



# **CIBOLA COUNTY BOARD OF COMMISSIONERS**

Daniel Torrez  
Chairman

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

Ralph Lucero  
2<sup>nd</sup> Vice Chairman

Christine Lowery  
Commissioner

Martha Garcia  
Commissioner

**Regular Commission Meeting  
Thursday, January 24th, 2019  
5:00 p.m.  
Cibola County Commission Chambers  
700 E. Roosevelt Ave., Suite 50**

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

6. **Commissioner's Report**

Each Commissioner will have the opportunity to report feedback to the community regarding the district they represent.

7. **Public Comment**

The Public has the opportunity to provide comment on any subject during the public comment period. Speaker's comments will be limited to three minutes unless the Board of County Commissioners requests more information. The time limit is given in an effort to allow public input but also to move the agenda forward in a prompt yet efficient manner.

8. **Minutes**

- a. Minutes from December 17, 2018 Special Commission Meeting
- b. Minutes from December 27, 2018 Emergency Commission Meeting
- c. Minutes from January 8, 2019 Special Commission Meeting

9. **Reports**

- a. Extension Office Updates-Chase Elkins
- b. Assessor's Report
- c. Sheriff's Report

10. **Presentations**

- a. Eagle View Pictometer Intelligent Images-Digital System and Software Program that Maps a Digital Image to Actual Geographic Coordinates-Presenter-Brain Garcia

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

- a. Consideration of Purchase of Eagle View Digital System and Software Program for the Assessor's Office
- b. Consideration of the Vacation and Replat of Vista Ridge Subdivision Plat
- c. Consideration of Flood Plain Development Permit for Cibola County Detention/TLC
- d. Consideration of Resolution 19-14-Authorizing Treasurer's Fee Policy
- e. Consideration of Resolution 19-15-Budget Adjustment No. 4
- f. Consideration of Finalization of NMFA Loan Documents for Blue Water Village Fire Department
- g. Consideration of Resolution 19-16 Adopting Investment Policies and Electing Voting Members to the Investment Counsel.
- h. Consideration of Resolution 19-17 Authorizing the execution and delivery of a local government Planning Grant Agreement by and Between NMFA and Cibola County
- i. Consideration of NMFA Planning Grant Agreement in the amount of \$50,000 and Grant Completion Certificate
- j. Consideration of Resolution 19-18 Uniform Allowance for Cibola County Sheriff's Office
- k. Consideration of Quit Claim Deed for Candy Kitchen Fire Station.
- l. Consideration of Appointment of Members for Hospital Board
- m. Consideration of Requisitions for BMC Tactical-Sheriff's Department and Confirmation of Payment for Invoices for Shooter's Den, LLC-Fire Arms and Ammunition for Sheriff's Office, and Trust Pharmacy

#### **12. Executive Session**

Pursuant to Section 10-15-1 (H) (2) & (7) the following matter may be discussed in closed session:

- Motion and roll call vote to go into executive session and that, pursuant to New Mexico State Statute Section 10-15-1, only the following matters will be discussed in closed session:

#### **Real Property**

- a.) 114 McBride Road Complex

#### **13. New Business – Action May Be Take**

- a. Consideration of Actions with Respect to 114 McBride Road Complex

**14. Announcements**

The next Regular Commission Meeting will be held on Thursday, February 28th 2019 at 5:00p.m. in the Cibola County Commission Chambers.

Cibola County Offices will be closed Monday, February 18, 2019 in Observance of President's Day Holiday.

**15. 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 Administration Building, 700 East 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 document 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.

# 8a.

## Minutes

Minutes from Dec. 17<sup>th</sup>, 2018 Special  
Commission Meeting



***Cibola County Commission***  
**Special Meeting**  
**Monday December 17<sup>th</sup>, 2018**

The Cibola County Commission held a Special Meeting on Monday December 17<sup>th</sup>, 2018 at 5:00 pm in the Cibola County Commission Center

**Elected Officials Present Staff**

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

Kate Fletcher, County Manager  
Paul Ludi, Finance Director  
Michelle Dominguez, County Clerk  
Natalie Grine Chief Deputy Clerk

**A. CALL TO ORDER**

1<sup>st</sup> Vice Chairman Torrez called the meeting to Order at 5:00 pm.

**B. ROLL CALL**

1<sup>st</sup> Vice Chairman Torrez does roll call 4-5 Commissioners in attendance.  
Chairman Armijo was absent.

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

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

**E. Approval of Agenda**

Motion to approve the agenda made by Commissioner Windhorst second by Commissioner Moleres 4-0 affirmative.

**F. Approval of Minutes**

**November 9<sup>th</sup>, 2018 Canvassing Meeting**

**November 9<sup>th</sup>, 2018 Special Commission Meeting**

Commissioner Garcia made a motion to approve the minutes for the Canvassing meeting of November 9<sup>th</sup>, 2018 and the Special Commission meeting of November 9<sup>th</sup>, 2018 second by Commissioner Windhorst 4-0 affirmative

## **G. Commissioner's Report**

Commissioner Garcia stated that she attended a NWNMCOG meeting in Farmington, the COG has a staff of 5 right now, and are hoping to have two new staff members by January to make it 7 members. Commissioner Garcia also mentioned that the 2018 audit report was good. Commissioner Garcia asked if Grants and Milan would sponsor the next COG meeting.

Commissioner Torrez attended the BIPO Conference on December 4, 5, 6 this was training for newly elected officials. Commissioner Torrez thanked Commissioner Moleres for his service as Commissioner.

Commissioner Windhorst stated that on December 4 he attended the exit interview with auditors, and the County submitted the Audit on time. Commissioner Windhorst thanked Manager Kate and Finance Director Paul Ludi for their hard work on getting this audit completed. Commissioner Windhorst stated that he was one of three judges to judge the Light Parade on Dec 8<sup>th</sup>. 2018 it was a good experience, and a very good turnout. Commissioner Windhorst also mentioned that the City of Grants donated a coffin lowering machine to the Bluewater Cemetery, and one was donated to the San Rafael Cemetery. Windhorst also mentioned that he enjoyed working with Commissioner Moleres, and looks forward to working with the newly elected Commissioners Ralph Lucero and Christine Lowery.

Commissioner Moleres stated that he would like to see the hard work continued for the County, Commissioner Moleres also thanked Commissioner Garcia for her blessing.

## **H. Public Comments**

Tim Tobias gave a brief report about the Carrot Express, and how much it is needed to continue to serve the public.

**I. New Business Action May Be Taken**

**a. Consideration of the Carrot Express FY20 Funding Request**

Motion to approve Carrot Express FY20 Funding Request in the amount of \$7,200 was made by Commissioner Windhorst, second by Commissioner Molerres 4-0 affirmative.

**b. Consideration of Appointment of 2 New Board Members and 1 Alternate Member with Voting Privileges to be on the Carrot Express Board**

Motion to table item b was made by Commissioner Molerres, second by Commissioner Windhorst 4-0 affirmative.

**c. Consideration to Vacate the Sky Mountain Subdivision Plat**

Motion to vacate the Sky Mountain Subdivision Plat was made by Commissioner Windhorst, second by Commissioner Molerres 4-0 affirmative.

**d. Consideration of Floodplain Development Permits**

Motion to approve Floodplain Development Permits was made by Commissioner Molerres, second by Commissioner Windhorst 4-0 affirmative.

**e. Consideration of Approval of Managers Office Pay Program**

Motion to approve Managers Office Pay Program was made by Commissioner Garcia, second by Commissioner Molerres 4-0 affirmative.

**f. Consideration for Approval and Discussion of JPA for City of Grants Senior Center, Public Library and Animal Center between Cibola County and City of Grants**

Motion to approve JPA for City of Grants Senior Center, Public Library and Animal Center between Cibola County and City of Grants, was made by Commissioner Molerres, second by Commissioner Windhorst 4-0 affirmative.



**g. Consideration for Approval of Amended JPA for Cibola Regional Communication Center between Cibola County, City of Grants, and Village of Milan**

Motion to approve amended JPA for Cibola Regional Communication Center between Cibola County, City of Grants, and the Village of Milan was made by Commissioner Windhorst, second by Commissioner Moleres 4-0 affirmative.

**h. Consideration for Approval of Annual Performance Review of Fence Lake Community Associated/LEDA Project pursuant to Ordinances 17-02 and 17-04 (Project Participation Agreement)**

Motion to approve Annual Performance Review of FENCE Lake Community Associated/LEDA Project pursuant to Ordinance 17-02 and 17-04 (Project Participation Agreement) was made by Commissioner Garcia, second by Commissioner Windhorst 4-0 affirmative.

**i. Consideration for Approval of Resolution 18-65 Budget Adjustment No. 3 and Updated Finance Report**

Motion to approve Resolution 18-65 Budget Adjustment No. 3 and Updated Finance Report was made by Commissioner Moleres, second by Commissioner Windhorst 4-0 affirmative.

**j. Consideration for Approval of P.O.T.C.O Invoices**

Motion to approve P.O.T.C.O Invoices and Authorize Cibola County Manager to submit payments was made by Commissioner Moleres, second by Commissioner Windhorst 4-0 affirmative.

**k. Consideration for Approval of Requisition for Laguna Fire Station-Flow Test of Hydrants, Pine Hill EMS-Mechanical CPR Device, 2 for TLC-Repair of Boiler System-Sheriff's Office & Magistrate Court, Jani King-Deep Cleaning of Detention Center, Invoices for Cibola General Hospital, Cibola County Correctional Center Billing, Invoices for Trust Pharmacy**

Motion to approve Requisitions for Laguna Fire Station-Flow Test of Hydrants, Pine Hill EMS-Mechanical CPR Device, 2 for TLC-Repair of Boiler System-Sheriff's Office & Magistrate Court, Jani King-Deep Cleaning of Detention Center, Invoices for Cibola General Hospital. Cibola County Correctional Center Billing, Invoices for Trust Pharmacy was made by Commissioner Moleres, second by Commissioner Garcia 4-0 affirmative.



## **J. Executive Closed Session**

Motion and roll call vote to go into executive session and that, pursuant to New Mexico State Statute Section §10-15-1 (H) (2) & (7) and that only the following matters will be discussed in closed session.

Motion to go into executive session was made by Commissioner Molerés second by Commissioner García, at 7:02 p.m. 4-0 affirmative.

### **Real Property**

- a.) 114 McBride Road Complex
- b.) 1016 Roosevelt Avenue
- c.) 1423 E. Roosevelt Avenue

### **Pending/Threatened Litigation**

- a.) Discussion of Joining Albuquerque v. New Mexico Taxation and Revenue Department

Motion and roll call vote to return to regular session and that matters discussed in closed session were limited to those specified in motion for closure, and that no final action was taken, as per New Mexico Statutes Section §10-15-1.(H) (2) & (7) Motion was made by Commissioner Molerés, second by Commissioner Windhorst 4-0 affirmative at 7:30 p.m.

### **New Business- Action May Be Taken**

- a. Consideration of actions with respect to 114 McBride Complex
- b. Consideration of actions with respect to 1016 Roosevelt Avenue
- c. Consideration of actions with respect to 1423 E. Roosevelt Avenue  
No Final action taken for Items A, B, C
- d. Consideration of Cooperative Purchase Agreement with Valencia County to Issue Solicitation to Join Albuquerque v. New Mexico Taxation and Revenue Department  
Motion to consider Cooperative Purchase Agreement with Valencia County to Issue Solicitation to Join Albuquerque v. New Mexico Taxation and Revenue Department and have Cibola County Manager join was made by Commissioner Molerés, second by Commissioner García 4-0 affirmative.

**K. ANNOUNCEMENTS**

The next Commission Meeting will be a Special Commission Meeting and will be held on Tuesday, January 8<sup>th</sup>, 2019 at 5:00 p.m. in the Cibola County Commission Chambers.

There will be a Swearing-In Ceremony that will be held on Thursday, December 27, 2018 at 11:00 p.m. in the 13<sup>th</sup> Judicial Court Building, Large Jury Selection Room, located on 700 E. Roosevelt Ave., Suite 60. The public is invited to attend.

Cibola County Offices will be closed on Monday December 24<sup>th</sup> and December 25<sup>th</sup> 2018 in Observance of the Christmas Holiday and Monday, December 31<sup>st</sup> and Tuesday, January 1<sup>st</sup> in Observance of the New Year's Holiday

**L. ADJOURNMENT**

A motion to adjourn the meeting made by Commissioner Torrez, second by Commissioner Garcia 4-0 affirmative at 7:35 pm.

8b.

# Minutes

Minutes from Dec. 27<sup>th</sup>, 2018 Emergency  
Commission Meeting

***Cibola County Commission***  
**Emergency Meeting**  
**Thursday December 27th, 2018**

The Cibola County Commission held an Emergency Meeting on Thursday December 27<sup>th</sup>, 2018 at 2:00 pm in the Cibola County Commission Center

**Elected Officials Present Staff**

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

Kate Fletcher, County Manager  
Michelle Dominguez, County Clerk  
Denise Salcido, Recording & Filing

**A. CALL TO ORDER**

1<sup>st</sup> Vice Chairman Torrez, called the meeting to Order at 2:01 pm.

**B. ROLL CALL**

1<sup>st</sup> Vice Chairman Torrez does roll call-4-5 Commissioners in attendance.  
Chairman Armijo was absent

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

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

**E. Approval of Agenda**

Motion to approve the agenda made by Commissioner Moleres, second by Commissioner Windhorst 4-0 affirmative.

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

a. **Discussion and Consideration of Procuring Boiler System Repair at 114 McBride Rd due to HVAC System Failure**

Motion to approve replacement of both systems made by Commissioner Garcia, second Commissioner Windhorst 4-0 affirmative

b. **Relocation of Magistrate Court during repair to 114 McBride Rd and Authority to Manager to effectuate Intergovernmental Agreement**



Motion to amend agenda for b. made by Commissioner Garcia, second by commissioner Windhorst 4-0 affirmative

Motion to approve Relocation of Magistrate Court during repair made by Commissioner Garcia, second by Commissioner Windhorst 4-0 affirmative

**G. Adjournment**

1<sup>st</sup> Vice Chairman Torrez adjourned the meeting at 2:29 PM

8c.

# Minutes

Minutes from Jan. 8<sup>th</sup>, 2019 Special Commission  
Meeting

***Cibola County Commission***  
**Special Meeting**  
**Tuesday January 8<sup>th</sup>, 2019**

The Cibola County Commission held a Special Meeting on Tuesday January 8<sup>th</sup>, 2019 at 5:00 pm in the Cibola County Commission Center

**Elected Officials Present Staff**

Daniel Torrez, Chairman  
Robert Windhorst, 1<sup>st</sup> Vice Chairman  
Ralph Lucero, 1<sup>st</sup> Vice Chairman  
Martha Garcia Commissioner  
Christine Lowery Commissioner

Kate Fletcher, County Manager  
Paul Ludi, Finance Director  
Michelle Dominguez, County Clerk  
Denise Salcido, Filing/Recording

**1. CALL TO ORDER**

Chairman Torrez called the meeting to Order at 5:00 pm.

**2. ROLL CALL**

Chairman Torrez does roll call 5-5 Commissioners in attendance.

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

**4. Prayer** Commissioner Lucero led us in prayer.

**5. Approval of Agenda**

Motion to approve the agenda made by Commissioner Windhorst second by Commissioner Lucero 5-0 affirmative.

**6. Restructure of Commission:**

- a. Resolution 19-01- Restructure of the Cibola County Commission
  - a.) **Nomination and Election of County Commission Chairman-** Motion was made to elect Commissioner Torrez by Commissioner Windhorst, 2<sup>nd</sup> by Commissioner Lucero 5-0 affirm
  - b.) **Nomination and Election of 1<sup>st</sup> Vice Count Commission Chairman-** Motion was made to elect Commissioner Garcia by Commissioner Torrez she refused the

position. Motion was then made to elect Commissioner Windhorst by Commissioner Torrez, 2<sup>nd</sup> by Commissioner Lowery 5-0 affirm.

- c.) **Nomination and Election of 2<sup>nd</sup> Vice County Commission Chairman-** Motion was made to elect Commissioner Lucero by Commissioner Torrez, 2<sup>nd</sup> by Commissioner Lowery 5-0 affirm

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

- a. Consent Agenda: Beginning of Year Resolutions
- a.) **Consideration of Resolution 19-02, Delegation of Authority to County Manager-** Motion to approve Resolution 19-02, Delegation of Authority to County Manager with increase from \$10,000 to \$20,000 was made by Commissioner Garcia, 2<sup>nd</sup> by Commissioner Windhorst 5-0 affirmative
  - b.) **Consideration of Resolution 19-03, Bank Depositories-** Manager Kate Fletcher will put on agenda for next meeting to appoint a Commissioner to the committee for the investment board. Motion to approve Resolution 19-03, bank depositories made by Commissioner Garcia, 2<sup>nd</sup> by Commissioner Windhorst 5-0 affirm
  - c.) **Consideration of Resolution 19-04, Inspection of Records-** Motion to approve Resolution 19-04, inspection of Records was made by Commissioner Garcia, 2<sup>nd</sup> Commissioner Windhorst 5-0 affirmative
  - d.) **Consideration of Resolution 19-05, Open Meetings Act (OMA)-** Motion to approve Resolution 19-05, Open Meetings Act (OMC) and keep meetings on the 4<sup>th</sup> Thursday of every month at 5PM made by Commissioner Windhorst, 2<sup>nd</sup> Commissioner Lucero 5-0 affirmative
  - e.) **Consideration of Resolution 19-06, Public Participation at Cibola County Commission Meetings-** Motion to approve Resolution 19-06, Public Participation at Cibola County Commission Meetings with an amendment from 2 minutes to 3 minutes made by Commissioner Garcia, 2<sup>nd</sup> Commissioner Windhorst 5-0 affirmative
  - f.) **Consideration of Resolution 19-07 Parliamentary Procedures and Robert's Rules of Order-** Motion to approve Resolution 19-07, Public Participation at Cibola County Commission Meetings made by Commissioner Torrez, 2<sup>nd</sup> Commissioner Windhorst 5-0 affirmative
  - g.) **Consideration of Resolution 19-08, Signature Authority on Checks-** Motion to approve Resolution 19-08, Signature Authority on Checks and keep it the same made by Commissioner Torrez, 2<sup>nd</sup> Commissioner Lucero 5-0 affirmative
- b. Consent Agenda: CDBG Resolutions Required to be Updated Yearly
- a.) **Consideration of Resolution 19-09, Establishing A Local Residential Anti-Displacement, and Relocation Assistance Plan and Certification (Housing and Community Development Act, CDBG), with Exhibit 1-R**
  - b.) **Consideration of Resolution 19-10, Establishing A Citizen Participation Plan**
  - c.) **Consideration of Resolution 19-11, Establishing A Section 3 Plan with Exhibit 1-T**
  - d.) **Consideration of Resolution 19-12, Includes Resolution, Fair Housing Proclamation, and Self-Assessment**
- Motion to Approve items a, b, c and d, Resolutions 19-09, 19-10, 19-11 and 19-12 made by Commissioner Windhorst, 2<sup>nd</sup> Commissioner Lowery 5-0 affirmative



- c. Consent Agenda: DWI Resolutions, M.O.U. and Statement of Assurances Required for DFA LDWI FY 20 Grant Application
  - a.) Consideration of Resolution 19-13, Delegating Authority to Cibola County Chairperson
  - b.) Consideration of Resolution 19-14. Authorizing Cibola County to Submit FY20 DWI Grant Application
  - c.) Statement of Assurance
  - d.) Memorandum of Understanding Between County of Cibola DWI Program and NM Dept. of Finance (NMDFA)
 

Motion to approve items a and b, resolution 19-13 and 19-14 and items c Statement of Assurance and d Memorandum of Understanding Between County of Cibola DWI Program and NM Dept. of Finance (NMDFA) made by Commissioner Windhorst, 2<sup>nd</sup> Commissioner Lowery 5-0 affirmative
- d. Consideration of Appointment of County Member to the New Mexico Counties Board for Multi-Line Pool Voting Representatives and Alternates
  - a.) Annual Meeting Wednesday, January 16, 2019 8:00 am
  - b.) Eldorado Hotel, Santa Fe, Nm
- e. Consideration of Appointment of County Member to the New Mexico Counties Board for Worker's Compensation Voting Representatives and Alternates
  - a.) Special Meeting Wednesday, January 16, 2019 8:00 am
  - b.) Eldorado Hotel, Santa Fe, NM

Motion to approve 7d items a and b and 7e items a and b for County Manager Kate Fletcher and Commissioner Lowery to attend meetings made by Commissioner Torrez, 2<sup>nd</sup> Commissioner Windhorst 5-0 affirmative

## **8. Executive Closed Session**

Motion and roll call vote to go into executive session and that, pursuant to New Mexico State Statute Section §10-15-1 (H) (2) & (7) and that only the following matters will be discussed in closed session.

