



CIBOLA COUNTY BOARD OF COMMISSIONERS

Daniel Torrez
Chairman

Martha Garcia
1st Vice Chairman

Christine Lowery
2nd Vice Chairman

Ralph Lucero
Commissioner

Robert Windhorst
Commissioner

Regular Commission Meeting
Thursday, October 28th, 2021
5:00 p.m.

Cibola County Commission Chambers

PURSUANT TO THE PUBLIC HEALTH ORDER DATED OCTOBER 15, 2021, ALL INDIVIDUALS ARE REQUIRED TO WEAR A MASK WHILE AT COUNTY FACILITIES

ALL OTHER PUBLIC HEALTH ORDER COVID-19 REQUIREMENTS AND FIRE MARSHAL CAPACITY LIMITS APPLY.

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

6. **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.

7. **Minutes**

- a. Minutes from September 23rd, 2021, Regular Commission Meeting

8. **Reports**

- a. Budget and Finance Report- Kate Fletcher-County Manager & Paul Ludi-Finance Director

9. **Presentation**

- a. Presentation-Red Bolt/ Continental Divide-Donna Venable

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

- a. Consideration of Fence Lake Annual Performance Review Pursuant to Cibola County Ordinance 2017-04 7.1-7.3
- b. Consideration of JPA Between Cibola County and Village of Milan for Rockin' 66 Express Public Transit Service
- c. Consideration to use American Rescue Plan Act (ARPA) Funds for Broadband Service in the Unincorporated areas of Cibola County
- d. Consideration of Floodplain Development Permit 2021-04 at Cowboy Road, Cibola County, NM
- e. Discussion, Consideration and Direction to Staff Regarding 2020 Federal Census Redistricting

- f. Consideration of Resolution 2021-51 FY22 Budget Adjustment No. 1
- g. Consideration of Resolution 2021-52 FY22 1st Quarter Report
- h. Consideration of Resolution 2021-60 Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority (NMFA)-2 Emergency Vehicles for Cibola County Fire Marshall
- i. Consideration of Submitting 2021-61 Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority (NMFA)-for HVAC Loan and reconsider investing \$1.6 million to LGIP.
- j. Consideration of Advisory Investment Committee's (AIC) Recommendation on Investments
- k. Consideration of Resolution 2021-53 Establishing the 2022/2023 Holiday Schedule
- l. Consideration of Resolution 2021-54 A Change to the Public Employees Retirement Association of New Mexico (PERA) Return to Work Provisions
- m. Consideration of Resolution 2021-55 Grant Agreement for Transportation Project Funds (TPF) for County Road 1.
- n. Consideration of Resolution 2021-59 Extension Request for NMDOT Local Government Transportation Project Fund (LGTPF) Grant Agreement Contract# D18387 Control# LP60001 for CR-18b
- o. Consideration of Resolutions For Extension Requests for NMDOT LGRF CO-OP Agreement:
 1. Resolution 21-56-Contract# D18618 Control #L600179
 2. Resolution 21-57-Contract# D18619 Control #L600176
 3. Resolution 21-58-Contract# D18631 Control #L600168
- p. Consideration of Cibola County and Forest Service Road Maintenance Agreement
- q. Consideration to approve requisitions over \$20,000
 - a. 2021 (2) F-250 Crew Cab 4x4 LWB with accessories-Power Ford-Road Dept.-\$149,585
 - b. 2021 (1) Ford Explorer 4wd with accessories-Power Ford-Manager's Dept.-\$43,376.00
 - c. 2021 Dodge Durango Pursuit-Melloy Dodge-Sheriff's Dept.- \$44,353.00
 - d. Cibola County Admin Building 700 E. Roosevelt Suite 50-Core IT Upgrades-IT-\$96,568.98
 - e. Public Safety Building 2001 Clif Lear Road-Core IT Upgrades-American Rescue Plan Act (ARPA) Funds-\$103,298.14

11. Executive Session-NO ITEMS

Pursuant to Section 10-15-1 (H) the following matters 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:**
 - a. Pending or threatened litigation 10-15-1 (H) (7)
 - b. Real Property 10-15-1 (H) (8)
 - c. Personnel 10-15-1 (H) (2)
 - d. other specific limited topics that are allowed or authorized under the stated statute;
- **Motion and Roll Call Vote to Return to Regular Session**
- **Motion and Roll Call Vote that Matters Discussed In Closed Session Were Limited To Those Specified In Motion For Closure, and That No Final Action Was Taken, As Per New Mexico Statutes Section§10-15-1.**

12. Announcements

The Next Regular Commission Meeting will be November 18th, 2021, at 5:00p.m. The Cibola County Offices will be closed Thursday, November 11th, 2021, in observation of Veteran's Day Holiday.

13. Adjournment



7a.

Minutes

09.23.2021

Regular Commission
Meeting Minutes

Cibola County Commission
Regular Meeting
Thursday September 23rd, 2021

The Cibola County Commission held a Regular Meeting on Thursday September 23rd, 2021, at 5:00 pm in the Cibola County Commission Center

Elected Officials Present Staff

Daniel Torrez, Chairman
Martha Garcia, 1st Vice Chairman
Christine Lowery, 2nd Vice Chairman
Ralph Lucero, Commissioner
Robert Windhorst, Commissioner

Kate Fletcher, County Manager
Paul Ludi, Finance Director
Marisa Baca, Recording & Filing
Natalie Grine, Deputy Clerk
Denise Salcido, BOE Coordinator

1. Call to Order

Chairman Torrez, called the meeting to Order at 5:05 pm.

2. Roll Call

Chairman Torrez does roll call-5 Commissioners in attendance.

3. Pledge of Allegiance Led by Commissioner Lucero, Recited by all.

4. Prayer Commissioner Garcia led us in prayer.

5. Approval of Agenda

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

6. Public Comment

No comments currently.

7. Local Economic Development Act (LEDA) Presentation- Lorraine Ruggles/ NM State Economic Development Representative Region 1

8. Minutes

- Minutes from August 26th, 2021, Regular Commission Meeting
- Motion to approve minutes from August 26th, 2021, made by Commissioner Windhorst, second by Commissioner Lucero 5-0 affirmative.
- Minutes from September 9th, 2021, Special Commission Meeting
- Motion to approve minutes from September 9th, 2021, made by Commissioner Garcia, Second by Commissioner Windhorst 5-0 affirmative.

9. Reports

- a. Budget and Finance Report- Kate Fletcher-County Manager & Paul Ludi-Finance Director Report on File.

10. Public Hearing

- a. Ordinance 2021-02 Cibola County Recreational and Medical Cannabis Regulations

11. New Business- Action May Be Taken

- a. **Consideration of Public Safety Building Renovation.**
Motion to approve Consideration of Public Safety Building Renovation made by Commissioner Lucero, Second by Commissioner Lowery 5-0 affirmative.
- b. **Consideration and Discussion of Salary Study Plan as Presented by Mr. Vincent Yermal on 09.09.2021.**
Motion to approve Consideration and Discussion of Salary Study Plan as Presented by Mr. Vincent Yermal on 09.09.2021 made by Commissioner Lucero, Second by Commissioner Garcia 5-0 affirmative
- c. **Consideration of Ordinance 2021-01 Cibola County Recreational and Medical Cannabis Regulations.**
Motion to approve Consideration of Ordinance 2021-01 Cibola County Recreational and Medical Cannabis Regulations made by Commissioner Lowery, Second by Commissioner Lucero 5-0 affirmative.
- d. **Consideration of Floodplain Development Permit 2021-02 Repairs to C-9 Water Canyon Road Drainage Structure.**
Motion to approve Consideration of Floodplain Development Permit 2021-02 Repairs to C-9 Water Canyon Road Drainage Structure made by Commissioner Windhorst, Second by Commissioner Garcia 5-0 affirmative.
- e. **Consideration of Floodplain Development Permit 2021-03 Water Course Alterations and Temporary Road Repairs C-7 Camino Del Arroyo Rd.**
Motion to approve Consideration of Floodplain Development Permit 2021-03 Water Course Alterations and Temporary Road Repairs C-7 Camino Del Arroyo Rd. made by Commissioner Windhorst, Second by Commissioner Lowery 5-0 affirmative.
- f. **Consideration of Resolution 2021-47 Amending Res. 21-37 Designating the Location of Election Day Polling Places.**
Motion to approve Consideration of Resolution 2021-47 Amending Res. 21-37 Designating the Location of Election Day Polling Places made by Commissioner Windhorst, Second by Commissioner Lucero 5-0 affirmative.

g. **Consideration of Resolution 2021-48 Adjusting Precinct Boundaries and Creation of Additional Precincts.**

Motion to approve Consideration of Resolution 2021-48 Adjusting Precinct Boundaries and Creation of Additional Precincts made by Commissioner Lowery, Second by Commissioner Lucero 5-0 affirmative

h. **Consideration of Resolution 2021-49 JPA Between Cibola County and Village of Milan for Rockin' 66 Express Public Transit Service.**

