



# **CIBOLA COUNTY BOARD OF COMMISSIONERS**

Christine Lowery  
Chair

Ralph Lucero  
1<sup>st</sup> Vice Chair

Daniel Torrez  
2<sup>nd</sup> Vice Chair

Martha Garcia  
Commissioner

Robert Windhorst  
Commissioner

## **Regular Commission Meeting Thursday, May 23, 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. 04.25.2024 Regular Commission Meeting
- b. 05.06.2024 Special Commission Meeting

8. **Reports**

- a. Budget and Finance Report- Kate Fletcher-County Manager & Paul Ludi-Finance Director
- b. Assessor's Annual Report- Written Report Only

9. **Presentation**

- a. Acknowledging and Honoring Harry Garcia, George Munoz and Joshua Sanchez for Exceptional Service to Cibola County

10. **New Business – Action May Be Taken**

- a. Consideration of Route 66 Energy Storage Arrey Summary Review Plat
- b. Consideration of Resolution 2024-30 Recognizing The Cibola County Health Council as the Official Health Council for the Purposes Outlined in the County and Tribal Health Councils Act.
- c. Consideration of Resolution 2024-31 FY25 Interim Budget
- d. Consideration of Resolution 2024-32 FY 24 Budget Adjustment Number #7
- e. Consideration of Resolution 2024-33 FY 2026-2030 Infrastructure Capital Improvements Plan

- f. Consideration of Resolution 2024-34 Authorizing the Execution and Delivery of a Loan Agreement and Intercept Agreement by and between Cibola County and the New Mexico Finance Authority
- g. Consideration of RFP 2024-004 Selection of Quartz Hill Trail System Trail Construction Firm
- h. Consideration of IFB 2024-002 Selection of County Road 5 Bridge Replacement General Contractor and Direction to Staff to Execute the Final Contract Based on Cost Proposal Provided
- i. Consideration of Selection of 2 Board Members to the Ambulance Service Committee
- j. Consideration of MOU between Cibola Sheriff's Office and 13<sup>th</sup> Judicial District Juvenile Treatment Court
- k. Consideration of Requisitions over \$20,000
  - 1. Fire Equipment/Artesia Fire Equipment/Laguna Fire Protection-\$34,800
  - 2. Stonefly 40TB Backup Device/ SHI/Data Processing-\$31,219.68

#### **11. 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, May 27, 2024, In Observation of Memorial Day Holiday.
- b. A Special Canvassing Commission Meeting will be held on Thursday, June 13<sup>th</sup>, 2024, at 2:00 p.m.
- c. The Next Regular Commission Meeting will be held on Thursday, June 27<sup>th</sup>, 2024, at 5:00 p.m.

#### **13. 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](mailto: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

# 04.25.2024

Regular Commission Meeting

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

**Elected Officials Present Staff**

**Christine Lowery, Chair**  
**Ralph Lucero, 1<sup>st</sup> Vice Chair**  
**Daniel Torrez, 2<sup>nd</sup> Vice Chair**  
**Robert Windhorst, Commissioner**  
**Martha Garcia, Commissioner Absent**

**Kate Fletcher, Manager**  
**Paul Ludi, Finance Director**  
**Michelle Dominguez, County Clerk**  
**Maria Grijalva, 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 Martha Garcia, was absent.

**3. Pledge of Allegiance**

Led by 1<sup>st</sup> Vice Chair Lucero recited by all.

**4. Prayer**

Led by 1<sup>st</sup> Vice Chair Lucero.

**5. Approval of Agenda**

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

**6. Public Comment**

**CL Peterson** asks once again to have the meetings televised for the public.

**Adelaida Yarborough** introduced herself and stated that she is running for Commissioner District 4.

**Harry Garcia** has interest in a facility on old highway 66 being a possible location for a long-term treatment center. He has been working with Santa Fe on a plan to action to be presented in the next few months.

**7. Minutes**

- a.** 03-28-2024 Regular Commission Meeting.  
Motion to approve item A made by Commissioner Lucero  
Second by Commissioner Windhorst 4-0 affirmative.

**8. Reports**

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

**9. Presentation**

**a. Presentation of Awards:**

- a. Sheriff Diaz presented Detective Brian Gardner with an exceptional job performance award.
- b. Sheriff Diaz presented Deputy April Salazar with an exceptional job performance award.
- c. Sheriff Diaz presented Deputy Court Security Charley Wheeler with an exceptional job performance award.

**10. Public Hearing**

- a. Ordinance 2024-002 Authorizing the issuance and sale of Cibola County, NM Taxable industrial Revenue Bonds (Route 66 Energy, LLC Project), Series 2024**

**11. New Business – Action May Be Taken**

- a. Consideration of Ordinance 2024-002 Authorizing the Issuance and Sale of Cibola County, NM 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**

Motion to approve Item A. made by Commissioner Lucero.

Second made by Commissioner Torrez. 4-0 affirmative.

- b. Consideration of Resolution 2024-25 FY24 Budget Adjustment # 6**

Motion to approve Item B. made by Commissioner Windhorst.

Second made by Commissioner Torrez. 4-0 affirmative

- c. Consideration of Resolution 2024-26 FY24 3rd Quarter Report**

Motion to approve Item C. made by Commissioner Windhorst.

Second made by Commissioner Lucero. 4-0 affirmative

- d. Consideration of Resolution 2024-27 Auctioning of County Vehicles**

Motion to approve item D. was made by Commissioner Torrez

Second by Commissioner Lucero 4-0 affirmative.

- e. Consideration of Resolution 2024-28 To Transfer Volvo Grader G940B, GMC C8500 Dump Truck, and Monroe Snow and Ice Salter to the Village of Milan**

Motion to approve items E made by Commissioner Lucero.

Second by Commissioner Windhorst 4-0 affirmative.

**f. Consideration of a Proclamation Designating the Month of May as Motorcycle Awareness Month**

Motion to approve item F. made by Commissioner Lucero  
Second by Commissioner Torrez 4-0 affirmative.

**g. Consideration of Contract for Legal Services**

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

**h. Consideration of Requisitions over \$20,000**

1. Tanker-Pumper/Midwest Fire/ Fence Lake Vol FD-\$351,054
2. T880 Kenworth Truck Cab/Inland Kenworth/Road Dept.-\$193,393
3. 2024 Traileze Tri Axe 55 Detachable/MCT, Inc./Road Dept.-\$138,320

Motion to approve item H. made by Commissioner Torrez  
Second by Commissioner Windhorst 4-0 affirmative.

**12. 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. The Next Regular Commission Meeting will be on Thursday, May 23<sup>rd</sup>, 2024, at 5:00 p.m.

**13. Adjournment**

6:23 p.m.



**PASSED, APPROVED, and ADOPTED** this 23<sup>rd</sup>, day of May 2024

BOARD OF COUNTY COMMISSIONERS

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**Christine Lowery, Chair**

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**Ralph Lucero, 1<sup>st</sup> Vice Chair**

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**Daniel Torrez, 2<sup>nd</sup> Vice Chair**

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**Martha Garcia, Commissioner**

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**Robert Windhorst, Commissioner**

**ATTEST:**

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**Michelle E. Dominguez, Cibola County Clerk**

**Date:** \_\_\_\_\_

**SEAL**



# 7b. Minutes

05.06.2024

Special Commission Meeting

**Special Commission Meeting**  
**Monday, May 6<sup>th</sup>, 2024**  
**5:00 p.m.**  
**Cibola County Commission Chambers**

**Elected Officials Present Staff**

**Christine Lowery, Chair**  
**Ralph Lucero, 1<sup>st</sup> Vice Chairman**  
**Daniel Torrez, 2<sup>nd</sup> Vice Chairman**  
**Robert Windhorst, Commissioner**  
**Martha Garcia, Commissioner - Absent**

**Kate Fletcher, Manager**  
**Paul Ludi, Finance Director**  
**Natalie Grine, Chief Deputy Clerk**  
**Maria Grijalva, Rec & Fil Sup**

**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, Commissioners Garcia was absent.

**3. Pledge of Allegiance**

Led by Commissioner Lowery, recited by all.

**4. Prayer**

Led by Commissioner Windhorst.

**5. Approval of Agenda**

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

**6. New Business-Action Mat Be Taken**

- a. Consideration of Resolution 2024-29, Requesting Modification of Ambulance Certificate Issued to the City of Grants until Grants Fulfills its Commitment to Provide Backup Ambulance Services.**

Motion to table item A made by Commissioner Torrez, Second by Commissioner Lucero and to give Manager Kate Fletcher Direction to form a committee with the City of Grants and the Village of Milan to discuss this matter.4-0 affirmative.

**7. Announcements**

The next Regular Commission Meeting will be held on Thursday May 23<sup>rd</sup>, 2024, at 5:00 p.m.

**8. Adjournment**

6:24 p.m.

**PASSED, APPROVED, and ADOPTED** this 23<sup>rd</sup>, day of May 2024

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
**Christine Lowery, Chair**

\_\_\_\_\_  
**Ralph Lucero, 1<sup>st</sup> Vice Chair**

\_\_\_\_\_  
**Daniel Torrez, 2<sup>nd</sup> 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 April 30, 2024



# CIBOLA COUNTY COMMISSION MEETING

May 23, 2024

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



# Finance Report

As of April 30, 2024





# FINANCE UPDATES

- Finance Reports & Budgets located on finance department webpage.
- County is reconciled through April 30, 2024 for the Main Operating account and the Treasurer's office is reconciled through April 30, 2024 for the Tax operating account.
- Public Budget Workshop for Final Budget Coming Soon! Have your voice heard.





**Cibola meets  
National Standard  
of Budgeting for 4  
years in a row!!!**



Entity	Gov Type	Total Years Awarded
Albuquerque Bernalillo County Water Utility Authority	Special District	18
North Central Regional Transit District	Special District	9
City of Albuquerque	Municipality	40
City of Las Cruces	Municipality	25
City of Rio Rancho	Municipality	18
Incorporated County of Los Alamos	County	32
San Juan County	County	16
Lea County	County	9
<b>Cibola County</b>	<b>County</b>	<b>4</b>
Bernalillo County	County	2



GOVERNMENT FINANCE OFFICERS ASSOCIATION

## *Distinguished Budget Presentation Award*

PRESENTED TO

**County of Cibola  
New Mexico**

For the Fiscal Year Beginning

**July 01, 2023**

*Christopher P. Morill*

Executive Director



## 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

\$1,550,000  
\$1,450,000  
\$1,350,000  
\$1,250,000  
\$1,150,000  
\$1,050,000  
\$950,000  
\$850,000  
\$750,000  
\$650,000  
\$550,000  
\$450,000  
\$350,000  
\$250,000

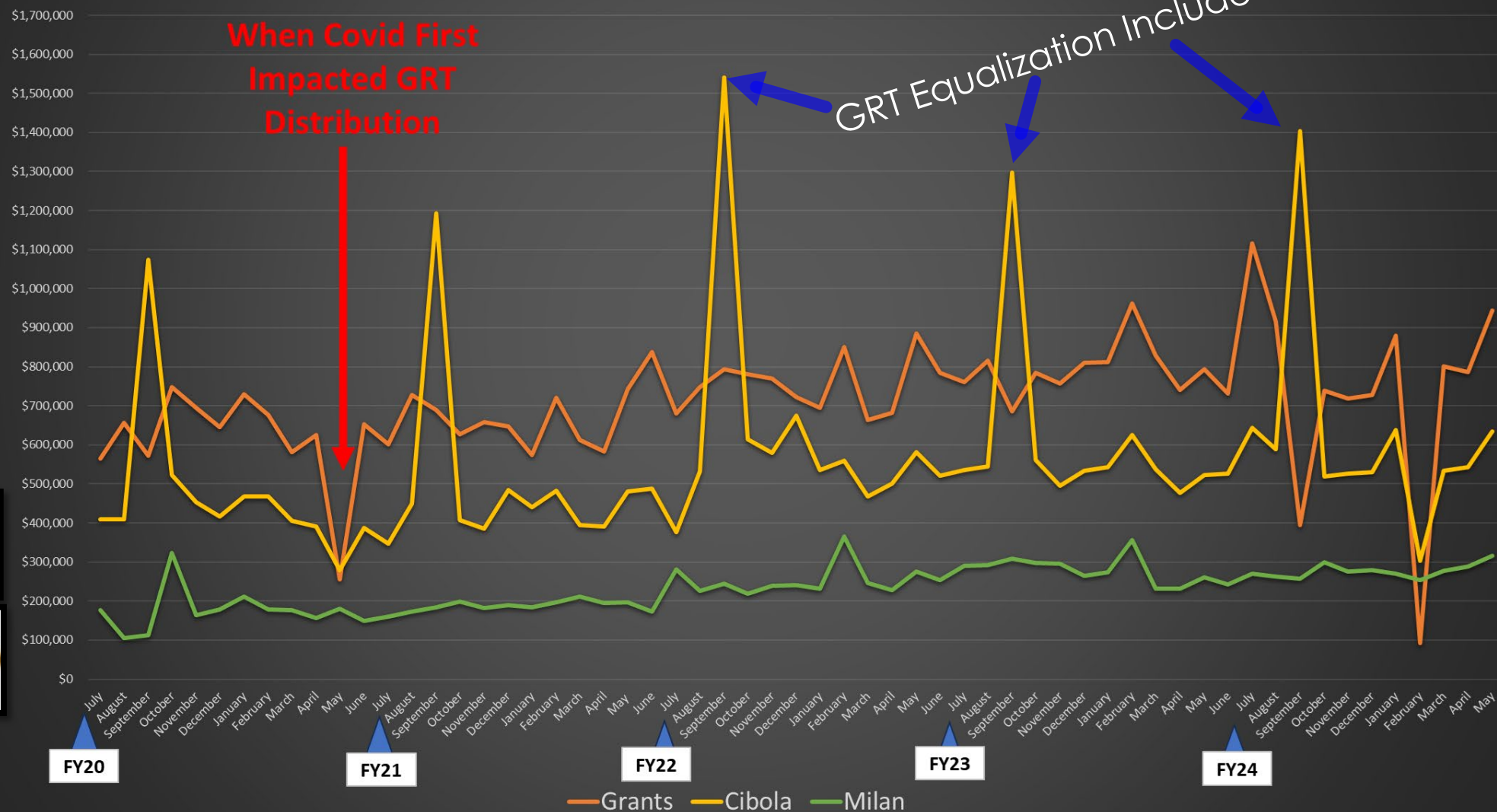
	July	August	September	October	November	December	January	February	March	April	May	June
2024 YTD Actuals	\$643,909	\$589,026	\$1,404,025	\$518,616	\$525,694	\$530,938	\$637,378	\$302,883	\$534,154	\$542,680	\$633,656	
2024 Projected Budget	\$549,835	\$549,835	\$1,357,835	\$549,835	\$549,835	\$549,835	\$549,835	\$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

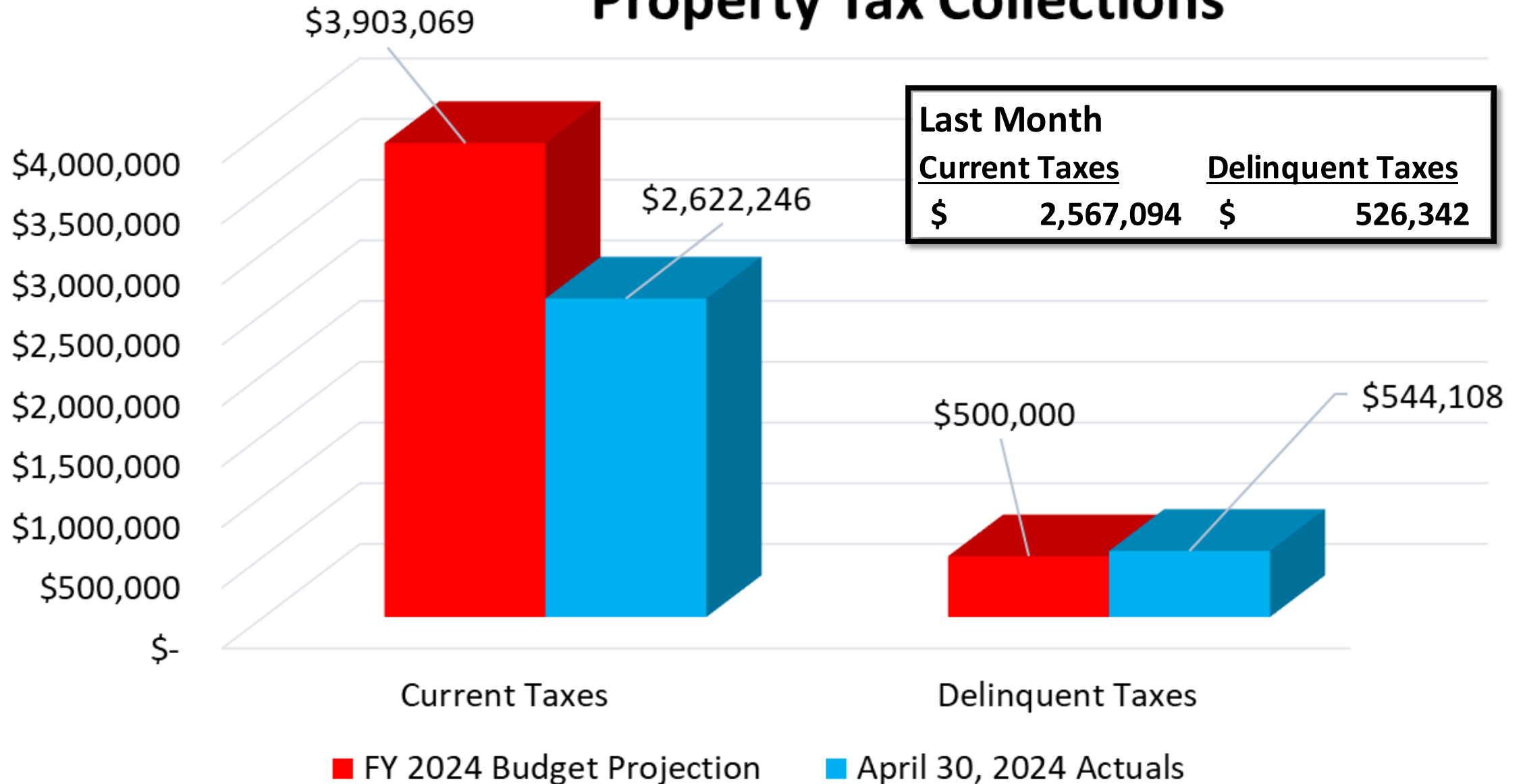
**GRT After COVID**

**When Covid First  
Impacted GRT  
Distribution**

**GRT Equalization Included**



# Property Tax Collections





# Cibola County FY2024-2025 Interim Budget Request



## Active Funds

Projected Beginning Cash  
Balance

Beginning Investments

Revenues

Transfers

Expenditures

Ending Cash &  
Investments

101 - INVESTMENT FUND

\$0.00

\$5,700,000.00

\$250,000.00

\$0.00

\$0.00

\$5,950,000.00

401 - GENERAL FUND

\$4,700,000.00

\$0.00

\$11,056,105.46

(\$1,165,846.00)

(\$10,089,527.53)

\$4,500,731.93

402 - ROAD

\$1,000,000.00

\$0.00

\$1,343,675.00

\$443,186.00

(\$2,786,861.00)

\$0.00

403 - FARM & RANGE

\$0.00

\$0.00

\$9,500.00

\$19,500.00

(\$29,000.00)

\$0.00

406 - INDIGENT

\$550,000.00

\$0.00

\$605,005.00

\$0.00

(\$1,155,005.00)

\$0.00

407 - SAN RAFAEL VFD

\$200,000.00

\$0.00

\$223,452.00

(\$111,726.00)

(\$156,082.00)

\$155,644.00

408 - BLUEWATER VFD

\$120,000.00

\$0.00

\$111,726.00

(\$25,720.00)

(\$106,937.00)

\$99,069.00

409 - LOBO CANYON VFD

\$280,000.00

\$0.00

\$0.00

\$111,726.00

(\$234,540.00)

\$157,186.00

413 - LAGUNA EMS

\$5,675.00

\$0.00

\$11,147.00

\$0.00

(\$16,822.00)

\$0.00

415 - PINEHILL EMS

\$10,585.22

\$0.00

\$0.00

\$0.00

(\$10,467.30)

\$117.92

416 - FENCE LAKE VFD

\$570,000.00

\$0.00

\$67,393.00

\$0.00

(\$603,355.00)

\$34,038.00

418 - CANDY KITCHEN VFD

\$350,000.00

\$0.00

\$136,552.00

(\$38,209.00)

(\$443,877.00)

\$4,466.00

419 - LAGUNA VFD

\$1,016,500.00

\$0.00

\$404,340.00

\$0.00

(\$1,023,340.00)

\$397,500.00

416 - FENCE LAKE EMS

\$0.00

\$0.00

\$14,200.00

\$0.00

(\$14,200.00)

\$0.00

424 - CUBERO VFD

\$470,000.00

\$0.00

\$101,085.00

(\$13,798.00)

(\$350,739.00)

\$206,548.00

425 - CUBERO EMS

\$6,500.00

\$0.00

\$8,511.00

\$0.00

(\$8,511.00)

\$6,500.00

427 - EL MORRO VFD

\$500,000.00

\$0.00

\$67,393.00

(\$4,229.00)

(\$444,416.00)

\$118,748.00

428 - SUPERIOR AMBULANCE

\$7.55

\$0.00

\$51,856.45

\$0.00

(\$51,864.00)

\$0.00

429-CIBOLA ADMIN EMS

\$1.90

\$0.00

\$33,478.00

\$0.00

(\$33,479.90)

\$0.00

430 - LAGUNA VFD - VALENCIA STATION

\$81,565.00

\$0.00

\$105,553.00

\$0.00

(\$105,550.00)

\$81,568.00

435 - CONSOLIDATED DISPATCH

\$90,000.00

\$0.00

\$1,151,171.00

\$365,854.00

(\$1,607,025.00)

\$0.00

438 - DWI GRANT

\$69,000.00

\$0.00

\$118,928.00

\$0.00

(\$118,928.00)

\$69,000.00

439 - DWI DISTRIBUTION

\$200,000.00

\$0.00

\$324,735.00

\$0.00

(\$324,735.00)

\$200,000.00

475 - COUNTY FIRE PROTECTION

\$1,600,000.00

\$0.00

\$263,730.00

\$0.00

(\$579,347.00)

\$1,284,383.00

500 - CLERK RECORDING/FILING

\$100,000.00

\$0.00

\$30,000.00

\$0.00

(\$79,100.00)

\$50,900.00

569 - 2014A BOND INCOME FUND

\$0.00

\$0.00

\$1,213,058.00

(\$642,187.00)

(\$570,871.00)

\$0.00

570 - 2014B BOND INCOME FUND

\$0.00

\$0.00

\$1,907,380.00

(\$1,140,054.00)

(\$767,326.00)

\$0.00

575 - NMFA LOANS

\$0.00

\$360,000.00

\$20,000.00

\$322,048.00

(\$322,048.00)

\$380,000.00

604 - FIRE MARSHAL

\$84,300.00

\$0.00

\$106,585.00

(\$13,286.00)

(\$159,077.00)

\$18,522.00

605 - LAW ENFORCEMENT PROTECTION

\$0.00

\$0.00

\$125,000.00

(\$20,000.00)

(\$105,000.00)

\$0.00

606 - NMDOT LOCAL GOV. TRANS. GRANT

\$119,000.00

\$0.00

\$0.00

\$30,200.00

(\$149,200.00)

\$0.00

607 - QUARTZ HILL PROJECT

\$145,500.00

\$0.00

\$420,478.35

(\$120,500.00)

(\$445,478.35)

\$0.00

614 - DETENTION CENTER

\$0.00

\$0.00

\$3,469,805.00

\$1,825,771.00

(\$5,295,576.00)

\$0.00

620 - 1% REAPPRAISAL FUND

\$63,000.00

\$0.00

\$62,000.00

\$0.00

(\$57,277.00)

\$67,723.00

646 - LG ABATEMENT

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

647 - LATCF GRANT

\$5,411,336.00

\$0.00

\$0.00

\$0.00

(\$5,411,336.00)

\$0.00

648 - TPF COUNTY ROAD GRANTS FUND

\$2,562,811.00

\$0.00

\$1,900,000.00

\$177,270.00

(\$4,640,081.00)

\$0.00

649 - AMERICAN RESCUE PLAN ACT

\$1,124,758.00

\$0.00

\$0.00

\$0.00

(\$1,087,928.00)

\$36,830.00



## Cibola County Operating Cash Recap - April 30, 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	\$5,436,019.96	\$245,055.73	\$0.00	\$0.00	\$0.00	\$5,681,075.69
401 - GENERAL FUND	\$8,562,611.58	\$0.00	\$5,289,437.17	(\$1,649,081.49)	(\$7,324,829.26)	(\$2,798,370.50)	\$2,079,767.50
402 - ROAD	\$152,649.28	\$0.00	\$2,087,960.10	\$0.00	(\$1,082,145.31)	\$3,937.72	\$1,162,401.79
403 - FARM & RANGE	\$0.00	\$0.00	\$0.00	\$19,076.69	(\$28,031.44)	\$0.00	(\$8,954.75)
406 - INDIGENT	\$692,889.38	\$0.00	\$540,304.20	\$0.00	(\$697,731.02)	\$0.00	\$535,462.56
407 - SAN RAFAEL VFD	\$255,329.45	\$0.00	\$167,142.00	(\$55,416.00)	(\$154,957.23)	(\$50.00)	\$212,048.22
408 - BLUEWATER VFD	\$89,784.17	\$0.00	\$111,726.00	(\$25,251.00)	(\$54,204.93)	(\$420.00)	\$121,634.24
409 - LOBO CANYON VFD	\$295,777.14	\$0.00	\$56,310.00	\$55,416.00	(\$126,578.43)	\$0.00	\$280,924.71
413 - LAGUNA EMS	\$5,674.63	\$0.00	\$11,147.00	\$0.00	(\$4,445.03)	\$0.00	\$12,376.60
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	\$67,418.65	\$0.00	(\$14,640.69)	(\$259.34)	\$573,603.31
418 - CANDY KITCHEN VFD	\$341,301.63	\$0.00	\$136,552.00	(\$37,531.00)	(\$73,151.91)	\$0.00	\$367,170.72
419 - LAGUNA VFD	\$859,195.51	\$0.00	\$404,340.00	\$0.00	(\$231,593.08)	\$0.00	\$1,031,942.43
424 - CUBERO VFD	\$172,179.27	\$0.00	\$341,085.00	(\$13,541.00)	(\$25,914.09)	\$0.00	\$473,809.18
425 - CUBERO EMS	\$2,249.64	\$0.00	\$5,000.00	\$0.00	(\$652.64)	\$0.00	\$6,597.00
427 - EL MORRO VFD	\$195,363.40	\$0.00	\$327,393.00	\$0.00	(\$16,361.92)	\$0.00	\$506,394.48
428 - SUPERIOR AMBULANCE	\$1,766.53	\$0.00	\$14,945.00	\$0.00	(\$16,557.65)	\$0.00	\$153.88
429-CIBOLA ADMIN EMS	\$0.85	\$0.00	\$5,000.00	\$0.00	(\$4,872.95)	(\$0.00)	\$127.90
430 - LAGUNA VFD - VALENCIA STATION	\$0.00	\$0.00	\$105,553.00	\$0.00	(\$11,156.49)	\$0.00	\$94,396.51
435 - CONSOLIDATED DISPATCH	\$194,548.33	\$0.00	\$1,049,501.90	\$57,000.00	(\$1,296,153.13)	(\$26.44)	\$4,870.66
438 - DWI GRANT	\$56,841.28	\$0.00	\$56,238.21	\$0.00	(\$42,610.87)	\$0.00	\$70,468.62
439 - DWI DISTRIBUTION	\$143,059.42	\$0.00	\$273,827.00	\$0.00	(\$257,276.19)	\$0.00	\$159,610.23
475 - COUNTY FIRE PROTECTION	\$1,208,050.12	\$0.00	\$246,845.95	\$0.00	(\$17,585.98)	\$0.00	\$1,437,310.09
500 - CLERK RECORDING/FILING	\$97,714.69	\$0.00	\$31,446.00	\$0.00	(\$19,984.45)	\$0.00	\$109,176.24
569 - 2014A BOND INCOME FUND	\$0.00	\$0.00	\$1,000,109.63	\$0.00	(\$107,156.21)	\$0.00	\$892,953.42
570 - 2014B BOND INCOME FUND	\$0.00	\$0.00	\$1,810,327.95	\$0.00	(\$224,879.07)	\$0.00	\$1,585,448.88
575 - NMFA LOANS	\$0.00	\$377,669.77	\$16,747.23	\$280,316.16	(\$24,191.00)	\$0.00	\$650,542.16
604 - FIRE MARSHAL	\$76,707.40	\$0.00	\$176,724.24	(\$12,970.00)	(\$67,737.94)	\$0.00	\$172,723.70
605 - LAW ENFORCEMENT PROTECTION	\$0.00	\$0.00	\$119,000.00	(\$18,018.36)	(\$38,338.35)	\$0.00	\$62,643.29
606 - NMDOT LOCAL GOV. TRANS. GRANT	\$798,831.02	\$0.00	\$0.00	\$0.00	(\$679,630.91)	\$0.00	\$119,200.11
607 - QUARTZ HILL PROJECT	\$144,034.31	\$0.00	\$1,553.30	\$0.00	\$0.00	\$0.00	\$145,587.61
614 - DETENTION CENTER	\$0.00	\$780,003.86	\$7,473,593.19	\$1,400,000.00	(\$8,608,526.34)	(\$866,597.40)	\$178,473.31
616 - LERF	\$0.00	\$0.00	\$11,367.08	\$0.00	\$0.00	\$0.00	\$11,367.08
620 - 1% REAPPRAISAL FUND	\$15,961.85	\$0.00	\$64,063.21	\$0.00	(\$14,823.00)	\$0.00	\$65,202.06
646 - LG ABATEMENT	\$0.00	\$0.00	\$790,636.02	\$0.00	(\$790,636.02)	\$0.00	\$0.00
647 - LATCF GRANT	\$3,151,902.50	\$0.00	\$3,151,902.50	\$0.00	(\$924,697.81)	\$0.00	\$5,379,107.19
648 - TPF COUNTY ROAD GRANTS FUND	\$1,505,488.13	\$0.00	\$1,187,500.00	\$0.00	(\$130,177.38)	\$0.00	\$2,562,810.75
649 - AMERICAN RESCUE PLAN ACT	\$2,414,398.12	\$0.00	\$0.00	\$0.00	(\$1,455,924.26)	\$0.00	\$958,473.86
651 - CAPITAL OUTLAY PROJECTS	\$0.00	\$0.00	\$304,317.29	\$0.00	(\$53,156.51)	\$0.00	\$251,160.78
TOTALS=	\$21,956,940.54	\$6,593,693.59	\$27,691,108.55	\$0.00	(\$24,621,309.49)	(\$3,661,785.96)	\$27,958,647.23



# Budget Adjustment #7 – Reso 2024-32

ENTITY NAME:	Cibola County
FISCAL YEAR:	FY 2023-24
RESOLUTION #:	2024-32
BAR SCHEDULE:	2024-32A

TYPE OF BAR LOCAL (L) OR STATE (S)	COUNTY  DEPARTMENT	REVENUE EXPENDITURE  TRANSFER (TO or FROM)	CIBOLA COUNTY  ACCOUNT#	DESCRIPTION  OF ACCOUNT	APPROVED  BUDGET	ADJUSTMENT	ADJUSTED  BUDGET	PURPOSE
S	GF	Revenue	101-23-360-18000	Income on Investments	\$250,000.00	\$25,000.00	\$275,000.00	Increase revenues to actuals
S	Bluewater	Revenue	408-30-300-56000	Bluewater	\$105,900.00	\$5,850.00	\$111,750.00	Increase revenues to actuals
S	1% Reappraisal	Revenue	620-40-300-57600	Fee Collections	\$45,000.00	\$30,000.00	\$75,000.00	Increase revenues to actuals
S	Detention	Revenue	614-85-380-30100	Care of Prisoners--Municipality	\$150,000.00	\$120,000.00	\$270,000.00	Increase revenues to actuals
S	Cubero VFD	Transfer In	424-020-499-09604	From 604 to 424	\$0.00	\$18,810.00	\$18,810.00	Cubero grant posted in 604 inadvertently
S	Fire Marshal	Transfer Out	604-018-499-90424	From 604 to 424	\$0.00	\$18,810.00	\$18,810.00	Cubero grant posted in 604 inadvertently





# MONTHLY QUESTION

**At the end of the year, whatever is not spent by the departments in the General Fund (GF), they get to roll over their remaining cash balances into the budget of the new year?**

1. Yes
2. No



**ANSWER IS: 2. THEY WISH! No, each GF department builds a new budget each year. There is one big cash account for the general fund and what is not spent remains as cash balance. We do however re-issue purchase orders that have committed the cash balance so if they don't budget for that too it will eat out of their new budget.**



# Questions Comments Concerns



# **Slide Outline and Notes of Cibola County Finance Report**

## **From July 1, 2023, through March 31, 2024, Finance Report**

**Commission Meeting April 25, 2024**

**Finance Report Cover Page**

**Cibola County Updates**

Finance Reports & Budgets located on finance department webpage.

County is reconciled through April 30, 2024 for the Main Operating account and the Treasurer's office is reconciled through April 30, 2024 for the Tax operating account. Great job.

Public Hearing for Final Budget Coming Soon! We will keep you posted as to when this date is. There may be a quorum and we will post this before the workshop but no action will be taken at this workshop. It is for the public to come and understand what is entailed in the budget and give their thoughts requests to our governing body.

**GFOA Distinguished Budget Presentation Award**

I am pleased to announce Cibola County has earned the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for the 4<sup>th</sup> year in a row. A panel of independent reviewers completed their examination of our Annual budget document for the period beginning July 2023 and ending in June 2024. This award is the highest form of recognition in governmental budgeting in the nation and in Canada. Its attainment represents a significant achievement by our county.

It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

**GRT Tracker**

Here is our Gross Receipts history and the red line designates this fiscal year's GRT up through May 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 being used to pay our revenue bonds each year.

Three months ago we experienced a significant drop in revenue from this distribution due to a legal ruling, but we have bounced back up to our projection in the yellow highlighted line. We will monitor our overall projection and will keep the manager and commission informed on how we do moving forward. We are still on track with our projection.

The bold red line shows our actuals as we track them through fiscal year 2024.



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 for the past 5 years now. 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.

Please note this graph doesn't reflect the Small Cities Assistance the Village and City received in the amounts of \$90,000 each for FY24 month of February.

### **Property Tax Collections**

Our property tax county portions are coming in. Our actuals as of April 30, 2024 are shown in this graph. Our delinquent taxes are coming in strong will this account's budget authority will be adjusted in the future.

### **Fiscal Year 2024 - 2025 (FY25) Interim Budget**

We have a state approvable interim budget shown here.

