

CIBOLA COUNTY BOARD OF COMMISSIONERS

Christine Lowery
Chair

Ralph Lucero
1st Vice Chair

Daniel Torrez
2nd Vice Chair

Martha Garcia
Commissioner

Robert Windhorst
Commissioner

Regular Commission Meeting Thursday, February 22nd, 2024 5:00 p.m.

Cibola County Commission Chambers

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Prayer**
5. **Approval of Agenda**
6. **Public Comment**

The Public has the opportunity to provide comment on any subject during the public comment period. Speaker's comments will be limited to three minutes unless the Board of County Commissioners requests more information. The time limit is given in an effort to allow public input but also to move the agenda forward in a prompt yet efficient manner.
7. **Minutes**
 - a. 01.25.2024 Special Commission Meeting
 - b. 01.25.2024 Regular Commission Meeting
8. **Reports**
 - a. Budget and Finance Report- Kate Fletcher-County Manager & Paul Ludi-Finance Director
9. **Presentation**
 - a. Route 66 Solar Battery Storage Project
10. **Public Hearing**
 - a. Ordinance 2024-001 Codifying The New Mexico Enabling Act
11. **New Business – Action May Be Taken**
 - a. Consideration of Ordinance 2024-001 Codifying The New Mexico Enabling Act
 - b. Consideration of Resolution 2024-16 for the Issuance of Industrial Revenue Bonds for Route 66 Solar Battery Storage Project
 - c. Consideration of Providing Matching Funds for CDEC Community Connect Grant Application
 - d. Consideration of Resolution 2024-17 FY 24 Budget Adjustment Number 5

- e. Consideration of Resolution 2024-18 An Amended Resolution Designating the Location of Election Day Polling Places for all Statewide Elections Conducted in 2024 and 2025, County Canvassing Board Duties and Appointing the Board of Commissioners as Canvass Board for the County
- f. Consideration to Fill 2 Cibola General Hospital Board Member Positions
- g. Consideration of Payment of Invoices for Smiths Building Capital Repairs
- h. Consideration of San Rafael Water District's Request for County to be Fiscal Agent on Capital Outlay Project
- i. Consideration of Requisitions over \$20,000
 1. Brush Truck /Midwest Fire Equip./El Morro Valley VFD-21-\$242,811

12. Executive Session

Motion and roll call vote to go into executive session and that, pursuant to New Mexico State Statute Section 10-15-1, only the following matters will be discussed in closed session:

Pursuant to Section 10-15-1 (H) the following matters may be discussed in closed session:

- a. Pending or threatened litigation 10-15-1 (H) (7)
- b. Real Property 10-15-1 (H) (8)
- c. Personnel 10-15-1 (H) (2)
- d. other specific limited topics that are allowed or authorized under the stated statute;

Motion and Roll Call Vote to Return to Regular Session

Motion and Roll Call Vote that Matters Discussed In Closed Session Were Limited To Those Specified In Motion For Closure, and That No Final Action Was Taken, As Per New Mexico Statutes Section §10-15-1.

13. Announcements

- a. The Next Regular Commission Meeting will be on Thursday, March 28, 2024, at 5:00 p.m.

14. Adjournment

Note: This agenda is subject to change up to 72 hours prior to the scheduled meeting date and time as deemed necessary by the County Manager. To inquire about agenda changes, please contact the Grants/Project Manager, Judy Horacek, at 505.285.2557 or judy.horacek@co.cibola.nm.us If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the County Manager at least one (1) week prior to the meeting or as soon as possible.



7a. Minutes

01.25.2024

Special Commission Meeting @ 3:30pm

Special Commission Meeting
Thursday, January 25th, 2024
3:30 p.m.
Cibola County Commission Chambers

Elected Officials Present Staff

Daniel Torrez, Chairman
Martha Garcia, 1st Vice Chairman
Christine Lowery, 2nd Vice Chairman
Robert Windhorst, Commissioner
Ralph Lucero, Commissioner

Kate Fletcher, Manager
Judy Horacek, Project Manager
Natalie Grine, Chief Deputy Clerk
Paul Ludi, Finance Director

1. Call to Order

Chairman Torrez called the meeting to order at 3:30 pm

2. Roll Call

Chairman Torrez does roll call, all Commissioners are present.

3. Pledge of Allegiance

Led by Commissioner Lucero, recited by all.

4. Prayer

Led by Commissioner Garcia.

5. Approval of Agenda

Motion to approve agenda made by Commissioner Windhorst
Second made by Commissioner Lucero 5-0 affirmative.

6. Minutes

- a. Minutes from December 21st, 2023, Special Commission Meeting.
Motion to approve item A. made by Commissioner Garcia
Second by Commissioner Lowery 5-0 affirmative.

7. Restructure of Commission

a. Resolution 24-01-Restructure of the Cibola County Commission

- a. Nomination and Election of County Commission Chairman
Commissioner Garcia nominated Commissioner Lowery as Chairperson
Second by Commissioner Windhorst 5-0 affirmative.
- b. Nomination and Election of 1st Vice County Commission Chairman
Commissioner Windhorst nominated Commissioner Lucero as 1st Vice Chairperson
Second by Commissioner Torrez 5-0 affirmative.
- c. Nomination and Election of 2nd Vice County Commission Chairperson
Commissioner Windhorst nominated Commissioner Torrez as 2nd Vice Chairperson
Second by Commissioner Garcia 5-0 affirmative.

8. Consent Agenda – Action May Be Taken

- a. Consent Agenda: CDBG Resolution Required to Be Updated Yearly**
a.) Consideration of Resolution 24-09, Establishing A Local Residential Anti-Displacement, And Relocation Assistance Plan and Certification (Housing and Community Development Act, CDBG), with Exhibit 1-R.
b.) Consideration of Resolution 24-10, Establishing A Citizen Participation Plan.
c.) Consideration of Resolution 24-11, Establishing A Section 3 Plan with Exhibit 1-T
d.) Consideration of Resolution 24-12, Includes Resolution, Fair Housing Proclamation, and Self – Assessment.

Motion to approve items A-B-C-D made by Chairperson Lowery.
Second by Commissioner Torrez 5-0 affirmative.

- b. Consent Agenda: DWI Resolution, M.O.U. and Statement of Assurance Required for DFA LDWI FY25 Grant Application.**
a.) Consideration of Resolution 24-13 Authorizing Cibola County to Submit fy24 DWI Grant Application/ Distribution Program and Delegating Authority to Cibola County Chairperson.
b.) Statement of Assurance
c.) Memorandum of Understanding (M.O.U.) Between County of Cibola DWI Program and NM Dept. of Finance (NMDFA).

Motion to approve items A-B-C made by Commissioner Torrez.
Second by Commissioner Lucero 5-0 affirmative.

9. Action Items

- a. Consideration of Resolution 24-02, Delegation of Authority to County Manager**
Motion to approve item A. made by Commissioner Lucero.
Second by Commissioner Torrez 5-0 affirmative.
- b. Consideration of Resolution 24-03, Bank Depositories.**
Motion to approve item B. made by Commissioner Windhorst.
Second by Commissioner Lucero 5-0 affirmative.
- c. Consideration of Resolution 24-04, Inspection of Records.**
Motion to approve item C. made by Commissioner Torrez.
Second by Commissioner Windhorst 5-0 affirmative.
- d. Consideration of Resolution 24-05, Open Meetings Act (OMA).**
Motion to approve item D. made by Commissioner Garcia.
Second by Commissioner Torrez 5-0 affirmative.
- e. Consideration of Resolution 24-06, Public Participation at Cibola County Commission Meeting.**
Motion to approve item E. made by Commissioner Windhorst.
Second by Commissioner Torrez 5-0 affirmative.
- f. Consideration of Resolution 24-07, Parliamentary Procedures & Robert’s Rules of Order.**
Motion to approve item F. made by Commissioner Windhorst.
Second by Commissioner Lucero 5-0 affirmative.
- g. Consideration of Resolution 24-08, Signature Authority on Checks.**
Motion to approve item G. made by Commissioner Garcia.
Second by Commissioner Torrez 5-0 affirmative.

12. Announcements

- a.** The Next Regular Commission Meeting will be held on January 25th, 2024, at 5:00 p.m.

13. Adjournment

3:58 p.m.

PASSED, APPROVED, and ADOPTED this 22nd day of February 2024

BOARD OF COUNTY COMMISSIONERS

Christine Lowery, Chair

Ralph Lucero, 1st Vice Chair

Daniel Torrez, 2nd Vice Chair

Robert Windhorst, Commissioner

Martha Garcia, Commissioner

ATTEST:

Michelle E. Dominguez, Cibola County Clerk

Date: _____

SEAL



7b. Minutes

01.25.2024

Regular Commission Meeting @ 5pm

Regular Commission Meeting
Thursday, January 25th, 2024
5:00 p.m.
Cibola County Commission Chambers

Elected Officials Present Staff

Christine Lowery, Chair
Ralph Lucero, 1st Vice Chair
Daniel Torrez, 2nd Vice Chair
Robert Windhorst, Commissioner
Martha Garcia, Commissioner

Kate Fletcher, Manager
Paul Ludi, Finance Director
Judy Horacek, Projects Coordinator
Natalie Grine, Chief Deputy Clerk
Pricilla Marquez, Rec/Filing

1. Call to Order

Madam Chair Lowery called the meeting to order at 5:00 pm

2. Roll Call

Madam Chair Lowery does roll call, Commissioner Torrez, was absent.

3. Pledge of Allegiance

Led by Commissioner Windhorst, recited by all.

4. Prayer

Led by Commissioner Lucero.

5. Approval of Agenda

Motion to approve agenda made by Commissioner Windhorst
Second made by Commissioner Lucero 4-0 affirmative.

6. Public Comment

Joan Kowalski stated that she has concerns on the Immigration situation, Mrs. Kowalski mentioned there needs to be better border protection, and also has concerns with the Department of Immigration Rules.

C.L. Peterson requested to have the Cibola County meeting Broadcast on zoom, so that other residents of the County could participate.

7. Reports

- a. Budget and Finance Report - Kate Fletcher- County Manager & Paul Ludi – Finance Director
Report on File

8. Presentation

- a. Community Connect Grant Update for Fence Lake & Submission for New Grant Application in March
Donna Venable-CDEC Regulatory & Rates Manager & Daniel Stokes-CDES Telecomm Manager.

Donna Venable gave a brief update on Red Bolt Broadband Background and Project Funding. Report is on File.

9. New Business – Action May Be Taken

a. Consideration of Resolution 2024-14 Budget Adjustment #4

Motion to approve Item A. made by Commissioner Lucero.

Second made by Commissioner Windhorst. 4-0 affirmative.

b. Consideration of Resolution 2024-15 2nd Quarter Report

Motion to approve Item B. made by Commissioner Garcia.

Second made by Commissioner Lucero 4-0 affirmative.

c. Consideration of Rio San Jose Fiscal Agent Request Contract

Motion to approve item C. with authorizing Manager Kate Fletcher to execute, as Fiscal Agent once complete, made by Commissioner Lucero.

Second by Commissioner Windhorst 4-0 affirmative.

d. Appointment of One Member to the Cibola General Hospital Board

Motion to approve item D. was made by Commissioner Garcia to Direct County Manager to publish the two positions available for the Hospital Board.

Second by Commissioner Lucero 4-0 affirmative.

e. Approval of Sheriff's School Resource Officer to Attend National Association of SRO Training in Phoenix, AZ from July 13-18, 2024.

Motion was made by Commissioner Windhorst to approve sending (Joshua Pacheco) to SRO Training in Phoenix AZ.

Second by Commissioner Garcia 4-0 affirmative.

f. Direction of Staff to Publish the Title and General Summary of Enabling Act Ordinance 2024-001.

Motion to approve item F. was made by Commissioner Lucero

Second by Commissioner Windhorst 4-0 affirmative.

g. Consideration of Requisitions over \$20,000.

a. Back Up Radio System installed in PSB/Advanced Communications/Fire Marshall-\$72,222.15.

b. T880 Kenworth Truck Cab-Chassie8Inland Kenworth US Inc. /Road-\$258,389.

Motion to approve items A and B. made by Commissioner Garcia.

Second by Commissioner Windhorst 4-0 affirmative.

10. Executive Session (NO EXECUTIVE SESSION)

Motion and roll call vote to go into executive session and that, pursuant to New Mexico State Statute Section 10-15-1, only the following matters will be discussed in closed session.

Pursuant to Section 10-15-1 (H) the following matters may be discussed in closed session:

- a. Pending or threatened litigation 10-15-1 (H) (7)
- b. Real Property 10-15-1 (H) (8)
- c. Personnel 10-15-1 (H) (2)
- d. Other specific limited topics that are allowed or authorized under the stated statute.

Motion and Roll Call Vote to Return to Regular Session

Motion and Roll Call Vote that Matters Discussed in Closed Session Were Limited to Those Specified In Motion For Closure and That No Final Action Was Taken. As Per New Mexico Statutes Section §10-15-1.

12. Announcements

- a. Cibola County Offices Will Be Closed, Monday, February 19th, 2024, in Observance of Presidents Day Holiday.
- b. The Next Regular Commission Meeting will be on Thursday, February 22nd, 2024, at 5:00 p.m.

13. Adjournment

6:42 p.m.

PASSED, APPROVED, and ADOPTED this 22nd day of February 2024

BOARD OF COUNTY COMMISSIONERS

Christine Lowery, Chair

Ralph Lucero, 1st Vice Chair

Daniel Torrez, 2nd Vice Chair

Robert Windhorst, Commissioner

Martha Garcia, Commissioner

ATTEST:

Michelle E. Dominguez, Cibola County Clerk

Date: _____

SEAL



8a. Reports

Budget and Finance Report

As of January 31st, 2024-waiting for backup

PUBLIC COMMENT PROCEDURES

We welcome your suggestions and want to hear you concerns;

If you would like to make a public comment, please fill out the sign-up sheet located at the podium before meeting starts;

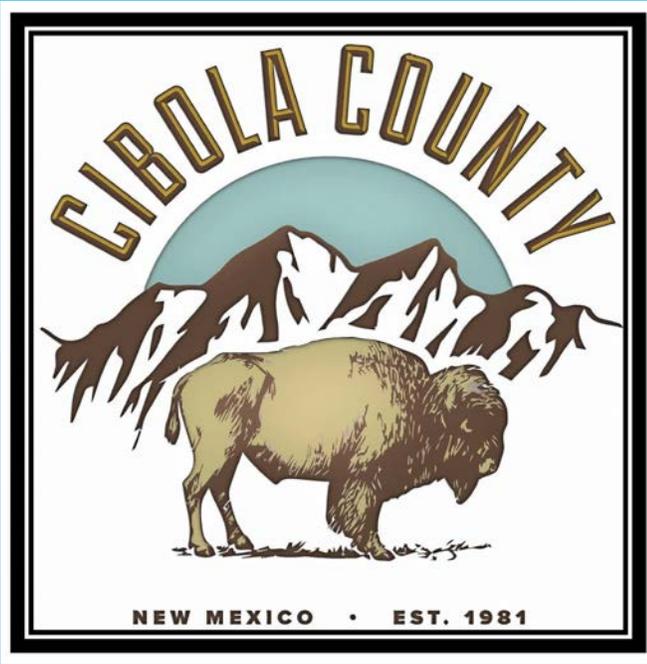
If you have signed up for public comment, The Commission Chair will call your name during the Public Comment Section of the Agenda.

Please state your name for the record;

Public Comment is limited to 3 minutes;

This is not a question & answer period. The Commission is not able to act on matters discussed; and

Thank-you!



