

# **CIBOLA COUNTY BOARD OF COMMISSIONERS**

Jack Molerés  
Chairman

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

Robert Windhorst  
2<sup>nd</sup> Vice Chairman

Daniel Torrez  
Commissioner

Martha Garcia  
Commissioner

**Workshop / Special Meeting  
February 9, 2017 at 5:00 p.m.  
Cibola County Commission Chamber  
700 East Roosevelt Ave, Suite 50**

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Prayer**
5. **Approval of Agenda**
6. **Commission Workshop** (For Discussion Purposes Only)
  - a. Budget Discussion-ways to reduce the spending and decrease FY17 Budget
  - b. Resolution 17-15, Chief Deputy Pay
  - c. Discussion on Resolution 16-48 Use of Public Buildings
  - d. Global Contract
  - e. Discussion on Resolution 17-17 NextEra Inducement
  - f. Letters on notice NextEra PILT
  - g. Historical Society Use of Office Building
  - h. Road Department Inventory
7. **Unfinished Business – Action May Be Taken**
  - a. Consideration of Resolution 17-15, Chief Deputy Pay
  - b. 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
  - c. Consideration of Contract
    - a) Global Contract
  - d. Consideration of Resolution 17-17, NextEra Inducement
  - e. Consideration of Delivery of Notice to Cibola Hospital, County Assessor, and Grants Cibola County School District Regarding Counties Consideration of the Bond Ordinance
8. **Announcements**

The next Regular Commission Meeting will be held on Thursday, February 23, 2017 at 5:00 p.m. immediately following the Board of Finance Meeting in the County Convention Room.
9. **Adjournment**

## Utilities

		Average Daily Cost	156 Days	30%
Electric	\$82,657.20	\$209.04		
Water/Sewer	\$27,323.16	\$69.10		
Gas-PNM	\$4,870.03	\$12.32		
Gas-Tiger Natural Gas	\$10,567.16	\$26.72		
<b>Total</b>	<b>\$125,417.55</b>	<b>\$317.18</b>	<b>\$49,479.80</b>	<b>\$14,843.94</b>

## Holidays

		Salary per Day
Good Friday	April 14, 2017	\$19,612.77
Veterans Day	November 10, 2017	\$19,612.77
Thanksgiving Day After	November 24, 2017	\$19,612.77
<b>Total</b>		<b>\$58,838.31</b>

## Vehicle Usage

		Average Daily Cost	52 days
Total for 2015/2016	\$206,016.78	\$792.37	<b>\$41,203.36</b>

## Furlough Days

	Daily Pay	Total
1 day per Pay Period	\$19,612.77	<b>\$509,932.02</b>
1 day per Week	\$19,612.77	<b>\$1,019,864.04</b>

## Employee Insurance

		Savings
Currently @90% Employer	\$1,652,149.00	
Reduce to 80%	\$1,468,576.89	<b>\$183,572.11</b>
Reduce to 70%	\$1,285,004.78	<b>\$367,144.22</b>
Reduce to 60%	\$1,101,432.67	<b>\$550,716.33</b>

## Verizon

	Phone Paid	Tablet	Total	Stipend	Savings
Jack Moleres	<b>\$52.00</b>	<b>\$43.00</b>	\$95.00	\$75.00	\$20.00
Robert Armijo	<b>\$52.00</b>	<b>\$43.00</b>	\$95.00	\$75.00	\$20.00
Danny Torrez	\$52.00	<b>\$43.00</b>	\$95.00	\$75.00	\$20.00
Robert Windhorst	\$52.00	\$43.00	\$95.00	\$75.00	\$20.00
Martha Garcia	\$52.00	\$43.00	\$95.00	\$75.00	\$20.00
<b>Total</b>	<b>\$260.00</b>	<b>\$215.00</b>	<b>\$475.00</b>	<b>\$375.00</b>	<b>\$100.00</b>
<b>Annual Total</b>	<b>\$3,120.00</b>	<b>\$2,580.00</b>	<b>\$5,700.00</b>	<b>\$4,500.00</b>	<b>\$1,200.00</b>

**Cut 2% 457 Plan**

**\$39,902.00**

**Annual Savings**

		<b>Insurance :80%</b>	<b>Insurance:70%</b>	<b>Insurance: 60%</b>
4/10's	\$114,885.61	\$183,572.11	\$367,144.22	\$550,716.33
I Furlough PPD, 90% Insurance	\$607,081.32			
I Furlough PPD, 80% Insurance	\$790,653.43			
I Furlough PPD, 70% Insurance	\$974,225.54			
I Furlough PPD, 60% Insurance	\$1,157,797.65			
1 Furlough/Week, 90% Insurance	\$1,117,013.34			
1 Furlough/Week, 80% Insurance	\$1,300,585.45			
1 Furlough/Week, 70% Insurance	\$1,484,157.56			
1 Furlough/Week, 60% Insurance	\$1,667,729.67			



**CIBOLA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**RESOLUTION 17-15**

**BENEFITS & SALARIES OF APPOINTED OFFICIALS**

**WHEREAS**, the Board of County Commissioners of Cibola County, met in a meeting on January 26, 2017, at 5:00 pm in the Cibola County Commission Chamber, 700 East Roosevelt Ave. Suite 50, Grants, NM 87021; and,

**WHEREAS**, NMSA 1978, Section 10-1-13 (C) (2012) provides in pertinent part that “[e]ach county officer shall appoint a deputy or clerk, as allowed by law, who shall take the oath of office required of the appointing county officer and shall receive salary as provided by law;” and,

**WHEREAS**, NMSA 1978, Section 4-41-5 (1975) provides that “[t]he sheriffs in all the counties of this state shall have power to appoint deputies, who shall remain in office at the pleasure of such sheriffs; except that in counties which have established a merit system by ordinance, the provisions of the ordinance shall control the demotion and discharge of deputies and other employees of the sheriff’s office, except for one under-sheriff and an executive secretary, both of whom shall hold exempt positions;” and,

**WHEREAS**, the Undersheriff, the Sheriff’s Executive Secretary and chief deputies of elected officials are appointed by the respective elected officials and not subject to the terms of the County’s Personnel Policy Ordinance; and,

**WHEREAS**, in order to provide clear guidance to County Administrative Personnel & Payroll Staff the Board of County Commissioners has determined that it is necessary, to clarify and restate the conditions of employment and the salary & benefits afforded to Undersheriff, the Sheriff’s Executive Secretary and chief deputies of elected officials.

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

1. The Undersheriff, the Sheriff’s Executive Secretary and chief deputies of elected officials (hereinafter referred to as “Appointed Officials”) may be appointed at the sole discretion of the respective elected official and are terminable at will.