### **Real Property**

- a) Cibola County Complex-Located on 114 McBride Ave., Grants, NM 87020
- b) Cibola County Complex-Located on 515 W High Street, Grants, NM 87020

Motion to go into executive session was made by Commissioner Lucero second by Commissioner Windhorst, at 5:25 p.m. 5-0 affirmative.

### **Personnel**

- a.) Kate Fletcher

Motion and roll call vote to return to regular session and that matters discussed in closed session were limited to those specified in motion for closure, and that no final action was taken, as per New Mexico Statutes Section §10-15-1.(H) (2) & (7) Motion was made by Commissioner Torrez, second by Commissioner Windhorst 4-0 affirmative at 6:15 p.m.

**9. ANNOUNCEMENTS**

The Next Regular Commission Meeting will be held on Thursday, January 24, 2019 at 5:00 pm in the Cibola County commission Chamber Room, 700 East Roosevelt Ave, Suite 50

Cibola County Offices will be closed on Monday, January 21<sup>st</sup>, 2019 in observance of Martin Luther King Jr. Day

**10. ADJOURNMENT**

A motion to adjourn the meeting made by Commissioner Torrez, second by Commissioner Garcia 5-0 affirmative at 6:19 pm.

9a

# Reports

Extension Office-Chase Elkins

No Back up

9b

# Reports

Assessor's Report

No Back up



9b

# Reports

Sheriff's Report

No Back up

# Reports Not Presented

Road Dept.

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

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

***Grants NM 87020***

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



***Tuesday, January 8, 2019***

***To: Kate Fletcher - County Manager***

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

***Re: Monthly Report: 12/1/18 - 12/31/18 (December)***

## ***Regular Maintenance***

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

<b><u><i>Road</i></u></b>	<b><u><i>Description</i></u></b>	<b><u><i>Miles</i></u></b>
<b><i>C35</i></b>	<b><i>Fencelake Community Roads</i></b>	<b><i>9.064</i></b>
<b><i>C41</i></b>	<b><i>Pie Town Road</i></b>	<b><i>10.714</i></b>
<b><i>C25</i></b>	<b><i>Bell Road</i></b>	<b><i>2.539</i></b>
<b><i>C35A</i></b>	<b><i>Moreno Hill Road</i></b>	<b><i>10.419</i></b>
<b><i>C63</i></b>	<b><i>Anaconda Road</i></b>	<b><i>5.931</i></b>
<b><i>Total Miles</i></b>		<b><i>38.667</i></b>

## ***Special Projects***

<b><i>C30</i></b>	<b><i>Bluewater South - Patching.</i></b>
<b><i>C1</i></b>	<b><i>Marquez Rd. - Put up signs, fix washout, haul base course &amp; dirt, shoulder work.</i></b>
<b><i>C5</i></b>	<b><i>Moquino Rd. - Back fill shoulder, patching.</i></b>
<b><i>C49</i></b>	<b><i>Zuni Canyon Rd. - Put up signs, paint speed humps.</i></b>
<b><i>C51</i></b>	<b><i>Nth &amp; Sth Quail Lane - Removal of dirt from shoulders.</i></b>
<b><i>C29</i></b>	<b><i>Plano Colorado - Fix cattle guards.</i></b>
<b><i>C29A</i></b>	<b><i>Old Bluewater Lake Rd. - Fix cattle guards.</i></b>
<b><i>C35A</i></b>	<b><i>Moreno Hill Rd. - Haul millings.</i></b>
<b><i>C28C</i></b>	<b><i>Cemetery Rd. - Shoulder work, put up signs.</i></b>
<b><i>C41</i></b>	<b><i>Pie Town Rd. - Haul millings.</i></b>
<b><i>C23</i></b>	<b><i>Ralph Card Rd. - Paint speed humps.</i></b>
<b><i>C27</i></b>	<b><i>Vida Buena Rd. - Paint speed humps.</i></b>
<b><i>C28</i></b>	<b><i>Bluewater Village - Paint speed humps, Patching.</i></b>
<b><i>C18B</i></b>	<b><i>La Jara Mesa Rd. - Back fill shoulders, install culvert, put up deliniator posts.</i></b>

<b>C58</b>	<b><i>San Rafael - Cut trees, pick up trees, paint speed humps, haul millings to yard.</i></b>
<b>C18</b>	<b><i>Horace Mesa Rd. - Clean culverts.</i></b>
<b>C17</b>	<b><i>Mt. Taylor Addition - Paint speed humps.</i></b>
<b>C47</b>	<b><i>Mesa Ridge Rd. - Clean culverts &amp; cattle guards.</i></b>

### **Snow Removal**

<b>C30</b>	<b><i>Bluewater South</i></b>
<b>C31N</b>	<b><i>Bluewater South</i></b>
<b>C19B</b>	<b><i>La Mosca Tane Road</i></b>
<b>C19</b>	<b><i>Cantina Road</i></b>
<b>C49</b>	<b><i>Zuni Canyon Road</i></b>
<b>C18</b>	<b><i>Horace Mesa Road</i></b>
<b>C18A</b>	<b><i>Lobo Creek Road</i></b>
<b>C33</b>	<b><i>Candy Kitchen Road</i></b>
<b>C28</b>	<b><i>Bluewater Village</i></b>
<b>C58</b>	<b><i>San Rafael</i></b>
<b>C57</b>	<b><i>Dwight Small Road</i></b>
<b>C20</b>	<b><i>San Mateo</i></b>
<b>C48A</b>	<b><i>Timberlake Road</i></b>
<b>C19A</b>	<b><i>Cantina Homesites Road</i></b>
<b>C18B</b>	<b><i>La Jara Mesa Road</i></b>
<b>C14A</b>	<b><i>Canada Road</i></b>
<b>C14</b>	<b><i>San Fidel</i></b>
<b>C7</b>	<b><i>Cubero &amp; Village Roads</i></b>
<b>C1</b>	<b><i>Marquez Road</i></b>
<b>C15</b>	<b><i>Rinconada Road</i></b>
<b>C12</b>	<b><i>San Jose Loop</i></b>
<b>C11</b>	<b><i>Bibo Ranch Road</i></b>
<b>C21</b>	<b><i>Thunderbird Road</i></b>
<b>C24</b>	<b><i>Elkins Road</i></b>
<b>C6</b>	<b><i>Seboyeta-Bibo Roads</i></b>



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

700 E. Roosevelt Suite 50

Grants NM 87020

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



## **MAINTENANCE REPORT**

### **December 2018**

<u><b>Department</b></u>	<u><b>Unit Number</b></u>	<u><b>Total Parts &amp; Oil</b></u>	<u><b>Hours Worked</b></u>	<u><b>Mechanic Rate</b></u>	<u><b>Total on Repair Order</b></u>
<b>Road Dept.</b>	<b>132</b>	<b>\$53.30</b>	<b>4</b>	<b>\$ 18.20</b>	<b>\$ 126.10</b>
<b>Road Dept.</b>	<b>134</b>	<b>\$25.05</b>	<b>2.5</b>	<b>\$ 18.20</b>	<b>\$ 70.55</b>
<b>Road Dept.</b>	<b>137</b>	<b>\$73.53</b>	<b>7</b>	<b>\$ 18.20</b>	<b>\$ 200.93</b>
<b>Road Dept.</b>	<b>155</b>	<b>\$15.58</b>	<b>1.5</b>	<b>\$ 18.20</b>	<b>\$ 42.88</b>
<b>Road Dept.</b>	<b>157</b>	<b>\$24.52</b>	<b>1</b>	<b>\$ 18.20</b>	<b>\$ 42.72</b>
				<b><i>TOTAL</i></b>	<b><i>\$ 483.18</i></b>
<b>Sheriff's</b>	<b>G-68921</b>	<b>\$8.00</b>	<b>6</b>	<b>\$ 18.20</b>	<b>\$ 117.20</b>
<b>Sheriff's</b>	<b>G-78720</b>	<b>\$24.36</b>	<b>3</b>	<b>\$ 18.20</b>	<b>\$ 78.96</b>
<b>Sheriff's</b>	<b>G-86096</b>	<b>\$67.97</b>	<b>5.5</b>	<b>\$ 18.20</b>	<b>\$ 168.07</b>
<b>Sheriff's</b>	<b>G-96110</b>	<b>\$28.41</b>	<b>1.5</b>	<b>\$ 18.20</b>	<b>\$ 55.71</b>
<b>Sheriff's</b>	<b>G-96111</b>	<b>\$40.28</b>	<b>3</b>	<b>\$ 18.20</b>	<b>\$ 94.88</b>
				<b><i>TOTAL</i></b>	<b><i>\$ 514.82</i></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 December 2018***

<b>UNLEADED</b>						
<b>UNIT #</b>	<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL.</b>	<b>TOTAL COST</b>
127	G-18473	0.72	3.08	153	49.700	\$ 110.92
128	G-18464	0.55	4.15	54	13.000	\$ 29.58
130	G-15638	0.39	5.49	203	37.000	\$ 80.12
131	G-29800	0.16	13.33	280	21.000	\$ 45.47
132	G-29091	0.00	#DIV/0!	22	0.000	\$ -
133	G-23696	41.37	0.05	1	19.100	\$ 41.37
134	G-23697	0.13	16.44	296	18.000	\$ 38.98
135	G-39980	#VALUE!	#VALUE!	N/U	0.000	\$ -
136	G-39988	0.23	9.69	155	16.000	\$ 36.41
138	G-95862	0.21	13.21	1,774	134.300	\$ 373.04
139	G-57384	0.14	15.41	994	64.500	\$ 144.11
140	G-57619	#VALUE!	#VALUE!	N/U	7.000	\$ 15.16
141	G-57618	#VALUE!	#VALUE!	N/U	13.500	\$ 30.72
146	146	#VALUE!	#VALUE!	N/U	0.000	\$ -
147	G-66164	#VALUE!	#VALUE!	N/U	0.000	\$ -
148	G-66165	0.21	10.73	161	15.000	\$ 34.14
150	G-70482	#VALUE!	#VALUE!	N/U	0.000	\$ -
151	G-78718	#VALUE!	#VALUE!	N/U	0.000	\$ -
152	G-64239	0.00	#DIV/0!	59	0.000	\$ -
153	G-86952	0.08	28.80	861	29.900	\$ 67.04
154	G-86953	0.13	16.63	833	50.100	\$ 110.95
155	G-86954	0.11	21.22	2,330	109.800	\$ 244.86
157	G-91750	0.14	15.66	1,312	83.800	\$ 186.70
Extra Gas Card	Extra Gas Card	#DIV/0!	0.00	0	5.200	\$ 18.16
<b>TOTAL GAS</b>					<b>686.900</b>	<b>\$ 1,607.73</b>



<b>DIESEL FUEL</b>						
<b>UNIT #</b>	<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL.</b>	<b>TOTAL COST</b>
137	G-50237	0.34	8.26	262	31.700	\$ 88.68
202	G-18484	#VALUE!	#VALUE!	N/U	0.000	\$ -
209	G-18476	#VALUE!	#VALUE!	N/U	0.000	\$ -
211	G-18795	#VALUE!	#VALUE!	N/U	0.000	\$ -
212	G-30550	0.42	6.58	785	119.300	\$ 331.15
213	G-30549	1.03	2.67	324	121.400	\$ 332.60
214	G-38441	0.50	5.57	1,075	192.900	\$ 534.80
215	G-67372	0.50	5.61	2,469	440.300	\$ 1,227.28
216	G-67371	0.60	4.64	970	208.900	\$ 580.83
217	G-70782	0.48	5.84	2,199	376.700	\$ 1,053.75
218	Distributor	#VALUE!	#VALUE!	N/U	0.000	\$ -
219	Water Truck	#VALUE!	#VALUE!	N/U	0.000	\$ -
220	New Transport	0.27	11.52	531	46.100	\$ 140.79
305	305	#VALUE!	#VALUE!	N/U	0.000	\$ -
306	306	#VALUE!	#VALUE!	N/U	0.000	\$ -
307	307	5.83	0.47	14	30.100	\$ 81.60
308	308	0.00	#DIV/0!	9	0.000	\$ -
309	309	#VALUE!	#VALUE!	N/U	0.000	\$ -
310	310	#VALUE!	#VALUE!	N/U	0.000	\$ -
311	311	#VALUE!	#VALUE!	N/U	20.100	\$ 57.17
312	312	#VALUE!	#VALUE!	N/U	0.000	\$ -
313	313	#VALUE!	#VALUE!	N/U	0.000	\$ -
314	314	0.00	#DIV/0!	33	0.000	\$ -
416	416	10.81	0.26	70	274.100	\$ 756.50
417	417	6.18	0.45	72	159.900	\$ 445.24
418	418	8.85	0.32	19	59.100	\$ 168.09
501	501	#VALUE!	#VALUE!	N/U	0.000	\$ -
Extra Diesel Card	Extra Diesel Card	#VALUE!	#VALUE!	N/U	0.000	\$ -
<b>TOTAL DIESEL</b>					<b>2080.600</b>	<b>\$ 5,798.48</b>

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

# 10a.

# Presentation

Eagle View Pictometer Intelligent Images

No Back Up



11a

# New Business

Eagle View Digital System

No Backup

# 11b

# New

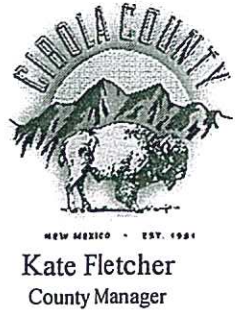
# Business

Vacation & Replat of Vista Ridge Subdivision  
Plat

**Cibola County Commission**

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

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



12/19/2018

**Summary of Plats Presented to County Commission for Approval**

**1.) Vacation and replat of Vista Ridge Subdivision**

**Purpose of plat**-To vacate lots, drainage easements, and road right of ways within the exterior boundary of Vista Ridge subdivision to the extent shown on the plat (attached).

Mapping Recommendation: The plat meets the requirements for Vacation of Subdivision under Ordinance # 15-02 An Ordinance relating to the Subdivision of Land in Cibola County New Mexico. Proof of Taxes paid in Advance and receipt of the Vacation of Plat fee payments are also enclosed. Submission deemed complete. Recommend approval.

Additional Notes: Subdivision was created in 2007 and only two lots have ever been sold out of the subdivision. Valuation protests have been filed on the subdivision over the years and values have dropped significantly due to the past protests. New owners wish to develop for personal residential and farming operations. Current restrictive covenants do not allow for any farm animals other than horses. While they can, as majority land owners of the subdivision, modify the restrictive covenants, they would still have to replat the internal lots for the larger tracts they desire. No roads located within this subdivision are on the County Road maintenance list. They are public subdivision roads. The existing lots and new parcels will retain access through existing roads and access easements. No lots will be landlocked.

Anna Larson

GIS Mapping/ Planning

(505) 285-2555

**CIBOLA COUNTY SUBDIVISION REGULATIONS APPLICATION FOR VACATION  
OF PLAT APPROVAL**

**PAID** 12/17/18  
*me*

**INSTRUCTIONS**

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

**APPLICANT INFORMATION**

1. Name, Address and Phone Number

Hai Kei Haven  
Signature [Signature] Date 12/17/18

**SUBDIVISION INFORMATION**

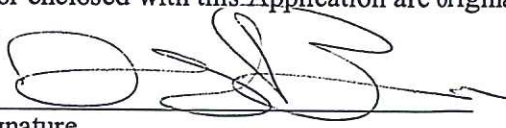
3. Location of Subdivision (attach map if necessary) Vista Ridge
4. This is a: Partial Vacation X Full Vacation \_\_\_\_\_
5. Number of lots to be vacated: 22; Total acreage of lots to be vacated: 276.5 acres;
6. Municipal planning and platting jurisdiction (if applicable): N/A

**SUPPLEMENTAL INFORMATION**

7. A title report from a local abstract company showing all owners of record of parcel(s) to be vacated
8. Where only a portion of the subdivided land is to be vacated the names of those owners of record within the remainder of the subdivided land shall be provided.
9. A map or plat detailing the area involved, a new survey or re-plat with the revised legal description for the parcel(s).
10. At least twenty-one (21) days before the proposed meeting, all owners of record of property, including holders of easements, within the subdivision to be vacated, and all owners record of immediately contiguous property to the subdivided land to be vacated shall have been notified by mail of the proposed vacation, and the date, time and place of the public meeting at which the vacation will be considered by the Board of County Commissioners.
11. The County Assessor's Account number(s) for the parcel or parcels.
12. Parcel tracking sheet setting out property taxes paid in advance



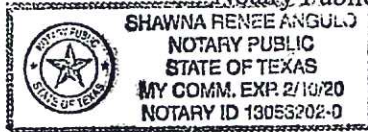
I certify that the information provided by me in this Application for Vacation of Plat Approval is true and correct and that all documents attached to or enclosed with this Application are originals or true, complete and correct copies of the originals.

  
Signature

This Application for Vacation of Plat Approval was SUBSCRIBED AND SWORN to before me on  
December 4th, 2018.

My Commission Expires:

02/10/2020



Shawna Renee Angulo  
Notary Public

\*\*\*\*\*

PROCEDURAL INFORMATION (to be completed by County Staff)

12. Date application received by County: 12/17/18 (fee paid? 250.00)

Signed Ana Ferso

13. Date Vacation of plat deemed complete: 12/18/18

Signed Ana Ferso

14. Date of public meeting before the Cibola County Commission:

\_\_\_\_\_

15. Date Vacation of plat filed with County Clerk: \_\_\_\_\_



Receipt Number: R00004712

Cashier Name: Nancy Homra-Jewell

Terminal Number: 5

Receipt Date: 12/17/2018 4:01:00 PM

Transaction Code: Misc - Micellaneous Receipts

Product: 401 - Subdivision Fees

Units:

Name: SUB FEE/HA'KEI HAVEN LLC

\$250.00

0.00 Amount: 250.00

Total Balance Due: \$250.00

Payment Method: Cash

Reference:

Amount: \$250.00

Total Payment Received: \$250.00

Change: \$0.00

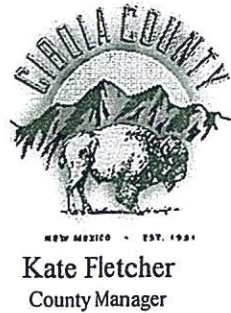




**Cibola County Commission**

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Jack P. Moleres, 2<sup>nd</sup> Vice-Chair  
Robert Windhorst, Commissioner  
Martha Garcia, Commissioner

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



**Kate Fletcher**  
County Manager

12/19/2018

Ramah Navajo School Board, Inc  
P.O. Box 10  
Pinehill, NM 87357-1010

Dear Sir:

At the request of Ha'Kei Haven LLC, the Cibola County Administrative Offices will be reviewing for approval, an application to vacate most of the lots located within Vista Ridge Subdivision, situated within sections 33, township 9 north, range 15 west. The majority of the subdivision will be vacated including most previously platted subdivision roads. The remaining two land owners lots will remain within the subdivision and the access road to these lots will remain. Please see the attached map.