In the highlighted yellow cells you see our transfers equal zero which is mandatory.

In the highlighted rust cells we show our projected beginning cash balances. Our final budget which is due July 31<sup>st</sup> will have actual cash balances.

In the highlighted blue cells you can see our projected ending cash balances are not in a deficit which is mandatory.

In the highlighted green cells you can see this is a very balanced budget. Projected expenditures and transfers are only 1.77% over projected revenues. This means we won't get the language in our approval letter that we are depleting our general fund cash balances.

Remember, this is an interim budget and serves as a placeholder until our final budget is approved. This budget is due on or before June 1. DFA reviews it and gives us approval by June 30 so we can hit the ground running on July 1<sup>st</sup> with paying our salary and benefits, reopen purchasing, and pay bills.

Approval of the interim budget is recommended.

### **April 30, 2024 – Monthly Finance Recap**

Here is our April 30, 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. Please note we don't receive our PILT of \$2,000,000 until June and are projected to transfer back \$1.5 million from our overages of revenue in our bond fund until June. There will also be other revenues which will bolster our ending cash balance at the fiscal year's end.

Our transfers equal zero, which is mandatory.

There is one fund deficit in the Farm and Range fund but we will wait to see how much Taylor Grazing Fees we will receive in June and then cover any deficit at year end. This is normal.

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. We have also addressed our last 2 audit findings.

### **Budget Adjustment #7 – Reso 2024-32**

This is our budget adjustment schedule for BAR #7 Resolution 2024-32.

The first 4 adjustments are to revenues to bring them to actuals. This way we don't exceed budget authority.

The second two are to transfer a grant amount that was incorrectly deposited into the Fire Marshal's Fund instead of the Cubero VFD. Since this occurred in prior years we can't just do a correction, we have to get budget authority to move the cash from fund to fund.

### **Monthly Question**

At the end of the year, whatever is not spent by the departments in the General Fund (GF), they get to roll over their balance into budget of the new year?

Yes

No

**ANSWER IS: 2. NO! Each GF department builds a new budget each year. There is one big cash account for the general fund and what is not spent remains as cash balance. We do however re-issue purchase orders that have committed the cash balance so if they don't budget for that too it will eat out of their new budget.**



## 8b. Reports

# Assessor's Annual Report

Written only FY2024



# County Assessor's 2024 Annual Report



Dolores Vallejos  
Assessor

Jenna Rodriguez  
Deputy Assessor

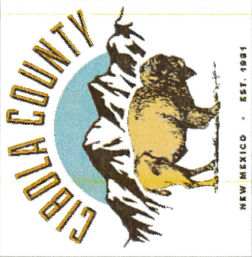
NMSA 7-36-16



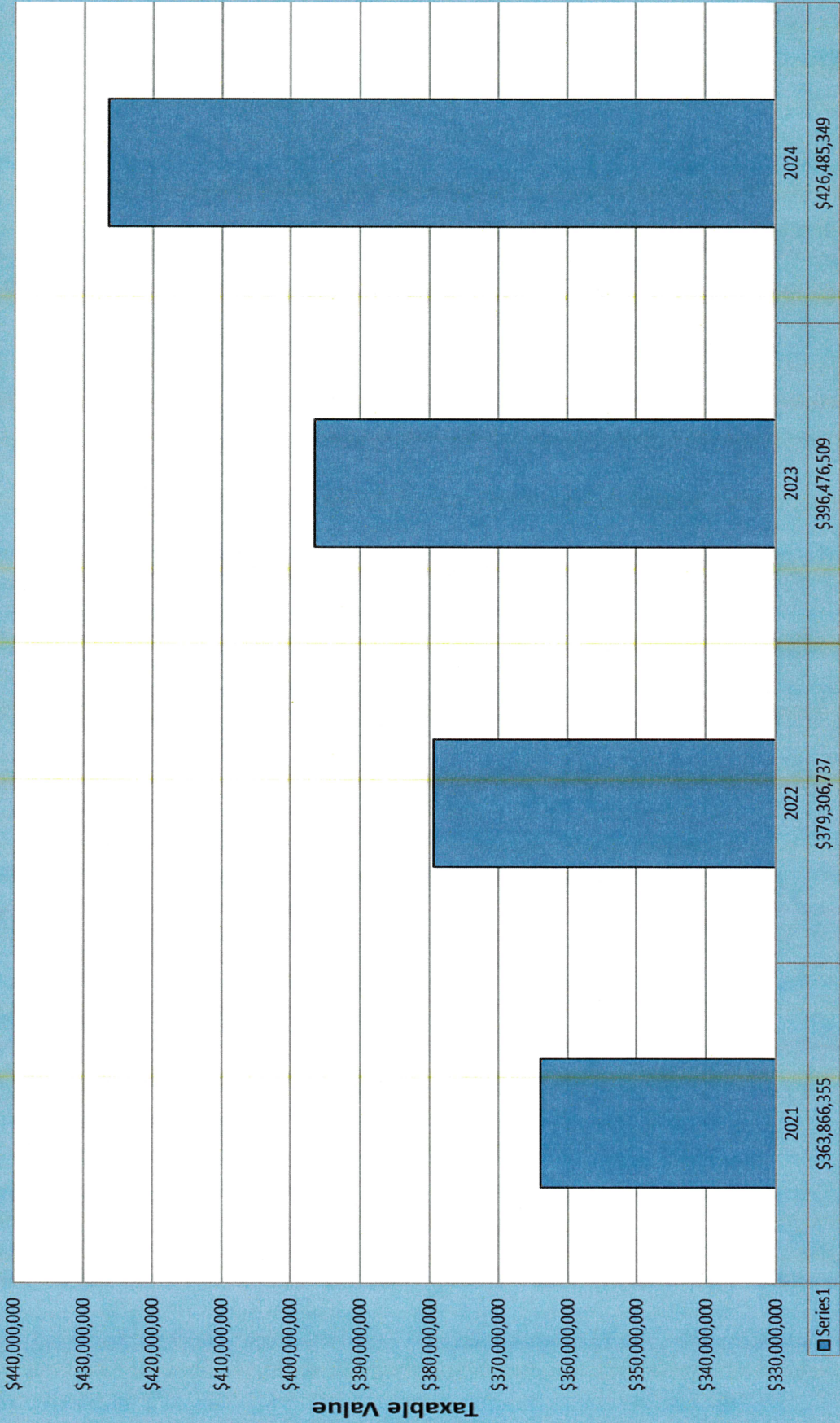
# Net Taxable Valuation Comparison

	Tax Year 2023	Tax Year 2024	\$ Change	% Change
<b>Total Taxable Value</b>	<b>\$396,476,509</b>	<b>\$ 426,485,349</b>	<b>\$ 30,008,840</b> <b>\$8,927,626</b> <b>Net New</b>	<b>7.03%</b>
<b>Total Resid. Value</b>	<b>\$170,888,759</b>	<b>\$183,116,245</b>	<b>\$ 12,227,486</b> <b>\$ 5,797,944</b> <b>Net New</b>	<b>6.68%</b>
<b>Total Non- Resid. Value</b>	<b>\$225,587,750</b>	<b>\$242,081,617</b>	<b>\$ 16,493,867</b> <b>\$6,129,682</b> <b>Net New</b>	<b>6.81%</b>





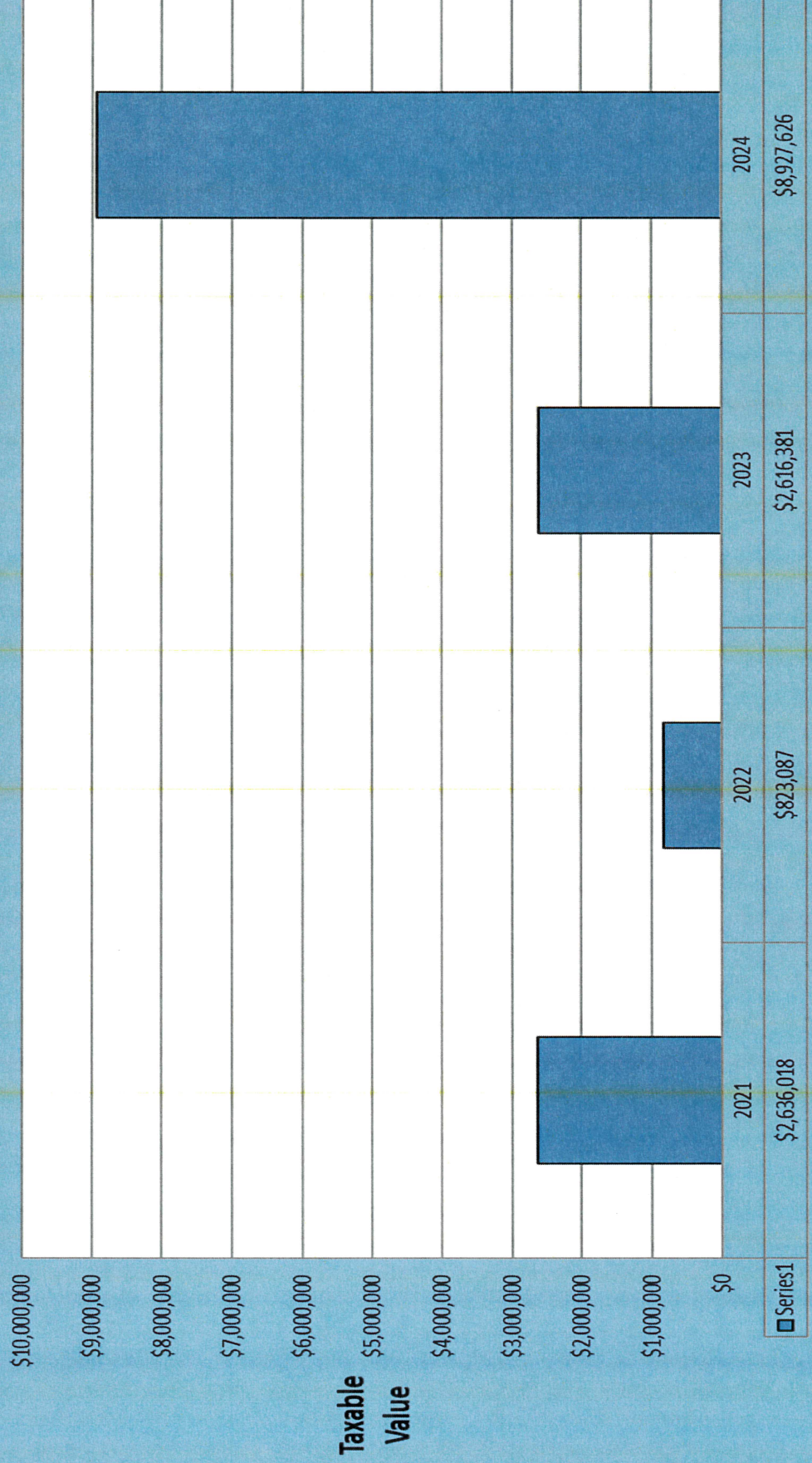
Total Taxable Value History







## New Taxable Value Added



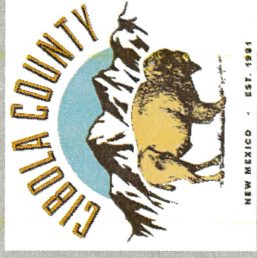


# Reappraisal Plan Status

Our office hired Mr. Sandy Ortiz as Chief Appraiser in July of 2023. When a new Chief Appraiser steps into their role, it's not uncommon for processes and plans, including reappraisal plans, to undergo significant changes. This transition period can be a critical moment, as it may lead to shifts in priorities, methodologies, and schedules. The fact that Phase 5 of the reappraisal plan has not commenced as initially intended is reflective of a strategic redirection and reassessment of resources, objectives, and timelines under the new leadership. In summary, we are making revisions and creating a new reappraisal plan under the direction of the chief appraiser to be implemented in September 2024.

\*Phase 5 was originally planned to begin in March of 2024 and would take place in tax district 10 to reflect 2025 values.





## Cibola County Assessor's Sales Ratio Study

	2023 Residential Property Assessed Value VS. 2022 Sales	2024 Residential Property Assessed Value VS. 2023 Sales	I.A.A.O Standard
Number of Sales	148	166	
Mean Ratio	74.043%	82.920%	90% to 110%
Median Ratio	72.357%	99.900%	90% to 110%
Coefficient of Dispersion	30.148%	17.670%	5% to 15%
Price Related Differential	112.381%	97.920%	98% to 103%





# 9a. Presentation

# Acknowledging & Honoring

1. George Munoz-State Senator District 4
2. Harry Garcia-State Representative 69
3. Joshua Sanchez-State Senator District 30



# 10a. New Business

## Route 66 Energy Storage Arrey

Summary Review Plat



## APPENDIX "B"

### DISCLOSURE STATEMENT FOR

Route 66 Energy Storage Array

#### **YOU SHOULD READ THIS DISCLOSURE STATEMENT BEFORE YOU SIGN ANY DOCUMENTS OR AGREE TO ANYTHING.**

This disclosure statement is intended to provide you with enough information to make an informed decision on the purchase, lease or acquisition of the property described in this statement. IT SHOULD FULLY DESCRIBE THE DUTIES OF THE DEVELOPER AND YOUR OBLIGATIONS AS A PROPERTY OWNER IN THIS SUBDIVISION. You should read carefully all of the information contained in this disclosure statement before you decide to buy, lease or otherwise acquire the described property. You should read carefully all the documents mentioned in this disclosure statement.

Various public agencies may have issued opinions on both the subdivision proposal and the information contained in this disclosure statement. Summaries of these opinions are contained in this disclosure statement. They may be favorable or unfavorable. You should read them closely.

The Board of County Commissioners has examined this disclosure statement to determine whether the subdivider can fulfill what subdivider has said in this disclosure statement. However, the Board of County Commissioners does not vouch for the accuracy of what is said in this disclosure statement. In addition, this disclosure statement is not a recommendation or endorsement of the subdivision by either the County or the State. It is informative only.

The Board of County Commissioners recommends that you inspect the property before buying, leasing or otherwise acquiring it.

**If you have not inspected the parcel before purchasing, leasing or otherwise acquiring it, you have six (6) months from the time of purchase, lease or other acquisition to personally inspect the property. After inspecting the parcel within the six (6) month period, you have three (3) days to rescind the transaction and receive all your money back from the subdivider when merchantable title is vested in the subdivider. To rescind the transaction, you must give the subdivider written notice of your intent to rescind within three (3) days after the date of your inspection of the property. (Section 47-6-23, NMSA 1978).**

County regulations require that any deed, real estate contract, lease or other instrument conveying an interest in a parcel in the subdivision be recorded with the County Clerk.

**Building permits, wastewater permits or other use permits must be issued by the proper government officials before improvements are constructed. You should investigate the availability of such permits before you purchase, lease, or otherwise acquire an interest in the land. You should also determine whether such permits are requirements for construction of additional improvements before you occupy the property.**

**1. NAME OF SUBDIVISION**

(name of subdivision); (date of all approval resolutions)

Route 66 Energy Storage Array

**2. NAME AND ADDRESS OF SUBDIVIDER**

(name and address of subdivider)

Boulevard Associates, LLC (700 Universe Blvd., Juno Beach, FL 33408);  
D. Patrick McCullough (905 Parkway Dr., St. Paul, MN 55117)

**3. NAME AND ADDRESS OF PERSON IN CHARGE OF SALES, LEASING OR OTHER CONVEYANCE IN NEW MEXICO**

(name, address and telephone number of person in charge of sales, leasing or other conveyance)

Boulevard Associates, LLC as Agent for D. Patrick McCullough

**4. SIZE OF SUBDIVISION BOTH PRESENT AND ANTICIPATED**

Present  
(number of parcels)

1

(number of acres in subdivision)

450

Anticipated  
(number of parcels)

2

(number of acres in subdivision)

17.66

**5. SIZE OF LARGEST PARCEL OFFERED FOR SALE, LEASE OR CONVEYANCE WITHIN THE SUBDIVISION**

(size of largest parcel in acres)

n/a

**6. SIZE OF SMALLEST PARCEL OFFERED FOR SALE, LEASE OR CONVEYANCE WITHIN THE SUBDIVISION**

(size of smallest parcel in acres)

n/a

**7. PROPOSED RANGE OF PRICES FOR SALES, LEASES OR OTHER CONVEYANCES**

(\$=lowest amount)

n/a

(size of parcel sold, leased or conveyed)

n/a

(\$=highest amount)

n/a

(size of parcel sold, leased or conveyed)

n/a

**8. FINANCING TERMS**

(interest rate); (term of loan or contract); (minimum down payment); (service charges and/or escrow fees); (premium for credit life or other insurance if it is a condition for giving credit); (closing costs); (any other information required by the Truth in Lending Act and Regulation Z if not set forth above).

n/a

**9. NAME AND ADDRESS OF HOLDER OF LEGAL TITLE**

(name and current address of person who is recorded as having legal title); (if any of the holders of legal title named above is a corporation, list the names and addresses of all officers of that corporation)

D. Patrick McCullough (905 Parkway Dr., St. Paul, MN 55117)

**10. NAME AND ADDRESS OF PERSON HAVING EQUITABLE TITLE**

(name and current address of person who is recorded as having equitable title) (if any of the holders of equitable title named above is a corporation, list the names and addresses of all officers of that corporation)

n/a

**11. CONDITION OF TITLE**

Include at least the following information where applicable; (number of mortgages); (name and address of each mortgagee); (balance owing on each mortgage); (summary of release provisions of each mortgage); (number of real estate contracts on the divided land for which the subdivider is making payments as a purchaser); (name and address of each person holding a real estate contract as owner of the subdivided land for which the subdivider is making payments as a purchaser); (balance owing on each real estate contract); (summary of default provisions of each real estate contract); (summary of release provisions of each real estate contract); (statement of any other encumbrances on the land); (statement of any other conditions relevant to the state of title).

D. Patrick McCullough possesses fee simple absolute Title, which shall be conveyed to Boulevard Associates in the same condition.

**12. STATEMENT OF ALL RESTRICTIONS OF RESERVATIONS OF RECORD THAT SUBJECT THE SUBDIVIDED LAND TO ANY CONDITIONS AFFECTING ITS USE OR OCCUPANCY**

(list all deed and plat restrictions, restrictive covenants, zoning requirements, etc. affecting the subdivided land)

n/a

**13. ESCROW AGENT**

(name and address of escrow agent) (statement of whether or not the subdivider has any interest in or financial ties to the escrow agent)

N/A

**14. UTILITIES**

(name of entity providing electricity, if available)

Socorro Electric Cooperative, Inc.

(estimated monthly cost per parcel)

n/a

(name of entity providing gas service, if available)

n/a

(estimated monthly cost)

n/a

(name of entity providing water, if available)

(estimated monthly cost)

<u>n/a</u>	<u>n/a</u>
(name of entity providing telephone service, if available)	(estimated monthly cost)
<u>n/a</u>	<u>n/a</u>
(name of entity providing liquid waste disposal, if available)	(estimated monthly cost)
<u>n/a</u>	<u>n/a</u>
(name of entity providing solid waste disposal, if available)	(estimated monthly cost)
<u>n/a</u>	<u>n/a</u>

**15. INSTALLATION OF UTILITIES:**

State with specificity the person or entity which bears the cost of installation, and the date of any proposed installation.

(electricity)	(date)
<u>N/A</u>	<u>                    </u>
(gas)	(date)
<u>N/A</u>	<u>                    </u>
(water)	(date)
<u>N/A</u>	<u>                    </u>
(telephone)	(date)
<u>N/A</u>	<u>                    </u>
(liquid waste disposal)	(date)
<u>N/A</u>	<u>                    </u>
(solid waste disposal)	(date)
<u>N/A</u>	<u>                    </u>

**16. UTILITY LOCATION**

(list documents describing exact location of all easements); (if all utilities are to be provided to each parcel in the subdivision, please state here); (if utilities are to be provided to some but not all parcels in the subdivision, state which utilities will be provided to each parcel).

See attached Survey depicting utility location

(state whether each utility will be above ground or underground)

	Above Ground	Underground
Electricity	<u>                    </u>	<u>                    </u>
Gas	<u>                    </u>	<u>                    </u>
Water	<u>                    </u>	<u>                    </u>
Telephone	<u>                    </u>	<u>                    </u>
Liquid Waste Disposal	<u>                    </u>	<u>                    </u>

**17. WATER AVAILABILITY**

(describe the maximum annual water requirements of the subdivision including water for indoor and outdoor domestic uses as if the land were fully developed and occupied); (describe the availability and sources of water to meet the subdivisions maximum annual water requirements); (describe the means of water delivery within the subdivision); (describe any limitations and restrictions on water use in the subdivision); (summarize the provisions of any covenants or other restrictions requiring the use of water saving fixtures and other water conservation measures); (describe what measures, if any, will be employed to monitor or restrict water use in the subdivision); (estimate monthly cost of water or well maintenance); (estimate cost of well installation).

N/A--Applicant will supply own water via water transport system.

**18. FOR SUBDIVISIONS WITH COMMUNITY WATER SYSTEMS (if applicable)**

(name and address of entity providing water); (source of water and means of delivery); (summary of any legal restrictions on either indoor or outdoor usage); (statement that individual wells are prohibited, if such is the case).

N/A

**19. FOR SUBDIVISIONS WITH INDIVIDUAL DOMESTIC WELLS OR SHARED WELLS (if applicable)**

(state whether wells will be provided by the subdivider or by the prospective purchaser/ lessee/conveyee); (wells are provided by purchaser/lessee/conveyee, state the estimated cost to complete a domestic well, including driller, pressure tank, control devices, storage and treatment facilities); (if wells are provided by the subdivider, state the cost, if any to the purchaser/lessee/ conveyee); (summary of legal restrictions on either indoor or outdoor usage); (average depth to groundwater and the minimum and maximum well depths to be reasonably expected); (recommended total depth of well); (estimated yield in gallons per minute of wells completed to recommended total depth.

N/A

**20. LIFE EXPECTANCY OF WATER SUPPLY**

(state the life expectancy of each source of water supply for the subdivision under full development of the subdivision)

N/A

**21. SURFACE WATER\***

\*Not applicable where subdivider intends to provide water for domestic use.

(provide a detailed statement the source and yield of the surface water supply and any restrictions to which the surface water supply is subject)

N/A

**22. NEW MEXICO STATE ENGINEER'S OPINION ON WATER AVAILABILITY**

Include here the approved summary of the opinion received by the Board of County Commissioners from the New Mexico State Engineer regarding: (whether or not the subdivider can furnish water sufficient in quantity to fulfill the maximum annual water requirements of the subdivision, including water for indoor and outdoor domestic uses); (whether or not the subdivider can fulfill the proposals in this disclosure statement concerning water, excepting water quality)

N/A

**23. WATER QUALITY**

(describe the quality of water in the subdivision available for human consumption); (describe any quality that would make the water unsuitable for use within the subdivision); (state each maximum allowable water quality parameter that has been exceeded and the name of the element, compound or standard that has exceeded that parameter)

N/A



24. **N.M. ENVIRONMENT DEPARTMENT'S OPINION ON WATER QUALITY**  
(include here the approved summary of the opinion received by the Board of County Commissioners from the New Mexico Environment Department on: (whether or not the subdivider can furnish water of an acceptable quality for human consumption and measures to protect the water supply from contamination in conformity with state regulations); (whether or not the subdivider can fulfill the water quality proposal made in this disclosure statement))  
N/A
- 
25. **LIQUID WASTE DISPOSAL**  
(describe the precise type of liquid waste disposal system that is proposed and that has been approved by the appropriate governmental agency for use within the subdivision)  
N/A
- 
- NOTE: NO LIQUID WASTE DISPOSAL SYSTEM MAY BE USED IN THIS SUBDIVISION OTHER THAN A SYSTEM APPROVED OR USE IN THIS SUBDIVISION IN THIS SUBDIVISION BY THE NEW MEXICO ENVIRONMENT DEPARTMENT**
26. **N.M. ENVIRONMENT DEPARTMENT'S OPINION ON LIQUID WASTE DISPOSAL**  
(include here the approved summary of the opinion received by the Board of County Commissioners from the N.M. Environment Department on: (whether there are sufficient liquid waste disposal facilities to fulfill the requirements of the subdivision in conformity with state regulations); (whether or not the subdivider can fulfill the liquid waste proposals made in this disclosure statement))  
N/A
- 
27. **SOLID WASTE DISPOSAL**  
(describe the means of solid waste(including the permitted landfill) that is proposed for use within the subdivision); (state the monthly cost for solid waste collection and disposal); (state all available solid waste collectors with capacity to serve the subdivision)  
N/A
- 
28. **N.M. ENVIRONMENT DEPARTMENT'S OPINION ON SOLID WASTE DISPOSAL**  
(include here the approved summary of the opinion received by the Board of County Commissioners from the N.M. Environment Department on: (whether there are sufficient solid waste disposal facilities to fulfill the requirements of the subdivision in conformity with state regulations); (whether or not the subdivider can fulfill the solid waste proposals made in this disclosure statement))  
N/A
- 
29. **TERRAIN MANAGEMENT**  
(describe the suitability for residential use of the soils in the subdivision as defined in the Natural Resource Conservation District's soil survey for Cibola County); (describe any measures necessary for overcoming soil and topographic limitations, and who will be responsible for implementing these measures); (identify by lot and block numbers all parcels within the subdivision that are subject to flooding); (identify by lot and block numbers all parcels within the subdivision located in whole or in part on slopes in excess of 8%); (describe the surface drainage for all lots in the subdivision); (describe the subsurface drainage for all lots in the subdivision); (describe the nature, location and completion dates of all storm drainage systems constructed or required to be constructed in the subdivision)  
N/A
- 
30. **NATURAL RESOURCE CONSERVATION DISTRICTS OPINION ON TERRAIN MANAGEMENT**  
(include here the approved summary of the opinion received by the Board of County Commissioners from the Soil & Water Conservation District on: (whether or not the subdivider can furnish terrain management sufficient to protect against flooding, inadequate drainage and soil erosion); (whether or not the subdivider can satisfy the terrain management proposals made in this disclosure statement))

N/A

**31. SUBDIVISION ACCESS**

(name of town nearest to subdivision); (distance from nearest town to subdivision and the route over which that distance is computed); (describe access roads to subdivision); (state whether or not subdivision is accessible by conventional vehicle); (state whether or not subdivision is ordinarily accessible at all times of the year and under all weather conditions); (describe the width and surfacing of all roads within the subdivision); (state the required road for the subdivision); (state whether the roads within the subdivision have been accepted for maintenance by the County and identify the acceptance documents); (if the roads within the subdivision have not been accepted for maintenance by the County, state how the roads will be maintained and describe lot owners' responsibilities and obligations with respect to road maintenance).

Nearest town: San Fidel (~1.5 miles); Highway 124 to Private Road (privately maintained dirt road).

Accessible by conventional vehicle year-around and in all types of weather.

**32. MAINTENANCE**

(state whether the roads and other infrastructure improvements within the subdivisions will be maintained by the County, the subdivider or an association of lot owners, and what measures have been taken to make sure that maintenance takes place); (identify any documents of acceptance for maintenance or creation of association)

Private Road--N/A

**33. STATE HIGHWAY DEPARTMENT'S OPINION ON ACCESS**

(Include here the approved summary of the opinion received by the Board of County Commissioners from the State Department of Transportation on; (whether or not the subdivider can fulfill the state highway access requirements for the subdivision in conformity with state regulations); (whether or not the subdivider can satisfy the access proposal made in this disclosure statement)

Access Permit from State Highway Department has been approved and obtained.

**34. CONSTRUCTION GUARANTEES (if applicable)**

(describe any proposed roads, drainage structures, water treatment facilities or other improvements that will not be completed before parcels in the subdivision are offered for sale); (describe all performance bonds, or other collateral securing the completion of each proposed improvement)

N/A

**NOTE: UNLESS THERE IS SUFFICIENT BOND, OR OTHER ADEQUATE COLLATERAL TO SECURE THE COMPLETION OF PROPOSED IMPROVEMENTS, IT IS POSSIBLE THAT THE PROPOSED IMPROVEMENTS WILL NOT BE COMPLETED. CAUTION IS ADVISED.**

**35. ADVERSE OR UNUSUAL CONDITIONS**

(state any activities or conditions adjacent to or nearby the subdivision, such as feed lots, dairies, cement plants or airports, that would subject the subdivided land to any unusual conditions affecting its use or occupancy)

N/A

**36. ARCHAEOLOGICAL SITES AND UNMARKED HUMAN BURIALS**

(state the results of any archaeological survey and environmental assessment); (describe the general locations of any sites within the subdivision)

None.

**37. RECREATION FACILITIES**

(describe all recreation facilities, actual and proposed in the subdivision); (state the estimated date of completion of each proposed recreational facility); (state whether or not there are any bonds, or other collateral securing the construction of each proposed recreational facility and describe any such bond, or other collateral)

N/A

**38. FIRE PROTECTION**

(distance to nearest fire station from subdivision); (route over which that distance is computed); (state whether the fire department is full-time or volunteer); (state source and quantity of water available for fire suppression in the subdivision)

Cubero Fire Department (~5.2 miles). Accessed via Water Canyon Rd to Cubero Loop to NM 124.  
The source of the water is the Cibola County water system.

**39. POLICE PROTECTION**

(list the various police units that have jurisdiction and will patrol the subdivision)

Cibola County Sheriff

**40. PUBLIC SCHOOLS**

(name of and distance to nearest public elementary school serving the subdivision); (name of and distance to nearest public junior high or middle school serving the subdivision); (name of and distance to nearest public high school serving the subdivision)

N/A

**41. HOSPITALS**

(name of nearest hospital); (distance to nearest hospital and route over which that distance is computed); (number of beds in nearest hospital)

Cibola General Hospital (~16.8 miles) via Interstate 40.

**42. SHOPPING FACILITIES**

(description of nearest shopping facilities including number of stores); (distance to nearest shopping facilities and route over which that distance is computed)

N/A

**43. PUBLIC TRANSPORTATION**

(describe all public transportation that serves the subdivision on a regular basis)

N/A

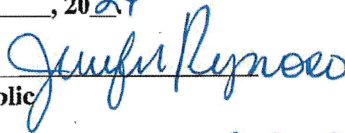
SIGNED



DATED

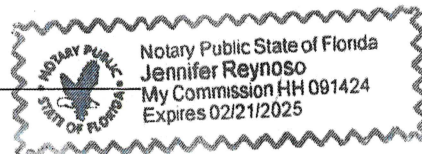
This Disclosure Statement was SUBSCRIBED AND SWORN to before me on this 17 day  
of April, 2024

Notary Public



My Commission Expires:

2-21-25



(describe all recreation facilities, actual and proposed in the subdivision); (state the estimated date of completion of each proposed recreational facility); (state whether or not there are any bonds, or other collateral securing the construction of each proposed recreational facility and describe any such bond, or other collateral)

N/A

**38. FIRE PROTECTION**

(distance to nearest fire station from subdivision); (route over which that distance is computed); (state whether the fire department is full-time or volunteer); (state source and quantity of water available for fire suppression in the subdivision)

Cubero Fire Department (~5.2 miles). Accessed via Water Canyon Rd to Cubero Loop to NM 124.  
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Cibola County Sheriff

**40. PUBLIC SCHOOLS**

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N/A

**41. HOSPITALS**

(name of nearest hospital); (distance to nearest hospital and route over which that distance is computed); (number of beds in nearest hospital)

Cibola General Hospital (~16.8 miles) via Interstate 40.

**42. SHOPPING FACILITIES**

(description of nearest shopping facilities including number of stores); (distance to nearest shopping facilities and route over which that distance is computed)

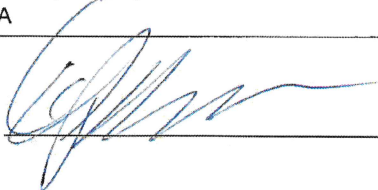
N/A

**43. PUBLIC TRANSPORTATION**

(describe all public transportation that serves the subdivision on a regular basis)

N/A

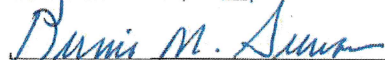
SIGNED



DATED

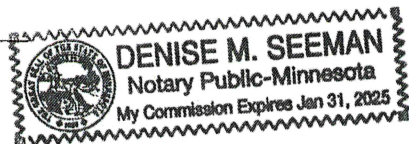
5/1/2024

This Disclosure Statement was SUBSCRIBED AND SWORN to before me on this 1<sup>st</sup> day of May, 2024

  
Notary Public

My Commission Expires:

1-31-25



(describe all recreation facilities, actual and proposed in the subdivision); (state the estimated date of completion of each proposed recreational facility); (state whether or not there are any bonds, or other collateral securing the construction of each proposed recreational facility and describe any such bond, or other collateral)

N/A

**38. FIRE PROTECTION**

(distance to nearest fire station from subdivision); (route over which that distance is computed); (state whether the fire department is full-time or volunteer); (state source and quantity of water available for fire suppression in the subdivision)

Cubero Fire Department (~5.2 miles). Accessed via Water Canyon Rd to Cubero Loop to NM 124.  
The source of the water is the Cibola County water system.

**39. POLICE PROTECTION**

(list the various police units that have jurisdiction and will patrol the subdivision)

Cibola County Sheriff

**40. PUBLIC SCHOOLS**

(name of and distance to nearest public elementary school serving the subdivision); (name of and distance to nearest public junior high or middle school serving the subdivision); (name of and distance to nearest public high school serving the subdivision)

N/A

**41. HOSPITALS**

(name of nearest hospital); (distance to nearest hospital and route over which that distance is computed); (number of beds in nearest hospital)

Cibola General Hospital (~16.8 miles) via Interstate 40.

**42. SHOPPING FACILITIES**

(description of nearest shopping facilities including number of stores); (distance to nearest shopping facilities and route over which that distance is computed)

N/A

**43. PUBLIC TRANSPORTATION**

(describe all public transportation that serves the subdivision on a regular basis)

N/A

SIGNED

Mahesh P. Maheshwari

DATED

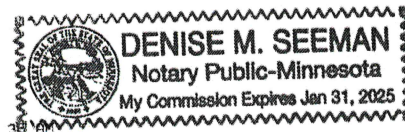
5/1/2024

This Disclosure Statement was SUBSCRIBED AND SWORN to before me on this 1<sup>st</sup> day of May, 2024

Denise M. Seeman  
Notary Public

My Commission Expires:

1-31-25





## CIBOLA COUNTY SUBDIVISION REGULATIONS APPLICATION FOR SUMMARY REVIEW PLAT APPROVAL

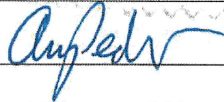
### INSTRUCTIONS

Print or type clearly. Use additional sheets if necessary. All required attachments shall be submitted with this application form. Incomplete or inaccurate applications may delay decision dates. The completed application package must be submitted to the appropriate County staff person, by the subdivider or a designated agent and shall be in compliance with the requirements of the Cibola County Subdivision Regulations. Each application must be accompanied by the required administrative fee.