2. The Appointed Officials are FLSA Exempt positions, do not accumulate sick or annual leave and are required to work at time, place and manner directed by their respective elected official.
3. Appointed Officials must participate in PERA, unless specifically excluded by the Public Employee Retirement Association per law, and are subject the all federal and state wage withholding requirements.
4. The salary rate of the Sheriff's Executive Secretary shall be 58.3% of the Sheriff's Salary.
5. The salary rate of the Under-Sheriff, Chief Deputy Assessor, Chief Deputy Clerk and Chief Deputy Treasurer shall be as follows:

	<b>Experience</b>	<b>Compensation</b>
a.	4 Years or Less of Employment with the Respective County Office or Equivalent	70% of the Elected Official's Salary
b.	4-6 Years of Employment with the Respective County Office	80% of the Elected Official's Salary
c.	More than 6 Years of Employment with the Respective County Office	90% of the Elected Official's Salary

**APPROVED, ADOPTED, AND PASSED** on this 26<sup>th</sup> day of January, 2017.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
JACK MOLERES, CHAIRMAN

\_\_\_\_\_  
ROBERT ARMIJO, 1<sup>ST</sup> VICE CHAIRMAN

\_\_\_\_\_  
ROBERT WINDHORST, 2<sup>ND</sup> VICE CHAIRMAN

\_\_\_\_\_  
MARTHA GARCIA, COMMISSIONER

\_\_\_\_\_  
DANIEL TORREZ, COMMISSIONER

ATTEST BY:

\_\_\_\_\_  
MICHELLE E. DOMINGUEZ, COUNTY CLERK



**Cibola County  
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 Maintenance 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/ Maintenance Director of any events being held. The keys for the Community will centralized in the Maintenance 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 Maintenance Director 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.

## **VI. 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.
- D. 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.

- E. 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.

## **VII. 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.

## **VIII. 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.

## **IX. 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 Maintenance Director 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.

**X. 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.

**XI. 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.

**XII. 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

**APPROVED, ADOPTED, AND PASSED** on this 26<sup>th</sup> day of January, 2017.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
JACK MOLERES, CHAIRMAN

\_\_\_\_\_  
ROBERT ARMIJO, 1<sup>ST</sup> VICE CHAIRMAN

\_\_\_\_\_  
ROBERT WINDHORST, 2<sup>ND</sup> VICE CHAIRMAN

\_\_\_\_\_  
MARTHA GARCIA, COMMISSIONER

\_\_\_\_\_  
DANIEL TORREZ, COMMISSIONER

ATTEST BY:

\_\_\_\_\_  
MICHELLE E. DOMINGUEZ, COUNTY CLERK

Exhibit A  
**APPLICATION FOR USE**

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

Address: \_\_\_\_\_

Date Needed: \_\_\_\_\_ Time: From \_\_\_\_\_ TO: \_\_\_\_\_

Reason for Building Use: \_\_\_\_\_

Number of People Expected: \_\_\_\_\_

Fees: Cleaning/Damage Deposit (Refundable if facility does not need cleaning/no damage): \$350.00

Wedding: up to 4 hours: \$250.00; 4-6 hours: \$350.00

Birthday Party: up to 4 hours: \$175.00

Meetings, non-governmental: \$100.00

Memorial/Funeral Services: \$50.00

Baby Showers: up to 4 hours: \$175.00

Arts and Craft Shows: per day: \$350.00

Community Events: Free

County Sponsored Events: Free

County Employees: \$75.00 off of use.

Total Fees collected: \_\_\_\_\_ Ck #: \_\_\_\_\_

**(Any and all fees may be waived by the County Manager.)**

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of County Official: \_\_\_\_\_ Date: \_\_\_\_\_

## 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 Maintenance Director for your event.

**A copy of the Insurance must be on file with Cibola County Maintenance Director 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

## PROFESSIONAL SERVICES CONTRACT

### CIBOLA COUNTY

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

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

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

2. **Compensation.**

A. The County shall pay to the Contractor in full payment for services satisfactorily performed Fifty-Four Thousand Dollars and no cents (\$54,000.00) semi-annually, to be invoiced in equal monthly amounts after performance of the services. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$ 4,252.50 shall be paid by the County to the Contractor in equal monthly amounts. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$58,252.50. In no event will the Contractor be paid any amount in excess of the specified total amount payable without this Agreement being amended in writing.

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

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



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

**3. Term.**

This Agreement is for Six (6) months from the date of approval by the Cibola County Board of County Commissioners. This Contract will not automatically renew on a semi-annual basis, but must be presented to and approved by the Cibola County Commission for the six (6) additional months' term unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**4. Termination.**

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

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

**5. Appropriations.**

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

6. **Status of Contractor.**

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

7. **Assignment.**

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

8. **Subcontracting.**

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

9. **Release.**

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

10. **Confidentiality.**

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

**11. Product of Service – Copyright.**

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

**12. Conflict of Interest; Governmental Conduct Act.**

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

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

- 1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;
- 2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;
- 4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
- 5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

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

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

**13. Amendment.**

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

**14. Merger.**

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

**15. Penalties for violation of law.**

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

**16. Equal Opportunity Compliance.**

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

**17. Applicable Law.**



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

**18. Workers Compensation.**

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

**19. Records and Financial Audit.**

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

**20. Disclaimer and Hold Harmless.**

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

**21. Indemnification.**

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

**22. Invalid Term or Condition.**

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

**23. Enforcement of Agreement.**

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

**24. Authority.**

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

**25. Lobbying.**

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

**26. Approval of Contractor Personnel.**

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

**27. Survival.**

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



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

**28. Succession.**

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

**29. Force Majeure.**

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

**30. Mediation.**

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

**31. Notice to Proceed.**

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

**32. Attorney's Fees.**

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

**33. Cooperation.**

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

**34. Incorporation and Order of Precedence.**

Request for Proposals No. FY2016-05-02 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
  2. this contract itself; then
  3. the Request for Proposals; then
  4. the Contractors Best and Final Offer(s), in reverse chronological order;
- then
5. the contractor's proposal; then
  6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

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

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

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

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

- i. provide a procuring agency of the County the right to continue using the product or service;
  - ii. replace or modify the product or service so that it becomes non-infringing;
- or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the



purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

**36. Professional Liability Insurance.**

Contractor agrees to maintain in full force throughout the duration of the Agreement a lawyers professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

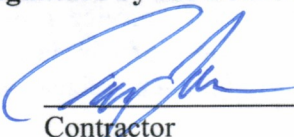
**37. Notices.**

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

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


To the Contractor: Global Corrections Group //One Sun Avenue NE Suite # 650 //Albuquerque, NM 87109

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

By:  Date: 6/27/2016  
Contractor


Printed Name: Danieray Johnson, Vice President

Address: One Sun Avenue NE Suite # 650, Albuquerque, NM 87109

By:  Date: 6-27-2016  
Cibola County Manager

Printed Name: Tony Boyd

Address: 515 West High Street  
Grants, NM 87020

By:  Date: 6-27-16  
Cibola County Purchasing Agent



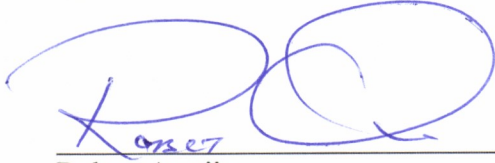
Printed Name: Frances Medina

Address: 515 West High Street  
Grants, NM 87020

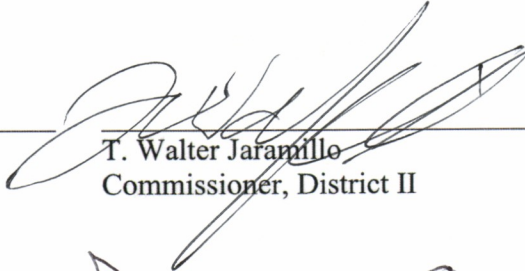


**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this 22 day of June,  
2016.



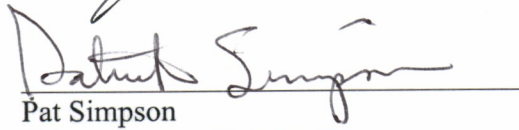
Robert Armijo  
Commissioner, District I