Cibola County Ordinance 15-02 requires that all contiguous property owners be notified of the proposed changes to allow for public comment. Please direct any written comments to Cibola County Planning, ATTN: Anna Larson, 700 Roosevelt Ave Suite 50, Grants, NM 87323 or by e-mail at [alarson@co.cibola.nm.us](mailto:alarson@co.cibola.nm.us).

The plat will be submitted to the Cibola County Commission for final approval at the regularly scheduled public meeting on January 24, 2019 at 5:00 PM.

Thank you,

Anna Larson

GIS Mapping/ Planning

(505) 285-2555

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See Reverse for Instructions	

7007 0220 0002 4754 3456



**Cibola County Commission**

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

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



12/19/2018

Nature's Partners LTD  
8506 Welsey ST  
Greenville, TX 75402

Dear Sir:

At the request of Ha'Kei Haven LLC, the Cibola County Administrative Offices will be reviewing for approval, an application to vacate most of the lots located within Vista Ridge Subdivision, situated within section 33, township 9 north, range 15 west. The majority of the subdivision will be vacated including most previously platted subdivision roads. The remaining two land owners lots will remain within the subdivision and the access road to these lots will remain. Please see the attached map.

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7007 0220 0002 4754 3470

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



12/20/2018

Jerry Barrera  
1226 Edgar Degas St  
El Paso, TX 79936

Dear Sir:

At the request of Ha'Kei Haven LLC, the Cibola County Administrative Offices will be reviewing for approval, an application to vacate most of the lots located within Vista Ridge Subdivision, situated within section 33, township 9 north, range 15 west. The majority of the subdivision will be vacated including most previously platted subdivision roads. The remaining two land owners lots will remain within the subdivision and the access road to these lots will remain. Please see the attached map.

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Total Postage & Fees	\$
Postmark Here	
Sent To <i>Jerry</i> <i>Edgar Degas Barrera</i>	
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7007 0220 0002 4754 3487



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Daniel J. Torrez, 1<sup>st</sup> Vice-Chair  
Jack P. Moleres, 2<sup>nd</sup> Vice-Chair  
Robert Windhorst, Commissioner  
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**Cibola County**  
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Grants, New Mexico 87020  
Phone (505) 287-9431 – Fax (505) 285-5434



Kate Fletcher  
County Manager

12/19/2018

Jerry Nickels  
440 Concho Dr  
Sedona, AZ 86351

Dear Sir:

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7007 0220 0002 4754 3463

**RESTRICTIVE COVENANTS**  
**OF**  
**VISTA RIDGE SUBDIVISION**  
**LOTS 1-4 AND 6-24**

**CIBOLA COUNTY, NEW MEXICO**



The undersigned Wild Onion, LLC, the owner of the certain parcel of land and subdivision in Cibola County, New Mexico, known as VISTA RIDGE SUBDIVISION, but applying only to Lots 1-4 and 6-24 hereof ("Lots" and individually a "Lot) and common areas of the subdivision thereof, a plat of the Subdivision having been filed in the office of the Clerk of Cibola County, New Mexico on August 20, 2007 in Book 17 Page 5743.

HEREBY MAKES THE FOLLOWING DECLARATION as to limitations, restrictions and uses to which the Lots as identified as being covered hereby and to which these covenants shall apply, may be put with the desire to maintain and enhance the natural beauty of the area, and insure the safety and well-being of the owners and residents;

AND FURTHER HEREBY SPECIFYING that said declarations shall constitute covenants to run with these Lots, as provided by law and shall be binding on all parties who currently hold title to those Lots as herein identified and all persons claiming ownership under them and for the benefit of and limitations upon all present and future owners of said Lots, this declaration of restrictions being designed for the purpose of keeping said Lots and common areas of the Subdivision desirable, uniform and suitable in architectural design and use as herein specified, whether or not these covenants are embodied in the conveyance or other instrument affecting title thereto.

These covenants are to run with the land and shall be binding on all persons claiming under them until July 1, 2017, at which time the said covenants shall be then automatically extended for successive periods of ten (10) years thereafter unless by vote of the owners of a majority of the Lots in a referendum as organized by one or more Lot owners or by the Association and held prior to the expiration of the term, it is agreed to change the said covenants in whole or in part. However, regardless of the foregoing, this does not prohibit at any other time, the amendment of these covenants in whole or in part by an affirmative vote of the owners of a majority of the Lots in a referendum as organized as provided above.

If a party hereto or its heir or assign shall violate or attempt to violate any of the covenants or restrictions herein, any other person or persons owning or holding equitable title to any of the other Lots as well as the property owners' association as may be organized shall have the right to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and to enforce and to prevent him or them from doing such violation. Invalidation of any one of these covenants or restrictions shall not invalidate the others which shall remain in full force and effect. When utilized herein, owner or Lot owner shall also include any





purchaser of a Lot under a real estate contract or deed of trust.

1. All exterior construction of any building on a Lot shall be completed within three hundred sixty (360) days from commencement.

2. No obnoxious, noisy or offensive businesses or commercial ventures or other such activities may be conducted on any Lot. No stores or retail businesses shall be allowed except for home occupations which do not employ individuals on-site other than residents of that home and which do not generate vehicle traffic greater than that normally anticipated for a single family residence. Manufacturing, church, religious or other institutional uses will not be allowed.

3. No mining or drilling for oil, gas or other minerals will be permitted on any Lot.

4. Stables will be permitted for horses owned by immediate family members only, and stables shall be at least fifty feet (50') from any Lot property line.

5. Animals belonging to Lot owners or purchasers will be allowed and shall be so controlled that they cannot graze or roam on any other Lot. Lot owners shall prevent animals in any way from becoming an unreasonable nuisance either from noises created by the animals, odors, or any other practice or conduct which reasonably creates a nuisance. The maximum number of animals allowed are three (3) dogs, three (3) cats and four (4) horses for each Lot. No other animals which are not normally indoor pets will be allowed.

6. No mobile homes as herein defined shall be placed, either as a temporary or permanent residence on any Lot, nor shall the same be stored or parked on any parcel except a mobile home may be located on a Lot for a total period of time not to exceed eighteen (18) months while the Lot owner is actively constructing a permanent dwelling on the Lot. A mobile home shall be defined for purposes herein as a single wide dwelling unit built on chassis and containing or originally containing complete electrical, plumbing, and sanitary facilities and designed to be installed on a temporary or permanent foundation for temporary or permanent living quarters.

7. Recreational vehicles may be placed on a Lot for temporary residential purposes (for a period of time not to exceed ten (10) months at a time and then such periods must be separated by at least two (2) months) before a permanent structure is constructed upon any Lot provided the recreational vehicle is not permanently situated. This vehicle must be movable and located, if possible, in an area on the Lot that cannot be seen from the road or from any adjacent properties.

8. Abandoned, disabled, or junked motor vehicles inclusive of automobiles,

trucks, motor homes, heavy equipment, or other motorized vehicles shall not be stored on any Lot. A motor vehicle, shall be considered abandoned, disabled or junked if it cannot be moved under its own power. This covenants shall not prohibit any owner of a Lot from keeping up to three (3) registered automobiles on his property, or more if such additional vehicles are garaged.

9. No Lot shall be allowed to be used as a storage area for or as a dumping ground for rubbish. Each Lot owner shall place his trash, garbage or other waste in a sanitary container and then have hauled to an appropriate collection site. It shall be the responsibility of the Lot owner, whether the Lot is vacant or otherwise, to keep said Lot clear of trash or rubbish. Rubbish shall not be buried or burned on any Lot. Each Lot owner shall keep his/her Lot free of all debris and shall prevent it from becoming unsightly by reason of deterioration of paint or other materials and in general shall keep the property neat, clean and attractive. Landscaping including any lawns shall be watered, trimmed and mowed. Conservation of water is encouraged when planting grass or any new landscaping.

10. Tanks for storage of propane and receptacles for rubbish must be screened or so placed as to not be visible from any public road.

11. In the event a structure located on a Lot is destroyed, either wholly or partially by fire or any casualty, all the remaining structure including the foundation and all the remaining debris shall be totally removed from the Lot within six months (6) months from said occurrence unless the structure is to be completely repaired which repair must be completed within twelve (12) months of the casualty.

12. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more then six (6) square feet advertising the property for sale or rent, or used by the builder to advertise the property for sale or rent, or used by the builder to advertise the property during the construction and sales period. However, the developer may place larger signs at the entrance of the Subdivision during the initial sales of the Lots.

13. Dirt bikes, four wheelers, all-terrain vehicles and any other forms of motorized transportation shall be operated within the Subdivision only on established roads.

14. No Lots will be further subdivided.

15. No permanent residence may be built or located within the Subdivision which contains less than one thousand (1,000) square feet of heated area. Prefabricated homes, manufactured homes, and modular homes may be allowed but must be at least twenty-four feet (24') wide must be ground set to FHA standards must be no more than two (2) years old at the date of its placement on the property and must be approved in advance in writing





by either the developer or the Association. All manufactured homes, modular homes or prefabricated homes must have a minimum of a one (1) car garage attached or located adjacent to the structure. Exterior color of all homes, guest homes, barns or any other structures must be neutral in color and blend with the natural environment. All structures must be approved by either the developer or the Association prior to the building.

16. Each Lot shall be subject to a ten (10) foot utility easement on all its exterior boundaries, front, back and sides.

17. Each Lot shall be subject to a twenty-five foot (25') road easement on that portion of the Lot which fronts or abuts the centerline of the main Subdivision access road. No improvements (other than the Lot's individual access road and utility lines and the like) shall be constructed or located in such easement.

18. No hunting, trapping or discharge of firearms shall be allowed in the Subdivision.

19. Outdoor grills are allowed, but fire pits must be approved by the developer or the Association. No brush fires shall be allowed.

20. No diversion of drainage shall be allowed unless approved by the Association or the developer including the building of ponds or any major changes in the topography which would alter the historic drainage patterns.

21. Camping on a Lot including the use of trailers, recreational vehicles, campers, mobile homes, tents or similar structures is allowed on a Lot but only for periods of up to three (3) weeks in any calendar month.

22. No knowing, wilful and intentional excavation, removal, disturbance or destruction of human burial, buried, entombed or sepulchered in any unmarked burial ground shall be allowed except by authority of a permit issued by the New Mexico State Medical Investigator or by the New Mexico State Cultural Properties Review Committee with the concurrence of the New Mexico State Archaeologist and New Mexico State Historic Preservation Officer.

23. Every Lot owner (including the developer as long as developer owns Lot[s] within the Subdivision), shall be a member of the VISTA RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION ("Association"), a New Mexico non-profit corporation. The terms and provisions as set forth in these covenants are not exclusive, as all owners shall, in addition, be subject to the terms and provisions of the articles, bylaws and Association rules to the extent these terms and provisions are not in conflict with these covenants. Membership in the Association shall be appurtenant to and may not be separated from the interest of the owner of a Lot. Purchase or ownership of a Lot shall be the sole qualification





for membership; provided, however, a member's voting privileges may be suspended for non-payment of Association dues. No more than one membership shall exist based upon ownership of a single Lot although a member may have multiple memberships and votes if the member (including the developer) owns more than one Lot. In the event of a vote as required by the Board of the Association or any committee, members may vote either in person or by appropriate proxy. Every Lot owner or purchaser by acceptance of a deed or other conveyance (including a conveyance of an equitable ownership by virtue of either a real estate contract or deed of trust), whether expressed in the conveyance or not, shall be deemed to covenant to be a member of Association and to agree to pay to the Association all regular and special Association assessments. Such assessments shall be fixed, established and collected from time to time as further provided herein. Until modified or changed by the board, the annual assessment shall be Two Hundred Fifty Dollars (\$250.00) per membership. All such assessments together with interest thereof and any attorneys' fees and court costs shall constitute a charge and lien upon the Lot or Lots owned or being purchased as well as the personal obligation of the Lot owner. The purpose of the assessments shall be principally to maintain and improve the common subdivision roads and to enforce the provisions of these covenants. The Association shall be governed by a board of directors ("Board") consisting of not less than three (3) nor more than five (5) members (who are Lot owners or purchasers or immediate family members of a Lot owner or purchaser) elected by majority vote annually. The Board shall fix and collect the amount and set the due date of the assessments. The total assessment shall generally be based upon the amount the Board reasonably calculates will be necessary to discharge and fulfill the obligations of the Association as herein set forth. The assessment for each Lot shall be equal and the same regardless of size of the Lot and regardless of the use or benefit of any of the Association activities to the Lot owner. In the event of non-payment of any assessment by its declared due date, the Association shall have the right to institute an appropriate action in law or equity for collection. Further, upon such non-payment, the Board may suspend the non-paying member's voting privileges and may file a lien upon the non-paying member's Lot(s) to secure payment of all assessments and related costs. The lien shall immediately attach and become effective upon the due recording of the lien and the mailing a copy to the Lot owner. The lien then may be foreclosed in the manner provided by law for foreclosure of a judgment under New Mexico law.

24. At any time after twelve (12) of the Lots have been sold either as a cash sale or under a contract, members of the Association may elect an architectural review committee to consist of three (3) members, who may or may not be Lot owners and may or may not be members of the Board, which shall have the authority to initially consider and decide all disputes or requests arising under paragraphs 15 and 25 hereof. In the event that a member is dissatisfied with a decision of this committee, an appeal may be taken to the Board if so mailed within fifteen (15) days of the decision and shall generally be considered by the Board within thirty (30) days of receipt.



25. In the event that any of the terms utilized herein are in need of interpretation, the reasonable interpretation given to them by the Association shall be given preference.

26. The rights of the developer herein may be fully assignable.



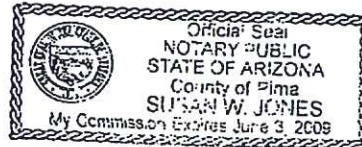
**WILD ONION, LLC**

By:  **William A. Jones**  
Managing Member

This Restrictive Covenant was **SUBSCRIBED AND SWORN** to me this 29<sup>th</sup> day of August, 2007, by **William A. Jones**, as Managing Member, on behalf of **WILD ONION, LLC**.

  
**Notary Public**

My Commission Expires: June 3, 2009



11c

New

Business

Flood Plain Development Permit for Cibola  
County Detention Center/TLC

# Cibola County Floodplain Development Permit Application

Application # FP 2019-001 ☒ Use Permit ☐ Variance ☐ Appeal  
Permit Fee \$25.00

Date 1-10-19

## SECTION I: GENERAL PROVISIONS (APPLICANT to read and sign)

1. No work of any kind may start until a permit is issued.
2. The permit may be revoked if any false statements are made herein.
3. If revoked, all work must cease until permit is re-issued.
4. Development shall not be used or occupied until a Certificate of Compliance is issued.
5. The permit will expire if no work is commenced within six months of issuance.
6. Applicant is hereby informed that additional permits may be required to fulfill local, state, and federal regulatory requirements.
7. Applicant hereby gives consent to the Local Administrator or his/her representative to make reasonable inspections required to verify compliance.
8. All work must be completed within 180 days of permit approval.

### CERTIFICATION TO THE ADMINISTRATOR:

As the applicant I certify that I am either the owner or authorized agent of the owner and that all statements herein and in attachments to this application are, to the best of my knowledge, true and accurate. The work to be performed, including flood protection works, is as described below and in attachments hereto. The undersigned agrees that all such work shall be done in accordance with the requirements of the Cibola County Flood Damage Prevention Ordinance 10-02, and with all other applicable Federal ordinances and the laws and regulations of the State of New Mexico.

### WARNING: PLEASE READ AND ACKNOWLEDGE.

The Flood Insurance Rate Maps (FIRM) and other flood data used by the Cibola County Floodplain Manager in evaluating flood hazards to proposed developments are considered reasonable and accurate for regulatory purposes and are based on the best available scientific and engineering data. On rare occasions greater floods can and will occur, and flood heights may be increased by man-made or natural causes. Issuance of an exemption certificate does not imply that developments outside the identified areas of special flood hazard will be free from flooding or flood damage. Issuance of an exemption certificate shall not create liability on the part of Cibola County, the Cibola County Floodplain Manager or any officer or employee of Cibola County in the event flooding or flood damage does occur. The undersigned hereby makes application for a Floodplain Use Permit.

**SAMUEL PERRY TLC**

(Print name of Agent/Owner)

SAMUEL PERRY

Digitally signed by SAMUEL PERRY  
Date: 2019.01.10 09:11:45 -0700

**1-10-19**

(Signature of Agent/Owner)

Date



**SECTION 2: OWNER/PROJECT INFORMATION (To be completed by APPLICANT)**

Owner or Agent TLC PLUMBING & UTILITY

Owner Name (if agent) CIBOLA COUNTY

Mailing Address 700 Roosevelt Ave Suite 50 NM 87020 City GRANTS

Property Address (from County Addressor) 114 MCBRIDE RD,

State NM Zip Code 87020 Phone \_\_\_\_\_

Engineer \_\_\_\_\_

Property Legal Description \_\_\_\_\_

**Description of Work (Check all applicable boxes)**

**A. Structural Development**

**Activity Structure Type**

- ☐ New Structure\* ☐ Residential (1-4 Family)  
☐ Addition\* ☐ Residential (4+ Family)  
☒ Renovations\*/Repairs\*/ ☐ Non-Residential (Floodproofing? ☐ Yes)

Maintenance\* ☐ Manufactured Home

**B. Other Development Activities**

- ☐ Paving ☐ Grading ☐ Filling ☐ Mining  
☐ Excavation (Except for Structural Development Checked Above)  
☐ Watercourse Alteration (Including Dredging and Channel Modifications)  
☐ Drainage Improvements (Including Culvert Work)  
☐ Road, Street, Bridge Construction\*  
☐ Individual Water or Sewer System  
☐ Other (Please describe)

\*Notice: FEMA elevation Certificate MUST be attached to this application

Elevation of the 100-year (Base) flood (Identify source if other than the FIRM): \_\_\_\_\_ ft.(NAVD1988)

Highest adjacent grade at the development site (natural ground): \_\_\_\_\_ ft.(NAVD1988)

Lowest adjacent grade at the development site (natural ground): \_\_\_\_\_ ft.(NAVD1988)

Required elevation/depth for lowest floor (including basement: \_\_\_\_\_ ft.(NAVD1988)

Proposed elevation/height above grade for lowest floor (incl. basement): \_\_\_\_\_ ft.(NAVD1988)

THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOD (INCLUDING BASEMENT) OF ANY NEW OR SUBSTANTIALLY IMPROVED BUILDING WILL BE ELEVATED TO AT LEAST THE 100-YEAR (BASE) FLOOD ELEVATION (IF AVAILABLE) OR AT LEAST TWO FEET ABOVE THE HIGHEST ADJACENT GRADE (IN AO ZONES), AND THAT IF THE DEVELOPMENT IS PROPOSED IN A DELINEATED FLOODWAY, THE DEVELOPMENT WILL CAUSE NO INCREASE IN THE 100-YEAR (BASE) FLOOD ELEVATION.

OR

THIS PERMIT IS ISSUED WITH THE CONDITION THAT ANY NEW OR SUBSTANTIALLY IMPROVED BUILDING (INCLUDING ANY MANUFACTURED HOUSE) COVERED BY THIS PERMIT WILL BE BUILT ON COMPACTED FILL THAT IS AT LEAST AS HIGH AS THE 100-YEAR (BASE) FLOOD ELEVATION, AND THAT SUCH FILL WILL EXTEND AT LEAST TEN FEET FROM ALL WALLS OF THE BUILDING BEFORE IT DROPS BELOW THE 100-YEAR (BASE) FLOOD ELEVATION.

THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE DEVELOPER/OWNER OF ANY NEW OR SUBSTANTIALLY IMPROVED BUILDING (INCLUDING ANY MANUFACTURED HOUSE) WILL PROVIDE A COMPLETED FEMA ELEVATION CERTIFICATE BY A REGISTERED ENGINEER OR LAND SURVEYOR BASED ON "ACTUAL CONSTRUCTION" PRIOR TO ISSUANCE OF AN OCCUPANCY PERMIT.