CIBOLA COUNTY COMMISSION MEETING

February 22, 2024

Christine Lowery, Chair
Ralph Lucero, 2nd Vice Chair
Daniel Torrez, 3rd Vice Chair
Robert Windhorst, Commissioner
Martha Garcia, Commissioner

Kate Fletcher, County Manager



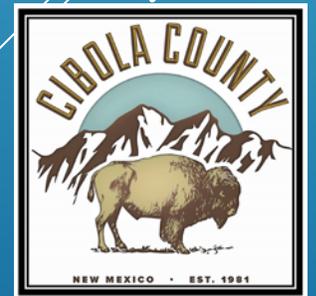
Finance Report

As of January 31, 2023



FINANCE UPDATES

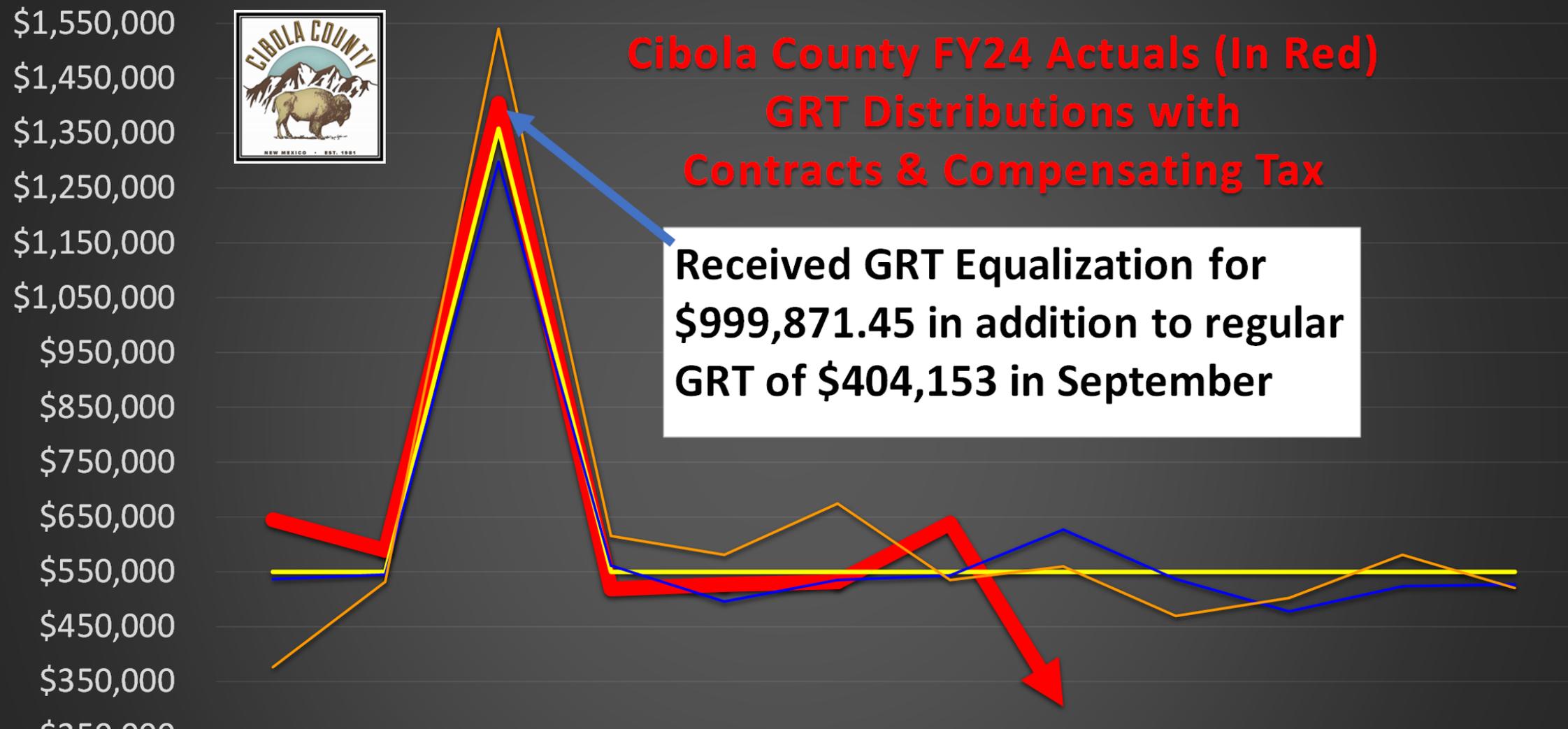
- Finance Reports & Budgets located on finance department webpage.
- County is reconciled through January 31, 2024 for the Main Operating account and the Treasurer's office is reconciled through December 30, 2023 for the Tax operating account.
- Audit – Our FY23 audit was published today by the OSA.
- 2nd Quarter Report submitted on time and with the Chief for final approval
- BAR #4 approved by DFA
- Attended Rockin' 66 Express Transit Board Meeting





Cibola County FY24 Actuals (In Red) GRT Distributions with Contracts & Compensating Tax

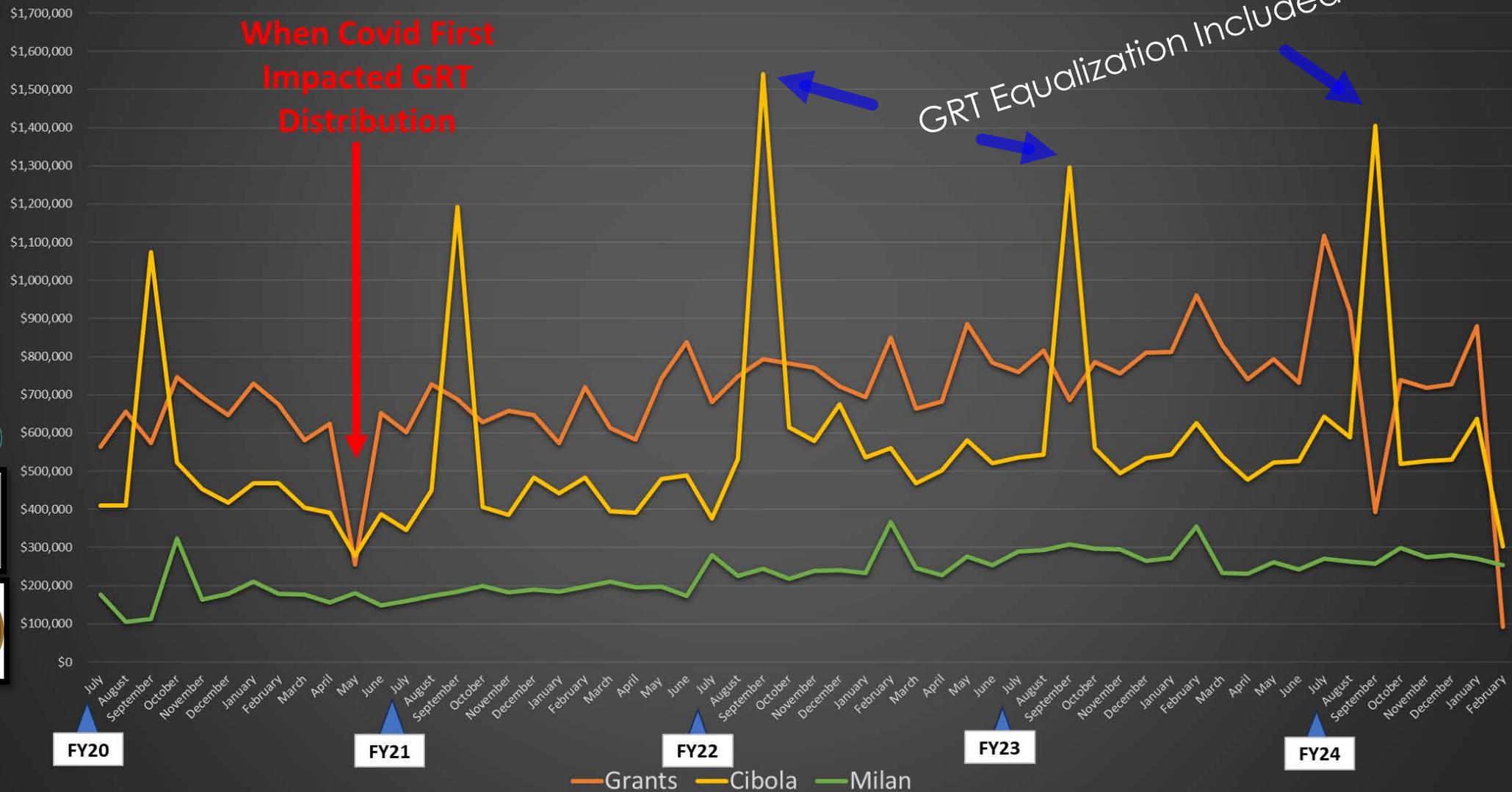
Received GRT Equalization for \$999,871.45 in addition to regular GRT of \$404,153 in September



	July	August	September	October	November	December	January	February	March	April	May	June
2024 YTD Actuals	\$643,909	\$589,026	\$1,404,025	\$518,616	\$525,694	\$530,938	\$637,378	\$302,883	\$549,835	\$549,835	\$549,835	\$549,835
2024 Projected Budget	\$549,835	\$549,835	\$1,357,835	\$549,835	\$549,835	\$549,835	\$549,835	\$549,835	\$549,835	\$549,835	\$549,835	\$549,835
2023 YTD Actuals	\$536,444	\$544,228	\$1,296,630	\$561,147	\$494,626	\$533,954	\$543,038	\$625,741	\$536,941	\$476,875	\$523,283	\$527,090
2022 YTD Actuals	\$375,851	\$531,510	\$1,540,013	\$614,259	\$580,018	\$674,226	\$535,367	\$559,873	\$468,410	\$501,653	\$581,272	\$520,659

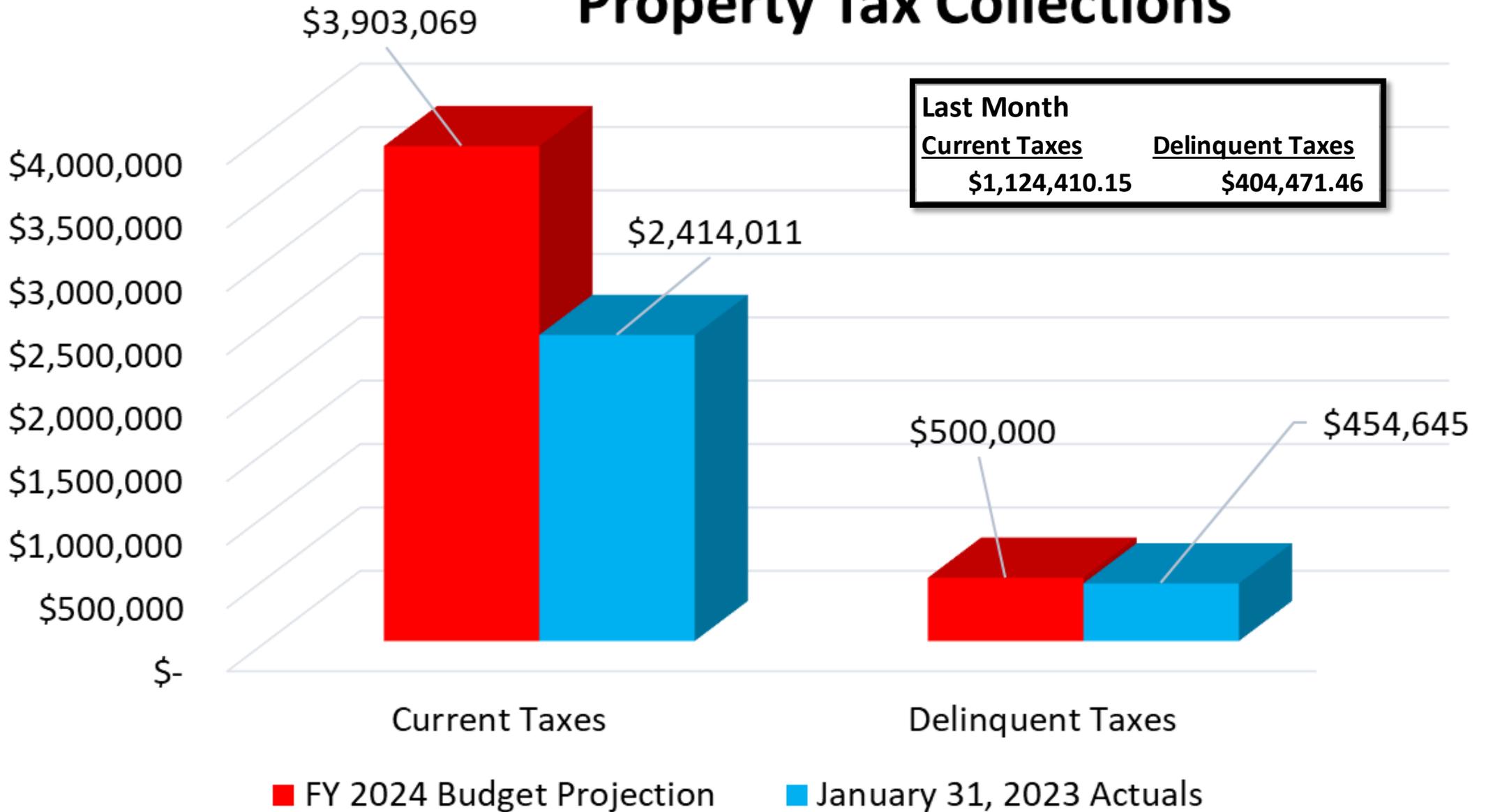
5 Year Comparison of Net GRT including Contracts (Intercepts), Compensating Tax, & Industry Tax

GRT After COVID



— Grants — Cibola — Milan

Property Tax Collections



Cibola County Operating Cash Recap - January 31, 2024



Active Funds	Beginning Cash Balance as of 7-1-2023	Beginning Investments	YTD Revenues	YTD Transfers	YTD Expenditures	YTD Adjustments	Ending Cash & Investments
101 - INVESTMENT FUND	\$0.00	\$5,436,520.96	\$170,212.77	\$0.00	\$0.00	\$0.00	\$5,606,733.73
401 - GENERAL FUND	\$8,562,611.58	\$0.00	\$4,453,620.61	(\$521,780.05)	(\$5,077,479.39)	(\$2,798,571.45)	\$4,618,401.30
402 - ROAD	\$152,649.28	\$0.00	\$644,459.68	\$0.00	(\$741,958.68)	\$4,097.19	\$59,247.47
403 - FARM & RANGE	\$0.00	\$0.00	\$0.00	\$3,476.69	(\$19,055.24)	\$0.00	(\$15,578.55)
406 - INDIGENT	\$692,889.38	\$0.00	\$393,546.95	\$0.00	(\$517,865.90)	\$0.00	\$568,570.43
407 - SAN RAFAEL VFD	\$255,329.45	\$0.00	\$110,832.00	(\$55,416.00)	(\$136,420.34)	(\$50.00)	\$174,275.11
408 - BLUEWATER VFD	\$89,784.17	\$0.00	\$68,042.00	(\$25,251.00)	(\$40,866.43)	\$1,003.50	\$92,712.24
409 - LOBO CANYON VFD	\$295,777.14	\$0.00	\$0.00	\$55,416.00	(\$120,106.76)	\$930.00	\$232,016.38
413 - LAGUNA EMS	\$5,674.63	\$0.00	\$11,147.00	\$0.00	(\$3,370.69)	\$0.00	\$13,450.94
415 - PINEHILL EMS	\$1,546.22	\$0.00	\$9,039.00	\$0.00	\$0.00	\$0.00	\$10,585.22
416 - FENCE LAKE VFD	\$521,084.69	\$0.00	\$33,452.65	\$0.00	(\$6,136.53)	(\$259.34)	\$548,141.47
418 - CANDY KITCHEN VFD	\$341,301.63	\$0.00	\$86,495.00	(\$37,531.00)	(\$57,523.42)	\$0.00	\$332,742.21
419 - LAGUNA VFD	\$859,195.51	\$0.00	\$200,552.00	\$0.00	(\$164,806.59)	\$0.00	\$894,940.92
424 - CUBERO VFD	\$172,179.27	\$0.00	\$296,909.00	(\$13,541.00)	(\$19,680.70)	\$0.00	\$435,866.57
425 - CUBERO EMS	\$2,249.64	\$0.00	\$5,000.00	\$0.00	(\$387.64)	\$0.00	\$6,862.00
427 - EL MORRO VFD	\$195,363.40	\$0.00	\$293,427.00	\$0.00	(\$8,950.72)	\$0.00	\$479,839.68
428 - SUPERIOR AMBULANCE	\$1,766.53	\$0.00	\$14,945.00	\$0.00	(\$6,663.53)	\$0.00	\$10,048.00
429-CIBOLA ADMIN EMS	\$0.85	\$0.00	\$5,000.00	\$0.00	(\$3,316.86)	\$0.00	\$1,683.99
430 - LAGUNA VFD - VALENCIA STATION	\$0.00	\$0.00	\$105,553.00	\$0.00	(\$3,840.69)	\$0.00	\$101,712.31
435 - CONSOLIDATED DISPATCH	\$194,548.33	\$0.00	\$799,866.00	(\$4,000.00)	(\$1,008,107.15)	(\$1.44)	(\$17,694.26)
438 - DWI GRANT	\$56,841.28	\$0.00	\$23,029.60	\$0.00	(\$20,623.61)	\$1,363.63	\$60,610.90
439 - DWI DISTRIBUTION	\$143,059.42	\$0.00	\$174,992.00	\$0.00	(\$195,542.00)	\$130.58	\$122,640.00
475 - COUNTY FIRE PROTECTION	\$1,208,050.12	\$0.00	\$171,431.73	\$0.00	(\$5,122.19)	\$0.00	\$1,374,359.66
500 - CLERK RECORDING/FILING	\$97,714.69	\$0.00	\$22,248.00	\$0.00	(\$15,721.11)	\$292.20	\$104,533.78
569 - 2014A BOND INCOME FUND	\$0.00	\$0.00	\$745,107.16	\$0.00	(\$96,507.32)	\$0.00	\$648,599.84
570 - 2014B BOND INCOME FUND	\$0.00	\$0.00	\$1,590,192.01	\$0.00	(\$218,647.69)	\$0.00	\$1,371,544.32
575 - NMFA LOANS	\$0.00	\$377,669.77	\$10,710.24	\$229,614.72	(\$24,191.10)	\$0.00	\$593,803.63
604 - FIRE MARSHAL	\$76,707.40	\$0.00	\$134,262.24	(\$12,970.00)	(\$49,137.15)	\$3,049.91	\$151,912.40
605 - LAW ENFORCEMENT PROTECTION	\$0.00	\$0.00	\$119,000.00	(\$18,018.36)	(\$24,939.00)	\$0.00	\$76,042.64
606 - NMDOT LOCAL GOV. TRANS. GRANT	\$798,831.02	\$0.00	\$0.00	\$0.00	(\$474,301.27)	\$168,206.28	\$492,736.03
607 - QUARTZ HILL PROJECT	\$144,034.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$144,034.31
614 - DETENTION CENTER	\$0.00	\$780,003.86	\$4,815,069.08	\$400,000.00	(\$5,204,156.90)	\$0.00	\$790,916.04
620 - 1% REAPPRAISAL FUND	\$15,961.85	\$0.00	\$57,751.15	\$0.00	(\$14,823.00)	\$0.00	\$58,890.00
646 - LG ABATEMENT	\$0.00	\$0.00	\$768,286.22	\$0.00	(\$768,286.22)	\$0.00	\$0.00
647 - LATCF GRANT	\$3,151,902.50	\$0.00	\$3,151,902.50	\$0.00	(\$789,026.24)	\$23,235.17	\$5,538,013.93
648 - TPF COUNTY ROAD GRANTS FUND	\$1,505,488.13	\$0.00	\$1,187,500.00	\$0.00	(\$52,760.77)	\$0.00	\$2,640,227.36
649 - AMERICAN RESCUE PLAN ACT	\$2,414,398.12	\$0.00	\$0.00	\$0.00	(\$1,149,318.45)	\$0.00	\$1,265,079.67
651 - CAPITAL OUTLAY PROJECTS	\$0.00	\$0.00	\$294,317.29	\$0.00	(\$43,156.51)	\$0.00	\$251,160.78
TOTALS=	\$21,956,940.54	\$6,594,194.59	\$20,967,898.88	\$0.00	(\$17,082,797.79)	(\$2,596,573.77)	\$29,839,662.45



MONTHLY QUESTION

The 2024 Legislative Session ended February 15, 2024.

