \$ 129.26 \$ 227.86 7,945.12 \$ 7,945.12 \$ -\$ 9,116.68 % Sales 0% 22% 0% 25% 0% 0% 0% 0% 0% 0% 2% Check \$ 9,116.68

 Gallons
 250
 \$ 530.00

 Average Daily Sales
 \$ 294.09

Angel Fire Avgas Angel Fire Jet A

Date	Tank Reading (inches)	Tank Gallons	Truck Gallons	Total Inventory	Change in Inventory		Date	Tank Reading (inches)	Tank Gallons	Truck Gallons	Total Inventory	Change in Inventory
1/1/2022	32	3611	275	3886			1/1/2022	23	2291	3000	5291	
1/19/2022	27	2862	518	3380	506	1	1/19/2022	11.5	858	2658	3516	1775
1/27/2022	24.75	2537	727	3264	116	Plus 7095 Gal Jet A	1/27/2022	58.34	7860	2461	10321	-6805
1/31/2022	24.75	2537	463	3000	264		1/31/2022	58.34	7860	2261	10121	200
2/12/2022	20.5	1950	638	2588	412	1	2/12/2022	48.5	6230	1369	7599	2522
3/7/2022	18.5	1687	151	1838	750	1	3/7/2022	37	4388	1611	5999	1600
3/14/2022	12.5	967	674	1641	197	1	3/14/2022	25	2573	2900	5473	526
3/24/2022	55.5	7350	411	<i>77</i> 61	-6120	Plus 6997 Gal Avgas	3/24/2022	23.5	2361	1912	4273	1200
3/31/2022	52.5	6872	606	7478	283		3/31/2022	14.5	1194	2702	3896	377
4/21/2022	50.5	6552	750	7302	176		4/21/2022	11	805	2398	3203	693
4/30/2022	50	6471	415	6886	416	Plus 7997 Gallons	4/30/2022	47.5	6069	2602	8671	-5468
6/1/2022	47	5988	750	6738	148		6/1/2022	39.25	4745	2196	6941	1730
7/8/2022	43	5344	433	5777	961	1	7/8/2022	17	1497	2620	4117	2824
8/31/2022	30	3307	364	3671	2106	Plus 7508 JetA 8-3-2022	8/31/2022	50	6471	1514	7985	-3868
9/29/2022	22	2153	636	2789	882		9/29/2022	33	3764	2414	6178	1807
10/5/2022	71	9674	636	10310	-7521	7968 Gls AvGas & 1950 Gls JetA	10/5/2022	45	5666	2040	7706	-1528
11/4/2022	67	9107	636	9743	567		11/4/2022	36.5	4310	1807	6117	1589
11/30/2022	63	8513	636	9149	594		11/30/2022	28	3009	2092	5101	1016
1/3/2023	62	8361	636	8997	152]	1/3/2023	17	1497	2685	4182	919
2/1/2023	61	8208	0	8208	789	emptied AvGas truck for transport	2/1/2023	17	1497	1822	3319	863
3/1/2023	59	7899	0	7899	309	4005 gls Jet A on 2-7-23	3/1/2023	44	5505	1724	7229	-3910
3/29/2023	58	7743	0	7743	156		3/29/2023	43	5344	1724	7068	161
5/3/2023	58	7743	0	7743	0]	5/3/2023	43	5344	1724	7068	0
6/1/2023	55	7270	222	7492	251]	6/1/2023	43	5344	1124	6468	600
7/1/2023	45	5666	715	6381	1111]	7/1/2023	19	1752	3000	4752	1716
8/2/2023	41	5024	317	5341	1040]	8/2/2023	21	2017	2151	4168	584
8/31/2023	29	31 <i>57</i>	581	3738	1603	3456 gls JETA on 8/3/23	8/31/2023	27	2862	2850	5712	-1544
10/5/2023	25	2573	186	2759	979		10/5/2023	27	2862	1157	4019	1693
11/8/2023	11	805	985	1790	969	7984 gls Avgas on 11/10/23	11/8/2023	11	805	1988	2793	1226
12/5/2023	61	8054	881	8935	-7145	7281 gls JetA on 12/5/23	12/5/2023	50	6471	2900	9371	-6578
12/31/2023	59	7899	598	8497	438		12/31/2023	50	6471	2541	9012	359

Angel Fire Airport

Fiscal Year To Date 2023-2024 Sales Summary

July 2023 thru June 2024

2023/24 Fiscal YTD	Oil	AvGas Incl Tax	Jet A+ Inclds Tax	Acft Parking on Ramp	Aircraft Parking in Hangar	Auto Park Outside	Auto Park Inside	Landing Fees	Call Out Fees	GPU	Courtesy Car	Misc	Sales Tax	3% CC Fee	Self Serve Sales	Total Sales	NOTES	
TOTALS	\$ 15.00	\$ 19,233.17	\$ 45,564.00	\$ 800.00	\$ 4,150.00	\$ 1,700.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ 380.86	\$ 2,051.35	\$ 19,437.62	\$ 95,332.00		
% of Sales	0%	20%	48%	1%	4%	2%	0%	2%	0%	0%	0%	0%			20%	Ĺ	Pouble Check	

Average Monthly Sales

\$ 7,944.33

Tax on fuel sold included in fuel column totals - sales taxes paid column is for other than fuel sales.