Application, Plans and Specifications Received this 10 Day of JANUARY, 2019

SAMUEL PERRY

Digitally signed by SAMUEL  
PERRY  
Date: 2019.01.10 09:17:06 -07'00'

(Signature of Agent/Owner)

  
(Signature of Floodplain Administrator)

### SECTION 3: ADDITIONAL INFORMATION (To be completed by APPLICANT)

If the proposed development is located in a Special Flood Hazard Area the applicant must submit the documents as noted below, before the application can be processed:

- ☐ Development plans, drawn to scale, and specifications, including where applicable: details for anchoring structures, proposed elevation of lowest floor (including basement), types of water-resistant materials used below the first floor, details of floodproofing of utilities located below the first floor, and details of enclosures below the first floor. (Required for structural development activities.)
- ☐ Completed Floodplain Building application (Required for building permit requests involving structures.)
- ☐ A copy of all data and hydraulic/hydrologic calculations used to determine the base flood elevation and floodway limits.
- ☐ A copy of all data and hydraulic/hydrologic calculations used to determine the floodway limits. (Required for proposed development in the floodplain where base flood elevations are established but no floodway or non-encroachment areas are determined.)
- ☐ Plans showing the extent of watercourse relocation and/or landform alterations. (As applicable)
- ☐ Change in water elevation (in feet) Meets ordinance limits on elevation increases: ☐ YES ☐ NO (Required for proposed encroachments to a floodway or non-encroachment area.)
- ☐ Top of new compacted fill elevation \_\_\_\_\_ ft.(NAVD1988). (Required for development involving fill in the floodplain.)
- ☐ Floodproofing protection level (non-residential only) \_\_\_\_\_ ft.(NAVD1988). Applicant must attach certification from registered engineer. (Required for floodproofed structures.)
- ☐ Certification from a registered engineer that the proposed activity in a regulatory floodway will not Result in any increase in the height of the regulatory flood event, or conditional approval issued by FEMA via a Conditional Letter of Map Revision (CLOMR) for the proposed activity. A copy of all data and hydraulic/hydrologic calculations supporting this finding must also be submitted. (Required for proposed encroachments to a floodway or non-encroachment area.)
- ☐ A certified and completed Elevation Certificate that includes the proposed elevation of lowest floor (including basement). Applicant must submit the Elevation Certificate before construction (based on construction drawings), when building is under construction (before lowest floor is completed), and when construction is finished (as-built elevations).
- ☐ A certified and completed Floodproofing Certificate for floodproofed non-residential structures.
- ☐ Location of all fill that will be stored in the floodplain, and statement of the amount of fill In addition, for a house show: The existing ground elevation and calculated height of the base flood elevation
- ☐ For a bridge submittal drawings and specifications for the bridge, certified by a registered professional Engineer. Calculations showing amount of fill (if any). A cross section at bridge location showing existing conditions, proposed conditions and BFE level. A site plan showing the location of all existing structures, water bodies, adjacent roads, lot dimensions, and proposed development. A copy of all data and hydraulic/hydrologic calculations supporting bridge submittal must also be submitted.
- ☒ Other:



#### SECTION 4: COMPLIANCE ACTION (To be completed by LOCAL ADMINISTRATOR)

The LOCAL ADMINISTRATOR will complete this section as applicable based on inspection of the project to ensure compliance with the community's local law for flood damage prevention.

1<sup>st</sup> INSPECTION DATE \_\_\_\_\_ BY \_\_\_\_\_ DEFICIENCIES? ☐ Yes ☐ No

2<sup>nd</sup> INSPECTION DATE \_\_\_\_\_ BY \_\_\_\_\_ DEFICIENCIES? ☐ Yes ☐ No

1<sup>st</sup> Elevation Certificate Date \_\_\_\_\_ Final Elevation Certificate Date \_\_\_\_\_

Certificate of Compliance issued: DATE \_\_\_\_\_ BY \_\_\_\_\_

#### FLOODPLAIN MANAGER

Application Action Taken: ☒ Approved ☐ Denied ☐ Other \_\_\_\_\_

Orna M. Fersa  
Floodplain Administrator Date

#### CIBOLA COUNTY COMMISSIONERS APPLICATION

Action Taken: ☐ Variance ☐ Appeal ☐ Approved ☐ Denied ☐ Other \_\_\_\_\_

Commission Action Confirmed By: \_\_\_\_\_  
Floodplain Administrator

\_\_\_\_\_  
Date of BCC meeting



# Substantial Improvement Worksheet for Floodplain Construction

(for reconstruction, rehabilitation, addition, or other improvements, and repair of damage from any cause)

Property Owner: Cibola County  
Address: 114 McBride Rd Grants  
Permit No.: 2019-001  
Location: 114 McBride Rd, Grants  
Description of improvements: Replace Boilers

**Present Market Value** of structure ONLY (market appraisal or adjusted assessed value, BEFORE improvement, or if damaged, *Appraisal not complete used county assessor* before the damage occurred), not including land value: Assessed Value \$ 11,739,038

## Cost of Improvement -

Actual cost of the construction\*\* (see items to include/exclude) \$ 91,536.78

\*\*Include volunteer labor and donated supplies.\*\*

Ratio =  $\frac{\text{Cost of Improvement (or Cost to Repair)}}{\text{Market Value}} \times 100$  .77 %

If ratio is 50 percent or greater (**Substantial Improvement**), entire structure including the existing building must be elevated to the base flood elevation (BFE) and all other aspects brought into compliance.

## Important Notes:

1. Review cost estimates to ensure that all appropriate costs are included or excluded.
2. If a residential pre-FIRM building is determined to be substantially improved, it must be elevated to or above the BFE. If a non-residential pre-FIRM building is substantially improved, it must be elevated or dry floodproofed to the BFE.
3. Proposals to repair damage from any cause must be analyzed using the formula shown above.
4. Any proposed improvements or repairs to a post-FIRM building must be evaluated to ensure that the improvements or repairs comply with floodplain management regulations and to ensure that the improvements or repairs do not alter any aspect of the building that would make it non-compliant.
5. Alterations to and repairs of designated historic structures may be granted a variance or be exempt under the substantial improvement definition) provided the work will not preclude continued designation as a "historic structure."
6. Any costs associated with directly correcting health, sanitary, and safety code violations may be excluded from the cost of improvement. The violation must have been officially cited prior to submission of the permit application.

Determination completed by: Ana Larson CFM

Date: 1/10/19

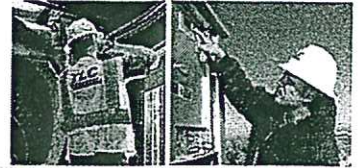


# COMMERCIAL SERVICES

Lic# 51429

HVAC/R SERVICES

INDUSTRIAL WATER TREATMENT



EXCLUSIONS: EXISTING CODE VIOLATIONS, SYSTEM UPGRADES

JOB COST					
PERMIT	LIFT	CONSUMABLE	LABOR	MATERIAL	ELECTRICAL
\$67.50	\$472.50	\$102.88	\$6,885.00	\$34,838.75	\$0.00
		ROOFER		PRE-TAX	\$42,366.63
		\$0.00		TAX	\$3,469.26
				TAX INCLUDED	\$45,835.89
Payment to be made:		Upon completion.			
Samuel Perry			11-28-18		
Authorized By:					

ACCEPTANCE OF PROPOSAL:

The above prices, specifications and conditions are satisfactory and are hereby accepted to perform the work as specified. Payment to be made as outlined above.	
Accepted by:	Date:

NOTE: This proposal may be withdrawn by TLC Plumbing & Utility if not accepted within 30 days of original date quoted.  
FINANCE CHARGE 1.5% PER MONTH (18% per annum) service charge on past due accounts.



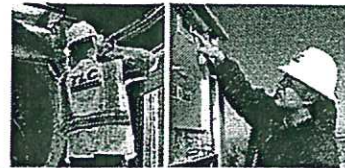


# COMMERCIAL SERVICES

Lic# 51429

HVAC/R SERVICES

INDUSTRIAL WATER TREATMENT



PROPOSAL SUBMITTED BY: SAMUEL PERRY

PHONE:

362-7303 / 761-5522

EMAIL:

sperry@tlcplumbing.com

<b>PROPOSAL SUBMITTED TO:</b> CIBOLA COUNTY	<b>PHONE:</b> 505-285-2519	<b>FAX / EMAIL:</b> JURODRIGUEZ@CO.COBOLA.NM.US	<b>DATE:</b> 11-28-18
<b>ADDRESS:</b> 114 MCBRIDE RD	<b>ATTENTION:</b> JUANITA	<b>QUOTE NUMBER:</b>	
<b>CITY, STATE, ZIP:</b> GRANTS, NM 87020	<b>JOB ADDRESS:</b> MAGISTRATE COURT IN GRANTS		

#### SCOPE OF WORK:

Quote to replace the existing RayPak boilers 210183 & 210184 with new RBI DOMINATOR MODEL DB0300N6E0M0GA00.

#### QUOTE TO INCLUDE

- Demo And Disposal Of The Existing Boilers, Intake Vent and Flue
- Disconnect the existing electrical and control
- Disconnect the existing gas piping
- Disconnect the exiting water
- Remove Insulation From Piping
- Disconnect the existing piping and fittings ( most of the fitting will be reused)
  
- Set New RBI Boilers
- On New Rack
- Reconnect Piping And Replace Pipe And Fittings As Needed
- Reinsulate Piping
- Reconnect To The Electrical And Controls
- Reconnect To The Existing Gas System
- Run New 6" Double Wall Flue Piping
- Run New 6" Intake Piping
- Commission Boilers As Per Factory Procedures

#### QUOTE WILL INCLUDE

Labor, Material, Equipment, Permits And Inspections.



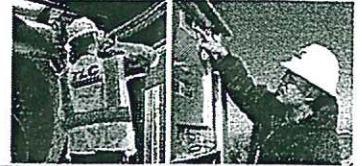


# COMMERCIAL SERVICES

Lic# 51429

HVAC/R SERVICES

INDUSTRIAL WATER TREATMENT



## EXISTING

**H** NATL. BD. 210183  
 CERTIFIED BY RAYPAK, INC.  
 OXNARD, CALIFORNIA

MAWP: WATER 100 PSI  
 MFR. SERIAL NO. 0307210183  
 MIN. RELIEF VALVE CAP 400 LBS/SQ. FT.  
 HEATING SURFACE 40 LBS. FT.  
 MAX. WATER TEMP. 250 °F

BTU/Hr. OUTPUT 252,000  
 BTU/Hr. INPUT 303,000  
 MAX. INPUT RATE 325,000 BTU/Hr.  
 GAS NAT  
 MODEL NO. 10-0002  
 CATEGORY 1 BOILER - VERTICAL  
 CATEGORY 1 BOILER - HORIZONTAL  
 ACCEPTED FOR USE  
 CITY OF NEW YORK  
 DEPARTMENT OF BUILDINGS  
 AME 221-13708A (9-2000)  
 LOW PRESSURE BOILER

**HOT WATER BOILER**  
 FOR EITHER DIRECT VENT INSTALLATION OR FOR  
 INSTALLATION USING INDOOR COMBUSTION AIR  
 FOR EITHER INDOOR OR OUTDOOR INSTALLATION  
 AS SHOWN BELOW

MIN. CLEARANCES FROM COMBUSTIBLE CONSTRUCTION

INDOOR CLOSET		OUTDOOR	
RIGHT SIDE	1" TOP	RIGHT SIDE	36"
LEFT SIDE	1" TOP	LEFT SIDE	36"
BACK	1" TOP	BACK	1" TOP
TOP	1" TOP	TOP	UNOBSTRUCTED

FOR SERVICING, PROVIDE AT LEAST 36" OF UNOBSTRUCTED CLEARANCE IN FRONT OF UNIT.  
 (FOR INSTALLATION ON COMBUSTIBLE FLOORING)

MAX. PERMISSIBLE GAS SUPPLY PRESSURE 14" W.C.  
 MAX. PERMISSIBLE DYNAMIC GAS SUPPLY PRESSURE FOR PURPOSE OF INPUT ADJUSTMENT 17" W.C.  
 MAX. PERMISSIBLE DYNAMIC GAS SUPPLY PRESSURE 22" W.C.

ELECTRICAL RATING: 15 AMP @ 120 V. LESS THAN 17" AMPERES

**H** NATL. BD. 210184  
 CERTIFIED BY RAYPAK, INC.  
 OXNARD, CALIFORNIA

MAWP: WATER 100 PSI  
 MFR. SERIAL NO. 0307210184  
 MIN. RELIEF VALVE CAP 400 LBS/SQ. FT.  
 HEATING SURFACE 40 LBS. FT.  
 MAX. WATER TEMP. 250 °F

BTU/Hr. OUTPUT 252,000  
 BTU/Hr. INPUT 303,000  
 MAX. INPUT RATE 325,000 BTU/Hr.  
 GAS NAT  
 MODEL NO. 10-0002  
 CATEGORY 1 BOILER - VERTICAL  
 CATEGORY 1 BOILER - HORIZONTAL  
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 FOR EITHER INDOOR OR OUTDOOR INSTALLATION  
 AS SHOWN BELOW

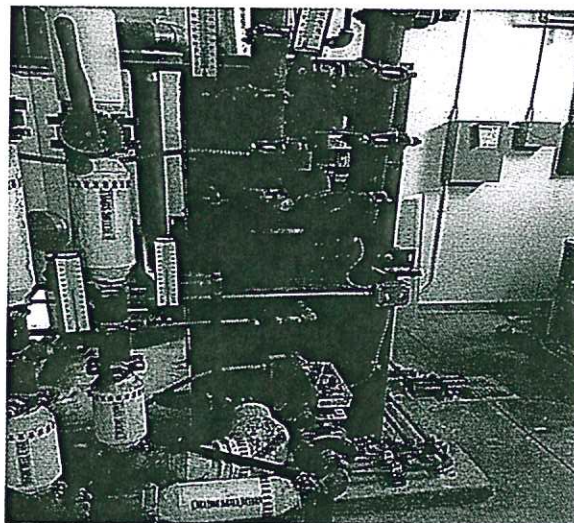
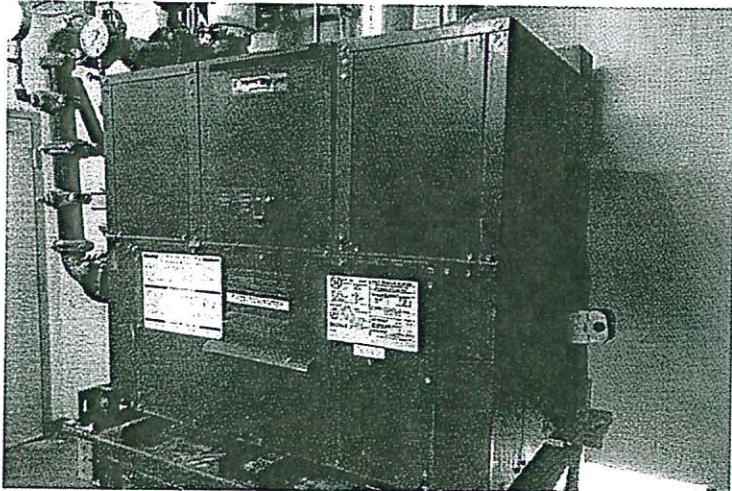
MIN. CLEARANCES FROM COMBUSTIBLE CONSTRUCTION

INDOOR CLOSET		OUTDOOR	
RIGHT SIDE	1" TOP	RIGHT SIDE	36"
LEFT SIDE	1" TOP	LEFT SIDE	36"
BACK	1" TOP	BACK	1" TOP
TOP	1" TOP	TOP	UNOBSTRUCTED

FOR SERVICING, PROVIDE AT LEAST 36" OF UNOBSTRUCTED CLEARANCE IN FRONT OF UNIT.  
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 MAX. PERMISSIBLE DYNAMIC GAS SUPPLY PRESSURE FOR PURPOSE OF INPUT ADJUSTMENT 17" W.C.  
 MAX. PERMISSIBLE DYNAMIC GAS SUPPLY PRESSURE 22" W.C.

ELECTRICAL RATING: 15 AMP @ 120 V. LESS THAN 17" AMPERES



[www.tlcplumbing.com](http://www.tlcplumbing.com)

5000 Edith Blvd. NE • Albuquerque, NM 87107  
 Phone (505) 761-9650 • Fax (505) 761-9875



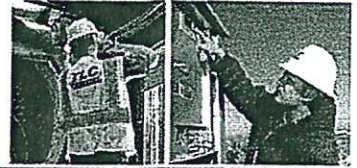


# COMMERCIAL SERVICES

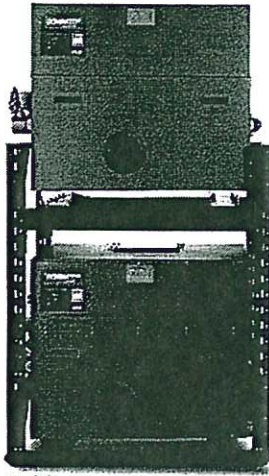
Lic# 51429

HVAC/R SERVICES

INDUSTRIAL WATER TREATMENT



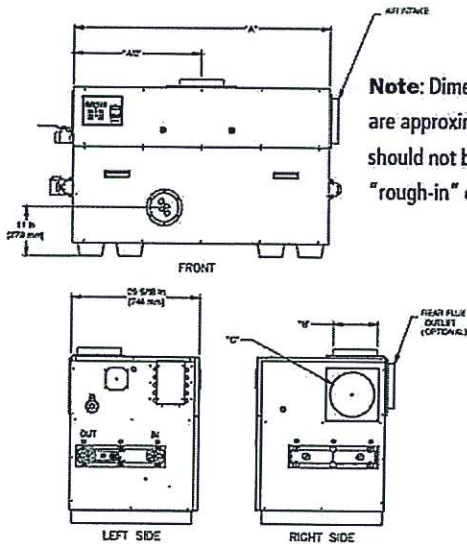
## NEW BOILERS



Models  
DB = Boiler  
DW = Water Heater

### Rack and Stack

The Dominator offers greater flexibility and ease of installation in a space-saving design that leaves more elbowroom in the mechanical room. A rugged frame and stackable design allow you to install two units in the space of one small footprint.



**Note:** Dimensions are approximate and should not be used to "rough-in" equipment.

## DB0300N6E0M0GA00

RBI 300,000 BTU DOMINATOR

- 120v/1PH
- LP
- 6000 elevation
- Flame safeguards control
- On/Off firing mode
- Cupronickel heat exchanger
- 125PSI PRV
- Indoor installation
- No pumps included
- Glass lined headers
- Sealed combustion
- Pump delay relay 20Amp

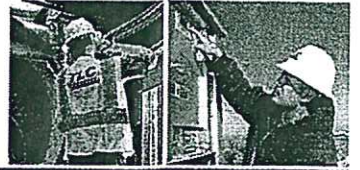


# COMMERCIAL SERVICES

Lic# 51429

HVAC/R SERVICES

INDUSTRIAL WATER TREATMENT



EXCLUSIONS: EXISTING CODE VIOLATIONS, SYSTEM UPGRADES

JOB COST					
PERMIT	LIFT	CONSUMABLE	LABOR	MATERIAL	ELECTRICAL
\$67.50	\$472.50	\$102.88	\$6,885.00	\$34,838.75	\$0.00
		ROOFER		PRE-TAX	\$42,366.63
		\$0.00		TAX	\$3,469.26
				TAX INCLUDED	\$45,835.89
Payment to be made:		Upon completion.			
Samuel Perry			11-28-18		
Authorized By:					

**ACCEPTANCE OF PROPOSAL:**

The above prices, specifications and conditions are satisfactory and are hereby accepted to perform the work as specified. Payment to be made as outlined above.	
Accepted by:	Date:

NOTE: This proposal may be withdrawn by TLC Plumbing & Utility if not accepted within 30 days of original date quoted.  
FINANCE CHARGE 1.5% PER MONTH (18% per annum) service charge on past due accounts.



