

CIBOLA COUNTY BOARD OF COMMISSIONERS

T. Walter Jaramillo
Chairman

Robert Armijo
1st Vice Chairman

Jack Moleres
2nd Vice Chairman

Patrick Simpson
Commissioner

Lloyd F. Felipe
Commissioner

**Regular Meeting
April 27, 2016
5:00 p.m.
Cibola County Courthouse**

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Prayer**
- 5. Approval of Agenda**
- 6. Approval of Minutes:**
 - a. March 23, 2016 Regular Commission Meeting
 - b. April 15, 2016 Workshop
- 7. Presentations**
 - a. NMAC – Steve Kopelman and Sharon Stover
 - b. Economic Development – Eileen Yarbrough
 - c. Federal Railroad Administration Notice of Proposed Rulemaking – Donald Gallegos
 - d. Employee of the Month
- 8. Reports**
 - a. Monthly Sheriff's Department Activity Report
 - b. Monthly Detention Report
 - i. PREA
 - c. Monthly Road Department Report
 - d. County Complex Remodel Expense Report
 - e. Update on Taxation and Revenue Audit
- 9. Public Comment**

The Public has the opportunity to provide comment at this time regarding any agenda item only. Your 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.
- 10. Action Items**
 - a. Consideration of Plats (pre-approved administratively)
 - i. Vacation of Elk Haven Preserve Subdivision – Section 15 T 11 N R 15 W
 - b. Consideration of Resolution 16-22, Canvassing Board Procedure for conducting canvass of provisional, absentee, in-lieu of absentee and absentee provisional ballots, and all other paper ballots
 - c. Consideration of Pueblo of Acoma request for funding of Bus Routes
 - d. Consideration of USDA/Wildlife Services Contract

- e. Consideration of Agreement with the Fence Lake Community Association for the Transfer of Ownership of the Fence Lake Community Center from the County to the Association
- f. Consideration of Proposal for Route 66 Marketing
- g. Consideration of Resolution 16-23 and Proposal for SoloWorks
- h. Alternates for County Complex
 - i. Alternate 001 - Parking Striping - \$11,345
 - ii. Alternate 002 – Landscape Swale at Site Entrance - \$30,352
 - iii. Alternate 003 – North East Parking Lot - \$53,959
 - iv. Alternate 004 – Micro Surfacing at South Parking Lot \$68,270
 - v. Alternate 005 – Building B - \$512,495
 - vi. Alternate 006 – Site Fencing at Secure Parking \$176,827
 - vii. Alternate 007 – Landscaping \$73,939
 - viii. Alternate 008 – Warm Shell Space B160 \$50,814
 - ix. Alternate 009 – Acoustic Cloud / Lighting Soffit System \$81,012
 - x. Alternate 010 – Tied Wainscot \$33,843
 - xi. Alternate 011 – Building B / Concrete Floor Finish \$24,850
- i. Global Corrections Contract
- j. Consideration of Issuance of Solicitation for Provision of Recreation Center Management
- k. Knights of Columbus Building

11. Manager's Report

12. Comments

- a. Staff
- b. Commissioners

13. Executive Closed Session

Pursuant to Section 10-15-1 (H) (2) (5) (7) & (8) the following matter may be discussed in closed session: a) pending/threatened litigation: William Ramirez v. BoCC

- Motion and roll call vote to go into Executive Session for the state reasons
- Board meets in closed session
- Motion and vote to go back into regular session
- Summary of items discussed in closed 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, pursuant to the authority in § 10-15-1 NMSA 1978.

14. Announcements

The next Regular Commission Meeting will be held on Wednesday, May 25, 2016 at 5:00 p.m. immediately following the Board of Finance Meeting in the County Convention Room.

15. Adjournment

Cibola County Commission
Regular Meeting
Wednesday March 23, 2016

The Cibola County Commission held a Regular Meeting on Wednesday March 23, 2016 at 5:33 pm in the Cibola County Commission Center

Elected Officials Present Staff

T. Walter Jaramillo, Chairman
Robert Armijo, 1st Vice Chairman
Jack Moleres, 2nd Vice Chairman
Patrick Simpson, Commissioner

Tony Boyd, County Manager
Joseph Sanders, Financial Analyst
Julie Quintana, Administrative Assistant
Michele Dominguez, Chief Deputy Clerk
Natalie Grine, Recording/Filing Clerk

1. Call to Order:

T. Walter Jaramillo Chairman called the meeting to Order at 5:33 pm.

2. Roll Call:

T. Walter Jaramillo does Roll Call 4-5 Commissioners in attendance.
Commissioner Felipe was absent.

3. Pledge of Allegiance:

Recited by all

4. Prayer:

Commissioner Simpson led us in prayer.

5. Approval of Agenda:

Motion to approve the agenda made by Commissioner Simpson, with the correction of changing the next meeting date from March 23rd, 2016 to April 27th, 2016, also omitting item e under reports and adding combining item d under reports with item 11 e under action items, 2016 second by Commissioner Armijo.

6. Approval of Minutes:

Motion to approve minutes of February 17th, 2016 Regular Commission Meeting made by Commissioner Armijo, second by Commissioner Simpson 4-4 affirmative.

Motion to approve minutes of March 8th, 2016 Special Meeting made by Commissioner Armijo, second by Commissioner Moleres 4-4 affirmative.

7. Reports

A. Monthly Sheriff's Department Activity Report.

County Sheriff Tony Mace gave a brief summary of all incidents that occurred for the month of February, 2016. Commissioner Armijo asked Sheriff Mace if he was fully staffed, and how was he doing on equipment. Sheriff Mace replied they just received new weapons which have to be replaced every so often, the old weapons are exchanged for the new ones. Sheriff Mace also mentioned that the reception between officers on the radios is very poor. , officers have a hard time hearing one another, this makes it difficult for one officer to know if another officer needs help.

B. Monthly Detention Report.

Michael Dobbs stated to the Commissioner that he is fully staffed, and the new security Fence and metal detectors are working great. Commissioner Armijo asked Mr. Dobbs if the current charges for the beds for inmates are the same price for all beds, Mr. Dobbs replied yes. Commissioner Armijo asked if the county could charge more for an inmate that has committed a more serious offense than one that has committed a less serious offense. Mr. Dobbs stated that yes they can charge more. The current bed rate is \$54.00 the proposed rate is \$75.00 for 4 of the counties, the proposed bed cost spreadsheet is on file for all counties.

C. Monthly Road Department Report.

Gary Porter stated to the commissioners that he has hired a full time mechanic, and as soon as the mechanic is caught up with the items on Gary's list of repairs he will be available to work on repairs for other departments. Gary also mentioned the crew has been busy with patching, ditch cleaning, painting crossing guards and shoulder work. Gary also mentioned that his crew has laid down more than 70.780 miles of gravel. Commissioner Armijo relayed a thank you to Gary and his crew from Mr. Siow for putting a speed hump in Seboyeta.

D. County Complex Remodel Expense Report.

Report on File.

E. Update on Taxation and Revenue Audit.

This item omitted until further notice.

8. Public Comments:

Mark Clark stated to the commissioners to take a closer look at ways to complete the new County Complex with other alternates and better pricings.

9. Presentations:

a. Employee of the Month.

Manager Boyd Presented Asia White an award for employee of the month for her hard work and dedication.

b. 7 Cities Production- Barbara Wesley.

Mrs. Wesley gave a brief summary of an advertising project that she, Manual Vasquez along with Main Street, have been working on, this advertisement for Cibola County is a 28 minute film of various places to visit when you're in Cibola County. Manuel Vasquez asked the Commissioners to consider donating \$28,000.00 to complete this project.

c. Ernie Byers & Associates.

Mr. Byers gave a brief report on Solid Waste issue Cibola County has, not everyone in rural areas of Cibola County have trash pick-up. Commissioner Armijo's district has about 859 residents, Commissioner Felipe's district has 1119 which most of the residents do not have trash pick-up because of the cost. Mr. Byers would like to help the citizens from Cibola County get trash service at an affordable price.

10. Unfinished Business-Action May Be Taken:

a. Consideration of RFP On-Call Architect Services.

Motion to approve Consideration of RFP On-Call Architect Services made by Commissioner Simpson, second by Commissioner Moleres, affirmative 4-4.

b. Consideration of Intergovernmental Agreements for Housing Inmates between Cibola County and the following County Detention Centers and Transport Agencies. Bernalillo, McKinley, Mora, Rio Arriba, Sandoval, San Miguel, Socorro, Taos, Valencia Catron, Village of Milan, City of Grants, and USPTS PTS STS APPO.

Motion to approve Consideration of Intergovernmental Agreements for Housing Inmates made by Commissioner Simpson, second by Commissioner Armijo, Affirmative 4-4.

11. Action Items:

a. Consideration of Resolution 16-18, Juvenile Adjudication Program.

Motion to approve Resolution 16-18, Juvenile Adjudication Program made by Commissioner Simpson, second by Commissioner Armijo 4-4 Affirmative.

b. Consideration of Resolution 16-19, Budget Adjustment.

Motion to approve Resolution 16-19, Budget Adjustment made by Commissioner Simpson, second by Commissioner Moleres, 4-4 affirmative.

c. Consideration of Resolution 16-20, Inspection of Public Record.

Motion to approve Resolution 16-20, Inspection of Public Record made by Commissioner Armijo, second by Commissioner Simpson, 4-4 affirmative.

d. Consideration of Resolution 16-21, Amend 15-34 at to Laguna Precinct 22.

Motion to approve Resolution 16-21, amend 15-34 to Laguna Precinct 22 made by Commissioner Armijo, second by Commissioner Simpson 4-4 affirmative.

e. Jaynes Construction- gross Maximum Price Proposal.

Motion to approve Jaynes Construction – gross Maximum Price Proposal made by Commissioner Armijo for \$12,918.320.30, second by Commissioner Simpson 4-4 affirmative.

f. Knights of Columbus Building.

Discussion only.

12. Managers' Report:

Manager Boyd stated to the Commissioners that the concrete has been poured for the Garage to be put up in El Morro Ranch, they are also waiting for a tanker @ no charge. Manager Boyd also mentioned that the Governor has vetoed three Capital outlay Projects for the Community which were for Milan Mirabal Park, one in Acoma and one for the County.

Manager Boyd also mentioned that there would be a Memorial April 9th 2016 at 11:00 a.m. it will be held at the Fire and Ice Park for the Death March.

Manager Boyd received an e-mail from Vector Control confirming that there has been a confirmed Zeca Virus in New Mexico and Vector Control will be spraying early this year.

13. Comments:

a. Staff – No comments at this time.

b. Commissioners

Commissioner Armijo thanked Julie Quintana for doing a great job.

Commissioner Moleres also thanked the employees for doing a great job, and stated we need to keep a real close eye on the budget.

Commissioner Simpson stated that we need to put a time limit on some of these presentations.

14. Executive Closed Session:

Pursuant to Section 10-15-1(H) (2) (5) (7) & (8) the following matter may be discussed In closed session: a) personnel's) collective bargaining: CPSO;b) pending or threatened litigation;c) real property: proceedings; specific limited topics that are allowed or authorized under the stated statute.

Motion and roll call vote to go into executive session and that, pursuant to New Mexico State Statute Section §10-15-1, (H) (2) (5) (7) &(8) and that only the following matters will be discussed in closed session made by Commissioner Armijo, second by Commissioner Simpson 4-4 Affirmative at 9:09 p.m.

Motion and roll call vote to return to regular session and 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(H) (2) (5) (7) & (8) was made by Commissioner Armijo, second by Commissioner Simpson 4-4 Affirmative at 9:38 p.m.

15. Announcements:

The next Regular Commission Meeting to be held on Wednesday April 27, 2016 at 5:00 p.m. immediately following the Board of Finance Meeting in the County Convention room. Cibola County will be closed for Good Friday.

16. Adjournment:

A Motion to adjourn the meeting made by Commissioner Armijo, second by Commissioner Simpson 4-4 Affirmative at 9:40 p.m.

Cibola County Commission
Workshop
Friday, April 15, 2016

The Cibola County Commission held a Workshop on Friday April 15, 2016 at 5:00 pm in the Cibola County Small Commission Room

Elected Officials Present Staff

T. Walter Jaramillo, Chairman
Robert Armijo, 1st Vice Chairman
Jack Moleres, 2nd Vice Chairman
Patrick Simpson, Commissioner

Tony Boyd County Manager
Joseph Sanders, Financial Director
Elisa Bro, County Clerk
Natalie Grine, Rec/Fil Clerk

A. CALL TO ORDER

Walter Jaramillo, County Chairman called the meeting to Order at 5:06 pm

B. ROLL CALL

Commissioner Jaramillo does roll call-4-5 Commissioners in attendance.
Commissioner Felipe was absent.

C. Pledge of Allegiance Recited by all

D. Prayer Led by Commissioner Armijo

E. Approval of Agenda

Motion to approve the agenda made by Commissioner Simpson, second by Commissioner Armijo 4-0 affirmative.

F. Commission Workshop (For Discussion Purposes Only)

- a. Alternates for Cibola County Complex
Tour of La Mesa Mall
- b. Proposed Land Use Ordinance

Adjournment 5:08 p.m.

A motion to adjourn the workshop and tour the La Mesa Mall made by Commissioner Armijo, second by Commissioner Simpson 4-0 affirmative.

Motion to reconvene Workshop made by Commissioner Moleres, second by Commissioner Armijo 4-0 affirmative.

The Jaynes Corporation handed out a pamphlet containing a Cibola County Administration and Judicial Complex 100% Construction Documents with Alternates 1-11, they also presented a slide show of the plans. The Commissioners went over the alternates to see which ones were really necessary at this time to add to the project. Commissioners will consider the alternates at the next County Commission Meeting.

Commissioner toured the La Mesa Mall to get a better idea of where the construction is at. After touring the Mall the commissioners met back at the County Complex to continue the workshop.

Nance, Pato & Stout stated to the commissioners that they went over the Land Use Ordinance that the county has in place now, the ordinance is written very well, but needs to be updated. Nance, Pato, & Stout suggested to have the ordinance split up into different ordinances, for example a nuisance ordinance, one for tires, noise, ground cover/weeds, cars and trash etc. This item will be considered at the next County Commission Meeting.

G. ANNOUNCEMENTS

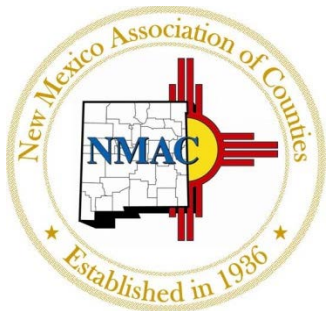
The next Regular Commission Meeting will be held Wednesday, April 27, 2016 at 5:00 pm. immediately following the Board of Finance Meeting in the County Convention Room.

H. ADJOURNMENT

A motion to adjourn the meeting made by Commissioner Simpson, second by Commissioner Armijo 4-0 affirmative at 8:01 pm.