 Gallons
 2849
 6509

 Gal/Mo
 FYTD
 237
 542

Angel Fire Airport

Receipt Register for Sales NOTE: Self Service Pump Sales Included! \$862.50 2023 TOTAL Dec **Acft Pking** Acft Pking Auto Pk Landing Call Out Sales 3% CC Total **Credit Card** Cash & Auto Pk Crew **AvGas** Jet A+ GPU Date Oil Hangar Outside Inside Fee Fee Car Tax Fee Sales Settlement Checks COLLECTED Ramp 2 3 \$ 23.10 793.10 793.10 793.10 \$ 770.00 \$ 21.00 721.00 721.00 721.00 700.00 3.04 \$ 9 \$ 560.00 \$ 50.00 18.39 631.43 631.43 631.43 10 \$ 20.85 716.10 695.25 716.10 12 716.10 13 14 15 1,106.00 1,106.00 \$ 1,106.00 \$ 1,106.00 16 18 19 2,072.10 \$ 2,072.10 20 70.00 \$2,000.00 \$ 2,072.10 21 22 24 25 26 28 29 30 31 \$ 798.00 \$ 30.00 1.82 24.89 854.71 854.71 854.71 **TOTALS** 1,325.25 \$ 3,374.00 30.00 \$2,050.00 4.86 110.33 6,894.44 6,894.44 \$ 7,756.94 % Sales 0% 19% 30% 0% 0% 0% 0% 0% 0% 0% Check \$ 7,756.94

Gallons 189 482 Average Daily Sales \$ 250.22

Lodgers Tax

<u>October</u> \$22,026.03		6.03		
	10% 40%	Administration Promotional	\$1,783.59 \$6,420.91 -\$908.00	KCRT
	60%	non-Promotional	-\$924.71 \$9,631.37	LMNOC
<u>November</u>	\$18,47	2.85		
	10% 40%	Administration Promotional	\$1,905.22 \$6,858.79 -\$908.00 -\$924.71	KCRT LMNOC
	60%	non-Promotional	\$10,288.19	
<u>December</u>	\$133.3	5		
	10% 40%	Administration Promotional	\$752.21 \$2,707.94 -\$908.00 -\$924.71	KCRT LMNOC
	60%	non-Promotional	-\$1080.00 \$4,061.92	Lamar-Billboards
Quarterly Tota	ls July-Se	eptember	\$72,560.78	
Quarterly Tota	ls Octob	er-December	\$40,632.23	
FYTD Totals	10% 40% 60%	Administration Promotional non-Promotional	\$11,319.30 \$40,749.48 \$61,124.23	

We need a new Board Member since we received the resignation of Kari Jaramillo (Angel Fire). With the guidelines for being a member, we will need a County Lodgers Taxpayer. Any interested person, please submit Letter of Interest to tcolangelo@co.colfax.nm.us

We did accept Michael Brown from Raton Pass Motor Inn as a member who represents the general public. Michael is excited to share his thoughts and ideas and represent Colfax County Lodger's Tax Advisory Board.

There are 4 vendors no longer active, but we have 5 new vendors,

Loders Tax

				LONGIS	45				
2019-2020				expenditures	CONTRACTOR OF	expenditures	expenditures	expenditures	
Revenue	\$60,929.93		2019-2020	2019-2020	End FY	2020-2021	2021-2022	2022-2023	Carry Over
		Administration 10%	\$6,092.99	-\$3,293.63	\$2,799.36				\$2,799.36
After 10%	\$54,836.94								
		Promotional 40%	\$21,934.78		\$21,934.78				\$21,934.78
		non-Promotional 60%	\$32,902.16		\$32,902.16				\$32,902.16
2020-2021				Carry over		expenditures	expenditures	expenditures	
Revenue	\$147,010.61		2020-2021	2019-2020		2020-2021	2021-2022	2022-2023	Carry Over
		Administration 10%	\$14,701.06	\$2,799.36	\$17,500.42	-\$7,992.39	-\$18,706.07		-\$9,198.04
After 10%	\$132,309.55								
		Promotional 40%	\$52,923.82	\$21,934.78	\$74,858.60	-\$1,875.00	-\$37,990.00	-\$34,299.67	\$693.93
		non-Promotional 60%	\$79,385.73	\$32,902.16	\$112,287.89	-\$20,069.75	-\$75,112.77		\$17,105.37
2021-2022			September 1	Carry Over		expenditures	expenditures	expenditures	
Revenue	\$206,104.47		2021-2022	2020-2021		2020-2021	2021-2022	2022-2023	Carry Over
		Administration 10%	\$20,610.45	-\$9,198.04	\$11,412.41			-\$7,987.00	\$3,425.41
After 10%	\$185,494.02								
		Promotional 40%	\$74,197.61	\$693.93	\$74,891.54				\$74,891.54
		non-Promotional 60%	\$111,296.41	\$17,105.37	\$128,401.78				\$128,401.78
2022-2023				Carry Over	The second	expenditures	expenditures	expenditures	
Revenue	\$191,858.36		2022-2023	2021-2022		2020-2021	2021-2022	2022-2023	Carry Over
		Administration 10%	\$19,185.84	\$3,417.28	\$22,603.12				\$22,603.12
After 10%	\$172,672.52								
		Promotional 40%	\$69,069.01	\$74,891.51	\$143,960.52				\$143,960.52
		non-Promotional 60%	\$103,603.51	\$128,401.78	\$232,005.29				\$232,005.29
2023-2024				Carry Over		expenditures	expenditures	expenditures	
Revenue	\$113,193.01		2023-2024	2022-2023		2021-2022	202-2023	2023-2024	Carry Over
		Administration 10%	\$11,319.30	\$22,603.12	\$33,922.42				\$33,922.42
After 10%	\$101,873.71								1
		Promotional 40%	\$40,749.48	\$143,960.52	\$184,710.00			-\$43,764.21	\$140,945.79
		non-Promotional 60%	\$61,124.23	\$232,005.29	\$293,129.52			-\$5,396.00	\$287,733.52



