



## BOARD OF COMMISSIONERS

T. Walter Jaramillo  
Chairman

Robert Armijo  
1<sup>st</sup> Vice Chairman

Jack Moleres  
2<sup>nd</sup> Vice Chairman

Patrick Simpson  
Commissioner

Lloyd F. Felipe  
Commissioner

**Regular Meeting**  
**Wednesday, October 26, 2016**  
**5:00 p.m.**  
**Cibola County Convention Room**

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

- a. September 28, 2016 Regular Meeting

7. **Presentations**

- a. Employee of the Month

8. **Reports**

- a. Monthly Sheriff's Department Activity Report
- b. Monthly Detention Report
  - a) PREA
- c. Monthly Road Department Report
- d. County Complex Remodel Expense Report

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. **Unfinished Business – Action May Be Taken**

- a. Consideration of Resolution 16-48, Relating to the Use of Public Buildings or Properties, such as Community Centers, Meeting Rooms or Parks, by Individuals, Groups and Other Non-County Entities

#### **11. Action Items – Action May Be Taken**

- a. Consideration of Request for Information – Tablets for Inmates
- b. Consideration of Resolution 16-49, Sponsorship for a Recreational Trails Program Application and Maintenance Commitment
- c. Consideration of Resolution 16-50, Fiscal Year 2017 Budget Adjustment No. 1
- d. Consideration of Resolution 16-51, Amended 2016 Open Meetings Resolution
- e. Consideration of Resolution 16-52, A Resolution Relating to Adoption and Establishment of Rules for the Accrual of Deduction of Time for Good Behavior and Industry
- f. Consideration of Street Lights near Cow Palace and one near Elkins Road
- g. Consideration of Subordination Contract
- h. Appointment of One Member to the NWNMRSWA
- i. DWI/Compliance Distribution Fund Cuts
- j. Land Use Ordinance
- k. Homeless Building
- l. Consideration of Renewal of Contract:
  - a) German and Associates

#### **12. Manager's Report**

#### **13. Comments**

- a. Staff
- b. Commissioners

#### **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 – DWI/Compliance
  - b) Litigation – Rheganne Vaughn
  - c) Real Estate Property - Detention Center
  - d) Real Estate Property – Future Foundations
  - e) Real Estate Property – Cibola General Hospital
  - f) Contract – IGSA with ICE
- 
- 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

#### **15. Action Items**

- a. Consideration of Contract – IGSA with ICE

#### **16. Announcements**

The next Regular Commission Meeting will be held on Wednesday, November 30, 2016 at 5:00 p.m. immediately following the Board of Finance Meeting in the County Convention Room.

#### **17. Adjournment**

***Cibola County Commission***  
**Regular Meeting**  
**Wednesday September 28, 2016.**

The Cibola County Commission held a Regular Meeting on Wednesday September 28, 2016 at 5:30 pm in the Cibola County Commission Center.

**Elected Officials Present Staff**

T. Walter Jaramillo, Chairman  
Robert Armijo, 1<sup>st</sup> Vice Chairman  
Jack Moloress, 2<sup>nd</sup> Vice Chairman  
Patrick Simpson, Commissioner  
Lloyd Felipe, Commissioner

Tony Boyd, County Manager  
Joseph Sanders, Financial Analyst  
Frances Medina, Procurement Agent  
Julie Quintana, Administrative Assistant  
Elisa Bro, County Clerk  
Doreen Esparza, Recording & Filing Clerk

**1. Call to Order:**

Chairman T. Walter Jaramillo called the meeting to Order at 5:46 p.m.

**2. Roll Call:**

Chairman T. Walter Jaramillo does roll call 5-5 Commissioners in attendance.

**3. Pledge of Allegiance:**

Recited by all.

**4. Prayer:**

Donald Jaramillo led us in prayer.

**5. Approval of Agenda:**

Motion to approve the agenda made by 1<sup>st</sup> Vice Chairman Armijo, seconded by Commissioner Simpson 5-5 affirmative.

## **6. Approval of Minutes:**

### **a. August 18, 2016 Workshop**

Motion to approve August 18, 2016 Workshop made by 1<sup>st</sup> Vice Chairman Armijo, second by Commissioner Simpson 5-5 affirmative.

### **b. August 24, 2016 Regular Commission Meeting**

Motion to approve Regular Commission Meeting made by 1<sup>st</sup> Vice Chairman Armijo, seconded by Commissioner Simpson, Commissioner Felipe abstained.

### **c. September 16, 2016 Special Meeting**

Motion to approve September 16, 2016 Special Meeting made by 2nd Vice Chairman Moleres, seconded by Commissioner Simpson, Commissioner Felipe abstained and 1<sup>st</sup> Vice Chairman Armijo abstained.

## **7. Presentations:**

### **a. Employee of the Month**

Joe Guzman was named Employee of the Month for the month of September 2016.

## **8. Reports:**

### **a. Monthly Sheriff's Department Activity Report.**

Sheriff Tony Mace gave a report that they have completed the swat schooling and that they are doing a drug interdiction in October on the interstate . Sheriff Mace also mentioned that they are short 3 positions on deputies.

### **b. Monthly Detention Report.**

Adrienne Jaramillo from the Detention Center gave a report that for the month of August 2016 they had 275 bookings and 288 releases. And daily average inmate Count for August was 186 males and 44 females.

#### **a) PREA**

Adrienne Jaramillo from the Detention Center said there were no PREA reports.

c. Monthly Road Department Report.

Gary Porter gave a report that for the month of August they have bladed 43 miles in different areas that are mostly called on. And the Special projects they have been cleaning up frontage roads and fixing cattle guards and mowing in Mount Taylor Addition and working on county road 41. And they have a few more signs that they need to put up for co-op this year. Chairman Jaramillo told Gary that the Residents on Ralph Card road said they are happy with the speed bumps that were put on the their street and that they have noticed the difference.

d. County Complex remodel Expense Report.

Manager Tony Boyd said for the month they began with a balance of 1,576,362.26 and total activity of 1,899,971.74 and the ending balance of 3,476,334.00 the beginning encumbered balance was 6,875,760.24 total encumbered activity paying out was - 908,948.31 and ending encumbered balance 4,966,811.93 he said it looks like the County will be able to move into the new building by the end of the year and that things are looking good and would like to take the Commissioners for a tour. And Chairman Jaramillo said he would also like to take the media for a tour too.

**9. Public Comments:**

Ashley Gallegos Director of the Grants Main Street project introduced the Board as Vice President Josephine Hurtado, Treasurer is Joann Martinez, Eileen Yarbrough is Economic Chair and Deniece Cornett is on the Board as well as Nancy Jewell. She said they a planning a Signature Event and are still planning on a date. Josephine Hurtado said they have a Signature Event for next summer they are looking at a G O Cash Event to bring in tourist for a 3 day event. They will call it Cibola Seven Cities of Gold G O Cash In Adventure and they will have seven trails and have prizes and believes it will be good for Cibola County.

Ronny Pynes had asked Manager Tony Boyd and Joseph Sanders about the outstanding debt on the Detention Center. And said he would come and talk to them but apologized to them for not getting back with them he had been doing a lot of traveling and asked if they had a chance to look at that amount. Manager Tony Boyd said no that they figured he would stop by and talk to them. Mr. Pynes then asked Joseph Sanders about the Smiths income report and if he can include the cost that has been involved with Smiths now being the property of the Counties and wants to know the percentage of what Smith's space is overall at the La Mesa Mall.



Jeff Laurant brought up a topic that was mentioned at the last meeting that really concerns him at this time. He feels that they are encouraging the Detention Center of letting the criminals that are vandalizing and stealing being let back on the streets and what it is costing the Citizens? Manager Tony Boyd clarified that it's really up to the Judges and that it's the less nonviolent offenders or first time offenders that are being let out. Chairman Jaramillo said sometimes they just owe a traffic ticket and maybe owe just \$50.00 and keeping them incarcerated would cost more than them paying their fine.

Deniece Cornett stated that the Main Street and the City of Grants are working together on the Metropolitan Redevelopment Area Plan (MRA) which is a \$50,000.00 grant that allows them to focus on the designated Main Street to bring in new businesses and bring in revitalized ideas to the community. And another project is the Legacy Trail. They have had input on putting a coffee shop or sandwich shop on the Main Street area. And they will be having a meeting on October 19, 2016 from 2-5 p.m. at the City Council Chambers and the public is invited to attend with their input and ideas.

Eileen Yarbrough from Economic Development said they are launching the Solo works program next month and will be hiring for a Director and on Friday they will be announcing 3 orientation sessions one on Thursday October 6<sup>th</sup> at 6:00 p.m. another on Saturday October 8<sup>th</sup> at 10:00 a.m. and another on Tuesday October 11<sup>th</sup> at 8:30 a.m. at the Small Building Development Center (SBDC) building. They will explain to them the Program and what is expected from them. Then from each orientation session they will get together for a class to launch the program and the anticipated date will be October 17<sup>th</sup> for the First class to start at the Joe Fidel Activity Center at NMSU Grants on the top Floor. And the training sections will last 5 weeks.

#### **10. Unfinished Business - Action May Be Taken:**

##### **a. Consideration of Resolution 16-46, Finance Policy**

Motion to approve Resolution 16-46, Finance Policy made by Commissioner Felipe, second by Commissioner Simpson with word change in section 1 page 9 letter B (Financing Current Costs) word change from shall to should 5-5 affirmative.

##### **b. Personnel Policy Update (For Discussion Only)**

## **11. Action Items – Action May Be Take:**

- a. Consideration of Resolution 16-48, Relating to the Use of Public Buildings or Properties, such as Community Centers, Meeting Rooms or Parks, by Individuals, Groups and Other Non-County Entities.

Motion to table Resolution 16-48 made by 1<sup>st</sup> Vice Chairman Armijo, seconded by Commissioner Simpson 5-5 affirmative.

- b. Consideration of Commissioner Felipe's Request to attend NACO meeting in Florida.

Motion to approve Commissioner Felipe's Request to attend NACO meeting in Florida made by 1<sup>st</sup> Vice Chairman Armijo, seconded by 2<sup>nd</sup> Vice Chairman Moleres to keep Commissioner Felipe on the board for one year. Commissioner Simpson voted no all others voted yes. Commissioner Felipe Abstain 2-1 affirmative.

- c. State of New Mexico Department of Finance – Final Budget (Discussion Only)
- d. Consideration of Changing 13<sup>th</sup> Judicial District Attorney's Cibola County office name to Frederick B. "Ted" Howden 111.

Motion to approve name change of 13<sup>th</sup> Judicial District Attorney's Cibola County Office name to Frederick B. "Ted" Howden 111 made by 1<sup>st</sup> Vice Chairman Armijo, seconded by Commissioner Simpson 4-0 affirmative.

- e. Consideration of Artesia Fire Requisition

Motion to approve Artesia Fire Requisition made by 1<sup>st</sup> Vice Chairman Armijo, seconded by Commissioner Simpson 5-5 affirmative.

- f. Consideration of pay scale for Staff Sergeant

Motion to approve pay scale for Staff Sergeant made by Commissioner Simpson, seconded by 1<sup>st</sup> Vice Chairman Armijo 5-5 affirmative.

- g. Consideration of Certificate of Property Tax Assessment Rio San Jose (For Discussion Only)



**h. Consideration of Travel Management Plan MOA**

Motion to approve Consideration of Travel Management Plan MOA made by Commissioner Simpson, seconded by 1<sup>st</sup> Vice Chairman Armijo. Commissioner Felipe voted no all other voted yes.

**i. Consideration of Renewal of Contract:**

**a. Nance, Pato, & Stout**

4 Year Automatic Renewal

**b. Universal Investigative Services**

Manager Tony Boyd said it's a contract that he entered in last year in the amount of \$10,000.00 and would like to renewal it, which the Commissioners gave him the authority to renew up to \$40,000.00. Manager Tony Boyd gave a brief statement of how they utilize it for issues that need to be investigated with various personnel positions and go through 3<sup>rd</sup> party investigators so they can get honest neutral opinion on what happened and recommendations. You get a report from them and get the report in a timely manner. You don't pay anything unless you use them and not to exceed \$10,000.00 in a year. And they bill us at \$70.00 an hour and includes their travel time as well.

