

# **CIBOLA COUNTY BOARD OF COMMISSIONERS**

Jack Moleres  
Chairman

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

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

Daniel Torrez  
Commissioner

Martha Garcia  
Commissioner

**Regular Meeting  
March 23, 2017 at 5:00 p.m.  
Cibola County Commission Chamber  
700 East Roosevelt Ave, Suite 50**

**1. Public Hearing for Comment on:**

- a. Updated LEDA Ordinance

**2. Call to Order**

**3. Roll Call**

**4. Pledge of Allegiance**

**5. Prayer**

**6. Approval of Agenda**

**7. Consent Agenda - Action May Be Taken**

- a. Meeting Minutes February 23, 2017 Regular Meeting
- b. Meeting Minutes March 2, 2017 Special Meeting

**8. Reports**

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

**9. Presentation**

- a. Homestake Mining *After School Program at Future Foundations* – Joann Martinez
- b. Cibola Recycle *Single Use Plastic Bag Ordinance Example* - Hollis Fleischer

**10. Public Comment**

The Public has the opportunity to provide comment at this time regarding any agenda item only. Your Comments will be limited to three minutes unless the Board of County Commissioners requests more information. The time limit is given in an effort to allow public input but also to move the agenda forward in a prompt yet efficient manner.

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

- a. Consideration of Resolution 17-21 NMDOT 2016 Annual Public Entity Hardship Sale
- b. Consideration of Resolution 17-22, Fiscal Year 2017 BUDGET ADJUSTMENT No. 3
- c. Consideration of Resolution 17-23, Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority.
- d. Consideration of Resolution 17-24, Distribution of PILT Route 66 Solar Energy Center LLC
- e. Pueblo of Laguna Council Intergovernmental Agreement
- f. Consideration of Approval of Updated LEDA Ordinance

- g. Milan Police Department Merge with Cibola Regional Communications Center (CRCC)
- h. School Resource Officer- *for Discussion Only*
- i. Consideration of Contract:
  - a) Global
  - b) Intergovernmental Agreement with Rio Arriba County for the Housing of Inmates

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

- a. House Memorial 74
- b. Thank You Letter from Sheriff's Office for "Shop with a Cop Program"

## **13. Comments**

- a. Staff
- b. Commissioners

## **14. Executive Session**

Pursuant to Section 10-15-1 (H) (7)(8) the following matter may be discussed in closed session:  
Litigation, Real Property

- a) Settlement Agreement- Pueblo of Acoma
- b) Real Property Lease – Smith's
- c) Real Property Lease - CASA

- Motion and roll call vote to go into Executive Session for the state reasons
- Board meets in closed session
- Motion and vote to go back into regular session
- Summary of items discussed in closed session
- Motion and roll call vote that matters discussed in closed session were limited to those specified in Motion. For closure and that no final action was taken, pursuant to the authority in § 10-15-1 NMSA 1978

## **15. Action Item:**

Consideration of Settlement Agreement- Pueblo of Acoma

## **16. Announcements**

The next Regular Commission Meeting will be held on Thursday, April 27, 2017 at 5:00 p.m. immediately following the Board of Finance Meeting in the Cibola County Commission Chamber Room, 700 East Roosevelt Ave, Suite 50

## **17. Adjournment**

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

**CIBOLA COUNTY  
ORDINANCE NO. 2017-02**

**AN ORDINANCE ADOPTING THE CIBOLA COUNTY LOCAL ECONOMIC DEVELOPMENT PLAN**

**WHEREAS**, the development of the local economy is vital to the well being of Cibola County and its residents; and,

**WHEREAS**, local communities may need to provide land buildings infrastructure and other financial incentives to compete with other states and locales in efforts to attract and retain businesses; and,

**WHEREAS**, the New Mexico State Legislature enacted NMSA 1978 Sections 5-10 1 to 5-10-13, entitled the Local Economic Development Act, which provides to local governments the authority to use public resources for economic development purposes; and,

**WHEREAS**, this Economic Development Plan Ordinance is enacted pursuant to that statutory authority.

**NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE COUNTY OF CIBOLA, NEW MEXICO**

**Section 1. LOCAL ECONOMIC DEVELOPMENT PLAN**

- 1.1 This Ordinance may be cited as the "Local Economic Development Plan Ordinance."

**Section 2. AUTHORITY**

- 2.1 The Local Economic Development Plan Ordinance is enacted pursuant to the statutory authority conferred upon municipalities and counties to allow public support of economic development (NMSA 1978 Sections 5-10-1 to 5-10-13). This Ordinance is adopted as part of the County's economic development plan.

**Section 3. PURPOSE**

- 3.1 The purpose of the Local Economic Development Plan Ordinance is to allow public support of economic projects to foster, promote and enhance local economic development efforts while continuing to protect against the unauthorized use of public money and other public resources. Further, the purpose of the ordinance is to allow the County to enter into one or more joint powers agreements with other local governments to plan and support regional economic development projects.

- 3.2 Local Economic Development Act.

Local governments are allowed to provide direct or indirect assistance to qualifying business for furthering or implementing economic development plan and projects, furthermore local and regional governments have the authority to contribute assets to development projects; however, the imposition of a tax must be approved by the voters in referendum option. The County reserves the right to impose the maximum tax for eligible uses.

**Section 4. DEFINITIONS AS USED IN THE LOCAL ECONOMIC DEVELOPMENT PLAN ORDINANCE**

4.1 "**arts and cultural district**" means a developed district of public and private uses that is created pursuant to the Arts and Cultural District Act [15-5A-1 through 15-5A-7 NMSA 1978].

4.2 "**cultural facility**" means a facility that is owned by the state, a county, a municipality or a qualifying entity that serves the public through preserving, educating and promoting the arts and culture of a particular locale, including theaters, museums, libraries, galleries, cultural compounds, educational organizations, performing arts venues and organizations, fine arts organizations, studios and media laboratories and live-work housing facilities.

4.3 "**department**" means the economic development department.

4.4 "**economic development project**" or "**project**" means the provision of direct or indirect assistance to a qualifying entity by a local or regional government and includes the purchase, lease, grant, construction, reconstruction, improvement or other acquisition or conveyance of land, buildings or other infrastructure; public works improvements essential to the location or expansion of a qualifying entity; payments for professional services contracts necessary for local or regional governments to implement a plan or project; the provision of direct loans or grants for land, buildings or infrastructure; technical assistance to cultural facilities; loan guarantees securing the cost of land, buildings or infrastructure in an amount not to exceed the revenue that may be derived from the municipal infrastructure gross receipts tax or the county infrastructure gross receipts tax; grants for public works infrastructure improvements essential to the location or expansion of a qualifying entity; grants or subsidies to cultural facilities; purchase of land for a publicly held industrial park or a publicly owned cultural facility; and the construction of a building for use by a qualifying entity.

4.5 "**governing body**" means the Board of County Commissioners.

4.6 "**local government**" means a municipality or county.

4.7 "**person**" means an individual, corporation, association, partnership or other legal entity.

4.8 "**qualifying entity**" means a corporation, limited liability company, partnership, joint venture, syndicate, association or other person that is one or a combination of two or more of the following:

- a) an industry for the manufacturing, processing or assembling of agricultural or manufactured products;
- b) a commercial enterprise for storing, warehousing, distributing or selling products of agriculture, mining or industry, but, other than as provided in Paragraph (e), (f) or (i) of this subsection, not including any enterprise for sale of goods or commodities at retail or for distribution to the public of electricity, gas, water or telephone or other services commonly classified as public utilities;
- c) a business, including a restaurant or lodging establishment, in which all or part of the activities of the business involves the supplying of services to the general public or to

governmental agencies or to a specific industry or customer, but, other than as provided in Paragraph (e) or (i) of this subsection, not including businesses primarily engaged in the sale of goods or commodities at retail;

- d) an Indian nation, tribe or pueblo or a federally chartered tribal corporation;
- e) a telecommunications sales enterprise that makes the majority of its sales to persons outside New Mexico;
- f) a facility for the direct sales by growers of agricultural products, commonly known as farmers' markets;
- g) a business that is the developer of a metropolitan redevelopment project;
- h) a cultural facility; and
- i) a retail business;

4.9 "**regional government**" means any combination of municipalities and counties that enter into a joint powers agreement to provide for economic development projects pursuant to a plan adopted by all parties to the joint powers agreement.

4.10 "**retail business**" means a business that is primarily engaged in the sale of goods or commodities at retail and that is located in a municipality with a population, according to the most recent federal decennial census, of:

(1) ten thousand or less; or

(2) more than ten thousand but less than thirty-five thousand if:

(a) the economic development project is not funded or financed with state government revenues; and

(b) the business created through the project will not directly compete with an existing business that is:

- i) in the municipality; and,
- ii) engaged in the sale of the same or similar goods or commodities at retail.

## **Section 5. RESTRICTIONS ON PUBLIC EXPENDITURES OR PLEDGES OF CREDIT**

5.1 No local or regional government shall provide public support for economic development projects as permitted pursuant to Article 9, Section 14 of the constitution of New Mexico except as provided in the Local Economic Development Act or as otherwise permitted by law.

5.2 The total amount of public money expended and the value of credit pledged in the fiscal year in which that money is expended by a local government for economic development

projects pursuant to Article 9, Section 14 of the constitution of New Mexico and the Local Economic Development Act shall not exceed ten percent of the annual general fund expenditures of the local government in that fiscal year. The limits of this subsection shall not apply to:

- a) the value of any land or building contributed to any project pursuant to a project participation agreement;
- b) revenue generated through the imposition of the municipal infrastructure gross receipts tax pursuant to the Municipal Local Option Gross Receipts Taxes Act [Chapter 7, Article 19D NMSA 1978] for furthering or implementing economic development plans and projects as defined in the Local Economic Development Act or projects as defined in the Statewide Economic Development Finance Act [Chapter 6, Article 25 NMSA 1978]; provided that no more than the greater of fifty thousand dollars (\$50,000) or ten percent of the revenue collected shall be used for promotion and administration of or professional services contracts related to the implementation of any such economic development plan adopted by the governing body;
- c) revenue generated through the imposition of a county infrastructure gross receipts tax pursuant to the County Local Option Gross Receipts Taxes Act [Chapter 7, Article 20E NMSA 1978] for furthering or implementing economic development plans and projects as defined in the Local Economic Development Act or projects as defined in the Statewide Economic Development Finance Act; provided that no more than the greater of fifty thousand dollars (\$50,000) or ten percent of the revenue collected shall be used for promotion and administration of or professional services contracts related to the implementation of any such economic development plan adopted by the governing body;
- d) the proceeds of a revenue bond issue to which municipal infrastructure gross receipts tax revenue is pledged;
- e) the proceeds of a revenue bond issue to which county infrastructure gross receipts tax revenue is pledged; or,
- f) funds donated by private entities to be used for defraying the cost of a project.

5.3 A regional or local government that generates revenue for economic development projects to which the limits of Subsection 5.2 do not apply shall create an economic development fund into which such revenues shall be deposited. The economic development fund and income from the economic development fund shall be deposited as provided by law. Money in the economic development fund may be expended only as provided in the Local Economic Development Act or the Statewide Economic Development Finance Act.

5.4 In order to expend money from an economic development fund for arts and cultural district purposes, cultural facilities or retail businesses, the governing body of a municipality or county that has imposed a municipal or county local option infrastructure gross receipts tax for furthering or implementing economic development plans and projects, as defined in the Local Economic Development Act, or projects, as defined in the Statewide Economic Development Finance Act, by referendum of the majority of the voters voting on the question approving the ordinance imposing the municipal or county infrastructure gross receipts tax before July 1, 2013

shall be required to adopt a resolution. The resolution shall call for an election to approve arts and cultural districts as a qualifying purpose and cultural facilities or retail businesses as a qualifying entity before any revenue generated by the municipal or county local option gross receipts tax for furthering or implementing economic development plans and projects, as defined in the Local Economic Development Act, or projects, as defined in the Statewide Economic Development Finance Act, can be expended from the economic development fund for arts and cultural district purposes, cultural facilities or retail businesses.

- a) The governing body shall adopt a resolution calling for an election within seventy-five days of the date the ordinance is adopted on the question of approving arts and cultural districts as a qualifying purpose and cultural facilities or retail businesses as a qualifying entity eligible to utilize revenue generated by the Municipal Local Option Gross Receipts Taxes Act or the County Local Option Gross Receipts Taxes Act for furthering or implementing economic development plans and projects as defined in the Local Economic Development Act or projects as defined in the Statewide Economic Development Finance Act.
- b) The question shall be submitted to the voters of the municipality or county as a separate question at a regular municipal or county election or at a special election called for that purpose by the governing body. A special municipal election shall be called, conducted and canvassed as provided in the Municipal Election Code [Chapter 3, Articles 8 and 9 NMSA 1978]. A special county election shall be called, conducted and canvassed in substantially the same manner as provided by law for general elections.
- c) If a majority of the voters voting on the question approves the ordinance adding arts and cultural districts and cultural facilities or retail businesses as an approved use of the local option municipal or county economic development infrastructure gross receipts tax fund, the ordinance shall become effective on July 1 or January 1, whichever date occurs first after the expiration of three months from the date of the adopted ordinance. The ordinance shall include the effective date.

## **Section 6. ECONOMIC DEVELOPMENT PLAN**

6.1 The County Manager, after approval of the governing body, may assist Economic Development Projects in any legally permissible manner including, but not limited to, the provision of land, buildings, and infrastructure, provided that all requirements of this Ordinance are met.

6.2 The County may provide land, buildings, or infrastructure it already owns, or it may build, purchase or lease the facilities needed for an Economic Development Project. The County, at its discretion, may bear the full cost or contribute a portion of the costs, including the waiver of applicable fees.

6.3 The County, at its discretion, may contribute to the payment of costs for professional service contracts such as industry feasibility studies and planning and design services necessary to implement a project.

6.4 The governing body may consider offering all forms of assistance allowed under this Ordinance and any other legally permissible form of assistance; however, this does not establish any obligation on the County's part to offer any type or level of assistance.

**Section 7. CIBOLA COMMUNITIES ECONOMIC DEVELOPMENT FOUNDATION**

7.1 The governing body assigns the Cibola Communities Economic Development Foundation ("CCEDF") the following responsibilities with regard to the Economic Development Plan for the County of Cibola.

- A. Reviewing and making recommendations to the governing body on applications for assistance for Economic Development Projects, subdivision review, and land uses.
- B. Reviewing and making recommendations to the governing body on applications for Industrial Revenue Bonds (IRBs).

7.2 The CCEDF shall at all time provide for a Commissioner position for the County of Cibola. The County Commission shall appoint a member of the CCEDF with the advice of the County Manager.

7.3 The governing body assigns the Northwest New Mexico Counsel of Governments ("NWNMCOG") the responsibility for administering the Enterprise Loan Fund (ELF).

- A. Reviewing and making recommendations to the governing body on loan applications.
- B. Loans must be for the establishment of new business, the expansion of existing business, creation of employment opportunities, saving existing jobs, or community development projects.
- C. Interest income and fees may be used for administrative costs, technical assistance to borrower, or debt retirement
- D. All collections that are not used for the authorized expenses above from the operation of the ELF must be made available for relending to eligible applicants.
- E. All loans must be adequately secured.
- F. An annual audit is required.

**Section 8. APPLICATION REQUIREMENTS**

8.1 Any qualifying entity meeting the definition set forth in Subsection 4.8 may propose an Economic Development Project to the County. Meeting the definition of a qualifying entity does not create any obligation on the part of the County of Cibola to provide assistance.

8.2 Applications from qualifying entities shall be submitted to the County on forms provided by the County.

8.3 Applications shall contain the following information for business applicants.

- A. Identification Information



- i. Complete name and address of entity;
- ii. Incorporation papers with by-laws;
- iii. List of Board of Directors and Executive Director, which addresses and resumes of all directors and officers;
- iv. Resume of all directors and officers.

B. Evidence of Financial Solvency

- i. Financial Statement (income statement and balance sheets) for the past three (3) years;
- ii. Federal Tax Number, New Mexico State Taxation and Revenue Number, and County Business License;
- iii. Projected income statement for at least three (3) years.

C. Evidence of Organizational Capacity

- i. Brief history of the entity;
- ii. Organizational Chart of the entity;
- iii. Business plans for the entity and proposed project (shall include a three (3) year pro forma cash flow analysis).