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

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

AMENDED REGULAR MEETING February 13, 2024 AGENDA

PUBLIC NOTICE IS HEREBY GIVEN that the Colfax County Board of Commissioners will meet in Regular Session on Tuesday, February 13, 2024, 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 Public Hearing Minutes for January 9, 2024, Public Hearing Meeting Minutes, Regular Meeting Minutes for January 23, 2024, and February 6, 2024, Special Meeting Minutes
- 6. Recognize Visitors
- 7. Public Comment
- 8. Discuss/Action Approve Expenditures
- 9. Discuss/Action Approve Expenditures Pursuant to Resolution #2022-49
- Discuss/Action Resolution 2024-11, Authorizing the County to Submit an Application to the Department of Finance and Administration, Local Government Division to Participate in The Local DWI Grant And Distribution Program
- 11. Discuss/Action Application Cover Sheet, FY25 Local DWI Program Distribution and Grant Funding, Local Government Division-DFA
- 12. Discuss/Action Memorandum of Understanding Between Colfax County DWI Program and The New Mexico Department of Finance and Administration/Local Government Division/Driving While Intoxicated Program
- 13. Discuss/Action Statement of Assurances, Local DWI Grant and Distribution Program, Fiscal Year 2025: July 1, 2024 June 30, 2025
- 14. Discuss/Action Claim of Exemption #13, 32SII, LLC, Silas Jones Manager
- Discuss/Action Statement of Receipts and Expenses Report, Colfax County Treasurer
- 16. Discuss/Action Resolution 2024-06, Fee Schedule for Colfax County
- 17. Discuss/Action Resolution # 2024-10, Budget Adjustment, Various Funds
- 18. Discuss/Action Lodgers Tax Non-Promotional Funding, Signs for Event Center, Harrelson Pavilion, Jim Young Arena



Colfax County Board of Commissioners



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County Commissioners

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

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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

- 19. Discuss/Action Event Center Application Updates, Special Event Permit and Overnight Stay Permit
- 20. Discuss/Action Adopt Colfax County Financial Policy and Procedures
- 21. Discussion Colfax County in House Attorney
- 22. Discuss/Action Tiger IX Grant
- 23. Discuss/Action Ratify Task Order NO. 7, Revise Chicorica Creek Crossing Alignment and Easement Description
- 24. Discuss/Action Agreement Colfax County and Rocky Road Gravel and Well Drilling Services, LLC
- 25. Discuss/Action Professional Service Contract Between County of Colfax and Arthur Rolloff Inc.
- 26. Discuss/Action Task Order No. 8, Professional Services for Event Center Restroom Building Addition @ The Colfax County Event Center
- 27. Discuss/Action Task Order No. 9, Professional Services for Event Center Upgrades
- 28. Discuss/Action Task Order No. 10 Professional Services for Event center Civil Upgrades
- 29. Discuss- Quarterly Updates, Angel Fire Airport, Maintenance Dept., Lodgers Tax Advisory, and Safety Committee
- 30. Manager's Docket
- 31. Commissioners' Docket
- 32. Adjourn

Done this 8th day of February 2024

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."



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

RESOLUTION 2024-11

A RESOLUTION AUTHORIZING THE COUNTY TO SUBMIT AN APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION TO PARTICIPATE IN THE LOCAL DWI GRANT AND DISTRIBUTION PROGRAM.

WHEREAS, the Legislature enacted Section 11-6A-1 through 11-6A-6 NMSA 1978 as amended to address the serious problems of Driving While Intoxicated (DWI) in the State; and

WHEREAS, a program is established to make grant and distribution funding available to counties and municipalities for new, innovative or model programs, services or activities to prevent or reduce the incidence of DWI, alcoholism, alcohol abuse and alcohol related domestic abuse; and

WHEREAS, the County DWI planning council and other governmental entities approval must be received in order to apply for grant and distribution funding; and

WHEREAS, the County along with participating agencies is making an application to the Department of Finance and Administration, Local Government Division for program funding.

NOW THEREFORE, BE IT RESOLVED by the governing body of the Colfax County, that the County Chairperson, on behalf of the County and all participating entities is authorized to submit an application for Distribution and/or Grant Fiscal Year 2025 program funding under the regulations established by the Local Government Division.

APPROVED AND ADOPTED by the governing body at its meeting this 13th day of February 2024.