### APPLICANT INFORMATION

1. Subdivider Name, Address and Phone Number  
Boulevard Associates, LLC (700 Universe Blvd., Juno Beach, FL 33408) as Agent for D. Patrick McCullough (905 Parkway Dr., St. Paul, MN 55117)

Signature



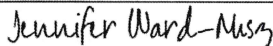
Date

4-17-24

2. Engineer/Surveyor Name, Address and Phone Number

Jennifer Ward-Nusz (15 Smith Rd, Ste. 2000, Midland, TX 79705. P: 432-699-9040)

Signature



April 17, 2024

Date

1B732658F222452

### SUBDIVISION INFORMATION

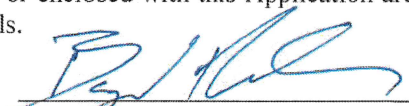
3. Location of Subdivision (attach map if necessary) Please see attached plat.
4. This is a Type Three      Five XX Subdivision (check one), requiring type Private roads.
5. Number of lots: 1; Total acreage: 17.66 acres; Size of smallest lot: 17.66 acres
6. Municipal planning and platting jurisdiction (if applicable): N/A

### SUPPLEMENTAL INFORMATION

7. If it is determined by the County to be necessary, attach an improvement agreement to ensure completion of required improvements.
8. All affidavits, certificates, permits and statements required for summary review plats as defined by the Cibola County Subdivision Regulations shall be attached to this application.
9. The original drawing and required number of copies of the summary review plat map shall be attached to this application.
8. The final disclosure statement shall be attached to this application.
9. The County Assessor's Account number(s) for the parcel or parcels. Parcel No: R10711;  
Alt Parcel No.: 2042059132264

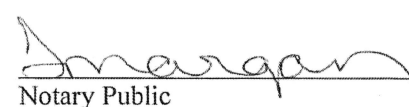
12. Parcel tracking sheet setting out property taxes paid in advance

I certify that the information provided by me in this Application for Summary Plat Approval is true and correct and that all documents attached to or enclosed with this Application are originals or true, complete and correct copies of the originals.

  
Signature

This Application for Summary Plat Approval was SUBSCRIBED AND SWORN to before me on

10 May, 2024.

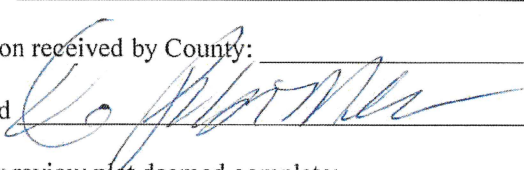
  
Notary Public

My Commission Expires:

6 - 26 - 24

STATE OF NEW MEXICO  
NOTARY PUBLIC  
TAMMY L. MORGAN  
COMMISSION # 1128974  
EXPIRES JUNE 26, 2024

\*\*\*\*\*  
PROCEDURAL INFORMATION (to be completed by County Staff)

11. Date of pre-application conference \_\_\_\_\_  
Signed \_\_\_\_\_
12. Date application received by County: \_\_\_\_\_ (fee paid? \_\_\_\_\_)  
Signed  \_\_\_\_\_
13. Date summary review plat deemed complete: \_\_\_\_\_  
Signed \_\_\_\_\_
14. Date of public meeting before the Subdivision Review Committee :  
\_\_\_\_\_
15. Date summary review plat filed with County Clerk: \_\_\_\_\_

12. Parcel tracking sheet setting out property taxes paid in advance

I certify that the information provided by me in this Application for Summary Plat Approval is true and correct and that all documents attached to or enclosed with this Application are originals or true, complete and correct copies of the originals.

[Signature]  
Signature

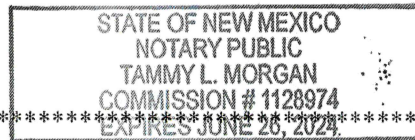
This Application for Summary Plat Approval was SUBSCRIBED AND SWORN to before me on

10 May, 2024.

[Signature]  
Notary Public

My Commission Expires:

06-26-2024



\*\*\*\*\*  
PROCEDURAL INFORMATION (to be completed by County Staff)

11. Date of pre-application conference \_\_\_\_\_

Signed \_\_\_\_\_

12. Date application received by County: \_\_\_\_\_ (fee paid? \_\_\_\_\_)

Signed Marilyn A. McCullough

13. Date summary review plat deemed complete: \_\_\_\_\_

Signed \_\_\_\_\_

14. Date of public meeting before the Subdivision Review Committee :

\_\_\_\_\_

15. Date summary review plat filed with County Clerk: \_\_\_\_\_



MODRALL SPERLING

L A W Y E R S

January 26, 2024

Re. Appointment of Agent on Behalf of Mr. Patrick McCullough

To Whom it May Concern:

This letter sets forth my authorization for Boulevard Associates, LLC, its agents and representatives, and the Modrall Sperling Law Firm, through Bayard Roberts (collectively "Agents"), to act as agents for me and on my behalf for the purpose of applying for and seeking a subdivision of my land pursuant to the Cibola County Subdivisions Regulations. I consent to and authorize the Agents to sign and file permits, applications, and other necessary material, as well as meet with any County officials and appear at any necessary public hearings on my behalf. I further authorize any third parties to disclose to the Agents any information relevant to the land use permits, approvals, decisions, etc. and to provide relevant documents, when issued, directly to Agents.

By:

DocuSigned by:  
  
35F893C47DC8484...

Name: D. Patrick McCullough

Date: January 26, 2024



MODRALL SPERLING

L A W Y E R S

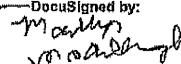
February <sup>8</sup>\_\_\_\_, 2024

Re. Appointment of Agent on Behalf of Mrs. Marlys McCullough

To Whom it May Concern:

This letter sets forth my authorization for Boulevard Associates, LLC, its agents and representatives, and the Modrall Sperling Law Firm, through Bayard Roberts (collectively "Agents"), to act as agents for me and on my behalf for the purpose of applying for and seeking a subdivision of my land pursuant to the Cibola County Subdivisions Regulations. I consent to and authorize the Agents to sign and file permits, applications, and other necessary material, as well as meet with any County officials and appear at any necessary public hearings on my behalf. I further authorize any third parties to disclose to the Agents any information relevant to the land use permits, approvals, decisions, etc. and to provide relevant documents, when issued, directly to Agents.

By:

DocuSigned by:  
  
801E0F3D21FB4E4

Name: Marlys McCullough

Date: February 8, 2024







# 10b. New Business

## Resolution 24-30

Cibola County Health Council as Official Health  
Council Per County and Tribal Health Councils  
Act



## **CIBOLA COUNTY RESOLUTION #2024-30**

### **A RESOLUTION RECOGNIZING THE CIBOLA COUNTY HEALTH COUNCIL AS THE OFFICIAL HEALTH COUNCIL FOR THE PURPOSES OUTLINED IN THE COUNTY AND TRIBAL HEALTH COUNCILS ACT.**

**WHEREAS**, in 2019, the New Mexico Legislature repealed the Maternal and Child Health Plan Act and enacted the County and Tribal Health Councils Act, §24-1J-1 through 24-1J-6 NMSA 1978, as amended; and

**WHEREAS**, the purpose of County and Tribal Health Councils are to improve the health of New Mexicans by encouraging the development of comprehensive, community-based health planning councils to identify and address local health needs and priorities; and

**WHEREAS**, the Act requires the Board of County Commissioners of a county or leadership of a tribe to recognize only a single health council for its jurisdiction; and

**WHEREAS**, a board shall recognize only a county or tribal health council whose members represent a diverse spectrum of community interests, including individuals and public, private, and nonprofit entities, and

**WHEREAS**, the health council shall be responsible for conducting all activities as required by the Act, and its amendments, and

**WHEREAS**, the NM Department of Health shall ensure long-term viability of health councils, provide training and other support, administer funding, and adopt and promulgate rules as necessary to carry out the purposes of the Act to health councils, and

**WHEREAS**, the Cibola County Health Council has operated since the early 1990's in Cibola County under the Maternal and Child Health Plan Act and has continued under the County and Tribal Health Councils Act,

**WHEREAS**, to avoid duplicative health assessment and planning efforts, the health council and other community agencies will partner to conduct health assessment and planning efforts; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CIBOLA COUNTY BOARD OF COUNTY COMMISSIONERS**, that the Cibola County Community Health Council is recognized as the health council for the jurisdiction of Cibola County for the purpose of fulfilling requirements of the County and Tribal Health Councils Act.

Resolution #2024-30 Passed, approved, and adopted this 23 day of May 2024

**CIBOLA COUNTY COMMISSION**  
**COUNTY/JURISDICTION, NEW MEXICO**

---

Christine Lowery, Chair

---

Ralph Lucero, 1<sup>st</sup> Vice-Chair

---

Daniel J. Torrez, 2<sup>nd</sup> Vice-Chair

---

Martha Garcia, Member

---

Robert Windhorst, Member

[SEAL)

---

Michelle E. Dominguez, Cibola County Clerk





## Cibola County Data

### NM Human Services 2022 Data

**Poverty Rate:** NM 18.6 Cibola County 25.5 4<sup>th</sup> highest in NM.  
**Per Capita Income:** NM \$46,333 Cibola \$32,755 the lowest of all 33 Counties  
**Children Raised by Grandparents 2020:** NM 10% Cibola 19.5 % (Highest in NM)

### NM DOH State of Mental Health 2022

**Thought about Attempting Suicide Age 18+:** NM 6.9% Cibola 8.4%(Med-High Range)  
**Depressive Disorders Age 18+:** NM 17.4% Cibola 20.8% (High Range)

NM has the 4<sup>th</sup> Highest Rates of Suicide of all US states

### NM Substance Use Epidemiology Profile Aug 2022

**Amphetamine Overdose based on ED visits** NM rate 10 Cibola 44.9 per 100,000 (Highest)  
**Alcohol Related Chronic Disease Deaths per 100,000** NM 39.8 Cibola 62.7  
**Youth Current Marijuana Use 9<sup>th</sup> to 12 grade** NM 27.7% Cibola 42%

## COMMUNITY PARTNERS

*City of Grants (Grants Police, Library, Grants Rec, Grants Fire)*  
*Grants Cibola County Schools*  
*Cibola County (DWI, Sheriff's Dept.)*  
*Cibola General Hospital*  
*Presbyterian Medical Services*  
*Pueblo of Acoma Health & Human Services*  
*JD 13 Treatment Court*  
*YDI Youth Development Inc.*  
*Dept. of Health*

*Roberta's Place*  
*NMSU-Grants*  
*Presbyterian Health Care Services*  
*Several Community Citizens*  
*The Way, The Truth & The Life Ministries*  
*PMS Cibola County Home Visiting*  
*NM DOH & Cibola County DOH*  
*Office of School & Adolescent Health*  
*NM Alliance of Health Councils*

### Additional Cross Systems Collaborators

Children Youth & Family Department  
 Juvenile Probation & Parole  
 Cibola County Correctional Center

13<sup>th</sup> Judicial District Attorney's Office  
 Adult Probation

## Strategies to Address Behavioral Health



### • Increase Access by:

Marketing resources available, Encourage well-checkups, Assist with Medicare/Medicaid Applications, Research Funding and Resources to start up School-Based Health Centers, Increase Telehealth, Research Transportation Options & Improvements,

### • Raise Awareness and Reduce Stigma by:

Public Awareness Campaign, Social Marketing & Media Messages, Host Community Events, Conduct Trainings for Community Service Providers.

### • Increase Community Engagement & Coordinated Networks Working Together by:

Building a Strong & Diverse Behavioral Health Taskforce, Engage Representatives Across Sectors, Use Community Data to Identify Needs, Conduct Focus Groups & Forums, Establish Goals, Priorities & a Plan of Action.



2024



## VISION:

Working together for a safer, healthier, and more equitable Cibola County.

## PRIORITIES

*Behavioral Health ..... Substance Misuse  
Education*

## MISSION:

To strengthen a network of community partnerships working to promote, advocate and improve the health and well-being of all residents in Cibola County.

## OBJECTIVES

- Planning- Recognized as a community health planning and information hub.
- Develop a Diverse and Growing Membership.
- Conduct Health Assessments to Identify Strengths, Needs, and Resources.
- Monitoring Progress Toward Achieving Outcomes.
- Respond to Emerging Issues.
- Take Action for Community Improvements.
- Advocate for needed Policy Change.
- Identify and Secure Resources.

## Behavioral Health Goals:

1. **Increase access** to high quality, culturally appropriate, convenient, and affordable behavioral health services.
2. **Raise awareness** and **reduce stigma** related to mental health disorders.
3. **Increase coordinated networks** working together .

## Successes

- Reviewed Community Data
- Develop and Implement Community Health Improvement Plan
- Strengthen Community Partnerships
- Leveraged over \$3 million dollars since 2001

## CONTACT INFORMATION:

Laura Jaramillo – PH#505-287-0120  
[lauraj5424@gmail.com](mailto:lauraj5424@gmail.com)



# 10c. New Business

## Resolution 24-31

FY25 Interim Budget

**Cibola County Commission**

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

**Cibola County**  
700 E. Roosevelt Ave., Suite 50  
Grants, New Mexico 87020  
Phone (505) 287-9431 – Fax (505) 285-5434



Kate Fletcher  
County Manager

**Resolution No. 2024-31**

**2024-2025 INTERIM OPERATING BUDGET RESOLUTION**

**For the Fiscal Year Ending June 30, 2025**

**WHEREAS**, the Board of Commissioners for the County of Cibola of the State of New Mexico, has developed an interim operating budget for fiscal year 2024-2025; and

**WHEREAS**, the interim operating budget was developed on the basis of need and through cooperation with all Elected Officials and Department Managers, and;

**WHEREAS**, it is the opinion of the Board of Commissioners that the proposed interim operating budget meets the requirements as currently determined for fiscal year 2024-2025.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS of the COUNTY OF CIBOLA, STATE OF NEW MEXICO, ex officio COUNTY BOARD OF FINANCE**, hereby adopts and approves the interim operating budget hereinafter described as Attachment "2024-31A" and respectfully requests approval from the Local Government Division of the Department of Finance and Administration of the State of New Mexico.

**PASSED, APPROVED and ADOPTED** by the governing body at a regular meeting on the 23rd day of May 2024.

**THE BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Dr. Christine Lowery, Chairman

\_\_\_\_\_  
Ralph Lucero, 1<sup>st</sup> Vice-Chair

\_\_\_\_\_  
Daniel J. Torrez, 2<sup>nd</sup> Vice-Chair

\_\_\_\_\_  
Martha Garcia, Commissioner


\_\_\_\_\_  
Robert Windhorst, Commissioner

**ATTEST:**

\_\_\_\_\_  
Michelle E Dominguez, County Clerk



## Cibola County FY2024-2025 Interim Budget

 <b>Active Funds</b>	<b>Projected Beginning Cash Balance</b>	<b>Beginning Investments</b>	<b>Revenues</b>	<b>Transfers</b>	<b>Expenditures</b>	<b>Ending Cash &amp; Investments</b>
101 - INVESTMENT FUND	\$0.00	\$5,700,000.00	\$250,000.00	\$0.00	\$0.00	\$5,950,000.00
401 - GENERAL FUND	\$4,700,000.00	\$0.00	\$11,056,105.46	(\$1,165,846.00)	(\$10,089,527.53)	\$4,500,731.93
402 - ROAD	\$1,000,000.00	\$0.00	\$1,343,675.00	\$443,186.00	(\$2,786,861.00)	\$0.00
403 - FARM & RANGE	\$0.00	\$0.00	\$9,500.00	\$19,500.00	(\$29,000.00)	\$0.00
406 - INDIGENT	\$550,000.00	\$0.00	\$605,005.00	\$0.00	(\$1,155,005.00)	\$0.00
407 - SAN RAFAEL VFD	\$200,000.00	\$0.00	\$223,452.00	(\$111,726.00)	(\$156,082.00)	\$155,644.00
408 - BLUEWATER VFD	\$120,000.00	\$0.00	\$111,726.00	(\$25,720.00)	(\$106,937.00)	\$99,069.00
409 - LOBO CANYON VFD	\$280,000.00	\$0.00	\$0.00	\$111,726.00	(\$234,540.00)	\$157,186.00
413 - LAGUNA EMS	\$5,675.00	\$0.00	\$11,147.00	\$0.00	(\$16,822.00)	\$0.00
415 - PINEHILL EMS	\$10,585.22	\$0.00	\$0.00	\$0.00	(\$10,467.30)	\$117.92
416 - FENCE LAKE VFD	\$570,000.00	\$0.00	\$67,393.00	\$0.00	(\$603,355.00)	\$34,038.00
418 - CANDY KITCHEN VFD	\$350,000.00	\$0.00	\$136,552.00	(\$38,209.00)	(\$443,877.00)	\$4,466.00
419 - LAGUNA VFD	\$1,016,500.00	\$0.00	\$404,340.00	\$0.00	(\$1,023,340.00)	\$397,500.00
416 - FENCE LAKE EMS	\$0.00	\$0.00	\$14,200.00	\$0.00	(\$14,200.00)	\$0.00
424 - CUBERO VFD	\$470,000.00	\$0.00	\$101,085.00	(\$13,798.00)	(\$350,739.00)	\$206,548.00
425 - CUBERO EMS	\$6,500.00	\$0.00	\$8,511.00	\$0.00	(\$8,511.00)	\$6,500.00
427 - EL MORRO VFD	\$500,000.00	\$0.00	\$67,393.00	(\$4,229.00)	(\$444,416.00)	\$118,748.00
428 - SUPERIOR AMBULANCE	\$7.55	\$0.00	\$51,856.45	\$0.00	(\$51,864.00)	\$0.00
429-CIBOLA ADMIN EMS	\$1.90	\$0.00	\$33,478.00	\$0.00	(\$33,479.90)	\$0.00
430 - LAGUNA VFD - VALENCIA STATION	\$81,565.00	\$0.00	\$105,553.00	\$0.00	(\$105,550.00)	\$81,568.00
435 - CONSOLIDATED DISPATCH	\$90,000.00	\$0.00	\$1,151,171.00	\$365,854.00	(\$1,607,025.00)	\$0.00
438 - DWI GRANT	\$69,000.00	\$0.00	\$118,928.00	\$0.00	(\$118,928.00)	\$69,000.00
439 - DWI DISTRIBUTION	\$200,000.00	\$0.00	\$324,735.00	\$0.00	(\$324,735.00)	\$200,000.00
475 - COUNTY FIRE PROTECTION	\$1,600,000.00	\$0.00	\$263,730.00	\$0.00	(\$579,347.00)	\$1,284,383.00
500 - CLERK RECORDING/FILING	\$100,000.00	\$0.00	\$30,000.00	\$0.00	(\$79,100.00)	\$50,900.00
569 - 2014A BOND INCOME FUND	\$0.00	\$0.00	\$1,213,058.00	(\$642,187.00)	(\$570,871.00)	\$0.00
570 - 2014B BOND INCOME FUND	\$0.00	\$0.00	\$1,907,380.00	(\$1,140,054.00)	(\$767,326.00)	\$0.00
575 - NMFA LOANS	\$0.00	\$360,000.00	\$20,000.00	\$322,048.00	(\$322,048.00)	\$380,000.00
604 - FIRE MARSHAL	\$84,300.00	\$0.00	\$106,585.00	(\$13,286.00)	(\$159,077.00)	\$18,522.00
605 - LAW ENFORCEMENT PROTECTION	\$0.00	\$0.00	\$125,000.00	(\$20,000.00)	(\$105,000.00)	\$0.00
606 - NMDOT LOCAL GOV. TRANS. GRANT	\$119,000.00	\$0.00	\$0.00	\$30,200.00	(\$149,200.00)	\$0.00
607 - QUARTZ HILL PROJECT	\$145,500.00	\$0.00	\$420,478.35	(\$120,500.00)	(\$445,478.35)	\$0.00
614 - DETENTION CENTER	\$0.00	\$0.00	\$3,469,805.00	\$1,825,771.00	(\$5,295,576.00)	\$0.00
620 - 1% REAPPRAISAL FUND	\$63,000.00	\$0.00	\$62,000.00	\$0.00	(\$57,277.00)	\$67,723.00
646 - LG ABATEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
647 - LATCF GRANT	\$5,411,336.00	\$0.00	\$0.00	\$0.00	(\$5,411,336.00)	\$0.00
648 - TPF COUNTY ROAD GRANTS FUND	\$2,562,811.00	\$0.00	\$1,900,000.00	\$177,270.00	(\$4,640,081.00)	\$0.00
649 - AMERICAN RESCUE PLAN ACT	\$1,124,758.00	\$0.00	\$0.00	\$0.00	(\$1,087,928.00)	\$36,830.00
651 - CAPITAL OUTLAY PROJECTS	\$0.00	\$0.00	\$670,000.00	\$0.00	(\$670,000.00)	\$0.00
<b>TOTALS=</b>	<b>\$21,430,539.67</b>	<b>\$6,060,000.00</b>	<b>\$26,383,842.26</b>	<b>\$0.00</b>	<b>(\$40,054,907.08)</b>	<b>\$13,819,474.85</b>

ATTEST:

Clerk

Date





# 10d. New Business

## Resolution 24-32

FY24 Budget Adjustment #7

**Cibola County Commission**

Christine Lowery, Chair  
Ralph Lucero, 1<sup>st</sup> Vice-Chair  
Daniel J. Torrez, 2<sup>nd</sup> Vice-Chair  
Martha Garcia, Commissioner  
Robert Windhorst, Commissioner

**Cibola County**  
**700 E. Roosevelt Ave., Suite 50**  
Grants, New Mexico 87020  
Phone (505) 287-9431 – Fax (505) 285-5434



**Resolution No. 2024-32 BAR #7**

**Fiscal Year 2024**

**WHEREAS,** the Board of County Commissioners of the County of Cibola is the duly constituted governing body of the County and serves *ex officio* as the County Board of Finance with authority for establishing, monitoring, and adjusting the County's budget; and

**WHEREAS,** budget adjustments are required to establish correct beginning cash balances; allow for new transfers; to allow for budget increases and decreases to revenues and expenditures to offset any unanticipated revenues and/or expenditures; and to correct amounts when required; and

**WHEREAS,** the budget adjustments and the associated line items with amounts stated on the attached, Schedule of Budget Adjustments 2024-32A is essential.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS of the COUNTY OF CIBOLA, STATE OF NEW MEXICO, ex officio COUNTY BOARD OF FINANCE** that the adjustments included in this document are deemed necessary to the operations of the County for the 2024 fiscal year ending June 30, 2024.

**PASSED, APPROVED and ADOPTED** by the governing body at a regular meeting on the 23rd day of May, 2024.

**THE BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Dr. Christine Lowery, Chair

\_\_\_\_\_  
Ralph Lucero, 1<sup>st</sup> Vice-Chair

**ATTEST:**

\_\_\_\_\_  
Daniel J. Torrez, 2<sup>nd</sup> Vice-Chair

\_\_\_\_\_  
Michelle E Dominguez, County Clerk

\_\_\_\_\_  
Martha Garcia, Commissioner

\_\_\_\_\_  
Robert Windhorst, Commissioner

ENTITY NAME: Cibola County  
FISCAL YEAR: FY 2023-24  
RESOLUTION #: 2024-32  
BAR SCHEDULE: 2024-32A

TYPE OF BAR LOCAL (L) OR STATE (S)	COUNTY  DEPARTMENT	REVENUE EXPENDITURE  TRANSFER (TO or FROM)	CIBOLA COUNTY  ACCOUNT#	DESCRIPTION  OF ACCOUNT	APPROVED  BUDGET	ADJUSTMENT	ADJUSTED  BUDGET	PURPOSE
S	GF	Revenue	101-23-360-18000	Income on Investments	\$250,000.00	\$25,000.00	\$275,000.00	Increase revenues to actuals
S	Bluewater	Revenue	408-30-300-56000	Bluewater	\$105,900.00	\$5,850.00	\$111,750.00	Increase revenues to actuals
S	1% Reappraisal	Revenue	620-40-300-57600	Fee Collections	\$45,000.00	\$30,000.00	\$75,000.00	Increase revenues to actuals
S	Detention	Revenue	614-85-380-30100	Care of Prisoners--Municipality	\$150,000.00	\$120,000.00	\$270,000.00	Increase revenues to actuals
S	Cubero VFD	Transfer In	424-020-499-09604	From 604 to 424	\$0.00	\$18,810.00	\$18,810.00	Cubero grant posted in 604 inadvertently
S	Fire Marshal	Transfer Out	604-018-499-90424	From 604 to 424	\$0.00	\$18,810.00	\$18,810.00	Cubero grant posted in 604 inadvertently

218,470.00

ATTEST: \_\_\_\_\_

County Clerk

Board Chairman

Date



# 10e. New Business

## Resolution 24-33

FY 2026-2030 ICIP



# ICIP

WHAT IS AN ICIP?

WHY IS THE ICIP IMPORTANT?

WHAT SHOULD AN ICIP PROJECT DO?

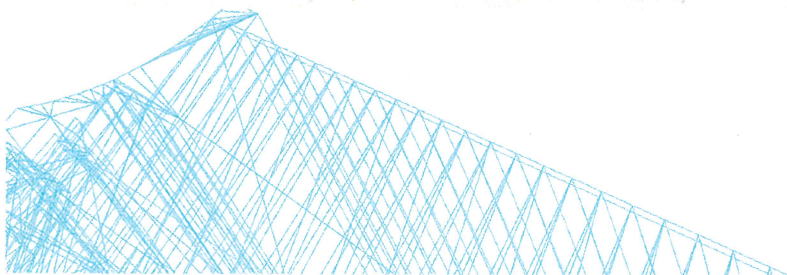
FISCAL YEAR 2026-2030 DEADLINES AND  
SUBMISSION

WHO SHOULD PARTICIPATE IN THE ICIP?





# WHAT IS AN ICIP?





# AN ICIP IS.....

A PLAN THAT ESTABLISHES PLANNING PRIORITIES  
FOR ANTICIPATED CAPITAL PROJECTS

COVERS A 5-YEAR FISCAL PERIOD FY 2026-2030  
(JULY 1, 2025-JUNE 30, 2030)

DEVELOPED, UPDATED AND SUBMITTED  
ANNUALLY TO LOCAL GOVERNMENT DEPT. (LGD)

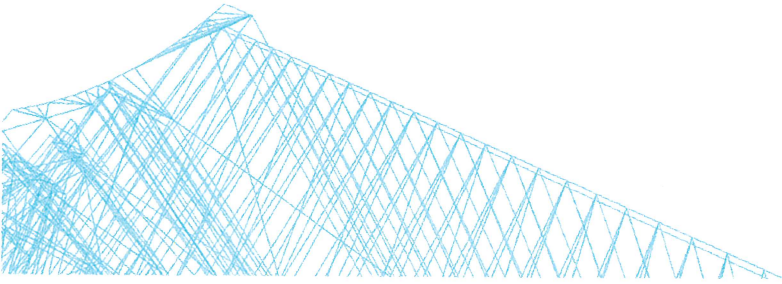


**AN ICIP IS NOT.....**

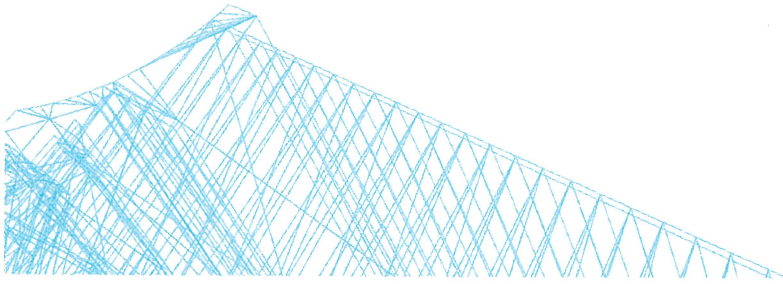
**WISH LIST**

**FUNDING APPLICATION**

**FUNDING SOURCE**







**WHY IS AN  
ICIP  
IMPORTANT?**

❖ **ESTABLISHES  
PRIORITIES**

❖ **INCREASES  
FUNDING  
OPPORTUNITIES**





# ESTABLISHES PRIORITIES

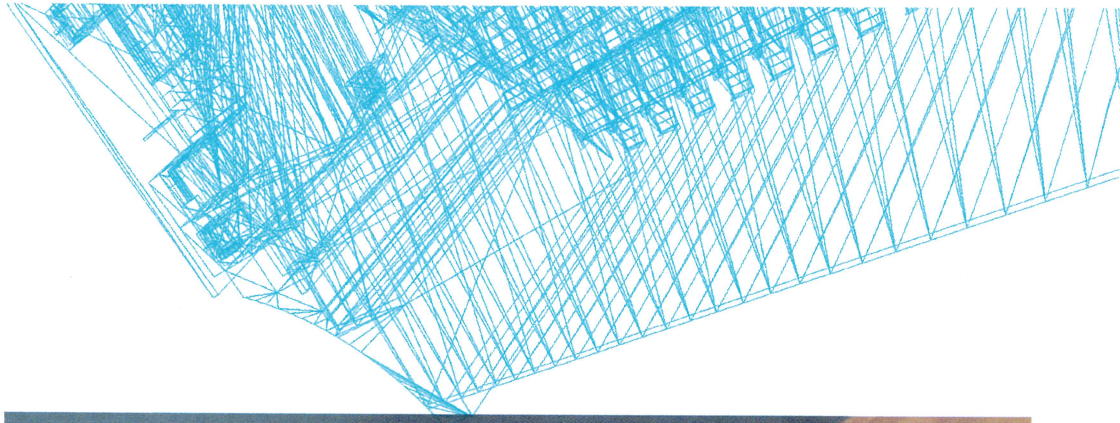
The ICIP is a tool to showcase your entities priority projects

Focus on critical need projects

Encourages Planning



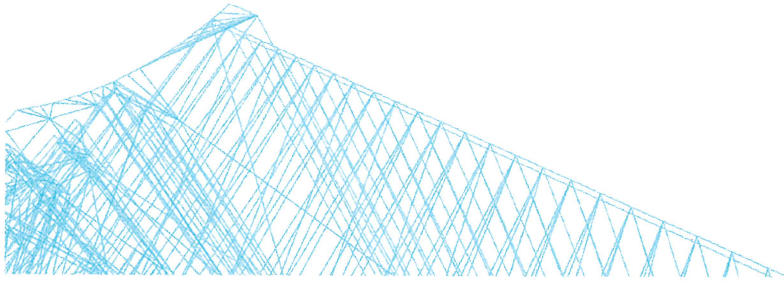
NEW MEXICO - EST. 1905



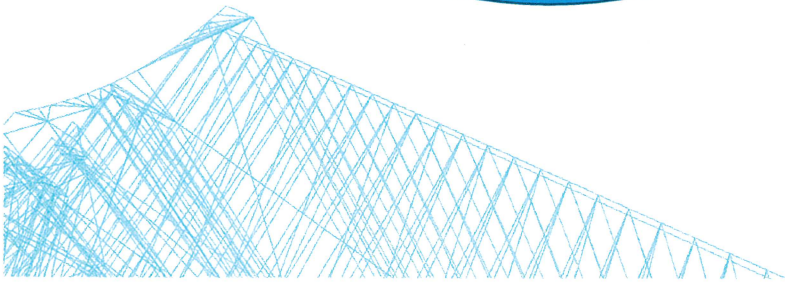


# INCREASE FUNDING OPPORTUNITIES

- PARTICIPATION IN THE ICIP IS STRONGLY ENCOURAGED
- FUNDING AGENCIES UTILIZE THE ICIP IN MANY WAYS
- THE GOVERNOR'S OFFICE USES THE ICIP PUBLICICATION WHEN VETTING PROJECTS







WHAT  
SHOULD AN  
ICIP PROJECT  
DO?

AN ICIP PROJECT  
SHOULD.....



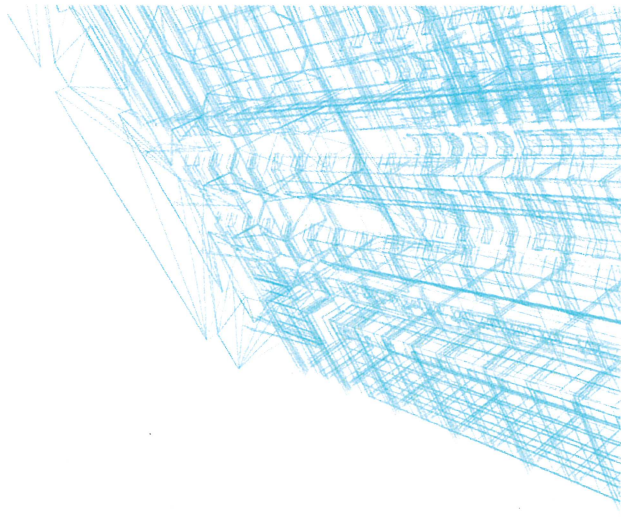
# AN ICIP PROJECT SHOULD

CREATE A NEW FIXED ASSET OR;

ENHANCE AN EXISTING FIXED  
ASSET;

HAVE A LIFE EXPECTANCY OF AT  
LEAST 10 YEARS

BE READY TO PROCEED





AN ICIP PROJECT  
SHOULD ALSO.....

HAVE A GOOD ESTIMATE

COST OVER \$10,000

IDENTIFY FUNDING  
SOURCES

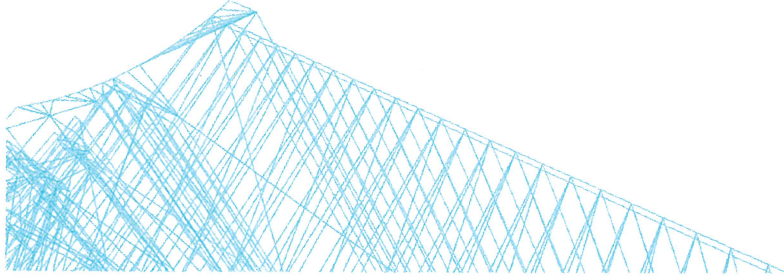
REGIONALIZE

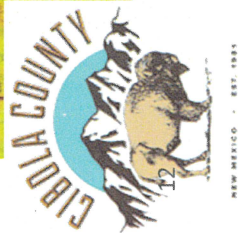




# WHO SHOULD PARTICIPATE IN THE ICIP

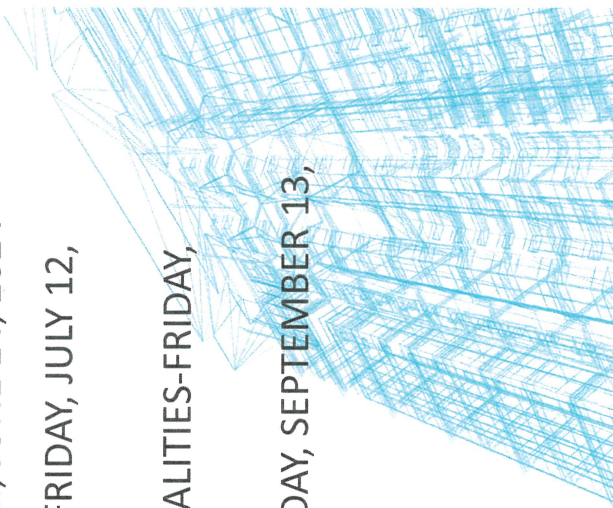
- SPECIAL DISTRICTS-WHICH INCLUDE: MUTUAL DOMESTIC WATER CONSUMER ASSOCIATIONS, ACEQUIAS, LAND GRANTS, UTILITY, FLOOD CONTROL, AND FIRE DISTRICTS
- TRIBAL GOVERNMENTS-PUEBLOS, NATIONS, AND TRIBES
- COUNTIES AND MUNICIPALITIES-ALL 33 COUNTIES AND OVER 100 MUNICIPALITIES SUBMIT AN ICIP EACH YEAR
- SENIOR CITIZEN FACILITIES-ALL SENIOR CITIZEN FACILITIES SHOULD SUBMIT AN ICIP SEPARATELY FROM THEIR LOCAL GOVERNMENT ENTITY. SO, THE STATE CAN ATTEMPT TO GAIN A FULL ASSESSMENT OF INFRASTRUCTURE NEEDS FOR EACH FACILITY.