D. Eligibility for Enterprise Loan Fund

- i. Applicants for Enterprise Loan Fund (ELF) loans must provide, as a prerequisite, written proof that the applicant was unable to obtain back financing.
- ii. Applicants meeting the prerequisite will then need to file a full application with the Enterprise Loan Fund, according to whatever information and documentation may be required by the Fund.
- iii. Final approval of an ELF loan will be made by the ELF Loan Committee and ratified and executed by the or their designee.

8.4 The project participation agreement and any other pertinent information will be forwarded to the governing body for final consideration at a public meeting.

**Section 9. APPLICABLE REVIEW CRITERIA**

9.1 Applications for Economic Development Projects requesting economic assistance from the County, which meet the policies and objectives of the County's Economic Development Plan, shall receive priority.

Examples include, but are not limited to:

- A. Manufacturing firms (including intellectual property such as computer software).
- B. Projects, which enhance the exporting capacity of companies and/or provide goods and services, which currently have to be imported to Cibola County and meet the mission of the New Mexico State Grants Campus.
- C. Private companies seeking to build, expand, or relocate facilities.

- D. Private companies that provide facilities or services that enhance the ability of Cibola County businesses to operate.
- E. Organizations that assist business start-ups or bring small companies together to increase their competitive abilities. This must involve a tangible project, which will create jobs and promote industry. Examples include, but are not limited to:
  - a. Business incubators.
  - b. Art incubators or coalition (e.g. a performing arts coalition seeking construction rehearsal or performance facilities).
  - c. Public markets for farmers, gardeners, crafts, etc.
  - d. Organizations that foster economic development by promoting work force development efforts such as apprenticeships or other job training programs.
- F. Projects in industry clusters listed above are particularly encouraged, but others are eligible to apply as well. The intention is to retain flexibility in the use of incentives
- G. Qualifying entities with existing contract or projects with the County when this plan is adopted may propose a restructuring of their projects as an Economic Development Project.
- H. Projects that address the artistic, cultural, social, and recreational needs of the community given that the well-being and satisfaction of residents contributes to population retention and expansion.

9.2 All applications for Economic Development Projects requesting economic assistance from the County shall submit a cost-benefit analysis. Preparing a cost-benefit analysis shall be the responsibility of the applicant. The County retains the right to specify a format and methodology for the cost-benefit analysis. The CCEDF shall review and approve the methodology used. The source and rationale for any multiplier effects shall be identified. The cost-benefit analysis shall show that the County will recoup the value of its contribution within a period of ten (10) years. The analysis shall address the following:

- A. The number and type of jobs to be created or retained; both temporary construction jobs and permanent jobs (by New Mexico Department of Labor job category).
- B. Pay scale of jobs.
- C. Determination of which jobs are expected to be filled locally and which will be filled by transfers from other facilities or recruited from outside the Cibola County area;
- D. Total payroll expected at start-up and after one (1) year.
- E. Anticipated impact on local tax base.
- F. Anticipated impact on local school systems.

9.3 All applicants for Economic Development Projects requesting economic assistance from the County shall require the same review required of Industrial Revenue Bond applications. This review shall focus on environmental and community impacts of proposed projects. Special attention shall be given to job training and career advancement programs and policies. Projects shall demonstrate a strong commitment to providing career opportunities for Cibola County area residents. Cultural impacts of projects shall also be considered.

9.4 Any qualifying entity seeking assistance shall prepare and make available a job training and career development plan for their employees.

9.5 All applicants for Economic Development Projects requesting economic assistance from the County shall clearly demonstrate the benefits which will accrue to the community as a result of the contribution of public resources. The County has considerable flexibility in determining what are considered adequate benefits. Benefits such as providing components or production capabilities that enhance a targeted industry cluster, or addressing critical deficiencies in the regional economy may be recognized. The benefits claimed of any proposal will receive careful scrutiny, however, it is the intent of this Ordinance to provide flexibility in the evaluation of these benefits and to recognize the qualitative as well as quantitative impact of a proposal.

9.6 All applicants for Economic Development Projects requesting assistance from the County shall clearly demonstrate how the qualifying entity is making a substantive contribution. The contribution shall be of value and may be paid in money, in-kind services, jobs, expanded tax base, property, or other items or services of value for the expansion or improvement of the economy. The County retains flexibility in defining the "substantive contributions". The benefits identified in the previous paragraphs may be accepted as adequate contributions on their own, or cash donations may be required. Assistance in providing affordable housing to its employees or the community at large may also qualify. Determination of what constitutes an acceptable contribution for a given project shall be at the discretion of the governing body.

#### 9.7 Enterprise Loan Fund Application Review Criteria

Applicants for loans from the Enterprise Revolving Loan Fund shall clearly demonstrate how the qualifying entity is making a substantive contribution. The contribution shall be of value and may be paid in money, in-kind services, jobs, expanded tax base, property, or other items or services of value for the expansion or improvement of the economy. Determination of what constitutes an acceptable contribution for a given project shall be at the discretion of the Executive Director of NWNMCOG.

### **Section 10. PUBLIC SAFEGUARDS**

10.1 All Economic Development Projects receiving assistance from the County shall be subject to an annual performance review conducted by the CCEDF. This review shall evaluate whether the project is attaining the goals and objectives set forth in the Project Participation Agreement. This review shall be presented to the governing body for their consideration. The governing body at a public hearing may terminate assistance to the project by provisions set forth in the Agreement, which terminates the agreement and specifies the disposition of all assets and obligations of the project.

10.2 The County shall retain a security interest, which shall be specific in the Project Participation Agreement. The type of security given shall depend upon the nature of the Economic Development Project and assistance provided by the County. Types of security may include, but are not limited to:

- A. Letter of credit in the County's name.
- B. Performance bond equal to the County's contribution.
- C. A mortgage or lien on the property or equipment.

- D. Pro-rated reimbursement of donation if company reduces work force or leaves the community before the term agreed to.
- E. Other security agreeable to both parties.

10.3 Should a qualifying entity move, sell, lease, or transfer a majority interest in the Economic Development Project before the expiration of the Project Participation Agreement, the County retains the right to deny any and all assignments, sales, leases or transfers of any interests in the Economic Development Project until adequate assurances are made that the transferee, assignee or lessee is a qualifying entity and that the terms of the agreement will be satisfied by the transferee, assignee, or lessee. At its discretion, the County may choose to deny said assignment, lease or transfer or may negotiate a new agreement with the new operator, or the town may reclaim the facility and enter into an agreement with the new qualifying entity.

10.4 Any qualifying entity seeking assistance from public resources shall commit to operate in accordance with its Project Participation Agreement for a minimum of ten (10) years from the date the Ordinance is adopted and the governing body passes the Project Participation Agreement.

#### **Section 11. PROJECT PARTICIPATION AGREEMENT**

11.1 The qualifying entity shall prepare with the County a Project Participation Agreement. This Agreement is the formal document, which states the contribution and obligation of all parties in the Economic Development Project. The Agreement must state the following items:

- A. The economic development goals of the project;
- B. The contribution of the County and the qualifying entity;
- C. The specific measurable objectives upon which the performance review will be read;
- D. A schedule for project development and goal attainment;
- E. The security being offered for the County's investment
- F. The procedures by which a project may be terminated and the County's investment recovered; and,
- G. The time period for which the County shall retain an interest in the project. Each Project Agreement shall have a "sunset" clause after which the County shall relinquish interest in and oversight of the project.

11.2 Each Project Participation Agreement shall be subject to review and approval by the governing body at a public hearing.

#### **Section 12. PROJECT MONIES**

All project monies shall be kept in a separate account by the entity and the County, with such account clearly identified. These accounts shall be subject to an annual independent audit.

#### **Section 13. TERMINATION**

The governing body may terminate this Ordinance and the County's Economic Development Plan and any or all Project Participation Agreements undertaken under its authority. Termination shall be by Ordinance at a public hearing or in accordance with the termination of the Project Participation

Agreement. If an Ordinance or a Project Participation Agreement is terminated, all contract provisions of the Project Participation Agreement regarding termination shall be satisfied. Upon termination of the Ordinance or any Project Participation Agreement, any County monies remaining in the County project accounts shall be transferred to the County's general fund.

**Section 14. JOINT REGIONAL PROJECTS**

The County may engage in Economic Development Projects involving one or more other government entities for projects, which encompass more than one municipality or county. In such instances, the relevant governing bodies shall adopt a Joint Powers Agreement. This Agreement will establish the application criteria and the terms of all Project Participation Agreements. Criteria established under a Joint Powers Agreement shall be consistent with the provisions of this Ordinance.

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this 23<sup>rd</sup> day of March, 2017.

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Robert Armijo  
Commissioner, District I

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Daniel J. Torrez  
Commissioner, District II

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Jack Moleres  
Commissioner, District III

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Robert Windhorst  
Commissioner, District IV

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Martha Garcia  
Commissioner, District V

Attest:

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Michelle E. Dominguez  
Cibola County Clerk

***Cibola County Commission***  
**Regular Meeting**  
**Thursday February 23, 2017**

The Cibola County Commission held a Regular Meeting on Thursday February 23, 2017 at 5:30 pm in the Cibola County Commission Center

**Elected Officials Present Staff**

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

Tony Boyd, County Manager  
Joseph Sanders, Financial Analyst  
Julie Quintana, Admin Assistance  
Michelle Dominguez, County Clerk  
Natalie Grine, Chief Deputy Clerk

**A. CALL TO ORDER**

Chairman Moleres, called the meeting to Order at 5:37 pm.

**B. ROLL CALL**

Commissioner Moleres does roll call-5-5 Commissioners in attendance.

**C. Pledge of Allegiance** Recited by all.

**D. Prayer** Commissioner Garcia led us in prayer.

**E. Approval of Agenda**

Motion to approve the agenda with the removal of item A. under Presentations was made by Commissioner Armijo, second by Commissioner Torres 4-0 affirmative.

**F. Approval of Minutes**

**January 26<sup>th</sup>, 2017 Regular Commission Meeting.**

Commissioner Garcia made a motion to approve the minutes for the Regular Commission meeting of January 26, 2017 second by Commissioner Windhorst 3-0 affirmative.

**February 26<sup>th</sup>, 2017 Special Meeting.**

Commissioner Armijo stated that he had voted no on item a. Resolution 17-15, Chief Deputy Pay which the minutes say that he obtained Commissioner Torres also mentioned that he also abstained. Manager Boyd stated he remembered both commissioners abstaining. Manager Boyd asked if the Clerk's office would listen to the audio and make sure what was motioned. Motion to approve the minutes for the Special meeting of February 26<sup>th</sup>, 2017 was made by Commissioner Garcia second by 2<sup>nd</sup> Vice Chairman Windhorst Commissioner Torres abstained, and 1<sup>st</sup> Vice Chairman Armijo abstained. 3-0 affirmative

## **G. REPORTS**

### **A. Monthly Sheriff's Department Report- January 2017**

Report on file.

Sheriff Tony Mace gave a brief report that there were 1,050 total calls, 13 accidents, 43 arrests/warrants transports, 25 citations, 30 warnings. Sheriff Mace also mentioned that they took a k-9 to Milan Elementary School, and all was good nothing came up. Commissioner Torres asked are you taking the K-9 by request of the school, Mace replied yes so far we have taking the K-9 twice to the Middle School and twice to the High School.

### **B. Monthly Detention Center Report-January 2017**

Report on File

Michael Dodd's gave a brief report, he stated to the commissioners that the Detention center averaged about 253 inmates in a day. For the month there were 309 county inmates for a total of 4,725 billing days and costing the county about \$242,000. There were 230 paying customer beds for a total of 3,375 billing days, earning about \$182,000 for the county. Dodds also stated that the juvenile inmate expense was \$27,875 for January that was for 13 inmates with a total of 168 billing days. Dodds also reported that the county has paid nearly \$118,000 in juvenile inmate expense to the Gallup Juvenile Detention Center.

### **C. Monthly Road Department Report- January 2017**

Report on File

Gary Porter was unable to attend, Manager Boyd gave a brief report.

### **D. County Complex Remodel Expense Report**

Report on File

Manager Boyd stated to the Commissioners that the complex is 98-99% complete, and the county was only over \$481,450.35 that is about 3.5% of the project. The total cost is \$13,348.157. Revenue for the project included the\$ 12.5 in bond money, \$99,000 in 2013 capital outlay, \$240,000

in 2014 capital outlay and a Continental Divide Electric Coop rebate check of \$24,210. Manager Boyd also thanked Jaynes Construction, NCA Architects and the County team for their hard work. Manager Boyd presented certificates of appreciation to Judy Horacek, Joseph Sanders, Francis Medina, and Jaunita Rodriguez for their hard work on the project.

#### **H. Presentations**

1. Assessor's Budget Report

Jenna Rodriguez gave a brief report on the Assessor's Budget Report.

#### **I. Public Comment**

1. Steve Williams informed the County Commissioners that Resolution 16-48 was in violation of caring of firearms.
2. David Loeffler stated to the Commissioners he also had a problem with Resolution 16-48 and would like to see Sec12 subsection B removed from the Resolution.
3. Thomas Mandrot stated that Resolution 17-48 was a violation of anyone wanting to carry a concealed weapon.
4. Eileen Yarbrough with Economic Development has invited the Commissioners and staff to attend Cibola County Day on March 1<sup>st</sup> 2017 in Santa Fe which will be held at our State Capital Round House. Eileen also mentioned there will be a dinner held at the Bull Ring in Santa Fe on February 28, 2017 for those who want to attend.



**J. New Business**

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

Motion to approve Resolution 15-48 with the removal of Section 12 Subsection B Weapons made by 2<sup>nd</sup> Vice Chair Windhorst, second by 1<sup>st</sup> Vice Chair Armijo 5-0 affirmative.

**2. Consideration of Resolution 17-15, Benefits & Salaries of Appointed Officials**

Motion to approve Resolution 17-15, Benefits & Salaries of Appointed Officials made by 1<sup>st</sup> Vice Chair Armijo, second by Commissioner Garcia 5-0 affirmative.

**3. Consideration of Resolution 17-18, Cibola County Inclement Weather Closure Policy**

Motion to approve Resolution 17-18, Cibola County Inclement Weather Closure Policy made by 1<sup>st</sup> Vice Chair Armijo, second by Commissioner Torres 5 -0 affirmative.

**4. Consideration of Resolution 17-19, Appointment of County Board of Registration**

Motion to approve Resolution 17-19, Appointment of County Board of Registration made by 1<sup>st</sup> Vice Chair Armijo, second by Commissioner Torres 5-0 affirmative.

**5. Consideration of Memorandum of Understanding with Navajo Nation for Early Voting and Space Use Agreement**

Motion to approve MOU with Navajo Nation for Early Voting and Space Use Agreement made by 1<sup>st</sup> Vice Chair Armijo, second by Commissioner Torres 5-0 affirmative.

**6. Cibola General Hospital Rent**

Motion to approve Cibola General Hospital Rent was made by 1<sup>st</sup> Vice Chair Armijo, second by Commissioner Torres 5-0 affirmative.

**7. Workshop for Policies and Procedures with Council of Governments and Attorneys**

Motion to approve Workshop for Policies with Council of Governments and Attorneys made by Commissioner Garcia, second by Commissioner Torres 50 affirmative.

**8. Appointment of One Member to Cibola General Hospital Board**

Motion to Appoint Robert Windhorst to the Cibola General Hospital Board made by 1<sup>st</sup> Vice Chair Armijo, second by Commissioner Torres 5-0 affirmative.

**9. Direction to Publish updated LEDA Ordinance**

Motion to Publish updated LEDA Ordinance 17-02 made by Commissioner Torres, second by 1<sup>st</sup> Vice Chair Armijo 5-0 affirmative.

**K. Managers' Report**

Manager Boyd stated to the Commissioners that a memo was sent out last week to the Department heads and elected officials of his decision to suspend all County credit cards, also known as P-Cards except for five, the five cards are for the Detention Center, the Sheriff's Office, the Road Department and the Maintenance Department. Manager Boyd mentioned that this would control the counties spending.

**L. Comments**

- a. Staff: No comments from staff at this time.
- b. Commission: No comments at this time.

**M. Executive Closed Session 8:15pm**

Motion and roll call vote to go into executive session and that, pursuant to New Mexico State Statute Section §10-15-1, and only the following matters will be discussed in closed session made by Commissioner Garcia , second by Commissioner Torres 5-0 affirmative at 8:20 p.m.