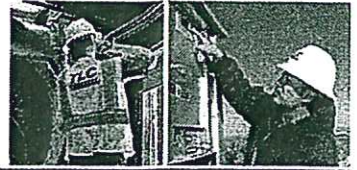


# COMMERCIAL SERVICES

Lic# 51429

HVAC/R SERVICES

INDUSTRIAL WATER TREATMENT



PROPOSAL SUBMITTED BY: SAMUEL PERRY

PHONE:

362-7303 / 761-5522

EMAIL:

sperry@tlcplumbing.com

<b>PROPOSAL SUBMITTED TO:</b> CIBOLA COUNTY	<b>PHONE:</b> 505-285-2519	<b>FAX / EMAIL:</b> JURODRIGUEZ@CO.COBOLA.NM.US	<b>DATE:</b> 11-28-18
<b>ADDRESS:</b> 114 MCBRIDE RD	<b>ATTENTION:</b> JUANITA	<b>QUOTE NUMBER:</b>	
<b>CITY, STATE, ZIP:</b> GRANTS, NM 87020	<b>JOB ADDRESS:</b> SHERIFFS OFFICE IN GRANTS		

#### SCOPE OF WORK:

Quote to replace the existing RayPak boilers 210182 & 210185 with new RBI DOMINATOR MODEL DB0300N6E0M0GA00.

#### QUOTE TO INCLUDE

- Demo And Disposal Of The Existing Boilers, Intake Vent and Flue
- Disconnect the existing electrical and control
- Disconnect the existing gas piping
- Disconnect the exiting water
- Remove Insulation From Piping
- Disconnect the existing piping and fittings ( most of the fitting will be reused)
  
- Set New RBI Boilers
- On New Rack
- Reconnect Piping And Replace Pipe And Fittings As Needed
- Reinsulate Piping
- Reconnect To The Electrical And Controls
- Reconnect To The Existing Gas System
- Run New 6" Double Wall Flue Piping
- Run New 6" Intake Piping
- Commission Boilers As Per Factory Procedures

#### QUOTE WILL INCLUDE

Labor, Material, Equipment, Permits And Inspections.



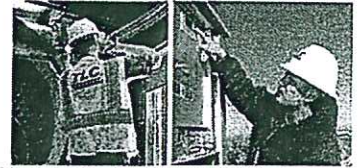


# COMMERCIAL SERVICES

Lic# 51429

HVAC/R SERVICES

INDUSTRIAL WATER TREATMENT



EXISTING

**H** NATL. BD. 210182  
CERTIFIED BY RAYPAK, INC.  
OXNARD, CALIFORNIA

WAMP WATER 100 PSI  
MFR. SERIAL NO. 0307210182  
MIN RELIEF VALVE CAP 400 LBS/IN<sup>2</sup>  
HEATING SURFACE 40 SQ. FT.  
MAX WATER TEMP 250 F.

**HOT WATER BOILER**  
FOR EITHER DIRECT VENT INSTALLATION OR FOR  
INSTALLATION USING INDOOR COMBUSTION AIR  
FOR EITHER INDOOR OR OUTDOOR INSTALLATION  
AS SHOWN BELOW

MIN. CLEARANCES FROM COMBUSTIBLE CONSTRUCTION  
INDOOR CLOSET: RIGHT SIDE 1" LEFT SIDE 1" BACK 1" TOP 1"  
OUTDOOR: RIGHT SIDE 36" LEFT SIDE 36" BACK 12" TOP UNOBSTRUCTED

FOR SERVICE, PROVIDE AT LEAST 24" OF UNOBSTRUCTED CLEARANCE IN FRONT OF UNIT  
FOR INSTALLATION ON COMBUSTIBLE FLOORING

BTU/HK OUTPUT 225,000  
BTU/HK INPUT 300,000  
MAX INPUT RATE 225,000 BTU/HK  
GAS NAT  
MODEL NO. H3-0302  
CATEGORY 1 BOILER - VERTICAL  
CATEGORY 1 BOILER - HORIZONTAL  
ACCEPTED FOR USE CITY OF NEW YORK  
NEW YORK STATE DEPT. OF LABOR  
LAW 221-13-CGA 4-B-2000  
LOW PRESSURE BOILER

MAX PERMISSIBLE GAS SUPPLY PRESSURE 1/2" W.C.  
MIN. PERMISSIBLE GAS SUPPLY PRESSURE 1/2" W.C.  
MIN. PERMISSIBLE GAS SUPPLY PRESSURE FOR PURPOSE OF INPUT RATING 1/2" W.C.  
MAXIMUM GAS FLOW RATE 1.5 CFM

EXHAUSTION MANIFOLD  
Factory fitted with 1/2" pipe

**H** NATL. BD. 210185  
CERTIFIED BY RAYPAK, INC.  
OXNARD, CALIFORNIA

WAMP WATER 100 PSI  
MFR. SERIAL NO. 0307210185  
MIN RELIEF VALVE CAP 400 LBS/IN<sup>2</sup>  
HEATING SURFACE 40 SQ. FT.  
MAX WATER TEMP 250 F.

**HOT WATER BOILER**  
FOR EITHER DIRECT VENT INSTALLATION OR FOR  
INSTALLATION USING INDOOR COMBUSTION AIR  
FOR EITHER INDOOR OR OUTDOOR INSTALLATION  
AS SHOWN BELOW

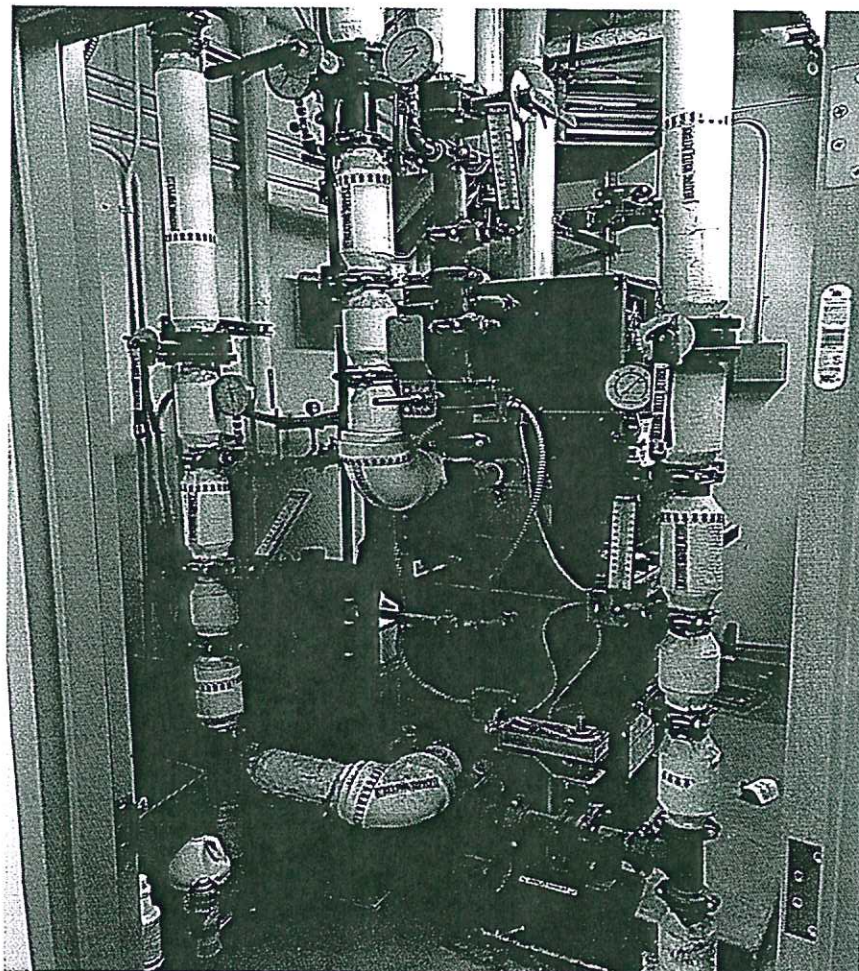
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MAXIMUM GAS FLOW RATE 1.5 CFM

EXHAUSTION MANIFOLD  
Factory fitted with 1/2" pipe



[www.tlclumbing.com](http://www.tlclumbing.com)

5000 Edith Blvd. NE • Albuquerque, NM 87107  
Phone (505) 761-9650 • Fax (505) 761-9875



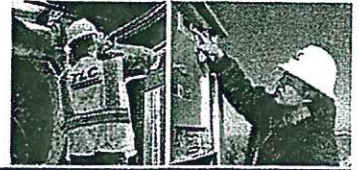


# COMMERCIAL SERVICES

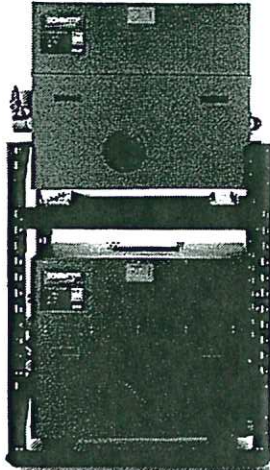
Lic# 51429

HVAC/R SERVICES

INDUSTRIAL WATER TREATMENT



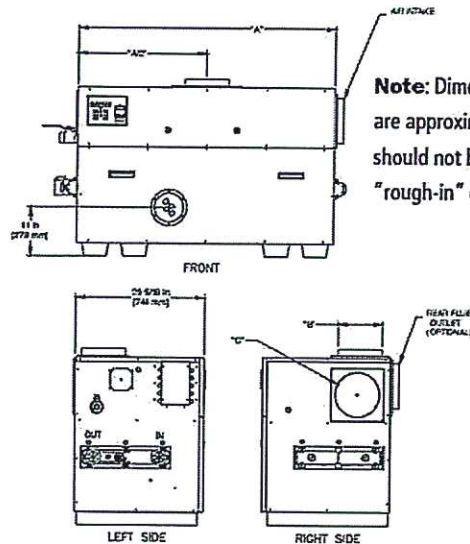
## NEW BOILERS



**Models**  
DB = Boiler  
DW = Water Heater

### Rack and Stack

The Dominator offers greater flexibility and ease of installation in a space-saving design that leaves more elbowroom in the mechanical room. A rugged frame and stackable design allow you to install two units in the space of one small footprint.



## DB0300N6E0MOGA00

RBI 300,000 BTU DOMINATOR

- 120v/1PH
- LP
- 6000 elevation
- Flame safeguards control
- On/Off firing mode
- Cupronickel heat exchanger
- 125PSI PRV
- Indoor installation
- No pumps included
- Glass lined headers
- Sealed combustion
- Pump delay relay 20Amp

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**Substantial Improvement Basics (Continued)**

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Alteration of a structure designated as historic is not considered a substantial improvement, provided that the structure will keep its historic designation after the alteration.

**Excludable Items :**

- Existing violations of State/local health, safety, and sanitary codes (as cited previously)
- Specifications
- Surveys
- Building permits
- Plans

**Excludable Items (Continued) :**

- Septic systems
- Wells/water supplies
- Landscaping
- Other items separate from or incidental to the improvement



Notes:



### Items Included

All Structural Elements, including	All Interior Finish Elements, including	All Utility and Service Equipment, including	Other
<ul style="list-style-type: none"> <li>▪ Spread or continuous foundation footings and pilings</li> <li>▪ Monolithic or other types of concrete slabs</li> <li>▪ All walls, tie beams, and trusses</li> <li>▪ Wood or reinforced concrete decking or roofing</li> <li>▪ Floors and ceilings</li> <li>▪ Attached decks and porches</li> <li>▪ Interior partition walls</li> <li>▪ Exterior wall finishes (e.g., brick, stucco, or siding) including painting and decorative moldings</li> <li>▪ Windows and doors</li> <li>▪ Re-shingling or retiling a roof</li> <li>▪ Hardware</li> </ul>	<ul style="list-style-type: none"> <li>▪ Tiling, linoleum, stone, or carpet over subflooring</li> <li>▪ Bathroom tiling and fixtures</li> <li>▪ Wall finishes, including dry wall, painting, stucco, plaster, paneling, marble, or other decorative finishes</li> <li>▪ Kitchen, utility, and bathroom cabinets</li> <li>▪ Built-in bookcases, cabinets, and furniture</li> <li>▪ Hardware</li> <li>▪ Ornamental work</li> </ul>	<ul style="list-style-type: none"> <li>▪ HVAC equipment</li> <li>▪ Repair or reconstruction of plumbing and electrical services</li> <li>▪ Light fixtures and ceiling fans</li> <li>▪ Security systems</li> <li>▪ Built-in kitchen appliances</li> <li>▪ Built-in washer/dryer</li> <li>▪ Central vacuum systems</li> <li>▪ Water filtration, conditioning, or recirculation systems</li> </ul>	<ul style="list-style-type: none"> <li>▪ Labor and other costs associated with demolishing, removing, or altering building components</li> <li>▪ Construction management/supervision</li> <li>▪ Overhead and profit</li> <li>▪ Equivalent costs for: <ul style="list-style-type: none"> <li>▪ Donated materials</li> <li>▪ Volunteered labor (including owners')</li> </ul> </li> <li>▪ Any improvements beyond pre-damaged condition</li> </ul>

### Items Excluded

<ul style="list-style-type: none"> <li>▪ Plans and specifications</li> <li>▪ Survey costs</li> <li>▪ Permit fees</li> <li>▪ Debris removal (e.g., removal of debris from building or lot, dumpster rental, transport fees to landfill, and landfill tipping fees), and cleanup (e.g. dirt and mud removal, building dry-out, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Items not considered real property, such as throw rugs, furniture not built-in, appliances</li> <li>▪ Outside improvements, including: <ul style="list-style-type: none"> <li>▪ Landscaping</li> <li>▪ Sidewalks</li> <li>▪ Fences</li> <li>▪ Yard lights</li> <li>▪ Swimming pools</li> <li>▪ Screened pool enclosures</li> <li>▪ Sheds</li> <li>▪ Gazebos</li> <li>▪ Detached structures (including garages)</li> <li>▪ Landscape irrigation system</li> </ul> </li> </ul>
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**Note:** This list is intended for guidance only, and may not be all-inclusive.

11d

New

Business

Resolution 19-14 Authorizing Treasurer's Fee  
Policy



**BOARD OF COUNTY COMMISSIONERS  
RESOLUTION 19-14**

**AUTHORIZING TREASURER'S FEE POLICY**

**WHEREAS**, the Cibola County Board of Commissioners met upon notice of meeting duly published at the Cibola County Administration Building, 700 East Roosevelt Ave., Suite 50, Grants, NM 87020, on January 24, 2019, at 5:00 p.m. as required by law; and,

**WHEREAS**, the Board of County Commissioners possesses the powers of the county as body politic and corporate. NMSA 1978, Section 4-38-1; and,

**WHEREAS**, the Board of County Commissioners may make such orders concerning the property belonging to the County as deemed expedient. NMSA Section 4-38-13; and,

**WHEREAS**, the Board of County Commissioners has the duty to examine and settle accounts of the receipts and expenses of the County. NMSA Section 4-38-16; and,

**WHEREAS**, the County Treasurer is the ex-officio collector for the County and have all the powers and duties provided by law for county collectors. NMSA Section 4-43-3; and,

**WHEREAS**, payments presented to the Treasurer may cause the County to incur costs in processing transactions such as payments drawn from sources containing insufficient funds or payments that are particularly difficult to process and obtain the money owed; and,

**WHEREAS**, the Treasurer should be authorized to implement reasonable fees.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Treasurer may charge a fee for insufficient funds or NSF charges no less than the current bank charges to cover the processing cost of the returned items.

**NOW, THEREFORE BE IT FURTHER RESOLVED**, that the County Treasurer is authorized, within its discretion, to charge reasonable fees for other transactions that



are particularly difficult to process and that incur additional staff time or direct cost to complete.

**APPROVED, ADOPTED, AND PASSED** on this 24th day of January, 2019.

**BOARD OF COUNTY COMMISSIONERS**

---

Daniel J. Torrez, Chairman

---

Robert Windhorst, Vice-Chairman

---

Ralph Lucero, Second Vice-Chairman

---

Martha Garcia, Commissioner

---

Christine Lowery, Commissioner

ATTEST:

---

Michelle E. Dominguez  
Cibola County Clerk

# 11e New Business

Resolution 19-15 Budget Adjustment No. 4 with  
supporting documentation

**Cibola County Commission**

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

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



Kate Fletcher  
County Manager

**Resolution No. 19-15**

**Fiscal Year 2019  
BUDGET ADJUSTMENT No. 4**

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

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

**WHEREAS,** the budget adjustments and the associated line items with amounts stated on the attached, *Schedule of Budget Adjustments A* 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 2019 fiscal year ending June 30, 2019.

**PASSED, APPROVED and ADOPTED** by the governing body at a special meeting on the 24<sup>th</sup> day of January 2019.

**THE BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Daniel J. Torrez, Chairman

\_\_\_\_\_  
Robert S. Windhorst, 1<sup>st</sup> Vice-Chair

**ATTEST:**

\_\_\_\_\_  
Ralph Lucero, 2<sup>nd</sup> Vice-Chair

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

\_\_\_\_\_  
Christine Lowery, Commissioner

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



## SCHEDULE OF BUDGET ADJUSTMENTS

**SCHEDULE**

(Date)

11f

# New Business

Finalization of NMFA Loan Docs for BWVFD

No Backup

# 11g

# New

# Business

Resolution 19-16 Adopting Investment Policies  
and Electing Voting Members to Investment  
Council





CIBOLA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION № 2019-16  
CIBOLA COUNTY INVESTMENT POLICY

## Contents

Section I. Purpose & Scope .....	1
Section II: Investment Authority & Delegation of Authority .....	2
Section III: Advisory Investment Committee (AIC) .....	3
Section IV. Investments .....	4
Section V. Investment Guidelines & Objectives .....	5
Section VI. Standards of Prudence.....	6
Section VII. Safekeeping & Custody .....	7
Section VIII. Ethics & Conflicts of Interest .....	7
Section IX. Reporting Policies.....	8
Section X. Internal Controls .....	8
Section XI. Portfolio Performance .....	8
Section XII. Implementation .....	9
XIII. Distribution of Policy.....	9
XIV. References .....	9

## Section I. Purpose & Scope

The purpose of this investment policy is for the Board of County Commissioners (hereby referred to as "BOCC") and the County Treasurer to clarify guidelines and objectives for Cibola County regarding investment practices for the County's public monies.

This policy also serves to establish a clear understanding among all financial\* professionals and/or institutions, the Advisory Investment Committee (hereby referred to as AIC) and the County, with respect to the guidelines and limitations, including but not limited to collateralization of public monies, in making its investment decisions. The guidance formulated in this policy is to be observed by the administration; management and entities involved in any aspect of the investments made by the Cibola County Treasurer and shall apply to all monetary assets of Cibola County.

The investment of any funds held for security or bond by the Cibola County BOCC for vendors and/or contractors of Cibola County are the management responsibility of the BOCC and will not be included with this policy.

\*Financial institutions choosing to opt out of receiving public monies shall be documented.

## **Section II: Investment Authority & Delegation of Authority**

### **A. Investment Authority**

Neither County Treasurer nor the County Board of Finance has sole policy making authority over County investments; County Treasurer determines how to deposit and invest County funds, but his decision must then be approved by Board of County Commissioners sitting as County Board of Finance; Board of Finance has no power to modify County Treasurer's decision without Treasurer's concurrence, but County Treasurer cannot impose unilateral decision upon Board of Finance. NMSA 1978, 6-10-8. Board of County Commissioners of County of Bernalillo v. Padilla, 111 N.M. 278, 804 P.2d 1097 (1990)

### **B. Cibola County Board of Finance NMSA 1978 § 6-10-8 (1987)**

The Cibola County Board of County Commissioners shall, ex officio and without additional compensation, constitute the Cibola County Board of Finance. The County Clerk shall, ex officio and without additional compensation, act as clerk of the Board of Finance.

The Board of Finance shall, subject to the limitations of this act, have supervision over the determination of the qualifications and selection of banks, savings and loan associations and credit unions, whose deposits are insured by an agency of the United States, to receive the public money of their respective counties and of independent rural school districts, rural school districts and municipal school districts of municipalities having less than twenty-five thousand population according to the next preceding United States census and of any special or other districts in the county for which the County Treasurer acts as ex-officio tax collectors.