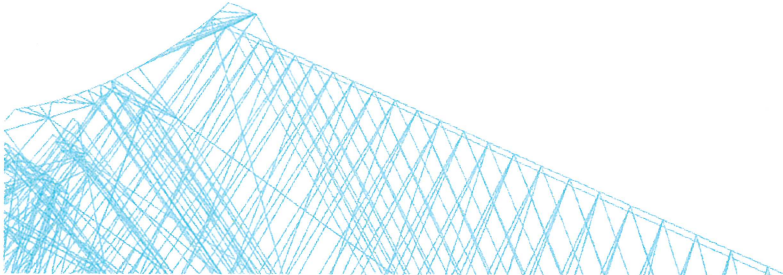


# NEW DEADLINES FOR THIS FY 2026-2030 ICIP:

- SENIOR CITIZEN FACILITIES-WEDNESDAY, MAY 15, 2024
- SPECIAL DISTRICTS-FRIDAY, JUNE 14, 2024
- TRIBAL GOVERNMENTS-FRIDAY, JULY 12, 2024
- COUNTIES AND MUNICIPALITIES-FRIDAY, JULY 12, 2024
- FINAL PUBLICATION-FRIDAY, SEPTEMBER 13, 2024







# CIBOLA COUNTY PRIORITIES LAST YEAR:2025-2029

Project Title	Project Year	Rank
CR 5 - 'Moquino Road' Bridge & Road Improvements	2025	1
Broadband Infrastructure	2025	2
CR-1-Marquez Road Bridge and Road Improvements	2025	3
Public Safety Multi Purpose Training Facility	2025	4
Above Ground Fuel Tanks	2025	5
Digital Radio System for Public Safety	2025	6
Purchase and Install Emergency Generator	2025	7
Heavy Road Maintenance Equip	2025	8
Zuni Mountain Trails-Quartz Hill	2026	1
CR 34-Drainage and Other Road Improvements	2026	2
Sheriff & 1st Responder Vehicles and Equip	2027	1
Improvements to La Mosca Road	2027	2
Milan Industrial Park Development	2027	3
Substance Abuse Center	2028	1
Zuni Mountain Trails Project-Bluewater Trail	2028	2
CR 24 - Elkins Road Improvements	2028	3
Transitional Housing Center	2029	1
CR 42 - Back Country Byway Improvements	2029	2
Zuni Mountain Trails-Ojo Redondo Trail	2029	3



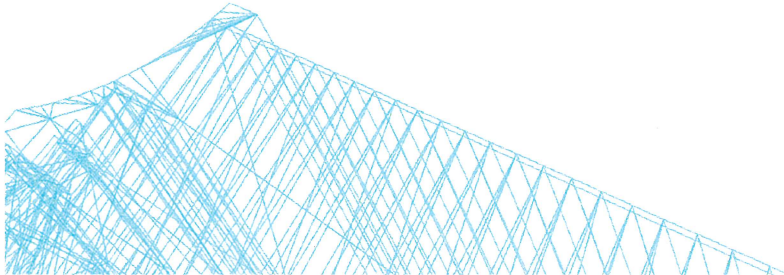


# ANY QUESTIONS ICIP

Judy Horacek

Email- [judy.horacek@co.cibola.nm.us](mailto:judy.horacek@co.cibola.nm.us)

Phone-505-285-2557



**Cibola County Commission**

Daniel J. Torrez, Chairman  
Martha Garcia, 1<sup>st</sup> Vice-Chair  
Christine Lowery, 2<sup>nd</sup> Vice-Chair  
Ralph Lucero, Commissioner  
Robert Windhorst, Commissioner

**Cibola County**  
**700 E. Roosevelt Ave., Suite 50**  
Grants, New Mexico 87020  
Phone (505) 287-9431 – Fax (505) 285-5434



**Kate Fletcher**  
County Manager

---

**Resolution 24-33**

**A RESOLUTION**

**ADOPTING AN INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP)**

**Whereas**, the County of Cibola recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

**Whereas**, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

**Whereas**, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

**Whereas**, this process contributes to local and regional efforts in project identification and selection in short and long-range capital planning efforts

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Cibola County, New Mexico that:

1. Cibola County has adopted the attached FY 2026-2030 Infrastructure Capital Improvements Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution 23-32.

**THE BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Dr. Christina Lowery, Chairman

\_\_\_\_\_  
Ralph Lucero, 1<sup>st</sup> Vice-Chair

\_\_\_\_\_  
Daniel Torrez, 2<sup>nd</sup> Vice-Chair

**ATTEST:**

\_\_\_\_\_  
Michelle E Dominguez, County Clerk

\_\_\_\_\_  
Martha Garcia, Commissioner

\_\_\_\_\_  
Robert Windhorst, Commissioner



NEW MEXICO DEPARTMENT OF  
**FINANCE & ADMINISTRATION**

**ICIP - Projects List**

[Home](#)

[Entity Profile](#)

[Projects](#)

[Help](#)

[Print Summary](#)

[Insert New Project](#)

Page 1 of 1

Entity Code	Agency/Local Government	Project Title	Project Year	Rank	Project ID
<a href="#">33000</a>	Cibola County	CR-8 Drainage, & Road Improv.	2026	001	42410
<a href="#">33000</a>	Cibola County	Digital Radio System for Public Safety	2026	002	35095
<a href="#">33000</a>	Cibola County	Sheriff & 1st Responder Vehicles and Equip	2026	003	17392
<a href="#">33000</a>	Cibola County	CR 34 - Drainage and Other Road Imp	2026	004	38679
<a href="#">33000</a>	Cibola County	CR 1 - 'Marquez Road' Bridge & Road Improvements	2026	005	17333
<a href="#">33000</a>	Cibola County	Purchase and Install Emergency Generator	2026	006	42228
<a href="#">33000</a>	Cibola County	CR 5 - 'Moquino Road' Bridge & Road Improvements	2026	007	38680
<a href="#">33000</a>	Cibola County	Above Ground Fuel Tanks	2027	001	40018
<a href="#">33000</a>	Cibola County	Public Safety Multi Purpose Training Fac.	2027	002	41162
<a href="#">33000</a>	Cibola County	Transitional Housing Center	2027	003	19759
<a href="#">33000</a>	Cibola County	Substance Abuse Center	2027	004	28060
<a href="#">33000</a>	Cibola County	Women's Shelter Facility	2027	005	42411
<a href="#">33000</a>	Cibola County	Street Lighting within Unincorp. Areas	2027	006	32929
<a href="#">33000</a>	Cibola County	CR 24 - Elkins Road Improvements	2028	001	38683
<a href="#">33000</a>	Cibola County	Health Trail	2028	002	42412
<a href="#">33000</a>	Cibola County	Broadband Infrastructure	2028	003	9567
<a href="#">33000</a>	Cibola County	Improvements to La Mosca Road	2028	004	35821
<a href="#">33000</a>	Cibola County	Zuni Mountain Trails-Quartz Hill	2029	001	33478
<a href="#">33000</a>	Cibola County	Heavy Road Maintenance Equip	2029	002	12895
<a href="#">33000</a>	Cibola County	CR 42 - Back Country Byway Improvements	2030	001	29931
<a href="#">33000</a>	Cibola County	Zuni Mountain Trails Project Bluewater Trail	2030	002	38669
<a href="#">33000</a>	Cibola County	Zuni Mountain Trails-Ojo Redondo Trail	2030	003	38663





# 10f. New Business

# Resolution 24-34

Auth Exec. of NMFA Loan

\$210,600  
CIBOLA COUNTY, NEW MEXICO  
EL MORRO VALLEY VOLUNTEER FIRE DEPARTMENT  
NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO	)	
	) ss.	DELIVERY, DEPOSIT AND
CIBOLA COUNTY	)	CROSS-RECEIPT CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Chairman, County Manager, and Finance Director of the Cibola County, New Mexico (the "Governmental Unit"):

1. On the date of this Certificate, the Governmental Unit executed and delivered, or caused to be executed and delivered, a Loan Agreement between the Governmental Unit and the New Mexico Finance Authority (the "Finance Authority"), in the aggregate principal amount of \$210,600, to the Finance Authority (the "Loan Agreement"), as authorized by Governmental Unit Resolution No. 2024-34 (the "Resolution") adopted on May 23, 2024 relating to the execution and delivery of the Loan Agreement and the Intercept Agreement. The undersigned have received \$210,600 as proceeds from the Loan Agreement, being the full purchase price therefore.

2. The proceeds of the Loan Agreement will be placed in the funds and accounts created for the deposit of such moneys under the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, each by and between the Finance Authority and BOKF, NA, as Trustee and its successors and assigns, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture, as follows:

Governmental Unit's	
Account in the Program Fund:	\$210,600.00
 Total:	 \$210,600.00

3. The proceeds of the Loan Agreement will be available to the Governmental Unit upon submittal of a Requisition Form to the Finance Authority in the form attached to the Loan Agreement as Exhibit "C" and will be used as set forth in the Resolution and the Loan Agreement.

WITNESS our hands this July 5, 2024.

CIBOLA COUNTY, NEW MEXICO

[SEAL]

By \_\_\_\_\_  
Christine Lowery, Chairman of  
the Board of County Commissioners

By \_\_\_\_\_  
Kate Fletcher, County Manager

By \_\_\_\_\_  
Paul Ludi, Finance Director

6976645



It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has, on the date of this Certificate, received from the Cibola County, New Mexico the Loan Agreement and the Intercept Agreement.

NEW MEXICO FINANCE AUTHORITY

By: \_\_\_\_\_  
Marquita D. Russel, Chief Executive Officer

6976645

\$210,600  
CIBOLA COUNTY, NEW MEXICO  
EL MORRO VALLEY VOLUNTEER DEPARTMENT  
NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO                     )  
CIBOLA COUNTY                         ) ss. GENERAL AND NO LITIGATION  
  ) CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly elected and chosen, Chairman, County Manager, and Finance Director and Attorney for Cibola County, New Mexico (the "Governmental Unit") in Cibola County, and the State of New Mexico (the "State") (provided, that the Attorney for the Governmental Unit is certifying only as to Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 20, 21, 22, 24 and 25 hereof):

Capitalized terms used in this Certificate have the same meaning as defined in Governmental Unit Resolution No. 2024-34 adopted on May 23, 2024 (the "Resolution") unless otherwise defined in this Certificate or the context requires otherwise.

1. The Governmental Unit is a political subdivision of the State and is duly organized and validly existing under and pursuant to the laws of the State, its full name being "Cibola County."
2. The Governmental Unit was established in the year 1981, Section 4-3A-1, NMSA 1978, as amended.
3. From at least March 28, 2024 (except as otherwise noted), to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Governmental Unit:

Chairman:	Christine Lowery
Vicé Chairman:	Ralph Lucero
Commissioners:	Robert Windhorst Martha Garcia Daniel Torrez
County Manager:	Kate Fletcher
Finance Director:	Paul Ludi
Attorney:	Nance Pato & Stout
County Clerk:	Michelle Dominguez

4. The population of the Governmental Unit's jurisdictional and service area is not less than seventy-five percent (75%) English speaking and is less than twenty-five percent (25%) Spanish speaking.

5. There is no reason within our knowledge, after due inquiry with respect thereto, why the Governmental Unit may not enter into the Loan Agreement and the Intercept Agreement with the New Mexico Finance Authority (the "Finance Authority"), as authorized by the Resolution.

6. The Governmental Unit has duly authorized the execution, delivery and performance of its obligations under the Loan Agreement and the Intercept Agreement. The Loan Agreement and the Intercept Agreement have been duly authorized, executed and delivered by the Governmental Unit.

7. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Loan Agreement and Intercept Agreement. No referendum petition has been filed with respect to the Resolution under the provisions of the laws, bylaws or regulations or charter of the Governmental Unit and the laws of the Governmental Unit or the State.

8. No event will result from the execution and delivery of the Loan Agreement or the Intercept Agreement that constitutes a default or an event of default under either the Loan Agreement, the Intercept Agreement or the Resolution, and no event of default and no default under the Loan Agreement, the Intercept Agreement or the Resolution has occurred and is continuing on the date of this Certificate.

9. The Governmental Unit has duly authorized and approved the consummation by it of all transactions and has complied with all requirements and satisfied all conditions, which are required by the Loan Agreement and the Intercept Agreement to have been authorized, approved, performed or consummated by the Governmental Unit at or prior to the date of this Certificate. The Governmental Unit has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution, the Loan Agreement and the Intercept Agreement.

10. A. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan Agreement or the Intercept Agreement or to any of the actions required to be taken by the Resolution, the Loan Agreement or the Intercept Agreement on or prior to the date of this Certificate have been obtained and are in full force and effect; and

B. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the financing of the Project have been obtained and are in full force and effect.

11. None of the following does or will conflict with, or constitute a breach by the Governmental Unit of, or default by the Governmental Unit under any law, court decree or order,



governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound:

- A. The Governmental Unit's adoption of the Resolution; or
- B. Any action contemplated by or pursuant to the Resolution, the Loan Agreement, or the Intercept Agreement.

12. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Governmental Unit or the Pledged Revenues since the date of the Resolution.

13. To the best of our knowledge and belief, after due inquiry with respect thereto, none of the events of default referred to in Article X of the Loan Agreement has occurred.

14. Subsequent to the adoption of the Resolution, the Governmental Unit has not pledged or otherwise encumbered the Pledged Revenues. On the date of this Certificate there are no other outstanding obligations with a lien or encumbrance against the Pledged Revenues senior to or on a parity with the lien of the Loan Agreement except as set forth in the Term Sheet attached as Exhibit "A" to the Loan Agreement.

15. The Loan Agreement prohibits the Governmental Unit from issuing any bonds or other obligations with a lien on Pledged Revenues senior to the lien thereon of the Loan Agreement on the Pledged Revenues. The Loan Agreement permits the Governmental Unit to issue additional bonds or other obligations with a lien on the Pledged Revenues on a parity with or subordinate to the lien of the Loan Agreement on the Pledged Revenues upon satisfaction of the conditions set forth in the Loan Agreement.

16. There is no threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, at law or in equity, by or before any court, public board or body, nor to the Governmental Unit's knowledge is there any basis therefor, affecting the existence of the Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Governmental Unit pledged or to be pledged to pay the principal, premium, if any, and interest on the Loan Agreement, or in any way materially adversely affecting or questioning: (a) the territorial jurisdiction of the Governmental Unit; (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the Finance Authority associated with the administration of its public projects revolving fund loan program; (c) the validity or enforceability of the Loan Agreement, the Intercept Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement, the Intercept Agreement or the Resolution; (d) the execution and delivery of the Loan Agreement or the Intercept Agreement; or (e) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement, the Intercept Agreement or the Resolution.

17. The Governmental Unit has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Governmental Unit contained in the Loan Agreement and in the Resolution are true and correct as of the date hereof.

18. The Governmental Unit is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest except that no representation is made with respect to industrial revenue bonds or conduit bonds payable solely from installment sale or lease payments, loan repayments or other amounts received by the Governmental Unit from private entities.

19. To the best of our knowledge and belief, neither the Chairman, City Manager, Finance Director, any member of the Governing Body, nor any other officer, employee or other agent of the Governmental Unit is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

20. Regular meetings of the Governing Body have been held at 700 East Roosevelt, Suite 50, Grants, New Mexico 87020, New Mexico, the principal meeting place of the Governing Body.

21. The Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Governing Body in connection with the Loan Agreement. Open Meetings Act Resolution No. 24-05, as adopted and approved by the Governing Body on January 25, 2024, establishes notice standards as required by Sections 10-15-1 through 10-15-4, NMSA 1978. Open Meetings Act Resolution No. 24-05 has not been amended or repealed. All action of the Governing Body with respect to the Loan Agreement, the Intercept Agreement and the Resolution was taken at meetings held in compliance with Open Meetings Act Resolution No. 24-05.

22. The *Cibola Citizen* is a legal newspaper which maintains an office and is of general circulation in the Governmental Unit's jurisdictional and service area.

23. The Pledged Revenues from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded, and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed the coverage requirement of one hundred and twenty-five percent 125% of the maximum Aggregate Annual Debt Service Requirement.

24. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

25. The Chairman and County Clerk, on the date of the signing of the Loan Agreement and the Intercept Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Governmental Unit authorized to execute such agreements.

26. The Governmental Unit understands that Sutin, Thayer & Browne A Professional Corporation represents the Finance Authority in this Loan and the Governmental Unit has had the opportunity to consult other counsel in connection with the Loan.

27. This Certificate is for the benefit of the Finance Authority.

28. This Certificate may be executed in counterparts.

[Signature page follows]



WITNESS our hands and the seal of the Governmental Unit this 5<sup>th</sup> day of July, 2024.

CIBOLA COUNTY, NEW MEXICO

By \_\_\_\_\_  
Christine Lowery, Chairman of  
the Board of County Commissioners

By \_\_\_\_\_  
Paul Ludi, Finance Director

By \_\_\_\_\_  
Kate Fletcher, County Manager

[SEAL]

APPROVED:

Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 20, 21, 22, 24 and 25 are approved and confirmed.

NANCE, PATO & STOUT, LLC

By \_\_\_\_\_  
Adren Nance, Esq., Attorney for the  
Cibola County, New Mexico

## INTERCEPT AGREEMENT

This INTERCEPT AGREEMENT is made and entered into July 5, 2024, by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), a public body politic and corporate constituting a governmental instrumentality separate and apart from the State of New Mexico (the "State") under the laws of the State and the CIBOLA COUNTY, NEW MEXICO, a political subdivision duly organized and existing under the laws of the State (the "Governmental Unit").

### W I T N E S S E T H:

WHEREAS, Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, authorized the creation of the Finance Authority within the State to assist in financing the cost of public projects of participating qualified entities, including the Governmental Unit, such as the acquisition of a new firefighting apparatus and related equipment for use by the Governmental Unit and the El Morro Valley Volunteer Fire Department; and

WHEREAS, pursuant to Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, and Sections 4-62-1 through 4-62-10 for county, NMSA 1978, as amended (collectively, the "Act"), the Finance Authority and the Governmental Unit are authorized to enter into agreements to facilitate the financing of the Project as described in the Loan Agreement by and between the Finance Authority and the Governmental Unit of even date herewith (the "Loan Agreement"); and

WHEREAS, the Governmental Unit desires to acquire the Project and such acquisition is permitted under the Act; and

WHEREAS, the Finance Authority has established its Loan Program (the "Program") funded by its public project revolving fund (as defined in the Act) for the financing of infrastructure and equipment projects upon the execution of the Loan Agreement and the assignment of loan agreements to a trustee (the "Trustee"); and

WHEREAS, the Governmental Unit desires to borrow \$210,600 from the Program for the purpose of financing the acquisition of the Project, which Loan is to be governed by this Intercept Agreement and by the Loan Agreement; and

WHEREAS, the Act confers upon the Finance Authority the authority to loan funds to the Governmental Unit to finance the Project, and Section 59A-53-7, NMSA 1978, as amended, authorizes the Governmental Unit to direct that its distribution of State Fire Protection Fund Revenues (the "Pledged Revenues") from the State Treasurer (the "Distributing State Agency") be paid to the Finance Authority or its assignee, to secure payments under the Loan Agreement;

NOW THEREFORE, the parties hereto agree:

Unless otherwise defined in this Intercept Agreement and except where the context by clear implication otherwise requires, capitalized terms used in this Intercept Agreement shall have for all purposes of this Intercept Agreement the meanings assigned thereto in the Loan Agreement and the Indenture, as defined in the Loan Agreement.

Section 1. Authorization to the Finance Authority. The Governmental Unit hereby recognizes that the Finance Authority has made a Loan to the Governmental Unit in the amount of \$210,600 to finance the acquisition of the Project. Pursuant to the Loan Agreement and this Intercept Agreement, the Loan and all Loan Agreement Payments on the Loan made by or on behalf of the Governmental Unit shall be collected by the Finance Authority and remitted to the Trustee. All payments due on the Loan from the Pledged Revenues shall be paid by the Distributing State Agency to the Finance Authority or its designee, on behalf of the Governmental Unit, from scheduled distributions of the Pledged Revenues in accordance with the Intercept Schedule attached hereto as Exhibit "A" (the "Intercept Schedule") if fire or law enforcement, add:, or shall be made from special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues).

This Intercept Agreement shall be deemed a written certification, authorization and request by the Governmental Unit to the Distributing State Agency to pay to the Finance Authority, on behalf of the Governmental Unit, sums shown on the Intercept Schedule from periodic distributions of the Pledged Revenues pursuant to Section 59A-53-7, NMSA 1978, as amended, or from special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues) to insure compliance with the Loan Agreement and repayment of the Loan. Upon written notice to the Distributing State Agency from the Finance Authority, the amount of the Pledged Revenues to be paid to the Finance Authority shall be increased from the amounts shown on Exhibit "A" to defray any delinquencies in the Finance Authority Debt Service Account or Loan Agreement Reserve Account, if any, established for the Governmental Unit. Any accumulation of the Pledged Revenues in an amount in excess of the next Loan Agreement Payment and the Loan Agreement Reserve Requirement, if any, shall be redirected by the Finance Authority to the benefit of the Governmental Unit on a timely basis as provided in Section 5.2 of the Loan Agreement.

To the extent applicable and to the extent that the Pledged Revenues are insufficient to meet the debt service requirements due on the Loan and other Parity Obligations (as defined in the Loan Agreement) now or hereafter issued or incurred, the amounts intercepted under this Intercept Agreement shall be applied to allow partial payment on a pro-rata basis of the debt service due and owing on the Loan Agreement and other Parity Obligations.

Section 2. Term; Amendments. This Intercept Agreement will remain in full force and effect from its effective date as herein provided until such time as the Loan made pursuant to the Loan Agreement and this Intercept Agreement have been paid in full. Nothing herein shall be deemed in any way to limit or restrict the Governmental Unit from issuing its own obligations, providing its own program or participating in any other program for the financing of public projects which the Governmental Unit may choose to finance. This Intercept Agreement may be amended only by written instrument signed by the parties hereto.

Section 3. Authorization. The execution and performance of the terms of this Intercept Agreement have been authorized and approved by Resolution No. 2024-34, passed and adopted on May 23, 2024 by the Governing Body of the Governmental Unit, which Resolution is in full force and effect on the date hereof.



Section 4. Severability of Invalid Provisions. If any one or more of the provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be deemed separable from the remaining provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 5. Counterparts. This Intercept Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6. Further Authorization. The Governmental Unit agrees that the Finance Authority shall do all things necessary or convenient to the implementation of the Program to facilitate the Loan to the Governmental Unit.

Section 7. Effective Date. This Intercept Agreement shall take effect on the Closing Date of the Loan.

Section 8. Initial Intercept Date. As indicated on the Intercept Schedule, the periodic distribution of the Pledged Revenues that is to be intercepted by the Distributing State Agency under the terms of this Intercept Agreement consist of Pledged Revenues due to the Governmental Unit distributed in in the Fiscal Year ending June 30, 2026.

Section 9. Final Intercept Date. Once the Loan has been fully paid off and satisfied, Finance Authority shall provide written notice to the Distributing State Agency to discontinue the interception of the Governmental Unit's Pledged Revenues.

[Remainder of page left intentionally blank]

[Signature page follows]

IN WITNESS WHEREOF, the parties to this Intercept Agreement have caused their names to be affixed hereto by the proper officers thereof as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By \_\_\_\_\_  
Marquita D. Russel, Chief Executive Officer

CIBOLA COUNTY, NEW MEXICO

By: \_\_\_\_\_  
Christine Lowery, Chairman of  
the Board of County Commissioners

[SEAL]

ATTEST:

By \_\_\_\_\_  
Michelle Dominguez, County Clerk

Acknowledged:

By \_\_\_\_\_  
Randy Varela, State Fire Marshal

Date \_\_\_\_\_

**EXHIBIT "A"**

INTERCEPT SCHEDULE

CIBOLA COUNTY, NEW MEXICO

Fiscal Year Ending June 30  Payment Dates	Pledged Revenues	Annual Amount
2026	The distribution of State Fire Protection Fund Revenues to Cibola County and the District, pursuant to Section 59A-53-7, NMSA 1978, which distributions are made periodically by the State Treasurer.	\$18,593.66
2027		\$18,915.86
2028		\$18,966.02
2029		\$19,023.02
2030		\$19,086.14
2031		\$19,112.16
2032		\$19,112.92
2033		\$19,112.14
2034		\$19,112.72
2035		\$19,112.50
2036		\$19,112.36
2037		\$19,112.16
2038		\$19,112.76

6976647

\$210,600

LOAN AGREEMENT

dated

July 5, 2024

by and between the

NEW MEXICO FINANCE AUTHORITY

and the

CIBOLA COUNTY, NEW MEXICO

Certain interests of the New Mexico Finance Authority under this Loan Agreement may be assigned to BOKF, NA as trustee under the Indenture, as defined in Article I of this Loan Agreement.



## LOAN AGREEMENT

THIS LOAN AGREEMENT dated July 5, 2024 is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), and the CIBOLA COUNTY, NEW MEXICO (the "Governmental Unit"), a political subdivision duly organized and existing under the laws of the State of New Mexico (the "State").

### WITNESSETH:

WHEREAS, the Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly Section 6-21-1 et seq., NMSA 1978, as amended (the "Finance Authority Act"); and

WHEREAS, one of the purposes of the Finance Authority Act is to implement a program to permit qualified entities, such as the Governmental Unit, to enter into agreements with the Finance Authority to facilitate financing of public projects; and

WHEREAS, the Governmental Unit is a political subdivision duly organized and existing under and pursuant to the laws of the State and is a qualified entity under the Finance Authority Act; and

WHEREAS, the Governing Body of the Governmental Unit, has determined that it is in the best interests of the Governmental Unit and its residents that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan from the Finance Authority to finance the costs of purchasing a new firefighting apparatus and related equipment as more fully described on the Term Sheet attached hereto as Exhibit "A"; and

WHEREAS, the Act authorizes the Governmental Unit to use the Pledged Revenues to finance the Project and to enter into this Loan Agreement; and

WHEREAS, the Finance Authority has determined that the Project is important to the overall capital needs of the residents of the State and that the Project will directly enhance the health and safety of the residents of the Governmental Unit; and

WHEREAS, the Governmental Unit is a disadvantaged qualified entity within the meaning of Section 8(B)(4)(a) of the Finance Authority's Amended and Restated Rules and Regulations Governing the Public Project Revolving Fund Program.

WHEREAS, the Governmental Unit has entered into the Intercept Agreement by and between the Finance Authority and the Governmental Unit whereby the Pledged Revenues due to the Governmental Unit from the Distributing State Agency are intercepted by the Finance Authority, or the Trustee, as its assignee, to make payments due under this Loan Agreement; and

WHEREAS, the Finance Authority may assign and transfer this Loan Agreement to the Trustee pursuant to the Indenture; and

WHEREAS, except as described on the Term Sheet, the Pledged Revenues have not been pledged or hypothecated in any manner or for any purpose at the time of the execution and delivery of this Loan Agreement, and the Governmental Unit desires to pledge the Pledged Revenues toward the payment of this Loan Agreement; and

WHEREAS, the obligation of the Governmental Unit hereunder shall constitute a special, limited obligation of the Governmental Unit, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Governmental Unit or a charge against the general credit or ad valorem taxing power of the Governmental Unit or the State; and

WHEREAS, the execution, performance and delivery of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Governing Body pursuant to the Resolution; and

WHEREAS, the execution and performance of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Finance Authority; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

## ARTICLE I DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Loan Agreement, unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Loan Agreement, including the foregoing recitals, unless the context clearly requires otherwise.

“Act” means the general laws of the State, including Sections 4-62-1 through 4-62-10 and Sections 59A-53-1 through 59A-53-19, NMSA 1978, as amended, and enactments of the Governing Body relating to this Loan Agreement and the Intercept Agreement, including the Resolution

“Additional Payment Obligations” means payments in addition to Loan Agreement Payments required by this Loan Agreement, including, without limitation, payments required pursuant to the provisions of Article IX and Article X hereof.

“Aggregate Annual Debt Service Requirement” means the total principal, interest, and premium payments, if any, due and payable pursuant to this Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means, in the case of the Governmental Unit, Chairman, Vice Chairman, Finance Director, County Manager, and County Clerk and, in the case of the Finance Authority, the Chair, Vice-Chair and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

“Blended Interest Rate” means the rate of interest on this Loan Agreement as shown on the Term Sheet.

“Bond Counsel” means nationally recognized bond counsel experienced in matters of municipal law satisfactory to the Trustee and listed in the list of municipal bond attorneys, as published semi-annually by The Bond Buyer’s Municipal Marketplace, or any successor publication, acting as Loan Counsel to the Finance Authority.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse this Loan Agreement.

“Closing Date” means the date of execution, delivery and funding of this Loan Agreement as shown on the Term Sheet.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“District” means the El Morro Valley Volunteer Fire Department within the Governmental Unit.

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues to or on behalf of the Governmental Unit.

“Event of Default” means one or more events of default as defined in Section 10.1 of this Loan Agreement.

“Expenses” means the costs of issuance of this Loan Agreement and the Bonds, if any, and periodic and regular fees and expenses incurred by the Finance Authority in administering this Loan Agreement, including legal fees.

“Finance Authority Debt Service Account” means the debt service account established in the name of the Governmental Unit within the Debt Service Fund, as defined in the Indenture, held and administered by the Finance Authority to pay principal and interest, if any, on this Loan Agreement as the same become due.

“Fiscal Year” means the period beginning on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the duly organized Board of County Commissioners of the Governmental Unit and any successor governing body of the Governmental Unit.

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Independent Accountant” means: (i) an accountant employed by the State and under the supervision of the State Auditor; or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who (a) is, in fact, independent and not under the domination of the Governmental Unit; (b) does not have any substantial interest, direct or indirect, with the Governmental Unit; and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

“Intercept Agreement” means the Intercept Agreement, dated July 5, 2024, between the Governmental Unit and the Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of the Pledged Revenues in amounts sufficient to pay Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

“Interest Component” means the portion of each Loan Agreement Payment paid as interest on this Loan Agreement as shown on Exhibit “B” hereto.

“Loan” means the funds in the Loan Agreement Principal Amount to be loaned to the Governmental Unit by the Finance Authority pursuant to this Loan Agreement.

“Loan Agreement” means this loan agreement and any amendments or supplements hereto, including the exhibits attached to this loan agreement.

“Loan Agreement Balance” means, as of any date of calculation, the Loan Agreement Principal Amount less the aggregate principal amount paid or prepaid pursuant to the provisions of this Loan Agreement.

“Loan Agreement Payment” means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Governmental Unit as payment of this Loan Agreement as shown on Exhibit “B” hereto.

“Loan Agreement Payment Date” means each date a payment is due on this Loan Agreement as shown on Exhibit “B” hereto.

“Loan Agreement Principal Amount” means the original principal amount of this Loan Agreement as shown on the Term Sheet.

“Loan Agreement Term” means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

“NMSA” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

“Parity Obligations” means this Loan Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.



“Permitted Investments” means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following, if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody’s Investors Service, Inc., or S&P Global Ratings; and (iv) the State Treasurer’s short-term investment fund created pursuant to Section 6-10-10.1, NMSA 1978, and operated, maintained and invested by the office of the State Treasurer.

“Pledged Revenues” means revenues distributed to the Governmental Unit for the District pledged to payment of the Loan Agreement Payments pursuant to the Resolution and described on the Term Sheet.

“Principal Component” means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement as shown on Exhibit “B” hereto.

“Program Account” means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of the Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

“Project” means the project(s) described on the Term Sheet.

“Resolution” means the Governmental Unit Resolution No. \_\_\_\_\_ adopted by the Governing Body on May 23, 2024 approving this Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet.

“Term Sheet” means Exhibit “A” attached hereto.

“Trustee” means BOKF, NA, Albuquerque, New Mexico, or any successor trust company, national or state banking association or financial institution at the time appointed Trustee by Finance Authority.

“Unassigned Rights” means the rights of the Finance Authority to receive payment of administrative expenses, reports and indemnity against claims pursuant to the provisions of this Loan Agreement which are withheld in the granting clauses of the Indenture from the pledge, assignment and transfer of this Loan Agreement to the Trustee.

## ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Governmental Unit. The Governmental Unit represents, covenants and warrants:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Resolution shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Loan Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Governmental Unit or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer, agent or employee of the Governmental Unit executing this Loan Agreement shall be liable personally on this Loan Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Loan Agreement and Intercept Agreement. The Governmental Unit is a political subdivision of the State and is duly organized and existing under the statutes and laws of the State. Pursuant to the Act, as amended and supplemented from time to time, the Governmental Unit is authorized to enter into the transactions contemplated by this Loan Agreement and the Intercept Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement, the Intercept Agreement, and the other documents related to the transaction.

(d) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the proceeds of this Loan Agreement to the acquisition of the Project.

(e) Payment of Loan Agreement. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in Exhibit "B" hereto, according to the true intent and meaning of this Loan Agreement. Loan Agreement Payments are payable solely from (i) the Pledged Revenues, (ii) special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues), or (iii) the proceeds of refunding bonds or other refunding obligations which the Governmental Unit may hereafter issue in its sole discretion and which are payable from the Pledged Revenues; and nothing in this Loan Agreement shall be construed as obligating the Governmental Unit to pay Loan Agreement Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Loan Agreement, however, shall be construed as prohibiting the Governmental Unit in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(f) Acquisition and Completion of Project. The Project will consist of acquiring and completing the purchase of a new firefighting apparatus and related equipment. The

Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues. The Project complies with Sections 59A-53-1 through 59A-53-19, NMSA 1978, as amended.

(g) Necessity of Project. The acquisition of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and its residents.

(h) Legal, Valid and Binding Special Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement and the Intercept Agreement, and this Loan Agreement and the Intercept Agreement constitute legal, valid and binding special obligations of the Governmental Unit enforceable in accordance with their terms.