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

(Signature page to follow)

COLFAX COUNTY BOARD OF COMMISSIONERS

	SI TRUJILLO, CHAIRMAN	
	MARY LOU KERN, VICE CHAIRMAN	
	BRET WIER, MEMBER	
ATTEST:		
RAYETTA TRUJI	LLO, COLFAX COUNTY CLERK	
		County Clerk (Seal
DWI Planning Council	Representative	

Application Cover Sheet FY25 Local DWI Program Distribution and Grant Funding Local Government Division - DFA

County/Municipality:	X	**********	-					
DWI Program Coordinator: Name: Address: City, Zip: Telephone: E-Mail:	Jame: Ambrosia ddress: 112 N. 3rd lity, Zip: Raton, 877 elephone: 575-445-01		brosia Trujillo N. 3rd Street on, 87740 -445-0672 or 575-707-0601 (cell) jillo@co.colfax.nm.us		Joana Ap P.O. Box 1 Raton, 877 575-445-06	498 40	rrent W-9	
	Indicat	te amounts bud	ge	ted for each co	mpon	ent area.		
		<u>Distribution</u>		Grant		Component Total		
Prevention		\$ 30,000.00		\$ 0.00		\$ 30,000.00		
Law Enforcement		\$ 0.00		\$ 0.00		\$ 0.00		
Screening Treatment		\$ 0.00		\$ 0.00		\$ 0.00		
				\$ 22,000.00		\$ 22,000.00		
Compl. Mtr./track		\$ 28,000.00		\$ 0.00		\$ 28,000.00		
Coord/Plan& Eval.		\$ 63,969.00		\$ 50,000.00		\$ 113,969.00		
Alt. Sentencing		\$ 0.00		\$ 0.00		\$ 0.00		
Total		\$ 121,969.00		\$ 72,000.00		\$ 193,969.00		
		Total Distrib. Request		Total Grant Request		Total Program Request		
Certification: The attached resolution adopted by the governing body of Colfax County (Applicant) on (Date) authorizes the applicant to file this application for assistance from the State of New Mexico. To the best of my knowledge,								
the information presented	in this a	pplication is true and	d co	orrect.				
Printed Name/Title				Signature of Cour	tv Comr	nissioner/Mayor		

MEMORANDUM OF UNDERSTANDING

The _	Colfax County	County DWI Program (hereinafter referred to as the "Program")	
and t	he New Mexico	Department of Finance and Administration/Local Government	hv
Divisi	ion/Driving While	Intoxicated Program (hereinafter referred to as "Division") herel	υy
excha	ange the followin	g assurances and enter into the following Memorandum of	
Unde	erstanding (MOU	;	

The Division assures:

- That Division is in full compliance with the provisions concerning security for records and research activities in in accordance with Federal Confidentiality regulations, 42 CFR Part 2.16 and 2.52.
- 2. That client identifying information will not be re-disclosed except back to the Program from which the information was obtained, or according to the terms of this MOU.
- 3. That in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, the Division acknowledges it is bound by the provisions of the Federal confidentiality regulations, 42 CFR Part 2.
- 4. That the Division shall undertake to resist any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the Federal confidentiality regulations, 42 CFR Part 2.
- That the Division is not a "covered entity" as defined by the Department of Health and Human Services Regulations entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA); (the HIPAA Regulations).
- 6. That the Division shall never possess treatment or maintain any "individually identifiable health information" or transmit "protected health information" as defined by the HIPAA Regulations and in the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

The Program agrees to:

 Upon request, provide the Division or other parties authorized with client records for those clients provided services through the Local Government Division DWI Grant Program, for the purpose of conducting outcome monitoring research activities, and evaluation of LDWI Program interventions.

- 2. If applicable, comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and the Department of Health and Human Services Regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
- 3. Report or transmit data to the Division that deletes and contains no "individually identifiable health information" or "protected health information" as defined by the HIPAA Regulations and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

County Commission Chairperson ((Please Print)	or Designee)
Signature	Date
Wesley Billingsley, Director Local Government Division	Date

STATEMENT OF ASSURANCES Local DWI Grant and Distribution Program

Fiscal Year 2025: July 1, 2024 - June 30, 2025

The applicant hereby assures and certifies compliance with the following statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the New Mexico Local DWI Grant and Distribution Program:

- Compliance with the provisions of the New Mexico Local DWI Grant Program Act, Sections 11-6A-1 through 11-6A-6 NMSA 1978 as amended, the NMAC Title 2, Chapter 110 Part 4 Regulations, and the approved LDWI Guidelines.
- 2. The applicant has the responsibility and legal authority to receive and expend funds as described in the grant and distribution project description, as well as to finance the grantee share (minimum 10%) of costs of the project, including all project overruns.
- 3. Compliance with the State Procurement Code, Sections 13-1-21 through 13-1-199, NMSA 1978 as amended, with the exception of Home Ruled Governments. All project-related services, activities or programs done through a service provider must be implemented through a professional services contract. Any project-related contract, subcontract, or agreement and related amendments, providing services to the grant or distribution program, must be submitted for administrative review by the Local Government Division prior to execution.
- 4. Adherence to all financial, accounting, and reporting requirements of the Department of Finance and Administration. Distribution programs will include the Exhibit F, the Local DWI Distribution Fund Financial Status Report. Grant programs will include the Local DWI Program Request for Payment/Financial Status Report, Exhibit D. The said reports shall include a narrative of successes and challenges, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the Quarterly Client Data Report, the Managerial Data Set (MDS) Report, Planning Council meeting agendas and minutes, and such other information following the objectives of the county's evaluation as may be of assistance to the Division in its evaluation.
- 5. Compliance with the requirement to not budget, nor expend, any of the grant amount awarded or the amount distributed for indirect administrative costs incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall document all direct program administrative expenditures and in-kind/match administrative expenditures.
- Compliance with the requirement to not budget, nor expend, greater than ten percent of the grant amount awarded or the amount distributed for capital purchases incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall

specify all capital purchases. The ten percent cap for capital purchases does not apply to the Detoxification Grants.

- 7. Compliance with all required reports, including but not limited to: the first quarter narrative and fiscal reports due on the last working day of October; the second quarter narrative and fiscal reports due on the last working day of January; and the third quarter narrative and fiscal reports due on the last working day of April; the fourth and the final quarter Grant Fiscal report due by the 10th of July and the fourth and final narrative and distribution fiscal reports for the fiscal year due the last working day of July. Annual protocols for the screening, treatment, and compliance monitoring components are due the last working day of July for the current fiscal year. The annual reports which include program evaluation are due the last working day of August for the prior fiscal year.
- 8. Compliance with the current Local DWI Grant Program Screening Guidelines. To avoid any conflict of interest, or appearance of conflict of interest, screeners should not be affiliated with any contracted treatment agency. Clients will be given options (a list of available providers) for alcohol related treatment and will not be mandated to a particular treatment agency.
- 9. If applicable to the applicant, compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Department of Health and Human Services regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
- 10. Any distribution program under run amount for the fiscal year must be returned to the Local DWI Grant Fund by September 30 of the following fiscal year. Failure to remit an under run to the Local DWI Grant Fund will cause suspension of grant reimbursements and/or future distributions until the remittance is made.
- 11. Grant program under runs revert to the Local DWI Grant Fund.
- 12. Compliance with all applicable conditions and requirements prescribed by the Division in relation to receipt/accountability of state General Funds.
- 13. The grant applicant will follow the scope of work for the grant program, as negotiated with the Local Government Division, and in accordance with the local planning council's approved plan. The applicant will submit any proposed modifications/amendments to the scope of work to the Division for its approval, prior to execution.
- 14. The distribution program applicant will follow the local planning council's application as approved by DWI Grant Council in the application review process. The applicant will submit any proposed modifications/amendments to this proposal to the Division for its written approval, prior to execution of changes to programs.

15. Compliance with conflict of interest prohibitions whereby no member, officer, or employee of the grant or the distribution program, or its designee or agents, no voting member of the local planning council or of the governing body of the locality in which the program is situated, and no other public official of such locality who exercises any functions or responsibilities with respect to the program during his/her tenure (or for one year thereafter) shall have any interest, direct or indirect, in any contract or subcontract for work to be performed in the program. The grant and/or the distribution program shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of these stated provisions. 16. Compliance with the maintenance of records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the grant or distribution agreement period, the purpose of undertaking for which such funds were used and the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC. 17. The applicant will provide access to authorized State officials and representatives of all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project in order to make audits, examinations, excerpts and transcripts. 18. The applicant will provide DFA's auditor and evaluator timely access to all program records and information. Additionally, the applicant will assure that records of subcontractors working for the applicant are retained and made available to DFA's auditor and evaluator. County Commission Chairperson (or Designee) (Please Print) Date Signature

CLAIM OF EXEMPTION COLFAX COUNTY STATE OF NEW MEXICO

1/20/201
Date: 1/30/24 Janes Manager
Name of property owner(s): 323 11, 222 31143 TX 7940/
Date: 1/30/24 Name of property owner(s): 325 11, LLC Silas Jones Manager Address: 1014 Broadway, Lubback, TX 7940/
City, State, and Zip Code
City, State, and Zip Code
Legal Description: Township: Anyel Fire NM 87710 Range: LOT 13, VISTAS DE CINTAS SUBDIVISION Section: FRACTIONAL SECTION 13 Section: PILE NM PM
Township: AnyelFire NM 87775
Range: LOT 13, VISTAS DE CINTAS
Section: FRACTIONAL SECTION 13
Section: FRACTIONAL SECTION 13 Map: TZ5N, RIGE, NMPM
Lands of (if applicable):
Tract(s):
or
Subdivision (if applicable):
Unit:
Lot(s):
C. C
Claim of Exemption rec <u>9500</u> Proof of payments of all property taxes, penalties, and interest and proof of

Proof of payments of all property taxes, penalties, and interest and proof of payment of all solid waste fees and late fees must be submitted in accordance with the Colfax County Subdivision Regulations, prior to obtaining approval of an exemption from the requirements of the Colfax County Subdivision Regulations.