The New Mexico Association of Counties' (NMAC) mission is to strengthen New Mexico counties' ability to govern their own affairs and to improve the well-being and quality of life of their constituents.



Cibola County Commission
515 West High Street
Grants, NM
Wednesday, April 27, 2016
5:00 p.m.

Sharon Stover, NMAC President
Los Alamos County Clerk
(505) 690-4520
sharon.stover@lacnm.us

Steve Kopelman
NMAC Executive Director
(505) 983-2101
skopelman@nmcounties.org

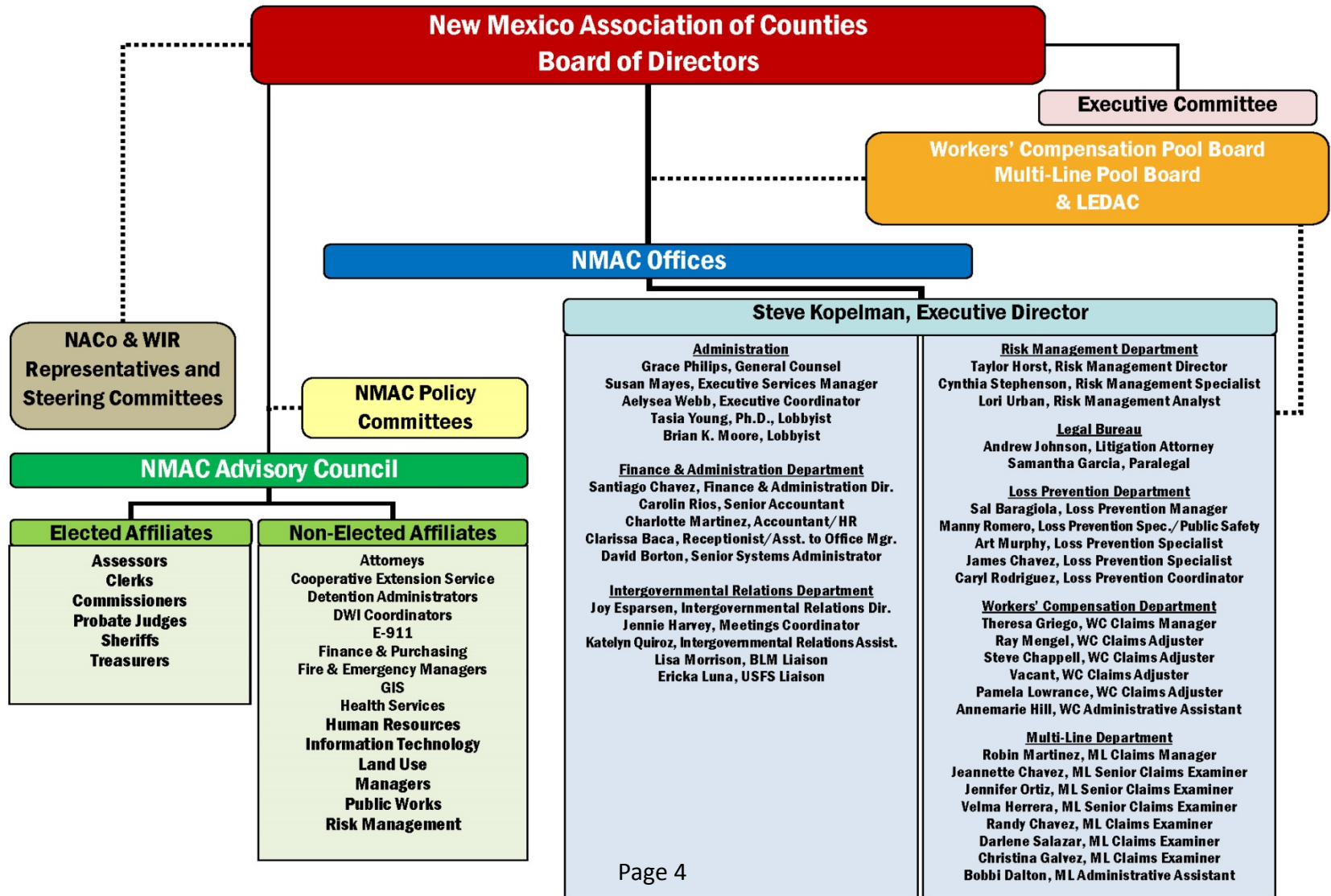
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Did You Know...

- New Mexico counties employ approximately 10,500 people
- New Mexico counties vary in population from 707 (Harding County) to 673,460 (Bernalillo County)
- New Mexico county elected officials are term limited and approximately 44 states do not have statewide imposed term limits
- Cibola County is New Mexico's youngest county, created on June 19, 1981, from the westernmost four-fifths of formerly much larger Valencia County
- New Mexico counties maintain over 29,000 county road miles
- New Mexico counties manage 28 adult detention centers
- New Mexico counties house an average daily total adult inmate population of 7,305 and New Mexico is only one of two states in the country that has significantly more people in jails than in prisons
- New Mexico counties are required to spend over \$250 million each year for jail operations alone

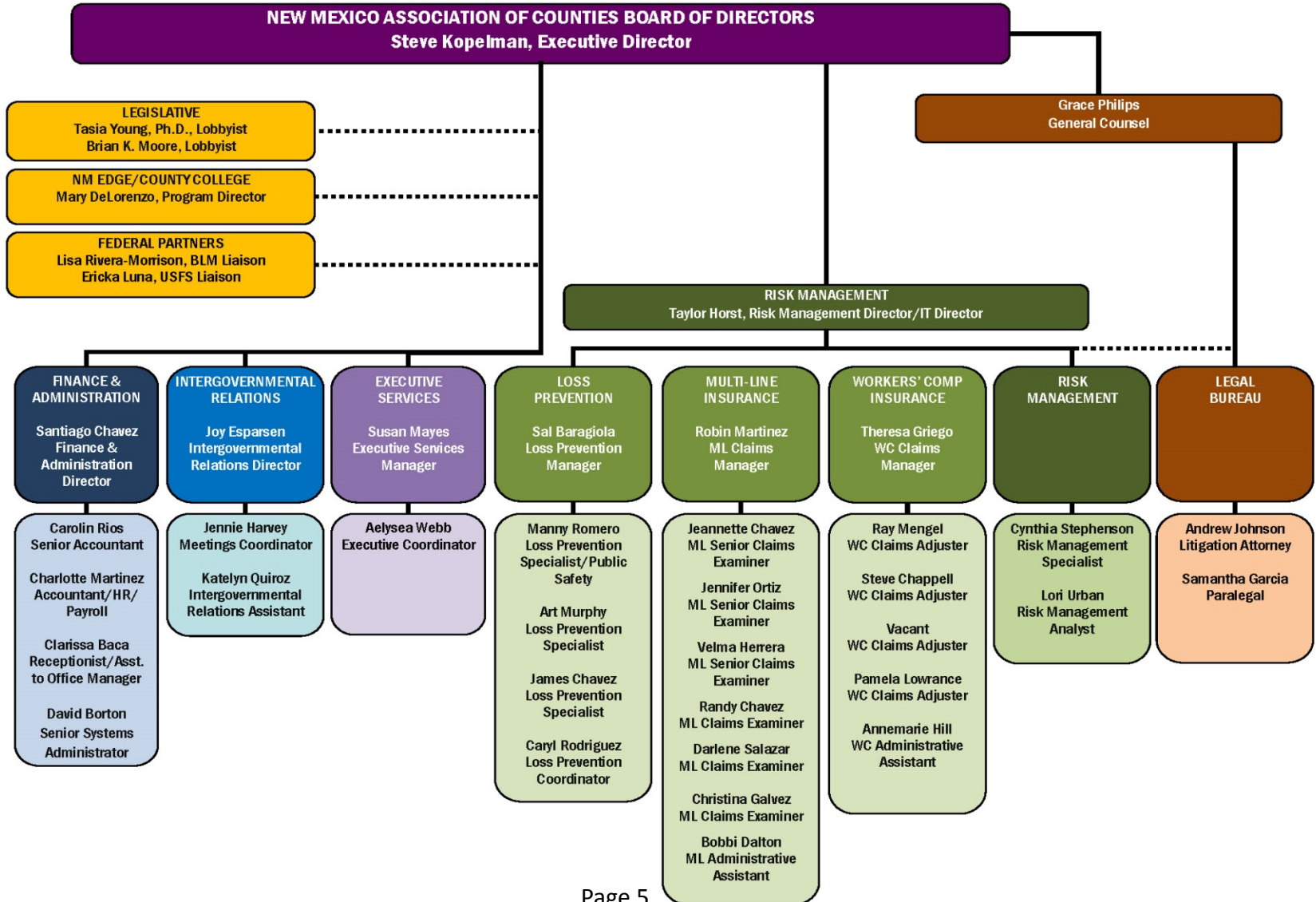
Organizational Chart - External

Updated 8/14/2015



Organizational Chart - Internal

Updated 8/14/2015



NMAC Policy Statement

The New Mexico Association of Counties' (NMAC) mission is to strengthen New Mexico counties' ability to govern their own affairs and to improve the well-being and quality of life of their constituents.

County Government

- NMAC supports a policy making process in which all elected county officials and citizens have a voice and recognizes that each county government can best determine how to manage its own affairs and meet the needs of its constituents.
- NMAC opposes preemption of local authority.
- NMAC opposes unfunded mandates imposed on county government.

Economic Development

- NMAC supports programs that create and aid both public and private enterprises to plan, finance, and develop job-related industries, businesses, and facilities that are compatible with local needs and desires.

Elections and Accountable Government

- NMAC supports transparency in governmental decision-making, open elections, and increased voter participation.

Energy, Environment, and Natural Resources

- NMAC supports significant involvement of county policy makers in federal, state, and local environmental, energy, and natural resources initiatives.
- NMAC supports adoption of sustainable water management policies.

Healthcare and Human Services

- NMAC supports significant involvement of county policy makers in federal, state, and local healthcare and human services funding and programs.
- NMAC supports a federal, state, and local partnership structure for financing and delivering healthcare and human services to meet the needs of all New Mexicans and opposes any measure that would further shift federal and state costs to counties.

Infrastructure

- NMAC supports adequate and recurring federal and state funding sources for public road, bridges, and transportation programs.
- NMAC opposes any restriction on the ability of counties to assess fees against users of public rights-of-way or the right of local government to control rights-of-way, zoning authority, or the right to receive usage and rental compensation from telecommunication and other utility providers.

Justice and Public Safety

- NMAC supports adequate community behavioral health services and effective diversion of individuals with serious mental illness and substance abuse problems from county detention facilities.
- NMAC supports effective and efficient delivery of public safety and emergency response services in all counties.
- NMAC supports effective and efficient criminal adjudication processes.
- NMAC opposes unnecessary incarceration of youth and adults in county detention facilities.

Taxation and Revenue

- NMAC supports tax reform efforts that improve economic efficiency, economic development, ease of administration, and overall fairness of the state and local tax system. It is essential that NMAC fully participates in legislative and executive efforts to restructure and reform the state and local tax system.
- NMAC supports the following tax policy principles: simplicity, transparency, economic neutrality, and equity.
- NMAC supports full federal funding of Payment in Lieu of Taxes and Secure Rural Schools.
- NMAC opposes legislation that has a significant negative impact on county revenue.

NMAC Policy Committees & Task Forces

Criminal Justice Reform Policy Committee

Identify and prioritize county detention reform initiatives for adults and juveniles; major issues include dealing with people with behavioral health and substance abuse problems; inmate competency and time limits; the high cost of operating detention facilities; wrap around services for individuals released from detention facilities; probation and parole violators in jails; continued connection with the Courts, Corrections, and Justice Interim Legislative Committee; and increase in County Detention Facilities Reimbursement Act funding.

Chair: Sharon Stover, Los Alamos County Clerk, NMAC President

Staff Liaison: Grace Philips, NMAC General Counsel

Economic Development & Infrastructure Policy Committee

To assist counties and county staff with identifying resources available to assist in developing and understanding economic development strategies. This includes areas such as planning, job creation, ties to infrastructure, financing, a skilled workforce, and other related areas. Additionally, the committee is tasked with reviewing policies relating to economic development and infrastructure and their impact on counties.

Chair: Glenn Walters, Sandoval County Commissioner

Staff Liaison: Brian Moore, NMAC Lobbyist

Healthcare Policy Committee

Address major healthcare issues facing county government with emphasis on possible legislative initiatives; major issues include indigent healthcare; Medicaid; healthcare for inmates; hospital reporting; and other issues of importance to the Health Services Affiliate.

Chair: Liz Stefanics, Santa Fe County Commissioner

Staff Liaison: Susan Mayes, NMAC Executive Services Manager

Native American Policy Committee

Address interdependent relationships between counties and Native American communities; major issues include education on Indian law and culture; examining major issues between county government and tribal/pueblo government; improving the dialogue between counties, tribes, pueblos, and nations; providing a sounding board for tribal interests.

Chair: Lloyd Felipe, Sr., Cibola County Commissioner

Staff Liaison: Joy Esparsen, NMAC Intergovernmental Relations Director

Public Lands & Natural Resources Policy Committee

Address major public lands and natural resources issues facing county government with particular emphasis placed on possible legislative initiatives; major issues include federal funding sources for public lands; water rights and delivery systems; Endangered Species Act; and other federal land management practices and regulations.

Chair: James Duffey, Chaves County Commissioner

Staff Liaison: Joy Esparsen, NMAC Intergovernmental Relations Director

Tax Policy Committee

Address major tax issues facing county government with particular emphasis placed on possible legislative initiatives; major issues include GRT reform efforts and ensuring that county revenues are adequate to meet their needs

Chair: Debbie O'Malley, Bernalillo County Commissioner

Staff Liaison: Santiago Chavez, NMAC Finance & Administration Director

2016 Legislative Session

- **HB 233—Limits State Food and Medical Hold Harmless Distribution to Counties and Cities that have Enacted Hold Harmless GRT Increments:** This bill, **which did not pass**, provided that counties and municipalities which have implemented hold harmless GRT increments would see a reduction in the state food and medical hold harmless distribution by the amount of the revenues generated by the hold harmless GRT. In the case of 19 counties, this would result in an immediate termination of all state distributions. The bill also would have phased in a transfer of motor vehicle excise tax revenues from the state general fund to the state and local government road funds. HB 233 would have had a devastating impact on the financial situation of quite a few counties and several cities, and would have raised legal issues regarding the impairment of existing revenue bonds.
- **HB 186—Study Emergency Services Funding:** Appropriated \$300,000 from the State General Fund to the Department of Health to conduct a study in collaboration with the State Fire Marshal to determine how best to support emergency services statewide and report to the appropriate interim committee before December 2016.