True or False? The bills that were approved by the legislature are now law as of February 15th.

1. True
2. False



ANSWER IS: 2 – False. Although the bills were approved by the legislature, They still need to be approved by the Governor who may line-item veto by striking language from the approved bills or pocket veto by inaction. The Governor has until March 6th to take action on the bills before they become law.



MANAGER'S UPDATES

COUNTY ROAD 18-B BRIDGE



Last Commission Meeting

COUNTY ROAD 18-B BRIDGE



As of Monday!



CIBOLA COUNTY COMMISSION MEETING

February 22, 2024

Christine Lowery, Chair
Ralph Lucero, 2nd Vice Chair
Daniel Torrez, 3rd Vice Chair
Robert Windhorst, Commissioner
Martha Garcia, Commissioner

Kate Fletcher, County Manager



Slide Outline and Notes of Cibola County Finance Report

From July 1, 2023, through January 31, 2024, Finance Report

Commission Meeting February 22, 2024

Finance Report Cover Page

Cibola County Updates

Finance Reports & Budgets located on the finance department webpage.

The county is reconciled through January 31, 2024, for the Main Operating account and the Treasurer's office is reconciled through December 30, 2023, for the Tax operating account.

Audit – Our FY23 audit was published today by the OSA. We will discuss this when our Auditors come in to publicly speak on our findings.

The 2nd Quarter Report was submitted on time and is currently with the Budget and Finance Bureau Chief for final approval at DFA/LGD.

BAR #4 was approved by DFA and has been entered into our accounting system.

I attended the Rockin' 66 Express Transit Board Meeting yesterday. They have a new bus on the road. It carries 8 passengers and is ADA compliant for wheelchair access of 1. It cost around \$92,000. There are 3 more buses to come by 2026. The Transit Director stated through their management of funds and DOT grants, they should not have to ask for assistance with the purchases of the other buses from the county, city, or village. Additionally, these new busses do not require a CDL license so this will assist in keeping the positions filled over there. Congrats to Rockin' 66 Express.

GRT Tracker

Here is our Gross Receipts history and the red line designates this fiscal year's GRT up through January of 2024. We have updated our graph to now include the county equalization distribution which is now also represented on the RP 500 reports (shows GRT distribution amounts) that the NM Taxation and Revenue Department (TRD) create. The county Equalization was in the amount of \$999,871 for FY24 and is solely dedicated to be used to pay our revenue bonds each year.

We experienced a significant drop in revenue in this distribution due to a legal ruling . I reached out to David Monteith, our local government liaison, and he stated *"A home health care agency filed a refund for \$2.2 million dollars that was denied by the Department. A recent court ruling ruled in favor of the agency requiring that the refund be given."* You can see the impact of this month's GRT distribution on this graph.

The rest of the regular GRT is divided up below in the breakdown.

Our budgeted projection is that bold straight yellow line.

The other lines represent the last 2 years of actual GRT as you can see in the legend.

Our GRT is Broken Down by Increments and are dedicated by ordinance:

The Correctional GRT is dedicated to our inmate costs in the Detention Fund.

The Environmental GRT pays the Northern New Mexico solid waste authority.

The Hold Harmless is dedicated to paying our Series 2014A Bonds which built the detention center.

The County Infrastructure is dedicated for general purposes in the general fund.

The Fire Protection GRT is dedicated to our County Fire Protection Fund.

Our County Share GRT is split into 3 funds. Our Indigent Fund, 2014 B Bond Fund, and general fund

The Special County Hospital GRT is a residual type of GRT from when hospital tax was enacted made up of the medical and food hold harmless tax distribution. When the tax increment deactivated the hold harmless portion stayed. It is used in our general fund.

The County Emergency and Medical Services GRT is dedicated to our E-911 program in the consolidated dispatch fund.

GRT Tracker – All Entities

This slide is to show how the County's GRT compares to our surrounding municipalities. You can see our GRT sustained growth has leveled off and is starting to trend down. We will monitor this closely and keep you informed as we must keep a balanced budget in respect to our expenditures, revenues and transfers.

Additionally, you can see, we have added the County Equalization distribution into this graph. To clarify, only counties (not municipalities) receive this GRT equalization distribution, and it is formula driven to assist smaller counties that don't earn as much GRT as areas with higher populations. The tall spikes in the counties GRT represent this.

The impact of the previously stated court ruling reduced our GRT distribution significantly and we did not get notified of this ruling until we reached out to the Taxation and Revenue Department for an explanation. This is why tracking and monitoring our GRT is paramount. You can see the drastic effect on the County and City's GRT this month here in this graph. Please note this graph doesn't reflect the Small Cities Assistance the Village and City received in the amounts of \$90,000 each.

Property Tax Collections

Our property tax county portions are coming in strong per our projections. As you see we are doing well as of January 31, 2024. Our delinquent taxes are coming in strong, and we will continue to monitor this.

January 31, 2024 – Monthly Finance Recap

Here is our January 31, 2024, monthly financial report. As you can see, we are maintaining our investments and required reserves. We keep all our bond and state reserves in our investment fund, so we are not dipping into them. Our general fund is doing fine, and we are strong with operating cash to support our recurring expenditures.

Our transfers equal zero, which is mandatory.

The fund deficits in the Farm & Range is due to a timing in cash flows where we haven't received the revenue yet and also this fund is also supplemented by the general fund when needed. We will address this fund again when our 3rd quarter report is due to the state.

The fund deficit for the E-911 fund has already been corrected. It was just a timing of revenue cash flows coming in.

This recap is developed using three reports:

The pooled cash report gives what our beginning and ending cash balances should be. This should be reconciled to your bank statements every month.

The Detail Vs. Budget report gives the revenue, transfer, and expenditure activity.

The balance sheets give us our adjustments to get from pooled cash to pooled cash and gives us our investments. This also reconciles to our bank statements.

The county is in great fiscal shape and is following GAAP, GASB, and all state laws and requirements.

Monthly Question

The 2024 Legislative Session ended February 15, 2024. The bills that were approved by the legislature are now law as of February 15th. True or False?

1. True
2. False

ANSWER IS: **2 – False**. Although the bills were approved by the legislature, They still need to be approved by the Governor who may line-item veto by striking language from the approved bills or pocket veto by inaction. The Governor has until March 6th to take action on the bills before they become law.

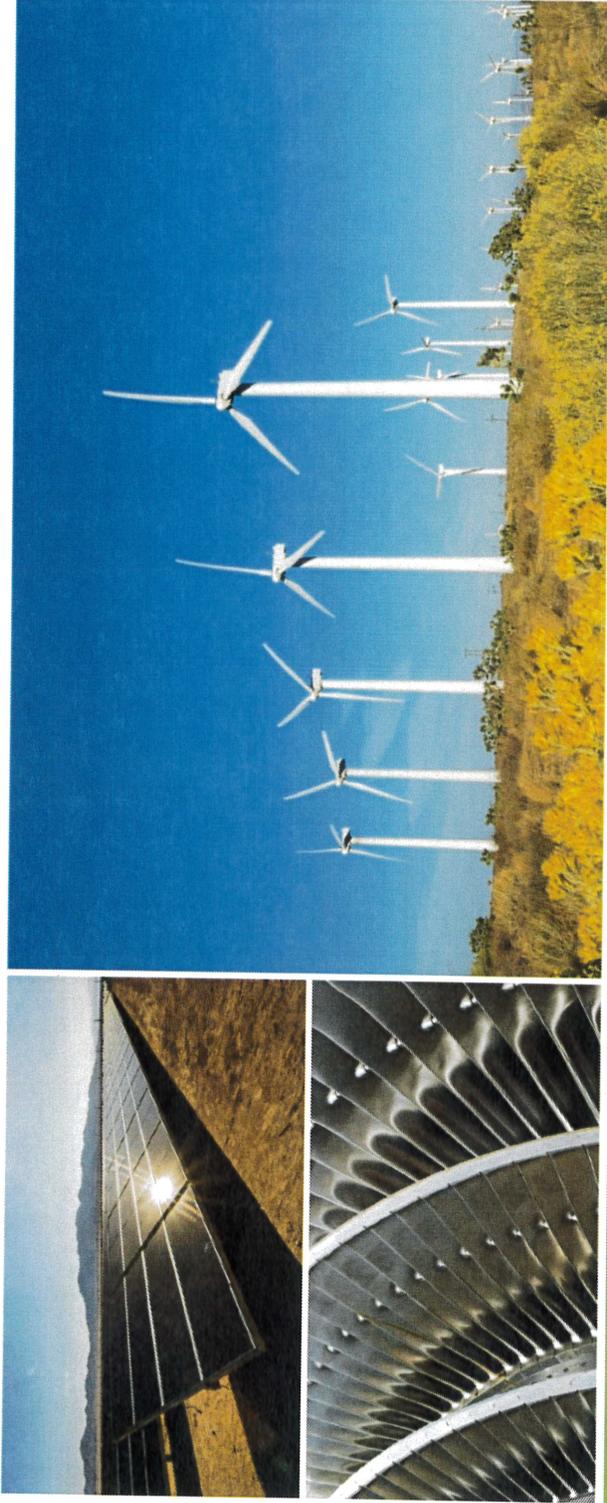
The End – Questions from governing body



9a. Presentation

Route 66

Solar Battery Storage

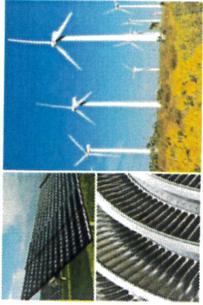


Route 66 Energy Storage

49.5 MW Battery Storage Project Introduction

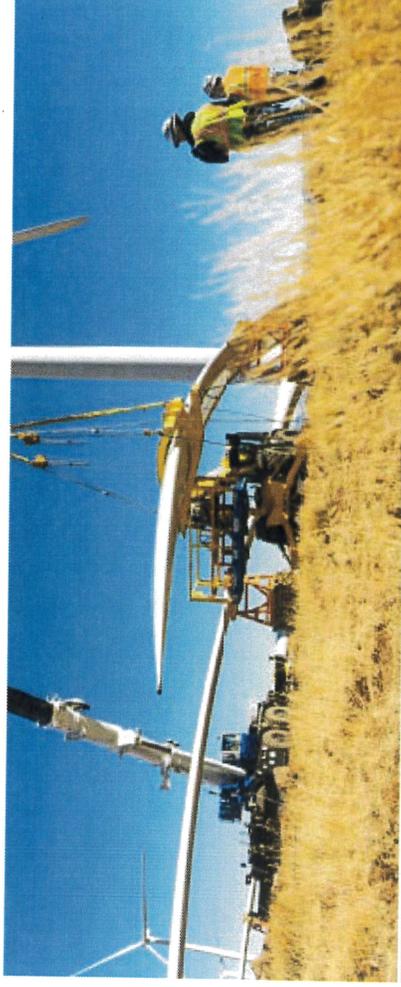
Cibola County, New Mexico

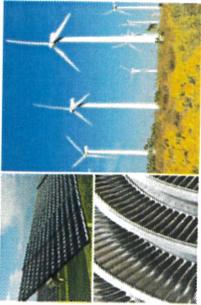
December 18, 2023



Agenda

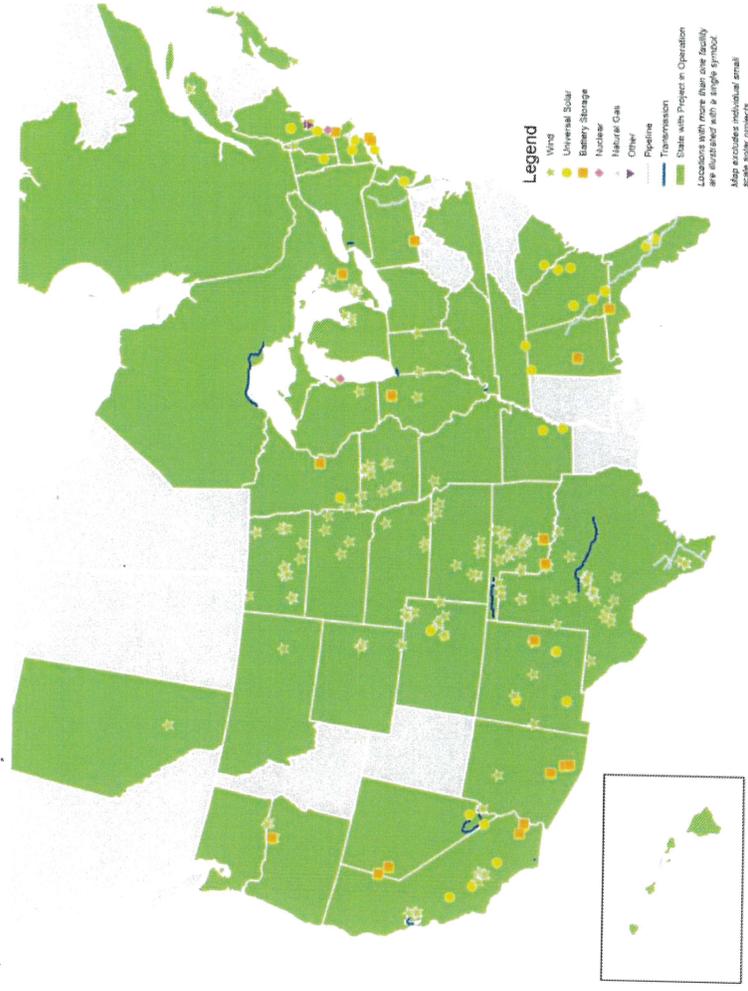
- **Company Overview**
- **Project Background**
- **Decommissioning Process**
- **Industrial Revenue Bond Introduction**
- **Questions**

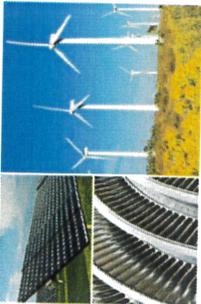




Company Overview: NextEra Energy

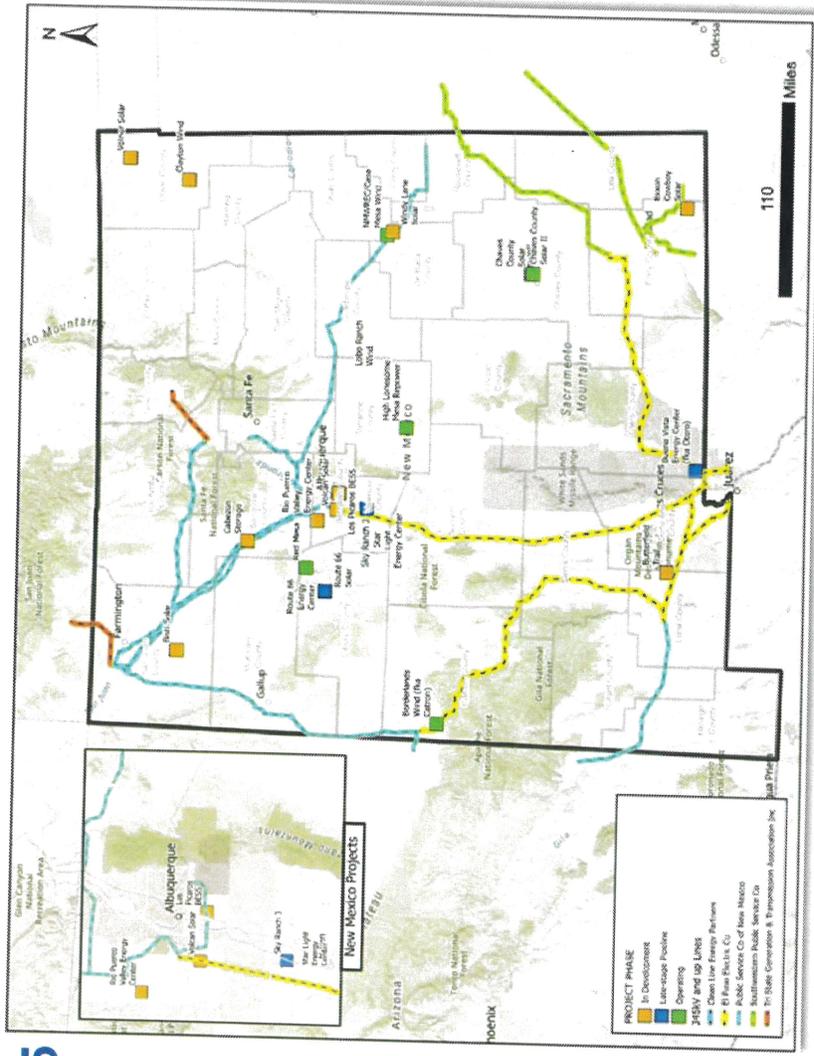
- NextEra Energy Resources is a leading clean energy provider with natural gas, wind, solar, and nuclear power plants in operation in 37 states and 4 provinces
- American-owned and operated
- World's largest generator of renewable energy from wind and sun
- World leader in battery storage
- Investments in 40 states and Canada
- Approximately 27,400 Megawatt (MW) in operation