1. Land Next to La Mesa Mall
2. Real Property Lease-Culinary Arts
3. Real Property Lease- Smith's
4. Disposition of Old Bank Building

Motion and roll call vote to return to regular session and that matters discussed in closed session were limited to those specified in motion for closure, and that no final action was taken, as per New Mexico Statutes Section §10-15-1 was made by Commissioner Armijo, second by Commissioner Torres 5-0 affirmative. 8:49 p.m.

**N. Action Item**

**1. Consideration of Purchase –Land Next to La Mesa Mall**

Motion to Purchase –Land Next to La Mesa Mall made by Commissioner Torres, second by 1<sup>st</sup> Vice Chair Armijo, Chairman Moleres abstained 4-4 affirmative.

**2. Consideration of Lease-Culinary Arts**

Motion to Consider Lease – Culinary Arts made by 1<sup>st</sup> Vice Chair Armijo, Second by Commissioner Torres 5-5 affirmative.

**3. Consideration of Lease-Smith's**

Motion to Consider Lease-Smith's was made 1<sup>st</sup> Vice Chairman Armijo, second by Commissioner Windhorst 5-5 affirmative.

**4. Consideration of Disposition of Old Bank Building**

Motion to Consider of Disposition of Old Bank Building made by 1<sup>st</sup> Vice Chairman Armijo, second by Commissioner Torres 5-5 affirmative.

**O. ANNOUNCEMENTS**

The next Regular Commission Meeting will be held Thursday March 23, 2017 at 5:00 pm immediately following the Board of Finance Meeting in the Cibola County Commission Chamber Room, 700 East Roosevelt Ave, Suite 50

**P. ADJOURNMENT**

A motion to adjourn the meeting made by Commissioner Garcia, second by Commissioner Torres 5-0 affirmative at 8:53 pm.

***Cibola County Commission***  
**Special Meeting**  
**Thursday March 2, 2017**

The Cibola County Commission held a Special Meeting on Thursday March 2, 2017 at 5:30 pm in the Cibola County Commission Room

**Elected Officials Present Staff**

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

**Tony Boyd, County Manager**  
**Michelle Dominguez County Clerk**  
**Heather Paintin, Recording/Filing Clerk**

**1. Call to Order**

Chairman Moleres called the meeting to Order at 5:30 p.m.

**2. Roll Call**

Chairman Moleres does roll call 3-3 Commissioners in attendance. Commissioner Torrez and Commissioner Armjo were absent.

**3. Pledge of Allegiance**

2<sup>nd</sup> Vice Chairman Windhorst led us in the Pledge of allegiance, Recited by all.

**4. Prayer**

Manager Tony Boyd led us in prayer.

**5. Approval of Agenda**

Commissioner Garcia made a motion to approve the agenda, second by 2<sup>nd</sup> Vice Chairman Windhorst, 3-3 affirmative.

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

- a. Consideration of Resolution 17-20, LDWI Grant

Motion of resolution 17-20, LDWI Grant made by Commissioner Garcia, second by 2<sup>nd</sup> Vice Chairman Windhorst, 3-3 affirmative.

- b. Consideration of Mechelle Cody to attend a lifesavers conference in North Carolina on 03/26/2017

Motion to approve Mechelle Cody to attend a lifesavers conference in North Carolina on 03/26/2017 made by 2<sup>nd</sup> Vice Chairman Windhorst, second by Commissioner Garcia, 3-3 affirmative.

## **7. Announcements**

The next Regular Commission Meeting will be held on Thursday, March 23, 2017 at 5:00 p.m. Immediately following the Board of Finance Meeting in the Cibola County Commissioner Chamber Room, 700 East Roosevelt Ave, Suite 50.

## **8. Adjournment**

Meeting called to adjourn by 1<sup>st</sup> Vice Chairman Moleres at 5:45 p.m. 3-3 affirmative.



# Cibola County Sheriff's Office

*Sheriff Tony Mace*

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

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

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

The following are statistics for the Cibola County Sheriff's Department for February 1, 2017 through February 28, 2017.

	PREVIOUS YR	
Accidents	10	9
Arrests	64	64
Transports	22	29
Warrant Transports	22	22
Calls	999	678
Citations	41	26
Warnings	21	38
Civil Papers SERVED	54	61
Incidents	54	59

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

## FEBRUARY 2017 COMMISSION REPORT

Bookings For February 2017
Bookings For January 2017

Bookings	Releases
217	240
256	274

Daily Average Inmate Count for February 2017
Daily Average Inmate Count for January 2017
Highest facility count for the month of February 2017

Male	Female	Total
181	40	222
203	50	253
242	44	198

Revenue Collected for February 2017		
Co. Correctional Fac GRT.	\$41,963.84	February 2017 For January 2017
Housing	\$170,789.08	Collected in February 2017
Federal Transports	\$7,204.12	Collected in February 2017
Medical	\$1,893.99	Reimbursements & Fees
All Other	\$3,861.58	Inmate Fees, Commissions, Other Revenue
Correction Fees		
New Mexico State - Cop		
Total	\$225,712.61	

Rent paid for February 2017	\$9,821.00	From State to General fund
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Juvenile Care paid for February 2017	\$13,891.12	Juvenile's are currently held at the McKinley County Detention Center.
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Paying February 2017					
County, City & Federal	# of Inmates	Average # of Billing Days	Billing Days	Rate	Total
City of Grants	70	5.1	361	65.00	\$23,270.00
Village of Milan	10	3.2	32	65.00	\$1,690.00
United States Marshals	66	24.4	1,616	50.13	\$96,960.00
Valencia County				75.00	
Socorro County				75.00	
Rio Arriba County	22	14.1	312	75.00	\$23,400.00
Catron County				75.00	
Mora County	3	23.6	71	75.00	\$5,325.00
Kirtland Air Force Base	1	2	2	75.00	\$150.00
Prisoner Transportation Services	17	2.1	37	75.00	\$2,550.00
U.S. Corrections				75.00	
San Miguel County	3	16.3	49	75.00	\$3,675.00
Security Transport Services				75.00	
<b>Totals</b>	192	90.8	2480		\$157,020.00

February 2017 Non Paying					
Non Paying	# of Inmates	Average # of Billing Days	Billing Days	Rate	Total
APPO	45	14	632	57.00	\$27,417.00
Magistrate Court	131	9.3	1,223	57.00	\$66,160.50
District Court	97	21.2	2,059	57.00	\$107,758.50
Totals	273	44.5	3,914		\$201,336.00



# JUVENILE DETENTION LISTING FEBRUARY 2017

FROM DATE	TO DATE	Man - Days	Total
2/9/17 13:23	2/24/17 12:10	14 DAYS & 22.77 HOURS	\$2,615.99
2/1/17 0:00	2/28/17 23:59	28 DAYS	\$4,900.00
2/1/17 0:00	2/9/17 6:55	8 DAYS & 6.92 HOURS	\$1,450.45
2/1/17 0:00	2/14/17 1:01	13 DAYS & 1.02 HOURS	\$2,282.44
2/2/17 18:02	2/8/17 14:04	5 DAYS & 20.02 HOURS	\$1,020.95
2/1/17 0:00	2/10/17 6:21	9 DAYS & 6.35 HOURS	\$1,621.29

Total Man - Days: 84

Rate Per Day: \$108.00

Total Due: \$13,891.12

Year To Date	
Month	Amount
July	\$14,959.49
August	\$17,091.09
September	\$11,086.29
October	\$19,691.57
November	\$6,429.03
December	\$20,855.68
January	\$27,875.03
February	\$13,891.12
March	
April	
May	
June	

Total To Date: \$131,879.30

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

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

CONFINED/BOOKED/RELEASED in the month of Ap

**Feb-17** 217 Released 240

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

**Feb-17** Male 181 Female 40

3) For the month of FEBRUARY, how many allegations of inmate-on-inmate NONCONSENSUAL SEXUAL ACTS were rep

**Feb-17** 0

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

a. Substantiated **February** 0

b. Unsubstantiated **February** 0

c. Unfounded **February** 0

d. Investigation Ongoing **February** 0

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

**Feb-17** 0

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

a. Substantiated **February** 0

b. Unsubstantiated **February** 0

c. Unfounded **February** 0

d. Investigation Ongoing **February** 0

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

**Feb-17** 0

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

a. Substantiated **February** 0

b. Unsubstantiated **February** 0

c. Unfounded **February** 0

d. Investigation Ongoing **February** 0

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

**Feb-17** 0

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

a. Substantiated **February** 0

b. Unsubstantiated **February** 0

c. Unfounded **February** 0

d. Investigation Ongoing **February** 0

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

**Feb-17** 0

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

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

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

***700 E. Roosevelt Suite 50***

***Grants NM 87020***

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



***Thursday, March 2, 2017***

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

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

***Re: Monthly Report: 2/1/17 -2/28/17 (February)***

## **Regular Maintenance**

### **Blade & Shape**

<b><u>Road</u></b>	<b><u>Description</u></b>	<b><u>Miles</u></b>
<b><i>C1</i></b>	<b><i>Marquez Rd.</i></b>	<b><i>17.208</i></b>
<b><i>C81</i></b>	<b><i>Alamo Rd.</i></b>	<b><i>6.965</i></b>
<b><i>C2</i></b>	<b><i>Rio Puerco Rd.</i></b>	<b><i>3.234</i></b>
<b><i>C4</i></b>	<b><i>Piedra Lumbre Rd.</i></b>	<b><i>4.991</i></b>
<b><i>C63</i></b>	<b><i>Anaconda Rd.</i></b>	<b><i>5.931</i></b>
<b><i>C34</i></b>	<b><i>Pine Hill Rd.</i></b>	<b><i>9.744</i></b>
<b><i>C28A</i></b>	<b><i>Plano Colorado Frontage Rd.</i></b>	<b><i>2.640</i></b>
<b><i>C35D</i></b>	<b><i>W. Homestead Rd.</i></b>	<b><i>2.949</i></b>
<b><i>C35</i></b>	<b><i>Fence Lake Community Rd.</i></b>	<b><i>9.064</i></b>
<b><i>C47</i></b>	<b><i>Mesa Ridge Rd.</i></b>	<b><i>7.148</i></b>
<b><i>C49</i></b>	<b><i>Zuni Canyon Rd. (Grants)</i></b>	<b><i>15.427</i></b>
<b><i>C48A</i></b>	<b><i>Timberlake Rd.</i></b>	<b><i>16.400</i></b>
<b><i>Total Miles</i></b>		<b><i>101.701</i></b>

## **Special Projects**

<b><i>C1</i></b>	<b><i>Marquez Rd. - Shoulder work.</i></b>
<b><i>C19A</i></b>	<b><i>Cantina Homestead Rd. - Putting up signs.</i></b>
<b><i>C17</i></b>	<b><i>Mt. Taylor Addition - Putting up signs &amp; posts &amp; patching.</i></b>
<b><i>C30</i></b>	<b><i>Bluewater South - Patching, cleaning culverts, cutting trees.</i></b>
<b><i>C44</i></b>	<b><i>Porter Ranch Rd. - Cutting trees &amp; hauling trees.</i></b>
<b><i>C21</i></b>	<b><i>Murray Acres - Patching.</i></b>
<b><i>C22</i></b>	<b><i>Broadview Acres - Patching.</i></b>

<b>C24A</b>	<b><i>Tietjen &amp; Forest Park Rd. - Putting up signs.</i></b>
<b>C8</b>	<b><i>Encinal-Cubero - Patching.</i></b>
<b>C20</b>	<b><i>San Mateo Roads - Checking for snow.</i></b>
<b>C14</b>	<b><i>San Fidel Village -Checking for snow.</i></b>
<b>C7</b>	<b><i>Cubero - Checking for snow.</i></b>
<b>C23A</b>	<b><i>Nursery Rd. - Patching.</i></b>
<b>C58</b>	<b><i>San Rafael Village - Sweeping water from intersection, cleaning manhole covers.</i></b>
<b>C23</b>	<b><i>Ralph Card Rd. - Patching.</i></b>
<b>C18</b>	<b><i>Horace Mesa Rd. - Shoulder work.</i></b>
<b>C48</b>	<b><i>Mallery Rd. - Putting up signs.</i></b>
<b>C47</b>	<b><i>Mesa Ridge Rd. - Cleaning cattle guards.</i></b>
<b>C48A</b>	<b><i>Timberlake Rd. - Cleaning cattle guards.</i></b>

***Moving excavator for the City of Grants***

***Snow Removal***

<b>C59</b>	<b><i>Dwight Small Rd.</i></b>
<b>C49</b>	<b><i>Zuni Canyon Rd. (Grants)</i></b>
<b>C18</b>	<b><i>Horace Mesa Rd.</i></b>
<b>C18A</b>	<b><i>Lobo Creek Rd.</i></b>
<b>C18B</b>	<b><i>La Jara Mesa Rd.</i></b>
<b>C19</b>	<b><i>Cantina Rd.</i></b>
<b>C19A</b>	<b><i>Cantina Homesites Rd.</i></b>
<b>C19B</b>	<b><i>La Mosca Tank Rd.</i></b>
<b>C50</b>	<b><i>Zuni Canyon Rd.</i></b>

# Cibola County Road Dept.

700 E. Roosevelt Suite 50  
Grants NM 87020  
505-285-2570 Phone Fax 505-287-3656



## **MAINTENANCE REPORT**

**February 2017**

<b>Road Dept.</b>	<b>132</b>	<b>9.53</b>	<b>0.5</b>	<b>\$ 17.50</b>	<b>\$ 18.28</b>
<b>Road Dept.</b>	<b>132</b>	<b>163.69</b>	<b>6.5</b>	<b>\$ 17.50</b>	<b>\$ 277.44</b>
<b>Road Dept.</b>	<b>139</b>	<b>624.57</b>	<b>8</b>	<b>\$ 17.50</b>	<b>\$ 764.57</b>
<b>Road Dept.</b>	<b>139</b>	<b>115.81</b>	<b>4</b>	<b>\$ 17.50</b>	<b>\$ 185.81</b>
<b>Road Dept.</b>	<b>141</b>	<b>49.32</b>	<b>1.5</b>	<b>\$ 17.50</b>	<b>\$ 75.57</b>
<b>Road Dept.</b>	<b>150</b>	<b>89.99</b>	<b>2</b>	<b>\$ 17.50</b>	<b>\$ 124.99</b>
<b>Road Dept.</b>	<b>150</b>	<b>27.06</b>	<b>0.5</b>	<b>\$ 17.50</b>	<b>\$ 35.81</b>
<b>Road Dept.</b>	<b>151</b>	<b>23.81</b>	<b>1.5</b>	<b>\$ 17.50</b>	<b>\$ 50.06</b>
<b>Road Dept.</b>	<b>154</b>	<b>39.47</b>	<b>1</b>	<b>\$ 17.50</b>	<b>\$ 56.97</b>
<b>Road Dept.</b>	<b>157</b>	<b>24.13</b>	<b>0.75</b>	<b>\$ 17.50</b>	<b>\$ 37.26</b>
<b>Road Dept.</b>	<b>209</b>	<b>123.83</b>	<b>1</b>	<b>\$ 17.50</b>	<b>\$ 141.33</b>
				<b>TOTAL</b>	<b>\$ 1,768.09</b>
<b>Sheriff's</b>	<b>G-68921</b>	<b>\$30.54</b>	<b>0.75</b>	<b>\$ 17.50</b>	<b>\$ 43.67</b>
<b>Sheriff's</b>	<b>G78153</b>	<b>\$725.42</b>	<b>16</b>	<b>\$ 17.50</b>	<b>\$ 1,005.42</b>
<b>Sheriff's</b>	<b>G-78723</b>	<b>\$79.99</b>	<b>36</b>	<b>\$ 17.50</b>	<b>\$ 709.99</b>
<b>Sheriff's</b>	<b>G-90667</b>	<b>\$8.00</b>	<b>2</b>	<b>\$ 17.50</b>	<b>\$ 43.00</b>
<b>Sheriff's</b>	<b>G-96442</b>	<b>\$8.00</b>	<b>1.5</b>	<b>\$ 17.50</b>	<b>\$ 34.25</b>
				<b>TOTAL</b>	<b>\$ 1,836.33</b>
<b>Detention</b>	<b>G-59969</b>	<b>\$52.51</b>	<b>1.5</b>	<b>\$ 17.50</b>	<b>\$ 78.76</b>
<b>Detention</b>	<b>G-60180</b>	<b>\$86.74</b>	<b>4</b>	<b>\$ 17.50</b>	<b>\$ 156.74</b>
				<b>TOTAL</b>	<b>\$ 235.50</b>
<b>Manager's</b>	<b>G-81222</b>	<b>\$105.10</b>	<b>2</b>	<b>\$ 17.50</b>	<b>\$ 140.10</b>
<b>Manager's</b>	<b>G-95862</b>	<b>\$136.07</b>	<b>3</b>	<b>\$ 17.50</b>	<b>\$ 188.57</b>
				<b>TOTAL</b>	<b>\$ 328.67</b>
<b>Clerk's</b>	<b>G-55649</b>	<b>\$46.90</b>	<b>1</b>	<b>\$ 17.50</b>	<b>\$ 64.40</b>
<b>Clerk's</b>	<b>G-64240</b>	<b>\$33.71</b>	<b>1</b>	<b>\$ 17.50</b>	<b>\$ 51.21</b>
<b>Clerk's</b>	<b>G-72255</b>	<b>\$44.64</b>	<b>1</b>	<b>\$ 17.50</b>	<b>\$ 62.14</b>
<b>Clerk's</b>	<b>G-86995</b>	<b>\$38.80</b>	<b>1</b>	<b>\$ 17.50</b>	<b>\$ 56.30</b>
				<b>TOTAL</b>	<b>\$ 234.05</b>
<b>Information Systems</b>	<b>G-53547</b>	<b>\$69.40</b>	<b>1.5</b>	<b>\$ 17.50</b>	<b>\$ 95.65</b>
				<b>TOTAL</b>	<b>\$ 95.65</b>