2016 Legislative Session Cont.

- **SB 214—Workers' Compensation Benefits and Intoxicated Workers:** Reduces the amount of workers' compensation indemnity benefits payable in proportion to the percent a worker's use of alcohol or illegal drugs, or misuse of prescription drugs, contributed to the worker's injury or death. An employer is barred from claiming a reduction in compensation if, before the accident, the employer had actual or constructive knowledge of the intoxication and a reasonable opportunity to take appropriate measures but failed to do so.
- **SB 224—Advanced Mapping:** Creates the Advanced Mapping Fund in the Energy, Minerals and Natural Resources Department, to be used as matching funds for federal grants to conduct advanced mapping projects statewide, and to plan, design, and construct the Rio Grande trail.
- **SJR 1—Bail Bond Constitutional Amendment:** Proposed constitutional amendment that would give district court judges the right to deny bail for a defendant charged with a felony if the prosecuting attorney proves by clear and convincing evidence that no release conditions will reasonably protect the safety of any other person or the community. In addition, a person who is not a danger or a flight risk shall not be detained solely because of financial inability to post a money or property bond.

Federal Legislative Initiatives

- Support the Payment In Lieu of Taxes (PILT) and Secure Rural Schools (SRS) Programs extending full mandatory funding
- Support long-term transportation funding and county priorities in MAP-21 Reauthorization
- Protect county interests in federal “Waters of the U.S. (WOTUS)” rulemaking
- Support NACo Stepping Up Initiative to reduce the number of people with mental illnesses in jails

Self-Insurance Pools

Advantages of Pooling

- Counties are not severely penalized for one bad loss
- Member counties control the NMAC pools
- Return of equity to county members
- Pools focus exclusively on county government

Workers' Comp, Multi-Line, & Law Enforcement Pools

- WC Pool provides medical and lost-time coverage for 31 member counties
- WC Pool provides statutory coverage with no limits
- ML Pool provides coverage for property, general liability, crime, public officials' errors and omissions, employment practices, and automobile liability
- ML Pool provides for state claims per the Tort Claims Act limits
- LE Pool provides coverage for law enforcement activities, including sheriff departments and adult and juvenile detention centers
- NMAC Loss Prevention does extensive training and outreach to county detention centers
- Pools operate under a Joint Powers Agreement with county members

***NEW!* County Employee Voluntary Benefits Program**

A WIN for Counties!

- County employees can buy these benefits at a lower cost than anywhere else
- No cost to the county to provide these benefits for its employees
- Employees cannot be denied any of these coverages
- Employees can take these benefits with them if they leave county employment
- Enrollment can occur during your normal enrollment period, or any other time you want it

Professional Development & Additional Resources

NMAC Conferences

- NMAC Legislative Conference held during the week Legislative Session opens to present county perspectives to our legislators and meet with affiliate members.
- NMAC Annual Conference held in June to develop and prepare NMAC legislative priorities for the next legislative session and provide educational programs to affiliates.
- Better Informed Public Officials (BIPO) Conference held to train newly elected county officials

County College/NM EDGE

- Created in 2004 in partnership with New Mexico State University's Cooperative Extension Service and NMAC.
- Works through the guidelines of the National Certified Public Manager Consortium to develop certification programs and affiliate-specific curricula for county elected officials and employees www.nmedge.nmsu.edu

National Association of Counties (NACo)

- Known as the Voice of America's 3,069 Counties
- Encourages its members to participate in NACo conferences, steering committees, and webinars
- Develops national legislative policies and advances issues with a unified voice before the federal government
- Responsible for representing counties in Congress and with federal executive agencies

NACo Boards/Caucuses/Issues

Western Interstate Region (WIR)
Large Urban County Caucus (LUCC)
Rural Action Caucus (RAC)
Funding for Payment in Lieu of Taxes (PILT),
Reauthorization of the Secure Rural Schools
& Community Self Determination Act, and
Endangered Species
Waters of the U.S.

NACo Steering Committees

Agriculture & Rural Affairs
Community, Economic & Workforce Development
Environment, Energy & Land Use
Finance and Intergovernmental Affairs
Health
Human Services & Education
Justice & Public Safety
Public Lands
Telecommunications and Technology
Transportation

NMAC Wants To Hear From You!

- What are the important issues facing your county?
- How can NMAC help?
- Questions?

Contact Us

Administration

Steve Kopelman, Executive Director
Susan Mayes, Executive Services Manager

Finance & Administration Department

Santiago Chavez, Finance & Administration Director

Intergovernmental

Joy Esparsen, Intergov. Relations Director

Legislative Services

Tasia Young, Lobbyist
Brian Moore, Lobbyist

Risk Management Services

Taylor Horst, Risk Management Director

Workers' Compensation Insurance

Theresa Griego, Workers' Comp. Manager

Multi-Line Insurance

Robin Martinez, Multi-Line Manager

Loss Prevention

Sal Baragiola, Loss Prevention Manager

www.nmcounties.org

NMAC (505) 983-2101

Economic Development – Eileen Yarbrough

No documentation provided for this presentation.



The aftermath of oil train derailment in Lac-Mégantic, Quebec

Lac-Megantic, QC

- July 6, 2013
- Involved an oil train crewed by a single person (lone crew member)
- Employee “secured” train on descending grade (a one-person crew was limited to where the train could be parked so that it would not block a grade crossing, where it is significantly more feasible operationally for a two-person crew to choose to split the train and park each part on a lesser grade than the choice left for the one-person crew)
- At approx. 1:15 a.m. the train, after rolling away and moving down the grade, derailed in the heart of Lac-Megantic, Quebec
- 63 tank cars derailed, many were breached, resulting in explosions
- 47 people were killed
- 6 million litres (1.5M gallons) of crude oil was released
- Downtown core was destroyed



Oil train derailment near Casselton, North Dakota

Casselton, North Dakota

- December 30, 2013
- Conventional operating crews on two trains involved in derailment (grain train also had student engineer)
- Westbound grain train derails on Main Track #1, immediately adjacent to Main Track #2, where an Eastbound Crude Oil train is approaching
- Oil train collides with derailed grain train, lead locomotives and head 21 cars of oil train derail
- Derailment of oil cars causes immediate explosion and an ensuing blaze
- Nearly one-half million gallons of crude oil is released
- Crude oil train consisted of 2 lead locomotives, one rear DPU (Distributed Power Unit) locomotive and 106 cars
- Engineer and Student Engineer on grain train go to the DPU on oil train to operate it. Conductor of grain train goes east to the nearest grade crossing and makes a cut of an estimated 50 cars
- Engineer pulls the 50 cars a ¼ mile west away from the burning oil train
- 45 minutes later, crew member using fire protective clothing walks to within 10 car lengths of the fire and uncouples approx. 20 additional cars, engineer pulls those cars away, creating a safety gap of approx. 25–30 car lengths from burning cars
- These two emergency response moves allowed 70 loaded crude oil cars to be taken out of harm's way, further reducing environmental impact of derailment and the release of crude oil
- These emergency moves would have been logistically difficult, if not impossible, if the trains would have been operated by a lone crew member
- Casselton incident reinforces importance of second crew member on train who serves as an “instant responder” in times of an emergency

Comments can be submitted by:

- 1) *Hand Delivery:* Room W12-140 on the Ground level of the West Building, 1200 New Jersey Avenue SE., Washington, DC 20590 between 9 a.m. and 5 p.m., Monday through Friday, except Federal Holidays.
- 2) *Mail:* Docket Management Facility, U.S. Department of Transportation, 1200 New Jersey Avenue SE., W12-140, Washington, DC 20590.
- 3) *Fax:* 202-493-2251.
- 4) *Online:* Go to <https://www.regulations.gov>; type in FRA-2014-0033; click on Comment Now; and then follow the directions.

Employee of the Month

Detective Steve Chavez



Cibola County Sheriff's Office

Sheriff Tony Mace

tnymace@yahoo.com

Undersheriff P. Michael Munk
mmunk@co.cibola.nm.us

Office: 505-876-2040
Dispatch: 505-287-9476
Fax: 505-876-2090

Physical: 114 McBride Road
Grants, NM 87020
Mailing: 515 W. High St.
Grants, NM 87020

The following are statistics for the Cibola County Sheriff's Department for MARCH 1, 2016 through MARCH 31, 2016.

	PREVIOUS YR 2015	
Accidents	9	9
Arrests	45	57
Transports	22	21
Warrant Transports	21	22
Calls	789	744
Citations	45	33
Warnings	41	12
Civil Papers	52	52
Incidents	45	39
Animal Control Calls	27	24

Please note the above information will change as deputies do all above duties as it occurs.

MARCH 2016 COMMISSION REPORT

Bookings For March 2016
Bookings For February 2016

Bookings	Releases
252	267
247	268

Daily Average Inmate Count for March 2016
Daily Average Inmate Count for February 2016
Highest facility count for the month of March 2016

Male	Female	Total
145	41	186
143	43	187
166	43	209

Revenue Collected for March 2016		
Co. Correctional Fac GRT.	\$39,986.19	March 2016 For February 2016
Housing	\$105,517.14	Collected in March 2016
Federal Transports		Collected in March 2016
Medical	\$11,299.58	Reimbursements & Fees
All Other	\$4,666.92	Inmate Fees, Commissions, Other Revenue
Correction Fees		
Total	\$161,469.83	

Rent paid for March 2016	\$9,821.00	From State to General fund
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Juvenile Care paid for March 2016	\$3,445.14	Juvenile's are currently held at the McKinley County Detention Center.
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TOTAL BILLING DAYS FOR MARCH 2016 = 1,563

Paying March 2016					
County, City & Federal	# of Inmates	Average # of Billing Days	Billing Days	Rate	Total
City of Grants	107	3.6	389	52.00	\$16,700.00
Village of Milan	15	7.96	119	54.00	\$6,075.00
United States Marshals	21	25.7	541	50.13	\$27,120.33
Valencia County	19	12.4	236	60.00	\$12,744.00
Socorro County				54.00	
Rio Arriba County	10	18.9	189	54.00	\$10,206.00
Mora County	1	31	31	54.00	\$1,674.00
Catron County				54.00	
SanMiguel County				54.00	
Prisoner Transportation Services	27	1.5	42	57.00	\$2,394.00
Security Transport Services	16	1	16	57.00	\$912.00
Air Force Nuclear Weapons Center				65.00	
Pueblo of Acoma					
Totals	216	102.06	1563		\$77,825.33

March 2016 Non Paying					
Non Paying	# of Inmates	Average # of Billing Days	Billing Days	Rate	Total
APPO	40	18.1	727	57.00	\$32,167.00
Magistrate Court	164	10.2	1,668	57.00	\$82,792.50
District Court	91	23	2,097	57.00	\$109,126.50
Totals	295	51.3	4,492		\$224,086.00

JUVENILE DETENTION LISTING MARCH 2016

FROM DATE	TO DATE	Man - Days	Total
3/10/16 23:42	3/14/16 21:32	3 DAYS & 21.81 HOURS	\$684.21
3/16/16 15:18	3/30/16 10:26	13 DAYS & 18.15 HOURS	\$2,407.50
3/29/16 23:31	3/31/16 23:59	2 DAYS & 0.47 HOURS	\$353.43

Total Man - Days: 23

Rate Per Day: \$108.00

Total Due: \$3,445.14

Year To Date	
Month	Amount
July	\$5,395.95
August	\$10,723.86
September	\$10,922.31
October	\$13,472.08
November	\$8,415.40
December	\$4,291.25
January	\$3,598.95
February	\$3,875.95
March	\$3,445.14
April	
May	
June	

Total To Date: \$64,140.89

Audrey
Archwude
Katy Griego
Secretary/Receptionist

Cibola County Road Dept.

515 W. High Street
Grants NM 87020
505-285-2570 Phone 505-285 3656 Fax



Tuesday, April 12, 2016

To: Tony Boyd - County Manager
Fr: Gary Porter - Public Works Director
Re: Monthly Report: 3/1/16 -3/31/16 (March)

Regular Maintenance

Blade & Shape

<u>Road</u>	<u>Description</u>	<u>Miles</u>
<i>C42</i>	<i>Back Country Byway</i>	<i>36.087</i>
<i>C1</i>	<i>Marquez Rd.</i>	<i>17.208</i>
<i>C2</i>	<i>Rio Puerco Rd.</i>	<i>3.234</i>
<i>C4</i>	<i>Piedra Lumbre</i>	<i>4.991</i>
<i>C6</i>	<i>Seboyeta-Bibo-Marquez Rd.</i>	<i>4.834</i>
<i>C49</i>	<i>Zuni Canyon Rd.</i>	<i>15.427</i>
<i>Total Miles</i>		<i>81.781</i>

Special Projects

<u>C1</u>	<i>Marquez Rd. - Shoulder work.</i>
<u>C56B</u>	<i>Vista Del Monte - Put Fence Up.</i>
<i>C21</i>	<i>Murray Acres - Sweep</i>
<i>C22</i>	<i>Broadview Acres - Sweep</i>
<i>C17</i>	<i>Mt. Taylor Addition - Install Delineator Posts.</i>
<i>C28</i>	<i>Bluewater Village - Install Delineator Posts.</i>
<i>C49</i>	<i>Zuni Canyon Rd. - Install Delineator Posts.</i>
<i>C33</i>	<i>Candy Kitchen Rd. - Moving one cattleguard, Hauling Base Course.</i>
<i>C58</i>	<i>San Rafael - Patching.</i>
<i>C8</i>	<i>Encinal-Cubero Rd. - Patching, Shoulder Work, Cutting Trees.</i>
<i>C24</i>	<i>Elkins Rd. & Forest Park Rd. - Clean Roadway.</i>
<i>C18</i>	<i>Horace Mesa - Patching.</i>

C42	<i>Black Country Byway - Cutting Trees, Spreading Dirt & Chips, Roadwork.</i>
C59D	<i>Camino De Silvestre - Install Culvert, Haul Base Course.</i>
C18A	<i>Lobo Creek Rd. - Shoulder work, Patching.</i>
C53	<i>Salazar Loop - Hauling Chips.</i>
C18B	<i>La Jara Mesa Rd. - Clean Culverts, Dirt Removal.</i>
C9	<i>Water Canyon Rd. - Cut Culverts, Roadway Work, Shoulder Work.</i>
C48A	<i>Timberlake Rd. - Haul Base Course, Fix Barrier Walls.</i>
C19A	<i>Cantina Homesites Rd. - Clean Shoulder.</i>
C19B	<i>La Mosca Tank Rd. - Clean Culverts.</i>
C5	<i>Moquino-Bibo Loop - Install Speed Humps.</i>
C17A	<i>Walter Rd. - Cutting Trees on Roadway.</i>
C7	<i>Cubero Loop - Shoulder Work, Road Work, Sweeping.</i>
C20	<i>San Mateo Roads - Sweeping.</i>

Cibola County Road Dept.