Motion to approve Consideration of Resolution 2021-49 JPA Between Cibola County and Village of Milan for Rockin' 66 Express Public Transit Service made by Commissioner Windhorst, Second by Commissioner Lowery 5-0 affirmative

i. **Consideration of Resolution 2021-50 DWI Council Appointments.**

Motion to approve Consideration of Resolution 2021-50 DWI Council Appointments made by Commissioner Lucero, Second by Commissioner Windhorst 5-0 affirmative

j. **Consideration of Chamber of Commerce Funding Request.**

Motion to approve Consideration of Chamber of Commerce Funding Request made by Commissioner Lowery, Second by Commissioner Lucero 5-0 affirmative

k. **Consideration of Letter of Support in Reviving the Country's Uranium Industry.**

Motion to Consideration Letter of Support in Reviving the Country's Uranium Industry. Commissioner Lowery motioned to take no action Second by Commissioner Garcia, Lowery, Garcia, Torrez. Yes, on taking no action – Lucero, Windhorst no. 3-2 affirmative.

l. **Consideration to approve requisitions over \$20,000.**

- a.) Video Surveillance System-Apic Solutions-Bluewater Village FD 11-\$88,661.03
- b.) Cattle Guard Equipment-Contech Construction-Road Dept.-\$52,960

Motion to approve Consideration to approve requisitions over \$20,000 a.) Video Surveillance System-Apic Solutions-Bluewater Village FD 11-\$88,661.03 made by Commissioner Windhorst, Second by Commissioner Garcia 5-0 affirmative

Motion to approve Consideration to approve requisitions over \$20,000 b.) Cattle Guard Equipment-Contech Construction-Road Dept.-\$52,960 made by Commissioner Windhorst, Second by Commissioner Lucero 5-0 affirmative.

12. Executive Session-a.) Pending Litigation-1 item under Pending Litigation

Pursuant to Section 10-15-1 (H) the following matters 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: made by Commissioner Lucero second by Windhorst 5-0 affirmative.

Pending or threatened litigation 10-15-1 (H) (7)

- a. Cibola County vs. Jaynes, Inc.
- b. Real Property 10-15-1 (H) (8)
- c. Personnel 10-15-1 (H) (2)
- d. other specific limited topics that are allowed or authorized under the stated statute.

Motion and Roll Call Vote to Return to Regular Session made by Commissioner Lowery second by Commissioner Lucero 5-0 affirmative

Motion and Roll Call Vote that Matters Discussed in Closed Session Were Limited to Those Specified in Motion for Closure, and That No Final Action Was Taken, As Per New Mexico Statutes Section §10-15-1.

Motion to come out of Executive Session and return to Board of County Commissioners by Commissioner Lucero second by Windhorst 5-0 affirmative.

13. New Business-Action May Be Taken

- a. Direction to Staff Regarding Cibola County v. Jaynes, Inc.

NO ACTION TAKEN

12. Announcements

The Next Regular Commission Meeting will be October 28th, at 5:00p.m. The Cibola County Offices will be closed Monday, October 11th, 2021, in observation of Indigenous People's Day Holiday.

15. Adjournment

Chairman Torrez adjourned the meeting at 7:53 P.M.

PASSED, APPROVED, and ADOPTED this 28th day of October 2021

BOARD OF COUNTY COMMISSIONERS

Daniel Torrez, Chairman

Martha Garcia, 1st Vice Chairman

Christine Lowery, 2nd Vice Chairman

Ralph Lucero, Commissioner

Robert Windhorst, Commissioner

ATTEST:

Michelle E. Dominguez, Cibola County Clerk

Date: _____

SEAL



8a.

Budget and Finance Report

As of September 30th, 2021

Cibola County Commission Meeting October 28, 2021



Daniel Torrez, Chairman
Martha Garcia, 1st Vice-Chair
Christine Lowery, 2nd Vice Chair
Robert Windhorst, Commissioner
Ralph Lucero, Commissioner

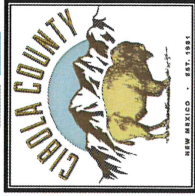
Kate Fletcher, County Manager



Finance Report

As of September 30, 2021





Cibola County Updates

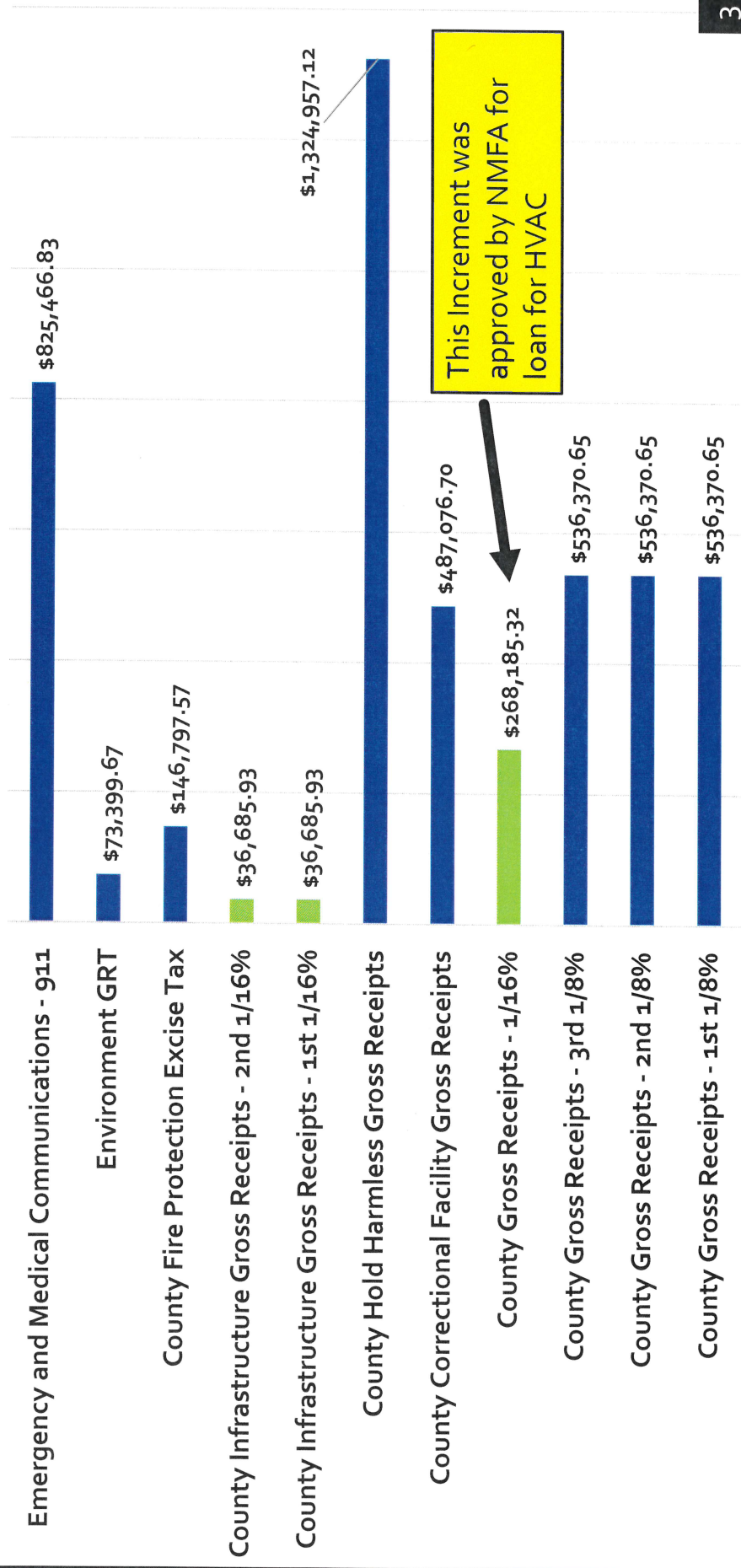


- Finance Reports & Budgets located on Finance Department webpage
- Auction made the County over \$175,000!!!!!!
- Wendy Self in the Manager's Office is reconciled to the bank through August 31st for Main Operating account and Christina Dominguez in the Treasurer's Office has the Tax operating account also reconciled through August 31st.