**12. Manager's Report:**

Manager Tony Boyd mentioned there will be 2 meetings at the NM State University one is in October 6<sup>th</sup> from 12:00 to 1:00 p.m. and need to RSVP soon and let himself or Julie know and another meeting is on October 12<sup>th</sup> from 8:30 to 11:45 a.m. at the NMSU Grants Martinez Hall Multi-Purpose Classroom 7. It will cover issues related to public education.

Manager Tony Boyd also mentioned that the Meeting for November will be moved to Wednesday November 30<sup>th</sup> 2016 and the meeting for December will be on Wednesday December 21, 2016. Then Canvassing for the General Election will begin on Thursday November 10, and close on Monday November 14, 2016.

Manager Tony Boyd said there will be a delay of moving into the new building due to phone service and network service. The earliest Century Link can do anything is mid December. He also mentioned that the Commission meetings for November and December will be in the new building. He said they will have a desk with a receptionist at the front grand entry at the new building to direct customers where to go and to make the phone calls that someone will be there to see them.



### **13. Comments:**

#### **a. Staff**

No Comments at this time.

#### **b. Commissioners**

1<sup>st</sup> Vice Chairman Armijo asked Manager Tony Boyd for a Grant for the Homeless Shelter. Manager Tony Boyd said they were looking into using the old Knights of Columbus Hall but there were neighborhood issues and zoning issues. Manager Tony Boyd said they can use the Court Building with Dispatch being nearby. Or after the County moves out they can move Workforce Solutions and the Veterans into the County building. And put the homeless shelter where the Workforce Solutions and the Veterans where.

Chairman Jaramillo said they will be relocating the recycling dumpsters to the old First National Bank parking lot because of the Construction that is going on. And J & K will be cleaning up the parking lot.

### **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) Threatened litigation: Corrine Murphy, Deandra Rodriguez, Rheganne Vaughn, Suzanne Garcia, Davina Torrez

b) Real Estate Property-Detention Center

Motion and roll call vote to go into Executive Session for the state reasons

Motion to go into Executive Session made by 1<sup>st</sup> Vice Chairman Armijo, seconded made by Commissioner Simpson at 9:25 p.m. 5-5 affirmative.

Board meets in closed session.

Motion to vote and 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 Made by 1<sup>st</sup> Vice Chairman Armijo, seconded by Commissioner Simpson 10:06 p.m.

#### **15. Announcements**

The next Regular Commission Meeting will be held on Wednesday October 26, 2016 at 5:00 p.m. immediately following the Board of Finance Meeting in the County Convention Room.

#### **16. Adjournment**

Motion to adjourn meeting made by 1<sup>st</sup> Vice Chairman Armijo, seconded by Commissioner Simpson at 10:07 p.m. 5-5 affirmative.



# Cibola County Sheriff's Office

*Sheriff Tony Mace*

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

*Undersheriff P. Michael Munk*  
tnymace@yahoo.com  
mmunk@co.cibola.nm.us

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 SEPT 1, 2016 through SEPT 30, 2016.

## PREVIOUS YEAR SEPT 2015

Accidents	10	5
Arrests	54	42
Transports	25	21
Warrant Transports	23	24
Calls	678	519
Citations	33	19
Warnings	59	43
Civil Papers	51	52
Incidents	41	31
Animal Control Calls	34	28

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



# SEPTEMBER 2016 COMMISSION REPORT

Bookings For September 2016
Bookings For August 2016

Bookings	Releases
203	221
275	288

Daily Average Inmate Count for September 2016
Daily Average Inmate Count for August 2016
Highest facility count for the month of September 2016

Male	Female	Total
188	39	227
186	44	231
204	44	248

## Revenue Collected for September 2016

Co. Correctional Fac GRT.	\$40,917.68	August 2016 For July 2016
Housing	\$250,173.76	Collected in August 2016
Federal Transports	\$9,746.10	Collected in August 2016
Medical	\$25,314.60	Reimbursements & Fees
All Other	\$1,155.19	Inmate Fees, Commissions, Other Revenue
Correction Fees		
Total	\$327,307.33	

Rent paid for September 2016	\$9,821.00	From State to General fund
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Juvenile Care paid for September 2016	\$11,086.29	Juvenile's are currently held at the McKinley County Detention
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## TOTAL BILLING DAYS FOR SEPTEMBER 2016 = 2,766

Paying September 2016					
County, City & Federal	# of Inmates	Average # of Billing Days	Billing Days	Rate	Total
City of Grants	53	4.4	235	65.00	\$13,438.75
Village of Milan	4	4.5	18	65.00	\$1,007.50
United States Marshals	89	24.5	2,185	50.13	\$109,534.05
Valencia County				75.00	
Socorro County	1	30	30	75.00	\$2,250.00
Rio Arriba County	10	18.7	187	75.00	\$14,025.00
Catron County				75.00	
Mora County	1	9	9	75.00	\$675.00
Kirtland Air Force Base Prisoner Transportation Services	10	2	20	75.00	\$1,500.00
U.S. Corrections	12	1.4	17	75.00	\$1,149.00
San Miguel County	1	5	5	75.00	\$375.00
Gallup McKinley County Adult Detention	2	30	60	75.00	\$4,500.00
Totals	183	129.5	2766		\$148,454.30

September 2016 Non Paying					
Non Paying	# of Inmates	Average # of Billing Days	Billing Days	Rate	Total
APPO	26	18	468	57.00	\$17,442.00
Magistrate Court	167	10.1	1,701	57.00	\$90,858.00
District Court	99	22.2	2,207	57.00	\$113,544.00
Totals	292	50.3	4,376		\$221,844.00

## JUVENILE DETENTION LISTING SEPTEMBER 2016

FROM DATE	TO DATE	Man - Days	Total
9/1/16 0:00	9/9/16 5:32	8 DAYS & 5.53 HOURS	\$1,440.31
9/1/16 19:45	9/5/16 16:35	3 DAYS & 20.81 HOURS	\$676.70
9/1/16 0:00	9/30/16 23:59	30 DAYS	\$5,277.44
9/1/16 0:00	9/2/16 14:35	1 DAY & 14.58 HOURS	\$281.29
9/14/16 18:51	9/30/16 23:59	16 DAYS & 5.13 HOURS	\$2,837.40
9/29/16 7:57	9/30/16 23:59	1 DAY & 16.03 HOURS	\$291.86
9/1/16 0:00	9/2/16 14:35	1 DAY & 14.58 HOURS	\$281.29

Total Man - Days: 67  
 Rate Per Day: \$108.00  
 Total Due: \$11,086.29

Year To Date	
Month	Amount
July	\$14,959.49
August	\$17,091.09
September	\$11,086.29
October	
November	
December	
January	
February	
March	
April	
May	
June	

Total To Date: \$43,136.87

**Prison Rape Elimination Act (PREA) MONTHLY Reporting Data**  
**Cibola County Detention Center**

1) How many persons under the supervision of your facility were-

CONFINED/BOOKED/RELEASED in the month of A

**Sep-16** 203

2) For the month of SEPTEMBER, what was the average daily population of your confinement facility?

**Sep-16** Male 188 Female 39

3) For the month of SEPTEMBER, how many allegations of inmate-on-inmate NONCONSENSUAL SEXUAL ACTS were reported?

**Sep-16** 0

4) Of the allegations reported in item 3, how many were-

a. Substantiated	<b>September</b>	<u>0</u>
b. Unsubstantiated	<b>September</b>	<u>0</u>
c. Unfounded	<b>September</b>	<u>0</u>
d. Investigation Ongoing	<b>September</b>	<u>0</u>

5) For the month of SEPTEMBER how many allegations of inmate-on-inmate ABUSIVE SEXUAL CONTACT were reported?

**Sep-16** 0

6) Of the allegations reported in item 5, how many were-

a. Substantiated	<b>September</b>	<u>0</u>
b. Unsubstantiated	<b>September</b>	<u>0</u>
c. Unfounded	<b>September</b>	<u>0</u>
d. Investigation Ongoing	<b>September</b>	<u>0</u>

7) For the month of SEPTEMBER how many allegations of inmate-on-inmate SEXUAL HARRASSMENT were reported?

**Sep-16** 0

8) Of the allegations reported in item 7, how many were-

a. Substantiated	<b>September</b>	<u>0</u>
b. Unsubstantiated	<b>September</b>	<u>0</u>
c. Unfounded	<b>September</b>	<u>0</u>
d. Investigation Ongoing	<b>September</b>	<u>0</u>

9) For the month of SEPTEMBER how many allegations of STAFF SEXUAL MISCONDUCT were reported?

**Sep-16** 0

10) Of the allegations reported in item 9, how many were-

a. Substantiated	<b>September</b>	<u>0</u>
b. Unsubstantiated	<b>September</b>	<u>0</u>
c. Unfounded	<b>September</b>	<u>0</u>
d. Investigation Ongoing	<b>September</b>	<u>0</u>

11) For the month of SEPTEMBER, how many allegations of STAFF SEXUAL HARASSEMENT were reported?

**Sep-16** 0

12) Of the allegations reported in item 11, how many were-

a. Substantiated	<b>September</b>	<u>0</u>
b. Unsubstantiated	<b>September</b>	<u>0</u>
c. Unfounded	<b>September</b>	<u>0</u>
d. Investigation Ongoing	<b>September</b>	<u>0</u>

# ***Cibola County Road Dept.***

***515 W. High Street***

***Grants NM 87020***

***505-285-2570 Phone 505-285 3656 Fax***



***Tuesday, October 12, 2016***

***To: Tony Boyd - County Manager***

***Fr: Gary Porter - Public Works Director***

***Re: Monthly Report:9/1/16 -9/30/16 (September)***

## ***Regular Maintenance***

### ***Blade & Shape***

<b><u><i>Road</i></u></b>	<b><u><i>Description</i></u></b>	<b><u><i>Miles</i></u></b>
<b><i>C33</i></b>	<b><i>Candy Kitchen</i></b>	<b><i>15.125</i></b>
<b><i>C41</i></b>	<b><i>Pie Town Rd.</i></b>	<b><i>10.714</i></b>
<b><i>C1</i></b>	<b><i>Marquez Rd.</i></b>	<b><i>17.208</i></b>
<b><i>C2</i></b>	<b><i>Rio Puerco Rd.</i></b>	<b><i>3.234</i></b>
<b><i>C4</i></b>	<b><i>Piedra Lumbre</i></b>	<b><i>4.991</i></b>
<b><i>C6</i></b>	<b><i>Portales Rd.</i></b>	<b><i>0.700</i></b>
<b><i>C32</i></b>	<b><i>Zuni Trail</i></b>	<b><i>27.111</i></b>
<b><i>C42</i></b>	<b><i>Back Country Byway</i></b>	<b><i>36.087</i></b>
<b><i>C48A</i></b>	<b><i>Timberlake Rd.</i></b>	<b><i>16.400</i></b>
<b><i>Total Miles</i></b>		<b><i>131.570</i></b>

## ***Special Projects***

<b><i>C21</i></b>	<b><i>Murray Acres - Shoulder work, mowing.</i></b>
<b><i>C22</i></b>	<b><i>Broadview Acres &amp; Tumbleweed Rd. - Shoulder work, mowing.</i></b>
<b><i>C18B</i></b>	<b><i>La Jara Mesa Rd. - Fix hole on side of road.</i></b>
<b><i>C19A</i></b>	<b><i>Cantina Homesites Rd. - Patching.</i></b>
<b><i>C14A</i></b>	<b><i>Canada Rd. - Mowing.</i></b>
<b><i>C41</i></b>	<b><i>Pie Town Rd. - Fix cattleguards, dirt removal, roadwork, hauling dirt from C41 Pie Town Rd. to C58 San Rafael.</i></b>
<b><i>C7</i></b>	<b><i>Cubero Loop - Putting up signs, mowing.</i></b>
<b><i>C13</i></b>	<b><i>San Jose Loop - Putting up signs.</i></b>
<b><i>C33</i></b>	<b><i>Candy Kitchen Rd. - Install 3 stop signs, hauling base course, clean culverts @ firestation.</i></b>
<b><i>C14</i></b>	<b><i>San Fidel Village - Mowing.</i></b>