### **C. Delegation**

The BOCC sitting as the BOF herein establishes the Advisory Investment Committee (AIC) and with the approval of this policy delegates it's authority to approve or disapprove investment of County funds made by the County Treasurer as provided by NMSA 1978 Section 6-10-8 (1987) to the AIC. This delegation of authority may be revoked at any time by a majority vote of the County Commission.

Due to variable maturity dates of time deposits, the possibility of sudden changes in financial markets coupled with the logistical and legal difficulties of convening a BOF



and/or AIC meeting on short notice, the County BOF and/or AIC may not be able to convene in the necessary time period to approve time deposit investments. Therefore should the Cibola County BOF and/or AIC determine that they are unable to convene in time to approve such deposits and investments, the "BOCC" grants its advice and consent to the County Treasurer to temporarily deposit maturing time investments in the highest interest bearing liquidity account (checking or savings) until such time that AIC and subsequent meeting with the BOF is able to convene [Ref: Resolution 2010-62].

In case of sudden market changes as then acknowledged by the Treasurer or by a member of the AIC, the County BOF hereby temporarily delegates, exclusive decision-making authority to the County Manager to invest in accordance with Investment Policy, in order to maximize on interest income and conduct monetary transaction expeditiously. Term of time investment shall not exceed a sixty (60) day period and shall be in increments of \$100,000 or less.

### **Section III: Advisory Investment Committee (AIC)**

#### **A. Members**

An AIC shall be established consisting of the following, serving in their respective capacity, with terms as follows:

1. County Treasurer
2. County Commission Chair
3. County Manager
4. County Finance Director

#### **B. Meetings**

1. The Investment Committee shall meet at least quarterly and/or as requested by the County Treasurer or County Commission.
2. All meetings of the Investment Committee shall be in compliance with the Open Meetings Act, NMSA 1978 Section 10-15-1 *et. seq.* It is hereby declared that 72 hour notice for any meeting of the AIC, with the agenda published on the County's web site and emailed to all newspapers of general circulation in the County, is adequate notice. Any member of the AIC may request a meeting.
3. All members shall abide by the terms of the Government Conduct Act NMSA 1978 Section 10-16-1 *et. seq.*
4. The County Manager shall maintain a record of the AIC meetings.

#### **C. Duties**

1. The committee shall review a listing of all future projects/expenditures provided by the County Manager or Finance Director in order for the Committee to determine the liquidity requirements. A summary of all current County funds available for investment shall be provided to the County Board of Finance and shall be made part of the monthly Treasurer's Report.



2. The Committee shall review and evaluate previous investment activity, review the current status of all funds held by the County, discuss present and future cash requirements and maturing investments and discuss investment strategy with the County Treasurer based on investment guidelines and objectives of this Policy.
3. The Committee, along with independent concurrence from the Treasurer, will periodically review the County's Investment Policy and investments and the Committee Chair shall make recommendations to the Board of County Commissioners regarding amendments and/or modifications to the Investment Policy.
4. All members of the Committee have the duty to become familiar with applicable laws and regulations regarding investment of public funds and to review the County's investments.
5. Any action made by the AIC shall be presented to the BOF at its next regular meeting.

## **Section IV. Investments**

### **A. Investment Guidelines**

The County Treasurer determines how and where to deposit and invest County funds, along with concurrence from the AIC in compliance with said Policy.

Funds shall be invested in compliance with the provisions of the State of New Mexico State Statutes, Department of Finance and Administration, Local Government Division rules, regulations of the State of New Mexico and resolutions approved by the majority of the BOCC. Investments of any tax-exempt borrowing proceeds and any related debt service funds shall comply with the arbitrage restrictions and with all applicable Internal Revenue Codes. Due to market complexity, expertise of Brokerage services may also be solicited. Said policy shall also serve to ensure compliance stipulated with specific funding sources that are not eligible for interest earnings.

In order to provide the greatest safety and protection for the County's investments, public monies shall be invested with emphasis on the following listed priorities:

***1). Safety      2). Liquidity      3). Yield***

### **B. County Funds**

County funds (not all inclusive) are:

- Budgeted Funds
- General Funds
- Reserve Funds
- Trust and Agency Funds
- Project Funds (excluding unallowable interest bearing monies)

- All newly created County funds, unless specifically exempted by resolution, allowable by State

Statute and approved by majority of the County Commissioners.

The investment of any funds held for security or bond by the Cibola County BOCC for vendors and/or contractors of Cibola County are the management responsibility of the BOCC and will not be included with this policy.

## Section V. Investment Guidelines & Objectives

### A. Safety

The first objective is to preserve the overall value of the principal and to ***not*** diminish the principal amount of the investment. Minimizing risk to principal of funds is the pre-eminent objective of this policy. In order to guarantee preservation of the principal investment, the County shall only invest in the following and shall ensure that all funds be collateralized not less than 100% netting applicable Federal Deposit Insurance Corp. (FDIC) and/or National Credit Union Assoc. (NCUA) of \$250,000 each for demand and time deposits in reference to item c. and in accordance with resolutions approved by Cibola County Commissioners. And although NMSA 1978 Section 6-10-17 was changed to read that 50% collateral is acceptable, the State Constitution Article VIII, Sec 4 states . . . it must be fully insured and was unchanged. Therefore, it is within the authority of Cibola County to decide the risks involved and what is in the best interest of its public monies and will continue to abide and default to the State Constitution (Ref: Section 7 Safekeeping and Custody).

1. Direct Obligation of the U. S. Treasury or in securities issued by agencies of the federal government;
2. Banks, savings and loans and credit unions which are insured by an agency of the federal government (FDIC and/or NCUA)
3. The State Investment Council's Long-Term Investment Funds (considered to be more than one year), administered by the State Investment Officer (County Commission Resolution required)
  - a. ASSET ALLOCATION: Investments with the State Investment Council should have an asset allocation strategy that will protect the Fund against inflation and promote growth. The following guidelines are established to achieve this objective:

Long Term Allowance		
Asset Class	Target	Range
Fixed Income	15%	10-25%
Domestic Equity	80%	45-80%
International Equity	5%	5-20%



It is recognized that economic conditions may cause the asset allocations to fluctuate within the allowable ranges. The above percentages will be based on the market value of the Fund's assets.

### **B. Liquidity**

Funds shall be made available to meet all anticipated County obligations and a prudent reserve shall be kept available to meet unanticipated cash requirements. Availability has two aspects;

- liquidity - ability to change an investment into its cash equivalent on short notice at its prevailing market value
- cash flow – the process of scheduling cash flow so investments mature and are converted into cash in tandem with the County's anticipated cash requirements.

To meet this objective the County may utilize the State Treasurer's Overnight Pool as well as all other allowable designated depositories within the geographical limits of the county. Monies may be deposited in any allowable investments including Overnight State Treasurer Repos which return a rate not less than that provided by the State Treasurer's Overnight Pool.

Should an emergency situation arise (i.e. potential market crashes, emergency situations that require immediate resolution so as to not jeopardize the safety of the County's citizens) that requires an immediate decision to liquidate time and/or demand deposits, it is understood that all precautions and efforts to first secure principal amount of public monies may be done without prior AIC or "BOCC" approval but must advise all interested parties as soon as feasible.

### **C. Yield**

Investment of public monies shall earn the optimum return income from County funds commensurate with the objectives of safety and availability of the principal invested. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Although, return on investment is important, safety and liquidity objectives must be considered priorities. The County's investment portfolio shall be diversified and designed with the objective of attaining the highest market rate of return.

## **Section VI. Standards of Prudence**

All participants in the investment process shall act responsibly and always in accordance with the law, and shall hold in the highest regard their responsibilities to the citizens and taxpayers of Cibola County in their respective roles as custodians of the public trust. Officers engaged in investment administration shall act in accordance with the "prudent person" standard and in a fashion consistent with the "prudent investor" rule, which states:



“Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived”.

## **Section VII. Safekeeping & Custody**

All securities transactions entered into by Cibola County shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a financial institution designated by or accepted by the County Treasurer as primary agent to serve as a third-party custodian on the County's behalf. The primary agent shall issue a safekeeping receipt to the County listing the specific instrument, rate, maturity, location and all other pertinent information. All securities shall be properly designated as an asset of the County and no withdrawal of such securities, in whole or in part, shall be made from safekeeping except by the Treasurer as authorized herein, or by the Treasurer's designee/s. Any and all releases of custodial securities shall be approved by the County Treasurer or his/her designee with the understanding that if such releases are to be replaced by additional securities, due to increase or decrease in investments and/or deposits, the newly issued securities shall meet the same standards as outlined in said Policy.

The County shall execute third party custodial agreements with its banks or other custodial agents, which are chartered by the United States government or the State of New Mexico. Such agreements shall include letters of authority from the County, details as to responsibilities of each party, notification of security purchases, sales, delivery, safekeeping, transaction costs and procedures in case of wire failure or other unforeseen mishaps, and the liability of each party.

All securities held for the Cibola County public monies shall be held free and clear of any lien and either used solely to collateralize said invested public monies or financial institution shall disclose percentage being used to collateralize said invested public monies. All transactions will be conducted in compliance with Section 6-10-10 (P) NMSA 1978, which requires contemporaneous transfer and same day settlement. On a monthly basis, the custodian will provide reports, which will list all transactions that occurred during the month, and all securities held for the county at month-end including the book and market value of holdings.

## **Section VIII. Ethics & Conflicts of Interest**

Officers, employees, elected, appointed officials and committee members serving in any capacity involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which may impair their ability to make impartial investment decisions. Same shall disclose to the

County, in writing, any material financial interests in financial institutions that conduct business within Cibola County's jurisdiction, and they shall further disclose any large personal financial/investment positions that are or could be construed as being related to the performance of the County's portfolio.

## **Section IX. Reporting Policies**

The Treasurer shall report to the County Board of Finance (hereby referred to as BOF) as well as the State Department of Finance and Administration, Local Government Division, on a monthly basis. On a quarterly basis the Treasurer shall provide a performance evaluation which will indicate the yield, capital gain (if any), and time weighted rate of return on the County's portfolio in total with respect to the performance objectives mentioned above. This report shall include a summary of securities by maturity, applicable coupon payment, as well as the weighted average data for the portfolio.

## **Section X. Internal Controls**

The Treasurer has established a system of internal controls designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated market changes, conflicts of interest, or imprudent actions by employees and officers of the Cibola County Treasurer's Office. Controls, not all inclusive, include; clear delegation of authority, separation of transaction and accounting authority, daily balancing and reporting within budgeted allocations, written confirmation requirements, and use of third party custodians. These controls shall be reviewed annually by the Investment Committee no later than 30 days after the completion of the annual audit performed by an independent auditor. All investment transactions shall comply with Resolution 2007-06 SIGNATURE AUTHORITY ON CHECKS as per Section 4-45-4 NMSA 1978.

## **Section XI. Portfolio Performance**

The Cibola County portfolio will be actively managed in order to appropriately improve yields without materially exposing Cibola County funds to credit risks or market risk. Active portfolio management shall be based on prudent investment decisions taking into consideration, but not limited to the following factors; market direction, decisions of the Federal Reserve, significant economic forecast data, local economic conditions and current cash flow analysis.

Speculative investments in pursuit of yield enhancement that involve unusual and unsupportable risk shall be prohibited. The County's investment portfolio shall be designed and managed with the objective of obtaining a market rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and shall remain diversified with staggering maturity dates on time investments to allow for liquidity requirements.



## **Section XII. Implementation**

The Investment Policy shall be amended and made part of said Policy to allow for changes in:

- State Law or any other regulatory requirements governing investments
- Terms or guidelines within said Policy that may be deemed to be invalid or unenforceable

The Investment Policy may be amended and made part of said Policy to allow for changes being recommended by County Treasurer, the AIC, the "BOC", State Treasurer, Department of Finance, or the State Investment Council, so long as they are not temporary and if it is deemed in the best interest of the County by same. Any and all amendments to said Policy shall be reviewed by County Attorney.

Any Investment Officer and designee/s, acting in accordance with the Investment Policy and exercising due diligence shall be bonded and shall not be held personally responsible nor liable for an individual security's risk or market price changes of a particular security, provided that deviations from expectations are timely noted and appropriate action is taken to control and prevent further adverse effects one Cibola County Commissioner together with the County Treasurer has the signature authority to approve the redemption of the investment and the temporary deposit on behalf of the entire Board.

During absence of the County Treasurer, the Deputy Treasurer shall serve as an authorized designee for investment decisions - excluding signatory authority.

If certain contents of said Policy are deemed invalid, the remaining contents shall remain in force.

## **XIII. Distribution of Policy**

Copies of this policy shall be provided to all committee members, Board of Finance (entire County Commission), approved Depository Institutions, Department of Finance and Internal Auditors (upon request) at no cost.

## **XIV. References**

### **A. BOCC Resolutions**

The following are resolutions by the BOCC (these may be reviewed and approved annually)

<u>Resolution #</u>	<u>Title</u>
2019-_____	Establish Depositories
2019____	Signature Authority on Checks



**B. State Statutes 1978 Annotated Governing Investments**

Chapter 6 Public Finances  
Pamphlet 15  
Public Finances Part 2;

Public Money 6-7-1 through 6-11-9;  
2007 Cumulative Supplement

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

APPROVE AND ADOPT SAID INVESTMENT POLICY ON THIS 24<sup>th</sup> day of July, 2012.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Daniel J. Torrez, Chair

\_\_\_\_\_  
Robert S. Windhorst, 1<sup>st</sup> Vice-Chair

\_\_\_\_\_  
Ralf Lucero, 2<sup>nd</sup> Vice Chair

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

\_\_\_\_\_  
Christine Lowery, Member

**CIBOLA COUNTY TREASURER**

\_\_\_\_\_  
Kathy Gonzales, Treasurer

\_\_\_\_\_  
Date

ATTEST BY:

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

11h

New

Business

Resolution 19-17 Auth Exec. and delivery of  
NMFA Planning Grant Agreement

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF  
RESOLUTION NO. 19-17 OF THE  
BOARD OF COUNTY COMMISSIONERS  
CIBOLA COUNTY, JANUARY 24, 2019**

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

The Board of County Commissioners (the "Governing Body") of Cibola County (the "Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at Cibola County Complex-Commission Chambers, 700 East Roosevelt Avenue, Grants New Mexico 87020, being the meeting place of the Governing Body for the meeting held on the 24<sup>th</sup> day of January 2019 at the hour of 5:00 p.m. Upon roll call, the following members and officers were found to be present:

Present:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Absent:

\_\_\_\_\_  
\_\_\_\_\_

Also Present:

\_\_\_\_\_  
\_\_\_\_\_

Thereupon, there was officially filed with the County Clerk a copy of a proposed Resolution in final form, as follows:



**CIBOLA COUNTY  
RESOLUTION NO. 19-17**

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOCAL GOVERNMENT PLANNING GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), AND CIBOLA COUNTY (THE "GRANTEE"), IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000) EVIDENCING AN OBLIGATION OF THE GRANTEE TO UTILIZE THE GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE ECONOMIC DEVELOPMENT FEASIBILITY STUDY, AND SOLELY IN THE MANNER DESCRIBED IN THE GRANT AGREEMENT; CERTIFYING THAT THE GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE GRANT AGREEMENT.

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

WHEREAS, Grantee is a legally and regularly created, established, organized and existing County under the general laws of the State and more specifically, NMSA 1978, §§ 4-7-1 through 4-7-3, as amended; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority's Rules Governing the Local Government Planning Fund and NMSA 1978, § 6-21-6.4, as amended; and

WHEREAS, the Governing Body hereby determines that the Project may be financed with amounts granted pursuant to the Grant Agreement, that the Grant Amount, together with and other moneys available to the Grantee, is sufficient to complete the Project, and that it is in the best interest of the Grantee and the public it serves that the Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Grant Agreement, accept the Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and a Planning Document must be completed within one (1) year from the Closing

Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grant Agreement shall not constitute a general obligation of the Grantee or a debt of pledge of the faith and credit of the Grantee, the Finance Authority or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the County Clerk this Resolution and the form of the Grant Agreement which is incorporated by reference and made a part hereof; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Grant Amount for the purposes described and according to the restrictions set forth in the Grant Agreement; and (ii) the authorization, execution and delivery of the Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

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

**Section 1.**     Definitions. All terms used herein have the same definition as contained in the draft Grant Agreement, dated February 1, 2019.

**Section 2.**     Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Grantee and officers of the Grantee, directed toward the Project and the execution and delivery of the Grant Agreement, shall be and the same hereby is ratified, approved and confirmed.

**Section 3.**     Authorization of the Project and the Grant Agreement. The Project and the method of funding the Project through execution and delivery of the Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Grantee and the public it serves.

**Section 4.**     Findings. The Governing Body on behalf of the Grantee hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A.     The Project is needed to address workforce capabilities, regional industries and economic development.

B.     The costs of the Project are beyond the local control and resources of the Grantee.

C.     The Project and the execution and delivery of the Grant Agreement pursuant to the Act to provide funds for the financing of the Project are in the interest of the public health, safety and welfare of the public served by the Grantee.



D. The Grantee will perform (or cause to be performed) the Project with the proceeds of the Planning Grant, and will utilize the Project for the purposes set forth in the Grant Agreement.

E. The Grantee will forfeit the Planning Grant if the Grantee fails to utilize the Grant Amount within one (1) year of the Closing Date.

**Section 5. Grant Agreement—Authorization and Detail.**

A. Authorization. This Resolution has been adopted by the affirmative vote of a majority of a quorum of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Grantee and performing the Project, it is hereby declared necessary that the Grantee execute and deliver the Grant Agreement evidencing the Grantee's acceptance of the Grant Amount of Fifty Thousand Dollars (\$50,000) to be utilized solely for the Project and solely in the manner and according to the restrictions set forth in the Grant Agreement, the execution and delivery of which are hereby authorized. The Grantee shall use the proceeds of the Grant to finance the performance of the Project. The Project will be owned by the Grantee and will be utilized by the Grantee as set forth in the Grant Agreement.

B. Detail. The Grant Agreement shall be in substantially the form of the Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of Fifty Thousand Dollars (\$50,000).

**Section 6. Approval of Grant Agreement.** The form of the Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Grant Agreement with such changes, insertions, and deletions as may be approved by such individual Authorized Officers, and the County Clerk is hereby authorized to affix the seal of the Grantee on the Grant Agreement and attest the same. The execution of the Grant Agreement shall be conclusive evidence of such approval.

**Section 7. Disposition of Proceeds; Completion of Acquisition of the Project.**

A. Grant Account. The Grantee hereby consents to creation of the Grant Account by the Finance Authority and approves of the deposit of the Grant Amount into the Grant Account. Until the Completion Date, the money in the Grant Account shall be used and paid out solely for the purpose of the Project in compliance with applicable law and the provisions of the Grant Agreement.

B. Completion of Acquisition of the Project. The Grantee shall proceed to acquire and complete the Project with all due diligence. Upon the Completion Date, the Grantee shall execute a certificate substantially in the form attached as Exhibit "C" to the Grant Agreement stating that acquisition of and payment for the Project have been completed. As soon as practicable and, in any event, not more than sixty (60) days after the Completion Date, any



balance remaining in the Grant Account shall be transferred and returned to the Local Government Planning Grant Fund.

C. Finance Authority Not Responsible. The Finance Authority shall in no manner be responsible for the application or disposal by the Grantee or by the officers of the Grantee of the funds derived from the Grant Agreement or of any other funds held by or made available to the Grantee's in connection with use of the Project.

**Section 8.** Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Grant Agreement, and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Grant Agreement, including, but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Grant Agreement.

**Section 9.** Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

**Section 10.** Resolution Irrepealable. After the Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations of the Grantee under the Grant Agreement shall be fully discharged, as herein provided.