Investment Meeting Recommendations – GRT Dedication for NMFA Loan

Yearly GRT by Increment



G R T B R E A K D O W N

Type of Tax	Ordinance Number	Effective Date	Dedication	Relative Percentages	Rate
County Gross Receipts - 1st 1/8%	401	JAN. 1984	General Fund	13.3333%	0.1250%
County Gross Receipts - 2nd 1/8%	401	JAN. 1984	County Indigent Hospital Claims Fund	13.3333%	0.1250%
County Gross Receipts - 3rd 1/8%	401	JAN. 1984	County Indigent Hospital Claims Fund	13.3333%	0.1250%
County Gross Receipts - 1/16%	401	JULY 2005	General Purposes and Law Enforcement	6.6667%	0.0625%
County Infrastructure Gross Receipts - 1st 1/16%	404	JULY 2003	General Purposes; Payment of Bonds; Infrastructure Improvements & Econ. Dev.	16.6667%	0.0625%
County Infrastructure Gross Receipts - 2nd 1/16%	404	JULY 2003	General Purposes; Payment of Bonds; Infrastructure Improvements & Econ. Dev.	16.6667%	0.0625%
County Fire Protection Excise Tax	404	JULY 2006	Operational expenses; Ambulance services and Independent Fire Districts	66.6667%	0.2500%
County Environmental Services Gross Receipts	403	JULY 1991	Environmental Services	100.0000%	0.1250%
County Correctional Facility Gross Receipts	401	JULY 2005	Operating, construction county correctional facility,	13.3333%	0.1250%
County Hold Harmless Gross Receipts	401	JULY 2014	Support general, governmental and law enforcement operations	40.0000%	0.3750%
City Emergency Comms & Emergency Med & Behavioral Hlth Svcs GR 435	401	JULY 2017	Operations of communications center	100.0000%	0.2500%
Total County Gross Receipts Tax Rate					1.6875%
State Gross Receipts Tax Rate - 5.125%					5.1250%
Total Combined Rate of all Ordinances Including State Gross Receipts Tax Rate					6.8125%
COUNTY GROSS RECEIPTS TAX RATE FOR THE MUNICIPALITIES WITHIN CIBOLA COUNTY: 1.1875%					

Incorrect

2 options for a 10 year loan for \$1.6 Million

Option 1

- No early payoff (call option) and must make all payments.
- Total interest would cost \$168,271.31
- Average Coupon Rate at 1.515706%

Option 2

- Payoff anytime.
- Total interest would cost \$177,967.02
- Average Coupon Rate at 1.599485%

.....DECISION??????



\$800,000

\$700,000

\$600,000

\$500,000

\$400,000

\$300,000

\$200,000

\$100,000

\$-

FY 18, 19, 20, 21 Actuals, FY 22 Projection, & FY22 Actuals



GRT Distributions with Contracts

WOW!!!!!!

Our contract amounts are automatically deducted before we receive our GRT distribution so I add them back in to get a truer picture on what we actually receive. The NEW Compensating tax is now included. The local distribution pursuant to 7-1-6.64 is no longer in effect.

	July	August	September	October	November	December	January	February	March	April	May	June
2022 YTD Actuals	\$375,851	\$531,510	\$559,590	\$614,259								
2022 Projected GRT	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943
2021 YTD Actuals	\$346,410	\$449,178	\$422,858	\$406,515	\$386,253	\$483,975	\$441,061	\$483,245	\$395,402	\$391,479	\$480,014	\$488,025
2020 YTD Actuals	\$409,931	\$409,719	\$361,865	\$522,200	\$452,945	\$417,303	\$467,905	\$467,467	\$404,966	\$390,390	\$279,165	\$387,558
2019 YTD Actuals	\$388,766	\$370,384	\$377,648	\$395,792	\$366,307	\$344,509	\$341,921	\$436,280	\$353,013	\$314,669	\$378,007	\$334,204
2018 YTD Actuals	\$351,471	\$59,592	\$473,499	\$322,958	\$368,668	\$395,464	\$259,314	\$408,493	\$302,317	\$354,221	\$713,772	\$366,412

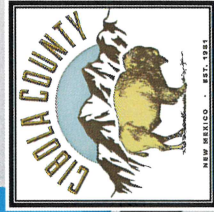


Comparison of FY20 Net GRT including Contracts (Intercepts) and effects of COVID on FY21

GRT

Covid's first
impact on GRT





Cibola County Monthly Report - As of September 30, 2021 - ATTACHMENT 2021-52A

Active Funds	Beginning Cash Balance as of 7/1/2021	Beginning Investments as of 7/1/2021	YTD Revenues	YTD Transfers	YTD Expenditures	YTD Adjustments	Ending Cash & Investment Balances	Bond A, Bond B, General Fund & Road Reserves (\$3,707,570.18)	Available Adjusted Ending Cash & Investment Balances
101 - INVESTMENT FUND	\$0.00	\$5,269,769.14	\$510.57	\$0.00	\$0.00	\$0.00	\$5,270,279.71	\$0.00	\$1,562,709.53
401 - GENERAL FUND	\$6,095,825.92	\$0.00	\$897,119.44	(\$108,000.00)	(\$1,817,534.92)	\$2,750,319.49	\$7,817,729.93	\$0.00	\$7,817,729.93
402 - ROAD	\$120,326.84	\$0.00	\$249,911.58	\$0.00	(\$279,699.44)	\$0.00	\$90,538.98	\$0.00	\$90,538.98
403 - FARM & RANGE	\$0.00	\$0.00	\$0.00	\$8,000.00	(\$7,104.12)	\$0.00	\$895.88	\$0.00	\$895.88
406 - INDIGENT	\$97,455.34	\$0.00	\$145,776.20	\$0.00	(\$4,709.52)	\$0.00	\$238,522.02	\$0.00	\$238,522.02
407 - SAN RAFAEL VFD	\$167,250.21	\$0.00	\$92,942.00	\$0.00	(\$44,753.90)	\$0.00	\$215,438.31	\$0.00	\$215,438.31
408 - BLUEWATER VFD	\$250,707.52	\$0.00	\$60,051.00	(\$25,687.00)	(\$4,727.93)	\$0.00	\$280,343.59	\$0.00	\$280,343.59
409 - LOBO CANYON VFD	\$171,589.67	\$0.00	\$2,946.00	(\$2,946.00)	(\$2,786.06)	\$0.00	\$168,803.61	\$0.00	\$168,803.61
413 - LAGUNA EMS	\$0.00	\$0.00	\$13,521.00	\$0.00	\$0.00	\$0.00	\$13,521.00	\$0.00	\$13,521.00
415 - PINEHILL EMS	\$8,778.78	\$0.00	\$11,014.00	\$0.00	\$0.00	\$0.00	\$19,792.78	\$0.00	\$19,792.78
416 - FENCE LAKE VFD	\$314,550.59	\$0.00	\$28,475.50	\$0.00	(\$1,856.37)	\$0.00	\$341,169.72	\$0.00	\$341,169.72
418 - CANDY KITCHEN VFD	\$48,986.33	\$0.00	\$76,791.00	(\$38,189.00)	(\$3,272.52)	\$0.00	\$84,315.81	\$0.00	\$84,315.81
419 - LAGUNA VFD	\$418,242.30	\$0.00	\$170,844.00	\$0.00	(\$72,292.85)	\$0.00	\$516,793.45	\$0.00	\$516,793.45
424 - CUBERO VFD	\$138,644.12	\$0.00	\$49,604.50	(\$13,787.00)	(\$41,494.54)	\$0.00	\$132,967.08	\$0.00	\$132,967.08
425 - CUBERO EMS	\$2,919.51	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$7,919.51	\$0.00	\$7,919.51
427 - EL MORRO VFD	\$226,848.60	\$0.00	\$28,475.50	\$0.00	(\$42,572.41)	\$0.00	\$212,751.69	\$0.00	\$212,751.69
428 - SUPERIOR AMBULANCE	\$176.53	\$0.00	\$10,259.00	\$0.00	\$0.00	\$0.00	\$10,435.53	\$0.00	\$10,435.53
435 - CONSOLIDATED DISPATCH	\$165,152.67	\$0.00	\$275,970.55	\$0.00	(\$298,951.48)	\$0.00	\$142,171.74	\$0.00	\$142,171.74
438 - DVI GRANT	\$0.00	\$0.00	\$0.00	\$120.00	(\$120.00)	\$0.00	\$0.00	\$0.00	\$0.00
439 - DWI DISTRIBUTION	\$195,169.27	\$0.00	\$86,502.51	(\$120.00)	(\$137,078.85)	\$0.00	\$144,472.93	\$0.00	\$144,472.93
475 - COUNTY FIRE PROTECTION	\$793,808.26	\$0.00	\$51,942.44	\$0.00	(\$2,319.96)	\$0.00	\$843,430.74	\$0.00	\$843,430.74
500 - CLERK RECORDING/FILING	\$66,393.78	\$0.00	\$11,322.00	\$0.00	(\$3,538.19)	\$0.00	\$74,177.59	\$0.00	\$74,177.59
504 - IGAS-PASS THRU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
569 - 2014A BOND INCOME FUND	\$0.00	\$0.00	\$291,021.38	\$0.00	(\$12,328.60)	\$0.00	\$278,692.78	\$0.00	\$278,692.78
570 - 2014B BOND INCOME FUND	\$0.00	\$0.00	\$1,199,087.09	\$0.00	(\$6,164.35)	\$0.00	\$1,192,922.74	\$0.00	\$1,192,922.74
575 - NMFA LOANS	\$0.00	\$66,602.04	\$85.48	\$80,609.00	\$0.00	\$0.00	\$147,296.52	\$0.00	\$147,296.52
603 - EMERGENCY MANAGEMENT	\$785.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$785.00	\$0.00	\$785.00
604 - FIRE MARSHAL	\$42,808.95	\$0.00	\$47,176.52	\$0.00	(\$38,661.36)	\$0.00	\$51,324.11	\$0.00	\$51,324.11
605 - LAW ENFORCEMENT PROTECTION	\$164.98	\$0.00	\$9,001.00	\$0.00	\$0.00	\$0.00	\$9,165.98	\$0.00	\$9,165.98
606 - NMDOT LOCAL GOV. TRANS. GRANT	\$902,500.00	\$0.00	\$0.00	\$0.00	(\$8,410.82)	\$0.00	\$894,089.18	\$0.00	\$894,089.18
607 - QUARTZ HILL PROJECT	\$0.00	\$0.00	\$221,973.14	\$0.00	(\$146,889.72)	\$0.00	\$75,083.42	\$0.00	\$75,083.42
608 - CARES ACT PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
609 - CARES ACT ELECTION'S GRANT	\$25,770.28	\$0.00	\$0.00	\$0.00	(\$24,806.07)	\$0.00	\$964.21	\$0.00	\$964.21
610 - CENSUS BUREAU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
612 - NEW MEXICO CLEAN & BEAUTIFUL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
614 - DETENTION CENTER	\$116,577.75	\$0.00	\$861,758.66	\$100,000.00	(\$965,286.65)	(\$22,751.09)	\$90,238.67	\$0.00	\$90,238.67
615 - COMPLIANCE PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
620 - 1% REAPPRAISAL FUND	\$255,988.03	\$0.00	\$4,010.06	\$0.00	(\$126,733.07)	\$0.00	\$133,265.02	\$0.00	\$133,265.02
649 - AMERICAN RESCUE PLAN ACT	\$2,590,653.00	\$0.00	\$0.00	\$0.00	(\$13,526.97)	\$0.00	\$2,577,126.03	\$0.00	\$2,577,126.03
650 - NMFA COMP. & LEDA GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
651 - CAPITAL OUTLAY PROJECTS	\$32,787.65	\$0.00	\$0.00	\$0.00	(\$8,845.76)	\$0.00	\$23,941.89	\$0.00	\$23,941.89
TOTALS=	\$13,250,861.88	\$5,336,371.18	\$4,903,092.12	\$0.00	(\$4,116,466.43)	\$2,727,568.40	\$22,101,427.15	(\$3,707,570.18)	\$18,393,856.97