**C49**      ***Zuni Canyon Rd. - Clean culverts & cattleguards.***  
**C30**      ***Bluewater South - Clean culverts, mowing.***  
**C40**      ***Woodard Ranch Rd. - Clean cattleguards & culverts.***  
**C34**      ***Pine Hill Rd. - Checking cattleguard.***  
**C58**      ***San Rafael - Hauling dirt from C41 Pie Town Rd. to C58 San Rafael, sweep Main St.***

**CO-OP'S**

**C23B (SP)**    ***Valle Verde Estates - Install signs.***  
**C28 (SB)**    ***Bluewater Village - Install signs.***  
**C28A (SB)**   ***Plano Colo. Frontage Rd. - Install signs.***  
**C29 (SB)**    ***Plano Colo. - Install signs.***

# Cibola County Road Dept.

515 W. High Street  
Grants NM 87020  
505-285-2570 Phone Fax 505-287-3656



## **MAINTENANCE REPORT**

**September 2016**

<b>Road Dept.</b>	<b>133</b>	<b>3.06</b>	<b>0.5</b>	<b>\$ 17.50</b>	<b>\$ 11.81</b>
<b>Road Dept.</b>	<b>134</b>	<b>384.74</b>	<b>16</b>	<b>\$ 16.50</b>	<b>\$ 648.74</b>
<b>Road Dept.</b>	<b>136</b>	<b>12.24</b>	<b>0.25</b>	<b>\$ 16.50</b>	<b>\$ 16.37</b>
<b>Road Dept.</b>	<b>137</b>	<b>106.02</b>	<b>2</b>	<b>\$ 16.50</b>	<b>\$ 139.02</b>
<b>Road Dept.</b>	<b>146</b>	<b>\$24.25</b>	<b>2</b>	<b>\$ 16.50</b>	<b>\$ 57.25</b>
<b>Road Dept.</b>	<b>148</b>	<b>\$25.35</b>	<b>1.5</b>	<b>\$ 16.50</b>	<b>\$ 50.10</b>
				<b>TOTAL</b>	<b>\$ 923.29</b>
<b>Sheriff's</b>	<b>G-78153</b>	<b>\$97.37</b>	<b>3</b>	<b>\$ 17.50</b>	<b>\$ 149.87</b>
<b>Sheriff's</b>	<b>G-88606</b>	<b>\$179.31</b>	<b>24</b>	<b>\$ 16.50</b>	<b>\$ 575.31</b>
<b>Sheriff's/Animal Control</b>	<b>K-9 Trailer</b>	<b>\$126.85</b>	<b>8</b>	<b>\$ 17.50</b>	<b>\$ 266.85</b>
				<b>TOTAL</b>	<b>\$ 992.03</b>
<b>Detention</b>	<b>G-63072</b>	<b>\$27.21</b>	<b>2</b>	<b>\$ 16.50</b>	<b>\$ 60.21</b>
				<b>TOTAL</b>	<b>\$ 60.21</b>
<b>Rural Addressing</b>	<b>G-60137</b>	<b>\$8.00</b>	<b>1.5</b>	<b>\$ 16.50</b>	<b>\$ 32.75</b>
				<b>TOTAL</b>	<b>\$ 32.75</b>
<b>Building &amp; Grounds</b>	<b>G67587</b>	<b>\$14.33</b>	<b>1</b>	<b>\$ 16.50</b>	<b>\$ 30.83</b>
				<b>TOTAL</b>	<b>\$ 30.83</b>

# ***Cibola County Road Dept.***

***515 W. High Street***

***Grants NM 87020***

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



## ***FUEL REPORT - CIBOLA COUNTY ROAD DEPARTMENT September 2016***

<b>UNLEADED</b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL.</b>	<b>TOTAL COST</b>
G-18461	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-18473	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-18464	0.26	8.00	184	23.000	\$ 48.51
G-02084	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-15638	0.00	#DIV/0!	10	0.000	\$ -
G-29800	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-29091	0.19	10.92	284	26.000	\$ 53.67
G-23696	0.14	14.45	614	42.500	\$ 86.70
G-23697	0.15	14.18	567	40.000	\$ 84.36
G-39980	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-39988	0.16	13.25	412	31.100	\$ 65.60
G-57384	0.12	16.79	1,645	98.000	\$ 200.35
G-57619	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-57618	0.32	6.24	169	27.100	\$ 54.56
146	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-66164	0.12	17.21	N/U	12.200	\$ 25.72
G-66165	0.10	21.00	N/U	13.000	\$ 26.16
G-70482	0.27	7.47	287	38.400	\$ 77.31
G-78718	0.13	15.29	2,543	166.300	\$ 342.52
G-64239	13.71	0.15	2	13.000	\$ 27.41
G-86952	0.09	22.08	2,327	105.400	\$ 215.42
G-86953	0.08	25.79	864	33.500	\$ 69.68
G-86954	0.09	23.89	1,589	66.500	\$ 138.31
G-91750	0.12	17.70	1,812	102.400	\$ 210.37
G-34769	#VALUE!	#VALUE!	N/U	0.000	\$ -
503	#VALUE!	#VALUE!	N/U	0.000	\$ -
Extra card	#DIV/0!	0.00	0	5.400	\$ 14.92



***TOTAL GAS***

***843.800***

***\$ 1,741.57***

<b>DIESEL FUEL</b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL.</b>	<b>TOTAL COST</b>
G-50237	0.11	18.24	775	42.500	\$ 81.88
G-18484	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-18476	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-18795	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-30550	0.31	6.23	1,237	198.600	\$ 382.64
G-30549	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-38441	0.00	#DIV/0!	45	0.000	\$ -
G-67372	0.40	4.85	1,496	308.300	\$ 599.16
G-67371	0.47	4.13	1,169	283.200	\$ 550.63
G-70782	0.38	5.16	1,426	276.300	\$ 544.49
Distributor	#VALUE!	#VALUE!	N/U	0.000	\$ -
Water Truck	#VALUE!	#VALUE!	N/U	0.000	\$ -
New Transport	0.54	4.06	671	165.400	\$ 360.58
305	#VALUE!	#VALUE!	N/U	10.500	\$ 21.17
306	#VALUE!	#VALUE!	N/U	0.000	\$ -
307	5.61	0.35	73	210.300	\$ 409.58
308	2.37	0.81	69	85.200	\$ 163.36
309	#VALUE!	#VALUE!	N/U	0.000	\$ -
310	3.39	0.59	26	44.100	\$ 88.25
311	3.24	0.61	9	14.800	\$ 29.16
312	#VALUE!	#VALUE!	N/U	0.000	\$ -
313	#VALUE!	#VALUE!	N/U	0.000	\$ -
314	2.98	0.64	33	51.500	\$ 98.47
416	6.75	0.29	92	321.500	\$ 620.73
417	5.17	0.38	90	235.300	\$ 465.45
418	5.75	0.34	113	333.000	\$ 650.13
501	#VALUE!	#VALUE!	N/U	0.000	\$ -
Extra card	#VALUE!	#VALUE!	N/U	0.000	\$ -
<b>TOTAL DIESEL</b>				<b>2580.500</b>	<b>\$ 5,065.68</b>

**\*N/U = NOT USED**

**Cibola County Road Dept.**

515 W. High Street  
Grants NM 87020  
505-285-2570 Phone 505-287-3656 Fax



**FUEL REPORT CIBOLA COUNTY BY DEPARTMENT**  
**September 2016**

**SHERIFF'S DEPARTMENT**

<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-85515</b>	<b>0.13</b>	<b>16.07</b>	<b>2,748</b>	<b>171.000</b>	<b>\$ 352.40</b>
<b>G-85514</b>	<b>\$0.10</b>	<b>20.55</b>	<b>4,790</b>	<b>233.075</b>	<b>\$ 501.02</b>
<b>G-61113</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>DNTI</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-68384</b>	<b>\$0.00</b>	<b>#DIV/0!</b>	<b>22</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-68920</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>DNTI</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-68922</b>	<b>\$10.50</b>	<b>0.19</b>	<b>2</b>	<b>10.600</b>	<b>\$ 21.00</b>
<b>G-68921</b>	<b>\$0.19</b>	<b>10.39</b>	<b>661</b>	<b>63.600</b>	<b>\$ 128.03</b>
<b>G-68418</b>	<b>\$1.60</b>	<b>1.18</b>	<b>62</b>	<b>52.600</b>	<b>\$ 99.17</b>
<b>G-72224</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>DNTI</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-72225</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>DNTI</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-75188</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>DNTI</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-78152</b>	<b>\$0.05</b>	<b>45.34</b>	<b>2,766</b>	<b>61.009</b>	<b>\$ 143.48</b>
<b>G-78153</b>	<b>\$0.03</b>	<b>64.24</b>	<b>1,092</b>	<b>17.000</b>	<b>\$ 34.22</b>

<b>G-78154</b>	<b>\$0.22</b>	<b>9.54</b>	<b>186</b>	<b>19.500</b>	<b>\$ 40.51</b>
<b>G-78717</b>	<b>\$0.10</b>	<b>20.41</b>	<b>347</b>	<b>17.000</b>	<b>\$ 34.22</b>
<b>G-78720</b>	<b>\$0.08</b>	<b>25.42</b>	<b>1,444</b>	<b>56.800</b>	<b>\$ 117.54</b>
<b>G-78721</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>DNTI</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-78722</b>	<b>\$0.12</b>	<b>17.67</b>	<b>235</b>	<b>13.300</b>	<b>\$ 28.04</b>
<b>G-78723</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>DNTI</b>	<b>17.000</b>	<b>\$ 34.84</b>
<b>G-86096</b>	<b>\$0.21</b>	<b>10.07</b>	<b>1,574</b>	<b>156.331</b>	<b>\$ 330.62</b>
<b>G-86996</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>DNTI</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-85471</b>	<b>\$0.04</b>	<b>47.50</b>	<b>5,354</b>	<b>112.716</b>	<b>\$ 227.73</b>
<b>A-190-ULS</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>DNTI</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-88607</b>	<b>\$0.17</b>	<b>12.08</b>	<b>2,880</b>	<b>238.400</b>	<b>\$ 495.04</b>
<b>G-88606</b>	<b>\$0.14</b>	<b>15.45</b>	<b>1,397</b>	<b>90.400</b>	<b>\$ 189.67</b>
<b>G-88608</b>	<b>\$0.15</b>	<b>14.84</b>	<b>3,051</b>	<b>205.555</b>	<b>\$ 445.53</b>
<b>G-88605</b>	<b>\$0.19</b>	<b>10.87</b>	<b>2,001</b>	<b>184.060</b>	<b>\$ 376.50</b>
<b>Max Pro</b> <i>Armored Truck</i>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>DNTI</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-90204</b>	<b>\$0.12</b>	<b>16.59</b>	<b>3,558</b>	<b>214.500</b>	<b>\$ 443.26</b>
<b>G-90205</b>	<b>\$0.09</b>	<b>22.45</b>	<b>2,398</b>	<b>106.800</b>	<b>\$ 219.71</b>
<b>3035</b>	<b>\$0.09</b>	<b>23.11</b>	<b>4,238</b>	<b>183.361</b>	<b>\$ 379.14</b>
<b>4479</b>	<b>\$0.17</b>	<b>11.85</b>	<b>1,913</b>	<b>161.500</b>	<b>\$ 332.32</b>
<b>4481</b>	<b>\$0.16</b>	<b>12.97</b>	<b>3,657</b>	<b>282.000</b>	<b>\$ 580.03</b>
<b>207902</b>	<b>\$0.15</b>	<b>13.94</b>	<b>3,469</b>	<b>248.929</b>	<b>\$ 528.51</b>
<b>259</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>DNTI</b>	<b>177.500</b>	<b>\$ 368.85</b>
<b>443</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>DNTI</b>	<b>0.000</b>	<b>\$ -</b>
<b>445</b>	<b>\$0.16</b>	<b>13.29</b>	<b>1,272</b>	<b>95.700</b>	<b>\$ 199.86</b>
<b>9058</b>	<b>\$0.14</b>	<b>15.14</b>	<b>2,018</b>	<b>133.300</b>	<b>\$ 275.30</b>