(i) Loan Agreement Term. The weighted average maturity of 8.294 years of the Loan Agreement does not exceed 120% of the reasonably expected life of the Project which is \_\_\_\_\_ years.

(j) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit as a whole.

(k) No Private Activity. The Governmental Unit is a "governmental unit" within the meaning of Sections 103 and 141(b)(6) of the Code. In addition, no amounts disbursed from the Program Account and used to finance the Project shall be used in the trade or business of a person who is not a "governmental unit" within the meaning of Sections 103 and 141(b)(6) of the Code.

(l) No Excess Loan Agreement Proceeds. The amount loaned to the Governmental Unit under this Loan Agreement as set forth on the Term Sheet does not exceed the sum of: (i) the cost of the Project; and (ii) an amount necessary to pay the costs related to issuance of the Bonds, if any.

(m) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement and the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement and the Intercept Agreement, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

(n) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement, including the Resolution shall be

irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

(o) Outstanding Debt. Except for the Parity Obligations, if any, described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a parity lien on the Pledged Revenues. No additional indebtedness, bonds or notes of the Governmental Unit payable on a priority ahead of the indebtedness herein authorized out of the Pledged Revenues shall be created or incurred while this Loan Agreement remains outstanding. No additional indebtedness, bonds or notes of the Governmental Unit payable on a priority ahead of the indebtedness herein authorized out of the Pledged Revenues shall be created or incurred while this Loan Agreement remains outstanding. Prior to entering into additional indebtedness to be secured by a parity lien on the Pledged Revenues, the Governmental Unit shall comply with the terms of Section 5.5 hereof and shall seek the written consent of the Finance Authority, such consent shall not be unreasonably withheld. During the term of this Loan Agreement, prior to entering into any indebtedness secured by a subordinate lien on the Pledged Revenues or a lien on any revenues of the Governmental Unit other than the Pledged Revenues, the Governmental Unit shall notify the Finance Authority in writing of such indebtedness.

(p) No Litigation. To the knowledge of the Governmental Unit, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement or the Intercept Agreement or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Governmental Unit, nor compliance by the Governmental Unit with the obligations under such agreements, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(q) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement and the Intercept Agreement, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement or the Intercept Agreement.

(r) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(s) Expected Coverage Ratio. The Pledged Revenues (giving credit for any increase in the Pledged Revenues which has received final approval of the Governing Body and become effective) from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed, one hundred twenty-five percent (125%) of the maximum Aggregate Annual Debt Service Requirement.

(t) No Extension of Interest Payments. The Governmental Unit will not extend or be a party to the extension of the time for paying any interest on this Loan Agreement.



(u) Governmental Unit's Existence. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(v) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to, annual audits, operational data required to update information in any disclosure documents used to assign or securitize the Loan Agreement Payments by issuance of Bonds by the Finance Authority pursuant to the Indenture, and notification of any event deemed material by the Finance Authority.

(w) Tax Covenants. The Governmental Unit covenants that it shall restrict the use of the proceeds of this Loan Agreement in such manner and to such extent, if any, as may be necessary so that this Loan Agreement will not constitute an arbitrage bond under Section 148 of the Code and that it shall pay any applicable rebate to the Internal Revenue Service. Authorized Officers of the Governmental Unit are hereby authorized and directed to execute an Arbitrage and Tax Certificate as may be required by the Finance Authority and such additional certificates as shall be necessary to establish that this Loan Agreement is not an "arbitrage bond" within the meaning of Section 148 of the Code and the Treasury Regulations promulgated or proposed with respect thereto, including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150 as the same currently exist, or may from time to time hereafter be amended, supplemented or revised. The Governmental Unit covenants to comply with the provisions of any such Arbitrage and Tax Certificate and the provisions thereof will be incorporated herein by reference to the same extent as if set forth herein. The Governmental Unit covenants that no use will be made of the proceeds of this Loan Agreement, or any funds or accounts of the Governmental Unit which may be deemed to be Gross Proceeds (as defined in Treasury Regulation Section 1.148-1(b)) of this Loan Agreement, which use, if it had been reasonably expected on the Closing Date, would have caused this Loan Agreement to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Governmental Unit obligates itself to comply throughout the Loan Agreement Term with the requirements of Sections 103 and 141 through 150 of the Code and the regulations proposed or promulgated with respect thereto. The Governmental Unit further represents and covenants that no bonds or other evidence of indebtedness of the Governmental Unit payable from substantially the same source as this Loan Agreement have been or will be issued, sold or delivered within fifteen (15) days prior to or subsequent to the Closing Date. The Governmental Unit hereby further represents and covenants to comply with Section 7.6 hereof, which designates this Loan Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

(x) Use of Fire Protection Fund Revenues. The Governmental Unit will take no action with respect to the Project that would constitute a violation of the terms of Sections 59A-53-7 through 59A-53-10, NMSA 1978, as the same may be amended or recompiled from time to time.

Section 2.2 Representations, Covenants and Warranties of the Finance Authority. The Finance Authority represents, covenants and warrants for the benefit of the Governmental Unit as follows:

(a) Authorization of Loan Agreement and Intercept Agreement. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and the Intercept Agreement and, by proper action, has duly authorized the execution and delivery of this Loan Agreement and the Intercept Agreement based upon the Finance Authority's findings that:

(i) The Governmental Unit is a disadvantaged qualified entity in that its median household income is \$47,300, which is less than one hundred percent (100%) of the State median household income of \$54,020.

(ii) The Project is important to the overall capital needs of the State and directly enhances the health and safety of the residents of the Governmental Unit.

(b) Assignment of Rights. The Finance Authority may not pledge or assign the Pledged Revenues, the Loan Agreement Payments or any of its other rights under this Loan Agreement and the Intercept Agreement except to the Trustee pursuant to the Indenture.

(c) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement or the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement or the Intercept Agreement, nor the consummation of the transactions contemplated in this Loan Agreement or the Intercept Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or resolution of any court, government or governmental authority having jurisdiction over the Finance Authority or its property and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.

(d) No Litigation. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person affecting the right of the Finance Authority to execute or deliver this Loan Agreement or the Intercept Agreement or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan Agreement and the Intercept Agreement requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(e) Legal, Valid and Binding Obligations. This Loan Agreement and the Intercept Agreement constitute the legal, valid and binding obligations of the Finance Authority enforceable in accordance with their terms.

(f) Tax-Exempt Reimbursement of Amount Loaned. The Finance Authority intends to reimburse the public project revolving fund (as defined in the Finance Authority Act) for the amount of the Loan from the proceeds of tax-exempt bonds which the Finance Authority expects to issue within eighteen (18) months of the Closing Date.

### ARTICLE III LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until this Loan Agreement has been paid in full or provision for the payment of this Loan Agreement has been made pursuant to Article VIII hereof.

### ARTICLE IV LOAN; APPLICATION OF MONEYS

On the Closing Date, the Finance Authority shall transfer the Loan Agreement Principal Amount as follows:

(a) To the Trustee, the amount shown on the Term Sheet as the Program Account Deposit shall be deposited in the Governmental Unit's Program Account to be disbursed by the Trustee pursuant to the Indenture and disbursed pursuant to Section 6.2 hereof at the direction of the Governmental Unit as needed by the Governmental Unit for the Project; and

(b) To the Finance Authority, the amount shown on the Term Sheet as the Finance Authority Debt Service Account deposit shall be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 hereof; and

### ARTICLE V LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount equal to the Loan Agreement Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein or special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues), the Loan Agreement Payments as herein provided. The Governmental Unit does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to: (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on parity with the Parity Obligations; (ii) the Finance Authority Debt Service Account, such account being held by the Finance Authority; (iii) the Program Account, such accounts being held by the Trustee; and (iv) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments and Additional Payment Obligations; provided, however, that if the Governmental Unit, its successors or assigns, shall well and truly pay, or cause to be paid, all Loan

Agreement Payments at the time and in the manner contemplated by this Loan Agreement, according to the true intent and meaning hereof, or shall provide, as permitted by Article VIII of this Loan Agreement for the payment hereof and shall pay all other amounts due or to become due under this Loan Agreement in accordance with its terms and provisions, then, upon such final payment or provision for payment by the Governmental Unit, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Principal Component and Interest Component when due, the payment schedule of which is attached hereto as Exhibit "B."

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the Finance Authority acknowledge and agree that the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that this Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law.

Section 5.2 Payment Obligations of Governmental Unit. As provided in the Intercept Agreement, the Distributing State Agency shall cause to be transferred from the Pledged Revenues or special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues) the amounts provided in subsections (a)(i) and (ii) of this Section 5.2 for deposit into the Finance Authority Debt Service Account. The Finance Authority Debt Service Account shall be established and held by the Finance Authority on behalf of the Governmental Unit. All Pledged Revenues received by the Finance Authority pursuant to the Intercept Agreement shall be accounted for and maintained on an ongoing basis by the Finance Authority in the Finance Authority Debt Service Account or used for repayment of Loan Agreement Payments paid by the special reserve funds of the Finance Authority, and all Loan Agreement Payments shall be remitted to the Trustee. The amounts on deposit in the Finance Authority Debt Service Account shall be expended and used by the Finance Authority or the Trustee, as the case may be, only in the manner and order of priority specified below.

(a) As a first charge and lien, but not an exclusive first charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations), the Governmental Unit shall remit to the Finance Authority and the Finance Authority shall transfer and deposit into the Finance Authority Debt Service Account the following from the Pledged Revenues received pursuant to the Intercept Agreement from the Governmental Unit, which the Finance Authority shall transfer to the Trustee in accordance with the Indenture:



(i) Interest Components. Amounts necessary to pay the Interest Components coming due on this Loan Agreement on May 1 and November 1 of each Fiscal Year beginning with the Fiscal Year ending June 30, 2026, as described in Exhibit "B;"

(ii) Principal Payments. Amounts necessary to pay the Principal Components coming due on this Loan Agreement on May 1 of each Fiscal Year beginning with the Fiscal Year ending June 30, 2026, as described in Exhibit "B."

(b) Each Loan Agreement Payment shall be transferred by the Finance Authority from the Finance Authority Debt Service Account to the Trustee.

(c) Subject to the foregoing deposits, the Finance Authority or the Trustee shall annually use the balance of the Pledged Revenues received, if any, at the request of the Governmental Unit: (i) to credit against upcoming Loan Agreement Payments; or (ii) to distribute to the Governmental Unit's account in the Fire Protection Fund maintained by the State Treasurer for any purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 11.1 herein, for remittance to the Trustee. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the Finance Authority, the Trustee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4 Disposition of Payments by the Trustee. The Trustee shall deposit all moneys received from the Finance Authority under this Loan Agreement in accordance with the Indenture.

Section 5.5 Additional Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from the Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund subordinate obligations as provided in Section 5.6 hereof), the Governmental Unit shall obtain the written consent of the Finance Authority and it must be determined that:

(a) The Governmental Unit is then current in all of the accumulations required to be made into the Finance Authority Debt Service Account [as provided herein.

(b) No default shall exist in connection with any of the covenants or requirements of the Resolution or this Loan Agreement.

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of the issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing two hundred percent (200%) of the combined maximum Aggregate Annual Debt Service Requirement coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the Governmental Unit's Treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(e) With prior written notice to Finance Authority, no provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.6 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior and superior to this Loan Agreement.

Section 5.6 Refunding Obligations. The provisions of Section 5.5 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (e) of Section 5.5 hereof and in subparagraphs (b) and (c) of this Section.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:

(i) The outstanding obligations so refunded are Parity Obligations and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of the same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations and by the outstanding obligations not refunded on and prior to the last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof; or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.7 Investment of Governmental Unit Funds. Money on deposit in the Finance Authority Debt Service Account established by the Finance Authority may be invested by the Finance Authority in Permitted Investments at the discretion of the Finance Authority. Money on deposit in the Program Account held by the Trustee and created hereunder may be invested by the Trustee in Permitted Investments at the written direction of the Finance Authority or at the discretion of the Trustee. Any earnings on any of said accounts shall be held and administered in each respective account and utilized in the same manner as the other moneys on deposit therein.

Section 5.8 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of the Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

## ARTICLE VI THE PROJECT

Section 6.1 Agreement To Acquire and Complete the Project. The Governmental Unit hereby agrees that to effectuate the purposes of this Loan Agreement and to effectuate the acquisition of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general, do all things which may be requisite or proper to complete the Project. The Governmental Unit agrees to acquire the Project through the application of moneys to be disbursed from the Program Account pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements From the Program Account. So long as no Event of Default shall occur, the Trustee shall disburse moneys from the Program Account in accordance with Section 6.2 of the Indenture upon receipt by the Trustee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit.

No disbursement shall be made from the Program Account without the approval of Bond Counsel: (i) to reimburse the Governmental Unit's own funds for expenditures made prior to the Closing Date; (ii) to refund or advance refund any tax-exempt obligations issued by or on behalf of the Governmental Unit; (iii) to be used, directly or indirectly, to finance a project used or to be used in the trade or business of a person who is not a "governmental unit," within the meaning of Section 141(b)(6) of the Code; or (iv) to expend funds after the date that is three (3) years after the execution and delivery of this Loan Agreement.

Section 6.3 Completion of Acquisition of the Project. Upon completion of the acquisition of the Project, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority and the Trustee substantially in the form of Exhibit "D" attached hereto stating that, to the best of his or her knowledge, the Project has been completed and accepted by the Governmental Unit, and all costs have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Application of Loan Agreement Proceeds Subsequent to Completion of the Project. Upon completion of the Project as signified by delivery of the completion certificate contemplated in Section 6.3 hereof, or in the event that the Finance Authority and the Trustee shall not have received a certificate of completion as required by Section 6.3 hereof by the date three (3) years from the Closing Date (or such later date as is approved in writing by Bond Counsel), the Trustee shall transfer the amounts remaining in the Program Account (except amounts necessary for payment of amounts not then due and payable) to the Finance Authority Debt Service Account and such amounts shall be used for the payment of Loan Agreement Payments.

## ARTICLE VII COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1 Further Assurances and Corrective Instruments. The Finance Authority and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver,



or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 7.2 Finance Authority and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the Finance Authority or the Governmental Unit is required, or the Governmental Unit or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Governmental Unit by an Authorized Officer of the Finance Authority or the Governmental Unit, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 7.3 Requirements of Law. During the Loan Agreement Term, the Governmental Unit and the Finance Authority shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 First Lien; Equality of Liens. The Loan Agreement Payments constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a first lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.5 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

Section 7.6 Bank Designation of Loan Agreement. For purposes of and in accordance with Section 265 of the Code, the Governmental Unit hereby designates this Loan Agreement as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Governmental Unit reasonably anticipates that the total amount of tax exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Governmental Unit and by any aggregated issuer during the current calendar year will not exceed \$10,000,000. For purposes of this Section 7.6, "aggregated issuer" means any entity which: (i) issues obligations on behalf of the Governmental Unit; (ii) derives its issuing authority from the Governmental Unit; or (iii) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that: (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code; and (b) the total amount of obligations so designated by the Governmental Unit, and all aggregated issuers for the current calendar year does not exceed \$10,000,000.

Section 7.7 Arbitrage Rebate Exemption. The Governmental Unit hereby certifies and warrants, for the purpose of qualifying for the exception contained in Section 148(f)(4)(D) of the Code, to the requirement to rebate arbitrage earnings from investments of the proceeds of the Loan Agreement (the "Rebate Exemption"), that: (i) this Loan Agreement is issued by the Governmental Unit which has general taxing powers; (ii) neither this Loan Agreement nor any portion thereof is a private activity bond as defined in Section 141 of the Code ("Private Activity Bond"); (iii) all of the net proceeds of this Loan Agreement are to be used for local government activities of the Governmental Unit (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Governmental Unit); and (iv) neither the Governmental Unit nor any aggregated issuer has issued or is reasonably expected to issue any Tax-Exempt Bonds other than (A) Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) and (B) issued to refund (other than to advance refund (as used in the Code)) any bond to the extent the amount of the refunding bond does not exceed the outstanding amount of the refunded bond, during the current calendar year, which would in the aggregate amount exceed \$5,000,000. For purposes of this paragraph, "aggregated issuer" means any entity which: (a) issues obligations on behalf of the Governmental Unit; (b) derives its issuing authority from the Governmental Unit; or (c) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D) of the Code.

Accordingly, with respect to the Loan Agreement, the Governmental Unit will qualify for the rebate exemption granted under Section 148(f)(4)(D) of the Code and the Governmental Unit shall be treated as meeting the requirements of paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States.

The Governmental Unit hereby further represents and covenants that if it is determined that rebatable arbitrage, as that term is defined under Section 148 of the Code and related regulations, is required to be paid to the United States, that it will pay such rebatable arbitrage.

## ARTICLE VIII PREPAYMENT OF LOAN AGREEMENT PAYMENTS

Section 8.1 Prepayment. The Governmental Unit is hereby granted the option to prepay any of the Principal Components of this Loan Agreement in whole or in part on any day on or after one (1) year following the Closing Date without penalty or prepayment premium. The Governmental Unit may designate the due dates of any Principal Components being prepaid in the event of a partial prepayment. Notice of intent to make such prepayment shall be provided to the Finance Authority and the Trustee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Trustee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

Section 8.2 Defeasance. Should the Governmental Unit pay or make provision for payment of the Loan such that all amounts due pursuant to this Loan Agreement shall be deemed to have been paid and defeased, then the Loan Agreement Payments hereunder shall also be deemed to have been paid, the Governmental Unit's payment obligations hereunder shall be

terminated, this Loan Agreement and all obligations contained herein shall be discharged and the pledge hereof released. Such payment shall be deemed made when the Governmental Unit has deposited with an escrow agent, in trust, (i) moneys sufficient to make such payment, and/or (ii) noncallable Governmental Obligations maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and when all necessary and proper expenses of the Finance Authority have been paid or provided for. In the event the Governmental Unit makes provisions for defeasance of this Loan Agreement, the Governmental Unit shall cause to be delivered (1) a report of an independent nationally recognized certified public accountant verifying the sufficiency of the escrow established to pay this Loan Agreement in full when due or upon an irrevocably designated prepayment date, and (2) an opinion of Bond Counsel to the effect that this Loan Agreement is no longer outstanding, each of which shall be addressed and delivered to the Finance Authority. Governmental Obligations within the meaning of this Section 8.2, unless otherwise approved by the Finance Authority, shall include only (1) cash, (2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – “SLGs”), and (3) obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

## ARTICLE IX INDEMNIFICATION

From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the Finance Authority and the Trustee harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence or other misconduct of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan Agreement proceeds and interest on the investment thereof. The Governmental Unit shall indemnify and save the Finance Authority and the Trustee harmless, from and to the extent of the available Pledged Revenues, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority or the Trustee, shall defend the Finance Authority or the Trustee, as applicable, in any such action or proceeding.

## ARTICLE X EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an Event of Default under this Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable;

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Governmental Unit by the Finance Authority or the Trustee unless the Finance Authority and the Trustee shall agree in writing to an

extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority or the Trustee but cannot be cured within the applicable thirty (30) day period, the Finance Authority and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default);

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect;

(d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Finance Authority or the Trustee may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement or the Intercept Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the Finance Authority and the Trustee under this Loan Agreement and the Intercept Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or



(b) By suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority or the Trustee; or

(c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues; or

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or to enforce any other of its rights thereunder; or

(f) Apply any amounts in the Program Account toward satisfaction of any of the obligations of the Governmental Unit under this Loan Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 hereof, no remedy herein conferred upon or reserved to the Finance Authority or the Trustee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority or the Trustee to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Finance Authority or the Trustee may in its discretion waive by written waiver any Event of Default hereunder and the consequences of such an Event of Default provided, however, that there shall not be waived: (i) any Event of Default in the payment of the principal of this Loan Agreement at the date when due as specified herein; or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payments of principal and all expenses of the Finance Authority or the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority or the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority and the Trustee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other

party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Governmental Unit shall default under any of the provisions hereof and the Finance Authority or the Trustee shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit herein contained, the Governmental Unit agrees that it shall on demand therefor pay to the Finance Authority or the Trustee, as applicable, the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

## ARTICLE XI MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows: 700 East Roosevelt, Grants, New Mexico 87020, Attention: County Manager, if to the Finance Authority, New Mexico Finance Authority, 207 Shelby Street, Santa Fe, New Mexico 87501, Attention: Chief Executive Officer; and if to the Trustee, BOKF, NA, 100 Sun Avenue N.E., Suite 500, Albuquerque, New Mexico 87109, Attention: Trust Division. The Governmental Unit, the Finance Authority, and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Amendments. The Governmental Unit agrees that this Loan Agreement will not be amended without the prior written consent of the Finance Authority, and, if the Loan has been pledged under the Indenture (as defined herein), without the prior written consent of the Trustee (as defined herein), the Finance Authority and the Governmental Unit, pursuant to the Indenture.

Section 11.4 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, either directly or through the Finance Authority, or against any officer, employee, director, trustee or member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute, constitution or otherwise, of any such officer, employee, director, trustee or member of the Governing Body or of the Finance Authority is hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.5 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.6 Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Assignment by the Finance Authority. Pursuant to the Indenture, this Loan Agreement and the Intercept Agreement may be assigned and transferred by the Finance Authority to the Trustee, which assignment and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.8 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.9 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.10 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as approved by the Board of Directors of the Finance Authority on March 28, 2024, has executed this Loan Agreement in its corporate name by its duly authorized officer; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By \_\_\_\_\_  
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF  
THE NEW MEXICO FINANCE AUTHORITY:  
Sutin, Thayer & Browne A Professional Corporation  
As Loan Counsel

By \_\_\_\_\_  
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF THE  
NEW MEXICO FINANCE AUTHORITY:

By \_\_\_\_\_  
Daniel C. Opperman, Chief Legal Officer



CIBOLA COUNTY, NEW MEXICO

[SEAL]

By \_\_\_\_\_  
Christine Lowrey, Chairman of the Board of  
County Commissioners

ATTEST:

By \_\_\_\_\_  
Michelle Dominguez, County Clerk

4932777

S-2

**EXHIBIT "A"**

**TERM SHEET**

New Mexico Finance Authority Loan No. 6218

Governmental Unit:	Cibola County, New Mexico
Project Description:	To purchase a firefighting apparatus and related equipment
Loan Agreement Principal Amount:	\$210,600
Disadvantaged Funding Amount:	\$150,000
Pledged Revenues:	The distribution of State Fire Protection Funds to the Governmental Unit made periodically by the State Treasurer pursuant to Section 59A-53-7, NMSA 1978.
Coverage Ratio:	200%
Distributing State Agency:	State Treasurer
Currently Outstanding Parity Obligations:	N/A
Additional Parity Bonds Test:	125%
Authorizing Legislation:	Resolution No. _____ adopted on May 23, 2024
Closing Date:	July 5, 2024
Blended Interest Rate:	2.167566%
Program Account Deposit:	\$210,600
Finance Authority Debt Service Account Deposit:	\$0.00
First Interest Payment Date:	November 1, 2025
First Principal Payment Date:	May 1, 2026
Final Payment Date:	May 1, 2038

PROGRAM ACCOUNT DEPOSITS MUST BE USED WITHIN THREE YEARS UNLESS A  
THE FINANCE AUTHORITY APPROVES A LONGER PERIOD IN WRITING

**EXHIBIT "B"**

DEBT SERVICE SCHEDULE FOR LOAN REPAYMENT

[SEE ATTACHED]



**EXHIBIT "C"**

FORM OF REQUISITION

RE: \$210,600 Loan Agreement by and between the Cibola County, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

TO: BOKF, NA  
c/o New Mexico Finance Authority  
[PPRF@nmfa.net](mailto:PPRF@nmfa.net)

You are hereby authorized to disburse from the Program Account - Cibola County, New Mexico (2024 Fire Equipment Loan), with regard to the above-referenced Loan Agreement the following:

LOAN NO. PPRF-6218

CLOSING DATE: July 5, 2024

REQUISITION NUMBER: \_\_\_\_\_

NAME AND ADDRESS OF PAYEE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AMOUNT OF PAYMENT: \$ \_\_\_\_\_

PURPOSE OF PAYMENT: \_\_\_\_\_

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Program Account – Cibola County, New Mexico (2024 Fire Equipment Loan).

All representations contained in the Loan Agreement and the related closing documents remain true and correct and (the) Cibola County, New Mexico, is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, (the) Cibola County shall and understands its obligation to complete the acquisition of the Project from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: \_\_\_\_\_

By \_\_\_\_\_

Authorized Officer

Title \_\_\_\_\_

(Print Name and Title)

**EXHIBIT "D"**

CERTIFICATE OF COMPLETION

RE: \$210,600 Loan Agreement by and between the Cibola County, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

TO: New Mexico Finance Authority  
[PPRF@nmfa.net](mailto:PPRF@nmfa.net)

Susen Ellis  
Assistant Vice President, Corporate Trust  
BOKF, NA  
100 Sun Avenue NE, Suite 500  
Albuquerque, New Mexico 87109

LOAN NO.: PPRF-6218

CLOSING DATE: July 5, 2024

In accordance with Section 6.3 of the Loan Agreement, the undersigned states, to the best of his or her knowledge, that the acquisition of the Project has been completed and accepted by the Governmental Unit, and all costs have been paid as of the date of this Certificate. Notwithstanding the foregoing, this certification is given without prejudice to any rights against third parties which exist at the date of this Certificate or which may subsequently come into being.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: \_\_\_\_\_

By \_\_\_\_\_  
Authorized Officer of Governmental Unit

Title \_\_\_\_\_  
Print Name and Title

STATE OF NEW MEXICO  
CIBOLA COUNTY

The Board of County Commissioners (the "Governing Body") of Cibola County, New Mexico, met in regular session in full conformity with law and the rules and regulations of the Governing Body at 700 East Roosevelt, Suite 50, Grants, NM 87020, New Mexico being the meeting place of the Governing Body for the regular meeting held on the May 23, 2024, at the hour of 5:00 p.m. Upon roll call, the following members were found to be present:

Present: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Absent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Also Present: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thereupon, there was officially filed with the County Clerk a copy of a proposed resolution in final form.

CIBOLA COUNTY, NEW MEXICO  
RESOLUTION NO. 2024-34

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN CIBOLA COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$210,600 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING A NEW FIREFIGHTING APPARATUS AND RELATED EQUIPMENT FOR THE CIBOLA COUNTY, EL MORRO VALLEY VOLUNTEER FIRE DEPARTMENT WITHIN THE GOVERNMENTAL UNIT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE STATE FIRE PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 59A-53-7, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Resolution unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing county under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the acquisition of the Project take place by executing and delivering the Loan Agreement and Intercept Agreement; and

WHEREAS, the Governmental Unit may use the Pledged Revenues to finance the Project; and

WHEREAS, the Governing Body has determined pursuant to the Act that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and



WHEREAS, other than as described in Exhibit "A" to the Loan Agreement, the Pledged Revenues have not been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the full faith and credit of the Governmental Unit or the State; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the Finance Authority or its assigns pursuant to the Intercept Agreement between the Governmental Unit and the Finance Authority (the "Intercept Agreement") for the payment of amounts due under the Loan Agreement; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the County Clerk this Resolution and the forms of the Loan Agreement and Intercept Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Governing Body intends by this Resolution to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of the amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. As used in this Resolution, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Act" means the general laws of the State, Sections 4-62-1 through 4-62-10 for county, NMSA 1978, as amended, Sections 59A-53-1 through 59A-53-19, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Resolution.

“Aggregate Annual Debt Service Requirement” means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means the Chairman, Vice Chairman, Finance Director, County Manager, and County Clerk.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse the Loan Agreement.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Completion Date” means the date of final payment of the cost of the Project.

“District” means the El Morro Valley Volunteer Fire Department within the Governmental Unit.

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

“Expenses” means the cost of issuance of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

“Finance Authority” means the New Mexico Finance Authority.

“Finance Authority Debt Service Account” means the debt service account in the name of the Governmental Unit established under the Indenture and held by the Finance Authority to pay principal and interest, if any, on the Loan Agreement as the same become due.

“Fiscal Year” means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the Board of County Commissioners of the Governmental Unit, or any future successor governing body of the Governmental Unit.

“Governmental Unit” means Cibola County, New Mexico.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Intercept Agreement” means the Intercept Agreement, dated the Closing Date, between the Governmental Unit and Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay principal and interest due on the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

“Loan Agreement Principal Amount” means the original principal amount of the Loan Agreement as shown on the Term Sheet.

“NMSA” means the New Mexico Statutes Annotated, 1978, as amended and supplemented.

“Parity Obligations” means the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet.

“Pledged Revenues” means the State Fire Protection Fund revenues distributed to the Governmental Unit for the District, which is utilizing the Project and benefiting from the Loan Agreement, which distribution is made periodically by the State Treasurer pursuant to Section 59A-53-7, NMSA 1978, as amended, in the amount certified by the State Fire Marshal.

“Program Account” means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of the Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

“Project” means the project described in Exhibit “A” to the Loan Agreement.

“Resolution” means this Resolution No. 2024-34 adopted by the Governing Body on May 23, 2024 approving the Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement as shown on the Term Sheet, as supplemented and amended from time to time.

“State” means the State of New Mexico.

“Term Sheet” means Exhibit “A” to the Loan Agreement.

“Trustee” means BOKF, NA, Albuquerque, New Mexico, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Governing Body and officers of the Governmental Unit directed toward the acquisition of the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement, be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement and the Intercept Agreement. The acquisition of the Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance and delivery of the Loan Agreement is necessary and advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of acquiring the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will acquire the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from the Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.



A. Authorization. This Resolution has been adopted by the affirmative vote of at least a two thirds (2/3) majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$210,600 plus interest thereon, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the acquisition of the Project; or (ii) make a deposit to the Finance Authority Debt Service Account. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an original aggregate principal amount of \$210,600, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on May 1 and November 1 of each year, beginning on November 1, 2025 at the rates designated in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement, as presented at the meeting of the Governing Body at which this Resolution was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement, with such changes, insertions and omissions that are consistent with this Resolution as may be approved by such individual Authorized Officers, and the County Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Resolution and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Resolution or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental

Unit legally available therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8.     Disposition of Proceeds: Completion of Acquisition of the Project.

A.     Program Account, Finance Authority Debt Service Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held by the Finance Authority and to the Program Account, to be held by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves: (i) the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account all as set forth in Exhibit "A" to the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account, Loan Agreement Reserve Account and Finance Authority Debt Service Account shall be paid to the Finance Authority, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will acquire the Project with all due diligence.

B.     Completion of Acquisition of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that acquisition of and payment for the Project have been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture.

C.     Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9.     Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A.     Deposit of Pledged Revenues. Pursuant to the Intercept Agreement, Pledged Revenues shall be paid directly by the Distributing State Agency to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay the principal and interest due under the Loan Agreement.

B.     Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amount in the Finance Authority Debt Service Account totals a sum at least equal to the entire aggregate amount to become due as to principal, interest on, and any other amounts due under, the Loan Agreement in which case moneys in such

account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds, or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged to, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest and any other amounts due under the Loan Agreement, subject to the uses hereof permitted by and the priorities set forth in this Resolution. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution, the Loan Agreement and Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement, Intercept Agreement and the publication of the summary of this Resolution set out in Section 17 of this Resolution (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Resolution. Prior to the date of the initial delivery of the Loan Agreement to the Finance Authority, the provisions of this Resolution may be supplemented or amended by resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Resolution. This Resolution may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Resolution Irrepealable. After the Loan Agreement and Intercept Agreement have been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. 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 15. Repealer Clause. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Chairman and County Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Resolution (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Resolution shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

(Form of Summary of Resolution for Publication)

Cibola County, New Mexico  
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 2024-34, duly adopted and approved by the Governing Body of Cibola County, New Mexico, on May 23, 2024. A complete copy of the Resolution is available for public inspection during the normal and regular business hours of the County Clerk, 700 East Roosevelt Avenue, Grants, New Mexico 87020.

The title of the Resolution is:

CIBOLA COUNTY, NEW MEXICO  
RESOLUTION NO. 2024-34

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN CIBOLA COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$210,600 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING A NEW FIREFIGHTING APPARATUS AND RELATED EQUIPMENT FOR THE CIBOLA COUNTY, EL MORRO VALLEY VOLUNTEER FIRE DEPARTMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE STATE FIRE PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 59A-53-7, NMSA 1978;

PROVIDING FOR THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)



PASSED, APPROVED AND ADOPTED THIS MAY 23, 2024.

CIBOLA COUNTY, NEW MEXICO

By: \_\_\_\_\_  
Christine Lowrey, Chairman of  
the Board of County Commissioners

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Michelle Dominguez, County Clerk

Commissioner \_\_\_\_\_ then moved adoption of the foregoing Resolution, duly seconded by Commissioner \_\_\_\_\_.

The motion to adopt said Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Those Voting Nay: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Those Absent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ ( ) members of the Governing Body having voted in favor of said motion, the Chairman declared said motion carried and said Resolution adopted, whereupon the County Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting on the motion duly made, seconded and unanimously carried, was adjourned.

CIBOLA COUNTY, NEW MEXICO

By: \_\_\_\_\_  
Christine Lowery, Chairman of  
the Board of County Commissioners

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Michelle Dominguez, County Clerk

**EXHIBIT "A"**

Meeting Agenda  
of the May 23, 2023  
Board of County Commissioners Meeting

(See attached)

STATE OF NEW MEXICO  
CIBOLA COUNTY

I, Michelle Dominguez, the duly qualified and acting County Clerk of Cibola County, New Mexico (the "Governmental Unit"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of County Commissioners of Cibola County, New Mexico (the "Governing Body"), constituting the governing body of the Governmental Unit had and taken at a duly called regular meeting held at 700 East Roosevelt, Grants New Mexico 87020, on May 23, 2024, at the hour of 5:00 p.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement and Intercept Agreement, a copy of each of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the Governmental Unit's open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of July, 2024.

CIBOLA COUNTY, NEW MEXICO

By: \_\_\_\_\_  
Michelle Dominguez, County Clerk

[SEAL]

6976650



EXHIBIT "B"

NEW MEXICO FINANCE AUTHORITY TAX REPRESENTATIONS CERTIFICATE

The undersigned hereby certifies as follows with respect to the \$210,600 Loan Agreement dated July 5, 2024 (the "Loan") from the New Mexico Finance Authority (the "Finance Authority") to Cibola County, New Mexico (the "Governmental Unit");

1. The Finance Authority is making the Loan for its own account (and not on behalf of another) in the principal amount of \$210,600, without accrued interest. The Finance Authority is not acting as an Underwriter with respect to the Loan. The Finance Authority has no present intention to sell, reoffer, or otherwise dispose of the Loan (or any portion of the Loan or any interest in the Loan). The Finance Authority has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Loan and the Finance Authority has not agreed with the Governmental Unit pursuant to a written agreement to sell the Loan to persons other than the Finance Authority, therefore the "issue price" of the Loan is \$210,600.