State of New Mexico
Local Government Budget Management System (LGBMS)
Report Recap - Fiscal Year 2021-2022 - Cibola County - FY2022 Q1

Printed from LGBMS on 2021-10-22 09:47:39

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	8,920,379.00	5,020,279.71	897,119.44	-108,000.00	1,817,534.92	-74,233.59	12,838,009.64	454,383.73	12,383,625.91
20300 County Property Valuation	255,989.00	0.00	4,010.06	0.00	126,733.07	0.00	133,265.99	0.00	133,265.99
20400 County Road	120,327.00	250,000.00	249,911.58	0.00	279,699.44	0.00	340,539.14	23,308.29	317,230.85
20600 Emergency Medical Services	12,660.00	0.00	39,794.00	0.00	0.00	0.00	52,454.00	0.00	52,454.00
20700 E-911 Fund	185,153.00	0.00	275,970.55	0.00	298,951.48	0.00	142,172.07	0.00	142,172.07
20800 Farm & Range	0.00	0.00	0.00	8,000.00	7,104.12	0.00	895.88	0.00	895.88
20900 Fire Protection	1,779,629.00	0.00	557,306.02	-80,609.00	252,417.94	0.00	2,003,908.08	0.00	2,003,908.08
21100 Law Enforcement Protection	165.00	0.00	9,001.00	0.00	0.00	0.00	9,166.00	0.00	9,166.00
21800 Intergovernmental Grants	3,518,924.00	0.00	221,973.14	0.00	193,633.58	0.00	3,547,263.56	0.00	3,547,263.56
22000 Indigent Fund	97,456.00	0.00	145,776.20	0.00	4,709.52	0.00	238,522.68	0.00	238,522.68
22200 County Fire Gross Receipts Tax	793,809.00	0.00	51,942.44	0.00	2,319.96	0.00	843,431.48	0.00	843,431.48
22300 DWI Fund	195,170.00	0.00	86,502.51	0.00	137,198.85	0.00	144,473.66	0.00	144,473.66
22500 Clerks Recording & Filing Fund	66,394.00	0.00	11,322.00	0.00	3,538.19	0.00	74,177.81	0.00	74,177.81
22600 Jail - Detention	116,578.00	0.00	861,758.66	100,000.00	965,286.65	-22,751.09	90,298.92	0.00	90,298.92
30300 State Legislative Appropriation Project	0.00	0.00	0.00	0.00	8,845.76	32,787.65	23,941.89	0.00	23,941.89
40200 GRT Revenue Bond Debt Service	0.00	0.00	1,490,108.47	0.00	18,492.95	0.00	1,471,615.52	0.00	1,471,615.52
40400 NIMFA Loan Debt Service	0.00	66,602.04	85.48	80,609.00	0.00	0.00	147,296.52	0.00	147,296.52
Totals	16,042,633.00	5,336,881.75	4,902,581.55	0.00	4,116,466.43	-64,197.03	22,101,432.84	477,692.02	21,623,740.82

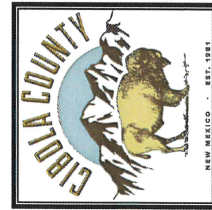


DFA / LGD Budget Recap - FY21 4th Quarter Report

DFA / LGBMS Active Funds	Beginning Pooled Cash Balance	Investments	Revenues	Transfers	Expenditures	Adjustments	Pooled Cash Plus Investment Balance	State Reserve Requirements	Available Adjusted Cash & Investment Balance
11000 GENERAL FUND	\$8,920,379.00	\$5,020,279.71	\$897,119.44	(\$108,000.00)	(\$1,817,534.92)	(\$74,733.59)	\$12,838,009.64	(\$454,383.73)	\$12,383,625.91
20300 COUNTY PROPERTY VALUATION	\$255,988.03	\$0.00	\$4,010.06	\$0.00	(\$126,733.07)	\$0.00	\$133,265.02	\$0.00	\$133,265.02
20400 COUNTY ROAD	\$120,326.84	\$250,000.00	\$249,911.58	\$0.00	(\$279,699.44)	\$0.00	\$340,538.98	(\$23,308.29)	\$317,230.69
20600 EMERGENCY MEDICAL SERVICES	\$12,659.82	\$0.00	\$39,794.00	\$0.00	\$0.00	\$0.00	\$52,453.82	\$0.00	\$52,453.82
20700 E-911 FUND	\$165,152.67	\$0.00	\$275,970.55	\$0.00	(\$298,951.48)	\$0.00	\$142,171.74	\$0.00	\$142,171.74
20800 FARM & RANGE	\$0.00	\$0.00	\$0.00	\$8,000.00	(\$7,104.12)	\$0.00	\$895.88	\$0.00	\$895.88
20900 FIRE PROTECTION	\$1,779,628.29	\$0.00	\$557,306.02	(\$80,609.00)	(\$252,417.94)	\$0.00	\$2,003,907.37	\$0.00	\$2,003,907.37
21100 LAW ENFORCEMENT PROTECTION	\$164.98	\$0.00	\$9,001.00	\$0.00	\$0.00	\$0.00	\$9,165.98	\$0.00	\$9,165.98
21800 INTERGOVERNMENTAL GRANTS	\$3,518,923.28	\$0.00	\$221,973.14	\$0.00	(\$193,633.58)	\$0.00	\$3,547,262.84	\$0.00	\$3,547,262.84
22000 INDIGENT FUND	\$97,455.34	\$0.00	\$145,776.20	\$0.00	(\$4,709.52)	\$0.00	\$238,522.02	\$0.00	\$238,522.02
22200 COUNTY FIRE GROSS RECEIPTS TAX	\$793,808.26	\$0.00	\$51,942.44	\$0.00	(\$2,319.96)	\$0.00	\$843,430.74	\$0.00	\$843,430.74
22300 DWM FUND	\$195,169.27	\$0.00	\$86,502.51	\$0.00	(\$137,198.85)	\$0.00	\$144,472.93	\$0.00	\$144,472.93
22500 CLERKS RECORDING & FILING FUND	\$66,393.78	\$0.00	\$11,322.00	\$0.00	(\$3,538.19)	\$0.00	\$74,177.59	\$0.00	\$74,177.59
22600 JAIL - DETENTION	\$116,577.75	\$0.00	\$861,758.66	\$100,000.00	(\$965,286.65)	(\$22,751.09)	\$90,298.67	\$0.00	\$90,298.67
30300 STATE LEGISLATIVE APPROPRIATION	\$0.00	\$0.00	\$0.00	\$0.00	(\$8,845.76)	\$32,787.65	\$23,941.89	\$0.00	\$23,941.89
40200 GRT REVENUE BOND DEBT SERVICE	\$0.00	\$0.00	\$1,490,108.47	\$0.00	(\$18,492.95)	\$0.00	\$1,471,615.52	\$0.00	\$1,471,615.52
40400 NMFA LOAN DEBT SERVICE	\$0.00	\$66,602.04	\$85.48	\$80,609.00	\$0.00	\$0.00	\$147,296.52	\$0.00	\$147,296.52
TOTALS=	\$16,042,627.31	\$5,336,881.75	\$4,902,581.55	\$0.00	(\$4,116,466.43)	(\$64,197.03)	\$22,101,427.15	(\$477,692.02)	\$21,623,735.13