T. Walter Jaramillo  
Commissioner, District II



Jack Moleres  
Commissioner, District III



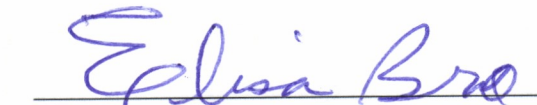
Pat Simpson  
Commissioner, District IV

**ABSENT**



Attest:

\_\_\_\_\_  
Lloyd Felipe  
Commissioner, District V

  
E Lisa Bro  
Cibola County Clerk

## Attachment 1

### Scope of Work

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

#### I. Scope of Services

The responsibility of the Contractor is to use its best efforts to render professional consulting services to Cibola County to impart expertise to assist in maintaining successful compliance, based upon Contractor's experience with the American Correctional Association and its extensive knowledge of the Federal Performance Based Detention Standards.

Included in the support services, the Contractor shall assist in providing Phase III Aftercare Services which consist of the following:

- A) Provide County Commission with monthly SCORECARD® evaluation on progress of assessment reviews and compliance procedures.
- B) Consultation to assist the County to maintain effective facility oversight.
- C) Provide onsite weekly/bi-weekly site visits as mutually agreed upon and deemed appropriate.
- D) Attend additional meetings, training, as mutually agreed and deemed appropriate.
- E) Assist with training and development of managers and Correctional staff.
- F) Make recommendations regarding **staff** assessment, hires and training needs.
- G) Assess and recommend compliance action(s) according to the Prison Rape Elimination Act (P.R.E.A.) pursuant to the Department of Justice (D.O.J.) [C.F.R. National Standards to Prevent, Detect and Respond to Prison Rape (June, 2012) referred to as the Act].
- H) Provide managerial training and mentoring to facility officials.
- I) Consulting services when working with Federal and other agencies.
- J) Oversight assistance and monitoring - perpetual-audit compliance.

K) Oversight assistance and monitoring of facility procedural compliance.

**GCG will provide:**

- In depth knowledge with Adult Detention Standards and provide documents that comply with the Adult Detention Standards
- Provide weekly, bi-weekly, (or according to an agreed schedule) on-going inspections and meet with leadership staff
- Assist with training and development
- Assist with development and tracking of scorecard process
- Provide an annual inspection and report to the County Manager (to be provided if contract is extended in May/June 2017.
- Provide monthly scorecard reports of the Detention Center progress to the County Manager
- Assist with Management interviews
- Provide assistance as outlined in this proposal and specifically as described under Section 1, Tab d, Response to Specifications

## Industrial Revenue Bond Q&A

### Q: What are IRBs and why are they issued?

- IRBs are an economic development tool available to counties and municipalities in New Mexico.
- IRBs incentivize development of projects within a county, providing job growth, capital investment and increased economic activity.
- IRBs provide tax abatements to companies for eligible projects. Without the tax abatements the projects are often not feasible. ***The Route 66 Solar Center Project cannot go forward without a property tax abatement.***
- Issuers of IRBs for solar generation projects typically receive payments in lieu of taxes (“PILOTs”) to compensate the issuer and the school district in which the solar generation project is located for a portion of the tax revenue the project would generate if it were taxable.

### Q: Is the County responsible for repaying the IRB indebtedness or for how Bond proceeds are distributed or spent?

- No. In fact, the IRB statute prohibits the County from using any of its own resources to either pay debt service on the IRBs or to operate the project being financed with the IRB.
- After the County issues the IRB, for all practical purposes (other than receiving the PILOT), the transaction is entirely between the Project Company, the Bond Purchaser and a Depositary Bank:
  - The Project Company requests advances of bond proceeds from the Bond Purchaser, which transfers the proceeds either directly to the Project Company or deposits them with the Depositary
  - The Project Company pays principal and interest on the amounts advanced by the Purchaser either directly back to the Purchaser or through the Depositary
  - The County is not involved in disbursing bond proceeds or collecting debt service on the IRBs.

### Q: What is the process for issuing IRBs?

- The County Commission adopts an Inducement Resolution indicating its intent to consider and, if appropriate, issue IRBs for a project.
  - The Inducement Resolution also authorizes publication of a notice of intent to consider an ordinance authorizing issuance of the IRBs.

- The notice must be published at least two weeks before action on the IRB ordinance.
  - The Inducement Resolution may also authorize the Project Company to acquire equipment as agent for the county (although in NextEra's case, it is likely that Route 66 Solar Center LLC will not begin to acquire equipment until after the IRBs have been issued).
- Notice is given to taxing entities within the county at least 30 days before the County Commission considers the IRB ordinance.
  - For electrical generation projects, the project company must negotiate and pay a PILOT to the school district(s) in which the project is located. The PILOT must be approved by the school district board.
  - The County Commission adopts the IRB ordinance authorizing issuance of the IRBs and approving the primary bond documents and terms.

Q: What is the legal structure of IRBs?

- The project company conveys bare legal title to the real property (by quitclaim deed or sublease) and equipment to be used in the project to the County.
- The County leases the project back to the project company. The project company has complete responsibility for operation and maintenance of the project under the lease agreement. The lease agreement has a maximum term of 30 years.
- The County issues IRBs, which are purchased by a bond purchaser.
  - The bond purchaser may be an affiliate of the project company, or may be a 3<sup>rd</sup> party lender or investor in the Project.
- When the IRBs are purchased by the bond purchaser, the proceeds are transferred in installments by the purchaser directly or through the depository to the project company (rather than through the County) to construct the project, usually over the period of constructing and equipping the Project.
- The principal and interest on the IRBs are repaid by the project company directly to the purchaser, not through the County.
  - The only revenue pledged to payment of the IRBs are the rent payments under the lease agreement between the County and the project company, which match the debt service requirements of the IRB.

- The project company is solely responsible for paying debt service on the bonds, and pays the debt service to the project company directly or to the depository (depending on the arrangement required by those parties), rather than to the County, which has no responsibility for receiving or disbursing debt service payments.
- When the bonds are fully repaid, the lease agreement is terminated and the project property is conveyed by the County back to the project company, and is returned to the property tax rolls.

Q: How do the tax abatements resulting from IRBs work?

- Because the County owns bare legal title to the real property on which the project is located, no property tax is paid for the project property between the time the IRBs are issued and the date of full repayment or final maturity (maximum of 30 years).
- The project company acquires qualifying equipment for the project as agent for the County. As a result, no gross receipts tax or compensating tax is paid on eligible equipment
  - “Ingredients of construction” are not eligible and remain subject to gross receipts tax.
  - Gross receipts tax is paid for construction materials and labor.
- The State Department of Taxation and Revenue oversees the Non-Taxable Transactions Certificates used to purchase the project equipment and materials.

Q: How do IRBs affect a County’s credit and revenues?