<b>2219</b>	<b>\$0.11</b>	<b>18.94</b>	<b>3,988</b>	<b>210.600</b>	<b>\$ 433.98</b>
<b>G-97570</b>	<b>\$0.30</b>	<b>7.59</b>	<b>1,080</b>	<b>142.240</b>	<b>\$ 327.29</b>
<b>TOTAL SHERIFF'S</b>				<b>3676.376</b>	<b>\$ 7,687.81</b>
<b><u>MANAGERS</u></b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>7466</b>	<b>\$0.20</b>	<b>11.96</b>	<b>293</b>	<b>24.500</b>	<b>\$ 60.00</b>
<b>TOTAL MANAGERS</b>				<b>24.500</b>	<b>\$ 60.00</b>
<b><u>RURAL ADDRESSING</u></b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G60137</b>	<b>\$0.10</b>	<b>20.39</b>	<b>273</b>	<b>13.386</b>	<b>\$ 28.10</b>
<b>TOTAL RURAL ADDRESSING</b>				<b>13.386</b>	<b>\$ 28.10</b>
<b><u>EMERGENCY MANAGEMENT</u></b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-86167</b>	<b>\$0.26</b>	<b>8.71</b>	<b>815</b>	<b>93.623</b>	<b>\$ 211.00</b>
<b>TOTAL EMERGENCY MANAGEMENT</b>				<b>93.623</b>	<b>\$ 211.00</b>
<b><u>BUILDING &amp; GROUNDS</u></b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-67587</b>	<b>\$0.21</b>	<b>11.19</b>	<b>497</b>	<b>44.423</b>	<b>\$ 102.25</b>
<b>TOTAL BUILDING &amp; GROUNDS</b>				<b>44.423</b>	<b>\$ 102.25</b>
<b><u>I.T.(DATA PROCESSING)</u></b>					



<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-90878</b>	<b>\$0.10</b>	<b>21.12</b>	<b>577</b>	<b>27.326</b>	<b>\$ 59.00</b>
<b>G-53547</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>DNTI</b>	<b>0.000</b>	<b>\$ -</b>
<b>TOTAL DATA PROCESSING</b>				<b>27.326</b>	<b>\$ 59.00</b>
<b><u>ASSESSORS</u></b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-78714</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>DNTI</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-78715</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>DNTI</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-81964</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>DNTI</b>	<b>0.000</b>	<b>\$ -</b>
<b>TOTAL ASSESSORS</b>				<b>0.000</b>	<b>\$ -</b>
<b><u>DETENTION</u></b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-60185</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>N/U</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-24336</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>N/U</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-57383</b>	<b>\$0.14</b>	<b>15.26</b>	<b>370</b>	<b>24.250</b>	<b>\$ 52.84</b>
<b>G-59969</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>N/U</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-60180</b>	<b>\$0.08</b>	<b>25.33</b>	<b>604</b>	<b>23.842</b>	<b>\$ 49.00</b>
<b>G-61368</b>	<b>\$0.12</b>	<b>16.93</b>	<b>370</b>	<b>21.854</b>	<b>\$ 45.00</b>
<b>G-63072</b>	<b>\$0.13</b>	<b>18.41</b>	<b>3,242</b>	<b>176.136</b>	<b>\$ 425.99</b>
<b>G-73152</b>	<b>\$0.27</b>	<b>8.03</b>	<b>330</b>	<b>41.087</b>	<b>\$ 89.01</b>
<b>G-78719</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>DNTI</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-79636</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>DNTI</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-79879</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>DNTI</b>	<b>0.000</b>	<b>\$ -</b>

<b>G-85729</b>	<b>\$0.11</b>	<b>18.98</b>	<b>1,206</b>	<b>63.528</b>	<b>\$ 132.50</b>
<b>Van #9 (new)</b>	<b>\$0.24</b>	<b>8.22</b>	<b>172</b>	<b>20.929</b>	<b>\$ 41.00</b>
<b>X-tra Card</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>DNTI</b>	<b>0.000</b>	<b>\$ -</b>
<b>TOTAL DETENTION</b>				<b>371.626</b>	<b>\$ 835.34</b>

**ROAD DEPT. MOTORPOOL**

<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-18474</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>N/U</b>	<b>0.000</b>	<b>\$ -</b>
<b>TOTAL ROAD DEPT. MOTORPOOL</b>				<b>0.000</b>	<b>\$ -</b>

**CONSOLIDATED DISPATCH**

<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-70403</b>	<b>0.06</b>	<b>35.59</b>	<b>396</b>	<b>11.126</b>	<b>\$ 23.35</b>
<b>Generator</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>N/U</b>	<b>0</b>	<b>\$ -</b>
<b>TOTAL CONSOLIDATED DISPATCH</b>				<b>11.126</b>	<b>\$ 23.35</b>

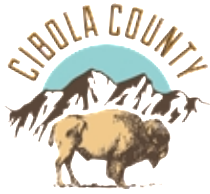
**CLERKS OFFICE**

<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-64240</b>	<b>0.00</b>	<b>#DIV/0!</b>	<b>20</b>	<b>0.000</b>	<b>\$ -</b>
<b>G55649</b>	<b>0.24</b>	<b>8.91</b>	<b>315</b>	<b>35.335</b>	<b>\$ 75.20</b>
<b>G-72255</b>	<b>0.00</b>	<b>#DIV/0!</b>	<b>59</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-86995</b>	<b>4.11</b>	<b>0.53</b>	<b>9</b>	<b>17.139</b>	<b>\$ 37.00</b>
<b>TOTAL CLERKS</b>				<b>52.474</b>	<b>\$ 112.20</b>

**DWI PROGRAM**

<b>G-53823</b>	<b>0.00</b>	<b>#DIV/0!</b>	<b>10</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-45051</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>DNTI</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-85669</b>	<b>0.67</b>	<b>3.14</b>	<b>51</b>	<b>16.217</b>	<b>\$ 34.04</b>
<b>TOTAL DWI PROGRAM</b>				<b>16.217</b>	<b>\$ 34.04</b>

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



Cibola County, NM

# Detail Report with Activity and Encumbrance

## Account Detail

Date Range: 09/01/2016 - 09/30/2016

Account	Name			Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance
Fund: 563 - CONSTRUCTION FUND									
<a href="#">563-085-445-00101</a>		PROFESSIONAL SERV.		3,476,334.00	1,062,348.54	4,538,682.54	4,966,811.93	-798,590.66	4,168,221.27
Post Date	Packet Number	Number	Description	Project Account		Amount	Running Balance	Encumbrance	Running Balance
09/06/2016	APPKT00607	#13	CONSTRUCTION BASE PLUS ALTERNATES			1,062,348.54	4,538,682.54		
	Vendor:	28588 - JAYNES CORPORATION		Payment Number: 86225					
09/06/2016		39737A-R1	PRE-CONSTRUCTION OPEN PO					-1,062,348.54	3,904,463.39
	Vendor:	JAYNES CORPORATION - 28588							
09/26/2016		40862	ELECTRICAL ROUGH-IN					97,491.00	4,001,954.39
	Vendor:	MCDADE-WOODCOCK INC - 28892							
09/26/2016		40862	ELECTRICAL ROUGH-IN					53,960.00	4,055,914.39
	Vendor:	MCDADE-WOODCOCK INC - 28892							
09/26/2016		40862	ELECTRICAL ROUGH-IN					42,264.00	4,098,178.39
	Vendor:	MCDADE-WOODCOCK INC - 28892							
09/26/2016		40862	ELECTRICAL ROUGH-IN					21,082.88	4,119,261.27
	Vendor:	MCDADE-WOODCOCK INC - 28892							
09/26/2016		40862	ELECTRICAL ROUGH-IN					18,010.00	4,137,271.27
	Vendor:	MCDADE-WOODCOCK INC - 28892							
09/26/2016		40862	ELECTRICAL ROUGH-IN					16,809.00	4,154,080.27
	Vendor:	MCDADE-WOODCOCK INC - 28892							
09/26/2016		40862	ELECTRICAL ROUGH-IN					9,571.00	4,163,651.27
	Vendor:	MCDADE-WOODCOCK INC - 28892							
09/26/2016		40862	ELECTRICAL ROUGH-IN					2,980.00	4,166,631.27
	Vendor:	MCDADE-WOODCOCK INC - 28892							
09/26/2016		40861	DATA DROP IN LOBBY OF NEW BLDG 700 E ROOSEVELT					805.00	4,167,436.27
	Vendor:	MCDADE-WOODCOCK INC - 28892							
09/26/2016		40862	ELECTRICAL ROUGH-IN					785.00	4,168,221.27
	Vendor:	MCDADE-WOODCOCK INC - 28892							
Total Fund: 563 - CONSTRUCTION FUND:				3,476,334.00	1,062,348.54	4,538,682.54	4,966,811.93	-798,590.66	4,168,221.27
Grand Totals:				3,476,334.00	1,062,348.54	4,538,682.54	4,966,811.93	-798,590.66	4,168,221.27

Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance
563 - CONSTRUCTION FUND	3,476,334.00	1,062,348.54	4,538,682.54	4,966,811.93	-798,590.66	4,168,221.27
Grand Total:	3,476,334.00	1,062,348.54	4,538,682.54	4,966,811.93	-798,590.66	4,168,221.27





**Board of County Commissioners  
Resolution 16-48**

**A Resolution  
Relating to the Use of Public Buildings or Properties, such as  
Community Centers, Meeting Rooms or Parks, by Individuals,  
Groups and Other Non-County Entities**

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

**WHEREAS**, NMSA 1978, Section 4-38-13 (1876) provides that the Board of County Commissioners shall have power at any session to make such orders concerning the property belonging to the County as they may deem expedient; and,

**WHEREAS**, NMSA 1978, Section 4-38-16 (1876) provides that the Board of County Commissioners shall have power to build and keep in repair all County buildings; and,

**WHEREAS**, NMSA 1978, Section 30-20-13 (1981) prohibits the interference with members of staff, public officials or the general public on County property, trespass and damage to County property and provides for penalties; and,

**WHEREAS**, the Board of County Commissioners has determined that the health, safety and general welfare of residents of Cibola County, and the efficient, safe and orderly conduct of County business by County officials, employees, service-providing organizations and members of the public would best be served by the adoption of a policy regulating conduct within County buildings, such as community centers, utilized for non-County events or activities.

**NOW, THEREFORE BE IT RESOLVED** that the governing body of Cibola County establishes this policy regulating use and conduct within County buildings for non-County events and activities, as follows:

## **I. INTENT OF POLICY**

A. The intent of this policy is to regulate conduct within County-owned or leased buildings or facilities, so as to promote the efficient, safe, and orderly use of County buildings or properties, including community centers, senior centers, and fire stations, for non-county events or activities by County officials, employees, service-providing organizations and members of the public.

B. This policy prescribes the rules and regulations under which County-owned buildings or property may be made available for use by community organizations, service-providing organizations, or individuals and groups.

C. Questions concerning the interpretation of this policy will be referred to the County Manager or his/her designee.

## **II. PRIMARY USE**

Cibola County buildings and properties are first and foremost for the use of residents of the County. When a building or property is not in use by a program administered by the County, the State, or the United States government, (depending on specific funding or grant/loan restrictions) for the benefit of Cibola County residents, the facilities may be reserved by individuals, social groups, educational groups, service-providing groups, hobby, civic, cultural, community service organizations, and religious groups.

## **III. APPROVED PERMITS**

A. Permission for use of a County building or property is granted upon the condition that all rules and regulations governing the use of the facility shall be followed, as permission may be revoked at any time for failure to do so.

B. Individuals, social groups, educational groups, service-providing groups, hobby, civic, cultural, community service organizations, and religious groups wishing to use a County building or property must make application (see Exhibit A) at least five (5) working days in advance of the proposed date of use.

C. The Board of County Commissioners will sponsor all governmental, educational, cultural, and instructional public events, provided that they are open to all county residents, not political, advertised, and that they constitute a low-risk event as defined by the Tenant Users Liability Insurance Program ("TULIP"), provided that a release is executed by the organizer of the event. The form of release is enclosed as Exhibit C to this Resolution.