**Section 11.** Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

**Section 12.** Repealer Clause. All bylaws, orders, resolutions, ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

**Section 13.** Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Grantee kept for that purpose, authenticated by the signatures of the Chair and County Clerk of the Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

**Section 14. Execution of Agreements.** Cibola County through its Governing Body agrees to authorize and execute all such agreements with the Finance Authority as are necessary to consummate the Grant contemplated herein and consistent with the terms and conditions attached hereto.

PASSED, APPROVED AND ADOPTED THIS 24<sup>th</sup> DAY OF JANUARY, 2019.

CIBOLA COUNTY

By \_\_\_\_\_  
Daniel J. Torrez, Chairman

[SEAL]

ATTEST:

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

*[Remainder of page intentionally left blank.]*

Governing Body Member \_\_\_\_\_ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member \_\_\_\_\_.

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

Those Voting Aye:

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Those Voting Nay:

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Those Absent:

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

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

*[Signature page follows.]*



CIBOLA COUNTY

By \_\_\_\_\_  
Daniel J. Torrez, Chair

[SEAL]

ATTEST:

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

*[Remainder of page intentionally left blank.]*

STATE OF NEW MEXICO                    )  
  ) ss.  
CIBOLA COUNTY                            )

I, Michelle E. Dominguez, the duly qualified and acting County Clerk of Cibola County (the “Grantee”), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of Commissioners of the Grantee constituting the Governing Body of the Grantee, had and taken at a duly called regular meeting held at Cibola County Complex-Commission Chambers, 700 East Roosevelt Avenue, Grants New Mexico 87020, on January 24, 2019, at the hour of 5:00 p.m., insofar as the same relate to the adoption of Resolution No. 19-17 and the execution and delivery of the proposed Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in the offices of the Grantee. None of the action taken in the said proceedings has been rescinded, repealed or modified.

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

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including, Grantee’s Open Meetings Resolution No. 19-05 dated January 8, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand this 1<sup>st</sup> day of February, 2019.

CIBOLA COUNTY

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

[SEAL]

**EXHIBIT "A"**

**Notice of Meeting**



11i

# New Business

NMFA Planning Grant Agreement and Grant  
Completion Cert.

**\$50,000**

**PLANNING GRANT AGREEMENT**

**dated**

**February 1, 2019**

**by and between**

**NEW MEXICO FINANCE AUTHORITY**

**and**

**CIBOLA COUNTY**

## **PLANNING GRANT AGREEMENT**

THIS PLANNING GRANT AGREEMENT (the "Grant agreement"), dated January 24, 2019, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority") and the CIBOLA COUNTY, NEW MEXICO (the "Grantee").

### **WITNESSETH:**

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State of New Mexico (the "State"), constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978 §§ 6-21-1 through 6-21-31, as amended, (the "New Mexico Finance Authority Act"); and

WHEREAS, NMSA 1978, § 6-21-6.4, as amended, creates the Local Government Planning Fund to be administered by the Finance Authority to make Grants to qualified entities to develop economic development plans and pay administrative costs of the local government planning fund program; and

WHEREAS, Grantee is a political subdivision of the state, being a legally and regularly created, established, organized and existing County under the general laws of the State and more specifically, NMSA 1978, §§ 4-7-1 through 4-7-3, as amended; and  
and other documents related to the transactions described in this Grant Agreement; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority's Rules and NMSA 1978, § 6-21-6.4, as amended; and

WHEREAS, the Grantee has applied to the Finance Authority for Planning Grant (as defined below) funding and has determined that it is in the best interest of the Grantee and the public it serves that the Grantee enter into this Grant Agreement with the Finance Authority and accept a grant in the amount of Fifty Thousand Dollars (\$50,000) from the Finance Authority to carry out the Project, as more fully described in Exhibit "A" attached hereto; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and the Planning Documents must be completed within one (1) year from the Closing Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grantee is prepared to perform all its obligations and to observe and obey all restrictions on the use of the Grant set forth in this Grant Agreement.

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



## **ARTICLE I: DEFINITIONS**

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

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

“Authorized Officers” means in the case of the Grantee any one or more of the Grantee’s Chairperson or Vice-Chairperson of the Governing Body, County Manager and County Clerk, and in the case of the Finance Authority the Chairperson, Vice-Chairperson and Secretary of the Board of Directors and the Chief Executive Officer, or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

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

“Event of Default” means one or more events of default as defined in Article IX of this Grant Agreement.

“Finance Authority” means the New Mexico Finance Authority.

“Force Majeure” means any act of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes, lockouts or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party’s control.

“Governing Body” means the Board of Commissioners of the Grantee, or any future governing body of the Grantee.

“Grant or Grant Amount” means the sum of Fifty Thousand Dollars (\$50,000)

“Grant Account” means the account in the name of the Grantee established pursuant to this Grant Agreement and held by the Finance Authority for deposit of the Grant Amount for disbursement to the Grantee for payment of the costs of the Project.

“Grant Agreement” means this grant agreement and any amendments or supplements hereto, including the Exhibits attached hereto.

“Grantee” means Cibola County, New Mexico.

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

“Local Government Planning Fund” means the fund of the same name created pursuant to the Act and held and administered by the Finance Authority.

“Local Match” means \$0.

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

“Planning Document” means a written document in the form of an economic development feasibility study, created for the purpose of evaluating and estimating the costs of alternatives to meet the Grantee’s public project needs, namely workforce capabilities, regional industries and economic development.

“Planning Grant” or “Grant” means the amount provided to the Grantee pursuant to the Grant Agreement for the purpose of funding the Project, and is equal to the Grant Amount.

“Policy” or “Policies” means the New Mexico Finance Authority Local Government Planning Fund Project Management Policies.

“Project” means the preparation of the Planning Document as more particularly described in Exhibit “A” hereto.

“Resolution” means the Grantee’s Resolution No. \_\_\_\_\_ adopted on January 24, 2019, authorizing the Grantee’s acceptance of the terms and conditions of this Grant Agreement.

“Rules” mean the Rules governing the Local Government Planning Fund as adopted by the Board of Directors of the Finance Authority, as amended and supplemented from time to time.

## **ARTICLE II: REPRESENTATIONS, WARRANTIES AND COVENANTS**

**Section 2.1.** Representations, Warranties and Covenants of the Grantee. The Grantee represents, warrants and covenants as follows:

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



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

(c) Authorization of Grant Agreement. The Grantee is a political subdivision of the state, being a legally and regularly created, established, organized and existing County under the general laws of the State and more specifically, NMSA 1978, §§ 4-7-1 through 4-7-3, as amended. Pursuant to the laws of the State, as amended and supplemented from time to time, the Grantee is authorized to enter into the transactions contemplated by this Grant Agreement and to carry out its obligations hereunder. The Grantee has duly authorized and approved the execution and delivery of this Grant Agreement and the other documents related to the transaction.

(d) Use of Grant Agreement Proceeds. The Grantee shall apply the proceeds of the Grant solely to the acquisition and completion of the Project, shall not use the Grant proceeds for any other purpose, and shall comply with all applicable ordinances and regulations, if any, and any and all applicable laws relating to the Project. The Grantee shall immediately apply all Grant proceeds disbursed to it toward the Project. The Grantee shall use the Grant proceeds and complete the Planning Document within one (1) year of the Closing Date or shall forfeit the full amount of the Grant.

(e) Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Grantee.

(f) Completion of Project. The Project will consist of the preparation of the Planning Document to address economic development and employment in the energy sector, and will be completed so as to comply with all applicable ordinances and regulations, if any, and any and all applicable laws, rules, and regulations of the State relating to the acquisition and completion of the Project and to the use of the Grant proceeds. If requested by the Finance Authority, the New Mexico Economic Development Department or other appropriate agency of the State, or the Finance Authority to assist with completion of the Project and to review the Project as completed to assure compliance with applicable laws, rules and regulations of the State. The completed Planning Document must be in a form acceptable to and approved by the Finance Authority, in its sole discretion.

(g) Necessity of Project. The completion of the Project under the terms and conditions provided in this Grant Agreement is necessary, convenient and in furtherance of the governmental purposes of the Grantee and is in the best interest of the Grantee and the public it serves.



(h) Legal, Valid and Binding Obligation. The Grantee has taken all required action necessary to authorize the execution and delivery of this Grant Agreement and this Grant Agreement constitutes a legal agreement of the Grantee enforceable in accordance with its terms.

(i) Benefit to Grantee. The Project will at all times be used for the purpose of benefiting the Grantee and the public it serves as a whole.

(j) Grant Amount Does Not Exceed Project Cost. The Grant Amount as provided herein does not exceed the cost of the Project.

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

(l) Irrevocability of Grant Agreement. The terms of this Grant Agreement shall be irrevocable until the Project has been fully acquired and completed, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Grant Agreement in a manner not permitted or contemplated by the terms hereof.

(m) No Litigation. To the best knowledge of the Grantee, no litigation or proceeding is pending or threatened against the Grantee or any other person affecting the right of the Grantee to execute this Grant Agreement or to comply with its obligations under this Grant Agreement. Neither the execution of this Grant Agreement by the Grantee nor compliance by the Grantee with the obligations hereunder requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(n) Occurrence of Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Grant Agreement, would constitute an Event of Default on the part of the Grantee hereunder.

(o) Grantee's Existence. The Grantee will maintain its legal identity and existence for the Agreement Term, unless another political subdivision by operation of law succeeds to the liabilities, rights, and duties of the Grantee without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(p) Reports to Finance Authority. The Grantee shall report at least semi-annually to the Finance Authority on the status of the Planning Document.

(q) Records. The Grantee shall properly maintain separate project accounts in accordance with generally accepted accounting principles and conduct an annual audit or review of the Grantee's financial records related to the Project.

**Section 2.2.** Representations, Warranties and Covenants of the Finance Authority. The Finance Authority represents, warrants and covenants as follows:

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

(b) This Agreement constitutes a legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

### **ARTICLE III: AGREEMENT TERM**

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: a determination by the Finance Authority that (a) the Grantee is unable to proceed with the Project for the foreseeable future or has failed to commence the Project in a reasonably timely manner, (b) the Grant or any portion thereof is not necessary for the Project (in which case the Grant Amount may be modified by the Finance Authority) or (c) the Grantee has failed to utilize the Planning Grant to complete the Planning Document within one year of the Closing Date.

### **ARTICLE IV: GRANT; APPLICATION OF MONEYS**

On the Closing Date, the Finance Authority shall transfer the amount shown on Exhibit "A" into the Grant Account to be disbursed by the Finance Authority pursuant to Section 6.2 of this Grant Agreement at the direction of the Grantee, as needed by the Grantee to acquire and complete the Project.

### **ARTICLE V: GRANT TO THE GRANTEE**

**Section 5.1.** Grant to the Grantee. The Finance Authority hereby grants and the Grantee hereby accepts an amount equal to the Grant Amount. The Finance Authority shall establish and maintain, on behalf of the Grantee, a Grant Account, which Grant Account shall be kept separate and apart from all other accounts of the Finance Authority. The Grantee hereby pledges to the Finance Authority all its rights, title and interest in the funds held in the Grant Account for the purpose of securing the Grantee's obligations under this Grant Agreement. Funds in the Grant Account shall be disbursed as provided in Sections 6.2 and 6.3 hereof.

**Section 5.2.** No General Obligation. No provision of this Grant Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Grantee within the meaning of any constitutional or statutory debt limitation.



**Section 5.3.** Investment of Moneys in Grant Account. Money on deposit in the Grant Account may be invested by the Finance Authority for the credit of the Local Government Planning Fund.

## **ARTICLE VI: THE PROJECT**

**Section 6.1.** Agreement to Acquire and Complete the Project. The Grantee hereby agrees that in order to effectuate the purposes of this Grant Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire and complete the Project lawfully, efficiently and within one (1) year of the Closing Date.

**Section 6.2.** Disbursements from the Grant Account. So long as no Event of Default shall occur, the Finance Authority shall disburse moneys from the Grant Account, either to the Grantee or to vendors and contractors, as determined by the Finance Authority in its sole discretion, upon receipt by the Finance Authority of a requisition substantially in the form of Exhibit "B" attached hereto signed by an Authorized Officer of the Grantee, supported by certification by the Grantee's project architect, engineer, or other such authorized representative of the Grantee acceptable to the Finance Authority that the amount of the disbursement request represents the progress of completion, acquisition or other Project related activities accomplished as of the date of the disbursement request. The Grantee shall provide such records or access to the Project as the Finance Authority, in its sole discretion, may request in connection with the approval of the Grantee's disbursement requests made hereunder. No disbursement from the Grant Account may be made without receipt of evidence of the Local Match.

**Section 6.3.** Determination of Eligibility as condition Precedent to Disbursement. Prior to the disbursement of the Grant Amount or any portion thereof, the Finance Authority shall have determined that the Grantee has met the readiness to proceed requirements established for the Grant by the Finance Authority and no Event of Default shall have occurred. No disbursement shall be made from the Grant Account except upon a determination by the Finance Authority that such disbursement is for payment of Project expenses, and that the disbursement does not exceed any limitation upon the amount payable.

**Section 6.4.** Reimbursement for Prior Expenditures. The Finance Authority, so long as no Event of Default shall occur and upon presentation of the Grantee's disbursement request with such certification and records as are required in accordance with Section 6.2 hereof, may disburse moneys from the Grant Account for reimbursement of Project expenses incurred after the Finance Authority Board of Directors approved the grant on September 28, 2017.

**Section 6.5.** Completion of Disbursement of Grant Funds. Upon completion of disbursement of the Grant Amount, an Authorized Officer of the Grantee shall deliver a certificate of completion, substantially in the form attached to this Grant Agreement as Exhibit "C", to the Finance Authority stating that, to the best of the Authorized Officer's knowledge the Project has been completed and the entire Grant Amount has been disbursed in accordance with the terms of this Grant Agreement. If any portion of the Grant Amount remains upon the delivery of the certificate of completion, the Finance Authority may, in its sole discretion, modify this Grant Agreement and reduce the amount of the Grant.



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

**Section 7.1.** Further Assurances and Corrective Instruments. The Finance Authority and the Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the terms and intention hereof.

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

**Section 7.3.** Requirements of Law. During the Agreement Term, the Grantee shall observe and comply promptly with all applicable federal, State and local laws and regulations affecting the Project, and all current and future orders of all courts and agencies of the State having jurisdiction over the Project and matters related to the Project.

## **ARTICLE VIII: NON-LIABILITY OF FINANCE AUTHORITY FOR ACTS OR OMISSIONS OF THE GRANTEE; INDEMNIFICATION**

**Section 8.1.** Non-Liability of Finance Authority. The Finance Authority shall not be liable in any manner for the Project, Grantee's use of the Grant, the ownership, operation or maintenance of the Project, or any failure to act properly by the owner or operator of the Project.

**Section 8.2.** Indemnification of Finance Authority. The Finance Authority shall not be responsible for any act or omission of the Grantee upon which any claim, by or on behalf of any person, firm, corporation or other legal entity may be made, whether arising from the establishment or modification of the Project or otherwise. To the extent permitted by law, the Grantee shall and hereby agrees to indemnify and save harmless the Finance Authority and its designee, if any, from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition and completion of the Project. In the event of any action or proceeding brought on any such claim, upon notice from the Finance Authority or its designee, Grantee shall defend the Finance Authority and its designee, if any, in any such action or proceeding.

## **ARTICLE IX: EVENTS OF DEFAULT AND REMEDIES**

**Section 9.1.** Events of Default Defined. Any one of the following shall be an Event of Default under this Agreement:

(a) Use of the Grant Amount, or any portion thereof, by the Grantee for purposes other than the Project;

(b) Failure by the Grantee to utilize the Grant proceeds to complete the Project within one (1) year of the Closing Date;

(c) Failure by the Grantee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Grant Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Grantee by the Finance Authority, unless the Finance Authority shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority, but cannot be cured within the applicable thirty (30) day period, the Finance Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of Force Majeure the Grantee is unable to carry out the agreements on its part herein contained, the Grantee shall not be deemed in default under this paragraph during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default); or

(d) Any warranty, representation or other statement by or on behalf of the Grantee contained in this Grant Agreement or in any instrument furnished in compliance with or in reference to this Grant Agreement is false or misleading in any material respect.

**Section 9.2. Remedies on Default.** Whenever any Event of Default has occurred and is continuing, and subject to Section 9.3 hereof, the Finance Authority may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Grantee in this Grant Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Grant Agreement;

(c) Cease disbursing any further amounts from the Grant Account;

(d) Demand that the Grantee immediately repay the Grant Amount or any portion thereof if such funds were not utilized in accordance with this Grant Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority; or

(f) Take whatever other action at law or in equity may appear necessary or desirable to enforce any other of its rights hereunder.

The Grantee shall be responsible for reimbursing the Finance Authority for any and all fees and costs incurred in enforcing the terms of this Grant Agreement.



**Section 9.3**    Limitations on Remedies. A judgment requiring repayment of money entered against the Grantee may reach any available funds of the Grantee to the extent permitted by law.

**Section 9.4.**    No Remedy Exclusive. No remedy herein conferred upon or reserved to the Finance Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority to exercise any remedy reserved in this Article IX, it shall not be necessary to give any notice, other than such notice as may be required in this Article IX.

**Section 9.5.**    Waivers of Events of Default. The Finance Authority may in its sole discretion waive any Event of Default hereunder and the consequences of such an Event of Default; provided, however, all expenses of the Finance Authority in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by written statement of waiver issued by the Finance Authority. In case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority on account of any Event of Default shall have been discontinued or abandoned or determined adversely, then the Finance Authority and the Grantee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

**Section 9.6.**    No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## **ARTICLE X: MISCELLANEOUS**

**Section 10.1.**    Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Grantee, then to:

Cibola County  
Attn.: Kate Fletcher-County Manager  
70 E. Roosevelt Ave. Suite 50  
Grants, New Mexico 87020

And if to the Finance Authority, then to:

New Mexico Finance Authority  
Attn.: Chief Executive Officer  
207 Shelby Street  
Santa Fe, New Mexico 87501



The Grantee and the Finance Authority may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**Section 10.2. Binding Effect.** This Grant Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Grantee and their respective successors and assigns, if any.

**Section 10.3. Amendments.** This Grant Agreement may be amended only with the written consent of the Finance Authority and the Grantee.

**Section 10.4. No Liability of Individual Officers, Directors or Trustees.** No recourse under or upon any obligation, covenant or agreement contained in this Grant Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, or against any officer, employee, director or member of the Grantee, past, present or future, as an individual so long as such individual was acting in good faith and within the scope of his or her duties. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Grantee or of the Finance Authority is hereby expressly waived and released by the Grantee and by the Finance Authority as a condition of and in consideration for the execution of this Agreement.

**Section 10.5. Grantee Compliance.** The Finance Authority shall not be responsible for assuring the Grantee's use of the Grant Amount or the Project for its intended purpose and shall have no obligation to monitor compliance by the Grantee with the provisions of this Grant Agreement.

**Section 10.6. Severability.** In the event that any provision of this Grant Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 10.7. Execution in Counterparts.** This Grant Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 10.8. Applicable Law.** This Grant Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 10.9. Captions.** The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Grant Agreement.

*[Signature pages follow.]*

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as authorized by the Finance Authority Board of Directors on September 28, 2017 has executed this Grant Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly Authorized Officers; and the Grantee has caused this Grant Agreement to be executed in its corporate name and the seal of the Grantee affixed and attested by its duly Authorized Officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By \_\_\_\_\_  
Chief Executive Officer or Designee

[SEAL]

ATTEST:

By \_\_\_\_\_

Approved for Execution by Officers of the  
New Mexico Finance Authority:

By \_\_\_\_\_  
Daniel C. Opperman, General Counsel

CIBOLA COUNTY

By \_\_\_\_\_  
Daniel Torrez, Chair

[SEAL]

ATTEST:

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

## **EXHIBIT “A”**

### **TERM SHEET**

Grantee:	<b>CIBOLA COUNTY</b>
Project Description:	Preparation of a Planning Document addressing workforce capabilities, regional industries and economic development.
Total Grant Amount:	Fifty Thousand Dollars (\$50,000)
Local Match:	\$0
Closing Date:	February 1, 2019



**EXHIBIT "B"**  
**FORM OF REQUISITION**

RE: Fifty Thousand Dollars (\$50,000) Planning Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("Finance Authority") and Cibola County, New Mexico ("Grantee"), Finance Authority Grant Number 3807-PG (the "Grant Agreement").