- IRBs are payable strictly from the payments the project company must make under the lease agreement. If the project company does not make the payments necessary to pay debt service on the IRBs, the bond purchaser, not the County, must seek to enforce the project company’s obligation.
  - If the project company became insolvent or bankrupt, this would constitute a default under the lease agreement and the County would deed the project property back to the project company, making it subject to property taxes.
  - Although it is possible that the property taxes could be delayed, reduced or set aside by a bankruptcy court, the County could object as one of the project company’s creditors
- Issuance of IRBs does not impact a County’s credit rating or ability to issue bonds or borrow money.



- The project company must pay for any outside professional fees the County incurs in connection with the IRB issuance (outside attorneys and financial advisors).
- Issuance of IRBs does not affect property tax rates or gross receipts tax rates for County residents.
- The county receives PILOTs at a negotiated amount from the project company. PILOTs can be used by the County for any legal purpose.

*January 9, 2017*

RESOLUTION NO.17-17

A RESOLUTION RELATING TO THE PROPOSED INDUSTRIAL REVENUE BONDS ENTITLED CIBOLA COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (Route 66 Solar Energy Center, LLC PROJECT), SERIES 2017; DECLARING THE INTENT OF CIBOLA COUNTY TO ISSUE SUCH INDUSTRIAL REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT UP TO \$75,000,000 IN CONNECTION WITH A PROPOSED PROJECT LOCATED WITHIN THE BOUNDARIES OF CIBOLA COUNTY, NEW MEXICO, FOR THE PURPOSE OF INDUCING NEXTERA ENERGY RESOURCES, LLC TO DEVELOP THE PROJECT SITE AND TO CONSTRUCT AND INSTALL THE PROJECT; AND DIRECTING THE COUNTY CLERK TO PUBLISH NOTICE OF INTENT TO CONSIDER AN ORDINANCE AUTHORIZING ISSUANCE AND SALE OF THE BONDS IN A NEWSPAPER OF GENERAL CIRCULATION WITHIN THE COUNTY.

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

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

WHEREAS, NextEra Energy Resources, LLC, a Delaware limited liability company, made a proposal to the County (the “Proposal”) whereby the County will acquire from Route 66 Solar Energy Center, LLC, a limited liability company formed by NextEra Energy Resources, LLC and to be authorized to do business in New Mexico (the “Company”), land and equipment located in the County which will constitute an industrial development project (the “Project”); and

WHEREAS, the issuance of its industrial revenue bonds (the “Bonds”) by the County to finance the Project will constitute one of the inducements whereby the Company will determine to proceed with the Project; and

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

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

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

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

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

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

Section 1. All actions (not inconsistent with the provisions hereof) heretofore taken by the Commission and the officers and employees of the County, related to the Proposal, the acquisition of the Project, and the sale and issuance of the Bonds therefor, be and the same hereby are ratified, approved and confirmed.

Section 2. The Commission understands that:

(A) The Project will consist of land and equipment for solar photovoltaic electric generating facilities, including solar tracking hardware and software; photovoltaic panels and inverters; support structures; transformers and associated electrical generating equipment used to generate electricity from solar energy; and related equipment, including, without limitation, interconnection facilities, switchyard and generation tielines;

(B) The maximum aggregate face amount of industrial revenue bonds to be issued for the Project is \$75,000,000, with a term of up to 30 years;

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

(D) The proposed Project site consists of approximately 500 acres in an unincorporated area of the County, and is located approximately 60 miles West of Albuquerque, New Mexico;

(E) The development, installation and operation of the Project at the proposed site are subject to land-use regulation and approval by the County;

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

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

Section 3. In order to promote the health, safety, security and general welfare of the citizens of the County, it is the Commission's intent to take all necessary and advisable steps to consider and, if appropriate, to effect the issuance of the Bonds in an aggregate principal amount up to \$75,000,000 in order to defray part or all of the costs of the Project. The Bonds are to be entitled substantially as follows: "Cibola County, New Mexico Taxable Industrial Revenue Bonds (Route 66 Solar Energy Center, LLC Project), Series 2017", provided, however, that the Bond Ordinance may authorize a a different title and series designation for the Bonds. This expression of the Commission's intent is subject to the provisions of Section 6 of this resolution and conditioned upon the issuance of the Bonds on or before December 31, 2019, or by such other deadline for issuance of the Bonds as may be provided by the Bond Ordinance or the documents executed and delivered in connection with issuance of the Bonds.

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

Company. The County's adoption of this Resolution shall not be deemed a conclusion or expression of approval by the County or any Indemnified Person of the Company or the Project.

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

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

Section 7. If Bonds are issued by the County, the documentation evidencing the obligations of the Company shall provide that the Company shall make annual payments in lieu of taxes to the County and to the Grants-Cibola County School District for so long as the Bonds are outstanding.

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

Section 9. The County Clerk is hereby directed, in accordance with Section 4-37-7 NMSA 1978, as amended, to publish in the *Cibola County Beacon*, a newspaper of general circulation within the County, a title and general summary of the ordinance relating to and

authorizing issuance of the Bonds at least two weeks prior to the meeting at which the County Commission will consider such ordinance. The County Clerk may undertake such publication upon his own initiative and submittal of any necessary documents related to the proposed ordinance.

Section 10. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 11. All orders and resolutions, or parts thereof, in conflict with this Resolution are hereby repealed; provided, however, this repealer shall not be construed to revive any order, resolution or part thereof, heretofore repealed.

Section 12. This Resolution shall take effect immediately upon its adoption and approval by the Commission.

PASSED, ADOPTED, SIGNED AND APPROVED this 26<sup>th</sup> day of January, 2017.

BOARD OF COUNTY COMMISSIONERS,  
CIBOLA COUNTY, NEW MEXICO

---

Robert Armijo, Member

---

Daniel Torrez, Member

---

Jack Moleres, Member

---

Robert Windhorst, Member

---

Martha Garcia, Member

[SEAL]  
ATTEST:

---

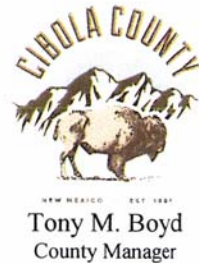
Michelle E Dominguez, County Clerk

Y:\dox\client\33660\0134\GENERAL\W2854912.DOCX

**Cibola County Commission**

Jack Moleres, Chairman  
Robert Armijo, 1<sup>st</sup> Vice-Chair  
Robert Windhorst, 2<sup>nd</sup> Vice-Chair  
Daniel Torrez, Commissioner  
Martha Garcia, Commissioner

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



---

January 13, 2017

**VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED**

Geraldine Rael,  
Cibola County Assessor  
515 West High Street  
Grants, NM 87020

Re: \$75,000,000 (maximum) Cibola County, New Mexico, Taxable Industrial Revenue Bonds (Route 66 Solar Energy Center, LLC Project), Series 2017 (the “**Series 2017 Bonds**”)

Dear Ms. Kennedy:

Pursuant to Section 4-59-4.1 NMSA 1978, this letter provides notice of the intent of the Board of County Commissioners (the “**Board**”) of Cibola County, New Mexico (the “**County**”) to consider the adoption of a bond ordinance to approve the Series 2017 Bonds. The beneficiary of the Series 2017 Bond would be Route 66 Solar Energy Center, LLC, a Delaware limited liability company (the “**Company**”). The Series 2017 Bond, in the maximum principal amount of \$75,000,000, would be used to finance the acquisition and construction of facilities to be used by the Company to generate electricity from solar energy, including interconnection facilities, switchyard, generation tielines and related equipment (the “**Project**”).