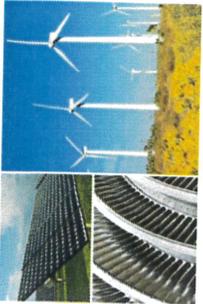




Company Overview: New Mexico Renewable Footprint

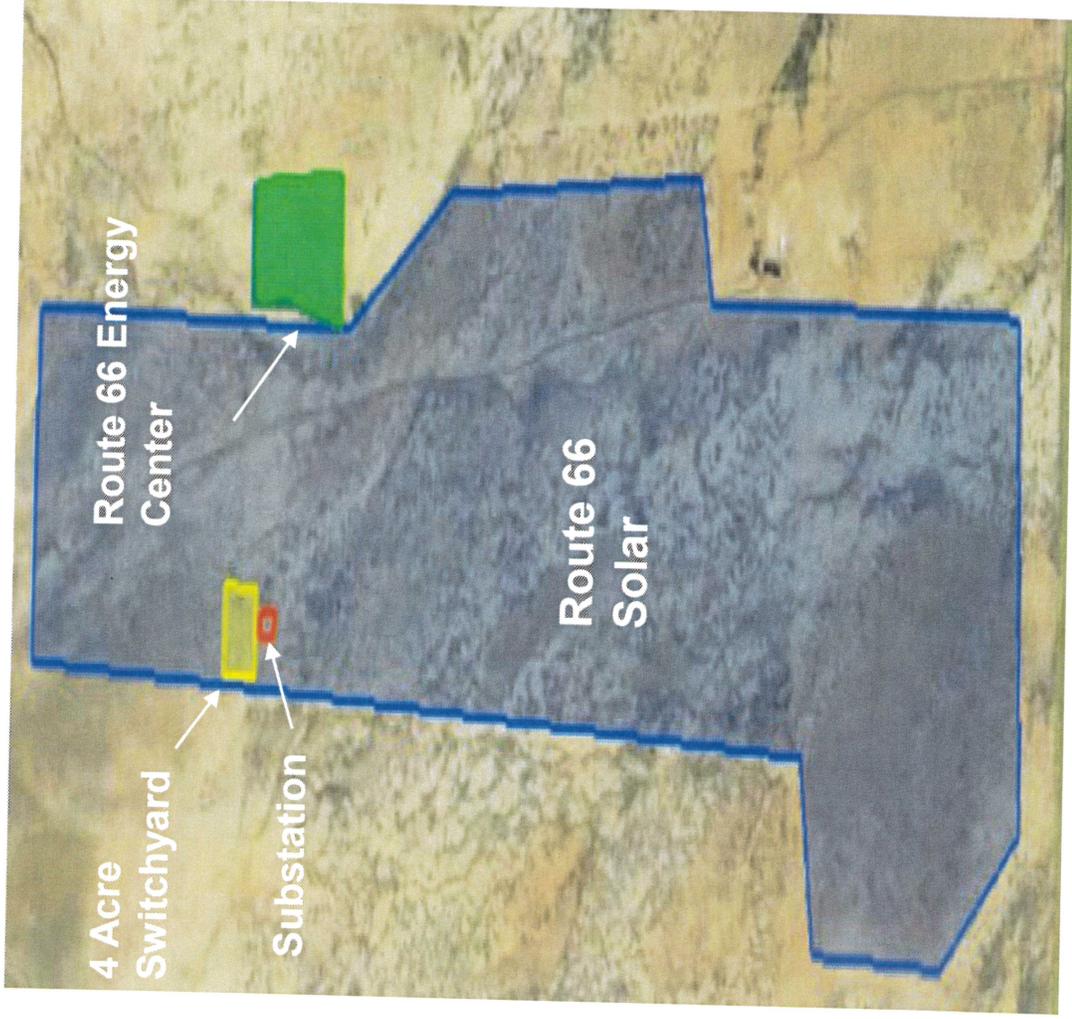
- Our subsidiaries own and operate 5 wind, 4 solar, 1 distributed energy resource, and 1 energy storage site and a portfolio of private or distributed generation sites
- 4 energy storage systems and 5 solar projects in development
- Investing in local economies through tax payments and infrastructure support
- \$3.1 million in property taxes to local counties and cities
- \$2.4 million annual land payments to landowners
- Approximately \$5.6 million in annual payroll for solar and wind technicians





Background: Route 66 Energy Storage

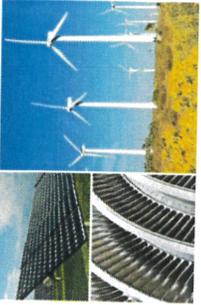
- **Route 66 Energy Storage will be adjacent to Route 66 Solar**
 - 450 acres of land purchased in 2021
- **Project has ~16 acres of land under option to purchase**





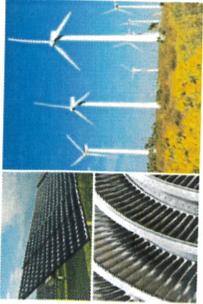
Background: Route 66 Energy Storage

- **Route 66 Energy Storage is a 49.5 MW battery storage project**
- **Project will be co-located with Route 66 Solar (COD May 2022)**
 - Route 66 Solar has an Industrial Revenue Bond (IRB) with Cibola County, NM
- **~ 16 acres of privately owned land in unincorporated Cibola County under option to purchase**
 - 35 miles west of Albuquerque, NM
 - Project boundary will be contiguous with Route 66 solar but requires Subdivision 5 application
- **The project will tap a PNM owned 115 kV Bluewater - West Mesa line**
- **The project will create up to 100 construction jobs for approximately 1 year living, dining, and shopping in the local community**
- **Total capital investment of approximately \$70 million, although the design is still underway**
- **Targeting a December 1, 2024 start of construction with a February 1, 2026 COD**



Decommissioning: Route 66 Energy Storage

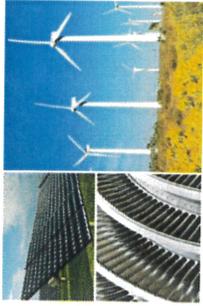
- **The materials used in battery energy storage facilities are valuable even after more than 20 years of use**
 - Many of the battery manufacturers we work with offer to reclaim their lithium-ion batteries as the parts can be recycled and used in new products.
- **For all project, NextEra Energy Resources has a robust waste vendor audit process to ensure all waste is managed properly**
 - Vendors are required to provide recycling certificates to provide further assurance all applicable regulations are followed in the recycling and disposal of battery storage related equipment.
- **Our waste minimization strategy starts by finding ways to reuse battery energy storage products.**
 - If the products cannot be reused, we will explore ways to refurbish or recycle the material before resorting to disposal.
- **Following EPA guidelines, we do not dispose of batteries in municipal landfills.**
 - Requirements for the disposal of lithium-ion batteries are found in Part 273 of Title 40 Code of Federal Regulations.
 - These regulations are intended to promote the collection and recycling of certain categories of hazardous waste.



Decommissioning: Route 66 Energy Storage

Decommissioning and restoration may proceed with the following proposed general sequence and methodology:

1. Investigate site
2. Contact landowner
3. Assess site access
4. Assess public road condition
5. Assess site access road
6. Apply for decommissioning permits, if required, and notify applicable agencies
7. Prepare site-by-site decommissioning sequence and schedule
8. Negotiate decommissioning contractor terms and conditions
9. Obtain necessary permits and approvals, if required
10. Obtain Notice to Proceed for decommissioning contractor
11. Mobilize and prepare field staff yard and offices
12. Mobilize construction equipment (cranes, lowboys, graders, utility trucks, etc.)
13. Begin site access road maintenance, and, where necessary, apply crushed rock to facilitate
14. Identify and secure laydown area at each site to process decommissioned equipment and material
15. Work with utilities, as necessary, to disconnect and secure electrical equipment from public powergrid is by others
16. Secure rotating machinery in preparation of disassembly
17. Begin fluid removal, if necessary, and processing for transportation and disposal



Decommissioning: Route 66 Energy Storage

Decommissioning and restoration may proceed with the following proposed general sequence and methodology:

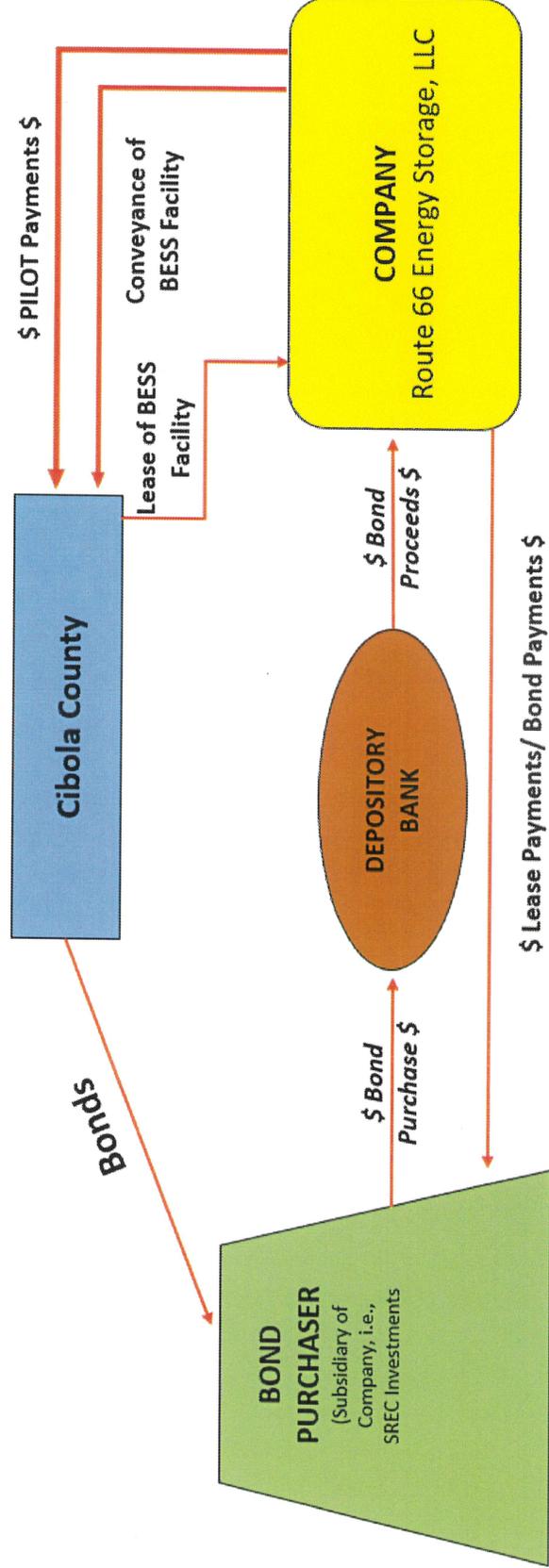
18. Mobilize crane(s) and erect machinery
19. Remove blades and place in laydown area for site processing
20. Remove nacelle and place in laydown area for processing. Or, alternately, load directly to lowboy and move to remote site for processing
21. Disassemble tower and place in laydown area for site processing
22. Demobilize crane and move to next site
23. Process blades and load for disposal
24. Process tower and load for transport to scrapyard
25. Remove tower foundation to a depth of four feet below final grade using approved means and methods
26. Haul tower foundation material to disposal site for reprocessing (concrete to be crushed, rebar to be recycled)
27. Remove underground collection lines to a depth of four feet below grade
28. Remove access road and gravel surfacing where required
29. Haul surfacing material to approved stockpile for reuse
30. Regrade site to appropriate contours, as necessary
31. Prepare soil for seeding
32. Seed site with a seed mix appropriate to the region
33. Cleanup site

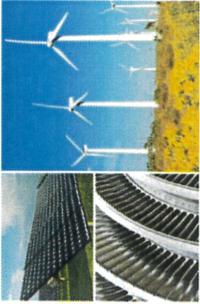


Industrial Revenue Bond Introduction

Route 66 IRB Structure

Route 66 Energy Storage - IRB Structure
 (For Illustrative Purposes Only)



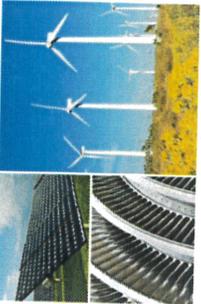


Industrial Revenue Bond Introduction

Route 66 IRB Proposal

- PPA prices from 2010 to 2020 have dropped nearly 75%
- The Capital cost per MW has also been dropping significantly
- Route 66 Energy proposes a PILOT rate that aligns with Solar IRBs, even though the capital expenditure is almost double for solar projects

Year	Municipality	Project Name	Generation	Total Capital Expenditure	AC MW	Capital per MW	Avg Annual PILOT	PILOT Years	PILOT per MW
1	2010	Village of Hatch	Solar	\$ 15,000,000	5	\$ 3,000,000	\$ 28,933	30	\$ 5,787
2	2011	Dona Ana County	Solar	\$ 81,610,000	50	\$ 1,632,200	\$ 48,500	30	\$ 970
3	2013	Luna County	Solar	\$ 140,000,000	50	\$ 2,800,000	\$ 175,000	30	\$ 3,500
4	2015	Chaves County	Solar	\$ 120,000,000	70	\$ 1,714,286	\$ 330,000	30	\$ 4,714
5	2015	Chaves County	Solar	\$ 120,000,000	70	\$ 1,714,286	\$ 330,000	30	\$ 4,714
6	2015	Chaves County	Solar	\$ 50,000,000	30	\$ 1,666,667	\$ 140,000	30	\$ 4,667
7	2015	Quay County	Solar	\$ 116,500,000	55	\$ 2,118,182	\$ 143,000	30	\$ 2,600
8	2017	Cibola County	Solar	\$ 75,000,000	50	\$ 1,500,000	\$ 250,000	30	\$ 5,000
9	2019	Torrance County	Solar	\$ 70,000,000	50	\$ 1,400,000	\$ 120,000	30	\$ 2,400
10	2019	Sandoval County	Solar	\$ 70,000,000	50	\$ 1,400,000	\$ 120,000	30	\$ 2,400
11	2020	Otero County	Solar	\$ 165,000,000	120	\$ 1,375,000	\$ 360,000	30	\$ 3,000
12	2021	Valencia County	Solar	\$ 250,000,000	190	\$ 1,315,789	\$ 570,000	30	\$ 3,000



Next Steps: Route 66 Energy Storage

- Draft payment schedule
- Draft Inducement Resolution
- Draft IRB Ordinance

Contact Information

Ashley Sgaliardich
Renewable Development Senior Project Manager
Ashley.Sgaliardich@NextEraEnergy.com
561-236-9229

NEXTera[®]

ENERGY 

RESOURCES

Battery Storage and Recycling

Battery Energy Storage can **provide valuable services** to help balance and improve the efficient operations of the larger power grid. Storage can also **complement renewable generation** by storing wind and solar energy when its plentiful and **distributing it to customers when its most-needed**. Batteries can make more renewable **energy available over more hours** of the day – modeling a traditional power plant.

While different types of storage technologies exist, the majority of new energy storage facilities installed in the U.S. today use lithium-ion battery technology, due to **its flexibility, scalability and safety**.

- » The lithium-ion batteries used in **energy storage facilities** are similar to what you would find in cell phones, laptops, electric vehicles (EVs) and a variety of other commonly-used products.
- » Lithium-ion battery cells are typically **constructed with non-hazardous materials**¹ such as cobalt, aluminum, nickel, copper and graphite.
- » Lithium-ion battery cells usually contain a small amount of a **liquid or gel that enables chemical reactions** and allows for the flow of current within the battery. Batteries are designed to confine this fluid, so in the unlikely event of a leak it would not be released from the battery container.
- » **NextEra Energy Resources remotely monitors battery facilities 24/7** from corporate control centers. We are able to detect any abnormality in the operation of our battery facilities and take corrective action or shut down a site immediately.