D. Permits are issued on a first come, first served basis for non-governmental functions. Permission will depend on availability of staff and space.

E. All permits shall be applied for and issued by the County upon recommendation by the Public Works Director or his/her designee. A permit denial is appealable to the Board of County Commissioners pursuant to the appeals process set forth in Section 154.062.

F. A refundable clean-up and security deposit must accompany the application. The application will not be issued if it is missing. Reservation of the date and facility will not be made until the completed application and deposit are received. The Certificate of Insurance should accompany the application. However, if this is not possible, the Certificate of Insurance must be on file with the County at least two (2) days prior to the event.

G. The County Manager or his/her designee has the right to revoke any permit due to unforeseen circumstances, or infractions of the policies. A revocation of the permit may be appealed to the Board of County Commissioners pursuant to the appeals process set forth in Section 154.062.

H. The Board of County Commission may appoint residents from the Community to open/close facility and advise the County Manager/ Public Works Director of any events being held. The keys for the Community will centralized in the Public Works Director or his/her designee.

#### IV. FEES

All individual and group (see Exhibit A) events and activities will be required to compensate Cibola County and its residents for use of County facilities, except as otherwise provided in Section III(C) of this Policy. Compensation will include some or all of the following components:

- Cleaning/Damage Deposit (refundable)
- Open/Closing Fee (non-refundable)
- Activity Rental Fee (per day/per hour/per activity) for all private uses (non-refundable)
- TULIP Insurance Cost (non-refundable)

The Damage Deposit may be returned following inspection of the event/activity once the County facility is found to be in a condition similar prior to its use by an individual or group. A memo from the Public Works Department will be issued to the Treasurer's office to reimburse all or part of the damage deposit, depending on any clean-up or damage issues (see Sections V and VI).

A. Fees (as defined in Exhibit A) will only be accepted by the Cibola County Treasurer's Office. Cash, checks, or money orders will be accepted. Receipts will be issued to the individual renting County facilities or property.

## **V. CERTIFICATE OF INSURANCE**

A. Except as provided in Section III(c) herein, all individual and group events and activities that are not sponsored by the County as provided herein will be required to provide a Certificate of Insurance in the amount of one million dollars (\$1,000,000) naming Cibola County as "Additional Insured" prior to use of the building or facility. Vendors related to groups or individuals using a County building or facility shall provide a copy of the Facility Use Permit and Certificate of Insurance to the Public Works Director, or his/her designee.

1. Insurance may be obtained through the County's carrier, the New Mexico Association of Counties, through its Tenant Users Liability Insurance Program (TULIP). Except as otherwise provided herein, insurance must be obtained prior to the requested use of the County Facility. See Exhibit C for information regarding purchasing TULIP insurance.

2. Insurance may also be obtained through a private insurance company by the responsible individual hosting the event/activity. The insurance requirements must be the same as listed in (A) and must be obtained prior to use of the County facility.

## **VII. SECURITY**

- A. All groups and individuals using the facility are responsible for the contents and security of the building and property.
- B. Opening and closing of a building will be performed by a County employee, or their designee, as part of the building usage agreement to ensure condition of the facility and its contents before and after and event/activity.
- C. Except as provided in Section III(C) herein, a clean-up and security deposit of not less than one hundred dollars (\$100) is required of all individuals/groups using a County building. There may also be a fifty dollar (\$50) damage and security deposit required for the use of the kitchen facilities (if applicable). A one-time four hundred dollars (\$400) clean-up and security deposit may be required for events or activities that have previously used a County building and have left the building or property in an untidy or dilapidated condition.
- B. Except as provided by Section III(C) herein, individuals or groups using the facility on a regular basis (i.e. every first Thursday of the month) may only be required a single damage deposit for all its events and may have the deposit returned following the final date of scheduled use.
- C. In buildings where kitchen facilities are available for use, the kitchen must be maintained to a commercial standard if the building is currently maintained to a commercial standard. Strict adherence to kitchen policies and procedures is required. Failure to do so will result in denial of future permit requests.

## **VIII. DAMAGES**

- A. The individual responsible for the group and the group as a whole shall be responsible for all damage to the County building or property.
- B. Groups and individuals allowed to use a County building or property must leave the space in an acceptable condition.



C. All damages to the County building or property will be the responsibility of the user, and cost of any damages will be deducted from the security deposit. Any additional expenses to repair or clean-up above and beyond the collected security deposit will be billed directly to the responsible individual.

D. The group or individual will be notified within thirty-six (36) hours of the damage and provided an itemized list of damages and estimated cost of repairs and/or clean-up. Payment for damages will be deducted from the clean-up and security deposit. Any additional billed amount above the collected security deposit will be required to be paid to the County within thirty (30) days of receipt of notice from the County. Failure to make payment will result in suspension of further use of any County building or property.

## **IX. PREPARATION AND CLEAN-UP**

Users of a County building or property are responsible for any changes in room arrangements prior to use and all clean-up after. This must be done within the time frame for which the County building or property has been reserved. Any expense for special clean-up and/or restoring room arrangements performed by County staff as a result of non-compliance with this provision will be deducted from the clean-up and security deposit.

## **X. CANCELLATIONS**

A. Any changes/cancellation in a scheduled reservation must be made at least two days prior to the requested date. The changes/cancellation must be made to the Public Works Department in writing.

B. If cancellation is made two (2) days or more in advance of the event or activity, all fees will be reimbursed.

C. Changes to an event or activity which will require additional fees will require those fees be collected by the Public Works Department prior to the event or activity. Changes that may reduce previously collected fees will be recalculated and any refunds will be made at the conclusion of the event or activity.

D. Notification of cancellation to members of the private group or organization is the sole responsibility of the organizer.

## **XI. CONDUCT**

The applicant responsible for the permit is required to observe and insure that County rules and regulations are observed and adhered to, and that persons associated with their activity or event

shall respect all County property, personal property rights of others, and avoid unnecessary noise disruption to neighbors.

## **XII. PROHIBITED CONDUCT**

The following conduct shall be prohibited upon county property.

- A. Smoking.** Smoking is not permitted within County buildings, in compliance with the New Mexico Clean Indoor Air Act, NMSA 1978, § 24-16-1 *et seq.* (1985) and Cibola County Policy. The ordinance is on file in the Office of the County Manager or Office of the County Clerk.
- B. Weapons.** Use, possession or storage of any weapon on all county property is expressly prohibited. This section shall not apply to a law enforcement officer acting in the lawful performance of his or her duties, or to personnel of the District Attorney's Office.
- C. Animals.** Animals of any kind are prohibited from entry into County buildings except for qualified assistance animals or at the Animal Control Center. Any person with a qualified assistance animal shall be liable for any damage done by his or her qualified assistance animal.
- D. False Alarms.** Initiating or causing to be initiated any false report, warning or threat of fire, explosion or other emergency is prohibited at county buildings. Misusing or damaging fire safety equipment on County property is prohibited.
- E. Controlled Substances.** The use, possession, or distribution of any controlled substance or illegal drug in a County building or on County property is prohibited.
- F. Alcoholic Beverages.** The use, possession or distribution of alcoholic beverages in any County building is prohibited.
- G. Fireworks.** Use or possession of allowed fireworks per the current Ordinance pertaining to the Sale and Use of Fireworks in the unincorporated Areas of Cibola County, unless expressly authorized in writing by the County Manager, is prohibited.

## **XI. LIMITATIONS**

- A.** Nothing in this policy shall be construed to prevent lawful assembly and peaceful and orderly petition for the redress of grievances, including any labor dispute.
- B.** Nothing in this policy shall limit the County Manager in adopting additional rules and regulations as such may be required from time to time or in enforcing laws, regulations or policies to insure the protection and security of County buildings or facilities.

## **XIII. EXHIBITS**

Exhibit A – Building Usage Application

Exhibit B – NMAC Tulip

Exhibit C – Release Form

**PASSED, APPROVED AND ADOPTED** on this \_\_\_\_ day of \_\_\_\_\_, 2016

**BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF CIBOLA**

\_\_\_\_\_  
T. Walter Jaramillo, Chairman

\_\_\_\_\_  
Patrick Simpson, Member

\_\_\_\_\_  
Robert Armijo, 1<sup>st</sup> Vice-Chairman

\_\_\_\_\_  
Lloyd F. Felipe, Member

\_\_\_\_\_  
Jack Moleres, 2<sup>nd</sup> Vice-Chairman

Attested:

\_\_\_\_\_  
Elisa Bro, Cibola County Clerk

## Exhibit B

### **NMAC TULIP (Tenant Users Liability Insurance Program)**

TULIP Insurance must be purchased through the One Beacon Insurance Group if not purchased through a private insurance organization (i.e. homeowner's insurance). Insurance may only be obtained through One Beacon's website. Instructions for obtaining insurance are as follows:

1. Go to the One Beacon Insurance Group website at [www.onebeaconentertainment.com](http://www.onebeaconentertainment.com)
2. On the main page, under "TULIP – Event Insurance" click "Purchase or Quote".
3. You will be taken to the quote page. Enter Cibola County's Venue ID Code: OB31-023, and follow the instructions as they take you through their on-line form.
4. You will be prompted through a number of screens to provide such information as the type of event you are planning, the number of attendees, and the date of the event.
5. Once you complete the necessary information, you will be provided with a quote for the TULIP insurance
6. Continue to following the instructions to pay for and print your documentation for insurance.
7. Provide a copy (either email or hard copy) to the Cibola County Public Works Department for your event.

**A copy of the Insurance must be on file with Cibola County Public Works Department two (2) days prior to the event for non-county sponsored events.**

## Exhibit C

### Building Usage Waiver Form

Please read the following carefully. If you have any questions, have them answered before signing this document. (Please Print Legibly)

I, \_\_\_\_\_ (name), in exchange and consideration for being allowed to utilize the authorized County facilities pursuant to the County's Building Usage Policy, hereby release and waive and hold harmless the County of Cibola its elected officials, officers, agents and employees, from and against any and all claims, demands or causes of action of any type whatsoever, including property damage, personal injury or death arising out of or in any way relating to my use of the County Facility.

By signing this waiver of liability and release, I acknowledge that I have read and understood this document and fully agree to its terms and conditions.

---

Signature

---

Date

## REQUEST FOR INFORMATION #CCDC 11-2016

### 1. Request for Information (RFI)

Cibola County, on behalf of Cibola County Detention Center (CCDC) is seeking to obtain information on tablets PC/wireless devices and associated infrastructure specifically designed for correctional facilities, including the installation, infrastructure setup, maintenance and operation of equipment in the facilities. CCDC would like to offer tablets to our inmates to provide the opportunity for self-improvement and personal development by providing an alternate means to access educational and rehabilitative programs, individual offender plans, inmate handbooks and other facility information and legal research.

The objective of this RFI is to obtain information about Inmate Tablets solutions available for correctional facilities and to:

- Identify the types of tablets available and their specifications, including the devices physical security features, dimensions, battery life, features, software security, etc.
  - Identify minimum functions/features.
  - Identify the web-based, network, and data access security features available.
  - Identify network requirements and features. Identify options available for remote tablet control and monitoring by CCDC staff, including configuration, observation of real-time usage, non-compliance detection, remotely locking tablets, remotely wipe content, etc.
  - Identify the types of educational, rehabilitative program and legal research content available.
  - Identify communications options available to inmates, both internal and external
  - Identify how the device can be used for entertainment purposes and CDCC's ability to monitor such use (i.e. download books, movies, games, music, etc.) and what offerings may be available.
  - Identify the types of maintenance and support services options available.
  - Identify the types of training services available.
  - Identify the types of profit sharing options available.
  - Identify the types of pricing options available.
  - Identify the types of uses for an Inmate Tablet program that the CDCC may be unaware of.
- Responses should include:
- Details of the Inmate Kiosks and/or Inmate Tablets and related products and services.
  - Business model for the Inmate tablets and related products and services.
  - Technical specifications of the tablets, network, software, and services.
  - Security features demonstrating that the device, network, and services are appropriate for use in a correctional setting.
  - Contact information of customers currently using tablets in a similar application.
  - General pricing information regarding the tablets and related products, along with the various different funding models offered.
  - Recommendations regarding implementing tablets. CDCC welcomes responses from anyone in the industry, government or academia with practical knowledge of Inmate tablets.