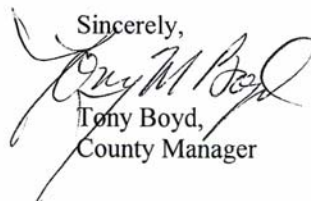
The bond ordinance for the Series 2017 Bond is expected to be considered at the County Commission's regular meeting on February 23, 2017, with the Series 2017 Bond being issued not later than December 31, 2019. The Series 2017 Bond is proposed to mature not later than 30 years after the date of its issuance. The date of consideration of the bond ordinance is subject to change, which will be reflected in the published notice for such bond ordinance or by announcement at the February 23, 2017 meeting, as the case may be.

The County and the Company have negotiated a payment in lieu of taxes (a “**PILOT**”) to be made by the Company to the County in an amount equal to \$5,000 per megawatt of generating capacity of the Project for each year in which the Series 2017 Bonds are outstanding. The Project is expected to have a maximum capacity of 50 megawatts. The County and the Grants/Cibola County School District will share equally in the PILOT.

Please be advised that under Section 4-59-4.1, the County Assessor may forward to the Board any comments and concerns it has regarding the Ordinance and issuance of the Bonds.

Although the Board encourages the County Assessor to forward any comments and/or concerns the County Assessor may have for its consideration, pursuant to Section 4-59-4.1(B), no approval of the County Assessor is required in connection with the adoption of the Ordinance and issuance of the Bonds by the County.

If you have any questions concerning this letter or the Series 2017 Bonds, please do not hesitate to contact me.

Sincerely,  
  
Tony Boyd,  
County Manager

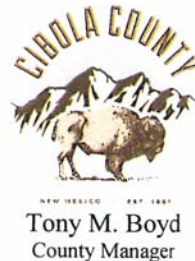
cc: Chairman, Cibola County Commission  
Peter Franklin, Modrall Sperling



**Cibola County Commission**

Jack Moleres, Chairman  
Robert Armijo, 1<sup>st</sup> Vice-Chair  
Robert Windhorst, 2<sup>nd</sup> Vice-Chair  
Daniel Torrez, Commissioner  
Martha Garcia, Commissioner

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



January 13, 2017

**VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED**

Dr. Marc Space, Superintendent  
Grants/Cibola County Schools  
413 Roosevelt  
Grants, NM 87020

Re: \$75,000,000 (maximum) Cibola County, New Mexico, Taxable Industrial Revenue Bonds (Route 66 Solar Energy Center, LLC Project), Series 2017 (the “**Series 2017 Bonds**”)

Dear Dr. Space:

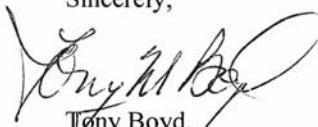
Pursuant to Section 4-59-4.1 NMSA 1978, this letter provides notice of the intent of the Board of County Commissioners (the “**Board**”) of Cibola County, New Mexico (the “**County**”) to consider the adoption of a bond ordinance to approve the Series 2017 Bonds. The beneficiary of the Series 2017 Bond would be Route 66 Solar Energy Center, LLC, a Delaware limited liability company (the “**Company**”). The Series 2017 Bond, in the maximum principal amount of \$75,000,000, would be used to finance the acquisition and construction of facilities to be used by the Company to generate electricity from solar energy, including interconnection facilities, switchyard, generation tielines and related equipment (the “**Project**”).

The bond ordinance for the Series 2017 Bond is expected to be considered at the County Commission's regular meeting on February 23, 2017, with the Series 2017 Bond being issued not later than December 31, 2019. The Series 2017 Bond is proposed to mature not later than 30 years after the date of its issuance. The date of consideration of the bond ordinance is subject to change, which will be reflected in the published notice for such bond ordinance or by announcement at the February 23, 2017 meeting, as the case may be.

The County and the Company have negotiated a payment in lieu of taxes (a “**PILOT**”) to be made by the Company to the County in an amount equal to \$5,000 per megawatt of generating capacity of the Project for each year in which the Series 2017 Bonds are outstanding. The Project is expected to have a maximum capacity of 50 megawatts. The County and the Grants/Cibola County School District (the “**School District**”) will share equally in the PILOT.

Please be advised that under Section 4-59-4.1, the School District may forward to the Board any comments and concerns it has regarding the Ordinance and issuance of the Bonds. If you have any questions concerning this letter or the Series 2017 Bonds, please do not hesitate to contact me.

Sincerely,



Tony Boyd,  
County Manager

cc: Chairman, Cibola County Commission  
Peter Franklin, Modrall Sperling

**Cibola County Commission**

Jack Moleres, Chairman  
Robert Armijo, 1<sup>st</sup> Vice-Chair  
Robert Windhorst, 2<sup>nd</sup> Vice-Chair  
Daniel Torrez, Commissioner  
Martha Garcia, Commissioner

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



**Tony M. Boyd**  
County Manager

January 13, 2017

**VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED**

Thomas Whelan  
Chief Executive Officer  
Cibola County General Hospital  
1016 E. Roosevelt Avenue  
Grants, NM 87020

Re: \$75,000,000 (maximum) Cibola County, New Mexico, Taxable Industrial Revenue Bonds (Route 66 Solar Energy Center, LLC Project), Series 2017 (the “**Series 2017 Bonds**”)

Dear Mr. Whelan:

Pursuant to Section 4-59-4.1 NMSA 1978, this letter provides notice of the intent of the Board of County Commissioners (the “**Board**”) of Cibola County, New Mexico (the “**County**”) to consider the adoption of a bond ordinance to approve the Series 2017 Bonds. The beneficiary of the Series 2017 Bond would be Route 66 Solar Energy Center, LLC, a Delaware limited liability company (the “**Company**”). The Series 2017 Bond, in the maximum principal amount of \$75,000,000, would be used to finance the acquisition and construction of facilities to be used by the Company to generate electricity from solar energy, including interconnection facilities, switchyard, generation tielines and related equipment (the “**Project**”).

The bond ordinance for the Series 2017 Bond is expected to be considered at the County Commission's regular meeting on February 23, 2017, with the Series 2017 Bond being issued not later than December 31, 2019. The Series 2017 Bond is proposed to mature not later than 30 years after the date of its issuance. The date of consideration of the bond ordinance is subject to change, which will be reflected in the published notice for such bond ordinance or by announcement at the February 23, 2017 meeting, as the case may be.

The County and the Company have negotiated a payment in lieu of taxes (a “**PILOT**”) to be made by the Company to the County in an amount equal to \$5,000 per megawatt of generating capacity of the Project for each year in which the Series 2017 Bonds are outstanding. The Project is expected to have a maximum capacity of 50 megawatts. The County and the Grants/Cibola County School District will share equally in the PILOT.

Please be advised that under Section 4-59-4.1, the Cibola County General Hospital (the “**Hospital**”) may forward to the Board any comments and concerns it has regarding the Ordinance and issuance of the Bonds. Although the Board encourages the Hospital to forward any comments and/or concerns the Hospital may have for its consideration, pursuant to Section 4-59-4.1(B), no approval of the Hospital is required in connection with the adoption of the Ordinance and issuance of the Bonds by the County.