515 W. High Street

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505-285-2570 Phone Fax 505-287-3656



MAINTENANCE REPORT

March 2016

Road Dept.	133	23.56	1	\$ 11.00	\$ 34.56
Road Dept.	134	147.36	10	\$ 16.50	\$ 312.36
Road Dept.	148	\$53.54	2	\$ 16.50	\$ 86.54
Road Dept.	150	\$73.69	5	\$ 16.50	\$ 156.19
Road Dept.	151	\$108.67	0.5	\$ 11.00	\$ 114.17
Road Dept.	151	\$72.12	14	\$ 16.50	\$ 303.12
Road Dept.	157	\$29.33	0.5	\$ 16.50	\$ 37.58
				TOTAL	\$ 1,044.52
Clerks	G-64240	\$116.86	2	\$ 16.50	\$ 149.86
				TOTAL	\$ 149.86
DWI	G-53823	\$22.78	3	\$ 16.50	\$ 72.28
DWI	G-85669	\$32.99	1	\$ 16.50	\$ 49.49
				TOTAL	\$ 121.77
				GRAND TOTAL	\$ 2,238.90

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FUEL REPORT - CIBOLA COUNTY ROAD DEPARTMENT March 2016

UNLEADED					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
G-18461	#VALUE!	#VALUE!	NU	0.000	\$ -
G-18473	0.28	6.32	213	33.700	\$ 60.51
G-18464	0.23	7.80	234	30.000	\$ 53.18
G-02084	0.00	#DIV/0!	670	0.000	\$ -
G-15638	0.00	#DIV/0!	16	0.000	\$ -
G-29800	3.90	0.45	10	22.000	\$ 39.00
G-29091	0.14	12.72	369	29.000	\$ 51.92
G-23696	0.12	15.53	466	30.000	\$ 54.02
G-23697	0.17	10.60	817	77.100	\$ 138.27
G-39980	0.26	6.86	48	7.000	\$ 12.41
G-39988	#VALUE!	#VALUE!	NU	0.000	\$ -
G-57384	0.15	11.56	943	81.600	\$ 145.94
G-57619	0.00	#DIV/0!	126	0.000	\$ -
G-57618	0.09	19.94	319	16.000	\$ 28.96
146	#VALUE!	#VALUE!	NU	0.000	\$ -
G-66164	0.00	#DIV/0!	NU	0.000	\$ -
G-66165	0.24	7.63	NU	16.000	\$ 28.96
G-70482	0.12	15.57	950	61.000	\$ 109.93
G-78718	0.11	16.42	2,613	159.100	\$ 284.74
G-64239	0.11	16.32	1,090	66.800	\$ 119.23
G-86952	#VALUE!	#VALUE!	NU	0.000	\$ -
G-86953	0.08	22.71	1,742	76.700	\$ 136.92
G-86954	0.08	21.46	1,751	81.600	\$ 146.25
G-91750	0.11	16.59	1,715	103.400	\$ 185.56
G-34769	#VALUE!	#VALUE!	NU	0.000	\$ -
503	#VALUE!	#VALUE!	NU	0.000	\$ -
Extra card	#DIV/0!	0.00	0	25.000	\$ 45.24

TOTAL GAS

916.000

\$ 1,641.04

DIESEL FUEL					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
G-50237	0.16	10.57	313	29.600	\$ 51.48
G-18484	#VALUE!	#VALUE!	NU	0.000	\$ -
G-18476	#VALUE!	#VALUE!	NU	0.000	\$ -
G-18795	#VALUE!	#VALUE!	NU	0.000	\$ -
G-30550	0.30	5.82	1,815	311.800	\$ 541.65
G-30549	#VALUE!	#VALUE!	NU	0.000	\$ -
G-38441	#VALUE!	#VALUE!	NU	0.000	\$ -
G-67372	0.39	4.44	1,332	299.700	\$ 520.77
G-67371	0.36	4.84	1,776	366.800	\$ 637.24
G-70782	0.31	5.55	1,417	255.300	\$ 443.62
Distributor	#VALUE!	#VALUE!	NU	0.000	\$ -
Water Truck	0.68	2.85	103	36.100	\$ 70.35
New Transport	0.14	13.71	425	31.000	\$ 60.30
305	0.00	#DIV/0!	10	0.000	\$ -
306	3.81	0.46	9	19.700	\$ 34.25
307	6.97	0.25	89	357.000	\$ 620.24
308	2.55	0.68	94	138.000	\$ 239.80
309	#VALUE!	#VALUE!	NU	0.000	\$ -
310	#VALUE!	#VALUE!	NU	0.000	\$ -
311	2.71	0.64	14	21.900	\$ 38.00
312	#VALUE!	#VALUE!	NU	0.000	\$ -
313	#VALUE!	#VALUE!	NU	0.000	\$ -
314	2.26	0.77	30	39.000	\$ 67.80
416	4.93	0.35	106	300.700	\$ 522.32
417	5.54	0.31	119	379.400	\$ 659.08
418	6.53	0.27	44	165.500	\$ 287.52
501	#VALUE!	#VALUE!	NU	0.000	\$ -
Extra card	#DIV/0!	0.00	0	40.100	\$ 69.72
TOTAL DIESEL				2791.600	\$ 4,864.14

***N/U = NOT USED**

Cibola County Road Dept.

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**FUEL REPORT CIBOLA COUNTY BY DEPARTMENT****March 2016****SHERIFF'S DEPARTMENT**

VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-85515	0.12	14.73	2,117	143.673	\$ 258.76
G-85514	\$0.05	34.48	4,066	117.919	\$ 213.04
G-61113	\$0.08	23.44	2,019	86.138	\$ 151.95
G-68384	\$0.76	2.47	42	17.000	\$ 31.95
G-68920	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-68922	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-68921	\$0.15	11.76	1,637	139.154	\$ 248.28
G-68418	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-72224	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-72225	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-75188	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-78152	\$0.12	14.61	187	12.800	\$ 22.90
G-78153	#VALUE!	#VALUE!	DNTI	4.400	\$ 7.80

G-78154	\$0.12	15.16	385	25.400	\$ 45.96
G-78717	\$0.23	8.12	235	28.951	\$ 53.10
G-78720	\$0.08	20.40	1,232	60.400	\$ 102.58
G-78721	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-78722	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-78723	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-86096	\$0.02	13.34	1,528	114.500	\$ 24.46
G-86996	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-85471	#VALUE!	#VALUE!	DNTI	51.400	\$ 89.19
A-190-ULS	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-88607	\$0.17	10.81	3,298	305.100	\$ 545.53
G-88606	\$0.14	13.23	3,901	294.900	\$ 529.18
G-88608	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-88605	#VALUE!	#VALUE!	DNTI	90.100	\$ 160.61
Max Pro <i>Armored Truck</i>	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-90204	\$0.10	18.20	2,908	159.800	\$ 286.59
G-90205	\$0.09	19.30	2,191	113.500	\$ 203.39
3035	\$0.05	35.26	2,616	74.200	\$ 133.15
4479	\$0.16	11.41	2,533	222.000	\$ 397.32
4481	\$0.15	12.33	3,699	300.000	\$ 536.49
207902	\$0.15	13.84	6,221	449.535	\$ 916.58
259	\$0.08	22.83	3,228	141.400	\$ 262.20
443	\$0.15	12.19	2,848	233.684	\$ 435.16
445	\$0.16	11.24	2,386	212.300	\$ 379.95
9058	\$0.12	15.51	3,125	201.500	\$ 361.26

2219	\$0.10	18.00	3,528	196.000	\$ 351.34
TOTAL SHERIFF'S				3795.754	\$ 6,748.72
<u>MANAGERS</u>					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
7466	\$0.15	13.44	1,212	90.174	\$ 182.35
TOTAL MANAGERS				90.174	\$ 182.35
<u>RURAL ADDRESSING</u>					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G60137	\$0.11	16.71	523	31.299	\$ 58.61
TOTAL RURAL ADDRESSING				31.299	\$ 58.61
<u>EMERGENCY MANAGEMENT</u>					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-86167	\$0.19	10.92	1,406	128.754	\$ 268.00
TOTAL EMERGENCY MANAGEMENT				128.754	\$ 268.00
<u>BUILDING & GROUNDS</u>					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-67587	\$0.16	12.34	555	44.987	\$ 91.07
TOTAL BUILDING & GROUNDS				44.987	\$ 91.07
<u>I.T.(DATA PROCESSING)</u>					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST

G-90878	\$0.16	11.37	461	40.559	\$ 73.35
G-53547	\$0.00	#DIV/0!	74	0.000	\$ -
TOTAL DATA PROCESSING				40.559	\$ 73.35
<u>ASSESSORS</u>					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-78714	\$0.10	18.46	821	44.472	\$ 84.25
G-78715	#VALUE!	#VALUE!	NU	0.000	\$ -
G-81964	\$0.14	14.40	891	61.879	\$ 126.55
TOTAL ASSESSORS				44.472	\$ 210.80
<u>DETENTION</u>					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-60185	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-24336	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-57383	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-59969	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-60180	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-61368	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-63072	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-73152	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-78719	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-79636	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-79879	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-85729	#VALUE!	#VALUE!	DNTI	0.000	\$ -

<i>X-tra Card</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>NU</i>	<i>0.000</i>	<i>\$ -</i>
<i>TOTAL DETENTION</i>				<i>0.000</i>	<i>\$ -</i>
<u><i>ROAD DEPT. MOTORPOOL</i></u>					
<i>VEHICLE #</i>	<i>COST/MILE</i>	<i>MPG</i>	<i>MILES</i>	<i>TOTAL GAL</i>	<i>TOTAL COST</i>
<i>G-18474</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>NU</i>	<i>0.000</i>	<i>\$ -</i>
<i>TOTAL ROAD DEPT. MOTORPOOL</i>				<i>0.000</i>	<i>\$ -</i>
<u><i>CONSOLIDATED DISPATCH</i></u>					
<i>VEHICLE #</i>	<i>COST/MILE</i>	<i>MPG</i>	<i>MILES</i>	<i>TOTAL GAL</i>	<i>TOTAL COST</i>
<i>G-70403</i>	<i>0.04</i>	<i>40.03</i>	<i>990</i>	<i>24.729</i>	<i>\$ 43.25</i>
<i>Generator</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>NU</i>	<i>0</i>	<i>\$ -</i>
<i>TOTAL CONSOLIDATED DISPATCH</i>				<i>24.729</i>	<i>\$ 43.25</i>
<u><i>CLERKS OFFICE</i></u>					
<i>VEHICLE #</i>	<i>COST/MILE</i>	<i>MPG</i>	<i>MILES</i>	<i>TOTAL GAL</i>	<i>TOTAL COST</i>
<i>G-64240</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>NU</i>	<i>0.000</i>	<i>\$ -</i>
<i>G55649</i>	<i>0.13</i>	<i>14.12</i>	<i>223</i>	<i>15.791</i>	<i>\$ 28.00</i>
<i>G-72255</i>	<i>0.00</i>	<i>#DIV/0!</i>	<i>16</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-86995</i>	<i>0.08</i>	<i>23.79</i>	<i>379</i>	<i>15.934</i>	<i>\$ 29.51</i>
<i>TOTAL CLERKS</i>				<i>31.725</i>	<i>\$ 57.51</i>

<u><i>DWI PROGRAM</i></u>					
<i>G-53823</i>	<i>0.00</i>	<i>#DIV/0!</i>	<i>24</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-45051</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>DNTI</i>	<i>0.000</i>	<i>\$ -</i>

<i>G-85669</i>	<i>0.09</i>	<i>19.59</i>	<i>479</i>	<i>24.452</i>	<i>\$ 44.35</i>
<i>TOTAL DWI PROGRAM</i>				<i>24.452</i>	<i>\$ 44.35</i>

****DNTI = DID NOT TURN IN / *N/U = NOT USED***



Cibola County, NM

Detail Report with Activity and Encumbrance

Account Detail

Date Range: 03/01/2016 - 03/31/2016

Account	Name			Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance
Fund: 563 - CONSTRUCTION FUND									
563-085-445-00101		PROFESSIONAL SERV.		1,886,881.48	614,767.91	2,501,649.39	2,311,948.55	-632,241.44	1,679,707.11
Post Date	Packet Number	Number	Description	Project Account		Amount	Running Balance	Encumbrance	Running Balance
03/03/2016	APPKT00423	6	PRE-CONSTRUCTION OPEN PURCHASE ORDER			-217,401.58	1,669,479.90		
	Vendor:	28588 - JAYNES CORPORATION		Payment Number:	84733				
03/03/2016	APPKT00423	6	CHANGE AMOUNT			-17,473.53	1,652,006.37		
	Vendor:	28588 - JAYNES CORPORATION		Payment Number:	84733				
03/03/2016	APPKT00398	6	PRE-CONSTRUCTION OPEN PURCHASE ORDER			217,401.58	1,869,407.95		
	Vendor:	28588 - JAYNES CORPORATION		Payment Number:	84733				
03/03/2016	APPKT00423	6	PRE-CONSTRUCTION OPEN PURCHASE ORDER			217,401.58	2,086,809.53		
	Vendor:	28588 - JAYNES CORPORATION		Payment Number:	84733				
03/03/2016		39737A	PRE-CONSTRUCTION OPEN PO					-217,401.58	2,094,546.97
	Vendor:	JAYNES CORPORATION - 28588							
03/18/2016	APPKT00424	7	CHANGE ORDER #2			414,839.86	2,501,649.39		
	Vendor:	28588 - JAYNES CORPORATION		Payment Number:	84733				
03/18/2016		39737A	PRE-CONSTRUCTION OPEN PO					-414,839.86	1,679,707.11
	Vendor:	JAYNES CORPORATION - 28588							
Total Fund: 563 - CONSTRUCTION FUND:				1,886,881.48	614,767.91	2,501,649.39	2,311,948.55	-632,241.44	1,679,707.11
Grand Totals:				1,886,881.48	614,767.91	2,501,649.39	2,311,948.55	-632,241.44	1,679,707.11

Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance
563 - CONSTRUCTION FUND	1,886,881.48	614,767.91	2,501,649.39	2,311,948.55	-632,241.44	1,679,707.11
Grand Total:	1,886,881.48	614,767.91	2,501,649.39	2,311,948.55	-632,241.44	1,679,707.11

Update on Taxation and Revenue - Geraldine Rael & Jenna Rodriguez

Cibola County Commission

T. Walter Jaramillo, Chairman
Patrick Simpson, 1st Vice Chair
Lloyd Felipe, 2nd Vice Chair
Robert Armijo, Commissioner
Jack Moleres, Commissioner

Cibola County

515 West High Street
Grants, New Mexico 87020
Phone (505) 287-9431 – Fax (505) 285-5434



Tony Boyd
County Manager

4/1/2016

Summary of Plats Presented to County Commission for Approval

1.) Vacation of Elk Haven Preserve Subdivision- Section 15 T 11 N R 15 W

Purpose of plat-To vacate all of the lots within the Elk Haven Preserve Subdivision and return the property to the original section of land. Land owner owns all lots within the section and four additional sections on the east and north sides of the subdivision.

Mapping Recommendation: The plat meets the requirements for Vacation under Ordinance # 15-02 An Ordinance relating to the Subdivision of Land in Cibola County New Mexico. Proof of Taxes paid in Advance and receipt of the Claim of Exemption fee payments are also enclosed. Letters sent to surrounding property owners on 4/1/2015 per Article 7 section 7.4.3.

Recommend approval.