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

***515 W. High Street***

***Grants NM 87020***

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



## ***FUEL REPORT - CIBOLA COUNTY ROAD DEPARTMENT February 2017***

<b>UNLEADED</b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL.</b>	<b>TOTAL COST</b>
G-18461	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-18473	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-18464	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-02084	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-15638	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-29800	0.17	12.20	598	49.000	\$ 102.17
G-29091	0.18	11.34	475	41.900	\$ 87.07
G-23696	0.15	14.07	633	45.000	\$ 93.76
G-23697	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-39980	0.12	16.91	323	19.100	\$ 39.71
G-39988	0.21	9.88	563	57.000	\$ 118.91
G-57384	0.15	14.35	1,734	120.800	\$ 252.72
G-57619	0.11	19.41	330	17.000	\$ 35.71
G-57618	0.13	15.78	868	55.000	\$ 114.32
146	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-66164	0.13	15.90	N/U	12.200	\$ 25.35
G-66165	0.13	16.06	N/U	16.500	\$ 34.91
G-70482	0.15	13.59	655	48.200	\$ 101.07
G-78718	0.17	12.51	2,655	212.200	\$ 443.07
G-64239	0.10	19.90	408	20.500	\$ 42.62
G-86952	0.12	18.17	1,655	91.100	\$ 190.35
G-86953	0.09	23.20	2,831	122.000	\$ 255.22
G-86954	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-91750	0.14	15.43	716	46.400	\$ 96.94
G-34769	#VALUE!	#VALUE!	N/U	0.000	\$ -
503	#VALUE!	#VALUE!	N/U	0.000	\$ -
Extra card	#DIV/0!	0.00	0	3.000	\$ 8.74

***TOTAL GAS***

***976.900***

***\$ 2,042.64***



<b>DIESEL FUEL</b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL.</b>	<b>TOTAL COST</b>
G-50237	0.12	16.96	607	35.800	\$ 74.74
G-18484	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-18476	0.00	#DIV/0!	143	0.000	\$ -
G-18795	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-30550	0.45	4.67	1,358	290.700	\$ 613.12
G-30549	0.00	#DIV/0!	106	0.000	\$ -
G-38441	0.00	#DIV/0!	41	0.000	\$ -
G-67372	1.40	1.50	66	44.100	\$ 92.08
G-67371	0.39	5.46	1,568	287.100	\$ 606.34
G-70782	0.60	3.46	377	109.100	\$ 227.82
Distributor	#VALUE!	#VALUE!	N/U	0.000	\$ -
Water Truck	#VALUE!	#VALUE!	N/U	0.000	\$ -
New Transport	0.53	4.33	1,010	233.100	\$ 539.27
305	0.00	#DIV/0!	14	0.000	\$ -
306	#VALUE!	#VALUE!	N/U	0.000	\$ -
307	6.29	0.33	57	170.300	\$ 358.36
308	3.48	0.61	56	92.400	\$ 194.72
309	1.23	1.75	7	4.000	\$ 8.58
310	#VALUE!	#VALUE!	N/U	0.000	\$ -
311	1.94	1.07	13	12.100	\$ 25.26
312	#VALUE!	#VALUE!	N/U	0.000	\$ -
313	#VALUE!	#VALUE!	N/U	0.000	\$ -
314	3.19	0.65	21	32.100	\$ 67.03
416	9.81	0.21	91	424.400	\$ 892.98
417	7.69	0.27	76	277.600	\$ 584.06
418	8.34	0.25	76	300.300	\$ 633.85
501	#VALUE!	#VALUE!	N/U	0.000	\$ -
Extra card	#VALUE!	#VALUE!	N/U	0.000	\$ -
<b>TOTAL DIESEL</b>				<b>2313.100</b>	<b>\$ 4,918.21</b>

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

**Cibola County Road Dept.**

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



**FUEL REPORT CIBOLA COUNTY BY DEPARTMENT**  
**February 2017**

**SHERIFF'S DEPARTMENT**

<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-85515</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-85514</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-61113</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-68384</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-68920</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-68922</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-68921</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-68418</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-72224</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-72225</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-75188</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-78152</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-78153</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>

<b>G-78154</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-78717</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-78720</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-78721</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-78722</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-78723</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-86096</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-86996</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-85471</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>A-190-ULS</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-88607</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-88606</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-88608</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-88605</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>Max Pro</b> <i>Armored Truck</i>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-90204</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-90205</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>3035</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>4479</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>4481</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>207902</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>259</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>443</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>445</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>9058</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>

<b>2219</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-97570</b>	<b>\$0.30</b>	<b>7.59</b>	<b>1,080</b>	<b>142.240</b>	<b>\$ 327.29</b>
<b>TOTAL SHERIFF'S</b>				<b>142.240</b>	<b>\$ 327.29</b>
<b><u>MANAGERS</u></b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>7466</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>TOTAL MANAGERS</b>				<b>0.000</b>	<b>\$ -</b>
<b><u>RURAL ADDRESSING</u></b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G60137</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>TOTAL RURAL ADDRESSING</b>				<b>0.000</b>	<b>\$ -</b>
<b><u>EMERGENCY MANAGEMENT</u></b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-86167</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>TOTAL EMERGENCY MANAGEMENT</b>				<b>0.000</b>	<b>\$ -</b>
<b><u>BUILDING &amp; GROUNDS</u></b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-67587</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>TOTAL BUILDING &amp; GROUNDS</b>				<b>0.000</b>	<b>\$ -</b>
<b><u>I.T.(DATA PROCESSING)</u></b>					

<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-90878</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-53547</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>TOTAL DATA PROCESSING</b>				<b>0.000</b>	<b>\$ -</b>
<b><u>ASSESSORS</u></b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-78714</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-78715</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-81964</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>TOTAL ASSESSORS</b>				<b>0.000</b>	<b>\$ -</b>
<b><u>DETENTION</u></b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-60185</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-24336</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-57383</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-59969</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-60180</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-61368</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-63072</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-73152</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-78719</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-79636</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-79879</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>

<b>G-85729</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>Van #9 (new)</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>X-tra Card</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>TOTAL DETENTION</b>				<b>0.000</b>	<b>\$ -</b>

**ROAD DEPT. MOTORPOOL**

<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-18474</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>TOTAL ROAD DEPT. MOTORPOOL</b>				<b>0.000</b>	<b>\$ -</b>

**CONSOLIDATED DISPATCH**

<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-70403</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
<b>Generator</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
<b>TOTAL CONSOLIDATED DISPATCH</b>				<b>0.000</b>	<b>\$ -</b>

**CLERKS OFFICE**

<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-64240</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G55649</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-72255</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-86995</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>TOTAL CLERKS</b>				<b>0.000</b>	<b>\$ -</b>

**DWI PROGRAM**

<b><i>G-53823</i></b>	<b><i>#DIV/0!</i></b>	<b><i>#DIV/0!</i></b>	<b><i>0</i></b>	<b><i>0.000</i></b>	<b><i>\$ -</i></b>
<b><i>G-45051</i></b>	<b><i>#DIV/0!</i></b>	<b><i>#DIV/0!</i></b>	<b><i>0</i></b>	<b><i>0.000</i></b>	<b><i>\$ -</i></b>
<b><i>G-85669</i></b>	<b><i>#DIV/0!</i></b>	<b><i>#DIV/0!</i></b>	<b><i>0</i></b>	<b><i>0.000</i></b>	<b><i>\$ -</i></b>
<b><i>TOTAL DWI PROGRAM</i></b>				<b><i>0.000</i></b>	<b><i>\$ -</i></b>

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

8. **Reports**

- d. County Complex Remodel Final Report

No Documentation  
for this Item



9. **Presentation**

- a. Homestake Mining *After School Program at Future Foundations* – Joann Martinez

No Documentation  
for this Item

## Single-use Plastic Bag Update for Town Council, 10/13/2015

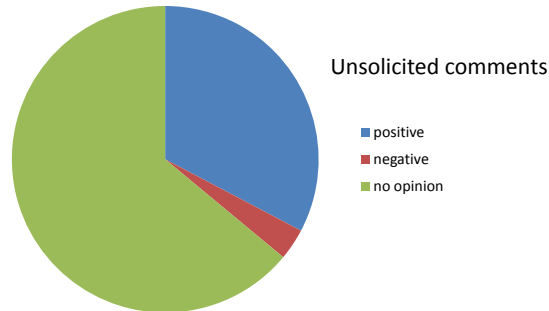
Terry Timme  
Planner, Office of Sustainability

### Single-use Plastic Bag Ordinance

- Town ordinance 1231 was passed on Jul. 8, 2014 and went into effect on Jan. 8, 2015
- The purpose of the ordinance was to reduce single-use plastic carryout bags at retail establishments, excluding restaurants
- The goal of the ordinance was to reduce litter in the town and at the landfill
- The ordinance mandated that retail establishments could only provide customers with reusable bags, recyclable paper bags or cardboard boxes. It did not preclude any store from charging for reusable bags

## Town efforts to prepare for ordinance

- Met with 211 retail establishments to provide details and listen to concerns – only 7 negative



- Encouraged stores to promote reusable bags

## Town efforts to prepare for ordinance

- Distributed 7400 reusable shopping bags to community
- Wide distribution
  - Events, 2000
  - Door-to-door, 2130
  - City offices, 1600
  - Other, 1670
- Assistance from PNM, Volunteer Center, Girl Scouts, and Community Youth Building
- Included recycling information with each bag



## Town efforts to prepare for ordinance

- Press releases in local media
- Promotion on local radio
- Display at City Hall



## Town efforts to prepare for ordinance



### Make Your Own Reusable Shopping Bag Contest

First Place  
Kathy Cole  
(Most Artistic and tied  
for Most Functional)



Second Place  
Diane LaFrance



Third Place  
Susan Lynch



Fourth Place  
Jacquyn Rodriguez  
(Best Use of Repurposed  
Materials)



Fifth Place  
Sandy Williamson  
(Tied for Most Functional)

Sponsored by: Town of Silver City Office of Sustainability,  
Aunt Judy's Attic, L & I Arts, Single Socks, WalMart, Silver  
City Food Coop, Silver City Museum, and Domino's Pizza

## Retail Adaptation to Ordinance

- Many stores offer reusable bags such as what the town distributed for sale for around \$1.
- Large retail establishments took two paths for carryout bags at registers
  - Heavy-weight (thickness > 2.25 mil) plastic bags designed to be reused over 100 times
  - Recyclable paper bags
- Most smaller retail switched to paper
- No fee to customer for bags at register

## Problems regarding the ordinance

- One store was sent a warning letter for using single-use plastic bags after ordinance went into effect
- No other code enforcement actions
- Some confusion for thrift stores that reused single-use bags was resolved by recommending they provide a place for customers to share bags. Most single-use bags now out of circulation so it is much less of an issue

## Impact of ordinance on litter to date

- Before and after photos indicate that plastic bag litter has been reduced significantly
- Visual impact noticeable around town and at landfill
- Litter not totally eliminated, still some paper and styrofoam cup litter
- Primarily associated with fast food carryout

### East Side of Walmart parking Lot

Before



3/1/2014

After



9/23/2015

### East Side of Walmart parking Lot

Before

After



3/1/2014



9/23/2015

### Barrier Fencing at Landfill

Before

After



4/2/2014



9/30/2015

## Barrier Fencing at Landfill

Before



4/2/2014

After



9/30/2015

## Quantitative analysis of litter

- Analysis of plastic bag litter on a one mile loop between Pine and 32<sup>nd</sup> Street on Swan and Silver Streets showed significant reduction ( $p < 0.005$ ) in plastic bag litter
- Chose 19 non-consecutive days in three time frames
  - Before enactment (Nov-Dec 2014)
  - Immediately after enactment (Jan-Mar 2015)
  - Nine months after enactment (Sept-Oct 2015)
- Currently NO single-use (or heavy-weight) plastic bags have been found





## Conclusions

- Ordinance 1231 was implemented without major problems
- Plastic bag litter has been significantly reduced making for an aesthetically more pleasing environment
- Incidence of bags blowing off of the landfill has been reduced saving labor and avoiding fines
- Merchant and customer complaints have not been significant
- Other communities have contacted us as a model

## **ORDINANCE NO. 1231**

### **AN ORDINANCE AMENDING CHAPTER 40 (SOLID WASTE), ARTICLE II (LITTER CONTROL) OF THE TOWN OF SILVER CITY MUNICIPAL CODE, BY ADDING A NEW SECTION 40-27 (REDUCTION OF SINGLE-USE PLASTIC CARRYOUT BAGS)**

**Sponsor: Councilor Cynthia Ann Bettison**

**WHEREAS**, the Town Council has the power and authority to make regulations to secure the general health and public welfare of the Town pursuant to its Charter, specifically Sections 5, 10, 11, and 12, and pursuant to State of New Mexico Statutes §3-18-1, §3-18-8 and §3-18-17; and

**WHEREAS**, Chapter 40, Article II of the Town's Municipal Code regulates littering within the Town; and

**WHEREAS**, the Town Council of the Town of Silver City finds that the proliferation of the use of single-use plastic carryout bags by commercial retail businesses within the Town contributes to litter upon both public and private land; and

**WHEREAS**, the Town Council finds that because the nature of plastic bags, wind conditions make it likely that such litter will move around the Town, presenting a continuing re-deposition of litter which is likely to have the effect of magnifying the amount of litter within the Town, and causing the Town to appear unsightly; and

**WHEREAS**, the Town Council finds that the proliferation of plastic bag litter has a negative effect upon the residents of the Town by creating an aesthetically displeasing environment; and

**WHEREAS**, the Town Council finds that there is a likelihood that the unsightly appearance of the Town will have a detrimental effect on tourism, with negative economic consequences for the Town and its inhabitants; and

**WHEREAS**, the Town Council finds that a set of reasonable regulations designed to reduce the use of single-use plastic carryout bags by retail establishments will be beneficial to the Town; and

**WHEREAS**, the Town Council finds that the use of reusable bags and recyclable paper grocery bags by retail establishments in the Town would lessen the long term effects of litter, and reduce deposits in the regional landfill; and

**WHEREAS**, the Town Council has deemed that the amendments to the Town's Code of Ordinances as provided for herein are necessary for the health, safety and welfare of the inhabitants of the Town;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF SILVER CITY, GRANT COUNTY, NEW MEXICO**, that:

Chapter 40, Article II, is hereby amended to include a new subsection:

**Sec. 40-27. Reduction of single-use plastic carryout bag use.**

A. Definitions: For the purposes of this Ordinance, the following words shall have the following meanings:

- (a) *Single-Use Plastic Carryout bag* means a carryout bag made of plastic that is provided by a retail establishment to a customer at the point of sale or checkout, that is neither intended nor suitable or durable for continuous reuse as a carryout bag or a plastic bag that is less than 2.25 mils thick.
- (b) *Reusable bag* means a bag with handles that is specifically designed and manufactured for multiple reuse and is either:
  - i. Made of cloth or other machine washable fabric;
  - ii. Made of durable plastic that is at least 2.25 mils thick; or
  - iii. Other durable material suitable for reuse.
- (c) *Recyclable paper bag* means a paper bag that meets the following requirements:
  - i. Contains a minimum average of 40 percent post-consumer recycled paper content; or
  - ii. Is certified by either the Forest Stewardship Council (FSC) or Sustainable Forestry Initiative (SFI); and

iii. Recyclable means material that is acceptable for recycling by the Town's and Grant County's available recycling collection programs. Recycling does not include burning, incinerating, converting, or otherwise thermally destroying solid waste.