If you have any questions concerning this letter or the Series 2017 Bonds, please do not hesitate to contact me.

Sincerely,

Tony Boyd,  
County Manager



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

*700 East Roosevelt*

*Grants New Mexico 87020*

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

*Gary Porter - Public Works Director*

---

**To:           The Cibola County Commissioners**  
**From:       Gary Porter**  
**Date:       February 2, 2017**  
**Re:         Road Dept. Information**

---

**Comments: Please see the attached forms**

The Cibola County Road Department does not have a schedule for regular maintenance as per our (5) County Commissioners.

Road Department blades are the only equipment on a rotation

Cibola County Roads are maintained as needed

Any emergencies will be dealt with as they occur

# CIBOLA COUNTY ROAD DEPT. VEHICLE INVENTORY AS OF 01/30/17

**GAS**

Page 1

Unit No.	VEHICLES IN USE Make/Model	Vehicle ID Number	License	HP	Condition	Mileage	Automatic/ Standard	Cylinder	Use
127	90/Ford (Service Truck)	2FDLF47GXLCB22637	G-18473	300	Good	89,719	5 Speed	8	Service
128	83/C-30 Chevy (Welding Truck)	1GBHC34MIDV114689	G-18464		Fair	251,457	4 Speed	8	Welding
130	94/F350 Ford 4x4	2FTHF3667RCA49564	G-15638	240	Fair	89,662	5 Speed	8	Haul Dumpster
131	96/F150 Ford	2FTEF14H3TCA31153	G-29800	202	Fair	135,833	Automatic	8	All Purpose
132	96/F150 Ford	2FTEF14H4TCA31159	G-29901	202					
133	97/Chevy 4x4 (Fuel Truck)	1GCEK19R6VE183597	G-23696	250	Fair	256,300	Automatic	8	Deliver Fuel
134	97/Chevy 4x4	1GCEK19ROVE181537	G-23697	250	Fair	171,457	Automatic	8	All Purpose
135	99/F10 Ford Pick-up	1FTRF17L9XKB11589	G-39980	300	Fair	122,806	Automatic	8	All Purpose
136	99/F10 Ford Pick-up	1FTRF17L5XKB11590	G-39988	300	Fair	60,257	Automatic	8	All Purpose
137	02/Ford Crew Cab 4x4	1FTNW21FX2EB99177	G-50237	350	Good	128,286	Automatic	V8	All Purpose
139	04/Dodge Ram Quad Cab 4x4	1D7HU18D24J176753	G-57384	345	Good	115,135	Automatic	8	All Purpose
140	04/Ford Ranger Supercab 4x4	1FTZR15E24PA75495	G-57619	210	Good	56,633	Automatic	6	All Purpose
141	04/Ford Ranger Supercab 4x4	1FTZR15E44PA75496	G-57618	210	Good	38,396	Automatic	6	All Purpose
146	92/ARC Century (Welder)		Not Required						
147	06/Chevy Colorado	1GCCS196068276676	G-66164	175	Good	44,356	Automatic	4	Vector
148	06/Chevy Colorado	1GCCS196768272947	G-66165	175	Good	32,652	Automatic	4	Vector
150	08/Chevy Silverado	1GCEK19088Z122640	G-70482	315	Good	72,170	Automatic	8	All Purpose
151	10/Ford F150 Supercab 4x4	1FTFW1EV2AKA73993	G-78718	310	Good	9,787	Automatic	8	All Purpose
152	06/Chevy Colorado	1GCDT19468164710	G-64239	175	Good	28,651	Automatic	4	Vector
153	12/Chevy Colorado	1GCGTBF93C8157132	G-86952	185	Good		Standard	4	All Purpose
154	12/Chevy Colorado	1GCGTBF93C8157387	G-86953	185	Good		Standard	4	All Purpose
155	12/Chevy Colorado	1GCGTBF94C8156944	G-86954	185	Good		Standard	4	All Purpose
	98/Ford Expedition	FMPU18L6WLA88241	G-34769		Poor	224,324	Automatic	8	All Purpose
156	11/185CFM Diesel Air Compressor	B6C20462	Not Required	5.96 KW	Good	14	Automatic	4	All Purpose
157	14/Chevy Silverado 1500 Crew Cab 4x4	3GCUKPEC3EG490976	G-91750	280	Excellent	10	Automatic	8	All Purpose



**DIESEL**

Page 1

Unit No.	HEAVY EQUIPMENT IN USE Make/Model	Vehicle ID Number	License	HP	Condition	Mileage	Automatic/S tandard	Cylinder	Use
209	87/Mack/Trans	1M2T159Y4HM003709	G-18476	350	Fair	237,372	10 Speed	6	Transport Equip.
211	81/Peterbilt/(Water Truck)	1XP9D29X5BP144787	G-18795	475	Poor	25,939	5-4 Speed	6	Carry Water
212	96/GMC/Dump Truck	1GDTH4J2TJ510421	G-30550	320	Fair	221,047	Automatic	6	Hauling
213	96/GMC/Dump Truck (Salt Spreader)	1GDT7H4JOTJ510031	G-30549	320	Fair	219,544	Automatic	6	Hauling
214	98/Chevy/Dump Truck (Salt Spreader)	1GBT7H4C9WJ109852	G-38441	320	Fair	138,021	Automatic	6	Hauling
215	06/GMC/Dump Truck (Topkick)	1GDT8C4CX6F430048	G-67372	350	Poor	59,385	Automatic	6	Hauling
216	06/GMC/Dump Truck (Topkick)	1GDT8C4C86F429268	G-67371	350	Poor	65,079	Automatic	6	Hauling
217	06/GMC/Dump Truck (Topkick)	1GDT8C4C36F430148	G-70782	350	Poor	53,498	Automatic	6	Hauling
218	10/International 7300 (Distributor)	1HTZZAAR4AJ278575	G-79615		Excellent	2,823	Standard	6	Oil for Chip Seal
219	13/International 7600 (Water Truck)	1HTGRSJR5DJ418215	G-88549	410	Excellent	477	Standard	8	Carry Water
220	14/Mack/Transport	1M1AX07Y5EM020028		475	Excellent	56	Standard	8	Transport Equip.
305	1993 John Deere 310-D (Backhoe)	787902	Not Required	185	Poor	6,005	4 Speed	6	For backup of other backhoe
306	1999 CAT CS-433C (Roller)	3TM00948	Not Required	160	Good	1,733	Hydrostatic	4	Roll various materials
307	2000/John Deere/644H (Loader)	DW644HX575780	Not Required	205	Good	4,868	Automatic	6	Load Material
308	04/Cat 420D-4WD (Backhoe)	FDP15308	Not Required	220	Good	2,136	4 Speed	4	Digging
309	04/JD S220 (Bobcat) Skid Steer Loader	526212117	Not Required	75	Good	1,882	Hydrostatic	4	For small projects
310	04/JD 5520 MFWD Tractor (Mower)	LV5520P456589	Not Required	85	Good	254	4 Speed	4	Mowing
311	06 RJ350 Broce Broom (Sweeper)	405242	Not Required	60	Good	810	Hydrostatic	4	Sweeping
312	10/Self Prp.Var. Width (Chipspreader)	S/N K6511 Model # QUAD	Not Required		Excellent	119	Hydrostatic	6	Chip Seal
313	14/Volvo PT125 (Roller)	VCE0T125C0S326041	Not Required		Excellent	0			Roll various materials
314	14/John Deere 444K (Loader)	1DW444KZPEE660564	Not Required	124-163 Variable	Excellent	3		4	Load Material
416	11/CAT 140MQ Grader (Blade)	B9D02945	Not Required	228-248 Variable	Excellent	263	6 Speed	6	Blade & Shape Roads
417	12/Volvo G940B Grader (Blade)	VCEG940BHOS575209	Not Required	Variable	Excellent		Powershift HTE840	2	Blade & Shape Roads
418	13/Volvo G940B Grader (Blade)	577024	Not Required	Variable	Excellent		Powershift HTE840	2	Blade & Shape Roads