Responses must include the name and address and contact information of the company responding

Responses may be provided in searchable PDF form and submitted via email with the subject heading "CDCC INMATE TABLET RFI 2016" to the following email address: frances.medina@co.cibola.nm.us

Responses are due 4:00 p.m. MDT on October 31, 2016.

## REQUEST FOR INFORMATION #CCDC 11-2016

### 2. Issuing Office

This RFI is being issued for Cibola County Detention Center by the issuing office listed below. The issuing office is the sole point of contact for this RFI. Please refer all inquiries to:

**Frances R. Medina**  
**Cibola County Purchasing Officer**

515 W. High Street  
Grants, New Mexico 87020

Telephone: (505) 285-2513 Fax: (505) 285-5434

e-mail: frances.medina@co.cibola.nm.us

Any RFI addenda/updates will be made available at Cibola County web site  
**<http://www.cibolacountynm.com>**.

#### **Pertinent Dates:**

Issue Date: 10/28/2016

Response Date: 10/31/2016 4:00 PM (MDT)

### 3. Scope

Cibola County Detention Center is interested in secure and wireless tablets that are designed for use in correctional facilities. These tablets will be used for multimedia, communications, education, and as an entertainment device, containing a secure operating system. We would like information concerning the lease of a minimum 40 to begin our program.

### 4. Summary

THIS IS A REQUEST FOR INFORMATION (RFI) ONLY to identify sources that can provide *Inmate Tablet Systems*. The information provided in the RFI is subject to change and is not binding on Cibola County. The County has not made a commitment to procure any of the items discussed, and release of this RFI should not be construed as such a commitment or as authorization to incur cost for which reimbursement would be required or sought. Proposals submitted to Cibola County may be reviewed and evaluated by any person other than competing bidders at the discretion of the County. The County has the right to use any or all ideas presented in any reply to the RFI.





## **RESOLUTION OF SPONSORSHIP**

### **For a Recreational Trails Program Application and Maintenance Commitment to the Zuni Mountains Trail Project in Cibola County**

#### **Resolution No. 16-49**

**A resolution declaring the eligibility and intent of the Board of County Commissioners of Cibola County to submit an application to the New Mexico Department of Transportation for Federal Fiscal Year 2018/2019 Recreational Trails Program (RTP) funds.**

**Whereas**, Cibola County, New Mexico, has the legal authority to apply for, receive and administer federal funds; and,

**Whereas**, Cibola County is submitting an application for Federal Fiscal Year 2018/2019 (FFY18/19) New Mexico Recreation Trails Program funds in the amount of \$804,430.00, as set forth by the Federal legislation, Fixing America's Surface Transportation (FAST) Act, and as outlined in the FFY 18/19 New Mexico TAP/RTP Guide; and,

**Whereas**, the Zuni Mountain Trails Project—Quartz Hill named in the Recreation Trails Program application are eligible project(s) under New Mexico Recreation Trails Program and the FAST Act; and,

**Whereas**, Cibola County, acknowledges availability of the required local match of 14.56% and the availability of funds to pay all costs up front, as Recreation Trails Program is a cost reimbursement program; and,

**Whereas**, Cibola County, agrees to pay any costs that exceed the project amount if the application is selected for funding; and,

**Whereas**, Cibola County, agrees to maintain all project(s) constructed with Recreational Trails Program funding for the useable life of the project(s);

**Now, therefore be it resolved by the governing body** of the Board of County Commissioners of Cibola County that:

- 1.** Cibola County authorizes the County Manager to submit an application for FFY18/19 New Mexico Recreational Trails Program funds in the amount of \$804,430 from the New Mexico Department of Transportation (NMDOT) on behalf of Cibola County.
- 2.** That Cibola County assures the NMDOT that if Recreational Trails Program funds are awarded, sufficient funding for the local match and for upfront project costs are available, since Recreational Trails Program is a reimbursement program, and that any costs exceeding the award amount will be paid for by Cibola County.
- 3.** That Cibola County, assures the NMDOT that if awarded Recreational Trails Program funds, sufficient funding

for the operation and maintenance of the Recreational Trails Program project will be available for the life of the project.

**4.** That the County Manager of Cibola County, is authorized to enter into a Cooperative Project Agreement with the NMDOT for Recreational Trails Program projects using these funds as set forth by the FAST Act on behalf of the citizens of Cibola County. The County Manager is also authorized to submit additional information as may be required and act as the official representative of the Cibola County in this and subsequent related activities.

**5.** That the Board of County Commissioners of Cibola County assures the NMDOT that Cibola County, is willing and able to administer all activities associated with the proposed project.

**PASSED, ADOPTED, AND APPROVED this 12<sup>th</sup> day of October, 2016.**

Cibola County Board of Commissioners

\_\_\_\_\_  
T. Walter Jaramillo, Chairman

\_\_\_\_\_  
Patrick Simpson, 1<sup>st</sup> Vice Chair

\_\_\_\_\_  
Lloyd Felipe, 2<sup>nd</sup> Vice Chair

\_\_\_\_\_  
Robert Armijo, Commissioner

\_\_\_\_\_  
Jack Molerres, Commissioner

ATTEST:

\_\_\_\_\_  
Elisa Bro, Cibola County Clerk



**Fiscal Year 2017**  
**BUDGET ADJUSTMENT No. 1**  
**Resolution No. 16-50**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS of the COUNTY OF CIBOLA, STATE OF NEW MEXICO, ex officio COUNTY BOARD OF FINANCE** that the adjustments included in this document are deemed necessary to the operations of the County for the 2017 fiscal year ending June 30, 2017.

**PASSED, APPROVED and ADOPTED** by the governing body at its regular meeting on the 26th day of October 2016.

**THE BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
T. Walter Jaramillo, Chairman

\_\_\_\_\_  
Robert Armijo, 1<sup>st</sup> Vice-Chair

\_\_\_\_\_  
Jack Moleres, 2<sup>nd</sup> Vice-Chair

\_\_\_\_\_  
Lloyd F. Felipe, Member

\_\_\_\_\_  
Patrick Simpson, Member

**ATTEST:**

\_\_\_\_\_  
Elisa Bro, County Clerk

Department of Finance and Administration  
Local Government Division  
Financial Management Bureau  
SCHEDULE OF BUDGET ADJUSTMENTS

REVISÉD 12/08/06

ENTITY NAME: Cibola County  
FISCAL YEAR: 2016-2017  
DFA Resolution Number: \_\_\_\_\_

**For Local Government Division use only:**

[illegible]

ATTEST: \_\_\_\_\_  
 Title (Date)

Mayor/Board Chairman	(Date)
----------------------	--------



**BOARD OF COUNTY COMMISSIONERS  
RESOLUTION 16-51**

**\* AMENDED 2016 OPEN MEETINGS RESOLUTION**

**WHEREAS**, the Cibola County Board of Commissioners met upon notice of meeting duly published at the Cibola County Administration Building, 515 West High Street, Grants, NM 87020, on October 26, 2016, at 5:00 p.m. as required by law; and,

**WHEREAS**, Section 10-15-1 (B) of the Open Meetings Act (NMSA 1978, Section 10-15-1 to - 4) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission or their policy-making body of any state or local public agency held for the purpose of formulating public policy, or for the purpose of taking any action within the authority of such body, are declared to be public meetings open to the public at all times; and,

**WHEREAS**, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and,

**WHEREAS**, Section 10-15-1 (D) of the Open Meetings Act requires the Cibola County Commission to determine annually what constitutes reasonable notice of its public meetings; and

**WHEREAS**, the Board of County Commissioners adopted its last annual Open Meetings Resolution at a Regular Meeting on January 6, 2016; however, the County's website addresses has changed and its physical address will change;

**WHEREAS**, the Board of County Commissioners wishes to hold its regular meetings on the fourth Thursday of every month, at 5:00 p.m.; and

**\* WHEREAS**, the Board wishes to revise its Open Meetings Resolution to reflect its new website, physical address and to change scheduled weekday from Wednesday to Thursday.

**NOW, THEREFORE, BE IT RESOLVED**, By the Cibola County Commission.

1. All meetings shall be held at the Cibola County Administration Building, 515 West High Street, Grants, NM 87020 or 700 E. Roosevelt Ave. Suite 50, Grants, NM 87020 as detailed below or as indicated on the meeting notice.
2. Unless otherwise specified, regular meetings shall be held once a month on the fourth Thursday of each month at the Cibola County Administration Building, 515 West High Street, Grants, NM 87020, at 5:00 p.m. The County anticipates moving to the Roosevelt address in December, 2016. The agenda will be available at least seventy-two (72) hours prior to the meeting.
3. Special meetings may be called by the Chair or a majority of the members upon seventy-two (72) hours notice. The notice shall include an agenda for the meeting and shall be available to the public at least seventy-two (72) hours before any special meeting.
4. Emergency meetings will be called only under unforeseen circumstances that demand immediate action to protect the health, safety and property of the citizens or to protect the public body from substantial financial loss. The Board of County Commissioners will avoid emergency meetings whenever possible. Emergency meetings may be called by the Chairman or a majority of the members upon twenty-four hours notice, unless protecting Cibola County from substantial financial loss or a threat to the health, safety and property of the citizens requires less notice. The notice shall include an agenda for the meeting. Within ten (10) days of taking action on an emergency matter, the Chairman, on behalf of the Board, shall report to the New Mexico Attorney General's Office the action taken and the circumstance creating the emergency unless the made pursuant to a declaration of state or national emergency.
5. For the purposes of regular meetings and special meetings described in paragraphs 2 and 3 of this resolution, notice requirements are met if the date, time, place and a copy of the agenda is placed on the Cibola County website at <http://www.cibolacountynm.com>. Notice should be posted at the Cibola County Administration Building, 515 West High Street, Grants, NM 87020 or 700 E. Roosevelt Ave. Suite 50, Grants, NM 87020. Copies of the agenda notice shall also be mailed, faxed or emailed to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.
6. For the purposes of emergency meetings described in paragraph 4 of this resolution, notice requirements are met if notice of the date, time, place and agenda is provided by telephone, facsimile or email to newspapers of general circulation in the County and is placed on the Cibola County website at <http://www.cibolacountynm.com>. Notice should be posted at the Cibola County Administration Building, 515 West High Street, Grants, NM 87020 or 700 E. Roosevelt Ave. Suite 50, Grants, NM 87020. Copies of the agenda notice shall also be mailed, faxed or emailed to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.

7. In addition to the information specified above, all agendas shall include the following language:

*“If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting please contact the Cibola County Administration Building, 515 West High Street, Grants, NM 87020 or 700 E. Roosevelt Ave. Suite 50, Grants, NM 87020, phone (505)287-9431 at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Cibola County Administration if a summary or other type of accessible format is needed.”*

8. The Cibola County Board of County Commissioners may close a meeting to the public only if the subject matter of such discussion or action is exempted from the Open Meeting requirement under Section 10-15-1 (H) (1 through 10) of the Open Meetings Act.
  - A. If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the County Commission taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.
  - B. If a closed meeting is conducted when the Board of County Commissioners is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity is given to the members of the general public.
  - C. Following completing of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.
  - D. Except as proved in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a close meeting shall be made by vote of the Board of County Commissioners in an open public meeting.
9. A member of the Cibola County Board of County Commissioners may participate in a meeting by means of a conference telephone or other similar communications equipment when it is difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time, and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.
10. Cibola County Resolution 15-33 is hereby repealed with the adoption of this resolution.

**APPROVED, ADOPTED, AND PASSED** on this 26th day of October, 2016.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
T. WALTER JARAMILLO, CHAIRMAN

\_\_\_\_\_  
ROBERT ARMIJO, DISTRICT I

\_\_\_\_\_  
JACK MOLERES, DISTRICT III

\_\_\_\_\_  
PATRICK SIMPSON, DISTRICT IV

\_\_\_\_\_  
LLOYD F. FELIPE, DISTRICT V

ATTEST BY:

\_\_\_\_\_  
ELISA BRO, COUNTY CLERK

\* Amended to reflect new website address and soon to be new Administration Bldg.