Anna Larson
GIS Mapping/ Planning
(505) 285-2555

Anna Larson

From: Jim Whitfield <wdiamondranch@gmail.com>
Sent: Tuesday, April 12, 2016 2:28 PM
To: alarson@co.cibola.nm.us
Subject: Application to vacate The Elk Haven Preserve Subdivision

Dear Ms. Larson:

This is a letter of support for the application by International Investors, Inc, to vacate the Elk Haven Preserve Subdivision. There is no adequate access into this area, and there has been no real work on the subdivision for approximately 20 years. In addition, a court ruling from November 1, 2000 by the 13th Judicial District Court, Cibola County, ruled that the proposed easement to reach the subdivision must remain an unimproved 2 track road. That original proposed access is impassable many times of the year, and essentially makes accessing the subdivision impractical. Although the proposed plat for properties within the subdivision had been tentatively identified, no true development of the land has taken place, and the land exists essentially as it was before the subdivision status was granted. It certainly makes sense to restore the designation to this land as agriculture/forest, rather than multiple subdivided properties.

All the rest of the bordering land to the Elk Haven Subdivision is either National Forest, or active ranch land. The elk and deer population in the area is some of the finest habitat in the Zuni Mountains portion of Cibola National Forest, and would be much better preserved by leaving the area as it is, forest and ranching.

Sincerely,
Jim Whitfield
W Diamond Ranch and Cattle
PO Box 476
Gallup, NM 87305
505-870-2307

Cibola County Commission

T. Walter Jaramillo, Chairman
Patrick Simpson, 1st Vice Chair
Lloyd Felipe, 2nd Vice Chair
Robert Armijo, Commissioner
Jack Moleres, Commissioner

Cibola County

515 West High Street
Grants, New Mexico 87020
Phone (505) 287-9431 – Fax (505) 285-5434



Tony Boyd
County Manager

April 1, 2016

W Diamond Ranch and Cattle LLC
P.O. Box 476
Gallup, NM 87305

Dear Sir,

At the request of International Investors, Inc, The Cibola County Administrative Offices will be reviewing for approval, an application to vacate The Elk Haven Preserve Subdivision, situated within section 15, township 11 north, range 15 west. The entire subdivision will be vacated including any previously platted subdivision roads. Please see the attached map.

Cibola County Ordinance 15-02 requires that all contiguous property owners be notified of the proposed changes to allow for public comment. Please direct any written comments to Anna Larson, 515 W. High St., Grants, NM 87323 or by e-mail at alarson@co.cibola.nm.us.

Thank you,

Anna Larson
GIS Mapping/ Planning
(505) 285-2555

VACATION PLAT OFF

Cabala County, New Mexico

THE PURPOSE OF THIS PLAT IS TO ACKNOWLEDGE THE OWNERS' AND/OR PROPERTY'S ARE VACATING LOTS BECAUSE EXISTENTS AND NEW FRONT C MATS WITHIN THE EXISTING BOUNDARY IS AIN KAREN MANSINE SUBDIVISION.

the machine as soon as it is with the first console, and in accordance with the interests of the undersigned member(s) and proprietors' interest, said members and/or proprietors' estate shall not have consent and authorization to give up to

SECRETARY AND SMO COUNCILS AND/OR MEMBERSHIP DO NOTIFY GREAT ALL ELEMENTS AS SHOWN HEREIN FOR THE PURPOSES NOTED. SMO COUNCILS AND/OR MEMBERSHIP DO NOTIFY ELEMENT TO ALL OF THE FOREGOING AND DO NOTIFY GREAT THAT THIS SUPERSTORM VACATION IS THEIR FREE ACT AND DEED.

for information
ATTENTION: VISITORS ARE AN OBLIGED CITIZENSHIP

2016-2017

STATE OF ILLINOIS } ss
COUNTY OF SPRINGFIELD }

3rd day of FEBRUARY 2014
 DENISE D. WILSON
 History Writer
 10-14-2014
 by Commission Expires

At 2nd Section 15, Township 17 North, Range 13 West,
Pineola, Madison, Carbon County, New Mexico.

1/11/11

100

Definition of Proposition

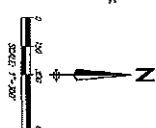
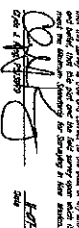
TAX CERTIFICATE
 Forms for these events have been filed as of **2/3/20**

16

100

6. **Quinn & King** a New Mexico Professional Services Co. Inc. that this job was procured from a bid source performed under my direct supervision, that I am responsible for and that this contract has not expired in the last 24 months.

22



- ⑤ FLOOD STONE CROWN SET S/S 8" REGULAR
W/SLAB/IN CAP

- ⑬ SET 3" ALUMINUM COATED PIPE, PS2307
- ⑭ SET 3/8" REBAR w/ PS2307S CAP, INE

- SYMBOLS LEGEND**

- DR 10-02 1/4 SECTION COVER AT NE

- ## NOTES

2. STATEMENT SUBMITTED FOR INFORMATIONAL AND
ON-BOARD CONFORMANCE P. C. SOL. JUNE 1
CHARGE FOR INFORMATIONAL DEED FILED IN THE C
ON-BOARD CHARGE H. H. SOL. 21 8-25

- 3 THE ABOVE SHOWN IS GROSS AREA OF THE
NOT SUBTRACT ANY AREAS UNDER MOUNTAIN
OR ROAD-15'-WIDE

5. BEHAVIORS SHOWN HEREIN ARE REFERENCED

- Figure 1**

- PROFESSIONAL CARE**

- 100



Receipt Number: R00001549

Cashier Name: Teresa Encinio

Terminal Number: 1

Receipt Date: 4/1/2016 1:52:25 PM

Trans Code: Misc - Micellaneous Receipts

Name: SUB DIVISON/INTRNATIONAL INVESTORS

\$250.00

Product: Subdlvision Fees

Units: 0.00 Amount: 250.00

SUB DIVISON/INTRNATIONAL INVESTORS INC 250.00

Subdivision Fees 250.00

Total Balance Due: \$250.00

Payment Method: Check Payor: INTRNATIONAL INVEATORS Reference: 1117

Amount: \$250.00

Total Payment Received: \$250.00

Change: \$0.00

APPLICATION FOR VACATION OF A PLAT

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 County Manager by the subdivider or a designated agent and shall be in compliance with the requirements of the County Subdivision Regulations. Each application must be accompanied by the required administrative fee.

APPLICANT INFORMATION

1. Subdivider Name, Address and Phone Number International Investors Inc.
PO BOX 3526, ENID OK 73703
580-231-4322
Signature [Signature] Date 18 MAR 2016
2. Engineer/Surveyor Name, Address and Phone Number Hammon, Enter, Inc
PO BOX 770
Ramah NM 87321
505-870-6901
Signature [Signature] Date 18 MAR 2016

SUBDIVISION INFORMATION

3. Name of Subdivision ELK HAVEN PRESERVE
4. Reason(s) for Vacation of Plat (brief description) TO RETURN TO
AGRICULTURE & HUNTING
5. Attach a copy of the subdivider's plan containing, maps, schematics, and a narrative statement describing the full effect of the proposed plat vacation with and without the vacation.
6. Attach a copy of documents of title to the property affected by the proposed vacation.

I certify that the information provided by me in this Application for Vacation of a Plat 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

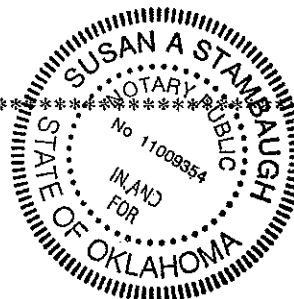
This Application for Vacation of a Plat was SUBSCRIBED AND SWORN to before me on
MARCH 18, 2016.

[Signature]
Notary Public

My Commission Expires:

10/14/2019

PROCEDURAL INFORMATION (to be completed by County Staff)



7. Date application received by County: 4/11/16 (fee paid? \$250 ✓)
Signed ana fersen
8. Date of public hearing before the Subdivision Review Committee and/or County Commission: 4/27/16
9. Date and resolution number of vacation approval by County Commission: _____

WARRANTY DEED

CAROL ANN WILLIAMS, a single woman, for consideration paid, grant to INTERNATIONAL INVESTORS, INC., an Oklahoma corporation, whose address is P. O. 3526, Enid, Oklahoma 73702 the real estate in Cibola County, New Mexico described on Exhibit "A", attached hereto incorporated herewith for all purposes.

SUBJECT TO the following:

1. All taxes for the year 2014 and subsequent year;
2. Reservations as contained in the Patent from the United States of America, recorded in Book A-9, Page 277, Records of Valencia County, New Mexico;
3. Grant of Easement for Right-of-Way from Ramah Land & Cattle Co., Inc., to Joseph Dean and Billie Bond, recorded in Book 5, Page 1220, records of Cibola County, New Mexico;
4. Electric Line Right-of-Way Easement from Elk Haven Ranch, Mark D. Brinton Family Trust to Continental Divide Electric Cooperative, Inc., recorded in Book 18, Pages 9853-9858, records of Cibola County, New Mexico;
5. Easements as shown on Plat filed April 20, 2001, in Cab. C-147, records of Cibola County, New Mexico;
6. Findings of Fact in the Court's Findings of Fact, Conclusions of Law and Judgment and Order, by and between James McLendon, as Plaintiff, -vs- Ronald Clawson as Defendant and Ronald Clawson and Ramah Land and Cattle Company, Inc., as Counterclaimants, -vs- James McLendon, Kit K. South and unknown persons 1 through 100, as Counterdefendants, recorded in Book 9, Pages 6537-6550, records of Cibola County, New Mexico; and
7. Title to all oil, gas, coal and other minerals within and underlying the premises, together with the drilling rights, privileges, and easements appurtenant thereto, and production therefrom, with warranty covenants.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

201401234 Page 1 of 58; 023 P: 00834 Wed Jul 16 10:31:51 MDT 2014
Elisa Bro. Cibola County, NM Clerk and Recorder



Signed on this the 8th day of July 2014.

Carol Ann Williams
CAROL ANN WILLIAMS

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

SUBSCRIBED AND SWORN TO BEFORE ME on July 8, 2014 by CAROL ANN WILLIAMS.



Tracie Cole
Notary Public, State of Texas

201401234 Page 2 of 58; 023 P; 00935 Wed Jul 16 10:31:51 MDT 2014
Elisa Bro, Cibola County, NM Clerk and Recorder

Warranty Deed

Page | 2

EXHIBIT A

The Northwest Quarter (NW/4), the Southwest Quarter (SW/4), the West Half of the Northeast Quarter (W/2 of the NE/4) and the West Half of the Southeast Quarter (W/2 of the SE/4) all in Section Two (2) T11N, R15W, NMPM, Cibola County, New Mexico.

And

All of Sections 9, 10, 11, 13, 14, Township 11 North, Range 15 West, NMPM, Cibola County, New Mexico.

And

Lots numbered One (1) through Six (6) and Eight (8) through Seventy-six (76) and Tracts "A", and "B", and "C" of Elk Haven Preserve Subdivision, a subdivision located in Cibola County, New Mexico, as the same are shown and designated on the Plat thereof filed in the Office of the County Clerk of Cibola County, New Mexico on April 20, 2001, in Cabinet C-147, Book 9, Page 9400, Document #20014688.

And

Lot number Seven (7), of Elk Haven Preserve Subdivision, a subdivision located in Cibola County, New Mexico, as the same are shown and designated on the Plat thereof filed in the Office of the County Clerk of Cibola County, New Mexico on April 20, 2001, in Cabinet C-147, Book 9, Page 9400, Document #20014688.

And

Together with the water rights and other personal property described on the succeeding pages. The following described water rights:

Ground Water Rights, OSE File No. G-1361, located on Elk Haven Subdivision, Lot 7, Cibola County, New Mexico.

Warranty Deed

201401234 Page 3 of 58; 023 P; 00936 Wed Jul 16 10:31:51 NOT 2014
Elisa Bro, Cibola County, NM Clerk and Recorder

Page | 3

EXHIBIT A CONTINUED

Ground Water Rights, OSE File No. G-860, located on Elk Haven Subdivision, Lot 3, Cibola County, New Mexico.

Surface Pond Rights, OSE File No. ZRB-4-0296, Hydrographic Map 3C-4-SP017, Cibola County, New Mexico, 1.421 a. f., more or less.

Surface Pond Rights, OSE File No. ZRB-4-0296, Hydrographic Map 3C-4-SP018, Cibola County, New Mexico, 0.077 a. f., more or less.

Surface Pond Rights, OSE File No. ZRB-4-0296, Hydrographic Map 3C-4-SP019, Cibola County, New Mexico, 0.050 a. f., more or less.

Surface Pond Rights, OSE File No. ZRB-4-0296, Hydrographic Map 3C-4-SP020, Cibola County, New Mexico, 0.405 a. f., more or less.

Surface Pond Rights, OSE File No. ZRB-4-0296, Hydrographic Map 3C-4-SP021, Cibola County, New Mexico, 1.155 a. f., more or less.

Surface Pond Rights, OSE File No. ZRB-4-0296, Hydrographic Map 3C-4-SP022, Cibola County, New Mexico, 1.286 a. f., more or less.

Stockwater Rights per Declaration of Ownership of Livestock Water Dam or Tank, OSE File No. LWD-035-PES, Cibola County, New Mexico.

Stockwater Rights per Declaration of Ownership of Livestock Water Dam or Tank, OSE File No. LWD-036-PES, Cibola County, New Mexico.

Stockwater Rights per Declaration of Ownership of Livestock Water Dam or Tank, OSE File No. LWD-037-PES, Cibola County, New Mexico.

Stockwater Rights per Declaration of Ownership of Livestock Water Dam or Tank, OSE File No. LWD-038-PES, Cibola County, New Mexico.

Warranty Deed

201401234 Page 4 of 55: 023 P: 00897 Wed Jul 16 10:31:51 MDT 2014
Elisa Bro, Cibola County, NM Clerk and Recorder

Page | 4

EXHIBIT A CONTINUED

Stockwater Rights per Declaration of Ownership of Livestock Water Dam or Tank, OSE File No.

LWD-039-PES, Cibola County, New Mexico.

Stockwater Rights per Declaration of Ownership of Livestock Water Dam or Tank, OSE File No.

LWD-040-PES, Cibola County, New Mexico.