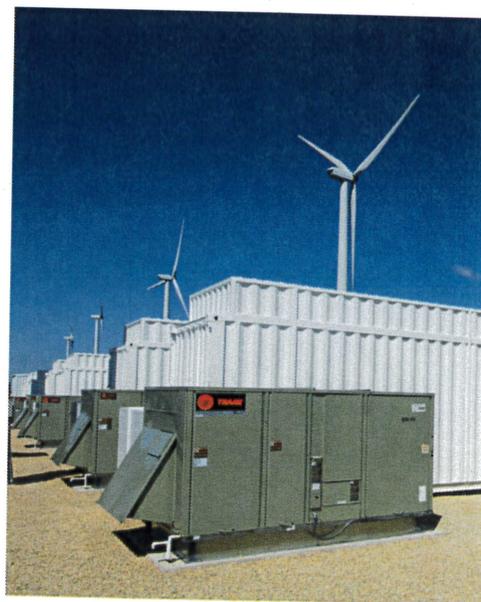


RECYCLING OF LITHIUM-ION BATTERY CELLS

Like cell phone, laptop and electric vehicle batteries, most of the batteries used in utility energy storage applications will degrade over time and eventually reach an "end of life" (Typically 10 to 20+ years). There are several factors we consider once our batteries reach end of life:

- » Used lithium-ion batteries are NOT considered Hazardous Waste by the EPA; at present there are optional EPA guidelines (EPA's Universal Waste Regulations) which address the responsible disposal and recycling of these batteries.
- NextEra Energy Resources follows the EPA's Universal Waste Regulations² at our battery energy storage facilities, and will not dispose of battery cells in a municipal landfill.

Many of the battery manufacturers we work with offer to reclaim their lithium-ion batteries as many of the component parts can be recycled from spent batteries and used in new products. In addition to re-use in new battery cells, the recycled materials extracted can be used in a wide variety of consumer products such as lithium grease, concrete additives and some glass products.



¹Title 40 Code of Federal Regulations, Subpart C §261.24 Toxicity Characteristics
²Title 40 Code of Federal Regulations Part 273: Standards for Universal Waste Management



10a. Public Hearing

Ordinance

2024-001

Codifying The New Mexico Enabling Act-Backup
in item 11a.



11a. New Business

Ordinance

2024-001

Codifying The New Mexico Enabling Act



CIBOLA COUNTY
BOARD OF COUNTY COMMISSIONERS
ORDINANCE № 2024-001

CODIFYING THE NEW MEXICO ENABLING ACT

PREAMBLE:

WHEREAS, the Cibola County Board of Commissioners met upon notice of meeting duly published at the Cibola County Administration Building, 700 East Roosevelt Ave., Suite 50, Grants, NM 87020, on January 25, 2024, at 3:00 p.m. as required by law; and,

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to “protect generally the property of its municipality and its inhabitants” and to “preserve peace and order”; and,

WHEREAS, NMSA 1978, Section 4-37-1 *et seq.* (1975) provides that counties may adopt ordinances, not inconsistent with statutory or constitutional limitations placed on counties, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the county and its inhabitants.

NOW, THEREFORE, BE IT ORDAINED by the Cibola County Board of Commissioners that Cibola County will not recognize nor enforce any State Law, Mandate or Order that violates or is contrary to, the provisions of the Enabling Act for New Mexico. The ratification of the “Compact with the United States” and Proclamation Admitting New Mexico as a State into the Union on January 6, 1912, established the State of New Mexico is an inseparable part of the federal union and the Constitution of the United States as the supreme law of the land.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Cibola County Board of Commissioners that any Law, Mandate or Order issued by the Government of the State of New Mexico or agent thereof that is contrary to the Constitution of the United States is void and not enforceable within the boundaries of this County.

APPROVED, ADOPTED, AND PASSED on this 25th day of January 2024.

BOARD OF COUNTY COMMISSIONERS

Daniel Torrez, Commissioner

Martha Garcia, Commissioner

Christine Lowery, Commissioner

Ralph Lucero, Commissioner

Robert Windhorst, Commissioner

ATTEST:

Michelle E. Dominguez
Cibola County Clerk



11b. New Business

Resolution 24-16

Issuance of Industrial Revenue Bonds for Route
66 Solar Battery Storage Project



RESOLUTION NO. 16

A RESOLUTION RELATING TO THE PROPOSED INDUSTRIAL REVENUE BONDS ENTITLED CIBOLA COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (ROUTE 66 ENERGY STORAGE, LLC PROJECT), SERIES 2024; DECLARING THE INTENT OF CIBOLA COUNTY TO ISSUE SUCH INDUSTRIAL REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT UP TO \$85,000,000 IN CONNECTION WITH A PROPOSED PROJECT LOCATED WITHIN THE BOUNDARIES OF CIBOLA COUNTY FOR THE PURPOSE OF INDUCING ROUTE 66 ENERGY STORAGE, LLC TO DEVELOP THE PROJECT SITE AND TO CONSTRUCT AND INSTALL THE PROJECT; DIRECTING THE COUNTY CLERK TO PUBLISH NOTICE OF INTENT TO CONSIDER AN ORDINANCE AUTHORIZING ISSUANCE AND SALE OF THE BONDS IN A NEWSPAPER OF GENERAL CIRCULATION WITHIN THE COUNTY; AND AUTHORIZING THE COUNTY MANAGER TO DELIVER NOTICE OF THE PROPOSED PROJECT TO EACH TAXING JURISDICTION WITHIN THE COUNTY.

WHEREAS, the New Mexico legislature has passed the “County Industrial Revenue Bond Act” (the “Act”), Sections 4-59-1 to 4-59-16 inclusive, NMSA 1978, as amended, which authorizes Cibola County, New Mexico (the “County”) to issue industrial revenue bonds and to acquire project as defined in the Act; and

WHEREAS, the County desires to promote industry and develop trade by inducing manufacturing, industrial and commercial enterprises to locate in the County promoting the agricultural products and natural resources of the County and to secure and maintain a balanced and stable economy in the County and to promote public health, safety, security, and the general welfare of the citizens of the County; and

WHEREAS, Route 66 Energy Storage, LLC (the “Company”) has made a proposal to the County (the “Proposal”) whereby the County will acquire, from the Company, solar energy battery storage equipment and related facilities which will constitute an industrial development project (the “Project”), to be installed in direct proximity to the Route 66

Solar Energy Center project, an existing photovoltaic solar energy generation project the County; and

WHEREAS, the County's issuance of industrial revenue bonds (the "Bonds") to finance the Project will constitute one of the inducements whereby the Company will determine to proceed with the Project; and

WHEREAS, the Board of County Commissioners (the "Commission") of the County constitutes the governing body of the County within the meaning of the Act; and

WHEREAS, the Project has been considered by the Commission and the Commission has concluded that the Project will promote the health, safety, security, and general welfare of the citizens of the County, and the Commission desires to indicate its intent to consider proceeding with the issuance of the Bonds for the financing of the Project; and

WHEREAS, concurrently with the issuance of the Bonds, the Company will enter into a lease agreement or other financing agreement with the County under which the County will acquire the Project and which will provide for the payment of installments, lease rentals or other payments by the Company from the revenues generated by the Project or other funds of the Company sufficient to pay the debt service on the Bonds, subject to the prior adoption by the Commission of an ordinance approving such agreements and authorizing issuance of the Bonds (the "Bond Ordinance"); and

WHEREAS, the County and the Company understand that the adoption of this Resolution shall not obligate the County to issue the Bonds except in full compliance with the terms of the Bond Ordinance to be considered for adoption by the Commission prior to the issuance of the Bonds and with the terms of the related bond documents; and

WHEREAS, Section 4-37-7 NMSA 1978 requires that publication of the title and a general summary of the subject matter of any proposed ordinance be made in a newspaper of general circulation within the County at least two weeks prior to the meeting of the Board of County Commissioners at which the ordinance is proposed for final passage; and

WHEREAS, Section 4-59-4.1 NMSA 1978 provides that, prior to adopting an ordinance authorizing the issuance of industrial revenue bonds, a county shall give notice to the county assessor and any other entity located in the county authorized to levy taxes on property within the county of its intent to consider the ordinance, at least 30 days prior to the date of the hearing of the proposed ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, THE GOVERNING BODY OF CIBOLA COUNTY, NEW MEXICO:

Section 1. All actions (not inconsistent with the provisions hereof) heretofore taken by the Commission and the officers and employees of the County, related to the Proposal,

the acquisition of the Project, and the sale and issuance of the Bonds therefor, be and the same hereby are, ratified, approved and confirmed.

Section 2. The Commission has been informed as follows:

(A) The Project will consist of land and battery storage equipment and related facilities for the purpose of storing solar photovoltaic electric energy generated by the Route 66 Solar Energy Center project, and will be located in the County.

(B) The maximum aggregate face amount of industrial revenue bonds to be issued for the Project is \$85,000,000, with a term of up to 30 years.

(C) The developer and operator of the Project will be the Company, or permitted successors or assignees.

(D) The proposed Project site consists of approximately 466 acres in an unincorporated area of the County, and will be co-located with the Route 66 Energy Center project approximately 35 miles west of Albuquerque in an unincorporated portion of the County.

(E) The proposed Project will comply with any applicable land use regulation and approval by the County and the State of New Mexico. The Project does not require a Certificate of Convenience and Necessity.

(F) The Company will make all necessary arrangements with the proposed bond purchaser for the purchase of the Bonds and the County shall have no responsibility to make such arrangements; and

(G) The Company has agreed to pay or reimburse the County for all costs of legal counsel, including independent bond counsel and financial advisor of the County directly related to adoption of this Resolution, consideration and adoption of the Bond Ordinance and issuance of the Bonds. The Company has agreed to such payment or reimbursement irrespective of whether the Bonds are issued.

Section 3. In order to promote the health, safety, security and general welfare of the citizens of the County, it is the Commission's intent to take all necessary and advisable steps to consider and, if appropriate, to effect the issuance of the Bonds in an aggregate principal amount up to \$85,000,000 in order to defray part or all of the costs of the Project. The Bonds are to be entitled substantially as follows: "Cibola County, New Mexico Taxable Industrial Revenue Bonds (Route 66 Energy Storage, LLC Project), Series 2024", provided, however, that the Indenture for the Bonds may authorize a different title and series designation for the Bonds. This expression of the Commission's intent is subject to the provisions of Section 6 of this resolution and conditioned upon the issuance of the Bonds on or before December 21, 2025, or by such other deadline for issuance of the Bonds as may be provided by the Bond Ordinance or the documents executed and delivered in connection with issuance of the Bonds.

Section 4. The Bonds shall be payable from the revenues of the Project or other moneys payable by the Company with respect thereto, and shall not constitute a debt or indebtedness of the County within the meaning of any provision or limitation of the Constitution or statutes of the State of New Mexico. In addition, if the Bonds are issued, the Company shall indemnify and hold harmless the County, the Commission and their respective officers, employees, designated representatives and agents (collectively, the "Indemnified Persons") from and against any liability to the Company or to any third parties that may be asserted against the County with respect to the County's ownership of or leasehold interest in the Project or the issuance of the Bonds. Nothing contained in this Resolution or in any other instrument shall be considered as obligating the County to any pecuniary liability or a charge upon the general credit of the County or against its taxing power, it being understood that no costs are to be borne by the County and that all costs incurred by the County in connection with the Bonds are to be promptly reimbursed by the Company. The County's adoption of this Resolution shall not be deemed a conclusion or expression of approval by the County or any Indemnified Person of the Company or the Project.

Section 5. The Company, as agent for the County, will acquire the Project. For this purpose, by adoption of this Resolution, the County authorizes the Company to act as agent for the County for the purchase of solar generation and storage equipment used to generate and store electricity from solar and related equipment as defined in Section 7-9-54.3 NMSA 1978. For other tangible personal property relating to the Project, the County will cooperate with the Company to obtain and allow use of Type 9 Nontaxable Transaction Certificates ("Certificates") that have been properly executed for acquisition of tangible personal property relating to the Project as applicable under the New Mexico Gross Receipts and Compensating Tax Act. The Company shall not use the Certificates other than for such things as may be permitted by law, if any, nor shall the Company use such Certificates after the completion of the Project. Prior to the use of such Certificates by the Company as agent for the County, the County Manager and the Company will agree to certain procedures regarding the use of the Certificates and protection of the County from any unpaid taxes determined to be due to the Taxation and Revenue Department. No costs, expenses or other monetary relief will be recoverable from the County by vendors of solar generation equipment.

Section 6. The County Commissioners and other appropriate County officials and employees are hereby authorized and empowered to take such steps and to do such things as may be necessary to achieve the purposes of this Resolution; provided, however, the issuance of the Bonds and the execution and delivery of any documents to which the County is a party in connection therewith shall be subject to the approval and authorization of the Commission pursuant to the Bond Ordinance, adopted following public notice of the Commission's intent to adopt such Bond Ordinance at least fourteen (14) days prior to the consideration of the Bond Ordinance by the Commission at a public meeting, such public notice to specify the time, date and place of the Commission's public hearing on the Bond Ordinance and the meeting at which the Bond Ordinance will be considered. In particular, no provision of this Resolution shall in any way obligate the County or any other person to

issue the Bonds, any other bonds or in any way finance the Project; and the County retains full and complete discretion with respect thereto.

Section 7. If Bonds are issued by the County, the documentation evidencing the obligations of the Company shall provide that the Company shall make annual payments in lieu of taxes to the County for so long as the Bonds are outstanding, in compliance with the Act.

Section 8. This Resolution shall not give rise to a pecuniary liability of the County and shall not give rise to a charge against its general credit or taxing powers.

Section 9. The County Clerk or any designee, including bond counsel, is hereby directed, in accordance with Section 4-37-7 NMSA 1978, as amended, to publish notice of intent to adopt the Ordinance, in substantially the form attached hereto as Exhibit A, in the *Cibola Citizen*, a newspaper of general circulation within the County, relating to and authorizing issuance of the Bonds at least two weeks prior to the meeting at which the Commission will consider such ordinance. Such public notice to specify the time, date and location of the Commission's Meeting. The County Clerk or any designee may undertake such publication upon his or her own initiative and submittal of any necessary documents related to the proposed ordinance.

Section 10. The County Manager is hereby authorized to give notice to the County Assessor and to each entity located within the County authorized to levy property taxes on property located within the County of the intent of the Commission to consider for adoption an ordinance authorizing the issuance of the Bonds, by certified mail, return receipt requested, at least 30 days prior to the date on which the ordinance will be heard by the Commission.

Section 11. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 12. All orders and resolutions, or parts thereof, in conflict with this Resolution are hereby repealed; provided, however, this repealer shall not be construed to revive any order, resolution or part thereof, heretofore repealed.

Section 13. This Resolution shall take effect immediately upon its adoption and approval by the Commission.

PASSED, ADOPTED, SIGNED AND APPROVED this 22nd day of February, 2024.

BOARD OF COUNTY COMMISSIONERS,
CIBOLA COUNTY, NEW MEXICO

By: _____
Dr. Christine Lowery, Chair

[SEAL]

ATTEST:

By: _____
Michelle Dominguez, County Clerk

EXHIBIT A

Form of Notice of Public Hearing and Intent to Adopt Ordinance

Notice of Meeting, Public Hearing and Intent to Adopt Bond Ordinance

Notice is hereby given of the title and general subject matter contained in an ordinance which the Board of County Commissioners of Cibola County, New Mexico, the governing body of the County, intends to adopt at a regular meeting on February 22, 2024 at the hour of 5:00 p.m. in the Commission Chambers, 700 East Roosevelt Avenue, Suite 50, Grants, New Mexico relating to the authorization, issuance and sale by the County of its Taxable Industrial Revenue Bonds (Route 66 Energy Storage, LLC Project), Series 2024.

The title of the proposed Ordinance is:

AUTHORIZING THE ISSUANCE AND SALE OF CIBOLA COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (ROUTE 66 ENERGY STORAGE, LLC PROJECT), SERIES 2024 IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$85,000,000 TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF ENERGY STORAGE FACILITIES FOR THE PURPOSE OF STORING PHOTOVOLTAIC ELECTRICITY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A LEASE AGREEMENT, A BOND PURCHASE AGREEMENT, THE BONDS, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND THE PROJECT; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BONDS AND THE PROJECTS; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

This notice is given pursuant to Section 4-37-7, NMSA 1978.