(d) The following bags are excluded from this ordinance:

- i. Paper bags provided by pharmacies for the purpose of containing medications or other prescriptions;
- ii. Paper bags provided for the containment of carryout beverages or liquor sales;
- iii. Garment or laundry bags from any material;
- iv. Plastic bags provided to effect convenience and food safety by preventing contamination from any bulk, cooked, chilled, frozen or raw food.
- v. Paper bags customarily provided by a retail establishment as its primary bag as of the effective date of this ordinance.

(e) *Retail establishment* means any retail business including, without limitation, clothing, household goods, or personal items of any kind that sells directly to a customer. Examples include, but are not limited to, department stores, clothing stores, jewelry stores, grocery stores, pharmacies, home improvement stores, liquor stores, convenience stores, gas stations, and farmers markets. For purposes of this Ordinance, food banks, public eating establishments defined as restaurants, take-out food establishments, or any other business that receives 90% or more of its revenue from the sale of food, which is prepared on the premises, to be eaten on or off its premises, are not defined as retail establishments.

(f) *Person* shall mean a natural person operating a retail business, a business entity of any character operating a retail establishment, and any individual branch, outlet, or location of a retail business located within the Town.

#### B. MANDATORY USE OF REUSABLE BAGS AND RECYCLABLE PAPER BAGS.

- (a) All covered retail establishments shall provide only the following bag types at checkout to customers: reusable bags, recyclable paper bags and/or cardboard boxes.
- (b) Nothing in this section shall be read to preclude retail establishments from making reusable bags available for sale to customers.

#### C. ENFORCEMENT, PENALTIES, AND ADMINISTRATIVE REMEDIES.

- (a) Any person who violates this Ordinance shall be guilty of a municipal offense, and upon conviction thereof, said person shall be punished by a fine not less than \$100.00 nor more than \$500 for each offense. Each day of violation shall be considered a separate offense.
- (b) The Town Attorney may seek legal, injunctive, or other equitable relief to enforce this Ordinance, and the Town shall be entitled to recover costs and attorneys fees incurred therein.
- (c) If a person or retail establishment has evidenced a pattern of non-compliance with the provisions of this Ordinance, the Code Enforcement Officer of the Town shall refer the

matter to the Town Council, who may, after public hearing, revoke the business license or registration of the offending party. A pattern of non-compliance may be evidenced by multiple violations of this Ordinance as well as proof of administrative attempts at gaining compliance.

**D. OPERATIVE DATE.**

All of the requirements set forth in this Ordinance shall become effective six (6) months after its adoption date.

**E. SEVERABILITY.**

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

**PASSED, ADOPTED AND APPROVED** by vote of the Council of the Town of Silver City, Grant County, New Mexico, this 8th day of July, 2014.

(Seal)

TOWN OF SILVER CITY

/s/

\_\_\_\_\_  
Michael S. Morones, Mayor

ATTEST:

/s/

\_\_\_\_\_  
Ann L. Mackie, Town Clerk



**Cibola County Road Department  
700 East Roosevelt  
Grants, New Mexico 87020  
Phone (505) 285-2570 Fax (505) 287-3656  
Gary Porter – Public Works Director**

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**Cibola County  
NMDOT 2016 Annual Public Entity Hardship Sale  
Resolution # 17-21**

A RESOLUTION CERTIFYING THAT THE COUNTY OF CIBOLA IS SEEKING A FINANCIAL HARDSHIP WAIVER VIA THE LOCAL GOVERNMENT ROAD FUND, NMSA 1978, SECTION 67-3-28.2;

**WHEREAS,** the County of Cibola has become aware of the potential to acquire surplus automotive and major road equipment through the utilization of the financial hardship waiver via the local Government Road Fund in accordance with SHTD Rule No. 93.5 Amendment 1; (New Mexico State Highway and Transportation rule for Guidelines for Purchase of Surplus Equipment via Local Government Road Funds, filed December 8, 1994) (10-31-98); and

**WHEREAS,** the County of Cibola does not have the financial capability to expand any funds for new surplus equipment during the upcoming fiscal year; and

**WHEREAS,** it is essential to have available certain items of equipment (list attached) to complete ongoing county road improvement projects; and

**WHEREAS,** the Cibola County Commission agrees that the County of Cibola appears to qualify for the financial hardship waiver as provided for in SHTD Rule No. 93-5 Amendment 1;

**NOW, THEREFORE, BE IT RESOLVED,** that the Cibola County Board of Commissioners certifies that the County of Cibola be officially approved for a Financial Hardship Waiver as provided for under NMSA 1978, Section 67-3-28.2, in accordance with SHTD Rule No. 93-5 Amendment 1. (10-31-98)

**PASSED, APPROVED AND ADOPTED** by the governing body as its meeting of the 23<sup>rd</sup> day of March, 2017.

THE CIBOLA COUNTY BOARD OF COMMISSIONERS

---

Jack Moler, Chairman

---

Robert Armijo, 1<sup>st</sup> Vice Chair

---

Robert Windhorst, 2<sup>nd</sup> Vice Chair

---

Martha Garcia, Commissioner

---

Daniel Torrez, Commissioner

Attest:

---

Michelle E. Dominguez, Cibola County Clerk

**Cibola County Commission**

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

**Cibola County**

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



Tony M. Boyd  
County Manager

**Resolution No. 17-22**

**Fiscal Year 2017  
BUDGET ADJUSTMENT No. 3**

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

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

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

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

**PASSED, APPROVED and ADOPTED** by the governing body at its regular meeting on the 23rd day of March 2017.

**THE BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Jack P. Moleres, Chairman

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

\_\_\_\_\_  
Robert S. Windhorst, 2<sup>nd</sup> Vice-Chair

\_\_\_\_\_  
Daniel J. Torrez, Member

\_\_\_\_\_  
Martha Garcia, Member

**ATTEST:**

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



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

REVISÉD 12/08/06

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

**For Local Government Division use only:**

[illegible]

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

Mayor/Board Chairman	(Date)
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**Cibola County Commission**

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

**Cibola County**

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



Tony M. Boyd  
County Manager

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**RESOLUTION NO. 17-23**

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

WHEREAS, the County of Cibola ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"), and the County of Cibola ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the public project revolving fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Authority for public projects; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of Bluewater VFD Station ("Project") for the benefit of the Governmental unit and its citizens; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

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

Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved and confirmed.

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

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

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

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

PASSES APPROVED AND ADOPTED this 23<sup>rd</sup> day of March 2017.

GOVERNING BODY

By \_\_\_\_\_  
Commission Chairman

(Seal)

ATTEST:

\_\_\_\_\_  
County Clerk

February 17, 2017

Ms. Francis R. Medina, CPO, CFM  
Cibola County Complex  
700 E. Roosevelt Avenue, Suite 50  
Grants, NM 87020

**RE: Fee Proposal for Bluewater Village Fire Department Addition**

Dear Ms. Medina:

Huitt-Zollars is pleased to provide the following design services fee proposal for the above referenced project. Per our recent conversations and site visits, we have developed the following Scope of Services and Fee based on our understanding of the project requirements.

**ASSUMPTIONS / CONDITIONS**

- This proposal does not include any EPA Section 402 Storm Water Pollution Prevention Plan (SWPPP) services.
- If required, landscape and landscape irrigation plans will be completed by others.
- This proposal does not include fees for a topographical survey. If survey information is required, a modification to this proposal may be requested.
- Materials testing and special inspections services are not provided in the proposal.

**SCOPE OF SERVICES**

**I. Addition to the existing Bluewater Village Fire Department building**

The following design services will be provided to develop a permit set plan for a separate addition to the Bluewater Village Fire Department (BVFD). The project will be permitted by State of New Mexico, Construction Industries Division. The scope is identified as:

Design a 2,000sf addition to the south of the existing pre-engineered metal building. Per initial discussions with Chief Neff, the spaces included in the addition are as follows:

Chief's Office  
Deputies Office  
Secretary Office  
Public Lobby  
File Room  
Break Area  
Day Room  
Training / Conference Room  
Medicine Closet (lockable)  
Men's and Women's Restroom / Showers  
Janitor / Laundry / Storage rooms  
Sleeping Quarters (if budget allows)

A further discussion validating these spaces will be held with Chief Neff upon execution of the contract. The building design will comply with the Americans with Disabilities Act (ADA) as well as all local, state and federal codes. The building structure may be a pre-engineered building or a conventional stud wall construction with a stucco exterior finish. Conventional mechanical, electrical and plumbing systems are assumed. Printing expenses and the geotechnical report will be provided as reimbursable costs.

## **Design Phase**

1. 30% Documents (3 weeks)
  - a. Site and Floor Plans
  - b. Exterior Elevations, Building Sections
  - c. Preliminary Opinion of Probable Costs
  - d. Owner Review
2. 95% submittal (5 weeks)
  - a. Floor plan, reflected ceiling plan, roof plan
  - b. Building and Wall Sections
  - c. Schedules, Interior elevations
  - d. Civil, Structural and MEP plans
  - e. Specifications
  - f. Final Opinion of Probable Cost
  - g. Owner Review
3. 100% Permit Set (1 week)
  1. Submit to CID for permitting
  2. Submit to State Fire Marshal's Office for financing approval

## **Bidding and Construction Phase**

4. Bidding and Negotiations (4 weeks)
  - a. Respond to Bidder's questions and provide clarifications
5. Construction Administration Services (16-20 weeks)
  - a. Pre-Construction Meeting (On-site)
  - b. Attend monthly meetings
  - c. Review Submittals and RFI's
  - d. Attend substantial completion walk-through
  - e. Assist in closeout documentation

## **FEE**

The overall project budget is projected at **\$500,000.00**. This amount is based on a \$100,000 grant that the BVFD received from the State Fire Marshal's Office and an estimated \$400,000 construction loan from the New Mexico Finance Authority. Huitt-Zollars' fee for the above scope of services will be a fixed fee of **\$50,000.00** (excluding NMGRT).

Reimbursable expenses include a geotechnical report Not To Exceed \$4,000.00 and printing costs (Bid Document distribution to Bidder's) Not To Exceed \$2,000. The total projected design fee including reimbursables is Not To Exceed **\$56,000.00** (excluding NMGR).

Any unforeseen issues identified during the building evaluation, regarding electrical, mechanical, plumbing, structure and architectural that is detrimental to the scope will be billed as Time and Materials per attached rates.

Additional services, if required and requested by the Cibola County or the BVFD, will be performed on an hourly basis. All services will be invoiced monthly based on a percentage of work complete to date. Permit and related application fees for regulatory agencies are not included in the design fees.

## **REIMBURSABLES**

1. Printing
  - a. Cost plus 10%
2. Geotechnical Survey and Report
  - a. Cost plus 10%

## **SERVICES NOT INCLUDED**

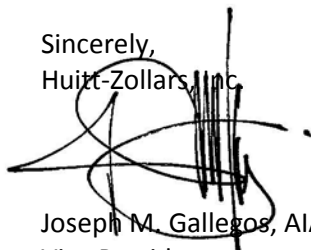
The scope of services does not include the following:

- a. If requested, a cost estimate from a certified cost estimator can be provided as a reimbursable expense.
- b. Topographical Survey

Please sign and date and return one copy of this proposal to our office to indicate your approval. We will proceed with the above design services upon receiving a signed copy of this proposal.

We look forward to working with you and are available to start immediately on this project.

Sincerely,  
Huitt-Zollars, Inc.



Joseph M. Gallegos, AIA, LEED AP BD+C  
Vice President



Kim R. Kemper, PE  
Senior Vice President

CIBOLA COUNTY

Accepted by: \_\_\_\_\_

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

**HUITT-ZOLIARS**  
**ALBUQUERQUE/RIO RANCHO**

**2017**  
**HOURLY RATE SHEET**

**Engineering/Architecture**

Principal-In-Charge. . . . .	\$ 225.00
QA/QC Manger. . . . .	\$ 195.00
Sr. Project Manager. . . . .	\$ 195.00
Project Manager. . . . .	\$ 180.00
Sr. Civil Engineer. . . . .	\$ 170.00
Civil Engineer. . . . .	\$ 130.00
Sr. Structural Engineer. . . . .	\$ 175.00
Structural Engineer. . . . .	\$ 130.00
Engineer Intern. . . . .	\$ 105.00
Sr. Architect. . . . .	\$ 140.00
Architect. . . . .	\$ 110.00
Architect Intern. . . . .	\$ 85.00
Sr. Landscape Architect. . . . .	\$ 125.00
Landscape Architect. . . . .	\$ 95.00
Landscape Architect Intern. . . . .	\$ 80.00
Sr. Designer. . . . .	\$ 130.00
Designer. . . . .	\$ 100.00
Sr. CADD Technician. . . . .	\$ 90.00
CADD Technician. . . . .	\$ 70.00

**Administrative**

Sr. Project Support. . . . .	\$ 80.00
Project Support. . . . .	\$ 60.00

**Survey**

Survey Manager . . . . .	\$ 160.00
Survey Technician. . . . .	\$ 95.00

**Survey Crews**

1-Person Survey Crew-GPS. . . . .	\$ 120.00
2-Person Survey Crew-GPS. . . . .	\$ 155.00
3-Person Survey Crew-GPS. . . . .	\$ 210.00

**Construction**

Construction Manager. . . . .	\$ 165.00
Construction Observer. . . . .	\$ 115.00
Resident Project Representative . . . . .	\$ 115.00

**Reimbursable Expenses**

Outside Services. . . . .	Cost + 10%
Outside Consultants. . . . .	Cost + 10%
Mileage. . . . .	Standard Business Mileage Rate



**CIBOLA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION №. 17-24**

**RESOLUTION REGARDING DISTRIBUTION OF PILOT PAYMENTS FROM ROUTE 66 SOLAR  
ENERGY CENTER, LLC, SOLAR ELECTRICITY GENERATION PROJECT**

**WHEREAS**, the Board of County Commissioners of Cibola County, met in a meeting on March 22, 2017, at 5:00 pm in the Cibola County Commission Chamber, 700 East Roosevelt Ave. Suite 50, Grants, NM 87021, to consider a proposal by the Route 66 Solar Energy Center, LLC (the “Company”) to build a solar electricity generation project (the “Project”) in Cibola County, New Mexico (the “County”); and,

**WHEREAS**, the Project will constitute an industrial development project as defined in the County Industrial Revenue Bond Act, NMSA 1978 §§ 4-59-1 through 4-59-16; and

**WHEREAS**, the Company has requested that the County issue one series of industrial revenue bonds with a thirty year maturity to finance the Project, to be entitled “Taxable Industrial Revenue Bonds (Route 66 Solar Energy Center, LLC Project), Series 2017” (the “Bonds”) in an aggregate principal amount not to exceed \$75,000,000; and

**WHEREAS**, the Bonds will be used to finance all or a portion of the costs of the Project; and

**WHEREAS**, the Project is located within the Board of Education of the Grants/Cibola County School District No. 1 (“District”) on a site consisting of approximately 500 acres in an unincorporated area of the County, approximately 60 miles West of Albuquerque, New Mexico; and

**WHEREAS**, NMSA 1978 § 4-59-4(A) requires that before the County issues the Bonds and acquires the Project, the District, the County and the Company must determine the amount of an annual payment in lieu of taxes (“PILOT”) to be made to the District by the Company for the period that the County owns and leases the Project; and

**WHEREAS**, the Company has proposed to make annual PILOT payments to the County and to the District in an aggregate amount equal to \$5,000 per megawatt of generating capacity of



the Project during each year in which the Bonds are outstanding, which PILOT payments will be made by the Company separately to the County and the District; and

**WHEREAS**, the PILOT payments would be in lieu of the amount of real property and improvements taxes the Company would be required to pay to the District if the County had not acquired the Project and, consequently, the Project property had continued to be subject to the payment of property taxes: and

**WHEREAS**, the PILOT payments owed by the Company to the County and the District shall be distributed as follows: for all payments on each megawatt, fifty percent (50%) of the total amount owed by the Company will be paid to the County and fifty-percent (50%) of the total amount owed by the Company will be paid directly to the District; and

**WHEREAS**, the PILOT payments by the Company to the County and the District, respectively, will begin on the first anniversary of the issue date of the Bonds and will continue on the same day of every year thereafter for so long as the Bonds are outstanding; and

**WHEREAS**, the Board desires to approve the PILOT payments to the District, the acquisition of the Project, and the issuance of the Bonds by the County as described above.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS:**

1. The Board, as governing body of the County, finds that the amount to be paid to the District by the Company, as described above, represents a fair payment in lieu of taxes.