201401234 Page 5 of 58: 023 P: 00838 Wed Jul 16 10:31:51 MDT 2014
Elisa Bro, Cibola County, NM Clerk and Recorder

Warranty Deed

Page | 5

NM6 ALTA Commitment Form**COMMITMENT FOR TITLE INSURANCE**

Issued by

First American Title Insurance Company

First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

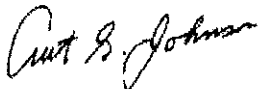
All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

BY



PRESIDENT

ATTEST



SECRETARY



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

94B3N

"Pursuant to the New Mexico Title Insurance Law S59A-30-4 NMSA 1978. Control and Supervision by Superintendent and Title Insurance Regulation S13.14.18.10 NMAC, no part of any title insurance commitment, policy or endorsement form may be added to, altered, inserted in or typed upon, deleted or otherwise changed from the title insurance form promulgated by the New Mexico Superintendent of Insurance, nor issued by a person or company not licensed with regard to the business of title insurance by the New Mexico Superintendent of Insurance, nor issued by a person or company who does not own, operate or control an approved title abstract plant as defined by New Mexico law and regulations for the county wherein the property is located"

First American Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company:
First American Title Insurance Company
1 First American Way
Santa Ana, CA 92707

File No. 02-3580 Cibola

1. Commitment Date: June 17, 2014 at 4:00 p.m.

2. Policy (or policies) to be issued:

(a) ALTA Owner's Policy ()
Proposed Insured:

Policy Amount: **\$1,972,080.00**

International Investors, Inc.

(b) ALTA Loan Policy ()
Proposed Insured:

Policy Amount: \$

3. The estate or interest in the land described or referred to in this Commitment is:
A fee simple.

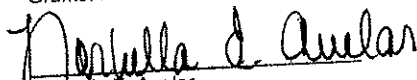
4. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date,
by:

Carol Ann Williams, as the duly appointed Independent Executrix of the Estate of Monty Paul Williams, Jr. as shown on Statement of Domiciliary Foreign Personal Representative, filed in Lincoln County, New Mexico, on May 27, 2014.

5. The land referred to in this Commitment is described as follows:

SEE EXHIBIT A ATTACHED HERETO AND CONSISTING OF ONE PAGE:

Countersigned:
Cibola County Title Company
212 Mountain Road
PO Box 238
Grants, NM 87020


Norbella E. Avelar
Authorized Signatory

SCHEDULE B - SECTION I

REQUIREMENTS

COMMITMENT NO. 023580

File No: 02-3580

The following requirements must be met:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Proper instrument(s) creating the estate or interest to be insured that must be executed and duly filed for record, to-wit:
3. The Personal Representative for the Estate of Monty Paul Williams, deceased, file a Notice of Administration of the filing of the Proof of Authority in the Lincoln County Probate Court, Case No. 2726 in the real property records of Cibola County, as required by Section 45-1-404-NMSA 1978, to provide notice in Cibola County of the authority of the Personal Representative to convey real property in New Mexico.
4. Warranty Deed from Mark D. Brinton, Co-Trustee of the Mark D. Brinton Family Trust UTA dated July 30, 1998 to Monty Paul Williams, Jr., a single man and Carol Ann Williams, a single woman.
5. Warranty Deed from Carol Ann Williams, Executrix of the Estate of Monty Paul Williams, Jr., to International Investors, Inc. an Oklahoma corporation.
6. Provide Cibola County Title Company with a Certificate of Good Corporate Standing in the State of Oklahoma, for International Investors, Inc.

Cibola County Title Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

SCHEDULE B-SECTION II

EXCEPTIONS

COMMITMENT NO. 023580

File No: 02-3580

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company.

GENERAL EXCEPTIONS:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by accurate survey and inspections of the premises.
4. Any lien, claim or title to a lien, for services, labor or material hereto or hereafter furnished, imposed by law and not shown by the public records.
5. Community property, survivorship, or homestead rights, if any, of any spouse, of the insured (or vestee in a leasehold or loan policy).
6. (Reserved)
7. Water rights, claims or title to water.
8. (Reserved)
9. Taxes for the year 2014, and thereafter.
10. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effect date hereof but prior to the date the proposed insured acquires for value of record the estate or interests or mortgage thereon covered by this commitment.
11. Title to all oil, gas, coal and other minerals within and underlying the premises, together with the drilling rights, privileges and easements appurtenant thereto, and production therefrom.
12. In no event is the policy to cover any mobile homes located on the premises. (If mobile home coverage is desired please inform this office.)
13. Reservations as contained in the Patent from the United States of America, recorded in Book A-9, Page 277, records of Valencia County, New Mexico.

14. Grant of Easement for Right-of-Way from Ramah Land & Cattle Co., Inc. to Joseph Dean and Billie Bond, recorded in Book 5. Page 1220, records of Cibola County, New Mexico.
15. Electric Line Right-of-Way Easement from Elk Haven Ranch, Mark D. Brinton Family Trust to Continental Divide Electric Cooperative, Inc. . recorded in Book 18, Pages 9853-9858, records of Cibola County, New Mexico.
16. Easements as shown on Plat filed April 20, 2001 in Cab. C-147, records of Cibola County, New Mexico.
17. Findings of Fact in The Court's Findings of Fact, Conclusions of Law and Judgment and Order, by and between James McLendon, as Plaintiff, -vs- Ronald Clawson, as Defendant and Ronald Clawson and Ramah Land and Cattle Company, Inc. as Counterclaimants, -vs- James McLendon, Kit K. South and unknown persons 1 through 100, as Counterdefendants, recorded in Book 9, Pages 6537-6550, records of Cibola County, New Mexico.

"Standard Exceptions 1, 2, 3, 4, 6 and /or 8 may be deleted from any policy, and Standard Exception 7 may be modified on any policy, upon compliance with all provisions of the applicable rules, upon payment of all additional premiums required by the applicable rules, upon receipt of the required documents and upon compliance with the Company's underwriting standards for each such deletion. Standard Exception 5 may be deleted from the policy if the named insured in the case of an Owner's Policy, or the vestee, in the case of a Leasehold or Loan Policy is a corporation, a partnership, or other artificial entity, or a person holding title as trustee."

The policy to be issued pursuant to this Commitment may be endorsed or modified in Schedule B by the Company to waive its rights to demand arbitration pursuant to the conditions and stipulations of the policy at no cost or charge to the insured. The endorsement or the language added to Schedule B of the policy shall read "In compliance with Subsection D of 13.14.18.10 NMAC, the Company hereby waives its right to demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Nothing herein prohibits the arbitration of all arbitrable matters when agreed to by both the Company and the Insured."

Schedule B of this policy consists of page(s).

The Northwest quarter (NW 1/4), the Southwest quarter (SW 1/4), the West half of the Northeast quarter (W 1/2 of the NE 1/4) and the West half of the Southeast quarter (W 1/2 of the SE 1/4) all in Section Two (2) T11N, R15W, NMPM, Cibola County, New Mexico.

AND

All of Sections 9, 10, 11, 13, 14, Township 11 North, Range 15 West, NMPM, Cibola County, New Mexico.

AND

Lots numbered One (1) through Six (6) and Eight through Seventy-six (76) and Tracts "A", and "B", and "C" of Elk Haven Preserve Subdivision, a subdivision located in Cibola County, New Mexico, as the same are shown and designated on the Plat thereof filed in the Office of the County Clerk of Cibola County, New Mexico on April 20, 2001, in Cabinet C-147, Book 9, Page 9400, Document #20014688.

AND

Lot numbered Seven (7), of Elk Haven Preserve Subdivision, a subdivision located in Cibola County, New Mexico, as the same are shown and designated on the Plat thereof filed in the Office of the County Clerk of Cibola County, New Mexico on April 20, 2001, in Cabinet C-147, Book 9, Page 9400, Document #20014688.

TOGETHER WITH THE WATER RIGHTS AND OTHER PERSONAL PROPERTY DESCRIBED
ON THE SUCCEEDING PAGES

CONTINUATION OF EXHIBIT A

The following described water rights:

Ground Water Rights, OSE File No. G-1361, located on Elk Haven Subdivision, Lot 7, Cibola County, New Mexico

Ground Water Rights, OSE File No. G-860, located on Elk Haven Subdivision, Lot 3, Cibola County, New Mexico

Surface Pond Rights, OSE File No. ZRB-4-0296, Hydrographic Map 3C-4-SP017, Cibola County, New Mexico, 1.421 a.f., more or less

Surface Pond Rights, OSE File No. ZRB-4-0296, Hydrographic Map 3C-4-SP018, Cibola County, New Mexico, 0.077 a.f., more or less

Surface Pond Rights, OSE File No. ZRB-4-0296, Hydrographic Map 3C-4-SP019, Cibola County, New Mexico, 0.050 a.f., more or less

Surface Pond Rights, OSE File No. ZRB-4-0296, Hydrographic Map 3C-4-SP020, Cibola County, New Mexico, 0.405 a.f., more or less

Surface Pond Rights, OSE File No. ZRB-4-0296, Hydrographic Map 3C-4-SP021, Cibola County, New Mexico, 1.155 a.f., more or less

Surface Pond Rights, OSE File No. ZRB-4-0296, Hydrographic Map 3C-4-SP022, Cibola County, New Mexico, 1.286 a.f., more or less

Stockwater Rights per Declaration of Ownership of Livestock Water Dam or Tank, OSE File No. LWD-035-PES, Cibola County, New Mexico

Stockwater Rights per Declaration of Ownership of Livestock Water Dam or Tank, OSE File No. LWD-036-PES, Cibola County, New Mexico

Stockwater Rights per Declaration of Ownership of Livestock Water Dam or Tank, OSE File No. LWD-037-PES, Cibola County, New Mexico

Stockwater Rights per Declaration of Ownership of Livestock Water Dam or Tank, OSE File No. LWD-038-PES, Cibola County, New Mexico

Stockwater Rights per Declaration of Ownership of Livestock Water Dam or Tank, OSE File No. LWD-039-PES, Cibola County, New Mexico

Stockwater Rights per Declaration of Ownership of Livestock Water Dam or Tank, OSE File No. LWD-040-PES, Cibola County, New Mexico

AND

CONTINUATION OF EXHIBIT A

The following described mobile home, located on the property located in Cibola County, New Mexico, and more particularly described on Exhibit A hereto:

Make _____
Model _____
Year _____
VIN _____

AND

One used Ford Bronco (model year unknown) located on the property located in Cibola County, New Mexico, and more particularly described on this Exhibit A

AND

One used Huber grader (blade) (model year unknown) located on the property located in Cibola County, New Mexico, and more particularly described on this Exhibit A

AND

All furnishings, fixtures, and equipment of whatever kind or nature located on the property located in Cibola County, New Mexico, and more particularly described on this Exhibit A



**CIBOLA COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION № 2016-22**

**A RESOLUTION ESTABLISHING CIBOLA COUNTY CANVASSING BOARD PROCEDURE FOR CONDUCTING
CANVASS OF PROVISIONAL, ABSENTEE, IN-LIEU OF ABSENTEE AND ABSENTEE PROVISIONAL BALLOTS, AND
ALL OTHER PAPER BALLOTS**

WHEREAS, the Board of County Commissioners of Cibola County is the ex officio canvassing board for the County of Cibola, NMSA 1978, Section 1-13-1, and is thus charged with carefully examining the returns of each precinct to ascertain if they contain the properly executed certificates required by the Election Code and to ascertain whether any discrepancy omission or error appears on the face of the election returns, pursuant to NMSA 1978, Section 1-13-4;

WHEREAS, further, the County Canvassing Board shall prepare a tally displaying the number of provisional paper ballots received, the number found valid and counted, the number rejected and not counted and the reason for not counting the ballots as part of the canvassing process and forward it to the Secretary of State immediately upon certification of the election, otherwise, the County Clerk shall determine if the ballots will be counted prior to certification of the election, NMSA 1978, Section 1-12-25.4;

WHEREAS, NMSA 1978, Section 1-6-15 provides the canvassing of absentee ballots shall be done in the manner provided for the canvassing of paper ballots; the term "Ballot" includes absentee, provisional, and all other paper ballots, NMAC 1.10.22.7(G);

WHEREAS, the County Clerk has the authority to determine the qualification of a provisional paper ballot, an absentee provisional ballot, or an in-lieu of absentee ballot pursuant to NMAC 1.10.22.9, and to report the total number of unsigned absentee ballots to the Canvassing Board pursuant to NMAC 1.10.12.15(H);

WHEREAS, in the interest of maintaining transparency, the Canvassing Board has, in the past, followed a more rigorous and intensive canvass of ballots in question, however, the process was time-consuming and risked the delay of the certification and announcement of election results by the County Canvassing Board;

WHEREAS, a County Canvass Observer may be appointed pursuant to NMSA 1978, Section 1-2-31 who may be present during the provisional paper ballot qualification and canvass, NMAC 1.10.22.9(G);

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Cibola County Commission, pursuant to its authority as the Cibola County Canvassing Board, the County Clerk shall be directed to prepare a tally of qualified provisional paper ballots, in-lieu of absentee ballots and absentee provisional ballots and include them in the canvass presented to the County Canvassing Board to be tallied and included in the canvass of Cibola County for the appropriate precinct, to report

the total number of unsigned absentee ballots, and to prepare a report, on behalf of the County Canvassing Board, on the disposition of all provisional paper ballots cast within the County pursuant to NMAC 1.10.22.9(L);

NOW, THEREFORE, BE IT FURTHER RESOLVED that the County Canvassing Board shall ensure that absentee ballots received by mail or hand delivered during the twenty-eight (28) day absentee voting period and absentee ballots cast in-person on a voting machine in the office of the County Clerk or alternate location shall be counted by precinct, pursuant to NMAC 1.10.12.16;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the County Clerk notify the County Canvassing Board of the completion and results of the appeals process set out by NMAC 1.10.22.9(Q)(10).

APPROVED, ADOPTED, AND PASSED on this 27th day of April, 2016.

Robert Armijo, 1st Vice Chair
Commissioner, District I

T. Walter Jaramillo, Chairman
Commissioner, District II

Jack Moleres, 2nd Vice Chair
Commissioner, District III

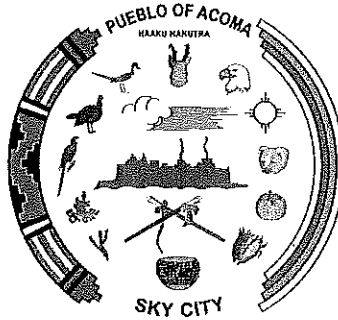
Patrick Simpson
Commissioner, District IV

Lloyd F. Felipe
Commissioner, District V

Attest:

Elisa Bro
Cibola County Clerk

Kurt Riley, Governor
Raymond J. Concho, Jr., 1st Lt. Governor
Robert T. Garcia, 2nd Lt. Governor
Jonathan Sims, Tribal Secretary
Christopher J. Garcia, Tribal Interpreter



PUEBLO OF ACOMA
OFFICE OF THE GOVERNOR

25 Pinsbaari Drive
P. O. Box 309
Acoma, NM 87034
Telephone: (505)552-6604
Fax: (505)552-7204

March 9, 2016

Lloyd Felipe, County Commissioner
Tony Boyd, County Manager
Cibola County
Grants, New Mexico 87020

Dear Commissioner Felipe and Mr. Boyd:

The Pueblo of Acoma is requesting for your support and assistance to fund the repairs of a major Grants Cibola County School (GCCS) bus route. This major route is located on SP 30, Pueblo Road, see attached map. The projected cost is \$22,526. Also attached is the scope of work and itemized cost.