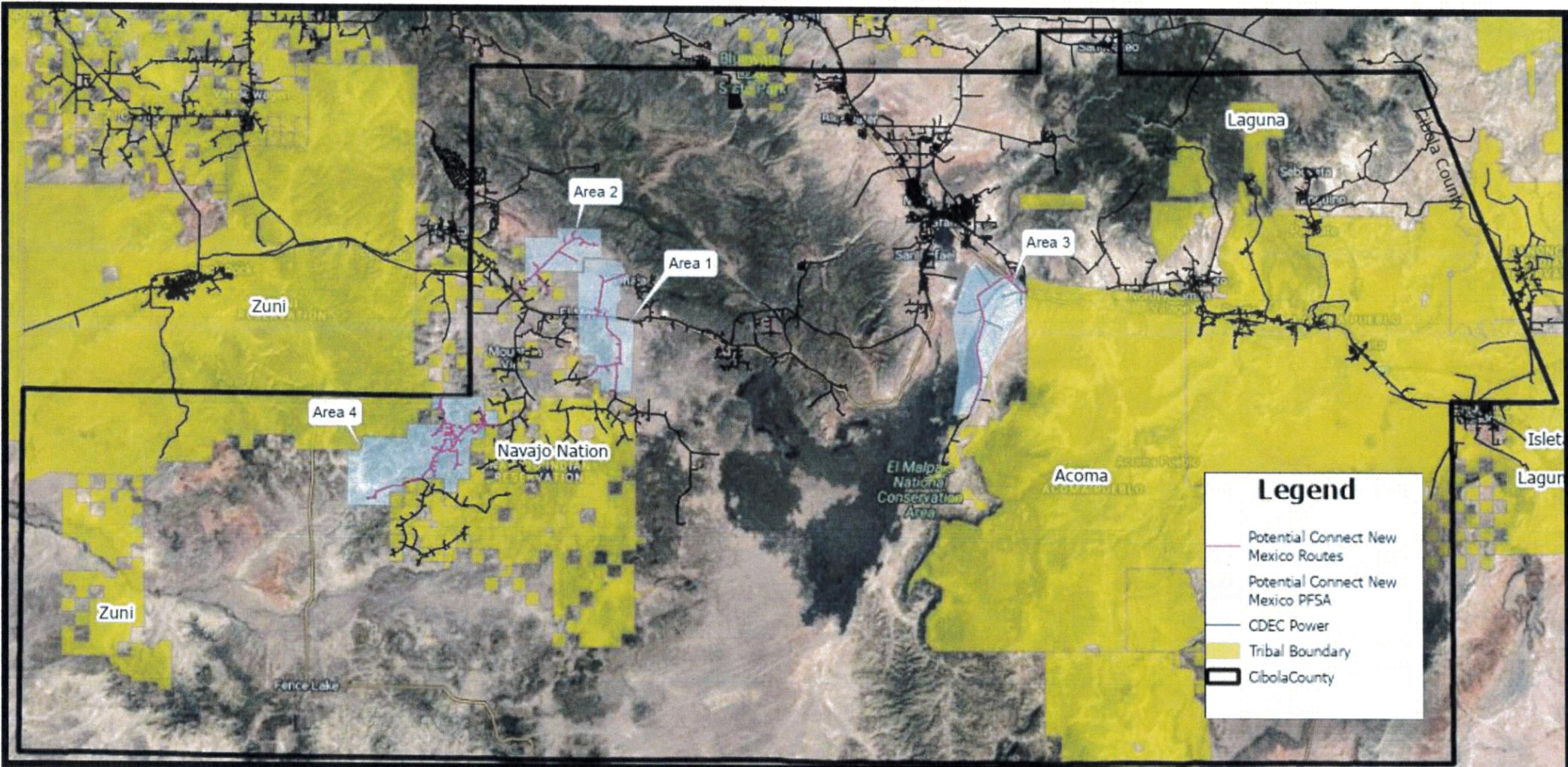
Dated:



11c. New Business

Community Connect Grant

CDEC Match Funding Request

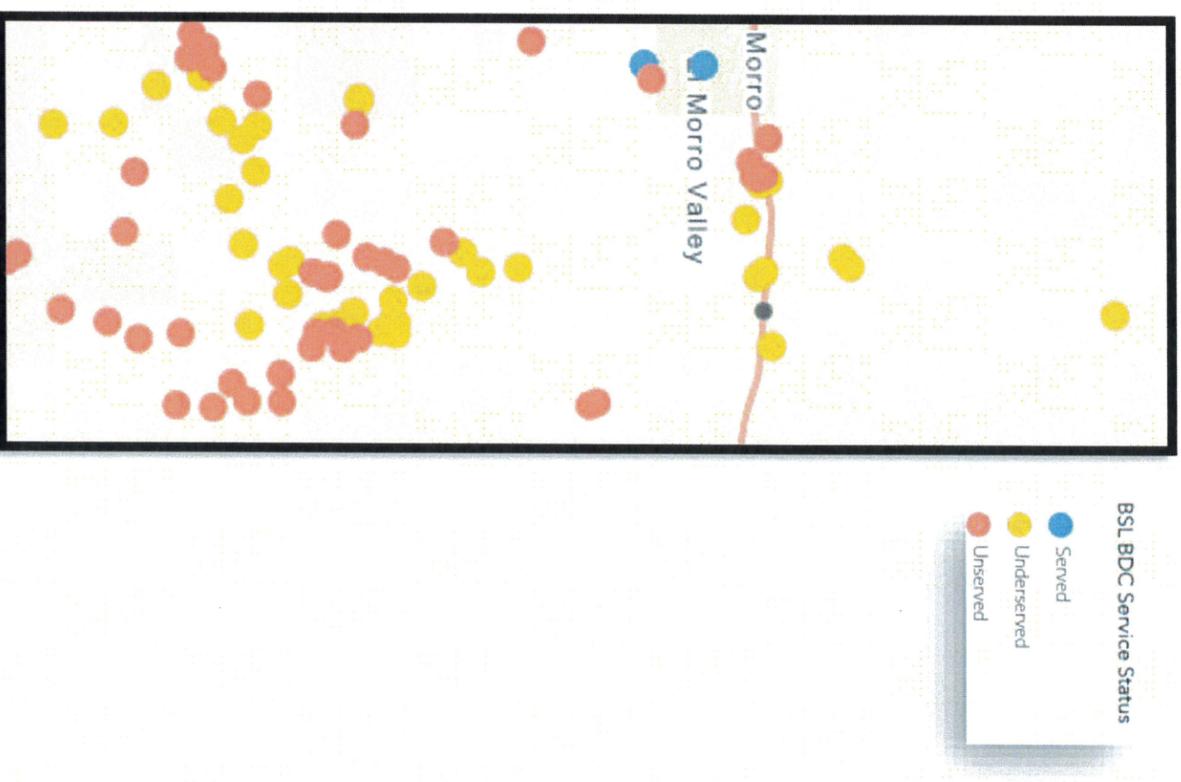
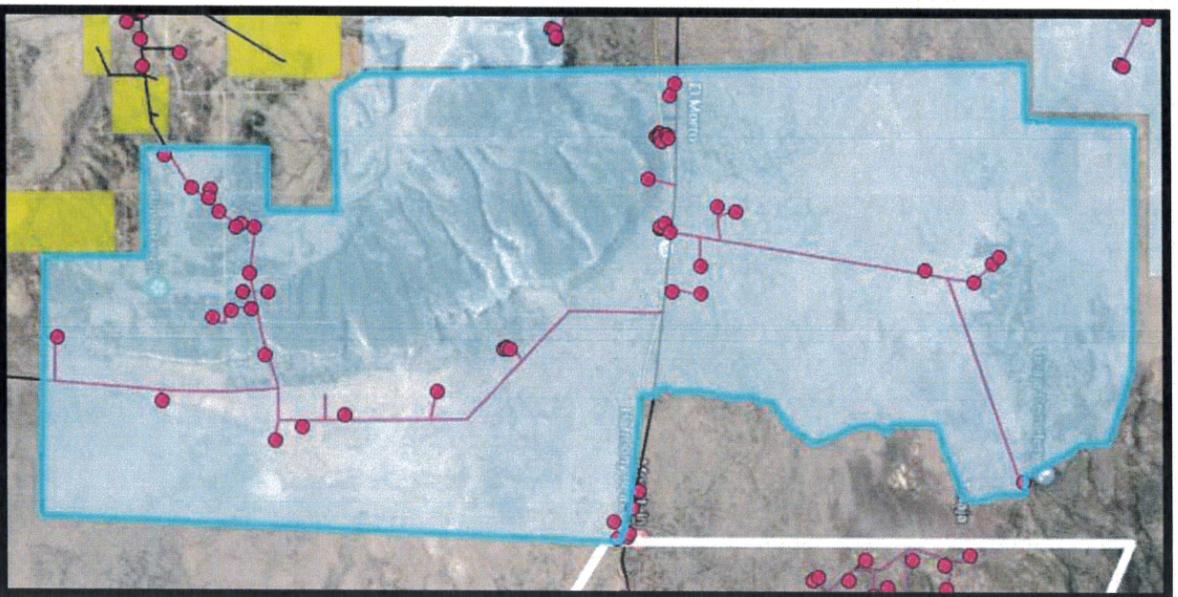


Area 1

Miles of Fiber: 21

Customers: 49

Can expand to SE, approx. 25 more eligible houses



Area 2

Miles of Fiber: 17

Customers: 27

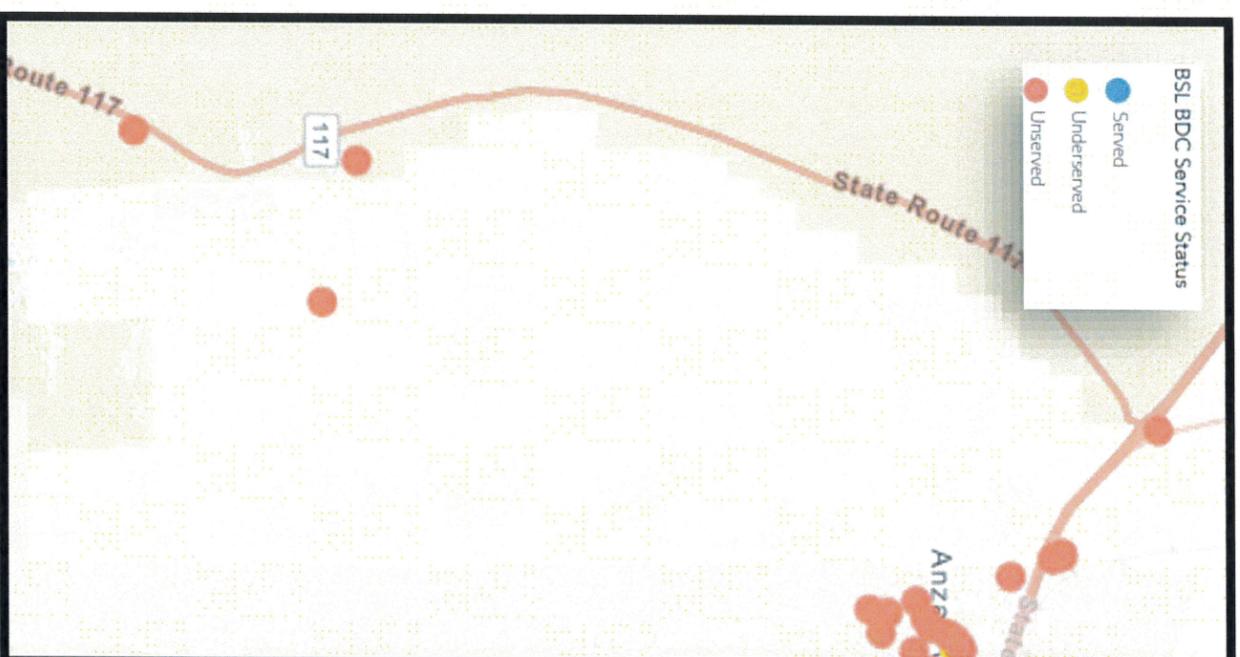
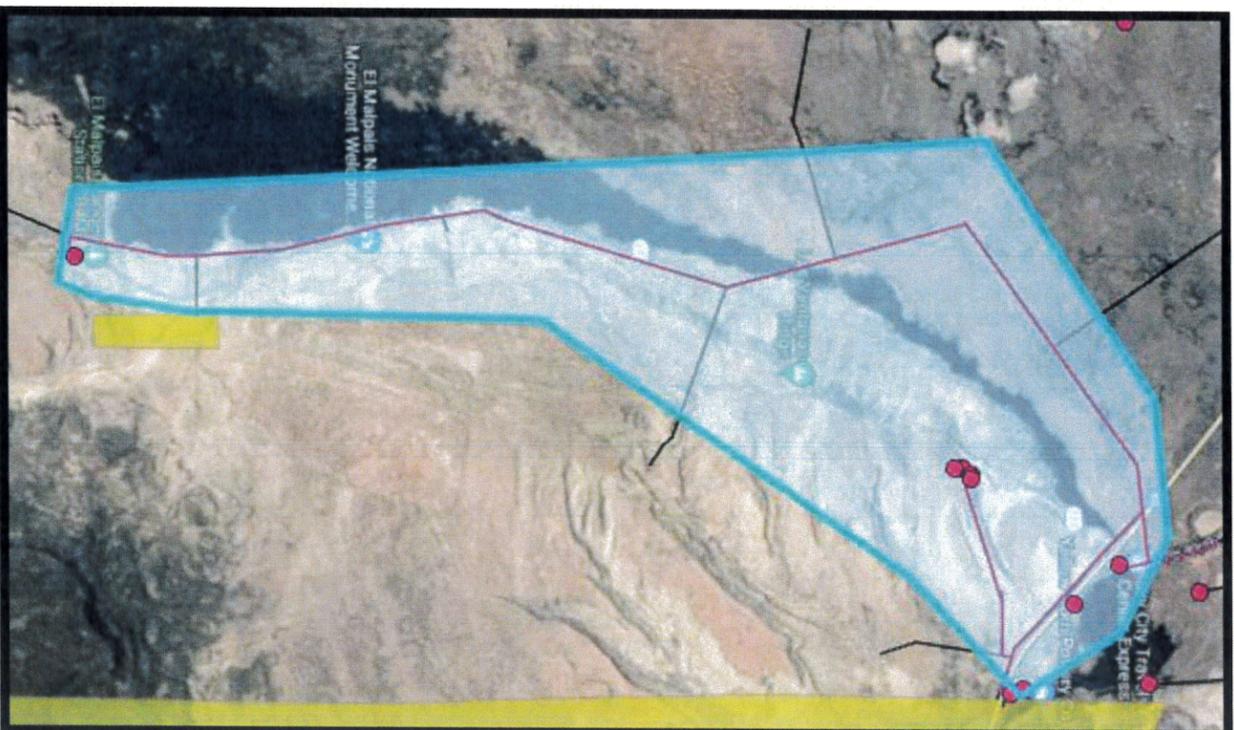


Area 3

Miles of Fiber: 16

Customers: 9

Includes Welcome Center, Travel Center, and towers with a few houses

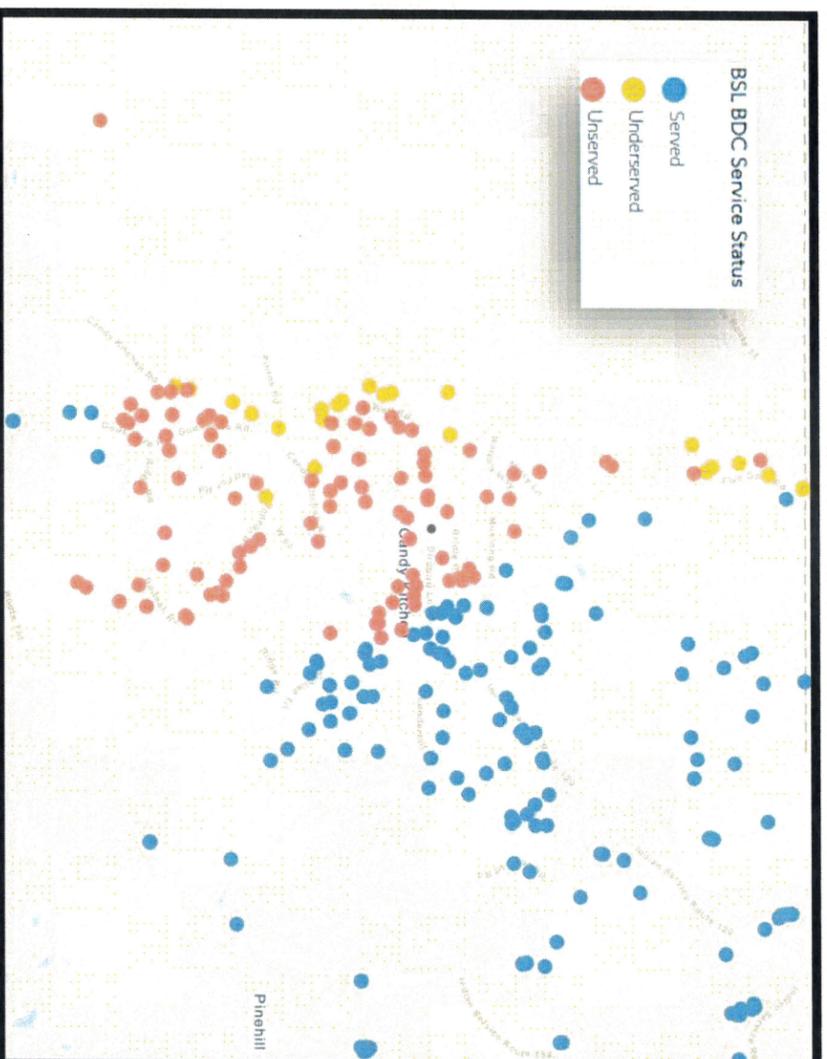
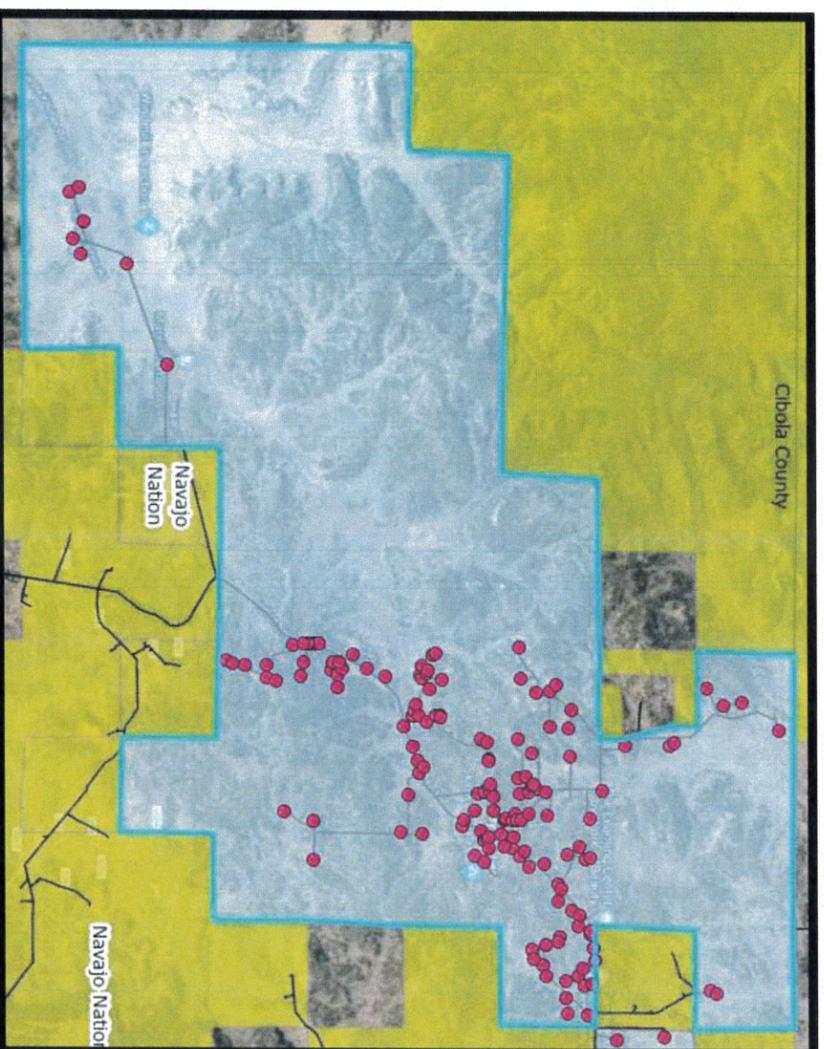


Area 4

Miles of Fiber: 39

Customers: 156

Candy Kitchen Area: Will be going through for Fence Lake. Approx. 10 more middle miles from Hwy 53.