2. The Board hereby consents to the County's acquisition of the Project and construction of the Project by the Company pursuant to NMSA 1978, § 4-59-4(A)(2).

3. All actions heretofore taken by the County and the officers of the County with respect to the Project be and the same are hereby ratified, approved and confirmed.

4. All actions taken by the County, insofar as they relate to the issuance of the Bonds for the Project by the County, are hereby approved.

5. Members of the Board and other appropriate officers, officials and employees of the County are hereby authorized and directed to take all action necessary or appropriate, and to do such things as may be necessary, to notify the County of the consent of the Board and to effectuate and achieve the provisions of this Resolution.

6. This Resolution takes effect immediately upon its adoption by the Board.

**APPROVED, ADOPTED, AND PASSED** on this 23<sup>rd</sup> day of March, 2017.

**BOARD OF COUNTY COMMISSIONERS**

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

\_\_\_\_\_  
ROBERT ARMIJO, VICE CHAIRMAN

\_\_\_\_\_  
ROBERT WINDHORST, COMMISSIONER

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

ATTEST BY:

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

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



**CIBOLA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION №. 17-24**

**RESOLUTION REGARDING DISTRIBUTION OF PILOT PAYMENTS FROM ROUTE 66 SOLAR  
ENERGY CENTER, LLC, SOLAR ELECTRICITY GENERATION PROJECT**

**WHEREAS**, the Board of County Commissioners of Cibola County, met in a meeting on March 22, 2017, at 5:00 pm in the Cibola County Commission Chamber, 700 East Roosevelt Ave. Suite 50, Grants, NM 87021, to consider a proposal by the Route 66 Solar Energy Center, LLC (the “Company”) to build a solar electricity generation project (the “Project”) in Cibola County, New Mexico (the “County”); and,

**WHEREAS**, the Project will constitute an industrial development project as defined in the County Industrial Revenue Bond Act, NMSA 1978 §§ 4-59-1 through 4-59-16; and

**WHEREAS**, the Company has requested that the County issue one series of industrial revenue bonds with a thirty year maturity to finance the Project, to be entitled “Taxable Industrial Revenue Bonds (Route 66 Solar Energy Center, LLC Project), Series 2017” (the “Bonds”) in an aggregate principal amount not to exceed \$75,000,000; and

**WHEREAS**, the Bonds will be used to finance all or a portion of the costs of the Project; and

**WHEREAS**, the Project is located within the Board of Education of the Grants/Cibola County School District No. 1 (“District”) on a site consisting of approximately 500 acres in an unincorporated area of the County, approximately 60 miles West of Albuquerque, New Mexico; and

**WHEREAS**, NMSA 1978 § 4-59-4(A) requires that before the County issues the Bonds and acquires the Project, the District, the County and the Company must determine the amount of an annual payment in lieu of taxes (“PILOT”) to be made to the District by the Company for the period that the County owns and leases the Project; and

**WHEREAS**, the Company has proposed to make annual PILOT payments to the County and to the District in an aggregate amount equal to \$5,000 per megawatt of generating capacity of

the Project during each year in which the Bonds are outstanding, which PILOT payments will be made by the Company separately to the County and the District; and

**WHEREAS**, the PILOT payments would be in lieu of the amount of real property and improvements taxes the Company would be required to pay to the District if the County had not acquired the Project and, consequently, the Project property had continued to be subject to the payment of property taxes: and

**WHEREAS**, the PILOT payments owed by the Company to the County and the District shall be distributed as follows: for all payments on each megawatt, forty-eight percent (48%) of the total amount owed by the Company will be paid to the County and fifty- percent (52%) of the total amount owed by the Company will be paid directly to the District; for all payments on each megawatt in excess of 50 megawatts, fifty percent (50%) of the total amount owed by the Company will be paid to the County, and fifty percent (50%) of the total amount owed by the Company will be paid directly to the District; and

**WHEREAS**, the PILOT payments by the Company to the County and the District, respectively, will begin on the first anniversary of the issue date of the Bonds and will continue on the same day of every year thereafter for so long as the Bonds are outstanding; and

**WHEREAS**, the Board desires to approve the PILOT payments to the District, the acquisition of the Project, and the issuance of the Bonds by the County as described above.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS:**

1. The Board, as governing body of the County, finds that the amount to be paid to the District by the Company, as described above, represents a fair payment in lieu of taxes.

2. The Board hereby consents to the County's acquisition of the Project and construction of the Project by the Company pursuant to NMSA 1978, § 4-59-4(A)(2).

3. All actions heretofore taken by the County and the officers of the County with respect to the Project be and the same are hereby ratified, approved and confirmed.

4. All actions taken by the County, insofar as they relate to the issuance of the Bonds for the Project by the County, are hereby approved.

5. Members of the Board and other appropriate officers, officials and employees of the County are hereby authorized and directed to take all action necessary or appropriate, and to do such things as may be necessary, to notify the County of the consent of the Board and to effectuate and achieve the provisions of this Resolution.

6. This Resolution takes effect immediately upon its adoption by the Board.

**APPROVED, ADOPTED, AND PASSED** on this 22nd day of March, 2017.

**BOARD OF COUNTY COMMISSIONERS**

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

\_\_\_\_\_  
ROBERT ARMIJO, VICE CHAIRMAN

\_\_\_\_\_  
ROBERT WINDHORST, COMMISSIONER

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

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

ATTEST BY:

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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CIBOLA COUNTY  
AND PUEBLO OF LAGUNA FOR THE HOUSING OF INMATES**

**THIS AGREEMENT** is made and entered into the 23<sup>rd</sup> day of March, 2017 by and between the Board of County Commissioners of Cibola County, a political subdivision of the State of New Mexico, hereinafter referred to as "Cibola", and the Pueblo of Laguna, a federally-recognized Indian tribe, hereinafter referred to as "Laguna."

**RECITALS**

**WHEREAS**, NMSA 1978, Section 33-3-23 (1984) provides that jails operated by a county and having sufficient capacity may take persons in the custody of an Indian tribe and receive payment from an Indian tribe for the incarceration of such persons, and

**WHEREAS**, Laguna desires to place, and Cibola is willing to accept, prisoners in Laguna's custody at the Cibola County Detention Center upon reasonable terms.

**NOW THEREFORE** the parties hereby agree as follows:

**AGREEMENT**

**A. SERVICES**

- 1. BASIC SERVICES.** It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of Laguna Pueblo at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.
- 2. MEDICAL SERVICES.**
  - a. Laguna **will not** deliver to the Facility inmates who are:
    - i. mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
    - ii. have current off-site appointments;
    - iii. afflicted with air pathogen diseases or HIV;
    - iv. rejected by Cibola upon initial medical screening.
  - b. Laguna **will**:

- i. Upon delivery of an inmate to the Facility, furnish to the Facility a Health Status Transfer Form. If the inmate does not meet qualified conditions, the Facility may return the inmate.
- ii. Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola will:

- i. Provide Laguna inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
- ii. Contact Laguna for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
- iii. Notification for emergency situations will be made as soon as practicable utilizing an agreed upon ER/Hospitalization Reporting Form.

### 3. **TRANSPORTATION.**

a. **Responsibilities of Laguna.**

- i. Transporting inmates to and from the Facility.
- ii. Returning inmates to Laguna who are not accepted into the Facility.
- iii. Reimburse the cost of requested transports of detainees at \$19 per hour per officer, plus current standard federal mileage rate.

b. **Responsibilities of Cibola.**

- i. Release to Laguna Detention Only.
- ii. Transport to Court when requested by Laguna, if staffing levels permit.

### 4. **PRISON RAPE ELIMINATION ACT OF 2003**

- a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

## **B. COMPENSATION**

- a. Laguna agrees to pay Cibola at the rate of seventy-five dollars (\$75.00) per day per inmate.
  - i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
  - ii. A partial day will be considered a full day.
  - iii. Medical services may be billed separately.
  - iv. Laguna agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.

- v. Any charges billed to Laguna, not belonging to Laguna, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.
- b. Laguna agrees that if the Cibola County Detention Center's Jail Management system identifies an inmate is a medium security risk that an additional ten (\$10.00) per pay per inmate will be charged.
- c. Laguna agrees that if the Cibola County Detention Center's Jail Management system identifies an inmate is a maximum-security risk that an additional twenty (\$20.00) per pay per inmate will be charged.
- d. Cibola County will notify Laguna Pueblo upon intake if the inmate's classification requires additional charge. If events transpire that elevate the security risk of the inmate Laguna Pueblo will be notified upon the determination. A three (3) day grace period will be granted to allow Laguna Pueblo to retrieve the inmate or sustain the charge.
- e. Cibola County retains the right to refuse the admission of any inmate for any reason.

### C. INSPECTION

- a. In Person. Cibola agrees to allow reasonable periodic inspections of the Facility by Laguna personnel. Findings by Laguna will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for Laguna inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of Laguna or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.
- b. Audits. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Laguna for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Laguna to audit, examine, and make excerpts or transcripts from such records relating to Laguna inmates and this Agreement.
- c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Laguna agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that Laguna failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

### D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for **one (1) year** from the date the last party approved this Agreement (the "effective date"). This Agreement will **automatically renew** each year for an additional year up to a total of **four (4) years** unless either party gives written notice of its intent to terminate the Agreement. 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. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Laguna removes its last inmate from the Facility and compensates Cibola for all amounts due and owing under this Agreement.

#### **E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY**

- a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
- b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Laguna and the fees received by Cibola will be transferred to the Cibola general fund as required by law.
- c. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

#### **F. AGREEMENT and AMENDMENT**

- a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
- c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.
- d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.
- e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.
- f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.
- g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

## **G. GOVERNING LAW**

- a. This Agreement shall be governed by the laws of the State of New Mexico.
- b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

## **H. LIABILITY**

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of this Agreement. Cibola and Laguna shall each be liable for their own actions under this Agreement subject to applicable immunities and limitations, including the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement.

## **I. INDEPENDENT CONTRACTOR**

Neither Cibola County nor its employees are considered to be employees of Laguna for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

## **J. APPROPRIATIONS**

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Laguna making the appropriations necessary for the performance of this Agreement.

## **K. 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 Cibola County: Michael Dodds, Detention Advisor

114 McBride Rd Suite A Grants NM 87021, \_\_\_\_\_

To Pueblo of Laguna: Warden Paul Chavez, \_\_\_\_\_

**APPROVED, ADOPTED, AND PASSED** on this 23<sup>rd</sup> day of March, 2017.

**BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY**

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Jack Moleres, Chairman  
Commissioner,

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Robert Armijo, Vice Chairman  
Commissioner

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Robert Windhorst  
Commissioner

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Daniel Torrez  
Commissioner

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Martha Garcia  
Commissioner

Attest:

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Michelle E. Dominguez  
Cibola County Clerk

**APPROVAL OF PUEBLO OF LAGUNA**

\_\_\_\_\_  
Virgil Siow, Governor of the Pueblo of Laguna  
As authorized by Resolution No. \_\_\_\_\_

Attest:

\_\_\_\_\_  
Frank Cerno, Jr., Secretary



## PUEBLO OF LAGUNA COUNCIL

### Resolution No. 66-17

**Re: Approval of Intergovernmental Agreement with Cibola County Adult Detention Center for housing of Pueblo of Laguna Adult Inmates**

18 At a duly called meeting of the Pueblo of Laguna Council ("Council") held on the day of February, 2017, the following resolution was adopted:

**WHEREAS**, the Pueblo of Laguna ("Pueblo") is a federally recognized Indian Tribe with all the inherent sovereign governing powers; and

**WHEREAS**, pursuant to Article IV, Section 2 (c), the Pueblo of Laguna Council is the governing body of the Pueblo, with the authority to/responsibility to negotiate and contract with Federal, state, local and other governments; and

**WHEREAS**, the Pueblo of Laguna Public Safety Department, Detention Facility Program ("DFP") seeks to enter into an Intergovernmental Agreement with Cibola County to house Pueblo adult inmates when overcrowding or unsafe conditions exist at the DFP; and

**WHEREAS**, the Agreement will authorize Cibola County to accept responsibility to confine and supervise adult inmates committed to their facility by the Laguna DFP; and

**WHEREAS**, Cibola County shall provide inmate care in compliance with the operating standards set forth by the American Correctional Association; and

**WHEREAS**, the Laguna DFP agrees to pay Cibola County at the rate of \$75 per day for low-risk inmate(s); \$85 per day for medium-risk inmate(s); and \$95 per day for high-risk inmate(s), thirty (30) days after receipt of invoice; and

**WHEREAS**, the Pueblo of Laguna does not waive sovereign immunity in order to enter into this agreement; and


**WHEREAS**, the Pueblo and Cibola County shall be responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Pueblo of Laguna Council hereby authorizes and approves the Intergovernmental Agreement for Detention Services between the Pueblo of Laguna and Cibola County, attached hereto as Attachment A.

**BE IT FURTHER RESOLVED**, the Agreement is effective upon the date of the signing by the last party hereto and shall continue in force until terminated by either party upon thirty (30) days written notice to the other.

**BE IT FURTHER RESOLVED**, that the Pueblo Council authorizes and empowers the Governor or his designee to take all actions necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such Agreement, including any modifications and amendments to terms not specifically identified in this Resolution.

  
Governor

  
Council Member

  
Council Member

ATTEST:

  
Pueblo Secretary

**CERTIFICATION**

The foregoing resolution was enacted upon by the Pueblo of Laguna Council on the 18 day of February, 2017, by a vote of 19 for and 0 opposed, at a duly called meeting at which a quorum of the Council was present.

  
Governor

ATTEST:

  
Pueblo Secretary

**CIBOLA COUNTY  
ORDINANCE NO. 2017-02**

**AN ORDINANCE ADOPTING THE CIBOLA COUNTY LOCAL ECONOMIC DEVELOPMENT PLAN**

**WHEREAS**, the development of the local economy is vital to the well being of Cibola County and its residents; and,

**WHEREAS**, local communities may need to provide land buildings infrastructure and other financial incentives to compete with other states and locales in efforts to attract and retain businesses; and,

**WHEREAS**, the New Mexico State Legislature enacted NMSA 1978 Sections 5-10 1 to 5-10-13, entitled the Local Economic Development Act, which provides to local governments the authority to use public resources for economic development purposes; and,

**WHEREAS**, this Economic Development Plan Ordinance is enacted pursuant to that statutory authority.

**NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE COUNTY OF CIBOLA, NEW MEXICO**

**Section 1. LOCAL ECONOMIC DEVELOPMENT PLAN**

- 1.1 This Ordinance may be cited as the "Local Economic Development Plan Ordinance."

**Section 2. AUTHORITY**

- 2.1 The Local Economic Development Plan Ordinance is enacted pursuant to the statutory authority conferred upon municipalities and counties to allow public support of economic development (NMSA 1978 Sections 5-10-1 to 5-10-13). This Ordinance is adopted as part of the County's economic development plan.

**Section 3. PURPOSE**

- 3.1 The purpose of the Local Economic Development Plan Ordinance is to allow public support of economic projects to foster, promote and enhance local economic development efforts while continuing to protect against the unauthorized use of public money and other public resources. Further, the purpose of the ordinance is to allow the County to enter into one or more joint powers agreements with other local governments to plan and support regional economic development projects.