**DIESEL (continued)****Page 2**

501	2011 D5K-XL CAT Dozer	WWW01501	Not Required		Excellent	5			Moving Dirt
502	11/Diesel Portable Air Compressor	MITPDS1855/185CFM	Not Required		Excellent				
514	86 Utility Trailer (Trash)	50119145W	G-18793		Good				Haul trash
516	89/Flatbed Lowboy Trailer (Orange)	15CDS4335KAS01567	G-18481		Fair				Haul equip.
517	94/Belly Dump	15CKS4020RAD00086	G-18794		Fair				Haul material
518	94/Belly Dump	15CKS4026RAD00089	G-18796		Fair				Haul material
519	02/Big Tex Flatbed Trailer Tandem (White)	4K8HX202021695387	G-57205		Fair				Haul equip. & material
521	07/Big Tex Flatbed Trailer (White)	16VHX202482687418	G-72288		Good				Haul equip. & material
522	07/Big Tex Flatbed Trailer Tandem Axel 18'	16VCX182172H47360	G-73014		Good				Haul vehicles
523	09/Haldex Trans. Flatbed Lowboy Trailer	10A73C7139CO19935			Excellent				Haul equip.

## CIBOLA COUNTY PAVING CUT APPLICATION/PERMIT

Applicant, \_\_\_\_\_, hereby requests permission to excavate or dig a trench across Cibola County Road. Number \_\_\_\_\_, at \_\_\_\_\_, on or from the date (s) \_\_\_\_\_, for the purpose of \_\_\_\_\_. The length of time estimated for the project is \_\_\_\_\_. Applicant agrees to repair and replace the road surface disturbed by the project to at least the quality of the surface prior to the project. Applicant agrees to adequately compact and smooth the road surface immediately upon completion of the project. Applicant agrees to conduct the project in a manner so that one (1) lane of through traffic is available on the roadway at all times, unless special permission is obtained for complete closure. Applicant agrees to adequately mark the project and notify the public using the affected roadway of work in progress. Applicant agrees to put up barriers and warning devices, and to light the work progress so as to warn the public using the affected roadway of any danger. Applicant agrees to cut road with jackhammer (spade) and trench with ditch witch to avoid over breaking no more than eighteen (18) inches in width. Applicant agrees to indemnify and hold harmless the County for any claims or liability of any kind whatsoever, which arises out of the use of this permit. This application is good for thirty (30) days after it is signed and dated by the Commission Chair. All work must be completed within those thirty (30) days. After thirty (30) days a new application must be re-submitted. The location and/or duration of this permit may not be changed without prior express approval of the County. Failure to comply with proper compaction of fill dirt and surface material (base course – asphalt) will result in the County bringing the road back up to standard and billing the Applicant for labor, materials, and equipment.

\_\_\_\_\_  
Applicant

Dated: \_\_\_\_\_

\_\_\_\_\_  
Applicants Phone Number

\_\_\_\_\_  
Applicants Fax Number

Cibola County

Reviewed and Approved:

\_\_\_\_\_  
Commission Chair

\_\_\_\_\_  
Public Works Director

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



APPLICATION FOR THE EXCAVATION OF A PRIVATE GRAVE  
PURSUANT TO CIBOLA COUNTY RESOLUTION 16-27

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

Name of Requestor: \_\_\_\_\_ Name of Deceased: \_\_\_\_\_

Deceased Date of Death: \_\_\_\_\_

Location of Proposed Grave: \_\_\_\_\_

\_\_\_\_\_

- ☐ The deceased was indigent and I am requesting the County excavate the grave without charge. (If this box is checked applicant must complete attached affidavit)
- ☐ The deceased was not indigent and I agree to pay \$250 to Open **“and”** Close the grave. Payment to be submitted at the County Treasurers Office.
- ☐ The deceased was not indigent and I agree to pay \$150 to Open **“or”** Close the grave. Payment to be submitted at the County Treasurers Office.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
For Official Use Only

- ☐ Approved: The fee has been received Check # \_\_\_\_\_ or cash.
- ☐ Approved: The indigent affidavit has been received.
- ☐ Denied: Reason for Denial: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
County Manager Signature

\_\_\_\_\_  
Date of Approval



**AFFIDAVIT FOR INDIGENT GRAVE EXCAVATION**

I, \_\_\_\_\_ [name] being duly sworn, state that:

1. The name of the deceased is \_\_\_\_\_.
2. I personally am familiar with the decedent and declare that he/she is indigent for purposes of Chapter 24, Article 13 NMSA 1978 because his/her estate is insufficient to cover the cost of burial or cremation.
3. My phone number is \_\_\_\_\_.
4. My address is \_\_\_\_\_.
5. I understand that if any individual or organization receives financial benefit from the estate then the decedent is not indigent and that myself or the beneficiary are personally liable for the cost of excavation and may be subject to civil litigation for the County for the recovery of the costs of excavation.
6. Further affiant sayeth naught.

I declare under penalty of perjury that to the best of my knowledge the foregoing is true and correct.

Sworn \_\_\_\_\_  
Signature of Affiant

**STATE OF NEW MEXICO**       )  
  ) ss.  
**COUNTY OF CIBOLA**       )

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by

\_\_\_\_\_ [name].

SEAL

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

My commission expires:

\_\_\_\_\_

## Road Dedication Policy

1. When all of the land owners holding right-of-way on a private road wish that road to either be dedicated to the county for public use and maintained by the county or wish the road to only be dedicated for public use, they shall petition the Board of County Commissioners requesting such action.
2. The petition shall contain the signatures of all the landowners through which the road in question is to be laid out. The petition shall be specified as to whether the land owners wish to have the road dedicated for public use and maintained by the county or whether they wish the road to only be dedicated for public use. A map or drawing shall be presented along with the petition which indicates the location, length, width and right-of-way of the road in question.
3. Prior to acceptance or dedication of any road, that road shall be viewed by the County Road Superintendent as to width, drainage structure, slope, base and any other conditions to determine their compliance with minimum road specifications (see attached). He shall submit in writing a report of his findings to the Board of County Commissioners. It shall be the responsibility of the landowner to upgrade a road to meet minimum specification requirements prior to any acceptance or dedication.
4. If it is the opinion of the Board of County Commissioners that the public good requires it, the road shall be dedicated for public use, and if feasible, also accepted for maintenance.
5. Upon approval, it shall be the responsibility of the landowners to have prepared and submit a survey of the road and a deed from all the landowners to Cibola County.
6. If the Commissioners dedicate and/or accept for maintenance the road in question, survey, petition and a resolution from the Board of County Commissioners designating approval shall be filed and recorded in the County Clerk's office and shall be made permanent County Commissioners records.