DIFFERENCES IN COLUMNS DUE TO HOW DFA WANTS OUR DATA REPORTED

	Waiting on TYLER to fix on back end the transfer to the operating account in amount of \$2,824,553.08. Also LGBMS rounds our cash up to the dollar. Also big differences when funds are combined per DFA	Tie to year to date investments instead of using 6/30 investment and add revenues, transfers, expenditures and adjustments to get new balance. Also big differences when funds are combined per DFA	Investment revenues, transfers, expenditures and adjustments removed because DFA requires entities to report year to date investments. Also big differences when funds are combined per DFA	Transfers match internal recap and equal to zero. Also big differences when funds are combined per DFA	Also big differences when funds are combined per DFA	Ending balances match on both reports. This is report is ready to be submitted to DFA. Rounding errors may be caused by LGBMS. Also big differences when funds are combined per DFA	DFA's requirements do not affect bond reserves and are less here because they calculate based off of actuals which is not the state approved calculation per the budget. Also big differences when funds are combined per DFA	Caused by differences in reserves. Also big differences when funds are combined per DFA.
(\$2,791,765.43)	(\$510.57)	(\$510.57)	(\$510.57)	\$0.00	\$0.00	(\$2,791,765.43)	\$3,229,878.16	\$3,229,878.16



ENTITY NAME: Cibola County
 FISCAL YEAR: FY 2021-22
 RESOLUTION #: 2021-51
 BAR SCHEDULE: 2021-51A



TYPE OF BAR LOCAL (L) OR STATE (S)	COUNTY DEPARTMENT	REVENUE EXPENDITURE TRANSFER (TO or FROM)	DFA ACCOUNT #	CIBOLA COUNTY ACCOUNT#	DESCRIPTION OF ACCOUNT	APPROVED BUDGET	ADJUSTMENT	ADJUSTED BUDGET	PURPOSE
L	E-911	Revenue	20700-0001-47081	435-65-300-79300	E911 Project Grant	\$150,000.00	(\$150,000.00)	\$0.00	DFA will be paying directly now
L	E-911	Expenditure	20700-3005-58020	435-070-435-00261	DFA Grant Expense	\$150,000.00	(\$150,000.00)	\$0.00	DFA will be paying directly now
S	E-911	Expenditure	20700-3005-56020	435-070-435-00009	Office Supplies	\$10,000.00	\$7,500.00	\$17,500.00	PO carried over from last year for computers and wasn't rebudgeted
S	E-911	Expenditure	20700-3005-55030	435-070-435-00124	Contractual Services	\$120,000.00	\$13,000.00	\$133,000.00	Maintenance costs increased when Milan switched to different pay date.
L	DWI	Revenue	22300-0001-47071	438-60-300-26200	DWI Operating Grant	\$89,000.00	(\$59,000.00)	\$30,000.00	Grant awarded much less than applied for
L	DWI	Expenditure	22300-0001-57999	438-060-436-09140	Operating Costs	\$89,000.00	(\$59,000.00)	\$30,000.00	Grant awarded much less than applied for
S	DWI	Expenditure	22300-3006-56100	439-060-437-00016	Education Prevention	\$5,000.00	(\$3,000.00)	\$2,000.00	Reduce to realign to other account
S	DWI	Revenue	22300-0001-44990	439-62-300-20000	Assessment Fees	\$0.00	\$8,000.00	\$8,000.00	Did not budget for. Plan on \$60 per client * 10 per month *12 months = \$8,000
L	DWI	Expenditure	22300-3006-51060	439-060-437-00005	Overtime Salaries	\$0.00	\$3,000.00	\$3,000.00	Need overtime for staff pulling UA's on clients every other month for 4 hours
S	DWI	Expenditure	22300-3006-57999	439-060-437-00151	Reversion of Funds to State	\$0.00	\$88,500.00	\$88,500.00	Didn't plan on reversion due to misunderstanding on rules
S	BOE	Expenditure	11000-2007-57999	401-003-405-00113	2021 Regular Local Election Grant	\$0.00	\$36,500.00	\$36,500.00	Awarded new grant
S	BOE	Revenue	11000-2007-57999	401-18-370-65200	2021 Regular Local Election Grant	\$0.00	\$36,500.00	\$36,500.00	Awarded new grant
S	San Rafael VFD	Expenditure	20900-3002-56090	407-018-421-00082	Safety Equipment	\$10,000.00	\$32,000.00	\$42,000.00	Replacing hoses, ladder, and bunker gear and additional to get through year.
S	San Rafael VFD	Expenditure	20900-3002-57999	407-018-421-00038	1/4% Fire Protection Tax	\$0.00	\$8,000.00	\$8,000.00	Did not budget to use this account so it needs an increase to track the Fire Chief Grant
S	San Rafael VFD	Expenditure	20900-3002-56020	407-018-421-00009	Office & Equipment & Supplies	\$1,000.00	\$15,000.00	\$16,000.00	Needed two new Toughbooks and bumped up budget for regular supplies for rest of year.
S	Buildings & Grounds	Expenditure	11000-2006-57999	401-010-403-00011	Vehicle Expense	\$500.00	\$1,600.00	\$2,100.00	Gas prices increasing and more travel to other buildings now. Already maxed out current budget.
S	Buildings & Grounds	Expenditure	11000-2006-54050	401-010-403-00012	Equip. Maint. & Repair	\$10,000.00	\$9,000.00	\$19,000.00	Water leaks in courtroom buildings and detention
S	Buildings & Grounds	Expenditure	11000-2006-54030	401-010-403-00024	Grounds Maintenance and Improvement	\$15,000.00	\$12,000.00	\$27,000.00	Water leaks and line breaks
S	Bluewater VFD	Expenditure	20900-3002-58999	408-018-422-00028	Capital Outlay	\$0.00	\$88,662.00	\$88,662.00	Need new Surveillance and Access Control System at the station
L	ARPA	Expenditure	21800-2002-57999	649-200-400-00105	Public Safety	\$0.00	\$200,000.00	\$200,000.00	Reallocate from Broadband account to assist IT getting the Armory up to speed
L	ARPA	Expenditure	21800-2002-57999	649-200-400-00100	Broadband	\$1,600,000.00	(\$200,000.00)	\$1,400,000.00	Reallocate from Broadband account to assist IT getting the Armory up to speed



Monthly Multiple Choice

Per State Procurement and the County's Procurement policy what is the threshold of a purchase before it must go to a Request for Proposal (RFP) or Request for Bid (RFB)?

- A – \$20,000
- B – \$60,000
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Answer: B – An RFP is needed for purchases over \$60,000 and is used to procure based on specialized need rather than cost. An RFB is needed for purchases over \$60,000 and is used to procure based on lowest bid rather than specialized need. 3 quotes are used for purchases under \$60,000 but above \$500 for the County. Anything under \$500 does not require 3 quotes. Any purchase over \$20,000 also requires governing body approval.

Questions?

The End





Cibola County Updates continued...



Planning and Zoning Department

As of 10/20/2021:

Flood Zone Status letters = 60 Currently one more than 2020 numbers. And 4 floodplain development permits issued.

Mobile Home placement zoning letters = 13. This is 9 more than 2020 and 10 more than 2019