BOARD OF COUNTY COMMISSIONERS

RESOLUTION No. 16-52

**A Resolution Relating to Adoption and Establishment of Rules for the Accrual of  
Deduction of Time for Good Behavior and Industry**

**PREAMBLE**

**WHEREAS**, NMSA 1978, Section 4-38-1 provides that the powers of the county are exercised by its Board of County Commissioners; and,

**WHEREAS**, NMSA 1978, Section 33-3-1, *et. seq.* provides that counties are responsible for the operation of jails; and,

**WHEREAS**, NMSA 1978, Section 33-3-9 *et seq.* provides that county jail administrators, with the approval of a committing or presiding judge, may grant sentenced inmates deduction of time for good behavior and industry, and shall establish rules for accrual of deductions.

## SECTION I. GENERAL PROVISIONS

- A. Policy.** To implement a system of deductions for good behavior and industry that is consistent with the County's goal of expedited rehabilitation and reintegration of inmates designated by the sentencing courts as deserving of eligibility for deductions.
- B. Applicability.** Any inmate serving a sentence for which he or she has been committed to the custody of the County, other than for a violation of probation when probation was imposed pursuant to one or more felony convictions, who has been deemed eligible to earn deductions by the committing or presiding judge, and who has completed service of any applicable statutory minimum sentence or judicially imposed term of ineligible time.
- C. Limitation.** Earned Deductions shall not exceed one-half of the eligible inmate's total days of commitment. The Sentencing Judge may limit eligibility to less than one-half of the eligible inmate's total days of commitment;
- D. Definitions.**
- a. Disciplinary Hearing: Initial meeting conducted by the disciplinary hearing officer on contested incident reports for the purpose of substantiating or dismissing the reports.
  - b. Disciplinary Hearing Officer: Jail Administrator or his or her designee who conducts a disciplinary hearing.
  - c. Earned Deductions: Time for Good Behavior and/or Time for Industry.
  - d. Eligible Inmate: Person sentenced to the custody of the County, wherever they may be physically housed, by the filing of a Judgment and Sentence or any other competent court order that specifically designates them as eligible to receive full or partial earned deductions who has not become ineligible as a result of substantiated incidents of misconduct.
  - e. Eligible Inmate Log: Documentation on each eligible inmate prepared and updated monthly by detention personnel for the purpose of accounting earned deductions.
  - f. Good Behavior: Absence of both Major and Minor substantiated misconduct.

- g. Appeal Hearing: Meeting conducted by the Appeal hearing officer upon an eligible inmate's Appeal of the disciplinary hearing officer's decision to substantiate an incident report.
- h. Appeal Hearing Officer: Designee of the Detention Advisor/Administrator or his or her designee who conducts an Appeal hearing.
- i. Incident Report: Documented incidents of misconduct allegedly committed by an eligible inmate.
- j. Industry: active participation in inmate programs, including but not limited to, trustee status, community service programs, community outreach programs, mental health programs, substance abuse programs, and educational programs. Industry does not include participation in paid work programs or primarily religious programs.
- k. Major Misconduct: Conduct or conspiracy to commit conduct that would constitute a criminal offense, including but not limited to, battery resulting in at least temporary disfigurement to another inmate, battery on detention personnel, property damage, misuse or unauthorized possession of restricted controlled substances, escape, use or possession of weapons, and larceny.
- l. Minor Misconduct: Failure to abide by the rules of the detention center where the eligible inmate is being housed, including but not limited to, disruptive or disrespectful conduct, refusal to follow a lawful order, and contact with any party to which the eligible inmate has been prohibited contact by the Courts.
- m. Substantiated Misconduct: conduct either admitted to by the inmate or deemed committed to the satisfaction of the disciplinary hearing officer.
- n. Time for Good Behavior: eligibility for up to ten (10) days deduction of time, per month, for eligible inmates.
- o. Time for Industry: eligibility for up to five (5) days deduction of time per month, for eligible inmates.
- p. Unsubstantiated Misconduct: conducted not deemed to have been committed by the disciplinary hearing officer or the appeal hearing officer.
- q. Working days: Monday thru Friday, 8:00 am – 5:00 pm with the exception of holidays or inclement weather.

## **SECTION II. DISCIPLINARY PROCEDURES**

### **A. Misconduct in General**

- a. It shall be the duty of detention center personnel to document incidents of misconduct allegedly committed by an eligible inmate, whether they occur in the local facility, another facility, in Court, or while on a release program, excluding inmates on furlough.
- b. The Incident Report should include the name of the eligible inmate; the date, time and place of the alleged misconduct; the name of the officer(s) who witnessed or investigated the alleged misconduct; the name(s) of witnesses, the type of misconduct alleged; a description of consequences upon substantiation of the misconduct; the opportunity for a disciplinary hearing if the misconduct is denied; and a portion where the inmate may later indicate whether the alleged misconduct is admitted or denied and may provide his or her signature to that effect. The Incident Report shall be completed and submitted to the Jail Administrator or his/her designee within three (5) working days of the incident coming to the attention of personnel.
- c. The Jail Administrator or his or her designee shall review the Incident Report for completeness, provide a copy to the eligible inmate, inform the eligible inmate of the consequences of substantiation of the report and the opportunity for a disciplinary hearing, and obtain the inmate's admission or denial accompanied by the inmate's signature on the report within two (2) working days of submission.
- d. If the eligible inmate denies the alleged misconduct, a disciplinary hearing should be held within seven (7) working days of the inmate's denial, and the inmate given notice of the hearing as soon as practicable.
- e. Good cause may justify reasonable continuances of applicable time limits.

### **B. Disciplinary Hearings**

1. Conduct of Disciplinary Hearings.
  - a. The Detention Advisor/Administrator or his or her designee shall be the disciplinary hearing officer for sentenced inmates.
  - b. The disciplinary hearing officer will meet with personnel who compiled the Incident Report or witnessed the alleged misconduct, the inmate, and other

witnesses are permitted as determined relevant to the matter by the officer. At this informal hearing, the eligible inmate will have an opportunity to respond to the allegations.

- c. The disciplinary hearing officer may also review and consider any relevant physical or documentary evidence.
- d. Hearsay is permitted as long as it is deemed sufficiently trustworthy.
- e. The hearing should be held with all parties physically present if practicable, but if the eligible inmate is being housed elsewhere, and particularly if the alleged misconduct took place elsewhere, video conferencing or telephonic conferencing is permissible.
- f. The hearing need not be recorded.
- g. If, upon completion of the hearing or any reasonable amount of time required for consideration, the disciplinary hearing officer is satisfied that the misconduct occurred, he or she shall substantiate the Incident Report. If the officer is not satisfied that the misconduct has occurred, he or she shall dismiss the report.
- h. Good cause may justify reasonable continuances of applicable time limits.

## 2. Allegations of Major Misconduct---Special Considerations.

- a. If Major Misconduct is alleged and the incident has been or will be referred for criminal prosecution, the eligible inmate shall be provided *Miranda* warnings.
- b. The disciplinary hearing officer shall not compel the eligible inmate's testimony nor use his or her silence against him.
- c. If Major Misconduct is alleged and the eligible inmate is convicted of a crime prior to the disciplinary hearing, the misconduct shall be automatically substantiated.

## C. Appeal

### 1. Method of Appeal

- a. The eligible inmate shall be apprised in person if the Incident Report is substantiated at the conclusion of the disciplinary hearing, or in writing

should the hearing officer need time to consider and ultimately substantiates the Incident Report.

- b. The eligible inmate shall be advised, either in person or in writing, depending upon the method by which he or she is being apprised of substantiation, of the opportunity to grieve the disciplinary hearing officer's decision within two (2) working days of the substantiation.
- c. The eligible inmate must advise personnel of his or her decision to grieve, either orally or in writing, within two (2) working days of notice of the substantiation.
- d. Detention personnel shall advise the Detention Advisor/Administrator or his or her designee of the Appeal within three (3) working days of the decision to Appeal.

A. Conditions and Actions Not Appealable

- a. The validity of the applicable rule, policy, or ordinance constituting the basis for the misconduct.
- b. The validity or conduct of the disciplinary hearing.
- c. The validity of this Resolution.

B. Conduct of Appeal Hearings

- a. The Detention Advisor/Administrator or his or her designee shall schedule an Appeal hearing within ten (10) working days of notification by detention personnel.
- b. Notice of the hearing should be given to the detention center and the inmate not less than seventy-two (72) hours prior to the commencement of the hearing.
- c. The Appeal hearing officer shall be appointed by the Detention Advisor/Administrator or his or her designee. The officer should not have involvement in the initial incident in question.
- d. Appeal hearings shall be conducted by the same procedures and in the same manner as disciplinary hearings.
- e. The Appeal hearing officer shall review the information presented and render a decision without regard to the decision made to substantiate by the disciplinary hearing officer.

- f. If, upon completion of the hearing or any reasonable amount of time required for consideration, the Appeal hearing officer is satisfied that the misconduct occurred, he or she shall confirm substantiation of the Incident Report. If the officer is not satisfied that misconduct was committed, he or she shall dismiss the report.
- g. Good cause may justify reasonable continuances of applicable time limits.

#### **D. CALCULATION OF CREDIT**

1. ACCOUNTING. Upon an eligible inmate receiving a Judgment and/or Sentence, detention personnel shall prepare an eligible inmate log, indicating the inmate's name and number, court case number(s) under which the eligible inmate is serving his or her sentence, total number of days of imposed incarceration less presentence confinement credit, and anticipated date of release. At the end of each calendar month or in anticipation of an eligible inmate being released prior to the end of the calendar month, detention personnel shall update the log with days of earned deduction accrued during the reporting month, broken down to days earned for Time for Good Behavior and Time for Industry, if applicable, and prorated for eligible inmates who have served less than one month of their sentence.

The report form shall indicate the presence or absence of substantiated incidents of Major or Minor Misconduct and a brief description of incidents of Misconduct currently under review. The report form shall also indicate the program(s) the eligible inmate is actively participating in if earned deductions for Industry have been granted during the reporting month.

#### **2. CALCULATION**

- a. Upon substantiation of the first incident of minor misconduct, the eligible inmate will lose five (5) days of earned credit; or, if not yet earned, will not be eligible to earn a total of five (5) days of earned credit. If the appeal hearing officer dismisses the report, earned deductions will be reinstated.
- b. Upon substantiation of the second incident of minor misconduct, the eligible inmate will lose ten (10) days of earned credit; or, if not yet earned, will not be eligible to earn a total of ten (10) days of earned credit. If the appeal hearing officer dismisses the report, earned deductions will be reinstated.
- c. Upon substantiation of the third incident of minor misconduct, the eligible inmate will lose fifteen (15) days of earned credit; or, if not yet earned, will not be eligible to earn a total of fifteen (15) days of earned credit. If the appeal hearing officer dismisses the report, earned deductions will be reinstated.

- d. Upon substantiation of the fourth incident of minor misconduct, the eligible inmate will lose twenty (20) days of earned credit; or, if not yet earned, will not be eligible to earn a total of twenty (20) days of earned credit and will not be eligible to earn further credits. If the appeal hearing officer dismisses the report, earned deductions will be reinstated, and the inmate will be eligible to earn further deductions.
- e. Upon substantiation of the first incident of major misconduct, the eligible inmate will lose twenty (20) days of earned credit; or, if not yet earned, will not be eligible to earn a total of twenty (20) days of earned credit. If the appeal hearing officer dismisses the report, earned deductions will be reinstated.
- f. Upon substantiation of the second incident of major misconduct, the eligible inmate will lose thirty (30) days of earned credit; or, if not yet earned, will not be eligible to earn a total of thirty (30) days of earned credit and will not be eligible to earn further credits. If the appeal hearing officer dismisses the report, earned deductions will be reinstated and the inmate will be eligible to earn further deductions.