### MINIMUM COUNTY ROAD IMPROVEMENT STANDARDS:

#### a. Right-of-Ways:

1. The minimum right-of-way shall be as follows:

Primary Arterial Street or Highway .....	106'
Secondary Arterial Street .....	86'
Collector Street .....	64'
Minor or Local Residential Street .....	50'
Side Service Street .....	40'
Cul de Sac .....	less than 600" in length
or serving less than 12 lots .....	40'
Turning Radius of .....	40'

b. Improvements:

1. Minimum roadbed improvement standards are as follows:
  - a. A minimum of 24' of crowned improvement shall be made on the road.
  - b. The road bed improvement shall have a minimum of 6" of pit run or 4" of crush run; gravel base course laid upon the entire length of the road.

Sieve Size	Passing by Weight
3/4" .....	100
# 4 .....	40-60
# 10 .....	30-45
# 40 .....	15-25
# 200 .....	2-0

Maximum of 6 P.I. in material.

Material shall be reasonably free of vegetable matter.

- c. The crown shall be determined by the following standards:
  1. On paved roads  $\frac{1}{4}$  " of rise per 1' of half width road bed.
  2. On gravel roads  $\frac{1}{2}$  " of rise per 1' of half width road bed.  
I.e. 24' road width = 2' half width x .05" + 6" of crown.
- d. Bar ditches shall be minimum of 3' wide and shall have a minimum depth of 1' 3" below the crown height.
- e. Grade slopes or roads shall have a maximum of 10% slope on all minor local streets and a maximum of 6% on collector or arterial streets.
- f. Cut and Fill: Where cut and fill operations in hilly areas occur, proper drainage structures should be constructed which are in accordance with good engineering practices. (These operations shall be properly surveyed and elevations marked accordingly on the contour map.)
  1. Drainage structure shall be placed at all arroyos where the roads may intersect them.
  2. The size of drainage structures shall be determined by calculations with estimated rainfall set at 1.25" of rain in 1 hour as the standard.

State of New Mexico  
County of Cibola  
Road Department

Instructions for Driveway Permits

Driveways operate as at-grade intersections and shall be designed to provide for adequate sight, distance, provide acceptable levels of traffic operation, and provide control and geometrics that are consistent with the intensity of use of the driveway and the intended function of the roadway. A traffic impact analysis may be required by Cibola County for the review of any driveway access permit or any development that would impact a county maintained roadway directly or indirectly.

DESIGN STANDARDS:

Field Entrance	18 inches x 30 ft width.....	min. turning radius 20 ft.
Private Driveway	18 inches x 20 ft width	min. turning radius 20 ft.
Public Access Driveway	24 inches x 40 ft width	min turning radius 40 ft.
Commercial Driveway	24 inches x 40 ft width	min. turning radius 50 ft.

Minimum corner clearance of 60 feet (10 feet desirable) for driveways adjacent to an intersection.

1. FENCING: Driveway shall not be permitted through an existing right-of-way fence, the contribution of which is necessary for the safety of the traveling public unless the applicant shall first agree, in writing, to construction and maintain a gate, cattle guard, and additional fence in good repair and to keep the same closed to livestock.
2. ALIGNMENT: The centerline of all driveway access shall be constricted at a right angle to the centerline of the roadway, unless there is prior approval to modify this design standard by County Road Superintendent. Measurements of width requested and intersection curve radii will be required.
3. DRAINAGE: Applicant must provide suitable and approved drainage structures as required by the Department. The applicant is henceforth responsible for maintaining the culverts and ensuring that blockage does not occur within the driveway culverts. Drainage on roadway side ditches shall not be altered or impeded and the applicant must provide suitable and approved drainage structures as required by the Road Superintendent.

For Commercial and public access and driveways where culvert installation is required, end treatments shall be installed in accordance with the New Mexico State Highway and Transportation Department Requirements for Culvert End Treatments.

For private access driveways where culvert installation is required, pipe size, type and number shall be determined by the Road Superintendent. No pipe, conduit or any structure shall be used for drainage with an inside diameter less than 18

inches or an areas of less than 114 inches square. General requirements for pipe culverts placed parallel to roadway are listed below:

The turnout embankment slope at the culver shall not be steeper than an 8:1 slope.

#### FOR COMMERCIAL AND PUBLIC ACCESS

Must be engineered by a registered and bonded New Mexico Civil Engineer.

4. SURFACING: No driveway shall be considered as complete until surfaced as specified in the permit application. All portions of driveway within county road right-of-way shall be surfaced with crushed stone, gravel, bituminous material, concrete or other material meeting the approval of the Road Superintendent. For commercial and public access driveways accessing existing paved county roads surface treatments shall be of double penetration asphalt, concrete or bituminous material approved by the Road Superintendent. Surfacing may be omitted on driveways termed as field entrances if so specified on the permit. No surfacing shall be placed upon a driveway until an inspection is made and the grading work approved by the Department.
5. Applicant must provide measured distances in feet as required on the "Application for Driveway Permit." These distances should be filled in on the "Typical Driveway Diagram."
6. Location of requested driveway must be tied to the nearest road intersection.
7. Signature of owner required.
8. Signed applications must be submitted to: Cibola County Road Department (515 W. High St., Grants, NM 87020) for processing. Your approved copy of the permit will be returned after processing. Once the signed application has been received by the Cibola County Road Superintendent, the Road Department shall have 30 days to review the proposed driveway location and approve or deny the permit.
9. The owner shall notify the Permits Unit at 505-285-2070 of the pending construction at least 72 hours prior to any construction in the County right-of-way. The access shall be constructed and completed in an expeditious and safe manner and shall be finished within 45 days of initiation of construction within the road right-of-way.
10. Mailboxes installed within public right-of-way shall be constructed in conformance with the rules and regulations of the US Postal Service, as well as to standards established by the New Mexico State Highway and Transportation Department. In the absence of any particular standard, the mailbox installation should conform to the General Principles and guidelines set forth in the current publication of American Association of the State Highway and Transportation Officials *A Guide for Erecting Mailboxes on Highways*. If any conflicts exist between the Department standards and these documents, the Departments standards will govern.

**Cibola County Road Department  
515 W. High St.  
Grants, NM 87020  
505-285-2570**

**APPLICATION FOR DRIVEWAY PERMIT**

Application Date: \_\_\_\_\_

Applicant: \_\_\_\_\_ Phone # \_\_\_\_\_

Mailing address: \_\_\_\_\_

Road name: \_\_\_\_\_ Subdivision: \_\_\_\_\_

Physical address this driveway will serve: \_\_\_\_\_

**Please fill in the following information**

Name of Road: \_\_\_\_\_

Culvert: Width \_\_\_\_\_ in. Length \_\_\_\_\_ ft.

Driveway width:

\_\_\_\_\_ ft.

Applicant Signature: \_\_\_\_\_

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

Approved by  
Road Superintendent: \_\_\_\_\_

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