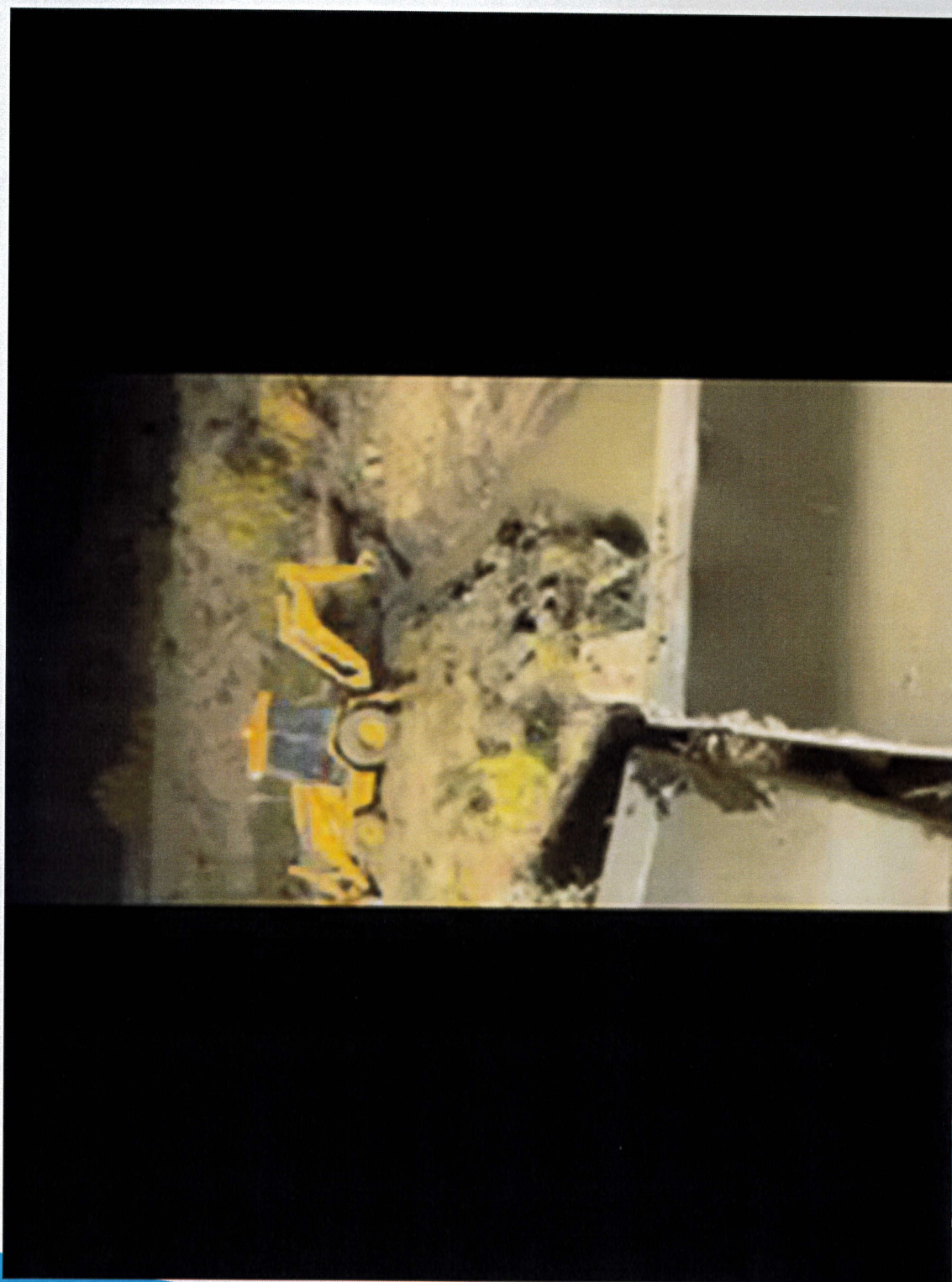
Building Permit applications signed = 11. The vast majority of them are for solar energy installations.

Other Zoning related letters = 5. Most are related to Cannabis facilities or the sale of Tobacco products.

New Rural Addresses issued for 2021 = 276. This is more than double the new addresses issues in 2020 of 103.









From July 1, 2021 through September 30, 2021, Finance Report

Slide Outline and Notes of Cibola County Finance Report

Commission Meeting October 28, 2021

Finance Report Cover Page

Cibola County Updates

Finance Reports & Budgets located on Finance Department webpage

Wendy Self in the Manager's Office is reconciled to the bank through August 31st for Main Operating account and Christina Dominguez in the Treasurer's Office has the Tax operating account also reconciled through August 31.

Advisory Investment Committee (AIC) GRT Increment

The AIC met on October 26th to discuss current interest rates and some loan details that are needed. NMFA approved using the County Gross Receipts 1/16 increment for the HVAC loan of \$1.6 million.

GRT Breakdown

Due to the state de-earmarking most GRT's the RP-500 reports became inaccurate with the assigned GRT Local Option Tax Increments. I reached out to TRD to get confirmation on the breakdown and percentages associated of which tax amount goes where. We have the distribution of our taxes being properly divided up to the correct funds per our ordinances. Here you can see the 1/16 % tax increment the AIC recommends dedicating for our loan.

Advisory Investment Committee (AIC) –New Mexico Finance Authority (NMFA) Loan Choice

We also had look at which GRT increment would be best to use for the loan to replace our HVAC system. Through our research it was determined the County Gross Receipts 1/16th Local Option Tax should be the best increment to dedicate towards a hopefully 0% interest 10-year loan through NMFA as annual payments will be somewhere between \$180,000 to \$160,000 per year. I reached out to Ron Cruz at NMFA, has determined this GRT increment is sustainable for the loan and not currently dedicated to any other payments. Currently, the ordinance will allow us to use it for a loan. The AIC will recommends to the governing body to dedicate this GRT increment for the loan.

GRT Tracker

Here is our Gross Receipts history and the red line designates this fiscal year's GRT.

Our budgeted projection is that bold straight yellow line.

The bold red line tracks our GRT for FY 22 as we go.

The other lines represent the last 4 years as you can see in the legend.

Contracts for solid waste are added back in these numbers because they never hit our coffers as they are taken straight off the top from the state and go to pay for our solid waste. The contracts are our Environmental GRT, and I wanted them to be represented.

COVID-19 has not impacted GRT, but we will still closely monitor it.

Our GRT is Broken Down by Increments and are dedicated by ordinance:

The Correctional GRT is dedicated to our inmate costs in the Detention Fund

The Environmental GRT pays the Northern New Mexico solid waste authority

The Hold Harmless is dedicated to paying our Series 2014A Bonds which built the detention center

The County Infrastructure is dedicated for general purposes in the general fund

The Fire Protection GRT is dedicated in our County Fire Protection Fund

Our County Share GRT is split to 3 funds. Our Indigent Fund, 2014 B Bond Fund, and general fund

The Special County Hospital GRT is a residual type of GRT from when hospital tax was enacted made up of the medical and food hold harmless tax distribution. When the tax increment deactivated the hold harmless portion stayed. It is used in our general fund

The County Emergency and Medical Services GRT is dedicated to our E-911 program in the consolidated dispatch fund.

Grants, Cibola and Milan GRT

Because our GRT has been so strong this fiscal year I wanted to see how we compare with Grants and Milan and see if they are having growth too. You can see when COVID first impacted everyone in the red vertical line. Ever since then everyone has been trending upward. Pretty cool.

September 30, 2021 - Monthly Report

Here is our September 30, 2021 monthly financial report. As you can see we are maintaining our investments and required reserves. We keep all of our bond and state reserves in our investment fund. Our general fund is in great shape. The high adjustment amount is mostly the 2.8 million dollars we are still trying to get corrected in our accounting software and there are some payables in there too which brings the adjustment to \$2.75 million.

Our transfers equal zero which is mandatory, located in the dark green highlighted cell.

There are no fund deficits so we are safe with the state.

All the same colored highlighted funds get grouped together for reporting to the state.

This recap is developed using three reports:

The pooled cash report gives what our beginning and ending cash balances should be.

The Detail Vs. Budget report gives the revenue, transfer, and expenditure activity.

The balance sheets give us our adjustments to get from pooled cash to pooled cash and gives us our investments.

The county is in great fiscal shape and is following GAAP, GASB, and all state laws and requirements.

DFA Recap 1st Quarter Report

So all of the commissioners should have access to the Local Government Budget Management System (LGBMS). This is our first quarter report to the state. I have it uploaded and ready to submit. You can see

it doesn't mirror our internal monthly report for September. On the next slide you can see why. Also note all the colorful highlights on our fund names in the prior slide. Each group of the same color gets combined to make one DFA fund.

Differences in County and DFA Recaps

So, all the orange areas appears different from the September monthly recap and you can see all the colors in the fund names are now combined. This is how you can tell if I am reporting correctly to the state since you commissioners are ultimately the Board of Finance for the county. By you checking on me it instills an internal control for the integrity of our reporting.

BAR #1

Monthly Multiple Choice

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The End – Questions???

Cibola County Updates continued.....

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Road Pictures



8z.

Reports Not Presented

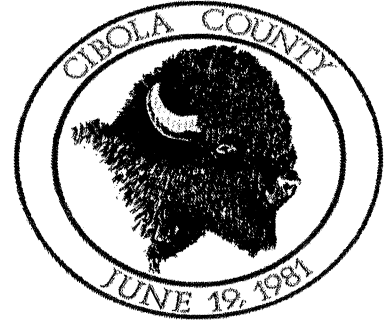
Road Dept.

Cibola County Road Dept.