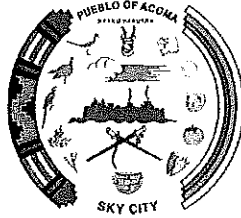
Please contact Arvind Patel, Director, Public Works Utility Authority, at (505) 552-5131 if more information is needed and to coordinate this road repair work. Thank you!

Sincerely,

PUEBLO OF ACOMA

Kurt Riley
Governor

cc: Arvind Patel, Director, Public Works Utility Authority
Dave Deutsawe, Interim Director, Planning and Engineering Office
ATO File




P.O. Box 409
ACOMA, NEW MEXICO 87034

PUEBLO OF ACOMA
PUBLIC WORKS DEPARTMENT

TELEPHONE: (505)552-5180

MEMORANDUM

To: Dave Deutsawe, Acting Director
Planning & Engineering Department

From: 
Arvind Patel, Interim Director
Public Works Department

Date: February 25, 2016

Re: **SP 30 (Pueblo Road) Repairs near SP 304 Beverly Hills Blvd T-Intersection**

Below is a scope of work and projected cost estimate for the repair of SP 30 (Pueblo Road) at the Beverly Hills Boulevard T-Intersection.

Scope of Work:

This scope of work shall include but is not limited to the furnishing of all labor, materials and equipment as required performing the following functions, in accordance with the BIA IAM 82, and the quantities listed on Attachment A:

- Roadway settlement and failures on Pueblo Road SP 30 at the intersection of Pueblo Road and Beverly Hills Blvd – a pavement patch will be performed to repair two areas that have failed and settled in the roadway. Cut and remove asphalt in designated location, remove base course and subgrade to a depth of no less than 12" (subgrade), replace subgrade and base course to match existing thicknesses in this area with the required compaction. Asphalt (SP-4) will be placed at a depth of no less than the existing depth.
- A traffic control plan must be submitted for review and approval before work proceeds.
- Monitor and ensure compliance with OSHA and industry safety standards.
- Ensure quality control of construction methods and installed materials to adhere to BIA IAM 82.

If you should have any questions or require additional information, please contact me.

Thank you.

Attachment A
SP 30 (Pueblo Road) Repairs near Beverly Hills Blvd T-Intersection

Item No	Description	Unit	Cost	Qty	Amount
1	Mobilization	LS	\$ 4,500.00	1	\$ 4,500.00
2	Traffic Control Mgmt	LS	\$ 2,500.00	1	\$ 2,500.00
3	Subexcavation	CY	\$ 60.00	60	\$ 3,611.07
4	Borrow Fill Haul Compact	CY	\$ 60.00	60	\$ 3,611.07
5	Subgrade prep 12"	CY	\$ 12.00	60	\$ 720.00
6	Basecourse(6")	CY	\$ 34.00	30	\$ 1,023.15
7	hot mix asphalt cement (3") Super Pave 4 assuming 150lb/cf	TN	\$ 220.00	13	\$ 2,860.00
8	QC, inspection, testing	LS	\$ 1,300.00	1	\$ 1,300.00
10	striping	LF	\$ 8.00	300	\$ 2,400.00

Total

\$ 22,525.29



United States
Department of
Agriculture

Animal and
Plant Health
Inspection
Service

Wildlife Services

Albuquerque
District Office

8441 Washington
NE
Albuquerque, NM
87113

(505) 346-2640

March 14, 2016

Board of County Commissioners
Cibola County Courthouse
515 W, High Street
Grants, New Mexico 87020

Dear Mr. Jaramillo:

Please consider this request for **\$22,000** to continue the USDA/Wildlife Services cooperative program in your county for FY17. Wildlife Services has not had an increase in cooperative fees in 2 years. This \$500 increase represents 2.3% (1.15% per year). These funds represent approximately 31% of the amount needed to fully fund the position. These local funds are matched by federal money to pay salaries and benefits, purchase equipment and supplies, vehicles, fuel, and other expenses for your local Wildlife Specialist, Mr. Cliff Ruppert.

During CY15, WS helped protect over \$8.5 million worth of cattle and calves in Cibola County. In the absence of predator damage management, research has shown that predator losses for calves would be approximately 3%. Using this estimate we believe we prevented **\$59,400** in livestock predation in Cibola County last year. We also provide other services including Mexican Wolf investigations, rodent damage management, migratory bird damage management, as well as surveillance for wildlife diseases like tularemia, plague, and rabies in Cibola County.

USDA Wildlife Services works to help protect the economic stability and integrity of local rural economies through our predator damage management and other activities. Thank you for considering this request for **\$22,000** for FY17 to help fund our cooperative program.

Please feel free to call me at 505-346-2640 if you have any questions or would like us to attend an upcoming commission meeting or budget workshop to answer any questions you may have.

Sincerely,

Jon Grant
District Supervisor

cc: Mr. Tony Boyd, County Manager
Mr. Cliff Rupert, Wildlife Specialist



Safeguarding American Agriculture

APHIS is an agency of USDA's Marketing and Regulatory Programs
An Equal Opportunity Provider and Employer

Federal Relay Service
(Voice/TTY/ASCII/Spanish)
1-800-877-8339

PROFESSIONAL SERVICES CONTRACT

CIBOLA COUNTY

THIS AGREEMENT is made and entered into by and between the County of Cibola, hereinafter referred to as the "County" and USDA/Wildlife Services, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. **Compensation.**

A. The County shall pay to the Contractor in full payment for services satisfactorily performed (\$22,0000.00) annually, to be invoiced in equal monthly amounts after performance of the services. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$0.00 shall be paid by the County to the Contractor in equal monthly amounts. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$21500.00. In no event will the Contractor be paid any amount in excess of the specified total amount payable without this Agreement being amended in writing.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement of all services performed, and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement is for one (1) year from the date of approval by the Cibola County Board of County Commissioners. This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County of Cibola. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Cibola as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Cibola unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Cibola from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Cibola County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to worker's compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

19. Records and Financial Audit.

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

20. Disclaimer and Hold Harmless.

Cibola County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold Cibola County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Cibola County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County of Cibola from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Cibola and the New Mexico Association of Counties by certified mail.

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Authority.

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

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement.

Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Cibola County Manager, pursuant to the Manager's delegated authority. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Incorporation and Order of Precedence.

Request for Proposals No. and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the County of Cibola against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Cibola based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Cibola for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Cibola shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing;
or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

36. Notices.

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

To the County: Tony Boyd, County Manager // 515 West High Street // Grants, NM 87020

To the Contractor: USDA Wildland Services //8441 Washington NE //Albuquerque, NM.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

By: _____ Date: _____
Contractor

Printed Name: Jon Grant, District Supervisor/

Address: 8441 Washington NE, Albuquerque, NM 87113

By: _____ Date: _____
Cibola County Manager

Printed Name: Tony Boyd

Address: 515 West High Street
Grants, NM 87020

By: _____ Date: _____
Cibola County Purchasing Agent

Printed Name: Frances Medina

Address: 515 West High Street
Grants, NM 87020

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this _____ day of _____,
2015.

Robert Armijo
Commissioner, District I

T. Walter Jaramillo
Commissioner, District II

Jack Moleres
Commissioner, District III

Pat Simpson
Commissioner, District IV

Lloyd Felipe
Commissioner, District V

Attest:

Lisa Bro
Cibola County Clerk

Attachment 1

Scope of Work

Required activities include, but are not necessarily limited to, the following:

- A. USDS/Wildlife Services Cooperative program for Cibola County. Funds are matched by federal money to pay salaries and benefits, purchase equipment and supplies, vehicles, fuel and other expenses for local Wildlife Specialist, Mr. Cliff Ruppert.

Cibola County Commission

T. Walter Jaramillo, Chairman
Patrick Simpson, 1st Vice-Chair
Lloyd F. Felipe, 2nd Vice-Chair
Robert Armijo, Commissioner
Jack Molerres, Commissioner

Cibola County

515 West High Street

Grants, New Mexico 87020

Phone (505) 287-9431 – Fax (505) 285-5434



Tony M. Boyd
County Manager

**AGREEMENT FOR THE SALE OF THE FENCE LAKE COMMUNITY CENTER
TO THE FENCE LAKE COMMUNITY ASSOCIATION**

THIS AGREEMENT is made by and between the **County of Cibola** ("County") and the **Fence Lake Community Association** ("Association").

RECITALS:

- A. The County of Cibola is a New Mexico County established by NMSA 1978, Section 4-3A-1.
- B. The Association is a non-profit Active Corporation #1330166, originally incorporated as "The Fence Lake Benevolent Association Perpetual" in October 1986.
- C. The County of Cibola owns the real property known as the "Fence Lake Community Center" ("Property"), consisting of the Community Center, a Log Cabin, a Basketball Court, and a Water Well Tank and Pump House, and further described as follows:

PARCEL 1, LOT 4, SECTION 18, TOWNSHIP 5, NORTH, RANGE 17
WEST, N.M.P.M. FENCE LAKE VILLAGE, CIBOLA COUNTY, NEW
MEXICO

The Parcel Identification Number is 2102028488023. The addresses are 2124 and 2138 NM Highway 36, Fence Lake, New Mexico. The property includes a 7,727-SF building and site improvements on a 1.888-acre site.

- D. The County owns the Property by virtue of a quitclaim deed dated April 19, 1988 conveying the property from the School District to Cibola County.
- E. The Association has maintained, renovated, repaired, and managed the Property since 1985, expending approximately \$31,874.08 in cash expenditures; \$35,220.00 in volunteer labor; and, \$21,235.00 in donation of services, material, and equipment.
- F. The Property was appraised for \$117,000.00 by Meg Randall, MAI, effective July 24, 2015. The value was difficult to calculate due to the absence of comparable properties, an almost non-existent market, and the Property's exclusive design as a community center.

- G. The Association's expenditure of about \$101,544.06 toward the property over the last thirty (30) years closely approximates its appraised value.
- H. The County has determined that it is in the best interest of its citizens to sell the Property, for value paid (\$101,544.06) to the Association pursuant NMSA 1978, Section 13-6-2(B)(3). The County would no longer be responsible for liability or maintenance costs to the Property, nor would it be responsible for providing a community center for the benefit of the residents of Fence Lake.
- I. Article 10 Section 14 of the New Mexico Constitution, referred to as the anti donation clause, which provides that state or municipality shall not make any donation to association or public corporation is inapplicable to donations by state or one of its governmental agencies to another such agency, See, City of Gallup v. New Mexico State Park and Recreation Commission, 86 N.M. 745, 527 P.2d 786 (1974).
- J. NMSA 1978 § 13-6-2.1 (A) provides in part that, "any sale, trade or lease for a period of more than five years of real property belonging to a state agency, local public body or school district or any sale, trade or lease of such real property for a consideration of more than twenty-five thousand dollars (\$25,000) shall not be valid unless it is approved prior to its effective date by the state board of finance."

THE COUNTY AND THE ASSOCIATION AGREE FOLLOWS:

1. **Sale of Property.** The County intends to sell the Property to the Association, for value paid as specified above, so that the Association may continue to operate the Property as a Community Center for the benefit of the residents of Fence Lake, relieving the County of the obligation to do so, as well as transferring the risk of liability and property damage to the Association.
2. **Incorporation of Recitals.** The above recitals are incorporated by reference, as if the same were fully set forth herein.
3. **Closing.**
 - a. Date and Time of Closing. The closing of the Real Property shall occur as soon as is reasonably possible after the execution of this Agreement. The exact time and place of closing shall be determined by the mutual agreement of the Association and County.
 - b. Prorations and Closing Costs. The Association shall pay all taxes and assessments for the property, if any, for 2016 and all prior years. Taxes and assessments for 2016 shall be prorated to the closing date. Any costs associated with the survey(s) and the issuance of the title insurance commitment(s) and the title insurance policy(ies) shall be paid by the Association if requested by the Association.
 - c. Possession. Possession of the Property is primarily with the Association, however, exclusive possession shall be delivered to the Association at closing in the form of a quitclaim deed. The quitclaim deed shall contain a reversionary

clause stating that if the Association fails to maintain the real property as a community center for the benefit of the people of Fence Lake, the real property shall automatically revert to the County of Cibola.

4. **Tests.** The Association has the right for sixty (60) days after the effective date of this Agreement, at its own expense, to undertake an environmental audit, a professional wetlands delineation, professional floodplain analysis, survey, grading and soil tests (collectively "Tests") on the Real Property it is to purchase. The County shall, upon the execution of this Agreement, promptly furnish to the Association, any and all documents or reports which each party has in its possession which cover all or any portion of the Real Property to be conveyed with regard to any previous Tests. The County shall allow the Association and its representatives and agents reasonable access onto the Real Property to conduct such Tests. The Association shall have sixty (60) days after the date of this Agreement to notify the County, in writing, that a licensed professional has reviewed the results of the Tests and has determined and concluded either that the Real Property to be received is not conducive or suitable for the Association's intended uses based upon the Tests. If the Real Property is found not to be suitable for the Association's intended use of the Real Property, the Association will furnish the County with a certified copy of the professional's determination and copies of any relevant tests and conclusion that the Real Property is unsuitable. In the event the Association notifies the County of the above within such sixty (60) day period, the Association shall have ten (10) days from the date of notice of the test results to declare this Agreement null and void and then the parties shall have no further obligations under this Agreement.
5. **Contingencies.** This agreement is made upon the express condition that the New Mexico Department of Finance administration and/ or the New Mexico Board of Finance as may be required approve the same.
6. **Execution of Agreement.** This agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.
7. **Specific Performance & Jurisdiction.** The County and Association hereby consent to exclusive jurisdiction of the Courts of the State of New Mexico for the resolution of any disputes arising under or resulting from this Agreement which cannot be resolved informally and each Party waives any objection to the personal jurisdiction of the Courts of the State of New Mexico. It is expressly agreed by the parties that the venue for litigation of any issue, claim, or all other judicial matters arising or resulting from this Agreement shall be in the Cibola County District Court. Any recovery pursuant to this Agreement by either party against the other shall be limited to "specific performance". Under no circumstances shall either party be liable for expenses, costs or attorney fees.
8. **Third Party Beneficiary** This Agreement does not create any rights as a third party beneficiary in any person or entity nor authorize any person or entity not a party to this Agreement to maintain a suit against either party.