**APPROVED, ADOPTED, AND PASSED** on this 26<sup>th</sup> day of October, 2016.

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Robert Armijo  
Commissioner, District I

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T. Walter Jaramillo  
Commissioner, District II

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Jack Moleres  
Commissioner, District III

---

Patrick Simpson  
Commissioner, District IV

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Lloyd F. Felipe  
Commissioner, District V

Attest:

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Elisa Bro  
Cibola County Clerk



BOARD OF COUNTY COMMISSIONERS

## Julie Quintana

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**From:** Shannon DeVine <shannon.codeenforcement@gmail.com>  
**Sent:** Friday, September 30, 2016 1:16 PM  
**To:** julieq@co.cibola.nm.us  
**Subject:** Street Lights

Good Afternoon,

We had a request in our office that there was not any street lights off of Betty Dr. and Rodeo Grounds Rd. near the Cow Palace. They had asked if they could get street lights on the poles # 52900 & 77488. We had requested a quote from CDEC but were told these were on the County side and not the City. We are asking if the County could please install street lights there as the residents in that area fear because there are no street lights, that an accident could occur. Please let us know.

Thank you very much.

**Shannon DeVine**  
Administrative Assistant  
City of Grants-Code Enforcement  
505-285-3981 Phone

## **CONSENT AND ACKNOWLEDGMENT OF SUBORDINATION**

This CONSENT AND ACKNOWLEDGMENT OF SUBORDINATION (“**Agreement**”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between CIBOLA COUNTY, NEW MEXICO, a political subdivision of the State of New Mexico (the “**Subordinate Issuer**”), RED MESA WIND, LLC, a Delaware limited liability company (the “**Company**”), and KEYBANK NATIONAL ASSOCIATION, as collateral agent (the “**Collateral Agent**”) on behalf of the secured parties pursuant to a Credit Agreement dated \_\_\_\_\_, 2016, among such secured parties, the Company, certain affiliates of the Company, and certain other parties thereto.

### **RECITALS**

A. The Company is the original tenant under a certain Wind Ranch Lease Agreement (“**Project Site Lease**”) evidenced by a Memorandum of Wind Ranch Lease Agreement fully executed as of March 15, 2010, and recorded May 11, 2010, in the Office of the County Clerk of Cibola County, New Mexico, as Document No. 201001056.

B. As part of an industrial revenue bond transaction, the Company transferred its interest in the Project Site Lease to Subordinate Issuer pursuant to a Bill of Sale and Assignment Regarding Equipment and Lease recorded October 1, 2010, in the Office of the Clerk and Recorder of Cibola County, New Mexico, as Document No. 201002447, with an effective date of October 2, 2010.

C. As part of the same industrial revenue bond transaction, the Subordinate Issuer and the Company entered into that certain Lease Agreement (the “**Bond Lease**”) effective October 2, 2010, and recorded October 1, 2010, in the Office of the County Clerk of Cibola County, New Mexico, as Document No. 201002449, pursuant to which Issuer sublet the Project Property (as such term is defined in the Bond Lease) back to the Company.

D. As part of the same industrial revenue bond transaction, Subordinate Issuer pledged its interest in and to the Collateral (as defined herein) pursuant to an Indenture, effective as of October 2, 2010 (the “**Indenture**”) securing \$215,000,000.00 Cibola County, New Mexico Taxable Industrial Revenue Bonds (Red Mesa Wind Project) Series 2010 (the “**Bonds**”) in favor of Red Mesa Wind Investments, LLC (the “**Bond Purchaser**”). Pursuant to Sections 301 and 302 of the Indenture, such pledge was expressly made subject and subordinate to any First Lender Mortgage (as defined in the Indenture).

E. The parties hereto now wish to further evidence the subordination of the Subordinate Issuer’s interest in the Collateral to that of the Collateral Agent by entering into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subordinate Issuer, the Company and Collateral Agent do hereby state, declare and establish as follows:

## **AGREEMENT**

1. The Subordinate Issuer hereby expressly consents to and acknowledges Collateral Agent's security interest or other interests or rights in the following property (collectively and individually, the "**Collateral**"):

- (i) all the Subordinate Issuer's right, title and interest in and to the Project Property, the Bond Lease and any other easement, lease, sublease, license, concession or other grant of a possessory or use interest in the Project Property to the extent the Subordinate Issuer has any interest therein, but reserving under the Bond Lease its rights under Section 4.14 of the Indenture (to receive payments in lieu of taxes), Section 6.02 of the Indenture (to receive indemnification), Section 5.03(b) of the Indenture (to receive Additional Payments, as defined in the Bond Lease), and to give any consents which the Subordinate Issuer is entitled to give;
- (ii) the moneys and investments in the Bond Fund (as defined in the Indenture) and all proceeds or reserves payable to the Subordinate Issuer pursuant to the Bond Lease or the Indenture (including, without limitation, insurance and eminent domain proceeds) with respect to the Project Property; and
- (iii) all lease rentals, revenues, profits, and receipts receivable by or on behalf of the Subordinate Issuer from the Project Property.

2. The Subordinate Issuer hereby consents, agrees, and acknowledges that the agreements, documents, and instruments by which the Company grants to the Collateral Agent a security interest in and to the Collateral and its proceeds shall, collectively, be a "First Lender Mortgage" (as defined in the Indenture), and the Collateral Agent and the secured parties under the Credit Agreement shall be "Lenders" (as defined in the Indenture).

3. The Subordinate Issuer hereby agrees to subordinate, and it hereby does subordinate, to Collateral Agent's interests in the Collateral, any rights, interests, liens, or claims the Subordinate Issuer has or may hereafter have in the Collateral and its proceeds, whether arising pursuant to the Indenture, Bonds, Project Site Lease, Bond Lease, statute, common law, or otherwise.

4. This Agreement shall be binding upon, and inure to the benefit of, the Collateral Agent and the Bond Purchaser, as well as their respective successors, assigns and permitted transferees.

5. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of New Mexico, without reference to its principles of conflicts of laws.

6. This Agreement shall terminate upon the date on which all Obligations (as defined in the Credit Agreement) under the Credit Agreement, other than contingent liabilities and obligations that are unasserted at such date, have been indefeasibly paid and satisfied in full and all Commitments (as defined in the Credit Agreement) have been terminated.

7. This Agreement may be executed in counterparts, each of which, when so executed, shall be deemed an original, but all of which counterparts shall constitute one and the same instrument.

***[SIGNATURE PAGES TO FOLLOW]***

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

SUBORDINATE ISSUER:

CIBOLA COUNTY, NEW MEXICO

By: \_\_\_\_\_

Name: Tony Boyd

Title: County Manager

STATE OF NEW MEXICO  
COUNTY OF CIBOLA

This instrument was acknowledged before me on \_\_\_\_\_, 2016, by Tony Boyd, as County Manager of Cibola County, a political subdivision of the State of New Mexico.

(Seal, if any)

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

COMPANY:

RED MESA WIND, LLC

\_\_\_\_\_  
Name:

Title:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2016 by \_\_\_\_\_, as \_\_\_\_\_ of Red Mesa Wind, LLC, a Delaware limited liability company.

(Seal, if any)

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

COLLATERAL AGENT:

KEYBANK NATIONAL ASSOCIATION

By: \_\_\_\_\_

Name:

Title:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_ of KeyBank National Association, a national banking association.

(Seal, if any)

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_



## Julie Quintana

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**From:** Martha Briggs <mbriggs@co.mckinley.nm.us>  
**Sent:** Thursday, October 20, 2016 3:40 PM  
**To:** Billy Moore; amarrufo@gallupnm.gov; Carol B. Muskett; carveroil@qwestoffice.net; Carol B. Muskett; julieq@co.cibola.nm.us; dromero@gallupnm.gov; lin\_gar505@hotmail.com; Dezirie Gomez; dbaca@7cities.net  
**Subject:** NWNMRSWA BRD MTG NOV 10 2016

Hello Everyone,

We have rescheduled the Board meeting to November 10, 2016 at 8:30 a.m. We hope that this is not an inconvenience to anyone, but in order to go forward with the JPA amendment we needed to have it in November.  
If you have any questions, please let us know.  
Thanks for your patience,

Martha Briggs  
Accountant  
NWNMRSWA  
505-905-8400=

No  
Documentation  
for this Item

No  
Documentation  
for this Item

No  
Documentation  
for this Item

COUNTY OF CIBOLA

**Legal Services Agreement**

THIS AGREEMENT is made and entered into by and between Cibola County of New Mexico, hereinafter referred to as the "County," and **German•Burnette and Associates, LLC.**, hereinafter referred to as the "Attorney," and is effective as of the date set forth below:

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

A. Prepare recommended forms of employment contracts for hiring Voting Rights Coordinators, referred to as VRCs to work under the supervision and direction of the Cibola County Clerk and to perform duties attendant to the County's obligations under Section 203 of the Voting Rights Act, 42 USC 1973aa-1a; in connection with preparation of such recommended contract forms, to review applicable County policies, the Voting Rights Act and the County's prior and current obligations thereunder and to consult and advise the County Clerk regarding the terms of the VRC contracts; and for such other services as agreed to by County and Attorney. German•Burnette and Associates shall provide the County with regular reports on the status of matters pertaining to this contract. Such reports to be provided on a monthly basis or other mutually agreed on intervals and to include an estimate of future fees and costs to be charged under this Agreement. The Law firm will do its utmost, subject to the County's instructions, on behalf of the County, in conformation with ethical and legal procedures to advance the County's interests. The County acknowledges that the Law firm of German•Burnette and Associates has made no representations regarding the outcome of any matter or of the total estimate of fees or costs to be incurred in connection with the representation of the County.

**2. Compensation.**

A. The County shall pay to German•Burnette and Associates in full payment for services satisfactorily performed at the rate of (\$160.00) per hour, for services rendered by the firm's lawyers with ten or more years of experience, at the rate of (\$150.00) per hours for services rendered by the firm's lawyers with fewer than ten years of experience, and at the rate of (\$50.00) per hour for services rendered by the firm's paralegals, law clerks and legal assistants.

B. In addition to the above described fees, German•Burnette and Associates shall be compensated for all costs including fees for photocopying at the rate of \$0.20 per page, mileage at the rate of \$0.55 per mile and shall be reimbursed at cost for all other costs, including postage, any telephone charges, filing fees and other expenses directly incurred in connection with the representation of the County.

C. German•Burnette and Associates shall obtain approval of the County prior to incurring any costs exceeding One Hundred Dollars (\$100.00) and will not exceed (\$60,000.00).

D. Under no circumstances will German•Burnette and Associates pay for or be liable for incidental expenses incurred in connection with advising the Client.

E. In addition to the above described attorney's fees and expenses, German•Burnette and Associates shall be paid gross receipts tax upon fees and costs charged pursuant to the Agreement. The New Mexico gross receipts tax levied on the amounts payable under this Agreement will be calculated using the GRT rate determined by where the work is done, and shall be paid by the County to German•Burnette and Associates.

F. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$60,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount County herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

G. 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 Agency 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.

H. Contractor must submit a detailed invoices accounting for all services performed and expenses incurred. If the Agency

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 Agency 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 agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

**3. Term.**

This Agreement shall terminate on November 1, 2017 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract 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 County or the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency 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 Agency and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County of New Mexico 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 New Mexico 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 Agency.

**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 Agency. 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 Procuring Agency.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the County of New Mexico 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 Agency.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of New Mexico and shall be delivered to the Agency 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 Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with Section 10-16-7(A) 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(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) 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 Agency's making this Agreement;

4) this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) 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

6) 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 Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into

by the parties. Contractor shall provide immediate written notice to the Agency 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 Agency and notwithstanding anything in the Agreement to the contrary, the Agency 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.**

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

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**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 and County laws and rules and regulations, and executive orders of the Governor of the County of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the County of New Mexico, the Contractor assures that no person in the United County's 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.**

The laws of the County of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the County 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 County 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 Agency.

**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 Agency, the Department of Finance and Administration and the County Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

**20. New Mexico Employees Health Coverage.**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the County exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of

employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the County.

**21. Employee Pay Equity Reporting**

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the County employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the County Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured

pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

**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. 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 Attorney: German•Burnette and Associates,

To the Contractor: Cibola County

**25. 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.

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

By:  Date: 10-14-16  
for Elizabeth L. German

Printed Name: Elizabeth L. German

Address: 11728 Linn Avenue NE, Albuquerque, N.M. 87123

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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
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