To claim an exemption from the requirements of the Colfax County Subdivision Ordinance, you must complete this form, sign it before a notary public and submit it together with legible copies of all required documents to the County Manager. Be sure to check all exemptions will apply and attach legible copies of all supporting documents. The County Manager will notify you in writing within thirty (30) days as to whether your claim of exemption has been granted. If the claim of exemption is granted, or if you do not hear from the County within thirty (30) days, you may proceed with the land division you proposed without needing to comply with the requirements of the Colfax County Subdivision Regulations. If your claim of exemption is denied, you may either seek approval of a subdivision or appeal the denial as provided in the County Subdivision Regulations.

I, claim an exemption from the requirements of the New Mexico Subdivision Act and the County Subdivision Regulations for the following reason(s):

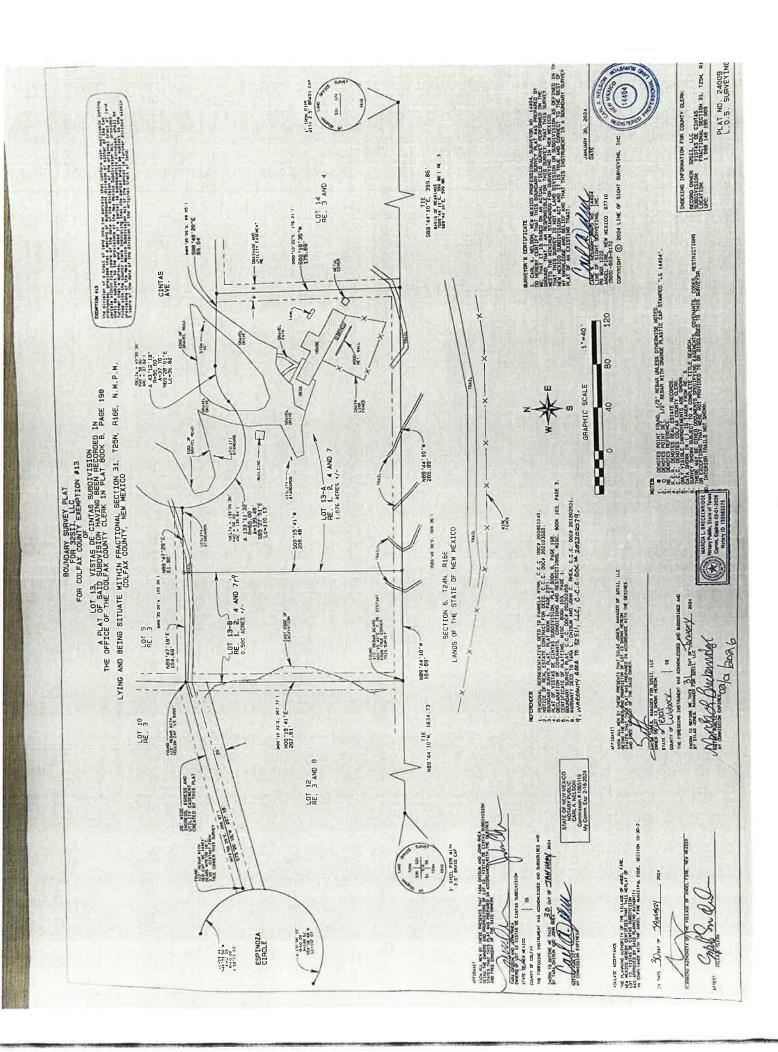
- the sale, lease or other conveyance of any parcel that is thirty-five acres or larger in Size within any twelve-month period; provided that the land has been used primarily and continuously for agricultural purposes, in accordance with Section 736-20 NMSA 1978, for the preceding three years; ATTACH CERTIFIED SURVEY SHOWING SIZE AND LOCATION OF PARCEL, AND ATTACH COPIES OF NOTICES OF ASSESSMENT FOR PREVIOUS THREE YEARS.
- 2. the sale or lease of apartments, offices, stores, or similar space within a building; ATTACH COPIES OF ALL PROPOSED SALE OR LEASE DOCUMENTS.
- 3. the division of land within the boundaries of a municipality.
- the division of land in which only gas, oil, mineral or water rights are severed from the surface ownership of the land; ATTACH COPIES OF ALL PROPOSED CONVEYANCING DOCUMENTS
- the division of land created by court order where the order creates no more than one parcel per party: ATTACH CERTIFIED COPY OF COURT ORDER.
- 6. the division of land for grazing or farming activities; provided the land continues to be used for grazing or farming activities; ATTACH COPY OF PROPOSED CONVEYANCING DOCUMENTS AND DOCUMENTS RESTRICTING FUTURE USE TO GRAZING OR FARMING Activities. SUCH DOCUMENTS MUST CONTAIN A COVENANT RUNNING WITH THE LAND AND REVOCABLE ONLY BY MUTUAL CONSENT OF THE BOARD OF COUNTY COMMISSIONERS AND THE PROPERTY OWNER THAT THE DIVIDED LAND WILL BE SUED EXCLUSIVELY FOR GRAZING OR FARMING ACTIVITIES. THE COVENANT MUST BE SIGNED BY THE PROPERTY OWNER, THE BUYERS OR LESSEE, AND THE BOARD OF COUNTY COMMISSIONERS AND MUST BE FILED OF RECORD WITH THE COUNTY CLERK.
- 7. The division of land resulting only in the alteration of parcel boundaries where parcels are altered for the purpose of increasing or reducing the size of contiguous parcels and where the number of parcels is not increased; ATTACH CERTIFIED SURVEYS SHOWING ALL PARCELS AND PARCEL BOUNDARIES BEFORE AND AFTER PROPOSED ALTERATION.
- 8. The division of land to create burial plots in a cemetery.