2. The Arbitrage Yield on the Loan, calculated in accordance with the applicable U.S. Treasury Regulations from interest to be paid on the Loan, is 2.1204%.

3. The Weighted Average Maturity of the Loan, calculated in accordance with the applicable U.S. Treasury Regulations, is 8.2745 years.

4. The undersigned understands that the statements made herein will be relied upon by the Governmental Unit in its effort to complete the Information Return for Tax-Exempt Governmental Obligations (Form 8038-G), required to be filed for the Loan pursuant to the Internal Revenue Code of 1986, as amended, and with regard to establishing facts and circumstances relied on by the Governmental Unit and bond counsel in connection with the execution and delivery of the Loan and the exclusion of interest on the Loan from gross income for federal income tax purposes. Such reliance is hereby authorized and approved.

Dated this July 5, 2024.

NEW MEXICO FINANCE AUTHORITY

By: \_\_\_\_\_  
Marquita D. Russel, Chief Executive Officer

6976649

**BOND DEBT SERVICE****Cibola County  
2024 Fire Equipment Loan**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
05/01/2025				
05/01/2026	9,878	3.170%	8,715.66	18,593.66
05/01/2027	14,446	3.010%	4,469.86	18,915.86
05/01/2028	14,931	2.880%	4,035.02	18,966.02
05/01/2029	15,418	2.840%	3,605.02	19,023.02
05/01/2030	15,919	** %	3,167.14	19,086.14
05/01/2031	16,312	2.000%	2,800.16	19,112.16
05/01/2032	16,639	2.000%	2,473.92	19,112.92
05/01/2033	16,971	2.000%	2,141.14	19,112.14
05/01/2034	17,311	2.000%	1,801.72	19,112.72
05/01/2035	17,657	2.000%	1,455.50	19,112.50
05/01/2036	18,010	2.000%	1,102.36	19,112.36
05/01/2037	18,370	2.000%	742.16	19,112.16
05/01/2038	18,738	2.000%	374.76	19,112.76
	210,600		36,884.42	247,484.42

Note: The County of Cibola is 87.56% of the State of NM MHI

Form **8038-G**

(Rev. October 2021)

Department of the Treasury  
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

OMB No. 1545-0047

**Part I Reporting Authority**Check box if Amended Return ☐

<b>1</b> Issuer's name <u>Cibola County</u>		<b>2</b> Issuer's employer identification number (EIN) <u>85-0291095</u>
<b>3a</b> Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		<b>3b</b> Telephone number of other person shown on 3a
<b>4</b> Number and street (or P.O. box if mail is not delivered to street address) <u>700 East Roosevelt Ave., Suite 50</u>	Room/suite	<b>5</b> Report number (For IRS Use Only) <u>3</u>
<b>6</b> City, town, or post office, state, and ZIP code <u>Grants, New Mexico 87020</u>		<b>7</b> Date of issue <u>07/05/2024</u>
<b>8</b> Name of issue <u>Loan Counsel, Cibola County, Fire Equipment, PPRF-6218</u>		<b>9</b> CUSIP number
<b>10a</b> Name and title of officer or other employee of the issuer whom the IRS may call for more information <u>Paul Ludi, Finance Director</u>		<b>10b</b> Telephone number of officer or other employee shown on 10a <u>505-285-2516</u>

**Part II Type of Issue (Enter the issue price.)** See the instructions and attach schedule.

<b>11</b> Education . . . . .	<b>11</b>	
<b>12</b> Health and hospital . . . . .	<b>12</b>	
<b>13</b> Transportation . . . . .	<b>13</b>	
<b>14</b> Public safety . . . . .	<b>14</b>	<u>210,600</u>
<b>15</b> Environment (including sewage bonds) . . . . .	<b>15</b>	
<b>16</b> Housing . . . . .	<b>16</b>	
<b>17</b> Utilities . . . . .	<b>17</b>	
<b>18</b> Other. Describe ►	<b>18</b>	
<b>19a</b> If bonds are TANs or RANs, check only box 19a . . . . .	<input type="checkbox"/>	
<b>b</b> If bonds are BANs, check only box 19b . . . . .	<input type="checkbox"/>	
<b>20</b> If bonds are in the form of a lease or installment sale, check box . . . . .	<input type="checkbox"/>	

**Part III Description of Bonds.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
<b>21</b>	<u>05/01/2038</u>	<u>\$ 210,600</u>	<u>\$ 210,600</u>	<u>8.2745</u> years	<u>2.1204</u> %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

<b>22</b> Proceeds used for accrued interest . . . . .	<b>22</b>	<u>210,600</u>
<b>23</b> Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	<b>23</b>	
<b>24</b> Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	<b>24</b>	
<b>25</b> Proceeds used for credit enhancement . . . . .	<b>25</b>	
<b>26</b> Proceeds allocated to reasonably required reserve or replacement fund . . . . .	<b>26</b>	
<b>27</b> Proceeds used to refund prior tax-exempt bonds. Complete Part V . . . . .	<b>27</b>	
<b>28</b> Proceeds used to refund prior taxable bonds. Complete Part V . . . . .	<b>28</b>	
<b>29</b> Total (add lines 24 through 28) . . . . .	<b>29</b>	
<b>30</b> Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	<b>30</b>	<u>210,600</u>

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

<b>31</b> Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . . .	years
<b>32</b> Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . . .	years
<b>33</b> Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . . . .	
<b>34</b> Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

**Part VI Miscellaneous**

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . . **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . . **36a**
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) \_\_\_\_\_
- c** Enter the name of the GIC provider ► \_\_\_\_\_
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . . **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) \_\_\_\_\_
- c** Enter the EIN of the issuer of the master pool bond ► \_\_\_\_\_
- d** Enter the name of the issuer of the master pool bond ► \_\_\_\_\_
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► \_\_\_\_\_
- c** Type of hedge ► \_\_\_\_\_
- d** Term of hedge ► \_\_\_\_\_
- 42** If the issuer has superintegrated the hedge, check box . . . . . ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement . . . . . ► \_\_\_\_\_
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) \_\_\_\_\_

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative \_\_\_\_\_ Date 7/5/2024 Type or print name and title \_\_\_\_\_

**Paid Preparer Use Only**

Print/Type preparer's name <u>Suzanne Wood Bruckner</u>	Preparer's signature _____	Date _____	Check <input type="checkbox"/> if self-employed	PTIN <u>P01629036</u>
Firm's name ► <u>Sutin, Thayer &amp; Browne A Professional Corporation</u>			Firm's EIN ► <u>85-0225124</u>	
Firm's address ► <u>6100 Uptown Blvd, NE, Suite 400, Albuquerque, NM 87110</u>			Phone no. <u>505-883-2500</u>	

STATE OF NEW MEXICO                   )  
   ) ss. ARBITRAGE AND TAX  
CIBOLA COUNTY                         ) CERTIFICATE

Arbitrage and Tax Certificate  
Cibola County, Loan No. PPRF-3218



5. Expenditure Expectations. The Governmental Unit expects to incur a substantial binding obligation within six (6) months of the date hereof with regard to the Project, which obligation involves the expenditure of no less than five percent (5%) of the Proceeds. The Governmental Unit reasonably expects that the \$210,600 of Proceeds deposited into the Governmental Unit's Program Account in the Program Fund together with other legally available funds and anticipated earnings from the investment of such Proceeds until they are spent, are expected to be expended within three (3) years of the date hereof.

The estimated total costs of the Project will not be less than \$210,600 plus investment earnings thereon during the acquisition period.

Proceeds in the amount of \$0.00 will be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 of the Loan Agreement.

6. Investment of Proceeds. Except for the investment of the Proceeds (i) in the Program Account established under the Indenture with respect to the Loan Agreement pending the payment of the costs of the Project, and (ii) in the Finance Authority Debt Service Account established and administered by the Finance Authority pending the payment of debt service on the Loan Agreement, there will be no investment of the Proceeds.

7. Bona Fide Debt Service Fund. Debt service payments on the Loan Agreement will be paid from the Pledged Revenues of the Governmental Unit deposited to the Finance Authority Debt Service Account created with respect to the Loan Agreement. Because the Pledged Revenues of the Governmental Unit for any year will exceed debt service on the Loan Agreement, it is assumed that current debt service paid by the Governmental Unit for deposit in the Finance Authority Debt Service Account will be derived entirely from the current Pledged Revenues. The Finance Authority Debt Service Account will be depleted at least once a year except for an amount not to exceed the greater of the earnings on the Finance Authority Debt Service Account for the immediately preceding bond year or one-twelfth (1/12<sup>th</sup>) of debt service on the Loan for the immediately preceding bond year. The Governmental Unit has not created or established, nor does it expect to create or establish, any debt service fund, redemption fund, replacement fund, sinking fund or other similar fund which is reasonably expected to be used to pay principal or interest on the Loan Agreement or pledged therefor, except for the Finance Authority Debt Service Account

8. No Disposition of Project. The undersigned reasonably expect that no part of the Project acquired with the Proceeds will be sold or otherwise disposed of, in whole or in part, during the term of the Loan Agreement.

9. General Tax Covenant. The Governmental Unit has covenanted in the Loan Agreement that no use will be made of the Proceeds, or any funds or accounts of the Governmental Unit which may be deemed to be Gross Proceeds (as defined in Treasury Regulation Section 1.148(b)) of the Loan Agreement, which use, if it had been reasonably expected on the date hereof, would have caused the Loan Agreement to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. The Governmental Unit has further obligated itself in the Loan Agreement to comply throughout the term of the Loan Agreement with the requirements of

Sections 103 and 141 through 150 of the Code and regulations proposed or promulgated with respect thereto.

10. Private Business Use Limitations. None of the Proceeds will be used by a private business or any entity other than a governmental unit or secured by payments from or property of a private business or any entity other than a governmental unit except pursuant to a management contract which conforms with Revenue Procedure 2017-13 of the United States Treasury. For purposes of the preceding sentence a governmental unit does not include the United States Government or any agency or instrumentality thereof.

11. No Common Plan of Financing. There are no other obligations which are being issued or sold at substantially the same time as the Loan Agreement pursuant to a common plan of financing with the Loan Agreement and that will be paid out of the Pledged Revenues or will have substantially the same claim to be paid out of the Pledged Revenues as the Loan Agreement.

12. No Federal Guarantees. The Loan is not federally guaranteed within the meaning of Section 149(b) of the Code.

13. Information Filing. Loan Counsel for the Finance Authority, on behalf of the Governmental Unit, will timely file the Form 8038-G with respect to the Loan Agreement attached hereto as Exhibit "A" with the Internal Revenue Service. The Finance Authority has verified certain information necessary to complete the Form 8038-G as shown on the Finance Authority Certificate attached hereto as Exhibit "B".

14. Hedge Bonds. The Loan is not a hedge bond as defined in Section 149 of the Code.

15. No Reimbursement. None of the Proceeds will be used to reimburse the Governmental Unit for costs paid for the Project more than sixty (60) days prior to the date hereof.

16. No Refunding. Proceeds of the Loan are not being used to refund any other obligation of the Governmental Unit.

17. Economic Life of Project. The weighted average maturity of 8.2745 years of the Loan Agreement does not exceed 120% of the reasonably expected economic life of the Project, which is 10 years.

18. Qualified Tax-Exempt Obligations. The Loan Agreement is a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. The Governmental Unit represents that the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Governmental Unit during the current calendar year does not exceed \$10,000,000 and the Governmental Unit will not designate more than \$10,000,000 of "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. For purposes of this Section, "aggregated issuer" means any entity which: (i) issues obligations on behalf of the Governmental Unit; (ii) derives its issuing authority from the Governmental Unit; or (iii) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e).

19. Rebate Exception. The Governmental Unit is a governmental unit with general taxing powers, no part of the Loan Agreement is a private activity bond, ninety-five percent (95%) or more of the proceeds are to be used for local governmental activities of the Governmental Unit and, the aggregate face amount of all tax-exempt obligations issued by the Governmental Unit during the current calendar year is not reasonably expected to exceed \$5,000,000. There are no subordinate entities of the Governmental Unit which are authorized to issue tax-exempt obligations. If the Governmental Unit fails to satisfy all of the provisions of this paragraph 19 for any reason, as provided in the Loan Agreement and consistent with the covenants of the Governmental Unit contained therein, any rebate owed to the United States Treasury will be paid in the amounts and at the times provided in Section 148 of the Code.

20. Record Retention. The Governmental Unit will manage and retain records related to the Loan as follows:

A. Records will be retained for the life of the Loan, including any refunding loans related thereto, plus three (3) years. Records may be in the form of documents or electronic copies of documents, appropriately indexed to the Loan and compliance functions;

B. Basic records relating to the Loan transaction, including transcript documents executed in connection with the issuance of the Loan (i.e., the authorizing documents, Form 8038-G, the tax certificate, and any elections made with respect to the Loan, if applicable), any amendments, and copies of rebate calculations and records of payments, including Forms 8038-T;

C. Records pertaining to the use of Loan-financed facilities by public and private sources including copies of management agreements and research agreements;

D. Records pertaining to expenditures of Loan proceeds including requisitions, appraisal and property purchase contracts, account statements, invoices, payment vouchers, and the final allocation of proceeds to expenditures;

E. Records pertaining to all sources of payment or security for the Loan; and

F. Records pertaining to investments including guaranteed investment contract documents under the Treasury Regulations, records of purchase and sale of other investments, and records of investment activity sufficient to permit calculation of arbitrage rebate or demonstration that no rebate is due.

[Signature page follows]

This certificate is being executed and delivered to establish the reasonable expectations of the Governmental Unit for purposes of Sections 103 and 141 through 148 of the Code, and the undersigned officers of the Governmental Unit are the officers of the Governmental Unit charged with the responsibility of entering into the Loan Agreement. The foregoing is based upon the reasonable expectations of the undersigned on the date hereof, and to the best of our knowledge, information and belief, the above expectations are reasonable.

Dated: July 5, 2024

CIBOLA COUNTY, NEW MEXICO

[SEAL]

By \_\_\_\_\_  
Christine Lowery, Chairman of  
the Board of County Commissioners

By \_\_\_\_\_  
Paul Ludi, Finance Director

By \_\_\_\_\_  
Kate Fletcher, County Manager

6976644

\$210,610  
CIBOLA COUNTY, NEW MEXICO  
NEW MEXICO FINANCE AUTHORITY  
PUBLIC PROJECT REVOLVING FUND LOAN  
Loan No. PPRF-6218

Closing Date: July 5, 2024

TRANSCRIPT OF PROCEEDINGS  
INDEX

1. Open Meeting Act Resolution No. 24-05 adopted January 25, 2024
2. Loan Resolution No. 2024-34, adopted May 23, 2024, Agenda, and the Affidavit of Publication of the Notice of Adoption of Resolution in *Cibola Citizen*
3. Loan Agreement
4. Intercept Agreement
5. General and No Litigation Certificate
6. Arbitrage and Tax Certificate with Form 8038-G and evidence of filing and Finance Authority Tax Representations Certificate
7. Delivery, Deposit and Cross-Receipt Certificate
8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan Counsel to the Finance Authority
9. Finance Authority Application and Project Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

Cibola County, New Mexico  
New Mexico Finance Authority  
BOKF, NA  
Sutin, Thayer & Browne A Professional Corporation





# 10g. New Business

## RFP 2024-004

Selection of Quartz Hill System Trail  
Construction Firm



VETERAN OWNED AND OPERATED

Proposal for:  
Quartz Hill Trail System  
RFP No. 2024-004

Prepared by Kyle Jones, owner/operator  
Proline Contracting LLC Do Business as Proline Trails  
Mesa, AZ  
C: 480-318-5577 Email: [prolinetrails@outlook.com](mailto:prolinetrails@outlook.com)  
ProlineTrails.com

**SERVING THE SOUTHWEST SINCE 1992**

## TABLE OF CONTENTS

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Acknowledgment of Addenda.....	pg. 4
Qualifications, Resume, Past Performance.....	pg. 5
Certificate of Insurance.....	pg. 6
Campaign Contributions Disclosure Form.....	pg. 7
Proline Trails Proposal.....	pg. 8

## PROPOSAL OF OFFEROR

### THIS FORM MUST BE COMPLETED AND RETURNED BY ALL OFFERORS

\* Do not reference another section within your Proposal Offer as a response.

The following proposal is made for furnishing the following service for Cibola County, New Mexico.

#### **RFP 2024-004, for the Quartz Hill Trail System Construction**

The undersigned declares that the amount and nature of the service to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this Proposal, and that the undersigned Offeror has read and understands the specifications and conditions of the Proposal.

The undersigned, in submitting this proposal, represents that the Offeror is an equal opportunity employer, and will not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap or serious medical condition as specified in N.M.S.A. 1978, §§ 28-1-7 (as amended) in the performance of this contract.

The undersigned hereby proposes to perform necessary professional services upon the conditions stated in this proposal after notice of award and execution of a contract.

- If applicable, acknowledges receipt of the following Addendum(s):

Addendum No: 2 Date: 5/1/2024

Addendum No: \_\_\_\_\_ Date: \_\_\_\_\_

Respectfully submitted,

By (Individual authorized to contractually bind the Offeror):

\_\_\_\_\_  
Kyle Jones  
(Printed Name)

\_\_\_\_\_  
*Kyle Jones*  
(Signature)

\_\_\_\_\_  
Owner  
(Title)

\_\_\_\_\_  
5/1/2024  
(Date)

\_\_\_\_\_  
Proline Trails  
(Offeror/Contractor Name)

\_\_\_\_\_  
4338 E. Fairbrook Cir  
(Street Address)

\_\_\_\_\_  
Mesa, AZ 85205  
(City, State & Zip Code)

\_\_\_\_\_  
prolinetrails@outlook.com  
(E-Mail Address)

\_\_\_\_\_  
480-318-5577  
(Phone No.)

\_\_\_\_\_  
n/a  
(Facsimile No.)

## **ACKNOWLEDGEMENT OF RECEIPT FORM**

RFP NO. 2024-004

**BUILD SERVICES for the Quartz Hill Trail System Construction**

**28** PAGES (INCLUDING ACKNOWLEDGEMENT, CAMPAIGN DISCLOSURE FORM and EXHIBITS A).

**NOTE: ONLY POTENTIAL OFFERORS WHO COMPLETE AND RETURN THIS FORM WILL RECEIVE COPIES OF ADDENDUMS, IF ISSUED.**

### **PROPOSAL INFORMATION:**

In acknowledgement of receipt of the above referenced Proposal Packet, the undersigned agrees that he/she has received a complete copy.

Proline Trails  
\_\_\_\_\_  
OFFEROR NAME

*Kyle Jones*  
\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

Kyle Jones  
\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

ADDRESS: 4338 E. Fairbrook Cir  
\_\_\_\_\_

CITY: Mesa STATE: AZ ZIP CODE: 85205  
\_\_\_\_\_

PHONE NO.: 480-318-5577 FAX NO.: none  
\_\_\_\_\_

E-MAIL: prolinetrails@outlook.com  
\_\_\_\_\_

### **RETURN TO:**

Wendy Self  
Chief of Procurement  
PHONE 505-285-2513  
FAX 505-285-5434  
Wendy.self@co.cibola.nm.us

**Faxed copies of the Acknowledgement of Receipt Form will be accepted.  
Faxed Proposal responses WILL NOT be accepted.**



## B. Qualifications/ Resumes

A. Trail Crew Lead: Kyle Jones, owner of Proline Trails

B. Trail Crew size for Quartz Hill Project 2-3

-Resume: Owner/ Operator of Proline Trails, Kyle Jones

-30 years experience in construction industry

-5+ years trail building experience

- 25+ miles of new trail construction/ maintenance

## 2) Capacity and Capability

A. Proline Trails currently awaiting the start of other trail projects due to wildlife restriction, that will expire 1 September. Due to these restrictions, we are able to begin work on the Quartz Hill Project immediately upon approval of contract.

B. Scope of Work: 2 mini excavators will be used to construct requested trail. Depending on conditions/terrain other equipment may be used, ex. Skid steer or Trail dozer.

## 3) Past Performance

1. Arizona Trail, Passage 16 Trail Maintenance

-13 miles of moderate trail maintenance to include tread improvements/ repair, drainage construction, grade reversals, clearing of trail corridor.

-Project Cost: \$57,288

-Matt Nelson, Arizona Trail Exec. Director, C: 520-404-7992

2. Highline Trail, Tonto Nat'l Forest, Payson, AZ, New Trail Construction/Maintenance

-5+ miles of new trail construction and maintenance

-Project Cost: \$50,000+

-Angie Abel, Tonto Nat'l Forest, C: 304-646-8805

## 4) Familiarity with Cibola County

-Proline Trails is very familiar with the local area where Quartz Hill Trail System is located. Owner has lived in several cities across New Mexico to include Rio Rancho, NM.

- Proline Trails is a licensed contractor in the State of Arizona. Proline is capable of obtaining a New Mexico contractor's license upon award of this proposal if needed.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2024

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

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

<b>PRODUCER</b> Insurance Professionals of Arizona 3521 E Brown Rd. Ste 101  Mesa AZ 85213		<b>CONTACT NAME:</b> Kirsten Walters <b>PHONE (A/C, No, Ext):</b> (480) 981-6338 <b>FAX (A/C, No):</b> (480) 981-6339 <b>E-MAIL ADDRESS:</b> kirsten@insuranceproaz.com	
<b>INSURED</b> PROLINE CONTRACTING LLC 4338 E FAIRBROOK CIR  MESA AZ 85205-5103		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> SELECTIVE INS CO OF THE SOUTHEAST <b>INSURER B:</b> Wellfleet New York Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 39926 15156	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		S 2502595	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
		MED EXP (Any one person) \$ 15,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 3,000,000
	OTHER:					\$
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
						\$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/> Y/N	ARX10765100	09/28/2023	09/28/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<b>LEASED AND RENTED EQUIPMENT</b>		S 2502595	06/01/2023	06/01/2024	LIMIT \$250,000
						DEDUCTIBLE \$1,000

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

Certificate of insurance issued as evidence of insurance

**CERTIFICATE HOLDER****CANCELLATION**

EVIDENCE OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kirsten Walters



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2024

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<b>PRODUCER</b>		<b>CONTACT NAME:</b> Kirsten Walters	
Insurance Professionals of Arizona		<b>PHONE (A/C, No, Ext):</b> (480) 981-6338	<b>FAX (A/C, No):</b> (480) 981-6339
3521 E Brown Rd. Ste 101		<b>E-MAIL ADDRESS:</b> kirsten@insuranceproaz.com	
Mesa AZ 85213		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Wellfleet New York Insurance Company	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	<b>AUTOMOBILE LIABILITY</b>						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	ARX10765100	09/28/2023	09/28/2024	E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE OF INSURANCE ISSUED AS CONFIRMATION OF WORK COMP INSURANCE POLICY

**CERTIFICATE HOLDER****CANCELLATION**

EVIDENCE OF INSURANCE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Kirsten Walters

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any other private legal entity.

**"Prospective contractor"** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

\_\_\_\_\_  
Business Name

--OR--

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

Kyle Jones  
Signature

4/30/2024  
Date

Owner  
Title (Position)

Proline Trails  
Business Name





ADDENDUM 1  
4/10/2024

**To:** ALL POTENTIAL OFFERERS OF CIBOLA COUNTY RFP #2024-004: QUARTZ  
HILL TRAIL YSTEM CONSTRUCTION

**NOITICE OF ADDENDUM**

The following Addendum shall be incorporated into the Bid Documents. All other items shall remain unchanged.

- Sequence Item No. 2 – On-Site Preproposal Meeting has been changed from Friday, April 12, 2024, 2:00PM to Wednesday, April 17, 2024, at 2:00PM

**Sequence of Events**

Action	Responsible Party	Due Dates
1. Issue RFP	Procurement Office	March 21, 2024
2. Distribution List	Procurement Office	April 4, 2024
<b>3. Site Visits</b>	<b>Onsite Pre-Proposal Meeting</b>	<b>April 12, 2024 @ 2:00PM</b>
4. Deadline to submit Questions	Potential Offerors	April 16, 2024
5. Response to Written Questions	Procurement Manager	April 23, 2024
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>May 3, 2024 @ 2:00PM</b>
7. Proposal Evaluation	Evaluation Committee	May 9, 2024
10. Award	Final	May 24, 2024- Tentative to Commission Approval.
11. Protest Deadline	Procurement Office	+ 15 days

## Proline Trails Quartz Hill Trail System Cost Proposal

Trail Numbers	Miles	Feet/Mile	Unit Cost/Mile	Amount
Segment 1	0.5	2640	3.85	\$ 10,164.00
Segment 2	0.8	4224	3.85	\$ 16,262.40
Segment 3	1	5280	3.85	\$ 20,328.00
Segment 4	2.1	11088	3.85	\$ 42,688.80
Segment 5	6.7	35376	3.85	\$ 136,197.60
<b>Subtotal Segments 1-5</b>	<b>11.1</b>	<b>58608</b>	<b>3.85</b>	<b>\$ 225,640.80</b>
	Other Item	Material	Unit Price	
	7	Install Equestrian Gates	\$ 2,000.00	\$ 14,000.00
	7	Install Cattle Guards	\$ 1,400.00	\$ 9,800.00
	<b>Subtotal Cost Install</b>			<b>\$ 23,800.00</b>
			<b>Subtotal</b>	<b>\$ 249,440.80</b>
			<b>County Tax Rate</b>	<b>\$ 16,369.55</b>
			<b>Total</b>	<b>\$ 265,810.35</b>



BID TABULATION SHEET

RFP NO. 2024-004 QUARTZ HILL TRAILS

Committee Member: 1					
CRITERIA/FACTORS					
PROPOSALS	TECHNICAL COMPETENCE	CAPACITY AND CAPABILITY	PAST RECORD OF PERFORMANCE	PROXIMITY TO OR FAMILIARITY WITH CIBOLA COUNTY	WORK TO BE DONE IN NEW MEXICO
POINTS	250 POINTS	250 POINTS	250 POINTS	150 POINTS	100 POINTS
PROLINE TRAILS, LLC	200	225	250	80	25
					TOTALS
					780

Committee Member: 2					
CRITERIA/FACTORS					
PROPOSALS	TECHNICAL COMPETENCE	CAPACITY AND CAPABILITY	PAST RECORD OF PERFORMANCE	PROXIMITY TO OR FAMILIARITY WITH CIBOLA COUNTY	WORK TO BE DONE IN NEW MEXICO
POINTS	250 POINTS	250 POINTS	250 POINTS	150 POINTS	100 POINTS
PROLINE TRAILS, LLC	150	200	200	100	50
					TOTALS
					700

Committee Member: 3					
CRITERIA/FACTORS					
PROPOSALS	TECHNICAL COMPETENCE	CAPACITY AND CAPABILITY	PAST RECORD OF PERFORMANCE	PROXIMITY TO OR FAMILIARITY WITH CIBOLA COUNTY	WORK TO BE DONE IN NEW MEXICO
POINTS	250 POINTS	250 POINTS	250 POINTS	150 POINTS	100 POINTS
PROLINE TRAILS, LLC	200	150	175	100	100
					TOTALS
					725

COMPANY	GRAND TOTAL
PROLINE TRAILS, LLC	2205



# 10h. New Business

## IFB 2024-002

Selection of County Road 5 Bridge Replacement  
General Contractor



COMPASS ENGINEERING & CONSTRUCTION  
SERVICES, LLC

\$2, 965,816.67



## ARTICLE 5 – BASIS OF BID – BID FORM

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATE	UNIT COST	SUBTOTAL
201000	CLEARING AND GRUBBING	LS	LS	\$ 11,700.00	\$ 11,700.00
203000	UNCLASSIFIED EXCAVATION	C.Y.	3,500	\$ 14.00	\$ 49,000.00
203100	BORROW	C.Y.	2,200	\$ 85.00	\$ 187,000.00
203200	UNSUITABLE MATERIAL EXCAVATION	C.Y.	300	\$ 89.00	\$ 26,700.00
203211	UNSTABLE SUBGRADE STABILIZATION	S.Y.	500	\$ 10.00	\$ 5,000.00
207000	SUBGRADE PREPARATION	S.Y.	2,600	\$ 9.00	\$ 23,400.00
210002	MAJOR STRUCTURE EXCAVATION	C.Y.	240	\$ 24.00	\$ 5,760.00
210003	MAJOR STRUCTURE BACKFILL	C.Y.	150	\$ 180.00	\$ 27,000.00
303000	BASE COURSE	TON	920	\$ 98.00	\$ 90,160.00
405000	DETOUR PAVEMENT CONSTRUCTION	S.Y.	1,100	\$100.00	\$ 110,000.00
408100	PRIME COAT MATERIAL	TON	5	\$ 900.00	\$ 4,500.00
416103	MINOR PAVING TYPE I, HMA SP-III	TON	420	\$ 255.00	\$ 107,100.00
502042	DRILLED SHAFT FOUNDATION 42" DIAMETER	L.F.	312	\$2,010.00	\$627,120.00
502600	OBSTRUCTION REMOVAL	L.F.	20	\$ 240.00	\$ 4,800.00
505000	CROSSHOLE SONIC LOGGING CONSULTANT TESTING	EACH	6	\$ 2,500.00	\$ 15,000.00
505011	LOW STRAIN INTEGRITY CONSULTANT TESTING	EACH	2	\$ 2,200.00	\$ 4,400.00
511000	STRUCTURAL CONCRETE, CLASS A	C.Y.	74	\$ 1,750.00	\$ 129,500.00
511356	BRIDGE ERECTION	EACH	1	\$110,000.00	\$110,000.00
515000	REINFORCED CONCRETE FOR MINOR STRUCTURES	C.Y.	20	\$ 950.00	\$ 19,000.00
540060	REINFORCING BARS GRADE 60	LB	28,600	\$ 3.00	\$ 85,800.00
570030	30" CULVERT PIPE	L.F.	50	\$ 260.00	\$ 13,000.00
570031	30" CULVERT PIPE END SECTION	EACH	2	\$ 4,100.00	\$ 8,200.00
570036	36" CULVERT PIPE	L.F.	40	\$ 350.00	\$ 14,000.00
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	LS	\$ 35,560.00	\$ 35,560.00
601110	REMOVAL OF SURFACING	S.Y.	2,500	\$ 15.00	\$ 37,500.00
602000	RIPRAP CLASS A	C.Y.	630	\$ 350.00	\$ 220,500.00
602030	RIPRAP CLASS D	C.Y.	470	\$ 180.00	\$ 84,600.00
602060	RIPRAP CLASS G	C.Y.	410	\$ 180.00	\$ 73,800.00
602200	GABIONS	C.Y.	240	\$ 520.00	\$ 124,800.00
603100	TEMPORARY SOIL STABILANT	ACRE	2.4	\$ 1,200.00	\$ 2,880.00
603281	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	LS	\$ 5,000.00	\$ 5,000.00
606001	SINGLE FACE W-BEAM GUARDRAIL	L.F.	25	\$ 80.00	\$ 2,000.00
606052	END TREATMENT TL-2 END TERMINAL	EACH	2	\$ 3,600.00	\$ 7,200.00
606053	END TREATMENT W-BEAM END ANCHOR	EACH	2	\$ 2,600.00	\$ 5,200.00
606062	TRANSITION METAL BARRIER TO RIGID BARRIER	EACH	4	\$ 5,000.00	\$ 20,000.00
609324	CONCRETE SLOPED CURB AND GUTTER 6"X24"	L.F.	240	\$ 67.00	\$ 16,080.00
613000	CLEANING CULVERTS AND DRAINAGE STRUCTURES	LS	LS	\$ 5,000.00	\$ 5,000.00
618000	TRAFFIC CONTROL MANAGEMENT	LS	LS	\$ 45,000.00	\$ 45,000.00
621000	MOBILIZATION	LS	LS	\$105,074.00	\$105,074.00
632000	CLASS A SEEDING	ACRE	1	\$ 11,250.00	\$ 11,250.00
632020	CLASS C SEEDING	ACRE	1	\$ 32,621.00	\$ 32,621.00
701000	PANEL SIGNS	S.F.	40	\$ 41.00	\$ 1,640.00
701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	L.F.	110	\$ 38.00	\$ 4,180.00
702610	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	2	\$ 6,500.00	\$ 13,000.00
702710	MOBILE TRAFFIC SIGNAL SYSTEM	EACH	2	\$ 20,000.00	\$ 40,000.00
702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	LS	\$ 45,000.00	\$ 45,000.00
703003	OBJECT MARKER TYPE 3	EACH	4	\$ 350.00	\$ 1,400.00
704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	7,280	\$ 2.00	\$ 14,560.00

801000	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	LS	\$ 49,900.00	\$ 49,900.00
802000	POST CONSTRUCTION PLANS	LS	LS	\$ 5,000.00	\$ 5,000.00
902000	CONTRACTOR PROCESS QUALITY CONTROL	LS	LS	\$12,000	\$12,000
				Subtotal:	\$ 2,698,885.00
				E&C (3%):	\$ 80,966.55
				Subtotal:	\$ 2,779,851.55
				NMGRT (6.68975%)	\$ 185,965.12
				Project total:	\$ 2,965,816.67

## **BID PROPOSAL**

### **TOTAL OF BASE BID – BID LOT 1 – (Including NMGRT)**

\$ Two million,nine hundred sixty five thousand,eight hundred sixteen dollars & sixty seven cents Dollars  
(Base Bid written in words including New Mexico Gross Receipts Tax)

5.02 Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

### **ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete within 150 calendar Days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 180 calendar Days after the date when the Contract Times commence to run. The Bidder also agrees that the following phased work will be completed per the described schedule:

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security.

B. List of Proposed Subcontractors;

### **ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.



MERIDIAN CONTRACTING, INC.