700 E. Roosevelt Suite 50

Grants NM 87020

505-285-2570 Phone 505-285 3656 Fax



Friday, October 8, 2021

To: Kate Fletcher - County Manager

Fr: Edward Salazar - Road Superintendent

Re: Monthly Report: 09/01/21 - 09/30/21 (September)

Regular Maintenance

Blade & Shape

<u><i>Road</i></u>	<u><i>Description</i></u>	<u><i>Miles</i></u>
<i>C33</i>	<i>Candy Kitchen Road</i>	<i>15.125</i>
<i>C47</i>	<i>Mesa Ridge Road</i>	<i>7.148</i>
<i>C42</i>	<i>Back Country Byway</i>	<i>32.626</i>
<i>C48</i>	<i>Mallery Road</i>	<i>13.895</i>
<i>C35</i>	<i>Fencelake Community Roads</i>	<i>9.064</i>
<i>C48A</i>	<i>Timberlake Road</i>	<i>10.000</i>
<i>C35A</i>	<i>Moreno Hill Road</i>	<i>10.419</i>
<i>C35B</i>	<i>White Hill Road</i>	<i>1.989</i>
<i>C32</i>	<i>Zuni Trail</i>	<i>27.111</i>
<i>C35D</i>	<i>W. Homestead Road</i>	<i>2.949</i>
<i>C35F</i>	<i>Monday Road</i>	<i>1.491</i>
<i>C41</i>	<i>Pie Town Road</i>	<i>1.100</i>
<i>Total Miles</i>		<i>132.917</i>

Special Projects

<i>C17</i>	<i>Mt. Taylor Addition - Putting in speedbumps, put up speed bumb signs.</i>
<i>C49</i>	<i>Zuni Canyon Rd. - Putting in speedbumps, pot hole repair.</i>
<i>C48</i>	<i>Mallery Rd. - Haul millings.</i>
<i>C23</i>	<i>Ralph Card Rd. - Replace old speed bumps.</i>
<i>C14</i>	<i>San Fidel - Mowing.</i>
<i>C7</i>	<i>Cubero-Village Rds. - Mowing, cut trees.</i>

- C18B** *La Jara Mesa Rd. - Cut weeds, install barrier walls.*
- C30** *Bluewater South - Mowing.*
- C6** *Seboyeta-Bibo Rds. - Road repair, repair sink hole, blade.*
- C41** *Pie Town Rd. - Erosion Repair.*
- C5** *Moquino-La Joya Loop - Clean debris, realign wall barrier, remove culvert, cover with cold mix, put up deliniators*
- C5** *Moreno Rd. - Install culvert.*
- C13** *San Jose Loop - Repair erosion*
- C33** *Candy Kitchen Rd. - Cleeaan gatttle guard and culvert, repair sinkhole*
Forest Road 193 - Blade and Shape.
Cutting ditch behind baseball field in Seboyeta due to flooding.

Co-op's

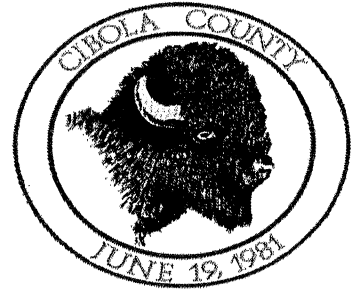
- C45** *Camino De Turquesa - Hauling base course.*
-

Cibola County Road Dept.

700 E. Roosevelt Suite 50

Grants NM 87020

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



MAINTENANCE REPORT

September 2021

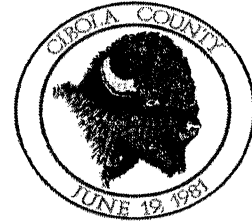
<u>Department</u>	<u>Unit Number</u>	<u>Total Parts & Oil</u>	<u>Hours Worked</u>	<u>Mechanic Rate</u>	<u>Total on Repair Order</u>
<u>Road</u>	<u>148</u>	<u>25.3</u>	<u>1</u>	\$ 18.40	\$ 43.70
<u>Road</u>	<u>154</u>	<u>731.44</u>	<u>4</u>	\$ 18.40	\$ 805.04
<u>Road</u>	<u>155</u>	<u>537.34</u>	<u>6</u>	\$ 18.40	\$ 647.74
<u>Road</u>	<u>157</u>	<u>27.07</u>	<u>1</u>	\$ 18.40	\$ 45.47
				<i>TOTAL</i>	\$ 1,541.95

Cibola County Road Dept.

515 W. High Street

Grants NM 87020

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



FUEL REPORT - CIBOLA COUNTY ROAD DEPARTMENT

September 2021

UNIT #	UNLEADED					
	VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
127	G-18473	#VALUE!	#VALUE!	N/U	0.000	\$ -
128	G-18464	#VALUE!	#VALUE!	N/U	0.000	\$ -
130	G-15638	#VALUE!	#VALUE!	N/U	0.000	\$ -
131	G-29800	#VALUE!	#VALUE!	N/U	0.000	\$ -
133	G-23696	0.23	13.38	640	47.843	\$ 147.01
138	G-95862	0.18	19.52	1,747	89.515	\$ 319.32
139	G-57384	#VALUE!	#VALUE!	N/U	0.000	\$ -
140	G-57619	#VALUE!	#VALUE!	N/U	0.000	\$ -
141	G-57618	0.19	17.79	263	14.786	\$ 51.00
146	146	#VALUE!	#VALUE!	N/U	0.000	\$ -
147	G-66164	0.17	17.95	535	29.804	\$ 91.34
148	G-66165	0.18	17.24	521	30.219	\$ 93.00
150	G-70482	0.22	13.61	645	47.391	\$ 143.94
151	G-78718	0.21	15.21	2,527	166.106	\$ 538.59
152	G-64239	0.14	21.85	819	37.477	\$ 117.74
153	G-86952	0.11	28.81	1,415	49.111	\$ 151.02
154	G-86953	0.12	25.04	1,844	73.654	\$ 224.72
155	G-86954	0.12	25.23	1,570	62.239	\$ 191.36
156	Diesel Air Compressor	#VALUE!	#VALUE!	N/U	0.000	\$ -
157	G-91750	0.17	18.17	2,461	135.473	\$ 413.00
TOTAL GAS					783.618	\$ 2,482.04

DIESEL FUEL						
UNIT #	VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
137	G-50237	0.18	19.28	465	24.114	\$ 86.00
209	G-18476	#VALUE!	#VALUE!	N/U	0.000	\$ -
212	G-30550	#VALUE!	#VALUE!	N/U	0.000	\$ -
213	G-30549	#VALUE!	#VALUE!	N/U	0.000	\$ -
214	G-38441	#VALUE!	#VALUE!	N/U		\$ -
215	G-67372	#VALUE!	#VALUE!	N/U	0.000	\$ -
216	G-67371	#VALUE!	#VALUE!	N/U	0.000	\$ -
217	G-70782	0.56	6.28	392	62.391	\$ 220.18
218	Distributor	#VALUE!	#VALUE!	N/U	0.000	\$ -
219	Water Truck	#VALUE!	#VALUE!	N/U	0.000	\$ -
220	New Transport	0.82	4.39	2,138	486.782	\$ 1,745.07
221	New Dump Truck	0.54	6.59	2,460	373.416	\$ 1,336.00
222	New Dump Truck	0.46	7.79	2,087	267.979	\$ 952.03
305	305	#VALUE!	#VALUE!	N/U	0.000	\$ -
306	306	#VALUE!	#VALUE!	N/U	0.000	\$ -
307	307	#VALUE!	#VALUE!	N/U	0.000	\$ -
308	308	5.65	0.63	25	39.421	\$ 141.16
309	309	#VALUE!	#VALUE!	N/U	0.000	\$ -
310	310	17.94	0.20	14	70.395	\$ 251.16
311	311	#VALUE!	#VALUE!	N/U	0.000	\$ -
312	312	#VALUE!	#VALUE!	N/U	0.000	\$ -
313	313	#VALUE!	#VALUE!	N/U	0.000	\$ -
314	314	14.00	0.25	10	39.227	\$ 140.00
416	416	12.61	0.29	81	283.198	\$ 1,021.23
417	417	9.82	0.36	71	194.601	\$ 697.25
418	418	13.26	0.27	31	114.598	\$ 411.18
419	419	12.50	0.30	12	40.552	\$ 150.00
420	420	13.25	0.27	75	276.155	\$ 994.00
501	501	#VALUE!	#VALUE!	N/U	0.000	\$ -
525	525	#VALUE!	#VALUE!	N/U	0.000	\$ -
Extra Fuel	Extra Fuel	#VALUE!	#VALUE!	N/U	0.000	\$ -
TOTAL DIESEL					2272.829	\$ 8,145.26

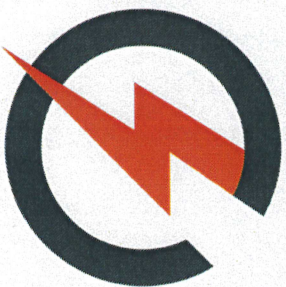
***N/U = NOT USED**



9a.