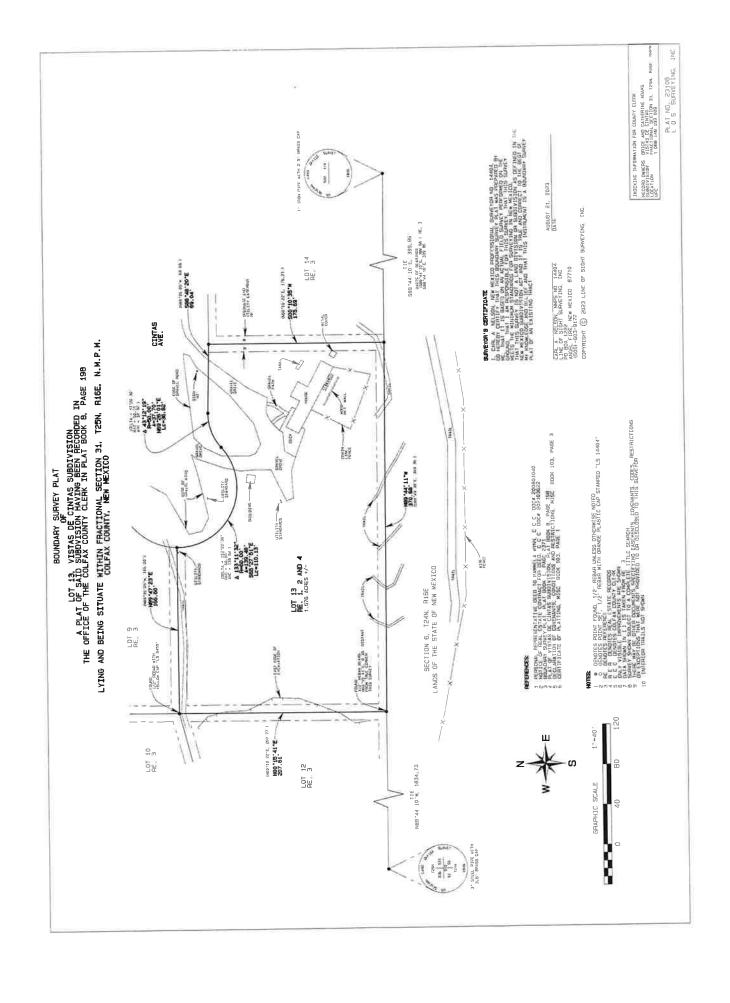
- 9. The division of land to create a parcel that is sold or donated as a gift to an immediate family member; however, this exception shall be limited to allow the seller or donor to sell or give no more than one parcel per tract of land per immediate family member; As used herein the term "immediate family member" means a husband, wife, father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, son, stepson, daughter, stepdaughter, grandson, step grandson, granddaughter, step granddaughter, nephew and niece, whether related by natural birth or adoption. ATTACH COPY OF PROPOSED CONVEYANCING DOCUMENT AND BIRTH CERTIFICATE, ADOPTION CERTIFICATE OR OTHER DOCUMENT DEMONSTRATING FAMILY RELATIONSHIP CLAIMED BAPTISMAL CERTIFICATES ARE NOT ACCEPTABLE DOCUMENTATION.
- 10. The division of land created to provide security for mortgages, liens, or deeds of trust; provided that the division of land is not the result of a seller financed transaction; ATTACH COPIES OF DOCUMENTS FROM LENDER CORROBORATING LOAN.
- 11. The sale, lease or other conveyance of land that creates no parcel smaller than one hundred forty (140) acres; ATTACH CERTIFIED SURVEY SHOWING LOCATION AND SIZE OF PARCEL
- 12. The division of land to create a parcel that is donated to any trust or nonprofit corporation granted an exemption from federal income tax, as described in Section 50I(c)(3) of the United States Internal Revenue Code of 1986, as amended; school, college or other institution with a defined curriculum and a student body and faculty that conducts classes on a regular basis; or church or group organized for the purpose of divine worship, religious teaching or other specifically religious activity; ATTACH COPIES OF I.R.S. EXEMPTION LETTER, AND/OR DOCUMENTS DEMONSTRATING ENTITLEMENT SECTION STATUS or

13. The division of a tract of land into two parcels that conform with applicable zoning ordinances; provided that a second or subsequent division of either of the two parcels within five years of the date of the division of the original tract of land shall be subject to the provisions of the New Mexico Subdivision Act; provided further that a survey, and a deed if a parcel is subsequently conveyed, shall be filed with the county clerk indicating that the parcel shall be subject to the provisions of the New Mexico Subdivision Act if the parcel is further divided within five years of the date of the division of the original tract of land; ATTACH CERTIFIED SURVEYED SHOWING SIZE AND LOCATION OF ORIGINAL TRACT, PARCEL PROPOSED TO BE DIVIDED, ANY PARCELS PREVIOUSLY DIVIDED FROM THE ORIGINAL PARCEL, DATES OF ALL DIVISIONS AND THE HOLDING PERIOD FOR ALL TRACTS.