11d. New Business

Resolution 24-17

FY 24 Budget Adjustment Number 5- waiting
for backup



11e. New Business

Resolution 24-18

Amended Resolution Designating the Location
of Election Day Polling Place



**CIBOLA COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO 2024-18**

**AN AMENDED RESOLUTION
DESIGNATING THE LOCATION OF ELECTION DAY POLLING PLACES
FOR ALL STATEWIDE ELECTIONS CONDUCTED IN 2024 AND 2025;
COUNTY CANVASSING BOARD DUTIES THROUGH THE END OF 2025; AND
APPOINTING THE BOARD OF COUNTY COMMISSIONERS AS CANVASS BOARD FOR
THE COUNTY**

WHEREAS, the Cibola County Board of Commissioners met upon notice of a regular meeting duly published at the Cibola County Administration Building, 700 East Roosevelt, Suite 50, Grants, New Mexico 87020 on February 22, 2024, at 5 p.m. as required by law; *and*

WHEREAS, pursuant to the New Mexico Statutes Annotated 1978, Section 1-3-2 (2019), the Board of County Commissioners by resolution shall designate the location of election day polling places in the county for the conduct of any statewide election conducted in calendar years 2024 and 2025; *and*

WHEREAS, the Board of County Commissioners finds that each polling place designated in this resolution complies with the provisions of NMSA 1978, Section 1-3-7 (2019), titled Polling Places; *and*

WHEREAS, the Board of County Commissioners finds that the Voting Convenience Centers created by this resolution will make voting more convenient and accessible to voters of the consolidated precinct, will not result in delays in the voting process, and are centrally located within each consolidated precinct; and further that the Voter Convenience Centers created by this Resolution along with any Early Voting locations which the County Clerk determines to maintain open on Election Day as additional Voter Convenience Centers all meet the requirements of Subsections B and C of NMSA 1978, Section 1-3-4 (2019) and will be available to voters of any precinct in the county to cast a vote at the Voting Convenience Center; *and*

WHEREAS, the Board of County Commissioners finds that the voters of those precincts which pursuant to NMSA 1978, Section 1-3-4(B)(7) (2019) the board of county commissioners has exempted "certain precincts [] from operating as a voter convenience center or being a part of a consolidated precinct; provided that if the precinct is not designated as a mail ballot election precinct pursuant to Section 1-6-22.1 NMSA 1978 and the polling place for that precinct does not have real-time access to the voter registration electronic management system ,[] *and*

WHEREAS, the Board of County Commissioners finds that those precincts designated as Mail Ballot Election Precincts meet the qualifications of NMSA 1978, Section 1-6-22.1 (2017), have fewer than one hundred (100) voters, and the nearest polling place for an adjoining precinct is more than twenty (20) miles driving distance from the boundary of the Mail Ballot Election Precinct; *and*

WHEREAS, the Board of County Commissioners finds that that each polling place provides individuals with physical mobility limitations unobstructed access to at least one voting machine.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners designates the election day polling locations for any Statewide Election to be conducted in 2024 as follows:

Voting Location	Precinct Name	Precinct Address	Precinct #'s that can vote at Voting Locations
2	Seboyeta Elementary School	State Road 279, Seboyeta NM 87014	2
22	Paguate Community Center	60 Paguate Day School Road, Paguate, NM 87040	22
VCC Site 1	Old County Complex	515 W. High St, Grants. NM 87020	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 2	County Clerk's Office	700 E. Roosevelt Suite 50, Grants, NM 87020	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 3	Milan Rockin 66	407 Airport Rd, Milan, NM 87021	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 4	Acoma Gymnasium	33A Pinsbaari Drive, Acoma, NM 87034	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 5	Pinehill Schools	BIA RTE 125, Pinehill, NM 87357	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 6	Laguna Tribal Building	22 Capital Drive, Laguna NM 87026	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 7	Bluewater Senior Center	5 Pinon Street, Bluewater NM 87005	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 8	Bluewater Acres Fire Station	9 Cod Drive, Thoreau NM 87323	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 9	San Rafael Elementary School	27 Mesa View St, San Rafael, NM 87051	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 10	Cubero Community Center	04 Camino Rael, Cubero, NM 87014	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 11	Paraje Recreational Hall	31 Paraje Road, Paraje, NM 87007	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 12	San Mateo Fire Staton	110 San Mateo Main Street, San Mateo NM 87020	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 13	Fence Lake Community Center	2125 Hwy 36, Fence Lake NM 87315	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners designates the election day polling locations for any Statewide Election to be conducted in 2025 as follows:

Voting Location	Precinct Name	Precinct Address	Precinct #'s that can vote at Voting Locations
2	Seboyeta Elementary School	State Road 279, Seboyeta NM 87014	2
22	Paguate Community Center	60 Paguate Day School Road, Paguate, NM 87040	22
VCC Site 1	Old County Complex	515 W. High St, Grants. NM 87020	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 2	County Clerk's Office	700 E. Roosevelt Suite 50, Grants, NM 87020	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 3	Milan Rockin 66	407 Airport Rd, Milan, NM 87021	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 4	Acoma Gymnasium	33A Pinsbaari Drive, Acoma, NM 87034	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 5	Ramah Chapter House	434 BIA Route 125, Pinehill, NM 87357	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 6	Laguna Tribal Building	22 Capital Drive, Laguna NM 87026	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 7	Bluewater Senior Center	5 Pinon Street, Bluewater NM 87005	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 8	Bluewater Acres Fire Station	9 Cod Drive, Thoreau NM 87323	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 9	San Rafael Elementary School	27 Mesa View St, San Rafael, NM 87051	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 10	Cubero Community Center	04 Camino Rael, Cubero, NM 87014	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 11	Paraje Recreatinal Hall	31 Paraje Road, Paraje, NM 87007	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 12	San Mateo Fire Staton	110 San Mateo Main Street, San Mateo NM 87020	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 13	Fence Lake Community Center	2125 Hwy 36, Fence Lake NM 87315	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30

This Resolution supersedes all prior resolutions relating to the same or similar subject matter.

APPROVED, ADOPTED, AND PASSED on this 22nd day of February 2024.

BOARD OF COUNTY COMMISSIONERS

Christine Lowery, Chair

Ralph Lucero, 1st Vice-Chair

Daniel J. Torrez, 2nd Vice Chair

Martha Garcia, Member

Robert Windhorst, Member

ATTEST BY:

Michelle E. Dominguez, County Clerk



11f. New Business

Cibola General Hospital Board Member

Fill 2 Open Positions



First Baptist Church

Grants, NM

Thomas Whelan
Chief Executive Officer
Cibola General Hospital

February 8, 2024

My name is Carlos Tapia, I am the Senior Pastor of First Baptist Church of Grants NM, I have held this position for the last nine years and I have been a member since 1979. Our congregation has a membership of 244 people. My responsibilities are to serve the spiritual needs of our congregation as well as seeing to their general wellbeing. I also preach on Sunday mornings and Wednesday evenings.

Before becoming the pastor at First Baptist Church, I worked in the Food Industry for 47 years. I worked my way up the ladder and became a Store Director, and managed stores for a variety of companies, (Winn Dixie, Smiths, John Brooks and The Market Place), to name a few. I worked in seven different communities relocating whenever I was transferred. My wife of 46 years was by my side every step of the way until her passing in 2016. We have two children and five granddaughters.

I was born and raised in Santa Fe, NM and graduated from Santa Fe High in 1969. That is where I began my career in the food industry. After becoming a pastor in 2016, I attended seminary classes for four years and graduated with honors from Gateway Theological Seminary, class of 2020.

During my career in the food industry, I successfully managed people and was responsible for hiring and training employees. Other responsibilities consisted of meeting Profit and Loss requirements, such as labor budgets, expense budgets, sales and budgets profitably. I was also responsible for putting together yearly projected budgets. Customer service was always a high priority.

I previously served on the Hospital Board from 2010 to 2020. I presently serve on the Executive Board of Directors for the Baptist Convention of New Mexico which consists of 36 board members representing approximately 340 Southern Baptist Churches in NM. I have served on this board for over three years and presently hold the position of Vice Chair and I also serve on the Finance and Properties Committee.

I am profoundly grateful for having such a great hospital in Grants. I care very much for its continued success. Because of my past work experience and having previously served on the Hospital Board, I believe I can still contribute to the further success of the hospital.

Thank you for your consideration.

Reverend Carlos Tapia

Senior Pastor First Baptist Church Grants, NM

224 Mountain Road, Grants, NM 87020. 505-285-6643 fbcgrants@hotmail.com

Dear Mr. Whelan and Cibola General Hospital Board of Directors:

I am writing to express my sincere interest in contributing to the CGH Board as a dedicated and dynamic member. My name is Victoria Gastonguay, and I bring a wealth of experience and skills that align with the responsibilities and ethos of your esteemed organization.

In my current role as Customer Services Manager at Continental Divide Electric Cooperative, I have honed my ability to juggle multiple tasks, work under pressure, and maintain an organized and efficient work environment. With a proven track record spanning over a decade, I have been responsible for greeting and assisting members, verifying documentation, and managing financial transactions. Notably, I report cash receipts and quarterly bad debts monthly to our board of directors, demonstrating my commitment to transparent communication and financial accountability.

My diverse professional background includes roles as a Store Manager, Cashier Supervisor, and Clerk in various industries, each emphasizing my strong communication skills, self-motivation, and ability to collaborate effectively with others. As manager, I communicate with our Chief Executive Officer on a regular basis, and successfully oversee day-to-day operations, conduct employee evaluations, and ensure compliance with regulatory standards.

My educational background includes classes in Applied Business from New Mexico State University and additional coursework in Business at Shasta College, complemented by certifications in CPR and the NRECA Supervisory Program. Also, I am currently enrolled at Penn Foster working towards my associate degree in HR Management.

I'm inspired by the mission of CGH and am eager to contribute my skills and experience to support our Community's well-being. I believe my unique blend of leadership, communication, and organizational skills will be an asset to the board, fostering a positive and collaborative environment.

Thank you for considering my application. I am enthusiastic about the opportunity to contribute to the important work of CGH and would welcome the chance to discuss how my skills align with your board's needs in greater detail.

Sincerely,

Victoria Gastonguay

vgastonguay@cdec.coop

505-240-4111



11g. New Business

Smith's Building Capital Repairs

Payment of Invoices



Albuquerque Commercial Services
 4300 2nd St NW
 Albuquerque, NM 87107
 Phone: (505)508-3808
 LIC #380656

Where Quality & Reliability Meet
www.albuquerque-commercial.com
info@abqplumbing.com

Invoice 173800
 Invoice Date 12/22/2023
 Completed Date 12/20/2023
 Technicians Daniel Hartford
 Jacinto J Aguilar
 Jacob Heard
 Phillip Aragon
 Ray Bowman
 Customer PO
 Payment Term Due Upon Receipt
 Due Date 12/22/2023
 Job Address
 Smiths #415
 700 Roosevelt Avenue
 Grants, NM 87020 USA

Billing Address
 Smiths Food & Drug
 1550 South Redwood Road
 Salt Lake City, UT 84104 USA

Description of Work

We will have to replace an additional 10 feet of 4" drain line do to when doing original repair. We found that the existing line is missing for as far as we can see. Do to store opening at 7am we could not complete repairs. We will have to saw cut 10 more feet going east inside the store. The existing line is 6 feet deep, and a trench will be 3 feet wide. We will contain product by laying plastic and ram board on flooring. This work will be done in 3 nights with 4 technicians on site. We will be placing steel plates on the trenches before store opening at 7am so store operates normally. This is addition cost.

THE FOLLOWING WORK WILL CONSIST OF

- 1- Set containment in work area.
- 2- Use wet saw to cut trenches as well as removed concrete from trench.
- 3- Dig down and expose whatever is remaining of the drain line.
- 4- Install new PVC pipe and fittings for drain system.
- 5- Test large repairs by running large amounts of water to check for leaks.
- 6- Back fill trench and compact dirt prior to doing concrete.
- 7- Replace concrete that was removed. Please note we will be leaving concrete low for flooring purposes.
- 8- Clean up all trash/ debris from work area.

Please note -

All work will begin at 10 pm and we will be clean up prior to store opening at 7am.

Store has no drains as of right now due to main drain line is collapsed and section is missing as well as all water is draining into ground.

This estimate will not include tile repairs whatsoever.

This estimate is additional cost and incurred will be added to this estimate.

Task #	Description	Quantity	Your Price	Your Total
CPL-J-OT	PLUMBING JOURNEYMAN TECHNICIAN LABOR	24.00	\$125.00	\$3,000.00
CPL-J-OT	PLUMBING JOURNEYMAN TECHNICIAN LABOR OVERTIME	24.00	\$125.00	\$3,000.00
CPL-JT-OT	PLUMBING JUNIOR TECHNICIAN LABOR	24.00	\$105.00	\$2,520.00
CPL-JT-OT	PLUMBING JUNIOR TECHNICIAN LABOR	24.00	\$105.00	\$2,520.00
TUM0-3-80U	Equipment needed for job.	1.00	\$817.00	\$817.00
TUM1-3-00U	PVC pipe and fittings/ concrete/	1.00	\$2,600.00	\$2,600.00
CPM001	Lodging/ per diem	1.00	\$1,450.00	\$1,450.00
CPICCL	Incurred labor from the previous work order request.	1.00	\$7,402.92	\$7,402.92

Sub-Total \$23,309.92
Tax \$1,835.66
Total Due \$25,145.58

Balance Due \$25,145.58

EXCLUSIONS:

Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

Cancellation of approved estimates and/or scheduled work is subject to fees outlined in our terms and conditions.

To Authorize the proposed Work, please Sign and/or respond to email with an "expressed" written approval and/or issue Purchase Order #.

Should you have any technical, pricing, or scheduling questions, please don't hesitate to contact us directly.

We appreciate this opportunity and look forward to working with You on this and other related projects within the scope of our commercial plumbing, heating, cooling, electrical, utilities, and sewer/drain cleaning capabilities.

I Smiths Food & Drug or an authorized agent having authority to bind on behalf of Smiths Food & Drug, Authorize Albuquerque Plumbing Heating & Cooling INC DBA Albuquerque Commercial Services with full understanding and agreement with the outlined Terms and Conditions to begin work at 700 Roosevelt Avenue, Grants, NM 87020 USA in the amount of \$31,100.28

I understand and agree that when work is being performed at a time and material Basis the aforementioned approval is exclusively regarding rate and not quantity, IE, Invoice line line containing (Per Hour), I also agree and approve upon completion quantity of both material and labor will be updated to amount directly associated with requested services and will be deemed approved under this authorization.



12/16/2023

I Smiths Food & Drug or an authorized agent having authority to bind on behalf of Smiths Food & Drug, Acknowledge completion of the requested work and verify that it was performed in a workman like manner consistent with generally prevailing industry standards for comparable services.



12/16/2023

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions (the "Agreement") govern the relationship between the customer named on the attached Proposal (the "CUSTOMER") and Albuquerque Plumbing, Heating, and Cooling, Inc. (the "COMPANY") (collectively, the "Parties") This Agreement between CUSTOMER and COMPANY is effective as of the date of CUSTOMER's execution of the Proposal. NOW, THEREFORE, for good and valuable consideration, CUSTOMER and COMPANY agree to the following:

1. The CUSTOMER shall pay the COMPANY upon completion of work as outlined unless preauthorized payment terms are provided exclusively by the COMPANY's accounting department.