\$3,260,581.14



# ARTICLE 5 – BASIS OF BID – BID FORM

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATE	UNIT COST	SUBTOTAL
201000	CLEARING AND GRUBBING	LS	LS	\$20,000.00	\$20,000.00
203000	UNCLASSIFIED EXCAVATION	C.Y.	3,500	\$23.00	\$80,500.00
203100	BORROW	C.Y.	2,200	\$54.00	\$118,800.00
203200	UNSUITABLE MATERIAL EXCAVATION	C.Y.	300	\$120.00	\$36,000.00
203211	UNSTABLE SUBGRADE STABILIZATION	S.Y.	500	\$82.00	\$41,000.00
207000	SUBGRADE PREPARATION	S.Y.	2,600	\$3.00	\$7,800.00
210002	MAJOR STRUCTURE EXCAVATION	C.Y.	240	\$50.00	\$12,000.00
210003	MAJOR STRUCTURE BACKFILL	C.Y.	150	\$175.00	\$26,250.00
303000	BASE COURSE	TON	920	\$60.00	\$55,200.00
405000	DETOUR PAVEMENT CONSTRUCTION	S.Y.	1,100	\$140.00	\$154,000.00
408100	PRIME COAT MATERIAL	TON	5	\$1,100.00	\$5,500.00
416103	MINOR PAVING TYPE I, HMA SP-III	TON	420	\$250.00	\$105,000.00
502042	DRILLED SHAFT FOUNDATION 42" DIAMETER	L.F.	312	\$1,300.00	\$405,600.00
502600	OBSTRUCTION REMOVAL	L.F.	20	\$1,500.00	\$30,000.00
505000	CROSSHOLE SONIC LOGGING CONSULTANT TESTING	EACH	6	\$5,500.00	\$33,000.00
505011	LOW STRAIN INTEGRITY CONSULTANT TESTING	EACH	2	\$3,500.00	\$7,000.00
511000	STRUCTURAL CONCRETE, CLASS A	C.Y.	74	\$1,600.00	\$118,400.00
511356	BRIDGE ERECTION	EACH	1	\$140,500.00	\$140,500.00
515000	REINFORCED CONCRETE FOR MINOR STRUCTURES	C.Y.	20	\$1,000.00	\$20,000.00
540060	REINFORCING BARS GRADE 60	LB	28,600	\$2.00	\$62,920.00
570030	30" CULVERT PIPE	L.F.	50	\$350.00	\$17,500.00
570031	30" CULVERT PIPE END SECTION	EACH	2	\$2,600.00	\$5,200.00
570036	36" CULVERT PIPE	L.F.	40	\$290.00	\$11,600.00
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	LS	\$60,417.00	\$60,417.00
601110	REMOVAL OF SURFACING	S.Y.	2,500	\$10.00	\$25,000.00
602000	RIPRAP CLASS A	C.Y.	630	\$450.00	\$283,500.00
602030	RIPRAP CLASS D	C.Y.	470	\$160.00	\$75,200.00
602060	RIPRAP CLASS G	C.Y.	410	\$190.00	\$77,900.00
602200	GABIONS	C.Y.	240	\$480.00	\$115,200.00
603100	TEMPORARY SOIL STABILANT	ACRE	2.4	\$2,400.00	\$5,760.00
603281	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	LS	\$40,000.00	\$40,000.00
606001	SINGLE FACE W-BEAM GUARDRAIL	L.F.	25	\$130.00	\$3,250.00
606052	END TREATMENT TL-2 END TERMINAL	EACH	2	\$5,000.00	\$10,000.00
606053	END TREATMENT W-BEAM END ANCHOR	EACH	2	\$3,500.00	\$7,000.00
606062	TRANSITION METAL BARRIER TO RIGID BARRIER	EACH	4	\$6,500.00	\$26,000.00
609324	CONCRETE SLOPED CURB AND GUTTER 6"X24"	L.F.	240	\$75.00	\$18,000.00
613000	CLEANING CULVERTS AND DRAINAGE STRUCTURES	LS	LS	\$10,000.00	\$10,000.00
618000	TRAFFIC CONTROL MANAGEMENT	LS	LS	\$150,000.00	\$150,000.00
621000	MOBILIZATION	LS	LS	\$265,000.00	\$265,000.00
632000	CLASS A SEEDING	ACRE	1	\$15,000.00	\$15,000.00
632020	CLASS C SEEDING	ACRE	1	\$70,000.00	\$70,000.00
701000	PANEL SIGNS	S.F.	40	\$90.00	\$3,600.00
701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	L.F.	110	\$45.00	\$4,950.00
702610	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	2	\$10,000.00	\$20,000.00
702710	MOBILE TRAFFIC SIGNAL SYSTEM	EACH	2	\$17,500.00	\$35,000.00
702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	LS	\$32,500.00	\$32,500.00
703003	OBJECT MARKER TYPE 3	EACH	4	\$220.00	\$880.00
704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	7,280	\$1.20	\$8,736.00



801000	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	LS	70,000.00	70,000.00
802000	POST CONSTRUCTION PLANS	LS	LS	\$12,000.00	12,000.00
902000	CONTRACTOR PROCESS QUALITY CONTROL	LS	LS	\$12,000	\$12,000
				Subtotal:	\$ 2,979,663.00
				E&C (3%):	\$ 89,119.89
				Subtotal:	\$ 3,059,782.89
				NMGRT (6.58975%)	\$ 200,798.25
				6.5625%	
				Project total:	\$ 3,260,581.14

Consider entering the limit or putting a note explaining \$12,000 is the limit for this item.

## **BID PROPOSAL**

### **TOTAL OF BASE BID – BID LOT 1 – (Including NMGR)**

\$ three million two hundred sixty thousand five Dollars  
(Base Bid written in words including New Mexico Gross Receipts Tax)

hundred eighty one  
and 14/100

5.02 Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

### **ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete within 150 calendar Days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 180 calendar Days after the date when the Contract Times commence to run. The Bidder also agrees that the following phased work will be completed per the described schedule:

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security.

B. List of Proposed Subcontractors;

### **ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.



MCMILLN, INC

\$3,465,959.59



# ARTICLE 5 – BASIS OF BID – BID FORM

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATE	UNIT COST	SUBTOTAL
201000	CLEARING AND GRUBBING	LS	LS	10,000 <sup>00</sup>	10,000 <sup>00</sup>
203000	UNCLASSIFIED EXCAVATION	C.Y.	3,500	20 <sup>00</sup>	70,000 <sup>00</sup>
203100	BORROW	C.Y.	2,200	56 <sup>00</sup>	123,200 <sup>00</sup>
203200	UNSUITABLE MATERIAL EXCAVATION	C.Y.	300	54 <sup>00</sup>	16,200 <sup>00</sup>
203211	UNSTABLE SUBGRADE STABILIZATION	S.Y.	500	14 <sup>00</sup>	7,000 <sup>00</sup>
207000	SUBGRADE PREPARATION	S.Y.	2,600	4 <sup>00</sup>	10,400 <sup>00</sup>
210002	MAJOR STRUCTURE EXCAVATION	C.Y.	240	100 <sup>00</sup>	24,000 <sup>00</sup>
210003	MAJOR STRUCTURE BACKFILL	C.Y.	150	250 <sup>00</sup>	37,500 <sup>00</sup>
303000	BASE COURSE	TON	920	105 <sup>00</sup>	96,600 <sup>00</sup>
405000	DETOUR PAVEMENT CONSTRUCTION	S.Y.	1,100	250 <sup>00</sup>	275,000 <sup>00</sup>
408100	PRIME COAT MATERIAL	TON	5	3600 <sup>00</sup>	18,000 <sup>00</sup>
416103	MINOR PAVING TYPE I, HMA SP-III	TON	420	350 <sup>00</sup>	147,000 <sup>00</sup>
502042	DRILLED SHAFT FOUNDATION 42" DIAMETER	L.F.	312	1,400 <sup>00</sup>	436,800 <sup>00</sup>
502600	OBSTRUCTION REMOVAL	L.F.	20	600 <sup>00</sup>	12,000 <sup>00</sup>
505000	CROSSHOLE SONIC LOGGING CONSULTANT TESTING	EACH	6	2,100 <sup>00</sup>	12,600 <sup>00</sup>
505011	LOW STRAIN INTEGRITY CONSULTANT TESTING	EACH	2	2,700 <sup>00</sup>	5,400 <sup>00</sup>
511000	STRUCTURAL CONCRETE, CLASS A	C.Y.	74	3,000 <sup>00</sup>	222,000 <sup>00</sup>
511356	BRIDGE ERECTION	EACH	1	340,000 <sup>00</sup>	340,000 <sup>00</sup>
515000	REINFORCED CONCRETE FOR MINOR STRUCTURES	C.Y.	20	800 <sup>00</sup>	16,000 <sup>00</sup>
540060	REINFORCING BARS GRADE 60	LB	28,600	3 <sup>50</sup>	100,100 <sup>00</sup>
570030	30" CULVERT PIPE	L.F.	50	215 <sup>00</sup>	10,750 <sup>00</sup>
570031	30" CULVERT PIPE END SECTION	EACH	2	5,100 <sup>00</sup>	10,200 <sup>00</sup>
570036	36" CULVERT PIPE	L.F.	40	280 <sup>00</sup>	11,200 <sup>00</sup>
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	LS	50,000 <sup>00</sup>	50,000 <sup>00</sup>
601110	REMOVAL OF SURFACING	S.Y.	2,500	10 <sup>00</sup>	25,000 <sup>00</sup>
602000	RIPRAP CLASS A	C.Y.	630	144 <sup>00</sup>	90,720 <sup>00</sup>
602030	RIPRAP CLASS D	C.Y.	470	200 <sup>00</sup>	94,000 <sup>00</sup>
602060	RIPRAP CLASS G	C.Y.	410	135 <sup>00</sup>	55,350 <sup>00</sup>
602200	GABIONS	C.Y.	240	425 <sup>00</sup>	102,000 <sup>00</sup>
603100	TEMPORARY SOIL STABILANT	ACRE	2.4	10,000 <sup>00</sup>	24,000 <sup>00</sup>
603281	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	LS	8,900 <sup>00</sup>	8,900 <sup>00</sup>
606001	SINGLE FACE W-BEAM GUARDRAIL	L.F.	25	200 <sup>00</sup>	5,000 <sup>00</sup>
606052	END TREATMENT TL-2 END TERMINAL	EACH	2	6,000 <sup>00</sup>	12,000 <sup>00</sup>
606053	END TREATMENT W-BEAM END ANCHOR	EACH	2	3,500 <sup>00</sup>	7,000 <sup>00</sup>
606062	TRANSITION METAL BARRIER TO RIGID BARRIER	EACH	4	3,500 <sup>00</sup>	14,000 <sup>00</sup>
609324	CONCRETE SLOPED CURB AND GUTTER 6"X24"	L.F.	240	200 <sup>00</sup>	48,000 <sup>00</sup>
613000	CLEANING CULVERTS AND DRAINAGE STRUCTURES	LS	LS	3,500 <sup>00</sup>	3,500 <sup>00</sup>
618000	TRAFFIC CONTROL MANAGEMENT	LS	LS	20,000 <sup>00</sup>	20,000 <sup>00</sup>
621000	MOBILIZATION	LS	LS	300,000 <sup>00</sup>	300,000 <sup>00</sup>
632000	CLASS A SEEDING	ACRE	1	4,000 <sup>00</sup>	4,000 <sup>00</sup>
632020	CLASS C SEEDING	ACRE	1	10,000 <sup>00</sup>	10,000 <sup>00</sup>
701000	PANEL SIGNS	S.F.	40	200 <sup>00</sup>	8,000 <sup>00</sup>
701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	L.F.	110	80 <sup>00</sup>	8,800 <sup>00</sup>
702610	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	2	18,000 <sup>00</sup>	36,000 <sup>00</sup>
702710	MOBILE TRAFFIC SIGNAL SYSTEM	EACH	2	20,000 <sup>00</sup>	40,000 <sup>00</sup>
702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	LS	30,000 <sup>00</sup>	30,000 <sup>00</sup>
703003	OBJECT MARKER TYPE 3	EACH	4	400 <sup>00</sup>	1,600 <sup>00</sup>
704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	7,280	7 <sup>00</sup>	50,960 <sup>00</sup>

801000	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	LS	80,000.00	80,000.00
802000	POST CONSTRUCTION PLANS	LS	LS	5,000.00	5,000.00
902000	CONTRACTOR PROCESS QUALITY CONTROL	LS	LS	\$12,000	\$12,000
				Subtotal:	\$3,157,780.00
				E&C (3%):	\$94,733.40
				Subtotal:	\$3,252,513.40
			6.5625%	NMGRT	\$213,446.19
				Project total:	\$3,465,959.59

Consider entering the limit or putting a note explaining \$12,000 is the limit for this item.

## **BID PROPOSAL**

**TOTAL OF BASE BID – BID LOT 1 – (Including NMGR)**

**THREE MILLION FOUR HUNDRED SIXTY FIVE THOUSAND  
\$ NINE HUNDRED FIFTY NINE AND 59/100 ——— Dollars**  
(Base Bid written in words including New Mexico Gross Receipts Tax)

5.02 Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

### **ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete within 150 calendar Days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 180 calendar Days after the date when the Contract Times commence to run. The Bidder also agrees that the following phased work will be completed per the described schedule:

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security.
- B. List of Proposed Subcontractors;

### **ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.



VITAL CONSULTING GROUP, LLC

\$3,853,176.50



## ARTICLE 5 – BASIS OF BID – BID FORM

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATE	UNIT COST	SUBTOTAL
201000	CLEARING AND GRUBBING	LS	LS	19,000.00	\$19,000.00
203000	UNCLASSIFIED EXCAVATION	C.Y.	3,500	30.00	\$105,000.00
203100	BORROW	C.Y.	2,200	36.00	\$79,200.00
203200	UNSUITABLE MATERIAL EXCAVATION	C.Y.	300	64.00	\$19,200.00
203211	UNSTABLE SUBGRADE STABILIZATION	S.Y.	500	49.00	\$24,500.00
207000	SUBGRADE PREPARATION	S.Y.	2,600	4.00	\$10,400.00
210002	MAJOR STRUCTURE EXCAVATION	C.Y.	240	46.00	\$11,040.00
210003	MAJOR STRUCTURE BACKFILL	C.Y.	150	180.00	\$27,000.00
303000	BASE COURSE	TON	920	100.00	\$92,000.00
405000	DETOUR PAVEMENT CONSTRUCTION	S.Y.	1,100	95.00	\$104,500.00
408100	PRIME COAT MATERIAL	TON	5	3,800.00	\$19,000.00
416103	MINOR PAVING TYPE I, HMA SP-III	TON	420	335.00	\$140,700.00
502042	DRILLED SHAFT FOUNDATION 42" DIAMETER	L.F.	312	2,250.00	\$702,000.00
502600	OBSTRUCTION REMOVAL	L.F.	20	2,200.00	\$44,000.00
505000	CROSSHOLE SONIC LOGGING CONSULTANT TESTING	EACH	6	3,150.00	\$18,900.00
505011	LOW STRAIN INTEGRITY CONSULTANT TESTING	EACH	2	1,900.00	\$3,800.00
511000	STRUCTURAL CONCRETE, CLASS A	C.Y.	74	1,850.00	\$136,900.00
511356	BRIDGE ERECTION	EACH	1	175,000.00	\$175,000.00
515000	REINFORCED CONCRETE FOR MINOR STRUCTURES	C.Y.	20	1,900.00	\$38,000.00
540060	REINFORCING BARS GRADE 60	LB	28,600	3.00	\$85,800.00
570030	30" CULVERT PIPE	L.F.	50	230.00	\$11,500.00
570031	30" CULVERT PIPE END SECTION	EACH	2	2,400.00	\$4,800.00
570036	36" CULVERT PIPE	L.F.	40	315.00	\$12,600.00
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	LS	88,500.00	\$88,500.00
601110	REMOVAL OF SURFACING	S.Y.	2,500	20.00	\$50,000.00
602000	RIPRAP CLASS A	C.Y.	630	460.00	\$289,800.00
602030	RIPRAP CLASS D	C.Y.	470	230.00	\$108,100.00
602060	RIPRAP CLASS G	C.Y.	410	230.00	\$94,300.00
602200	GABIONS	C.Y.	240	390.00	\$93,600.00
603100	TEMPORARY SOIL STABILANT	ACRE	2.4	3,900.00	\$9,360.00
603281	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	LS	21,000.00	\$21,000.00
606001	SINGLE FACE W-BEAM GUARDRAIL	L.F.	25	190.00	\$4,750.00
606052	END TREATMENT TL-2 END TERMINAL	EACH	2	7,000.00	\$14,000.00
606053	END TREATMENT W-BEAM END ANCHOR	EACH	2	6,300.00	\$12,600.00
606062	TRANSITION METAL BARRIER TO RIGID BARRIER	EACH	4	5,700.00	\$22,800.00
609324	CONCRETE SLOPED CURB AND GUTTER 6"X24"	L.F.	240	43.00	\$10,320.00
613000	CLEANING CULVERTS AND DRAINAGE STRUCTURES	LS	LS	16,000.00	\$16,000.00
618000	TRAFFIC CONTROL MANAGEMENT	LS	LS	162,000.00	\$162,000.00
621000	MOBILIZATION	LS	LS	305,000.00	\$305,000.00
632000	CLASS A SEEDING	ACRE	1	23,000.00	\$23,000.00
632020	CLASS C SEEDING	ACRE	1	40,000.00	\$40,000.00
701000	PANEL SIGNS	S.F.	40	50.00	\$2,000.00
701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	L.F.	110	35.00	\$3,850.00
702610	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	2	28,000.00	\$56,000.00
702710	MOBILE TRAFFIC SIGNAL SYSTEM	EACH	2	31,000.00	\$62,000.00
702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	LS	45,000.00	\$45,000.00
703003	OBJECT MARKER TYPE 3	EACH	4	285.00	\$1,140.00
704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	7,280	1.50	\$10,920.00

801000	CONS UC ON AK NG BY HE CONT AC OR	LS	LS	51,000.00	\$51,000.00
802000	POST CONSTRUCTION PLANS	LS	LS	12,500.00	\$12,500.00
902000	CONTRACTOR PROCESS QUALITY CONTROL	LS	LS	\$12,000	\$12,000
				Subtotal:	\$ 3,506,380.00
				E&C (3%):	\$ 105,191.40
				Subtotal:	\$ 3,611,571.40
				NMGRT (6.68975%)	\$ 241,605.10
				Project total:	\$ 3,853,176.50

Consider entering the limit or putting a note explaining \$12,000 is the limit for this item.

## **BID PROPOSAL**

### **TOTAL OF BASE BID – BID LOT 1 – (Including NMGR)**

\$ Three Million, Eight Hundred Fifty Three Thousand, One Hundred Seventy Six Dollars and Fifty Cents Dollars  
(Base Bid written in words including New Mexico Gross Receipts Tax)

5.02 Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

### **ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete within 150 calendar Days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 180 calendar Days after the date when the Contract Times commence to run. The Bidder also agrees that the following phased work will be completed per the described schedule:

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security.
- B. List of Proposed Subcontractors;

### **ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.



HASSE CONTRACTING CO, INC

\$4,358,544.78



## ARTICLE 5 – BASIS OF BID – BID FORM

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATE	UNIT COST	SUBTOTAL
201000	CLEARING AND GRUBBING	LS	LS	\$34,910.00	\$34,910.00
203000	UNCLASSIFIED EXCAVATION	C.Y.	3,500	\$29.40	\$102,900.00
203100	BORROW	C.Y.	2,200	\$50.00	\$110,000.00
203200	UNSUITABLE MATERIAL EXCAVATION	C.Y.	300	\$87.20	\$26,160.00
203211	UNSTABLE SUBGRADE STABILIZATION	S.Y.	500	\$81.00	\$40,500.00
207000	SUBGRADE PREPARATION	S.Y.	2,600	\$12.30	\$31,980.00
210002	MAJOR STRUCTURE EXCAVATION	C.Y.	240	\$68.95	\$16,548.00
210003	MAJOR STRUCTURE BACKFILL	C.Y.	150	\$170.00	\$25,500.00
303000	BASE COURSE	TON	920	\$94.00	\$86,480.00
405000	DETOUR PAVEMENT CONSTRUCTION	S.Y.	1,100	\$137.00	\$150,700.00
408100	PRIME COAT MATERIAL	TON	5	\$2,180.00	\$10,900.00
416103	MINOR PAVING TYPE I, HMA SP-III	TON	420	\$268.00	\$112,560.00
502042	DRILLED SHAFT FOUNDATION 42" DIAMETER	L.F.	312	\$1,370.00	\$427,440.00
502600	OBSTRUCTION REMOVAL	L.F.	20	\$1,055.00	\$21,100.00
505000	CROSSHOLE SONIC LOGGING CONSULTANT TESTING	EACH	6	\$3,515.00	\$21,090.00
505011	LOW STRAIN INTEGRITY CONSULTANT TESTING	EACH	2	\$4,570.00	\$9,140.00
511000	STRUCTURAL CONCRETE, CLASS A	C.Y.	74	\$2,720.00	\$201,280.00
511356	BRIDGE ERECTION	EACH	1	\$409,760.00	\$409,760.00
515000	REINFORCED CONCRETE FOR MINOR STRUCTURES	C.Y.	20	\$3,735.00	\$74,700.00
540060	REINFORCING BARS GRADE 60	LB	28,600	\$3.75	\$107,250.00
570030	30" CULVERT PIPE	L.F.	50	\$250.00	\$12,500.00
570031	30" CULVERT PIPE END SECTION	EACH	2	\$2,930.00	\$5,860.00
570036	36" CULVERT PIPE	L.F.	40	\$245.00	\$9,800.00
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	LS	\$127,000.00	\$127,000.00
601110	REMOVAL OF SURFACING	S.Y.	2,500	\$12.90	\$32,250.00
602000	RIPRAP CLASS A	C.Y.	630	\$564.00	\$355,320.00
602030	RIPRAP CLASS D	C.Y.	470	\$210.00	\$98,700.00
602060	RIPRAP CLASS G	C.Y.	410	\$218.00	\$89,380.00
602200	GABIONS	C.Y.	240	\$470.00	\$112,800.00
603100	TEMPORARY SOIL STABILANT	ACRE	2.4	\$1,335.00	\$3,204.00
603281	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	LS	\$8,565.00	\$8,565.00
606001	SINGLE FACE W-BEAM GUARDRAIL	L.F.	25	\$134.00	\$3,350.00
606052	END TREATMENT TL-2 END TERMINAL	EACH	2	\$5,270.00	\$10,540.00
606053	END TREATMENT W-BEAM END ANCHOR	EACH	2	\$2,705.00	\$5,410.00
606062	TRANSITION METAL BARRIER TO RIGID BARRIER	EACH	4	\$6,995.00	\$27,980.00
609324	CONCRETE SLOPED CURB AND GUTTER 6"X24"	L.F.	240	\$105.00	\$25,200.00
613000	CLEANING CULVERTS AND DRAINAGE STRUCTURES	LS	LS	\$5,675.00	\$5,675.00
618000	TRAFFIC CONTROL MANAGEMENT	LS	LS	\$152,430.00	\$152,430.00
621000	MOBILIZATION	LS	LS	\$378,415.50	\$378,415.50
632000	CLASS A SEEDING	ACRE	1	\$49,195.00	\$49,195.00
632020	CLASS C SEEDING	ACRE	1	\$63,250.00	\$63,250.00
701000	PANEL SIGNS	S.F.	40	\$55.50	\$2,220.00
701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	L.F.	110	\$38.65	\$4,251.50
702610	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	2	\$22,375.00	\$44,750.00
702710	MOBILE TRAFFIC SIGNAL SYSTEM	EACH	2	\$46,775.00	\$93,550.00
702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	LS	\$50,475.00	\$50,475.00
703003	OBJECT MARKER TYPE 3	EACH	4	\$316.25	\$1,265.00
704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	7,280	\$1.70	\$12,376.00



801000	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	LS	\$141,890.00	\$141,890.00
802000	POST CONSTRUCTION PLANS	LS	LS	\$10,500.00	\$10,500.00
902000	CONTRACTOR PROCESS QUALITY CONTROL	LS	LS	\$12,000.00	\$12,000.00
				Subtotal:	\$3,971,000.00
				E&C (3%):	\$119,130.00
				Subtotal:	\$4,090,130.00
				NMGRT (6.5625%)	\$268,414.78
				Project total:	\$4,358,544.78

## **BID PROPOSAL**

### **TOTAL OF BASE BID – BID LOT 1 – (Including NMGR)**

FOUR MILLION THREE HUNDRED FIFTY EIGHT THOUSAND FIVE HUNDRED FORTY

\$ FOUR DOLLARS AND SEVENTY EIGHT CENTS

Dollars

(Base Bid written in words including New Mexico Gross Receipts Tax)

5.02 Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

### **ARTICLE 6 – TIME OF COMPLETION**

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### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security.
- B. List of Proposed Subcontractors;

### **ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.



# 10i. New Business

## Ambulance Service Committee

Selection of 2 County Board Members



# 10j. New Business

# Memorandum of Understanding

Between Cibola County Sheriffs  
and  
13<sup>th</sup> Judicial District Juvenile Treatment Court

**STATE OF NEW MEXICO  
THIRTEENTH JUDICIAL DISTRICT COURT  
MEMORANDUM OF UNDERSTANDING  
WITH  
THE COUNTY OF CIBOLA  
FOR THE  
CIBOLA COUNTY/THIRTEENTH JUDICIAL  
DISTRICT JUVENILE TREATMENT COURT**

**THIS MEMORANDUM OF UNDERSTANDING ("MOU")** is made and entered into by and between the Cibola County/13<sup>th</sup> Judicial Juvenile Treatment Court and the above stated collaborating parties.

**WHEREAS**, the purpose of this MOU is to establish the expectations of the parties working with the Cibola County/13<sup>th</sup> Judicial Juvenile Treatment Court, which is a treatment court focusing on individualized treatment and support of participants with substance use and/or mental health disorders;

**WHEREAS**, for the participant to be successful in their journey of recovery, there must be cooperation with a network of stakeholders to facilitate and achieve the mission and goals of the Cibola County/13<sup>th</sup> Judicial Juvenile Treatment Court;

**WHEREAS**, the Cibola County/13<sup>th</sup> Judicial Juvenile Treatment Court has a multi-disciplinary team consisting of, at minimum, the presiding Program Judge, Support Officer(s), a representative from the District Attorney's Office, a representative from the Office of the Public Defender, a Contracted Treatment Provider, a Law Enforcement Officer, and a Program Coordinator;

**WHEREAS**, the New Mexico Supreme Court established Treatment Court Standards (STANDARDS) with an expectation that every treatment court maintain alignment with the STANDARDS;

**WHEREAS**, the STANDARDS require that all participating agencies must sign an MOU annually that specifies interagency information-sharing, expectations, and procedures for ensuring the continuity of care and that all legal policies are followed, including confidentiality and other standards necessary to the operation of each treatment court; and

**WHEREAS**, the STANDARDS further indicate that the Agency-level MOU specify the partner agencies' commitment to the treatment court philosophy and practices, ongoing system improvement, and collaboration.

**EXPECTATIONS OF THE PARTIES**

- A.** The Parties commit to the treatment court philosophy and practices, ongoing system improvement, collaboration with the team, and cooperation with efforts to establish treatment courts that meet the minimum standards of the judicial branch in order to achieve improvement in public safety through effective treatment, monitoring, and support of Participant;



- B. The Parties agree, in order to advance the goals of the treatment court program, they will coordinate in good faith with all other members of the team in a non-adversarial manner. As part of that coordination, the Parties will share information as needed by the situation and as authorized by law in order to support the Participant's successful participation and treatment in the program.
- C. The Parties will support the Cibola County/13<sup>th</sup> Judicial Juvenile Treatment Court by making appropriate adjustments to internal policies, practices, and procedures to ensure the successful day-to-day operation of the treatment court, and will support their designated representative's service as an active member of the multidisciplinary team;
- D. The Parties commit to utilizing a family-centered approach, that is, attempting to meet the needs of the family unit through a comprehensive array of clinical treatment and related support services;
- E. The Parties agree to deliberately engage and work collaboratively with parents/guardians/caregivers throughout the court process (court hearings, supervision/discipline of child, and treatment programs), including addressing the specific barriers to their full engagement.
- F. The Parties agree that drug test results shall not be used as evidence of a new crime or as the sole basis for probation violations;
- G. The Parties will cooperate with the collection and maintenance of statistical and evaluation information based on the STANDARDS adopted by the Supreme Court;
- H. The Parties agree to have agency-wide communication and cooperation among dedicated treatment court personnel with the sponsoring court and participating agencies.
- I. The Parties acknowledge and agree to support the Code of Conduct for Treatment Court Team Members outlined in Appendix I of the NM Treatment Court Standards

The expectations of the Court are to:

1. Designate and train a Program Coordinator to oversee the Cibola County/13<sup>th</sup> Judicial Juvenile Treatment Court;
2. Provide oversight of the day to day operations of the Cibola County/13<sup>th</sup> Judicial Juvenile Treatment Court;
3. Monitor the Cibola County/13<sup>th</sup> Judicial Juvenile Treatment Court compliance with short and long-term goals and objectives;
4. Gather and prepare Court data for essential reporting;
5. Monitor compliance of independent contractors providing treatment and other services for participants under contract with the Court;
6. Ensure assigned staff engages in onboarding and ongoing cross-training and interdisciplinary education; and
7. Hire, train, and supervise Support Officer(s) *(if applicable)*

The expectations of the Court's Juvenile Treatment Court are to:

1. Designate a staff member(s) who shall be present at all treatment court sessions (including multidisciplinary team staffing and the treatment court docket) to report on

participants' progress, compliance, etc., and ensure the assigned individual has signed the *Team Member MOU*.

2. Assign a full or part-time Presiding Treatment Court Judge to the Cibola County/13th Judicial Juvenile Treatment Court for a minimum of 2 years when feasible, to ensure stability and continuity of day-to-day operations and to strengthen collaborative relationships between the key professionals;
3. If funding is available, assign staff, and alternates, to be designated to the treatment court based on personal interest in the treatment court, interpersonal skills, motivation, and professional abilities, within their job description;
4. Encourage assigned team member(s) to engage in onboarding and ongoing cross-training and interdisciplinary education;
5. Support the quality engagement initiatives, such as certification and peer review, that measure and promote alignment with the STANDARDS.

### **CONFIDENTIALITY**

- A. Compliance with Applicable Laws: Release of Information: The parties to this Agreement agree to comply with all applicable federal, state, and local laws, rules, and regulations governing the confidentiality and privacy of individually identifiable health information, which may include but is not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Privacy Rule, 45 CFR 160, and 164, and 42 CFR Part 2 on the Confidentiality of Substance Use Disorder Patient Records. The parties further understand and agree that any communication with outside medical and mental health providers including the contracted treatment provider or otherwise shall be subject to any Release of Information ("ROI") that a Participant has duly authorized and signed. Any limitations placed on redisclosure pursuant to an ROI will be strictly adhered to.
- B. The Parties are responsible for creating policies and procedures to ensure the confidentiality of information obtained through participation in the program. They also are responsible for ensuring that all employees, staff, or other persons involved with the program are trained on the appropriate measures to ensure confidentiality.
- C. The Parties shall take reasonable steps to ensure that all confidential information that is stored or accessed via digital means is protected from unauthorized access.
- D. Staffing Sheets prepared by the Program Coordinator, Probation/Surveillance Officer(s), or other designated staff member are distributed to the Multidisciplinary Team. All staffing sheets shall be kept confidential between all signors to this MOU and shall not be to anyone not authorized and appointed to the multidisciplinary team.

### **MISCELLANEOUS**

- A. Term; Termination: This MOU shall terminate one year as of the date of the last signature below,

however, the Parties may mutually agree in writing to the termination of this MOU. The Court may terminate this MOU at any time and further Provided that any Party, in its sole discretion, can withdraw from participation in this MOU upon ten (10) days written notice to the Court. The termination of any contract between the Court and any Contracted Treatment Provider or any other Party to this MOU for services for Participants the Cibola County/13th Judicial Juvenile Treatment Court shall constitute a termination of that Provider's or Party's participation in this MOU. The MOU will be reviewed and signed annually by all parties.

- B. Amendment: This MOU shall not be altered, changed, or amended except by written mutual agreement of the Parties hereto.

**IN WITNESS WHEREOF**, the Parties have executed this MOU.

**CIBOLA COUNTY/THIRTEENTH JUDICIAL DISTRICT JUVENILE TREATMENT COURT**

\_\_\_\_\_  
(Name/Signature), Presiding Judge

\_\_\_\_\_  
Date

**COUNTY OF CIBOLA**

**APPROVED, ADOPTED, AND PASSED** on this 23<sup>rd</sup> day of May 2024.

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Christine Lowery, Chair

---

Ralph Lucero, 1<sup>st</sup> Vice-Chair

---

Daniel Torrez, 2<sup>nd</sup> Vice-Chair

---

Martha Garcia, Commissioner

---

Robert Windhorst, Commissioner

ATTEST:

---

Michelle E. Dominguez  
Cibola County Clerk

---

Larry Diaz, Sheriff

---

Date



## ADDENDUM A: DESCRIPTION OF TEAM MEMBER ROLES

1. *Presiding Judge*: The judge is the leader of the team and effectively guides the team to develop all the protocols and procedures of the program. The judge ensures the participant's due process and other legal & constitutional rights are protected. The judge is knowledgeable about the policy and procedures of the program and participant cases, knows participants by name, encourages them to succeed, and treats them fairly and with respect. The judge strives to engage each participant in meaningful interaction for a minimum of three (3) minutes and finds ways to acknowledge progress even when having to hold the participant accountable. The judge will make the final decision on behavior responses and program-related changes based on input from the team. The judge serves as a program advocate by utilizing his/her community leadership role to create interest and develop support for the program. The judge should serve for a minimum of two years.
2. *Program Coordinator (also known as program coordinator or treatment court coordinator)*: The individual on the treatment court team responsible for coordinating activities of the team on behalf of the judge, supervising participant engagement, collecting treatment, field support, and probation reports, and providing consolidated reports to the team. The Program Coordinator educates referral sources and the community on eligibility standards and program goals, encourages team members to educate other professionals within their fields and in the community, and develops team building activities. The Program Coordinator may also administer brief screening instruments designed to identify participants requiring more in-depth clinical assessments. The program coordinator may also be responsible for overseeing contractual obligations, ensuring policies and procedures are followed, ensuring accurate and timely collection of data, and facilitating communication between team members and partner agencies. Additionally, this individual will ensure each participant file is complete and includes all admission documents, program acceptance, and enrollment forms (e.g. waivers, contracts, consent forms, and written agreements). The coordinator will schedule orientation / onboarding for new team members and ensure all professional development and continuing education that is completed by team members is documented. The coordinator will be the primary contact for all team members, including the alumni coordinator and veteran mentor coordinator; and will be responsible for ensuring staffing and treatment court sessions are scheduled and provide notification of the calendar to the team. The Program Coordinator role may be filled by treatment providers, court employees, local/state government staff, or contractors with various job titles such as treatment court coordinator, probation officer, Program Coordinator, case manager, field support officer, etc.
3. *Support Officer (e.g. supervision officer, compliance officer, or court probation officer)*: Support officers further the accountability of participants by monitoring compliance with the orders of the court and program expectations in a supportive and structured way. They use a skills-based and motivational approach, following the Core Correctional Practices and Motivational Interviewing models. They may be responsible for conducting intakes and administering

risk/need tools, performing drug and alcohol testing, conducting home or employment contacts, and monitoring curfew or travel restrictions. Support officers' caseloads will not exceed thirty (30) participants.