I further certify that the information provided by me in this Claim of Exemption is true and correct and that all documents attached to or enclosed with this Claim of Exemption are originals or true, complete and correct copies of the originals.
originals of true complete and correct copies of the originals,
Signature
COUNTY OF COLFAX)
COUNTY OF COLFAX)
)SS.
SUBSCRIBED AND SWORN to before me
on by
MARCIA L. BRECKENRID Notary Public, State of Te Comm. Expires 02-01-20
Notary ID 133563375
Morday Brekentley
My commission expires:
ACKNOWLEDGMENT OF NATURAL PERSONS
STATE OF NEW MEXICO)
SS) COUNTY OF COLFAX)
COUNTY OF EOLIFAX)
The foregoing instrument was acknowledged before me on
Notary Public
My commission expires:
and animomore authors.

CORPORATE ACKNOWLEDGMENT	
STATE OF NEW MEXICO)	
)SS. COUNTY OF COLFAX)	
The forgoing instrument was acknowledged before 20 by	re me on, as,
on behalf of	
	Notary Public
My commission expires:	110000
My Commission express	
FOR OFFICIAL USE ONLY	
[] The forgoing claim of Exemption has been a	approved.
[] The foregoing Claim of Exemption in incom	mplete.
[] Please provide us the following information claim;	n and/or documents so that we can process your
[] The forgoing Claim of Exemption is hereb	y denied for the following reasons:
Board of Commissioners of Colfax County, New Mexico	
Ry:	Date:
By:Chairman	
ATTEST:	
Clerk for the Board	
Clerk for the power	





Recording (Date - Time): 10/31/23 - 03:34:06 PM COLFAX COUNTY, NM - Rayetta Trujilo - County Clerk DOC# 20/2303078

WARRANTY DEED

Brice Adams and Catherine Adams, husband and wife for consideration paid, grants to 32SII, LLC, a Texas Limited Liability Company whose address is 1014 Broadway, Lubbock, TX 79401, the following described real estate in Colfax County, New Mexico:

Lot 13 (thirteen) of Vistas de Cintas Subdivision as shown in Plat Book 8, Page 198, records of Colfax County, New Mexico.

SUBJECT TO taxes, reservations in patents, easements, rights of way, leases, covenants and restrictions of record.

WITH WARRANTY COVENANTS.

Brice Adams

Catherine Adams

ACKNOWLEDGMENT

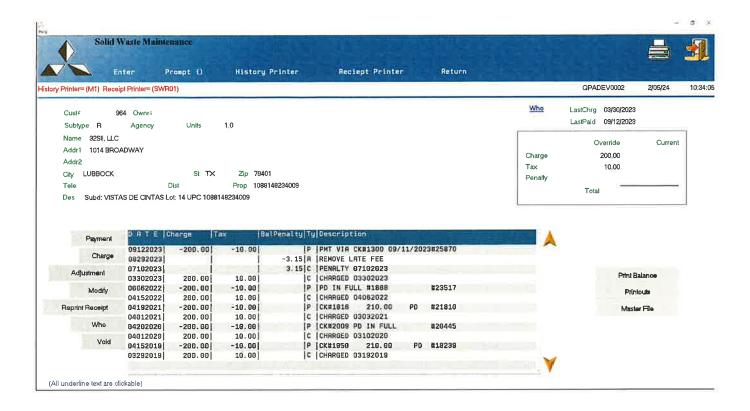
STATE OF VIEW | Mexico)

Notary Public

My Commission Expires: 318/27

(Seal)

NIKOLE M ALDERETTE Notary Public - State of New Mexico Commission # 1123919 My Comm. Expires Mar 8, 2027



74120 00 Net Res Net N/R NonRend% WTR DIST A.F. PID ROAD Equine Sheep Swine Goals Dairy Bison Cattle Rattit Oth-ex Improv Persnl Mobile Family Vetern Centrl Land 96929 8424 2000

TAXES NOT FLAGGED FOR PYMT IN ADVANCE

Transaction Receipt

Print Date: 02/05/2024 10:56:35 AM

Transaction #347327

Transaction Type: Misc Transactions

Receipt #24190864

Cashier: Rebecca Sanchez

Cashier Date: 02/05/2024 10:56:34 AM

Rayetta M. Trujillo

Colfax County Clerk and Recorder

P.O. Box 159 Raton, NM 87740 (575) 445-5551

Number of Documents:

Total Fees:

\$1.00

Payment Received:

Cash

\$1.00

Change

\$0.00

Presented by:

*

1

Transaction Receipt

Print Date: 02/06/2024 09:43:39 AM

Transaction #347359

Transaction Type: Misc Transactions

Receipt #24190885 Cashier: Heidi Briscoe

Cashier Date: 02/06/2024 09:43:37 AM

Rayetta M. Trujillo

Colfax County Clerk and Recorder

P.O. Box 159 Raton, NM 87740 (575) 445-5551

Number of Documents:

Total Fees:

\$300.00

Payment Received:

Check #8045

\$300.00

Change

\$0.00

Presented by:

*

1