Service and repair work not requiring permitting will become due per the CUSTOMER's terms immediately upon completion of work.

Installation, service, or repair work requiring permitting in an Occupied premises. Payment will become due upon completion of work and permitting, or progress billing is submitted based upon percentage to completion for jobs where completion of the scope of work extends beyond seven (7) days or breaks between calendar months.

If required by the authority having jurisdiction, code corrections will become warranty work if a violation is within our scope of work completed or proposed; if administrative authority identifies code corrections outside of our proposed scope of work, a change order or estimate will be provided to correct additional requirements by the administrative authority at an additional cost.

Installation, service, or repair work requiring permitting in an Unoccupied premises. Payment will become due upon completion of work and passing of inspection or three (3) days after submittal of the change order required to pass inspection or progress billing is submitted based upon percentage to completion for jobs where completion of the scope of work extends beyond seven (7) days or breaks between calendar months.

If required by the authority having jurisdiction, code corrections will become warranty work if a violation is within our scope of work completed or proposed; if administrative authority identifies code corrections outside of our proposed scope of work, a change order or estimate will be provided to correct additional requirements by the administrative authority.

2. **Credit Card Fees-** Invoices paid by credit cards will be subject to a processing fee of 1-3.5%, dependent on the card chosen by the CUSTOMER.

3. **Unpaid Invoices-** Any unpaid invoice balance after ten (10) days of becoming due shall accrue interest at the rate of 1.5% per month. CUSTOMER will pay all costs and expenses, including reasonable attorneys' fees, arising from collecting any outstanding invoices.

4. **Returned Checks-** COMPANY may charge a Twenty-Five Dollars (\$25.00) fee per returned check for checks returned due to insufficient funds or any other reason.

5. **Cancellation-** CUSTOMER agrees that cancellation after approval carries costs associating both labor and equipment/materials; CUSTOMER agrees to reimburse the COMPANY for recognized and reasonable costs of labor and fees associated with demobilization and equipment/material return due to cancellation, labor will be billed at the standard labor rate for the department recognizing the cancellation, Any return fee's for standard equipment of materials will be at our recognized cost with an additional ten (10) percent.

6. **Specialty parts-** Special order parts will be considered any material or equipment subject to special order provisions from our material and equipment providers, including any fees, IE, handling, production, restocking, and or shipping fees; specialty parts and materials will be considered purchased by the CUSTOMER immediately upon authorization to proceed. Any cancellations associated with specialty parts will be subject to billing directly to the CUSTOMER for their specialty parts and delivery or any labor and other fees, including but not limited to Handling, production, restocking, and or shipping fees associated with the return of the CUSTOMER'S parts.

7. **Warranties-** COMPANY warrants to CUSTOMER that all services provided by the COMPANY under this Agreement will be performed in a workmanlike manner that is timely and professional, consistent with generally prevailing industry standards for comparable services, and that the services shall comply with the terms stated on the Proposal. Labor and parts warranty only extends to parts provided by the COMPANY. Warranty does not cover Travel time or per diem outside of our standard coverage area of 30 minutes or 30 miles outside of the Albuquerque metro area.

Warranty shall be void if CUSTOMER fails to pay the total contract price or permit any person or business other than COMPANY to complete, correct, perform, maintain, or redo any work identified within the original scope of the work of the contract or fails to provide prompt notice of a warrant claim (within thirty (30) days or in case of an emergency, then as soon as possible) and provide a reasonable opportunity to correct the problem.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE COMPANY DOES NOT MAKE AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

8. **Warranty TERM-** Unless indicated on the invoice notes reducing the warranty term or via written correspondence from a department manager reducing or extending the term, warranty timelines are as follows.

Drain Cleaning- Residential drain cleaning will carry a 90-day warranty against clogging due to backup from sewage; for purposes of warranty, sewage in this description does not include baby wipes, feminine care products, or any other like substances even if the manufacturer's marketing packaging describes them as flushable.

Drain Cleaning- Commercial drain cleaning does not carry a warranty due to the inability of the Company or the Customer to ensure that the public does not place items in fixtures that are unable to be flushed.

Service & Repair work- any service and repair work will be covered for one (1) year from the completion date unless indicated.

Installation work- any installation work will be covered for one (1) year; this warranty expires one year after completion unless indicated and is in place of, and not in addition to, a manufacturer warranty.

9. **Liens-** According to NMSA 1978 Sections 48-2-1 et seq. and this contract. COMPANY has a right to claim and enforce a lien on the CUSTOMER's property for any unpaid balance, including interest and attorney fees and cost of collection.

10. **Pre-existing Conditions.** COMPANY will not be liable for any pre-existing conditions of equipment, system or device already present at CUSTOMER's premises.

11. **Choice of Law.** This Agreement shall be governed by the laws of the State of New Mexico.

12. **Arbitration.** Any dispute shall be submitted to binding arbitration governed under the New Mexico Uniform Arbitration Act, before an arbitrator in Bernalillo County, New Mexico. The arbitration shall commence not less than ten (10) nor more than thirty (30) days after the arbitrator has been designated. The arbitration shall be concluded as soon as reasonably possible, and the arbitrator shall make a written determination of the dispute within fifteen (15) days of the completion of the arbitration hearing. The prevailing Party in any such arbitration shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses and other costs and expenses incurred in connection with such arbitration, unless the arbitrator, for good cause, determines otherwise. Costs and fees of the arbitrator shall be borne by the non-prevailing Party unless the arbitrator determines otherwise. The arbitrator's adjudication shall be final and fully binding upon the Parties and enforceable in any court having jurisdiction.

13. **Waiver of Jury Trial.** EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY

IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DISPUTE OR OTHER TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

14. Cost of Dispute Resolution. The prevailing Party to any dispute arising out of or relating to this Agreement or its breach that is resolved by arbitration or litigation shall be entitled to recover from the other Party reasonable attorney's fees, costs and expenses incurred by the prevailing Party in connection with such arbitration or litigation.

15. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL HAVE LIABILITY TO THE OTHER PARTY FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES UNDER OR RELATING TO THIS AGREEMENT, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY shall not be responsible or liable in any way for any loss or damage to CUSTOMER data not hosted on COMPANY's cloud. COMPANY shall not be responsible for any loss, destruction or alteration of CUSTOMER data, or any unauthorized disclosure of CUSTOMER data caused by: (i) the CUSTOMER, its employees or officers; (ii) any third party (except those third parties subcontracted by COMPANY to perform services related to CUSTOMER data maintenance and back-up); (iii) errors or omissions in any information, instructions, data or scripts provided to the COMPANY by the CUSTOMER in connection with this Agreement; or (iv) any acts or omissions by the CUSTOMER in breach of the terms of this Agreement.

16. Force Majeure. Neither Party will be liable for any failure or delay in performing an obligation under this agreement, other than an obligation to make a payment, that is due to any of the following causes to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the Covid-19 pandemic), quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy. An "act of God" or "force majeure" is defined for purposes of this agreement as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which may affect or impair the quality of construction), acts of public enemy, wars, insurrections and any other cause not reasonably within the control of the COMPANY and which by the exercise of due diligence the COMPANY is unable, wholly or in part, to prevent or overcome

17. Entire Agreement. This Agreement, together with the Proposal, encompasses the Parties' entire agreement and supersedes all previous understandings and agreements between the Parties, whether oral or written. The Parties hereby acknowledge and represent, by affixing their hands and seals hereto, that said Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract, or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. Furthermore, the Parties agree that the terms of this Agreement cannot be contradicted, supplemented, or explained by evidence of course of performance, course of dealing, or usage of trade.

18. Severability. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity of any other provision.

19. Titles. The title given to the articles or sections of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

20. Binding Effects; Counterparts. This Agreement is binding upon and inures to the benefit of the Parties, their respective heirs, personal representatives, and to their successors and assigns. This Agreement shall be construed without regard to any presumption or other rule requiring construction or interpretation against the Party who caused it to have been drafted. Each Party expressly acknowledges that it has had sufficient opportunity to consult with and receive the advice of an attorney concerning all portions of this Agreement and acknowledges that it has freely and voluntarily executed this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute a single agreement. A signature to this Agreement transmitted electronically shall have the same authority, effect, and enforceability as an original signature.

21. Implied Waiver. Either Party's failure to insist in any one or more instances upon strict performance by the other Party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term or condition hereof.



11h. New Business

San Rafael Water District

Request for County to Be Fiscal Agent

underscored material = new
[bracketed material] = delete

16 WATER METER PURCHASE--CHANGE TO HEAVY EQUIPMENT--EXTEND TIME--
17 SEVERANCE TAX BONDS.--The unexpended balance of the
18 appropriation to the department of environment in Subsection 13
19 of Section 22 of Chapter 53 of Laws 2022 to purchase, install
20 and replace water meters, including related information
21 technology, equipment and infrastructure, in the San Rafael
22 water and sanitation district in Cibola county shall not be
23 expended for the original purpose but is changed to purchase
24 and equip heavy equipment and machinery for the San Rafael
25 water and sanitation district. The time of expenditure is

extended through fiscal year 2026.

.228266.1



11i. (1) New Business

Requisitions Over \$20,000

Brush Truck/Midwest Fire Equip/El Morro
Valley VFD
\$242,811



MIDWEST FIRE.

Quote Number 00007193
Created Date 2/1/2024

Company Address 901 Commerce Road
P.O. Box 524
Luverne, MN 56156-0524
US

Account Name El Morro Valley Fire District 21

Prepared By Newt Johnson
Email newt@midwestfire.com
Phone (507) 690-2990

Apparatus

Product	Quote Description	Quantity
A) 1.00.07	400 Gallons - 64L" x 47W" x 38.5H	
B) 2.02.00.03	Tank Level Gauges, Always On w/ Master Switch is Engaged	1.00
B) 2.02.04.01.BQ	IC, (1) SL Series Plus, Tank Level Gauge - Installed on the pump panel - Master	1.00
B) 2.02.05.01	IC, (1) SL Series Plus "Mini", Tank Level Gauge - Installed on the Center Console	1.00
E) 5.00.01	Brush Truck Apparatus Body, 119" Body Length (60" Cab to Axle)	1.00
F) 6.01.01.B	Transverse Compartment, 96" wide x 40" tall x 26" wide (60" Cab to axle)	1.00
F) 6.02.01.01	Over Wheel Compartment, 60" Wide, Street Side, (1) One	1.00
F) 6.02.01.02	Over Wheel Compartment, 60" Wide, Curb Side, (1) One	1.00
F) 6.03.01.01	Front Lower Compartment, 30" wide x 18" tall, 16" deep, (60" CA), Street Side, (1) One	1.00
F) 6.03.01.02	Front Lower Compartment, 30" wide x 18" tall, 16" deep, (60" CA), Curb Side, (1) One	1.00
F) 6.04.01.01	Rear Lower Compartment, 32" wide x 18" tall x 16" deep (60" CA), Street Side, (1) One	1.00
F) 6.04.01.02	Rear Lower Compartment, 32" wide x 18" tall x 16" deep (60" CA), Curb Side, (1) One	1.00
F) 6.07.03	Dunnage Tray, Street Side, Extending Length of Body	1.00
F) 6.07.04	Dunnage Tray, Curb Side, Extending Length of Body	1.00
F) 6.07.06.01	Velcro Straps, Dunnage, Street Side	1.00
F) 6.07.06.02	Velcro Straps, Dunnage, Curb Side	1.00
F) 6.08.01.06	Adjustable Shelf, Over Wheel, Full Width of Door Opening, Street Side	1.00
F) 6.08.01.07	Adjustable Shelf, Over Wheel, Full Width of Door Opening, Curb Side	1.00
G) 7.00.06	OEM Chassis Running Boards, (1) One Set	1.00
H) 8.00.01.02.B	Rear Grab Rails, One (1), Street Side	1.00
H) 8.00.01.03.B	Rear Grab Rails, One (1), Curb Side	1.00
H) 8.01.05.01	Below Rear Platform Pull-Out Steps, (1) Curb Side	1.00
H) 8.01.05.02	Below Rear Platform Pull-Out Steps, (1) Street Side	1.00
H) 8.01.06.01	Below Transverse, Pull-Out Steps, (1) One, Curb Side	1.00
H) 8.01.06.02	Below Transverse, Pull-Out Steps, (1) One, Street Side	1.00
I) 9.02.03.B	Lower Level Rear Lighting, LED Tail Light Package	1.00
I) 9.04.01.02	Camera, Rear View, RearViewSafety, w/out GPS	1.00
I) 9.06.06.09.BQ	12V Power Strip, Center Console, Inside, Wire to Battery (Kussmaul Required)	1.00



I) 9.06.06.11.BQ	12V Power Strip, Center Console, Inside, Wire to Ignition	1.00
J) 10.00.01.B	Apparatus Control Center, Factory Dash Switches	1.00
J) 10.00.03.BQ	Apparatus Control Center, Full Center Console	1.00
J) 10.00.10.04	Cup Holders, Two (2)	1.00
J) 10.01.01.02.B	Light Bar, LED, Low-Profile, Model Whelen #JE2NFPA, Mounted on Transverse Compartment	1.00
J) 10.02.01.01	Whelen 295SLSA1 Siren w/ Speaker Mounted Center of Heavy-Duty Front Bumper	1.00
J) 10.04.04.02	Lower Level Lights, Front/Rear Flashers, Red Light, M6 Series LED, Four (4) Total	1.00
J) 10.05.03.BQ	Intersection Lights, Red, M6 Series, Two (2) Each Side	1.00
J) 10.06.03.02	Side/Rear Upper Flashers, Red, M6V2R Series, (6) Total, (2) Each Side and (1) Rear of each Dunnage	1.00
J) 10.07.04.BQ	Pump Work Area Lights, Two (2) Whelen PELCB 1,000 Lumen Flood Lights	1.00
J) 10.09.01.BQ	Ground Lights, LED, (4) Four	1.00
K) 11.03.01	Vinyl Lettering, Chassis Doors, (See Spec for Details)	1.00
K) 11.03.03	Vinyl Lettering, Customer Unit Number on the Street and Curb Side Chassis Fenders, (See Spec for Details)	1.00
K) 11.05.01	Reflective Striping, White 4" & 1" on Chassis	1.00
K) 11.05.03.01	Reflective Striping Inside of Chassis Doors, Single Cab	1.00
K) 11.06.05.B	Rear Chevron, Diamond Grade Pattern, 100% of Rear, Red/Fluorescent Yellow	1.00
M) 13.00.02.02.BQ	Pump, Engine Driven Darley 2BE18V, 18 hp Vanguard, Fuel Supplied by Standalone Fuel Tank	1.00
M) 13.00.06.01.01	Engine Driven Pump Options: Tank to Pump, 2.5" Line & Valve	1.00
M) 13.00.06.02	Engine Driven Pump Option, Tank Fill/Pump Re-Circulating 1 1/2" Line and 2" Valve, 1 1/2" Plumbing	1.00
M) 13.00.06.05	Engine Driven Pump Option, Gated 2 1/2" Suction Line	1.00
M) 13.02.01.01	Engine Driven Pump Discharge, 1 1/2", (1) One, (Foam if Applicable)	1.00
M) 13.03.03	TFT EF1 RC Electric Monitor	1.00
N) 14.00.01.B	Pre-connect plumbed with 2", gated with a 2" valve, and terminated with 1 1/2" NST male.	1.00
N) 14.01.03	Hose Tray, Vinyl Cover, Attached Across Edge w/ Rail & Bead System to Prevent Wind Under Cover	1.00
P) 16.00.02.01	Hose Reel w/ 1" Rubber Hose, 100 ft, Rear Street Corner, Facing Street	1.00
Q) 17.01.02.BQ	Shoreline Connection, "Auto Charge 1000", Auto Eject, Top Front Corner of Street Side Wheel Well	1.00
Q) 17.02.01.BQ	Tire Pressure Indicators	1.00
Q) 17.04.01	Rear Receiver Hitch w/ 7 Pin Connector	1.00
Q) 17.04.03.01	Warn Zeon 10 Winch, Receiver Hitch Mounted	1.00
Q) 17.04.04.01	Thunderstruck Bumper/Grill Guard, With Monitor Plumbing	1.00
Q) 17.04.05.BQ	Winch Wiring, Installed in Chassis for Winch Installation at the Front and Rear, Quick Connects	1.00
Q) 17.05.01.02	Toyto M608Z, (1) Spare Tire	1.00
Q) 17.05.01.03	Toyto M608Z (4), Super Singles (Tires)	1.00
Q) 17.05.06.01	Tire Carrier, On Top of Tank	1.00
Q) 17.06.01	Chassis Exhaust Modifications	1.00
R) 18.05.01.01	Nozzle, TFT "Twister" 1", One (1)	1.00
R) 18.08.01	Two (2) Cast Aluminum Wheel Chocks & Holders, Located in Spare Compartment	1.00
S) 19.02	Ford F550 Reg Cab Diesel 4x4 60CA Race Red	1.00



MIDWEST FIRE.

S) 19.02	Ford Chassis	1.00
X) Sourcewell Contract	Sourcewell Contract: Cibola County Acct# 91503	1.00
Total Price		\$242,811.00