- 3.2 Local Economic Development Act.

Local governments are allowed to provide direct or indirect assistance to qualifying business for furthering or implementing economic development plan and projects, furthermore local and regional governments have the authority to contribute assets to development projects; however, the imposition of a tax must be approved by the voters in referendum option. The County reserves the right to impose the maximum tax for eligible uses.

**Section 4. DEFINITIONS AS USED IN THE LOCAL ECONOMIC DEVELOPMENT PLAN ORDINANCE**

4.1 "**arts and cultural district**" means a developed district of public and private uses that is created pursuant to the Arts and Cultural District Act [15-5A-1 through 15-5A-7 NMSA 1978].

4.2 "**cultural facility**" means a facility that is owned by the state, a county, a municipality or a qualifying entity that serves the public through preserving, educating and promoting the arts and culture of a particular locale, including theaters, museums, libraries, galleries, cultural compounds, educational organizations, performing arts venues and organizations, fine arts organizations, studios and media laboratories and live-work housing facilities.

4.3 "**department**" means the economic development department.

4.4 "**economic development project**" or "**project**" means the provision of direct or indirect assistance to a qualifying entity by a local or regional government and includes the purchase, lease, grant, construction, reconstruction, improvement or other acquisition or conveyance of land, buildings or other infrastructure; public works improvements essential to the location or expansion of a qualifying entity; payments for professional services contracts necessary for local or regional governments to implement a plan or project; the provision of direct loans or grants for land, buildings or infrastructure; technical assistance to cultural facilities; loan guarantees securing the cost of land, buildings or infrastructure in an amount not to exceed the revenue that may be derived from the municipal infrastructure gross receipts tax or the county infrastructure gross receipts tax; grants for public works infrastructure improvements essential to the location or expansion of a qualifying entity; grants or subsidies to cultural facilities; purchase of land for a publicly held industrial park or a publicly owned cultural facility; and the construction of a building for use by a qualifying entity.

4.5 "**governing body**" means the Board of County Commissioners.

4.6 "**local government**" means a municipality or county.

4.7 "**person**" means an individual, corporation, association, partnership or other legal entity.

4.8 "**qualifying entity**" means a corporation, limited liability company, partnership, joint venture, syndicate, association or other person that is one or a combination of two or more of the following:

- a) an industry for the manufacturing, processing or assembling of agricultural or manufactured products;
- b) a commercial enterprise for storing, warehousing, distributing or selling products of agriculture, mining or industry, but, other than as provided in Paragraph (e), (f) or (i) of this subsection, not including any enterprise for sale of goods or commodities at retail or for distribution to the public of electricity, gas, water or telephone or other services commonly classified as public utilities;
- c) a business, including a restaurant or lodging establishment, in which all or part of the activities of the business involves the supplying of services to the general public or to



governmental agencies or to a specific industry or customer, but, other than as provided in Paragraph (e) or (i) of this subsection, not including businesses primarily engaged in the sale of goods or commodities at retail;

- d) an Indian nation, tribe or pueblo or a federally chartered tribal corporation;
- e) a telecommunications sales enterprise that makes the majority of its sales to persons outside New Mexico;
- f) a facility for the direct sales by growers of agricultural products, commonly known as farmers' markets;
- g) a business that is the developer of a metropolitan redevelopment project;
- h) a cultural facility; and
- i) a retail business;

4.9 **"regional government"** means any combination of municipalities and counties that enter into a joint powers agreement to provide for economic development projects pursuant to a plan adopted by all parties to the joint powers agreement.

4.10 **"retail business"** means a business that is primarily engaged in the sale of goods or commodities at retail and that is located in a municipality with a population, according to the most recent federal decennial census, of:

(1) ten thousand or less; or

(2) more than ten thousand but less than thirty-five thousand if:

(a) the economic development project is not funded or financed with state government revenues; and

(b) the business created through the project will not directly compete with an existing business that is:

- i) in the municipality; and,
- ii) engaged in the sale of the same or similar goods or commodities at retail.

## **Section 5. RESTRICTIONS ON PUBLIC EXPENDITURES OR PLEDGES OF CREDIT**

5.1 No local or regional government shall provide public support for economic development projects as permitted pursuant to Article 9, Section 14 of the constitution of New Mexico except as provided in the Local Economic Development Act or as otherwise permitted by law.

5.2 The total amount of public money expended and the value of credit pledged in the fiscal year in which that money is expended by a local government for economic development

projects pursuant to Article 9, Section 14 of the constitution of New Mexico and the Local Economic Development Act shall not exceed ten percent of the annual general fund expenditures of the local government in that fiscal year. The limits of this subsection shall not apply to:

- a) the value of any land or building contributed to any project pursuant to a project participation agreement;
- b) revenue generated through the imposition of the municipal infrastructure gross receipts tax pursuant to the Municipal Local Option Gross Receipts Taxes Act [Chapter 7, Article 19D NMSA 1978] for furthering or implementing economic development plans and projects as defined in the Local Economic Development Act or projects as defined in the Statewide Economic Development Finance Act [Chapter 6, Article 25 NMSA 1978]; provided that no more than the greater of fifty thousand dollars (\$50,000) or ten percent of the revenue collected shall be used for promotion and administration of or professional services contracts related to the implementation of any such economic development plan adopted by the governing body;
- c) revenue generated through the imposition of a county infrastructure gross receipts tax pursuant to the County Local Option Gross Receipts Taxes Act [Chapter 7, Article 20E NMSA 1978] for furthering or implementing economic development plans and projects as defined in the Local Economic Development Act or projects as defined in the Statewide Economic Development Finance Act; provided that no more than the greater of fifty thousand dollars (\$50,000) or ten percent of the revenue collected shall be used for promotion and administration of or professional services contracts related to the implementation of any such economic development plan adopted by the governing body;
- d) the proceeds of a revenue bond issue to which municipal infrastructure gross receipts tax revenue is pledged;
- e) the proceeds of a revenue bond issue to which county infrastructure gross receipts tax revenue is pledged; or,
- f) funds donated by private entities to be used for defraying the cost of a project.

5.3 A regional or local government that generates revenue for economic development projects to which the limits of Subsection 5.2 do not apply shall create an economic development fund into which such revenues shall be deposited. The economic development fund and income from the economic development fund shall be deposited as provided by law. Money in the economic development fund may be expended only as provided in the Local Economic Development Act or the Statewide Economic Development Finance Act.

5.4 In order to expend money from an economic development fund for arts and cultural district purposes, cultural facilities or retail businesses, the governing body of a municipality or county that has imposed a municipal or county local option infrastructure gross receipts tax for furthering or implementing economic development plans and projects, as defined in the Local Economic Development Act, or projects, as defined in the Statewide Economic Development Finance Act, by referendum of the majority of the voters voting on the question approving the ordinance imposing the municipal or county infrastructure gross receipts tax before July 1, 2013

shall be required to adopt a resolution. The resolution shall call for an election to approve arts and cultural districts as a qualifying purpose and cultural facilities or retail businesses as a qualifying entity before any revenue generated by the municipal or county local option gross receipts tax for furthering or implementing economic development plans and projects, as defined in the Local Economic Development Act, or projects, as defined in the Statewide Economic Development Finance Act, can be expended from the economic development fund for arts and cultural district purposes, cultural facilities or retail businesses.

- a) The governing body shall adopt a resolution calling for an election within seventy-five days of the date the ordinance is adopted on the question of approving arts and cultural districts as a qualifying purpose and cultural facilities or retail businesses as a qualifying entity eligible to utilize revenue generated by the Municipal Local Option Gross Receipts Taxes Act or the County Local Option Gross Receipts Taxes Act for furthering or implementing economic development plans and projects as defined in the Local Economic Development Act or projects as defined in the Statewide Economic Development Finance Act.
- b) The question shall be submitted to the voters of the municipality or county as a separate question at a regular municipal or county election or at a special election called for that purpose by the governing body. A special municipal election shall be called, conducted and canvassed as provided in the Municipal Election Code [Chapter 3, Articles 8 and 9 NMSA 1978]. A special county election shall be called, conducted and canvassed in substantially the same manner as provided by law for general elections.
- c) If a majority of the voters voting on the question approves the ordinance adding arts and cultural districts and cultural facilities or retail businesses as an approved use of the local option municipal or county economic development infrastructure gross receipts tax fund, the ordinance shall become effective on July 1 or January 1, whichever date occurs first after the expiration of three months from the date of the adopted ordinance. The ordinance shall include the effective date.

## **Section 6. ECONOMIC DEVELOPMENT PLAN**

6.1 The County Manager, after approval of the governing body, may assist Economic Development Projects in any legally permissible manner including, but not limited to, the provision of land, buildings, and infrastructure, provided that all requirements of this Ordinance are met.

6.2 The County may provide land, buildings, or infrastructure it already owns, or it may build, purchase or lease the facilities needed for an Economic Development Project. The County, at its discretion, may bear the full cost or contribute a portion of the costs, including the waiver of applicable fees.

6.3 The County, at its discretion, may contribute to the payment of costs for professional service contracts such as industry feasibility studies and planning and design services necessary to implement a project.

6.4 The governing body may consider offering all forms of assistance allowed under this Ordinance and any other legally permissible form of assistance; however, this does not establish any obligation on the County's part to offer any type or level of assistance.

**Section 7. CIBOLA COMMUNITIES ECONOMIC DEVELOPMENT FOUNDATION**

7.1 The governing body assigns the Cibola Communities Economic Development Foundation ("CCEDF") the following responsibilities with regard to the Economic Development Plan for the County of Cibola.

- A. Reviewing and making recommendations to the governing body on applications for assistance for Economic Development Projects, subdivision review, and land uses.
- B. Reviewing and making recommendations to the governing body on applications for Industrial Revenue Bonds (IRBs).

7.2 The CCEDF shall at all time provide for a Commissioner position for the County of Cibola. The County Commission shall appoint a member of the CCEDF with the advice of the County Manager.

7.3 The governing body assigns the Northwest New Mexico Counsel of Governments ("NWNMCOG") the responsibility for administering the Enterprise Loan Fund (ELF).

- A. Reviewing and making recommendations to the governing body on loan applications.
- B. Loans must be for the establishment of new business, the expansion of existing business, creation of employment opportunities, saving existing jobs, or community development projects.
- C. Interest income and fees may be used for administrative costs, technical assistance to borrower, or debt retirement
- D. All collections that are not used for the authorized expenses above from the operation of the ELF must be made available for relending to eligible applicants.
- E. All loans must be adequately secured.
- F. An annual audit is required.

**Section 8. APPLICATION REQUIREMENTS**

8.1 Any qualifying entity meeting the definition set forth in Subsection 4.8 may propose an Economic Development Project to the County. Meeting the definition of a qualifying entity does not create any obligation on the part of the County of Cibola to provide assistance.

8.2 Applications from qualifying entities shall be submitted to the County on forms provided by the County.

8.3 Applications shall contain the following information for business applicants.

- A. Identification Information

- i. Complete name and address of entity;
- ii. Incorporation papers with by-laws;
- iii. List of Board of Directors and Executive Director, which addresses and resumes of all directors and officers;
- iv. Resume of all directors and officers.

B. Evidence of Financial Solvency

- i. Financial Statement (income statement and balance sheets) for the past three (3) years;
- ii. Federal Tax Number, New Mexico State Taxation and Revenue Number, and County Business License;
- iii. Projected income statement for at least three (3) years.

C. Evidence of Organizational Capacity

- i. Brief history of the entity;
- ii. Organizational Chart of the entity;
- iii. Business plans for the entity and proposed project (shall include a three (3) year pro forma cash flow analysis).

D. Eligibility for Enterprise Loan Fund

- i. Applicants for Enterprise Loan Fund (ELF) loans must provide, as a prerequisite, written proof that the applicant was unable to obtain back financing.
- ii. Applicants meeting the prerequisite will then need to file a full application with the Enterprise Loan Fund, according to whatever information and documentation may be required by the Fund.
- iii. Final approval of an ELF loan will be made by the ELF Loan Committee and ratified and executed by the or their designee.

8.4 The project participation agreement and any other pertinent information will be forwarded to the governing body for final consideration at a public meeting.

**Section 9. APPLICABLE REVIEW CRITERIA**

9.1 Applications for Economic Development Projects requesting economic assistance from the County, which meet the policies and objectives of the County's Economic Development Plan, shall receive priority.

Examples include, but are not limited to:

- A. Manufacturing firms (including intellectual property such as computer software).
- B. Projects, which enhance the exporting capacity of companies and/or provide goods and services, which currently have to be imported to Cibola County and meet the mission of the New Mexico State Grants Campus.
- C. Private companies seeking to build, expand, or relocate facilities.

- D. Private companies that provide facilities or services that enhance the ability of Cibola County businesses to operate.
- E. Organizations that assist business start-ups or bring small companies together to increase their competitive abilities. This must involve a tangible project, which will create jobs and promote industry. Examples include, but are not limited to:
  - a. Business incubators.
  - b. Art incubators or coalition (e.g. a performing arts coalition seeking construction rehearsal or performance facilities).
  - c. Public markets for farmers, gardeners, crafts, etc.
  - d. Organizations that foster economic development by promoting work force development efforts such as apprenticeships or other job training programs.
- F. Projects in industry clusters listed above are particularly encouraged, but others are eligible to apply as well. The intention is to retain flexibility in the use of incentives
- G. Qualifying entities with existing contract or projects with the County when this plan is adopted may propose a restructuring of their projects as an Economic Development Project.
- H. Projects that address the artistic, cultural, social, and recreational needs of the community given that the well-being and satisfaction of residents contributes to population retention and expansion.

9.2 All applications for Economic Development Projects requesting economic assistance from the County shall submit a cost-benefit analysis. Preparing a cost-benefit analysis shall be the responsibility of the applicant. The County retains the right to specify a format and methodology for the cost-benefit analysis. The CCEDF shall review and approve the methodology used. The source and rationale for any multiplier effects shall be identified. The cost-benefit analysis shall show that the County will recoup the value of its contribution within a period of ten (10) years. The analysis shall address the following:

- A. The number and type of jobs to be created or retained; both temporary construction jobs and permanent jobs (by New Mexico Department of Labor job category).
- B. Pay scale of jobs.
- C. Determination of which jobs are expected to be filled locally and which will be filled by transfers from other facilities or recruited from outside the Cibola County area;
- D. Total payroll expected at start-up and after one (1) year.
- E. Anticipated impact on local tax base.
- F. Anticipated impact on local school systems.

9.3 All applicants for Economic Development Projects requesting economic assistance from the County shall require the same review required of Industrial Revenue Bond applications. This review shall focus on environmental and community impacts of proposed projects. Special attention shall be given to job training and career advancement programs and policies. Projects shall demonstrate a strong commitment to providing career opportunities for Cibola County area residents. Cultural impacts of projects shall also be considered.

9.4 Any qualifying entity seeking assistance shall prepare and make available a job training and career development plan for their employees.

9.5 All applicants for Economic Development Projects requesting economic assistance from the County shall clearly demonstrate the benefits which will accrue to the community as a result of the contribution of public resources. The County has considerable flexibility in determining what are considered adequate benefits. Benefits such as providing components or production capabilities that enhance a targeted industry cluster, or addressing critical deficiencies in the regional economy may be recognized. The benefits claimed of any proposal will receive careful scrutiny, however, it is the intent of this Ordinance to provide flexibility in the evaluation of these benefits and to recognize the qualitative as well as quantitative impact of a proposal.

9.6 All applicants for Economic Development Projects requesting assistance from the County shall clearly demonstrate how the qualifying entity is making a substantive contribution. The contribution shall be of value and may be paid in money, in-kind services, jobs, expanded tax base, property, or other items or services of value for the expansion or improvement of the economy. The County retains flexibility in defining the "substantive contributions". The benefits identified in the previous paragraphs may be accepted as adequate contributions on their own, or cash donations may be required. Assistance in providing affordable housing to its employees or the community at large may also qualify. Determination of what constitutes an acceptable contribution for a given project shall be at the discretion of the governing body.