Closing Date: February 1, 2019

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse funds from the Grant Account, with regard to the above- referenced Grant Agreement, the following:

REQUISITION NUMBER: One

NAME AND ADDRESS OF PAYEE: Cibola County- Attn: Manager's Office-700 E. Roosevelt Ave., Suite 50, Grants, NM 87020

AMOUNT OF PAYMENT: \$50,000

PURPOSE OF PAYMENT: Reimbursement for the Planning Grant

WIRING  
INFORMATION

BANK NAME:	Wells Fargo
ACCOUNT NUMBER:	2374151609
ROUTING NUMBER:	121000248

Each obligation, item of cost or expense mentioned herein is for the Grant made by the New Mexico Finance Authority pursuant to the Grant Agreement to the Grantee, within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Grant Account held on behalf of the Grantee. All representations contained in the Grant Agreement and the related closing documents remain true and correct and the Grantee is not in breach of any of the covenants contained therein.

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

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

By: \_\_\_\_\_  
Daniel Torrez

Title: Cibola County Commission Chair

## EXHIBIT "C"

### FORM OF CERTIFICATE OF COMPLETION

RE: Fifty Thousand Dollars (\$50,000) Planning Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("Finance Authority") and Cibola County, New Mexico ("Grantee"), Finance Authority Grant Number 3807-PG (the "Grant Agreement").

Closing Date: February 1, 2019

TO: NEW MEXICO FINANCE AUTHORITY

I, Daniel Torrez, the Cibola County Chairman of  
[Name] [Title or position]

the Grantee, hereby certify as follows:

1. The project described in the Grant Agreement (the "Project") was completed and placed in service by the Grantee on December 13, 2018.
2. The total cost of the Project was \$ 50,000
3. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Grant Agreement.

CIBOLA COUNTY

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

Daniel Torrez

Its: Cibola County Commission Chairman

)

) SS.

## CERTIFICATE OF GRANTEE

COUNTY OF CIBOLA

)

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Chairperson and County Clerk of Cibola County (the "Grantee"), State of New Mexico, that:

Capitalized terms used in this Certificate have the same meanings as defined in Resolution No.19-17 adopted by the Governing Body of the Grantee on January 24, 2019 (the “Resolution”) in connection with this Planning Grant, unless otherwise defined in this Certificate or the context requires otherwise.

1. The Grantee is a political subdivision of the state, being a legally and regularly created, established, organized and existing County under the general laws of the State and more specifically, NMSA 1978, §§ 4-7-1 through 4-7-3, as amended;
2. The resolutions, rules and regulations governing the Project and customer service by the Grantee have been duly adopted and are now in full force and effect;
3. The Authorized Officers and Governing Body of the Grantee were duly and validly elected or appointed and are empowered to act for the Grantee; and
4. The Grantee has all requisite corporate power:
  - (a) To perform or cause performance of the Project funded by the Planning Grant;
  - (b) To execute and deliver Grant documents, including but not limited to those identified above; and
  - (c) To perform all acts required by such Grant documents to be done by the Grantee.
5. All proceedings of the Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.
6. The Resolution and the Grant Agreement have been duly signed and adopted in accordance with all applicable laws and neither has been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution



constitutes valid and sufficient legal authority for the Grantee to carry out and enforce the provisions of the Grant Agreement.

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

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

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

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

11. Neither the Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Grant Agreement conflicts or will conflict with, or constitute a breach by the Grantee of, or default by the Grantee under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Grantee is subject or by which it is bound.

12. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Grantee, at law or in equity, by or before any court, public board or body, nor to the Grantee's knowledge is there any basis therefore, affecting the existence of the Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Grantee, (b) the use of the proceeds of the Grant Agreement for the Project, (c) the validity or enforceability of the Grant Agreement or any proceedings of the Grantee with respect to the Grant Agreement or the Resolution, (d) the execution and delivery of the Grant Agreement or (e) the power of the Grantee to carry out the transactions contemplated by the Grant Agreement or the Resolution.

13. From at least December 1, 2019 to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers and members of the Governing Body of the Grantee:

Daniel J. Torrez, Chair

Robert S. Windhorst, 1<sup>st</sup> Vice-Chair

Ralph Lucero, 2<sup>nd</sup> Vice-Chair

Christine Lowery, Commissioner

Martha Garcia, Commissioner

Michelle E. Dominguez, County Clerk

14. To the best of our knowledge and belief after due investigation, none of the Events of Default referred to in Article IX of the Grant Agreement has occurred.

15. The Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Grantee contained in the Grant Agreement and in the Resolution are true and correct as of the date of this Certificate.

16. To the best of our knowledge and belief after due investigation, neither the Chairperson, the County Clerk, any member of the Governing Body of the Grantee, nor any other officer, employee or other agent of the Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

17. Regular meetings of the Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at 207 W. Hill, Gallup, NM 87305, the principal meeting place of the Grantee.

18. The Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Grantee's Governing Body in connection with the Grant Agreement. The Open Meetings Act Resolution No. 19-05 (the "Open Meetings Act Resolution") adopted and approved by the Governing Body on January 8, 2019, establishes notice standards as required by Section 10-15-1, NMSA 1978, as amended and supplemented. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Grant Agreement and Resolution was taken at meetings held in compliance with the Open Meetings Act Resolution.

19. The Chairperson and the County Clerk, on the date of the signing of the Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Grantee authorized to execute the Grant Agreement.

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

21. This Certificate may be executed in counterparts.

WITNESS our signatures and the seal of the Grantee this 1<sup>st</sup> day of February 2019.

CIBOLA COUNTY

By \_\_\_\_\_  
Daniel Torrez, Chair

[SEAL]

ATTEST:

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



11j

# New Business

Resolution 19-18 Uniform Allowance-Sheriff's

No Back Up

11k

New

Business

Quit Claim Deed-Candy Kitchen VFD

## **QUITCLAIM DEED**

The County of Cibola, New Mexico, a body politic and corporate, organized and existing under and by virtue of the laws of the State of New Mexico, pursuant to NMSA 1978, Section 59A-53-1, et. seq., the Fire Protection Fund Act and 1980 N.M. Op. Atty. Gen. 188 (N.M.A.G.), N.M.A.G. Op. 803-35 hereby grants to itself the interest in land granted ostensibly to "the Candy Kitchen Rural Volunteer Fire Dept"., an entity established by and under Cibola County, New Mexico, by **Warranty Deed 029954 filed May 15, 1989, Deed Book 3, Page 5771 (Exhibit A)** in order to formally clarify, record and give notice that independent fire districts exist only within the framework of county government and that the above authorities establish that Counties hold clear title to the land on which fire departments exist.

**IN WITNESS WHEREOF**, the said Board of County Commissioners of Cibola County, New Mexico, have authorized by designation made in a Regular Business Meeting duly noticed and held January 24, 2019 this instrument to be signed for and on behalf of said Cibola County, New Mexico and for the "Candy Kitchen Rural Fire Department" by Daniel Torrez, Chairman, on this 24th day of January, 2019.

\_\_\_\_\_  
DANIEL TORREZ, CHAIR

ATTEST BY:

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



Exhibit A

in person *James D. Tracy, Jr.*  
Pitchford Properties

**WARRANTY DEED**

029951

to Candy Kitchen Rural Volunteer Fire Dept. for consideration paid, grant to

whose address is c/o James D. Tracy, Jr., Star Rt. 2, Box 18, Ramah, NM 87321

the following described real estate in Cibola County, New Mexico:

A certain parcel of land containing 1.046 acres situated in Section 22, T 8 N, R 16 W, NMPM, Cibola County, New Mexico, as more particularly shown by Survey Plat attached hereto, marked Exhibit "A" and made a part hereof,

Excepting all minerals and subsurface rights excluding water rights.

Subject to taxes for the year 1989 and subsequent years; easements and rights of way, reservations and patent reservations of record and subject to ten ft. easement for existing power line and subject to Clear Zone—no structures permitted, as said easement and Clear Zone are shown on survey plat.

Subject to restrictions as shown on Exhibit "B" attached hereto, and made a part hereof.

Deed Book 3  
 Page 5771

with warranty covenants.

WITNESS my hand and seal this 20th day of February, 19 89

(Seal) Pitchford Properties (Seal)

(Seal) BY C. R. Pitchford (Seal)  
C. R. Pitchford, partner

**ACKNOWLEDGMENT FOR NATURAL PERSONS**

STATE OF NEW MEXICO

COUNTY OF Valencia ss.

The foregoing instrument was acknowledged before me this 20th day of February, 19 89, by C.R. Pitchford, partner of Pitchford Properties, on behalf of said partnership  
(Name or Names of Person or Persons Acknowledging)

My commission expires: 3-24-90  
 (Seal)

Notary Public

**FOR RECORDER'S USE ONLY**

99 MAR 14 PM 1:29  
 603 3 5771-73  
 704 3 5771-73  
 704 3 5771-73

**ACKNOWLEDGMENT FOR CORPORATION**

STATE OF NEW MEXICO

COUNTY OF \_\_\_\_\_ ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

by \_\_\_\_\_  
(Name of Officer)

\_\_\_\_\_ of \_\_\_\_\_  
(Title of Officer) (Name of Corporation Acknowledging)

\_\_\_\_\_ corporation, on behalf of said corporation.  
(State of Incorporation)

My commission expires: \_\_\_\_\_  
 (Seal)

Notary Public

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May 15, 1989  
 15-89

111

# New Business

Appointment of Members for Hospital Board





1016 E. Roosevelt Ave. • Grants, NM 87020  
(505)287-4446 • [www.cibolahospital.com](http://www.cibolahospital.com)

**The two candidates recommended by the Cibola General Hospital Board of Directors are:**

**Kendra Brown**

Grew up and lives in Grants. Works in Albuquerque. Owner (with Husband) to local engineering firm. Involved in the Community

**Jeff Rimel**

Retired CFO from Cibola General Hospital. Has lived in community for over 20 years



11m

New

Business

Purchases over \$10,000

**CIBOLA COUNTY**

700 E. Roosevelt Ave  
Suite 50  
Grants, NM 87020  
PH: (505) 287-9431  
FAX: (505) 285-5434

**PURCHASE ORDER****PO Number:** 19-42457**Date:** 01/08/2019**Requisition #:** REQ03128**Vendor #:** 25691

**ISSUED TO:** BMC TACTICAL  
Attn: WALTER BRACKEN  
2615 COORS SW  
ALBUQUERQUE, NM 87121

**SHIP TO:** CIBOLA COUNTY  
Attn: PURCHASING DEPARTMENT (BLUEW.  
700 E. ROOSEVELT, SUITE # 50  
GRANTS, NM 87020

ITEM	UNITS DESCRIPTION	GL ACCT #	VENDOR PART #	PRICE	AMOUNT
1	300 TulAmmo .40 S&W 180gr 50rnd box	605-035-455-00246		12.00	3,600.00
2	1,000 Winchester Super X 1oz. Slug 5rnd Box	605-035-455-00246		4.20	4,200.00
3	200 Sellier & Bellot 00 Buck 25rnd Box	605-035-455-00246		9.40	1,880.00
4	20 Winchester Super Target 7.5 shot 250rnd Case	605-035-455-00246		63.60	1,272.00

Authorized by: Wendy Self

<b>SUBTOTAL:</b>	10,952.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	10,952.00

It is forbidden for any employee of Cibola County to obtain, purchase, acquire or otherwise contract for any product or service without first having obtained proper authorization in the form of a purchase order or P-Card Authorization form or other document of permission to acquire such product or service prior to such acquisition. Violators may be subject to sanctions as determined by the Cibola County Commission and the Cibola County Manager. CIBOLA COUNTY IS NOT RESPONSIBLE FOR ANY PURCHASES MADE WITHOUT PRIOR APPROVAL.

[illegible]

VENDOR	BMC TACTIAL	REASON SELECTED	LOWEST QUOTE		←
		CONTRACT/BID/RFP #			
ADDRESS	2617 Coors Blvd SW	ESTIMATED DELIVERY			
	Albuquerque, NM 87121	PURCHASE ORDER #			
PURCHASING AGENT ENDORSEMENT	CERTIFICATION	If all three signatures are not obtained the purchase cannot move forward	FUND NAME & LINE ITEM #	AMOUNT	
	With my signature, I hereby certify that all goods/services requested are necessary to properly conduct the operations of this department, and that all procurement has been conducted according to purchasing policies approved by the Cibola County Board of Commissioners.		605-035-455-00246	\$ 10,952.00	
		DEPARTMENT HEAD SIGNATURE	DESIGNEE SIGNATURE	FINANCE SIGNATURE	

PLEASE REMEMBER ANY REQUISITIONS OVER \$500.00 NOW REQUIRE 3 HARD QUOTES. ANY REQUISITION \$10,000.00 OR MORE WILL NEED TO GO ON THE AGENDA FOR COMMISSION APPROVAL. IF USING STATE CONTRACT PLEASE LIST CONTRACT # ABOVE AS WELL AS THE FIRST 4 PAGES OF THE STATE CONTRACT, OTHERWISE IT WILL BE SENT BACK



2617 Coors Blvd SW  
Albuquerque NM 87121  
bmc-tactical.com  
505-877-5357

## Price Information

Name / Address
Cibola County

Project

[illegible]

1/7/2019

Gmail - ammunition bid from Papa's Pawn



Jerri Rowe <papasgunsnm@gmail.com>

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## ammunition bid from Papa's Pawn

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Jerri Rowe <papasgunsnm@gmail.com>

Mon, Jan 7, 2019 at 11:06 AM

Draft To: tnymace@yahoo.com

Ammunition bid for Cibola County Sheriffs Department

Papa's Pawn, LLC.  
313 North First Street  
Grants N.M. 87020

15,000 rounds tull .40 cal S&W	\$4,169.70
5,000 rounds Remington 12 ga rifled slug 2 3/4	\$4,000.00
5,000 rounds Sellier and Bellot 12 ga. 2 3/4 00 buck	\$2,540.00
5,000 rounds Federal 12 ga. #7 1/2 birdshot	\$1,500.00
estimated shipping: Fed Ex Ground	\$1,520.67
UPS Ground	\$1,707.67
Order total for Fed Ex shipping	\$13,730.37
Order total for UPS Ground	\$13,917.57

All prices and availability are subject to change without prior notice. Manufacturers requested by Sheriff are not available at this time, in these quantities from any distributor. Full quantity of .40 cal ammunition available now. Different manufactures of ammo can be substituted to complete order at present time.

**Shooters Den LLC****INVOICE**

2729 San Mateo NE 87110

Phone: 505-888-1835

Fax: 505-881-7396

QUOTE ONLY

INVOICE #00641

DATE: 1/3/2019

**TO:**

Cibola County Sheriff's Dept.

Attn: Tony Mace

Direct line: 505-240-0285

114 McBride Road, Grants, NM 87020

Phone: 505-876-2040

**RECEIVED BY:**

Recipient Name

Company Name

Street Address

City, ST ZIP Code

Phone

**COMMENTS OR SPECIAL INSTRUCTIONS:**

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
00125			N/A	N/A	30 days after pickup

QUANTITY	DESCRIPTION	TOTAL
15,000 Rounds	.40SW 180 GR FMJ TULA (STEEL CASE AMMO)	4,080.30
5,000 Rounds	12G SLUG SUPER X Winchester (SHOT GUN AMMO)	6,662.50
5,000 Rounds	12G 7 SHOT SUPER TARGET Winchester (SHOT GUN AMMO, LEAD OR STEEL)	13,325.00
5,000 Rounds	12G 00 BUCK S&B (SHOT GUN AMMO)	2,118.75

SUBTOTAL	26,186.55
SALES TAX	0
SHIPPING & HANDLING	PICK UP AT STORE
TOTAL DUE	26,186.55

Make all checks payable to Shooters Den LLC.

If you have any questions concerning this invoice, contact: Anthony Stephen USMC Ret. at 505-888-1835 or shootersden@msn.com.

**ALL TAX-FREE PURCHASES NEED A COPY OF YOUR TAX-EXEMPT ID TO BE FAX'D OR SENT BY EMAIL****THANK YOU FOR YOUR BUSINESS!**





Cibola County, NM

# Detail vs Budget Report Account Summary

Date Range: 07/01/2018 - 01/08/2019

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
605 - LAW ENFORCEMENT PROTECTION								
Expense								
605-035-455-00246	FIREARMS/AMMUNITION	0.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %
		0.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %
	Expense Totals:							
	605 - LAW ENFORCEMENT PROTECTION Totals:	0.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %
	Report Total:	0.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %

OK. Bar on the way

## Fund Summary

Fund	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
605 - LAW ENFORCEMENT PROTECTION	0.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %
<b>Report Total:</b>	<b>0.00</b>	<b>10,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,000.00</b>	<b>100.00 %</b>

**paul.ludi@co.cibola.nm.us**

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**From:** paul.ludi@co.cibola.nm.us  
**Sent:** Tuesday, January 8, 2019 12:54 PM  
**To:** 'Deanna Salazar'  
**Subject:** RE: IBAR

It looks good. That would decrease the "Vehicle Expense" account budget from \$9,000 to \$7,000 and increase the "Firearms & Ammo" account budget from \$10,000 to \$12,000.

Does that sound correct?

**Paul Ludi**

Finance Director  
Cibola County  
700 East Roosevelt, Suite 50  
Grants, NM 87020  
[paul.ludi@co.cibola.nm.us](mailto:paul.ludi@co.cibola.nm.us)  
505-285-2516

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**From:** Deanna Salazar <deanna\_cosd@yahoo.com>  
**Sent:** Tuesday, January 8, 2019 10:06 AM  
**To:** Paul Ludi <paul.ludi@co.cibola.nm.us>  
**Subject:** IBAR

Good morning Paul,

Attached is the IBAR adjustment I talked to you about yesterday, could you please look it over and let me know if it looks good, or if I need to change anything. Thanks.

Deanna  
Cibola County Sheriff's Office  
505-876-2053



Request Date: 1/8/2019

For Fiscal Year:2018-2019(FY19)

Department or Program: Cibola County Sheriff's Office

☒ Internal Budget Adjustment ☐ Increase/Decrease Adjustment  
(Put an "X" in the box relative to this adjustment)

**Source of Funds (Revenue, Special Items)**

Account Number	Description	Decrease
605-035-455-00011	VEHICLE EXPENSE	\$ 2,000.00
	Total	\$ 2,000.00

**Uses of Funds (Expenditures, Transfers, Other Financing Uses, etc.)**

Account Number	Description	Increase
605-035-455-00246	FIREARMS/AMMO	\$ 2,000.00
	Total	\$ 2,000.00

Reason for adjustment(s) (Required):  
  
  
Requestor's Name: Deanna SalazarDate: 1/8/2019

Department Head's Approval: \_\_\_\_\_

Date: 1/8/2019

Finance Director's Approval: \_\_\_\_\_

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

County Manager's Approval: \_\_\_\_\_

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



## Confirmation of Receipt of Goods or Services

An invoice/Receipt was received on : 12/21/2018 for(select one below)

- ☐ Purchase order number: \_\_\_\_\_
- ☒ An invoice where no PO was issued or a PCARD was used  
(please fill in fund number and amount below)

Vendor: Trust Pharmacy

Description	Fund Dep. Line Item	Amount
Indigent	406-055-420-00096	13,625.38
COP -- Pharmacy Expense	614-100-457-00309	242.59
	406-055-420-00096	(34.17)
Total:		\$ 13,833.80

Please confirm below by selecting the appropriate line that all goods or services have been recieved and are in good condition so that we may process the invoice for payment.

- ☒ All Goods have been received and or services completed
- ☐ A partial shipment has been received
- ☐ All items were received but the following were damaged and should not be paid for:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- ☐ Verify all invoices have been attached

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

Department: CIBOLA COUNTY DETENTION CENTER

Date: 12/21/2018