9. **Binding Effect.** Upon the execution of this agreement, the agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.
10. **Waiver.** No consent or waiver, express or implied by any party to the breach or default by any other party in the performance of his or her obligations under this agreement shall be deemed or construed to be a consent or waiver to any other breach or default.
11. **Notice.** Any notice required or permitted to be given under this agreement shall be in writing and shall be hand delivered or mailed to the Association or Cibola County, as the case may be, postage pre-paid and by certified mail, return receipt requested, at their respective addresses show below (or at such other address as Association or Cibola County may specify to the other party in writing from time to time):

Cibola County: Cibola County Manager
515 West High
Grants, NM 87020

Fence Lake Community Association: Agent (as filed with Secretary of State)
P. O. Box 715
Fence Lake, NM 87315

12. **Risk of Loss.** In the event of damage or destruction of all or part of the property prior to the time of closing, then the County shall be obligated to repair the same before the closing date. In the event that any such damage is not repaired prior to the closing date, Association may either (i) terminate this agreement, whereupon neither party shall have any further claim against the other by reason of this agreement, or (ii) receive all insurance proceeds collected or collectible by County by reason of such damage or destruction and proceed with a closing pursuant to this agreement without abatement to the purchase price. The County agrees to maintain, until closing, fire and casualty insurance policies on the insurable improvements on the property, if any, in an amount of not less than the fair market value of those improvements.
13. **Severability.** In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.
14. **New Mexico Tort Claims Act and Privileges & Immunities:**
- a. This Agreement is not intended to and does not establish any waiver of immunity from liability for alleged tortuous conduct or any other matter of any officer, agent, or employee of the County apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. (1976) (hereinafter, as heretofore and hereafter (i) amended and (ii) construed and applied by the appellate courts of the State of New Mexico, the "Act"). All privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to "governmental entities" and to "public employees," each as defined in the Act, shall apply to the same extent while engaged in the performance of the County's functions and duties hereunder.

- b. By entering into this Agreement, each party agrees that it shall be responsible for liability arising from death or personal injury or damage to property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitation of the Act, in the case of the County. The County and its "public employees," as defined in the Act, do not waive (i) sovereign immunity or (ii) any defense or limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the Act.

15. **Headings.** The headings of the sections of this Agreement are inserted only for convenience or reference and are not intended or to be construed to modify, define, limit or expand the intent of the Parties.

16. **Further Assurances.** Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this agreement.

17. **Entire Agreement.** This instrument constitutes the entire agreement between the parties and there are no agreements, understandings, warranties or representations regarding this transaction between the parties except as set forth or provided for in this instrument. All prior agreements, understandings and writings are merged into this agreement except as may be provided herein. This agreement may not be amended except by a written instrument signed by the party to be charged or bound by the amendment.

FENCE LAKE COMMUNITY ASSOCIATION

KATHLEEN GIBSON, Agent

Date

The foregoing instrument was sworn and subscribed to before me by Kathleen Gibson this _____ day of _____ 2016 in Cibola County, New Mexico.

State of New Mexico)
) ss.
County of Cibola)

Notary Public

My Commission Expires: _____

COUNTY OF CIBOLA

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2016.

Robert Armijo, 1st Vice Chair
Commissioner, District I

T. Walter Jaramillo, Chairman
Commissioner, District II

Jack Moleres, 2nd Vice Chair
Commissioner, District III

Patrick Simpson
Commissioner, District IV

Lloyd F. Felipe
Commissioner, District V

Attest:

Elisa Bro
Cibola County Clerk

Cibola County Route 66 Historic By-Ways

- 1. The research included:**
 - The history of Route 66 and interesting side trips in Cibola County.
 - Internet searches, books, interviews, and historic data.
 - The geology, uranium and fluorspar mines and the reclamation of the Jack Pile Mine.
 - Read “Manuel Chavez the Little Lion of the Southwest” and taped the grave site in San Mateo
 - Interviewed the brother of Keith Gotlieb on the location of the Confederate Grave Site and the historic significance of Villa de Cubero where Ernest Hemingway probably wrote “The Old Man and the Sea”
 - Identified all of the National Parks and Monuments, Visitor and Information Centers, and Hiking Trails in Cibola County.
 - Bluewater Lake State Park
- 2. Manny Vasquez and Flamed traveled 283 miles over a period of 6 days.**
- 3. Prior to Videotaping, 7 Cities traveled the route and identified sites suitable for taping, ideal time of day for taping and the mileage. 7 Cities traveled more than 580 miles and taped 5 ½ hours of raw footage.**
- 4. The project includes, research, script, taping, editing, voice over, music beds and graphics.**
- 5. The video will be available for Cibola County’s new web site.**



CIBOLA COUNTY ADMINISTRATION AND JUDICIAL COMPLEX SUMMARY

Alternates -

Alternate 001 – Parking Lot Striping - \$11,345
Alternate 002 – Landscape Swale at Site Entrance - \$30,352
Alternate 003 – North East Parking Lot - \$53,959
Alternate 004 – Micro Surfacing at South Parking Lot - \$68,270
Alternate 005 – Building B - \$512,495
Alternate 006 – Site Fencing at Secure Parking - \$176,827
Alternate 007 – Landscaping - \$73,939
Alternate 008 – Warm Shell Space B160 - \$50,814
Alternate 009 – Acoustic Cloud/ Lighting Soffit System - \$81,012
Alternate 010 – Tiled Wainscot - \$33,843
Alternate 011 – Concrete Floor Finish - \$24,850
Total - \$1,117,706.00

Building B

3/23/2016

SoloWorks - Community Sponsored Job Creation Initiative

Request for Proposal

What is it?

SoloWorks is a program model for creating economic base jobs in a community or region by recruiting, starting and expanding jobs that can be done remotely; from home, a co-working space or a mobile platform. The program can generate new economic base jobs faster and at a lower cost than traditional economic development programs and is one of the few program options available to rural communities and regions that lack the assets to compete for traditional attraction and tourism strategies. The program effort has a very low cost of entry, will generate new jobs immediately and can be funded on a post-performance basis thereby avoiding costly up-front investment in marketing, sales and real estate capacity required by traditional efforts.

How does it work?

The community funds a customized program staffed and managed by the SoloWorks contract team to recruit local residents who are interested in full time solowork, train them, place them and support them through their career.

Our program goal is to create and support permanent full time economic base jobs to grow the economies of participating communities

We focus on economic base work that is performed at home, on a mobile platform or in a co-working space. It includes W-2 work for established employers, 1099 work, self-employed, consultants, contingent workers, etc.

SoloWorks Team

-
- **CELab:** Program architecture, Community Liaison, Metrics
- **DigitalWorks:** Job development, screening, training and placement
- **FatPipe ABQ:** Co-working system management and solopreneur development
- **Circles USA:** Pre-program preparation and support for the hard to employ

If you have questions about the program or any of the requirements please contact Mark Lautman at mark@marklautman.com or 505-818-8218

I. Contact info:

Please provide the name of the point person for this project, their phone, email and affiliated organization.

II. Jurisdiction

- What is the proposed jurisdiction of the SoloWorks program? (which municipalities and counties will be served and will commit to funding and support of a program?)
- What is the population of the jurisdiction?
- How many residents of the jurisdiction are workforce age? (18-65)

III. Team Members:

Please list each individual/organization that will provide critical support in setting up a SoloWorks program and what their role is.

IV. Players

- Please list all individuals and organizations that will then play a critical role in the execution of a SoloWorks program in your community and their proposed role.

V. Program Scope

- How many jobs are required in the listed jurisdiction to reach full employment?
- Of those jobs, how many will need to be economic base? (paid for by out of state revenue or funding)
- How many of the workforce age residents in the listed jurisdiction would you estimate are suited to independent work outside of a centralized workplace? (from home or a coworking space without onsite management)
- How many of those would be candidates for the following?
 - o W-2 remote work placement with out of state employers
 - o Freelance Solopreneurship
 - o A training program making the poor and hard to employ work ready
- Please indicate the interest over the next three years in your jurisdiction for each of the following:
 - o Jobs created through placement in W-2 remote work:
 - o Jobs created through a Solopreneur business recruitment and development program:
 - o Hard to employ individuals brought to work ready status:

VI. Facility

The ideal location for a SoloWorks program would possess the following:

- o 2000-3000 sq. ft. storefront with high visibility
- o High Speed internet 10mbps down, 1.5 up
- o 2 private offices
- o 20-25 workstations
 - Sound controlled spaces furnished with phone line, computer, desk
- o 2 training rooms

- Classroom setting with chairs and tables/desks
 - Accommodates minimum of 10 people per room
- On site IT support
- Please list all potential locations with a description of how each meets the above listed characteristics and how much each would cost per month

VII. Personnel:

The program requires a minimum of two employees to operate. Early phases need one full time proctor and one part time manager/case worker that would become full time when the program reaches phase 2.

- Proctor: The proctor would conduct on site job training for the Digital Works program and would oversee the screening, training, and placement of each Digital Works candidate in the program.
- Manager/case worker: This position would oversee general office operations and business while also following up with Digital Works participants who have been placed to provide mentorship assistance and would organize volunteer training programs and manage a network of mentors that could be called upon to provide support. This position would not necessarily be critical until the FatPipe ABQ solopreneurship program is fully integrated.

SoloWorks partners will take responsibility for training each position.

Please indicate any candidates identified so far for either position, a brief summary of their professional background and their contact info.

VIII. Marketing

The program will require an intake function to bring program candidates to a monthly orientation. Prior programs show that 25% of all orientation attendees are enrolled. To reach monthly job creation goals, someone must take responsibility for consistently bringing candidates to the orientation.

Please indicate which individuals/organizations will be responsible for marketing the program and what their intake strategy would be.

IX. Funding

The program has a cost of \$2,500-3,500 per job created post-performance. Indicate how you would propose to fund such a program by answering the following.

- Who would provide the funding?
- How much funding over what period of time is required to meet job creation ambitions?
- Is there financial buy-in from multiple sources both public and private?

SoloWorks FAQs

What does the program do?

SoloWorks is a program model for creating economic base jobs in a community or region by recruiting, starting and expanding jobs that can be done remotely; from home, a co-working space or a mobile platform. The program can generate new economic base jobs faster and at a lower cost than traditional economic development programs and is one of the few program options available to rural communities and regions that lack the assets to compete for traditional attraction and tourism strategies. The program effort has a very low cost of entry, will generate new jobs immediately and can be funded on a post-performance basis thereby avoiding costly up-front investment in marketing, sales and real estate capacity required by traditional efforts.

How much does it cost?

The program has a cost per job of between \$2,500-3,500 to be paid post performance on a monthly basis. Variation in cost depends on cost of facilities, personnel hours required, and number of jobs created per month. Cost per job goes down with higher job output levels. Output level is dependent on intake which is entirely the responsibility of the community. In short, the more people the community turns out for the program, the less each new job will cost.

How is it funded?

The program relies on local organizations, both public and private, for funding. Options can include but are not limited to non-profit scholarships, economic development grants, job training funding, local business investment in workforce development.

What is Solowork?

Solowork is defined in this program as any work that does not require a centralized location or onsite management to be completed. We include freelance work, cyber or telecommuting W-2 work, home based work, consulting, etc.

What is economic base and why do you focus on it?

Economic base jobs are jobs that are paid for by funds that originated outside of the state in which the worker resides. We focus on economic base so that we can grow the economy faster than the population by increasing the amount of money shared between the same number of residents. Otherwise, we would only increase the number of people in competition for the same funds.

What are the best methods for bringing in new candidates consistently?

Candidates for the program are not reached as effectively through advertisement as they are through community organizations such as Jobs and family services, veteran services, private partners, social institutions, etc. It is vital that the program have buy in from a critical mass of local partners for sustainable levels of job creation.

How does the assessment and screening process work?

The screening starts with an orientation meeting in which anyone interested can come and be informed on the program details and requirements. Only 25% of orientation attendees on average decide to proceed with enrollment. The next stage is the assessment in which candidates go through a one on one interview and take a basic computer skills test. Finally, candidates undergo an assessment of eligibility for funding options and apply for the best funding matches. Once each step is completed, the candidates are cleared to start training.

How long does it take to place candidates?

The program takes 144 hours on average to place a candidate. This time is divided between 10 hours of screening, 84 hours of training, and 50 hours of placement and mentoring.

What kinds of work are offered?

The only limitation for the types of work offered is that they must be done remotely. Entry level work is primarily customer service or data entry related. Mid-range jobs include more technical support, writing and other specialized services. Advanced placements range from web design, insurance, healthcare, and other career paths that require high levels of experience and qualification.

Where do the jobs come from?

SoloWorks partner Digital Works has allied with 60 companies across the country that account for all job openings in which candidates are placed. Additionally, mentorship and business development services are offered to startup and grow business for self-employed solopreneurs.

What is in the training curriculum?

The curriculum starts with a basic computer skills training to familiarize with email, internet, and essential computer controls. The next and longest portion is the customer service training which goes for up to 60 hours. This is followed by a business skills segment that covers fundamentals of entrepreneurship, networking, money management, and taxes. Next is a typing course and finally, students undergo a career readiness training to develop resume, application, and interviewing skills.

Does coursework change between candidates depending on skills or career path?

The 84 hours of training is ubiquitous to all candidates. Once this training is complete and the candidate is placed, the employer takes on training for on the job duties.

STATE OF NEW MEXICO

COUNTY OF CIBOLA

RESOLUTION NO. 16-23

**AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION
FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO
FINANCE AUTHORITY**

WHEREAS, Cibola County (the "Governmental Unit") is a duly organized county created and formed in 1899 pursuant to NMSA 1978 §4-17-1 and 2; and is a qualified entity under the New Mexico Finance Authority Act, NMSA 1978 § 6-21-1 et. seq. ("Act"); and

WHEREAS, the New Mexico Finance Authority ("Finance Authority") is authorized pursuant to the Act, particularly Section 6-21-6.4 of the Act, to make grants from the local government planning fund (the "Fund") to qualified entities to evaluate and estimate the costs of implementing feasible alternatives for meeting water and wastewater public project needs or to develop water conservation plans, long-term master plans or economic development plans; and

WHEREAS, pursuant to the Act the Finance Authority has developed an application procedure whereby the Governing Body may submit an application ("Application") to the Finance Authority for planning grant financial assistance from the Fund; and

WHEREAS, the Board of Commissioners of Cibola County (the "Governing Body") desires to submit an Application for financial assistance from the Fund for a Planning Document, as defined in the Rules Governing the Local Government Planning Fund currently in effect and as specifically identified below, for the benefit of the Governmental Unit; and

WHEREAS, the Governing Body intends to submit the Planning Document to *complete an economic development feasibility study and master plan for the Grants Solo-Work Economic Base Jobs Program a project located in Cibola County, New Mexico* ("Project") for the benefit of the Governmental Unit and its citizens; and

WHEREAS, the application prescribed by the Finance Authority to finance the Planning Document [in whole/in part] with financial assistance from the Fund has been completed, submitted to, and reviewed by the Governing Body, and this Resolution approving submission of the completed Application to the Finance Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY:

Section 1. That all lawful actions previously taken by the Governing Body of Cibola County and their respective officers and employees in connection with the Application and the Project are hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body is hereby approved and confirmed.

Section 3. That the officers and employees of Cibola County are hereby directed and requested to submit the completed Application to the Finance Authority, and are further authorized to take such other action as may be requested by the Finance Authority in connection with the Application and to proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this Resolution are hereby rescinded, annulled and repealed.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSES APPROVED AND ADOPTED this 27th day of April, 2016.

Cibola County Board of County Commissioners

_____, Chairperson

ATTEST: _____

Lisa Bro, County Clerk

No Documentation for Item:

- I. Global Corrections Contract
- J. Consideration of Issuance of Solicitation for Provision of Recreation Center Management
- K. Knights of Columbus Building