#### 9.7 Enterprise Loan Fund Application Review Criteria

Applicants for loans from the Enterprise Revolving Loan Fund shall clearly demonstrate how the qualifying entity is making a substantive contribution. The contribution shall be of value and may be paid in money, in-kind services, jobs, expanded tax base, property, or other items or services of value for the expansion or improvement of the economy. Determination of what constitutes an acceptable contribution for a given project shall be at the discretion of the Executive Director of NWNMCOG.

### **Section 10. PUBLIC SAFEGUARDS**

10.1 All Economic Development Projects receiving assistance from the County shall be subject to an annual performance review conducted by the CCEDF. This review shall evaluate whether the project is attaining the goals and objectives set forth in the Project Participation Agreement. This review shall be presented to the governing body for their consideration. The governing body at a public hearing may terminate assistance to the project by provisions set forth in the Agreement, which terminates the agreement and specifies the disposition of all assets and obligations of the project.

10.2 The County shall retain a security interest, which shall be specific in the Project Participation Agreement. The type of security given shall depend upon the nature of the Economic Development Project and assistance provided by the County. Types of security may include, but are not limited to:

- A. Letter of credit in the County's name.
- B. Performance bond equal to the County's contribution.
- C. A mortgage or lien on the property or equipment.

- D. Pro-rated reimbursement of donation if company reduces work force or leaves the community before the term agreed to.
- E. Other security agreeable to both parties.

10.3 Should a qualifying entity move, sell, lease, or transfer a majority interest in the Economic Development Project before the expiration of the Project Participation Agreement, the County retains the right to deny any and all assignments, sales, leases or transfers of any interests in the Economic Development Project until adequate assurances are made that the transferee, assignee or lessee is a qualifying entity and that the terms of the agreement will be satisfied by the transferee, assignee, or lessee. At its discretion, the County may choose to deny said assignment, lease or transfer or may negotiate a new agreement with the new operator, or the town may reclaim the facility and enter into an agreement with the new qualifying entity.

10.4 Any qualifying entity seeking assistance from public resources shall commit to operate in accordance with its Project Participation Agreement for a minimum of ten (10) years from the date the Ordinance is adopted and the governing body passes the Project Participation Agreement.

#### **Section 11. PROJECT PARTICIPATION AGREEMENT**

11.1 The qualifying entity shall prepare with the County a Project Participation Agreement. This Agreement is the formal document, which states the contribution and obligation of all parties in the Economic Development Project. The Agreement must state the following items:

- A. The economic development goals of the project;
- B. The contribution of the County and the qualifying entity;
- C. The specific measurable objectives upon which the performance review will be read;
- D. A schedule for project development and goal attainment;
- E. The security being offered for the County's investment
- F. The procedures by which a project may be terminated and the County's investment recovered; and,
- G. The time period for which the County shall retain an interest in the project. Each Project Agreement shall have a "sunset" clause after which the County shall relinquish interest in and oversight of the project.

11.2 Each Project Participation Agreement shall be subject to review and approval by the governing body at a public hearing.

#### **Section 12. PROJECT MONIES**

All project monies shall be kept in a separate account by the entity and the County, with such account clearly identified. These accounts shall be subject to an annual independent audit.

#### **Section 13. TERMINATION**

The governing body may terminate this Ordinance and the County's Economic Development Plan and any or all Project Participation Agreements undertaken under its authority. Termination shall be by Ordinance at a public hearing or in accordance with the termination of the Project Participation



Agreement. If an Ordinance or a Project Participation Agreement is terminated, all contract provisions of the Project Participation Agreement regarding termination shall be satisfied. Upon termination of the Ordinance or any Project Participation Agreement, any County monies remaining in the County project accounts shall be transferred to the County's general fund.

**Section 14. JOINT REGIONAL PROJECTS**

The County may engage in Economic Development Projects involving one or more other government entities for projects, which encompass more than one municipality or county. In such instances, the relevant governing bodies shall adopt a Joint Powers Agreement. This Agreement will establish the application criteria and the terms of all Project Participation Agreements. Criteria established under a Joint Powers Agreement shall be consistent with the provisions of this Ordinance.

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this 23<sup>rd</sup> day of March, 2017.

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Robert Armijo  
Commissioner, District I

---

Daniel J. Torrez  
Commissioner, District II

---

Jack Moleres  
Commissioner, District III

---

Robert Windhorst  
Commissioner, District IV

---

Martha Garcia  
Commissioner, District V

Attest:

---

Michelle E. Dominguez  
Cibola County Clerk

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

- g.** Milan Police Department Merge with Cibola Regional Communications Center (CRCC)
- h.** School Resource Officer- *for Discussion Only*

No Documentation  
for this Item



## PROFESSIONAL SERVICES CONTRACT

### CIBOLA COUNTY

#### Procured per RFP #FY13 DC 2

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 \$72,000.00 annually, to be invoiced in equal monthly amounts after performance of the services. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$ 6,000.00 shall be paid by the County to the Contractor in equal monthly amounts. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$77,670.00. In no event will the Contractor be paid any amount in excess of the specified total amount payable without this Agreement being amended in writing.

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

C. Contractor must submit a detailed statement 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 39 months from the date of approval by the Cibola County Board of County Commissioners. 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.**

GLOBAL

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

Printed Name: Danieray Johnson, Vice President

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

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this 23 day of March, 2017

**BOARD OF COUNTY COMMISSIONERS**

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

\_\_\_\_\_  
ROBERT ARMIJO, VICE CHAIRMAN

\_\_\_\_\_  
ROBERT WINDHORST, COMMISSIONER

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

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

ATTEST BY:

\_\_\_\_\_  
MICHELLE E. DOMINGUEZ, 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 II 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
- 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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CIBOLA COUNTY  
AND RIO ARRIBA COUNTY FOR THE HOUSING OF INMATES**

✓

as of final date of signature below 2016 

**THIS AGREEMENT** is made and entered into the 2 day of 2016 by and between the Board of County Commissioners of Cibola County, hereinafter referred to as "Cibola", and the Board of County Commissioners of Rio Arriba County, hereinafter referred to as "Rio Arriba," both political subdivisions of the State of New Mexico.

**RECITALS**

**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 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

**WHEREAS**, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

**WHEREAS**, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

**WHEREAS**, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

**WHEREAS**, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."



NOW THEREFORE the parties hereby agree as follows:

**AGREEMENT**

**A. SERVICES**

1. **BASIC SERVICES.** It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of Rio Arriba County at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.
2. **MEDICAL SERVICES.**
  - a. Rio Arriba **will not** deliver to the Facility inmates who are:
    - i. mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
    - ii. have current off-site appointments;
    - iii. afflicted with air pathogen diseases or HIV;
    - iv. rejected by Cibola upon initial medical screening.
  - b. Rio Arriba **will**:
    - i. Upon delivery of an inmate to the Facility, furnish to the Facility a Health Status Transfer Form. If the inmate does not meet qualified conditions, the Facility may return the inmate.
    - ii. Pay any medical expenses incurred, without limitation, including medically related transportation or security.
  - c. Cibola **will**:
    - i. Provide Rio Arriba inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
    - ii. Contact Rio Arriba for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
    - iii. Notification for emergency situations will be made as soon as practicable utilizing an agreed upon ER/Hospitalization Reporting Form.
3. **TRANSPORTATION.**
  - a. **Responsibilities of Rio Arriba.**
    - i. Transporting inmates to the Facility.
    - ii. Returning inmates to Rio Arriba who are not accepted into the Facility.

**b. Responsibilities of Cibola.**

- i. Return to Rio Arriba.
- ii. Transport to Court when requested by Rio Arriba.

**4. PRISON RAPE ELIMINATION ACT OF 2003**

- a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

**B. COMPENSATION**

- a. Rio Arriba agrees to pay Cibola at the rate of sixty-five dollars (\$65.00) per day per inmate.
  - i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
  - ii. A partial day will be considered a full day.
  - iii. Medical services may be billed separately.
  - iv. Rio Arriba agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.
  - v. Any charges billed to Rio Arriba, not belonging to Rio Arriba, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.
- b. Rio Arriba agrees that if the Cibola County Detention Center's Jail Management system identifies an inmate is a medium security risk that an additional ten (\$10.00) per pay per inmate will be charged.
- c. Rio Arriba agrees that if the Cibola County Detention Center's Jail Management system identifies an inmate is a maximum security risk that an additional twenty (\$20.00) per pay per inmate will be charged.
- d. Cibola County will notify Rio Arriba County upon intake if the inmate's classification requires additional charge. If events transpire that elevate the security risk of the inmate Rio Arriba County will be notified upon the determination. A three (3) day grace period will be granted to allow Rio Arriba County to retrieve the inmate or sustain the charge.
- e. Cibola County retains the right to refuse the admission of any inmate for any reason.

APPROVED, ADOPTED AND PASSED on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY**

\_\_\_\_\_  
Robert Armijo  
Commissioner, District I

\_\_\_\_\_  
T. Walter Jaramillo, Chairman  
Commissioner, District II

\_\_\_\_\_  
Jack Moleres  
Commissioner, District III

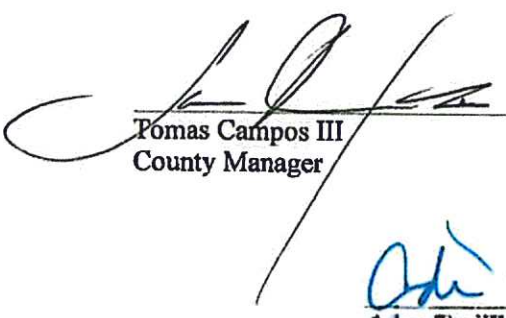
\_\_\_\_\_  
Patrick Simpson  
Commissioner, District IV

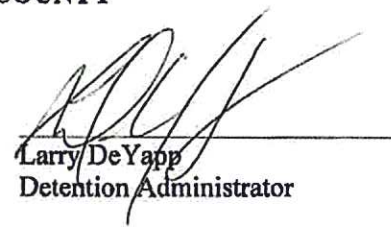
\_\_\_\_\_  
Lloyd F. Felipe  
Commissioner, District V

Attest:

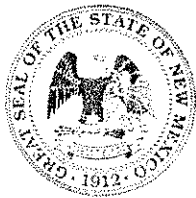
\_\_\_\_\_  
Elisa Bro  
Cibola County Clerk

**RIO ARRIBA COUNTY**

  
\_\_\_\_\_  
Tomas Campos III  
County Manager

  
\_\_\_\_\_  
Larry DeYapp  
Detention Administrator

 2/24/17  
\_\_\_\_\_  
Adan Trujillo  
County Attorney



State of New Mexico  
**House of Representatives**  
OFFICE of the CHIEF CLERK  
Santa Fe

**LISA M. ORTIZ McCUTCHEON**  
Chief Clerk

State Capitol, Room 100  
Santa Fe, NM 87501  
Business Phone: (505) 986-4751  
Fax Number: (505) 986-4755

March 9, 2017

Tony M. Boyd  
Cibola County Manager  
515 West High Street  
Grants, NM 87020

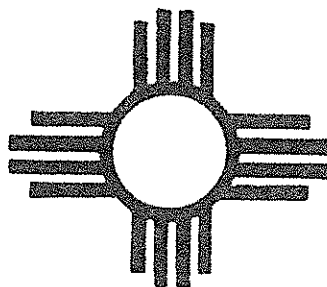
Dear Mr. Boyd:

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During the Fifty-Third Legislature, First Session, 2017, the New Mexico House of Representatives adopted **House Memorial 74**. Cibola County is designated within the named memorial to receive a copy.

Respectfully yours,

Lisa O. McCutcheon  
Chief Clerk



# The Legislature of the State of New Mexico

53rd Legislature, 1st Session

LAWS 2017

CHAPTER \_\_\_\_\_

HOUSE MEMORIAL 74

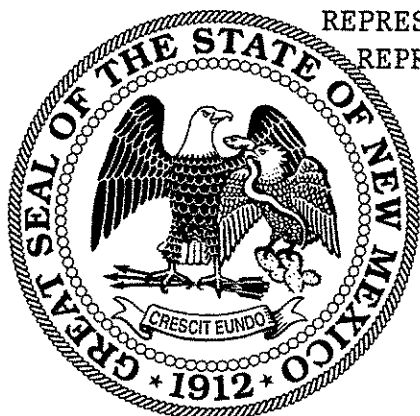
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Introduced by

REPRESENTATIVE HARRY GARCIA  
REPRESENTATIVE PATRICIA A. LUNDSTROM  
REPRESENTATIVE GEORGE DODGE, JR.  
REPRESENTATIVE RODOLPHO S. MARTINEZ AND  
REPRESENTATIVE ELISEO L. ALCON

REPRESENTATIVE ROBERTO "BOBBY" J. GONZALES  
REPRESENTATIVE DERRICK J. LENTE



1 A MEMORIAL

2 RECOGNIZING CIBOLA COUNTY AND DECLARING WEDNESDAY, MARCH 1,  
3 2017, "CIBOLA COUNTY DAY" IN THE HOUSE OF REPRESENTATIVES.

4  
5 WHEREAS, Cibola county is New Mexico's newest county,  
6 having been created on June 19, 1981; and

7 WHEREAS, Cibola county consists of the westernmost four-  
8 fifths of the former Valencia county; and

9 WHEREAS, Grants, with a population of more than nine  
10 thousand people, is the county seat of Cibola county; and

11 WHEREAS, Cibola county is over four thousand five  
12 hundred square miles in area and consists of one city, one  
13 town and twenty-three localities; and

14 WHEREAS, Cibola county is home to the Pueblo of Acoma,  
15 the Pueblo of Laguna and the Ramah chapter of the Navajo  
16 Nation; and

17 WHEREAS, Cibola county features Bluewater Lake state  
18 park and the nationally protected areas of the Cibola  
19 national forest, El Malpais national monument and  
20 conservation area and El Morro national monument; and

21 WHEREAS, Cibola county contains a larger stretch of  
22 historic route 66 than any other county in New Mexico; and

23 WHEREAS, Cibola county is home to six places on the  
24 national register of historic places; and

25 WHEREAS, the Cibola communities economic development



1 foundation, incorporated, which, in 1994, grew out of the  
2 greater Grants industrial development foundation,  
3 incorporated, founded in 1982, promotes the economic and  
4 industrial base of Cibola county and its communities; and

5 WHEREAS, Antonio Esparza served as the first president  
6 of the Cibola communities economic development foundation,  
7 incorporated; and

8 WHEREAS, the board of directors of the Cibola  
9 communities economic development foundation, incorporated,  
10 consists of fifteen members who, together, represent Cibola  
11 county, the city of Grants, the village of Milan, Cibola  
12 foundation, incorporated, the Grants/Cibola county chamber of  
13 commerce, the Grants-Cibola county school district, New  
14 Mexico state university-Grants and private industry;

15 NOW, THEREFORE, BE IT RESOLVED BY THE HOUSE OF  
16 REPRESENTATIVES OF THE STATE OF NEW MEXICO that Cibola county  
17 be recognized for its natural beauty and historic and  
18 cultural importance; and

19 BE IT FURTHER RESOLVED that the Cibola communities  
20 economic development foundation, incorporated, be recognized  
21 for its efforts to foster in Cibola county a thriving  
22 economic and industrial environment; and

23 BE IT FURTHER RESOLVED that Wednesday, March 1, 2017, be  
24 declared "Cibola County Day" in the house of representatives;  
25 and

1           BE IT FURTHER RESOLVED that copies of this memorial be  
2 transmitted to the Cibola communities economic development  
3 foundation, incorporated, the city of Grants, the village of  
4 Milan, Cibola county, Cibola foundation, incorporated, the  
5 Pueblo of Acoma, the Pueblo of Laguna and the Ramah chapter  
6 of the Navajo Nation.

HM 74  
Page 3



s/Brian Egolf

Brian Egolf, Speaker  
House of Representatives

s/Lisa M. Ortiz McCutcheon

Lisa M. Ortiz McCutcheon, Chief Clerk  
House of Representatives



# Cibola County Sheriff's Office

*Sheriff Tony Mace*

tnymace@yahoo.com

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

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

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

February 10, 2017

Cibola County Board of Commissioners:

On behalf of the Cibola County Sheriff's Office, we wish to thank you for your generous donation to our annual Shop With A Cop Program.

We are indeed grateful to you for your enthusiastic support, which helps assist the children who are chosen in our community.

Thank you once again.

Sincerely,

A handwritten signature in black ink, appearing to read "D-SL".

Deanna Salazar  
Cibola County Sheriff's Office