4. *Field Support Officer (formerly known as surveillance officer)*: Performs field support in the community and at the participants' residence and place of employment, as well as case management activities. The field support officer provides responses to participant behavior such as increasing or decreasing probation/field support requirements and increasing or decreasing case management activities (also previously called "monitoring"). Field contact and case management provides key information to the team about participant behavior that allows the team to respond appropriately and also provides support to participants when they are struggling. Field support contacts and case management activities are increased or decreased based on the support needed by the participant. Supervision /support responses are not incentives, sanctions, or clinical treatment. The field support specialist represents the court and extends the benefits of the treatment court program to the doorstep of the participant.
5. *Case Manager*: Although the management of participant cases is typically a combined team effort, the case manager is an integral part of the team and the success of the participant. The case manager is responsible for assisting the participant with stabilization and community supports, such as finding safe, stable, and drug-free housing; identifying transportation options; securing public assistance; etc. The case manager may also administer brief screening instruments designed to identify participants requiring more in-depth clinical assessments. The case manager responsibilities may be completed by one or more team members such as the treatment court coordinator, treatment provider, field support/supervision specialist, etc. The case manager works collaboratively with the support officer(s) and treatment provider to develop an integrated case plan, and provides relevant information to the team regarding the status and facilitation of these services.
6. *Clinical Case Manager*: The individual on the treatment court team responsible for administering a validated assessment instrument to determine whether participants require complementary treatment or social services, providing or referring participants for indicated services, and keeping the treatment court team apprised of participants' progress. Participants meet with the clinical case manager or treatment provider weekly during the first phase.
7. *Treatment Provider/Representative*: : This role may be filled by an addiction counselor, psychologist, or clinical case manager licensed to provide treatment for substance use disorders and other services such as mental health counseling or vocational rehabilitation. The treatment representative typically facilitates and/or reports on treatment groups and individual treatment services, provides relapse prevention and continuing care to participants, and may serve as the clinical case manager. The treatment representative will provide clinical knowledge and expertise to the team and during staffing. The treatment provider / representative ensures that referrals are evaluated in a timely and competent process and that placement and transportation are effectuated in an expedited manner. This position ensures the participant receives the highest level of care available, at a reasonable cost, by all contracted and ancillary service providers.

8. *Defense Attorney:* The defense counsel participates fully as a member of the team in a non-adversarial manner, committing to the program goals. The defense attorney reviews the arrest, warrant, affidavits, charging document, and other relevant information and reviews all program documents (e.g. waivers, written agreements, etc.). They ensure that all participants are informed of their rights, potential consequences they may face throughout the program, legal options, treatment options, program conditions, and sentencing outcomes while developing a relationship with the offender that promotes the offender's long-term best interest. Although a dedicated team member, the defense counsel's primary obligation is to represent and advocate for individual clients, protect their constitutional rights, and represent them zealously and individually, not collectively on behalf of a program. They will provide the participant and court with input on alternative courses of action, including legal and treatment alternatives available outside the program. The defense attorney will advise participants as to the nature and purpose of the treatment court, the rules governing participation, the consequences of abiding or failing to abide by the rules, and how participating or not participating in the program will affect his or her interest, as well as the long-term benefits of recovery. They will also explain to the participants their rights that will temporarily or permanently be relinquished, that criminal prosecution for admitting to substance or alcohol use in open court will not be invoked and encourage participants to be honest with the team. The defense attorney represents the treatment court program to other attorneys.
9. *Prosecutor:* The prosecuting attorney advocates on behalf of public safety and victim interests and holds participants accountable for meeting their obligations in the program. They will review the case to determine if an individual is eligible for the program and file all necessary legal documents. The prosecutor agrees that a positive drug/alcohol test or "admission" of drug possession or use will not result in filing additional charges. They will assist the team in making decisions regarding behavior responses and participants' continued enrollment in the program, based on treatment participation and progress, rather than on legal aspects of the case, barring additional criminal behavior. The prosecutor represents the treatment court program to other attorneys.
10. *Law Enforcement Officer:* The law enforcement officer engages with the treatment court as a means of effective community policing that is shaped by principles of prevention, meaningful intervention, empowerment, collaboration, and cooperative problem solving. The law enforcement officer provides pertinent participant information from law enforcement sources to the team, including any negative law enforcement contact. The officer also makes recommendations to the team, assists in the identification of potential drug court participants, facilitates the swift delivery of bench warrants for participants who have absconded from the program, and acts as a liaison to police agencies, providing education, information and training on the importance of the drug court program to community safety and the benefits of law enforcement in collaborating with the treatment court. The law enforcement officer may work closely with support officers to facilitate community contacts and otherwise provides assistance, information and support to participants in the community encouraging them to

succeed in the program.

11. [If Applicable] *Tribal Liaison*: The Tribal Liaison works with the treatment court to establish and maintain effective relations and communication between the treatment court team and the tribal government they represent. They will work with the team to promote greater awareness and mutual understanding of Native American culture, life, healing practices, and concerns that affect the Native American population being served in the treatment court. The Liaison will advocate to improve physical and behavioral health services for Native American participants of the treatment court. As tribal governmental leaders they will advocate on behalf of the participants by communicating with stakeholders and leaders in the surrounding communities to find resources that will aid and benefit treatment court participants. Liaisons will provide recommendations and assist with resolutions to issues and concerns related to the delivery of treatment court services, such as improved access to integrated coordinated care, development and implementation of new initiatives, along with fostering inter-agency collaboration with tribal entities. They will meet regularly with the treatment court team and provide feedback and information to tribal governments and discuss relevant issues and concerns that impact the Native American population with regard to the treatment court program initiatives and participant needs. Tribal Liaisons will attend training relevant to the treatment court and provide information on opportunities to treatment court team members on cultural sensitivity, cultural practices in healing and information on crisis services, suicide prevention, drug prevention, and health education for Native American tribes in the surrounding area.
12. [If Applicable] *Mentor Coordinator*: Ensures the efficient and successful operation of the mentor program in the Veterans Treatment Court (VTC). Mentor Coordinators recruit, screen, train and manage volunteer mentors and are familiar with the structure and operation of the VTC.
13. [If Applicable] *Veterans Justice Outreach Specialist (VJO)*: The VJO serves as a liaison to the VA Medical Center and facilities. Connects participants to VA services, coordinates reporting from the VA, checks and assists with eligibility for services, provides case management for VA eligible participants, provides the VTC with treatment updates, serves as a resource for team members, helps the VTC identify veterans and is available for input and assessment information of participants.
14. [If Applicable] *School Liaison / School Resource Officer*: School representatives may include teachers, principals, superintendents, and other education administrators. The school representative may be a full-time JDC team member and attend all juvenile drug court pre-court staffings and court hearings or serve on a part-time basis and attend as needed. In some jurisdictions, they act merely as a liaison to the



schools and submit data and reports to the team. The primary responsibilities of the school representative are to ensure that the team is informed of any concerns on the part of the schools, help the team understand school environments and terms, and connect the team to any potential school-based resources. The school representative should engage fully in the collaborative team process and be willing to compromise with team members while ensuring that school safety concerns and the education needs of the youth are addressed. *ncjfcj.org*

**15.** [If Applicable] *Program Director:* Although the specific responsibilities of the program director may vary by jurisdiction, this individual coordinates the operations of multiple treatment court programs within a single judicial district, overseeing the individual program managers and processes, to ensure evidence-based practices are employed. The program director supports program judges and respects the roles and responsibilities of all team members while collaborating for administrative and fiscal efficiency. The program director works with the program coordinators/managers to ensure operations align with the *NM Treatment Court Standards*.



10k. (1) New Business

Requisitions Over  
\$20,000

Fire Equipment/Artesia Fire Equipment/Laguna  
Fire Protection

\$34,800

PLEASE REMEMBER ANY REQUISITIONS OVER \$500.00 NOW REQUIRE 3 HARD QUOTES. ANY REQUISITION \$10,000.00 OR MORE WILL NEED TO GO ON THE AGENDA FOR COMMISSION APPROVAL. IF USING STATE CONTRACT PLEASE LIST CONTRACT # ABOVE AS WELL AS THE FIRST 4 PAGES OF THE STATE CONTRACT, OTHERWISE IT WILL BE SENT BACK

# Artesia Fire Equipment , Inc.

PO Box 1367  
1014 S. First St.  
Artesia, NM 88210

Phone# 800-748-2076 Art. / 888-477-9055 Alb.

## Quotation

DATE	Quote NO.
4/17/2024	31631

NAME / ADDRESS
Cibola County Purchasing Office 700 East Roosevelt Suite 50 Grants, NM 87020 505-287-9431 wendy@co.cibola.nm.us

SHIPPING ADDRESS
LAGUNA FIRE DEPARTMENT CHIEF JOHN GARCIA jgarcia@pol-nsn.gov (505) 552-1951

PRICES MAY CHANGE AFTER: 5/17/2024

ATTENTION:

CUSTOMER REF. NO.

REP

FOB

TERMS

SCOTT ARAGON

LAGUNA FD

GP

DESTINATION

Net 30

ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
HU-271455000-9	HU-271455000-9 HURST eDRAULIC SP555 E3 SPREADER 9ah PACKAGE, INCLUDES (2) 9ah BATTERIES, (1) 110V BATTERY CHARGER	1	13,150.00		13,150.00
HU-272489000-9	HU-272489000-9 HURST S789 eDRAULIC CUTTER 9ah PACKAGE, INCLUDES (2) 9ah BATTERIES, (1) 110V CHARGER	1	12,025.00		12,025.00
HU-274485000-9	HU-274485000-9 HURST R521 E3 RAM PACKAGE 9ah, INCLUDES, (2) 9ah BATTERIES, (1) 100V CHARGER	1	9,325.00		9,325.00
FREIGHT	Shipping		300.00		300.00
ITEMS MAY BE OURCHASED UTILZING THE ALBUQUERQUE FIRE EQUIPMENT CONTRACT NO. SHR000022403					
			TOTAL		\$34,800.00

NM In-State 5% Preference -  
Resident Business # L0809081264

SIGNATURE \_\_\_\_\_



**City of Albuquerque  
Procurement Contract**

**ARTESIA FIRE EQUIPMENT INC**  
7011 HUSEMAN PL SW  
ALBUQUERQUE NM 87121

<b>Contract ID</b>	<b>SHR000022403</b>
<b>Contract Dates</b>	<b>07/01/2021 - 06/30/2025</b>
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<b>Origin</b>	<b>FIR</b>
<b>Page 1 of 17</b>	

**Supplier Contact:**  
**Glenda Perry**  
**505-877-9055**  
**glenda@artesiafire.com**

**Supplier ID: 0000127075**

**Description: Firefighting Equipment**

<b>ITEM #</b>	<b>ITEM DESCRIPTION</b>	<b>Category</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT PRICE</b>
1	Adapter, 2.5 Inch Double Female 35-25x25	34072	-	EA	26.50
2	Adapter, 2.5 Inch Double Male 36-25x25	34072	-	EA	14.95
3	Adapter, 4.5 Inch Female Swivel NH X 5 INCH Rocker Lug Storz Loc Model: HSFS50-NHLH	34072	-	EA	172.00
4	Adapter, 5 Inch Storz X 4 Inch Nh Long Handle Female 3-Degree Model: KOSKE54L	34072	-	EA	234.35
5	Adapter, 5 Inch Storz X 2.2 1/2 Inch Clappered Female Siamese Model: 1267	34072	-	EA	1,195.00
6	Axe, Flathead 8lb Model: FA8	34072	-	EA	99.75
7	Bar, Chainsaw Ventmaster 572HD-16-DG	34072	-	EA	219.00
8	Bag, Hydrant Took Kit (Without Tools) Model: FB701	34072	-	EA	52.00
9	Boots, Bunker Boots, Globe Supreme 14 Inch Pull-On Structural Boots Item: 1201420	34072	-	EA	325.00
10	Belt, Ladder, (Pompier) Model: 531-3	34072	-	EA	149.65
11	Can, Safety Gasoline 1 Gal. Model: 10301	34072	-	EA	34.85
12	Cap. 2.5 Inch Brass Rocker Lug Model: HCC2808A8	34072	-	EA	25.50
13	Cap, 5 Inch Storz Bling Model: HBC-50	34072	-	EA	68.50
14	Chain, Chainsaw (Rapture Carbide Chain) Model: TV415-001	34072	-	EA	217.15
15	Chainsaw, Depth Gauge Model: KIS-40C	34072	-	EA	154.45
16	Chainsaw, Bar And Gauge Model: TV425-020 And/Or VM-572HD-16-DG	34072	-	EA	227.85
17	Communication, Headset, Model: H3442	34072	-	EA	435.00
18	Cutter Bolt, 30 In. 1/2 Inch Capacity Model: 22-BCBC30R	34072	-	EA	105.00
19	Cutter Bolt, 20 1/2 Inch Capacity Model: 22-Bc30r Replacement Head: P/N 22-BC30RB	34072	-	EA	72.75
20	Cutter Bolt, 36 In, 5/8 Inch Capacity Model: 22BC36R	34072	-	EA	139.25
21	Cutter Cable, 30 In, Model: 22-CC30H	34072	-	EA	107.45
22	Deck Gun Model 3414, Dual 2.5" And 5 " STORZ	34072	-	EA	2,495.00
23	Elbow, Angel 60 Degree 631	34072	-	EA	219.00
24	Fan: PPV21 IN. (Electric) Model DD21H-6.5 700-500	34072	-	EA	1,925.00
25	Flange, Direct Mount (For Deck Gun Apollo) Model: 34230006	34072	-	EA	260.00

Purchasing Office Signature:

*James Leo Bradley*

**City of Albuquerque  
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**Supplier Contact:**  
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505-877-9055  
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<b>Page 2 of 17</b>	

26	Flash Hood, Honeywell, Nomex/Lenzing, Maskmate Particulate-Blocking Hood With Setdair Prevent: HD-NLPR-SQ	34072	-	EA	93.75
27	Gauge, Line 2 1/2 Model: Style 155	34072	-	EA	148.00
28	Sledgehammer 12 Lb Model: BD-12 "NUPLA Industrial Grade"	34072	-	EA	68.75
29	Helmet, 1044 MSA Cairns, Clear Defender Visor, Standard Flannel Headband Liner, Yellow Nomex Earlap, 6" Carved Brass Eagle Front Holder, Lime/Yellow Reflexite Tetrahedron, 2-Point Removable Chin Strap With Quick-Release & Postman's Slide	34072	-	EA	269.75
30	Hose, 1.75 Inch Nitrile Covered Rubber Hose(Red) Nh Couplings Model: RC-17-600	34072	-	EA	164.15
31	Hose, 2.5 Inch Nitrile Covered Rubber Hose (Red) Nh Couplings Model: RE25-600	34072	-	EA	228.80
32	Hose, 2.5 Inch Nitrile Covered Rubber Hose (Red) Nh Couplings Model: RC25-600 PSI	34072	-	EA	228.80
33	Hose, 5: Nitrile Covered Rubber Hose Storz Loc Coupling 100 Foot Model: RC-50 600	34072	-	EA	724.75
34	Hose, 5 Inch Nitrile Covered Rubber High-Pressure Hose Storz Loc Coupling 50 Foot Model: RC-50-600G-50 Pro Flow (Lime Green)	34072	-	EA	723.00
35	Hose, 5 Inch Nitrile Covered Rubber Hose Storz Lock Coupling 25 Foot Model: RC50 40-0	34072	-	EA	335.00
36	Hose, Clamp, Lightweight Model: 285	34072	-	EA	535.00
37	Hose, NAF-175X10PEN 1-3/4" Fire Hose X 10 FT. CPLD 1-1/2" M X F NH (For Akron Piercing Nozzle Assembly)	34072	-	EA	52.75
38	Halligan, Tool Forcible Entry Model: PB-30	34072	-	EA	225.50
39	Ladder, 10 Foot Aluminum Folding Model: Series 585-A	34072	-	EA	225.00
40	Ladder, 14 Foot Aluminum Roof Model: Series 575-C	34072	-	EA	495.00
41	Ladder, 14 Foot Aluminum (Fresno) Model: Series 701-12	34072	-	EA	405.00
42	Ladder, 16 Foot Aluminum Roof Model: Series 875-A	34072	-	EA	370.00
43	Ladder, 20 Foot Aluminum Roof Model: Series 875-A	34072	-	EA	467.00
44	Ladder, 24 Foot Aluminum (Extension) Model: Series 900-A 2 Section	34072	-	EA	668.00
45	Ladder, 35 Foot Aluminum (Ladder Trucks Only) Model Series 1200-A 2 Section	34072	-	EA	1,045.00
46	Ladder, 300A Duo Safety Combination Extension Ladder	34072	-	EA	632.00
47	Lamp, Litebox (SL-45) P/N ST-45911	34072	-	EA	14.55
48	Litebox / W Charger (Led) Pelican Model: 94151	34072	-	EA	286.40
49	Lock Puller (K-Tool Kit) Model: FHKTK	34072	-	EA	126.50

Purchasing Office Signature:

*James Lee Bradley*

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<b>50</b>	Monitor, Ground Base Duel Inlet 2.5 Inch Model: GB34210037	<b>34072</b>	-	<b>EA</b>	<b>1,253.65</b>
<b>51</b>	Monitor, Ground Base, Single 5 Inch Storz Model: GB 3419004	<b>34072</b>	-	<b>EA</b>	<b>1,395.00</b>
<b>52</b>	Monitor, Quick Attack Mercury Monitor; Akron 2.5"; AK-3443	<b>34072</b>	-	<b>EA</b>	<b>1,440.00</b>
<b>53</b>	Monitor, Akron Mounting Bracket For Quick Attack Mercury Monitor; AK-3443-BRKT	<b>34072</b>	-	<b>EA</b>	<b>167.00</b>
<b>54</b>	AKron Triple Stacked Tips W/2.5" Base; AK-2420	<b>34072</b>	-	<b>EA</b>	<b>332.50</b>
<b>55</b>	Mount Ground Base Model: 3505	<b>34072</b>	-	<b>EA</b>	<b>105.00</b>
<b>56</b>	Nozzle, 1.5 Smooth Bore Pistol Grip Model: 2431	<b>34072</b>	-	<b>EA</b>	<b>324.25</b>
<b>57</b>	Nozzle, 2.5 Smooth Bore (HIGPF) Model: 1442 Inch	<b>34072</b>	-	<b>EA</b>	<b>540.00</b>
<b>58</b>	Nozzle 3.5 Akromatic 2000 (AFD Platform Ladder Only) Model: 5078	<b>34072</b>	-	<b>EA</b>	<b>1,782.50</b>
<b>59</b>	Nozzle, Cellar 2.5 Inch Model: AK-535	<b>34072</b>	-	<b>EA</b>	<b>517.00</b>
<b>60</b>	Nozzle, Quad Stacked Deluge Tips Model: ST-194	<b>34072</b>	-	<b>EA</b>	<b>429.00</b>
<b>61</b>	Nozzle Triple Stack Tips Model: ST-195	<b>34072</b>	-	<b>EA</b>	<b>368.50</b>
<b>62</b>	Nozzle, 3.5 Stack Tip Model: AK 3499	<b>34072</b>	-	<b>EA</b>	<b>440.00</b>
<b>63</b>	Nozzle, 1.5" NH; Metro 1; With Shutoff And Grip; Model: ME1-VPGI H625121	<b>34072</b>	-	<b>EA</b>	<b>765.00</b>
<b>64</b>	Nozzle, 2.5" NH; Metro 2; Nozzle And Playpipe Combo With Shutoff; Model: ME2-BLITZ H626234	<b>34072</b>	-	<b>EA</b>	<b>1,090.00</b>
<b>65</b>	Nozzle, Piercing; Akron Piercing Nozzle Applicator; 1-1/2" F NH INLET X 3 FT.; AK-1088-3	<b>34072</b>	-	<b>EA</b>	<b>705.00</b>
<b>66</b>	Shut Off; Akron 1-1/5" Shut Off; AK-2115	<b>34072</b>	-	<b>EA</b>	<b>305.00</b>
<b>67</b>	Carbide Tip; Akron Carbide Tip For 1088 Piercing Nozzle	<b>34072</b>	-	<b>EA</b>	<b>208.50</b>
<b>68</b>	Carbide Button; Akron Carbide Button For 1088 Piercing Nozzle	<b>34072</b>	-	<b>EA</b>	<b>148.50</b>
<b>69</b>	Play Pipe 2.5 Inch With Ball Shutoff Model: 2390	<b>34072</b>	-	<b>EA</b>	<b>618.00</b>
<b>70</b>	Pole, Ceiling / Wall 4 Foot Model: P819 D GRIP	<b>34072</b>	-	<b>EA</b>	<b>75.00</b>
<b>71</b>	Pole, LA Trash Hook 6 Foot Model: RH 6S	<b>34072</b>	-	<b>EA</b>	<b>60.00</b>
<b>72</b>	Pole, LA Trash Hook 8 Foot Model: RH 8S	<b>34072</b>	-	<b>EA</b>	<b>64.85</b>
<b>73</b>	Pole, Pike 6 Foot Model: SPD6	<b>34072</b>	-	<b>EA</b>	<b>51.00</b>
<b>74</b>	Pole, Pike 8 Foot Model: SPD8	<b>34072</b>	-	<b>EA</b>	<b>58.00</b>
<b>75</b>	Pole, Pike 10 Foot Model: SPD10	<b>34072</b>	-	<b>EA</b>	<b>62.50</b>
<b>76</b>	Pole, Pike 12 Foot Model: SPD12	<b>34072</b>	-	<b>EA</b>	<b>68.50</b>
<b>77</b>	Pole, All-Purpose NY Roof Hook 6 Foot Steel Shaft Model: APS6	<b>34072</b>	-	<b>EA</b>	<b>99.75</b>
<b>78</b>	Pole, Drywall Hook 6 Ft Model: DWHS 6	<b>34072</b>	-	<b>EA</b>	<b>77.50</b>
<b>79</b>	Pole, Super Duty 6 Ft. I-Beam Pike Pole W/Butt Grip NUPLA, NU-35-060	<b>34072</b>	-	<b>EA</b>	<b>51.00</b>

**Purchasing Office Signature:**

*James Lee Bradley*

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<b>Page 4 of 17</b>	

<b>80</b>	<b>Pole, Pike 6 Foot W/D-Handle NUPLA, NU-35-061</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>59.00</b>
<b>81</b>	<b>Plug 2.5 Inch Brass Rocker Lug Model: L877</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>44.00</b>
<b>82</b>	<b>Rope Manila 3/8 (Ladders) 500 Ft Model: 3/8 Duosafety</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>335.00</b>
<b>83</b>	<b>Pry Bar, 16 Inch (A-Tool) Model: FHOTK-16</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>78.00</b>
<b>84</b>	<b>Pry Bar 51 Inch (Wedge Point) Model: CBWP-51</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>62.00</b>
<b>85</b>	<b>Rope Rit 6.8mm 900 Heat Resistant (Sterling) Model: RIT900</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>197.75</b>
<b>86</b>	<b>Saw, 14" 94cc Rescue Saw W/Chrome Blade Guard, Ready Start Ignition, 5" Max Cutting Depth W/Sling, TM-K12FD94</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>1,595.00</b>
<b>87</b>	<b>Saw, 16" Ventmaster Model 576HD-16-DG, Guide Bar, Raptor Chain, Depth Gauge, Splash Guard, 5.7 HP; TMT-TV400-051</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>2,081.50</b>
<b>88</b>	<b>Saw Blade 14 In. (Multipurpose) 30 Tooth Carbide Tip Model: CTB 14X30</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>109.50</b>
<b>89</b>	<b>Saw Blade 14 In. Diamond Blade Piraya 5400 RPM Model: PIRA 14</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>170.25</b>
<b>90</b>	<b>Salvage Cover, 12 ft X 18 ft Model GO-CVS 10-1218</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>132.00</b>
<b>91</b>	<b>SCBA Mask; Small; SC-201215-04-SCOTT AV-3000 HT; Facepiece W/Kevlar Headnet And W/Rt Side Communication Bracket</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>275.00</b>
<b>92</b>	<b>SCBA Mask; Medium; SC-201215-05-SCOTT AV-3000 HT; Facepiece W/Kevlar Headnet And W/Rt Side Communication Bracket</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>275.00</b>
<b>93</b>	<b>SCBA Mask; LARGE; SC-201215-06-SCOTT AV-3000 HT; Facepiece W/Kevlar Headnet And W/Rt Side Communication Bracket</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>275.00</b>
<b>94</b>	<b>Sprinkler Stop Model: Style 1078</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>335.00</b>
<b>95</b>	<b>Strap, Marrying (For Irons) Model: MS-1</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>13.00</b>
<b>96</b>	<b>Stream Shaper 2.5 Inch Model: 282a</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>183.00</b>
<b>97</b>	<b>Stream Shaper 3.5 Inch Model: AK3485</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>210.00</b>
<b>98</b>	<b>Tape Barricade Model: 3 Inch 1000 Foot Roll</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>19.80</b>
<b>99</b>	<b>Valve, Piston Intake 6.0 Inch Model: T986</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>1,889.00</b>
<b>100</b>	<b>Valve, Ball Siamese Model: 2583</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>1,590.00</b>
<b>101</b>	<b>Valve, Ball Gated Wye Model: 2581</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>359.00</b>
<b>102</b>	<b>Valve, Gated 2 1/2 Model: 2285</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>505.00</b>
<b>103</b>	<b>Valve, Akron Brass Model: 1262, Pyrolite 2 1/2 Clappered Valve Siamese. 2 1/2" F X (2) 2 1/2" Male. NH Threads</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>898.00</b>
<b>104</b>	<b>Wrench Spanner 2 1/2 USW7501A</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>12.75</b>
<b>105</b>	<b>Wrench Spanner 5 Inch Model: SW-2</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>14.70</b>
<b>106</b>	<b>Wrench Spanner Holder WH-76-2</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>35.00</b>
<b>107</b>	<b>Wrench Hydrant Adjustable AHW7001X</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>35.25</b>

**Purchasing Office Signature:**

*James Lee Bradley*





Cibola County, NM

# Detail vs Budget Report

## Account Summary

Date Range: 07/01/2023 - 04/23/2024

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
<b>401 - GENERAL FUND</b>								
<b>Expense</b>								
<u>401-005-408-00009</u>	Office Equipment & Supplies	751.00	16,549.15	0.00	8,852.72	8,852.72	6,945.43	41.97 %
<u>401-005-408-00011</u>	Vehicle Expense	12,002.41	96,800.00	0.00	53,329.78	53,329.78	31,467.81	32.51 %
	<b>Expense Totals:</b>	<b>12,753.41</b>	<b>113,349.15</b>	<b>0.00</b>	<b>62,182.50</b>	<b>62,182.50</b>	<b>38,413.24</b>	<b>33.89 %</b>
	<b>401 - GENERAL FUND Totals:</b>	<b>12,753.41</b>	<b>113,349.15</b>	<b>0.00</b>	<b>62,182.50</b>	<b>62,182.50</b>	<b>38,413.24</b>	<b>33.89 %</b>
<b>419 - LAGUNA VFD</b>								
<b>Expense</b>								
<u>419-018-430-00028</u>	Capital Outlay	641,247.00	682,865.00	0.00	6,700.00	6,700.00	34,918.00	5.11 %
<u>419-018-430-00098</u>	Training & Staff Development	0.00	26,500.00	0.00	23,164.21	23,164.21	3,335.79	12.59 %
	<b>Expense Totals:</b>	<b>641,247.00</b>	<b>709,365.00</b>	<b>0.00</b>	<b>29,864.21</b>	<b>29,864.21</b>	<b>38,253.79</b>	<b>5.39 %</b>
	<b>419 - LAGUNA VFD Totals:</b>	<b>641,247.00</b>	<b>709,365.00</b>	<b>0.00</b>	<b>29,864.21</b>	<b>29,864.21</b>	<b>38,253.79</b>	<b>5.39 %</b>
<b>438 - DWI GRANT</b>								
<b>Expense</b>								
<u>438-060-436-00009</u>	Office Equipment & Supplies	0.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00 %
	<b>Expense Totals:</b>	<b>0.00</b>	<b>5,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>100.00 %</b>
	<b>438 - DWI GRANT Totals:</b>	<b>0.00</b>	<b>5,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>100.00 %</b>
<b>439 - DWI DISTRIBUTION</b>								
<b>Expense</b>								
<u>439-060-437-00076</u>	Testing Supplies	0.00	19,645.52	0.00	11,417.60	11,417.60	8,227.92	41.88 %
	<b>Expense Totals:</b>	<b>0.00</b>	<b>19,645.52</b>	<b>0.00</b>	<b>11,417.60</b>	<b>11,417.60</b>	<b>8,227.92</b>	<b>41.88 %</b>
	<b>439 - DWI DISTRIBUTION Totals:</b>	<b>0.00</b>	<b>19,645.52</b>	<b>0.00</b>	<b>11,417.60</b>	<b>11,417.60</b>	<b>8,227.92</b>	<b>41.88 %</b>
	<b>Report Total:</b>	<b>654,000.41</b>	<b>847,359.67</b>	<b>0.00</b>	<b>103,464.31</b>	<b>103,464.31</b>	<b>89,894.95</b>	<b>10.61 %</b>



10k. (2) New Business

Requisitions Over  
\$20,000

Stonefly 40TB Backup Device/SHI/Data  
Processing

\$31,219.68

PLEASE REMEMBER ANY REQUISITIONS OVER \$500.00 NOW REQUIRE 3 HARD QUOTES. ANY REQUISITION \$10,000.00 OR MORE WILL NEED TO GO ON THE AGENDA FOR COMMISSION APPROVAL. IF USING STATE CONTRACT PLEASE LIST CONTRACT # ABOVE AS WELL AS THE FIRST 4 PAGES OF THE STATE CONTRACT, OTHERWISE IT WILL BE SENT BACK





## Letter of Justification

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I am writing to propose a critical upgrade to our current Stonefly 40TB backup device. Our data security and operational efficiency depend on transitioning to the ObjectFirst 64TB backup system.

### **Current Challenges:**

Our existing Stonefly device, while reliable in the past, is nearing the end of its operational life. This poses a significant risk to our County data:

**Limited Capacity:** With growing data demands from various County departments, the 40TB capacity is no longer sufficient for our needs.

**Vulnerability to Cyberattacks:** Outdated security features leave us vulnerable to sophisticated threats, particularly ransomware attacks which are increasingly targeting government institutions.

### **The ObjectFirst Solution:**

The ObjectFirst 64TB backup system directly addresses these challenges and provides Cibola County with several key advantages:

**Enhanced Ransomware Protection:** ObjectFirst's advanced security features, including data isolation, provide robust protection against ransomware, safeguarding sensitive County data.

**Future-Proof Storage:** The 64TB capacity allows ample room for future data growth, ensuring we can effectively manage the needs of all County departments for years to come.

**Rapid Data Recovery:** ObjectFirst's superior recovery capabilities minimize downtime in case of data loss or breaches, ensuring the continuity of critical County services.

**Compliance Assurance:** ObjectFirst aligns with the latest data security standards, ensuring our County complies with all relevant regulations and best practices.

### **Conclusion:**

Investing in the ObjectFirst 64TB backup system is essential for protecting Cibola County's valuable data, enhancing operational resilience, and ensuring the continuity of essential services. This upgrade is not simply a technology refresh but a strategic investment in the future of our County.

*Jean Bean* 5-13-2024





Pricing Proposal  
Quotation #: 24845971  
Created On: 5/10/2024  
Valid Until: 6/28/2024

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## NM-County of Cibola

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### Jason Bean

700 East Roosevelt Avenue  
Suite 50  
Grants, NM 87020  
United States  
Phone: (505) 285-2599  
Fax:  
Email: jbean@co.cibola.nm.us

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## Inside Account Executive

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### Melissa Partica

290 Davidson Ave.  
Somerset, NJ 08873  
Phone: 7326672784  
Fax:  
Email: melissa\_partica@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 64 TB UNIT (INCLUDES 3YR NBD WARRANTY & 24/7 - 365 SUPPORT) Object First, LLC - Part#: OB164 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$31,219.68	\$31,219.68
			Subtotal \$31,219.68
			*Tax \$0.00
			Total \$31,219.68

\*Tax is estimated. Invoice will include the full and final tax due.

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## Additional Comments

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Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



**State of New Mexico  
General Services Department**

**Statewide Price Agreement Cover Page**

**Awarded Vendor:**

**0000010388**

**SHI International Corp.**

**290 Davidson Ave.**

**Somerset, NJ 08873**

**Contact: Tim Oakeley**

**Email: Tim\_Oakeley@SHI.com**

**Telephone No.: (505) 350-3852**

Price Agreement Number: **10-00000-20-00054AF**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

**Ship To:**

**All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public  
bodies allowed by law.**

Procurement Specialist: **Vanessa LeBlanc** *VL*

Telephone No.: **(505) 629-9525**

Email: **Vanessa.LeBlanc@state.nm.us**

**Invoice:**

**As Requested**

**Title: Software Value Added Reseller (SVAR)**

**Term: September 6, 2022 – April 24, 2027**

**This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on the attached Participating Addendum.**

**NASPO ValuePoint Link: <https://www.naspovaluepoint.org/portfolio/software-value-added-reseller-svar/shi/>**

**Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472**

*JDZ*

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**SOFTWARE VALUE ADDED RESELLER (SVAR)  
 LED BY THE STATE OF ARIZONA**

Master Agreement #: CTR060028  
 Contractor: **SHI**  
 Participating Entity: **STATE OF NEW MEXICO**  
 New Mexico Statewide Price Agreement #: 10-00000-20-00054AF

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

**Scope and Participation:**

1. Scope:

- ☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

- ☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- ☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on April 24, 2027, unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

**CONTRACTOR:**

Name:	Tim Oakeley – SHI
Address:	300 Davidson Ave, Somerset, New Jersey 08873
Telephone:	(505) 350-3852
Email:	Tim_Oakeley@SHI.com



NASPO ValuePoint  
PARTICIPATING ADDENDUM



SOFTWARE VALUE ADDED RESELLER (SVAR)  
LED BY THE STATE OF ARIZONA

**PARTICIPATING ENTITY:**

Name:	Mark Hayden, State Purchasing Director, State Purchasing Division
Address:	1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505
Telephone:	(505) 827-0472
Email:	<a href="mailto:mark.hayden@state.nm.us">mark.hayden@state.nm.us</a>
Name:	Mark Hayden, State Purchasing Director, State Purchasing Division

**Participating Entity Modifications and Additions to the Master Agreement**

- ☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- ☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

**5. Taxes:**

The Contractor shall be reimbursed by the Participating State for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE PARTICIPATING STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Participating State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

**6. Retainage:**

Reserved

**7. Performance Bond:**

Reserved

**8. Term:**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE NEW MEXICO STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on



NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**SOFTWARE VALUE ADDED RESELLER (SVAR)  
 LED BY THE STATE OF ARIZONA**

a date approved by the New Mexico State Purchasing Agent, if the New Mexico State Purchasing Agent has signed this Agreement, and end on April 24, 2027. The Participating State reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of 10 years in accordance with NMSA 1978 §13-1-150. Notwithstanding the previous in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

**9. Termination:**

A. Grounds. The Participating State may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Participating State's uncured, material breach of this Agreement.

B. Notice; Participating State Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Participating State shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor shall give Participating State written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Participating State's material breaches of this Agreement upon which the termination is based and (ii) state what the Participating State must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Participating State does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Participating State does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to provide the Goods or perform the Services contracted for, as determined by the Participating State; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the New Mexico State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Participating State's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either Party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PARTICIPATING STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

**10. Appropriations:**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Participating State to the Contractor. The Participating State's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Participating State proposes an amendment to the Agreement to unilaterally reduce funding, the