Presentation

Red Bolt/Continental Divide
Board Band Expansion

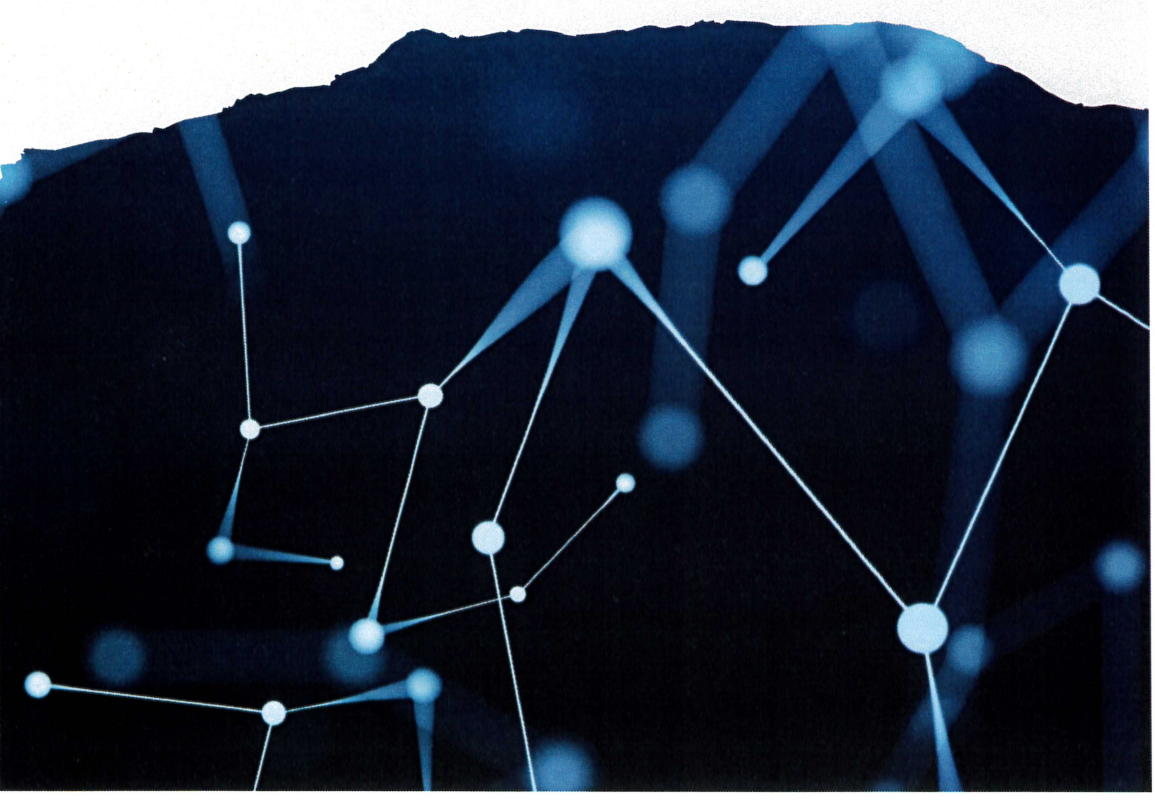


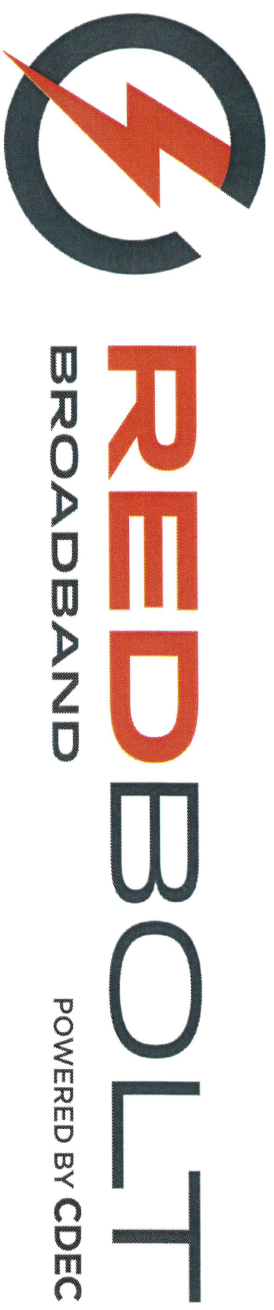
REEDBOLT

BROADBAND

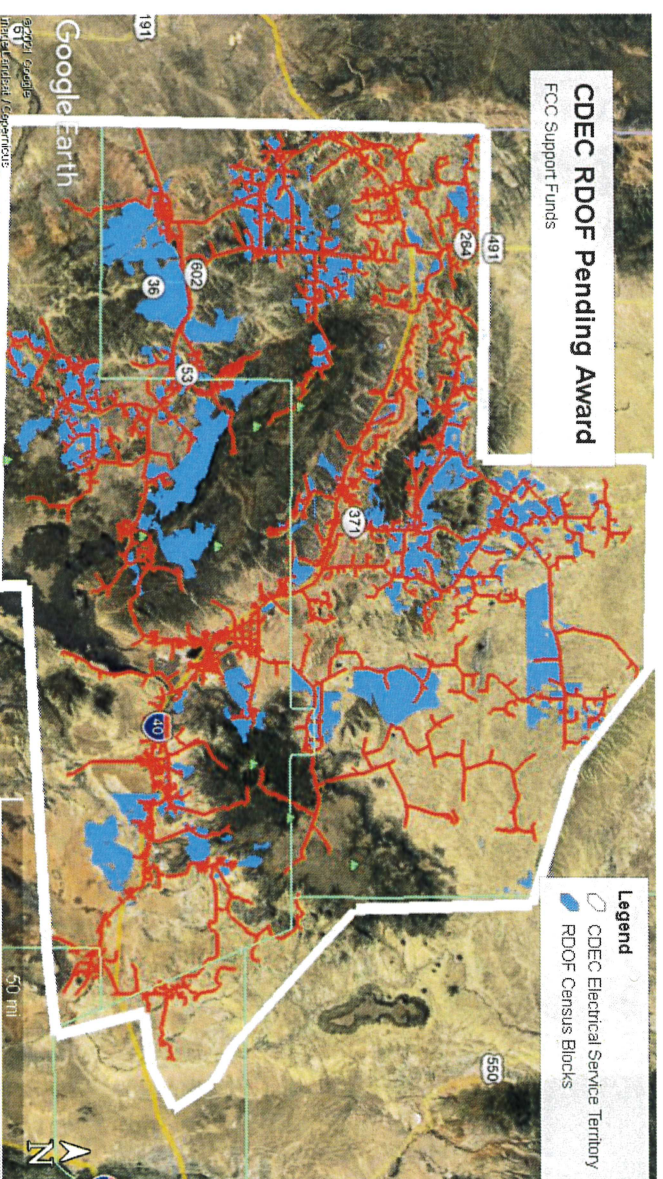
POWERED BY CDEC

Background and project Funding





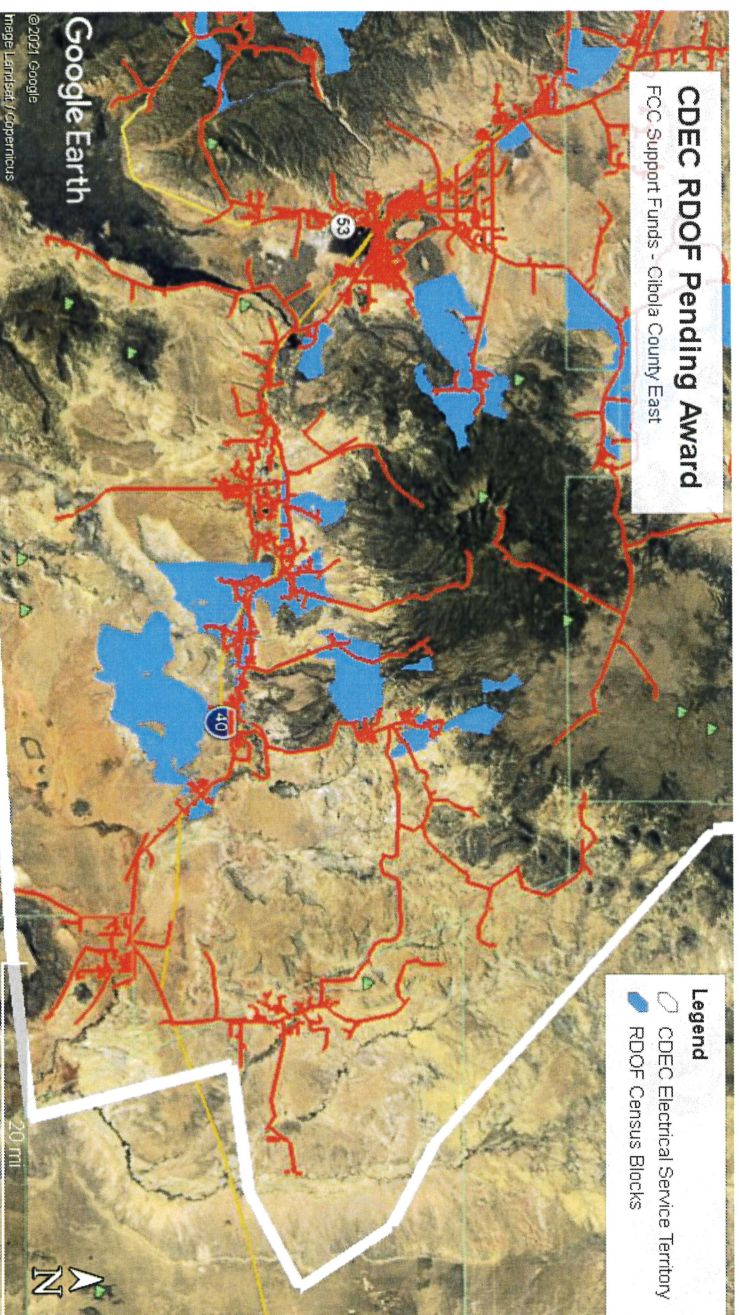
RED BOLT RDOF CENSUS BLOCKS





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BROADBAND
POWERED BY CDEC

RED BOLT RDOF CENSUS BLOCKS

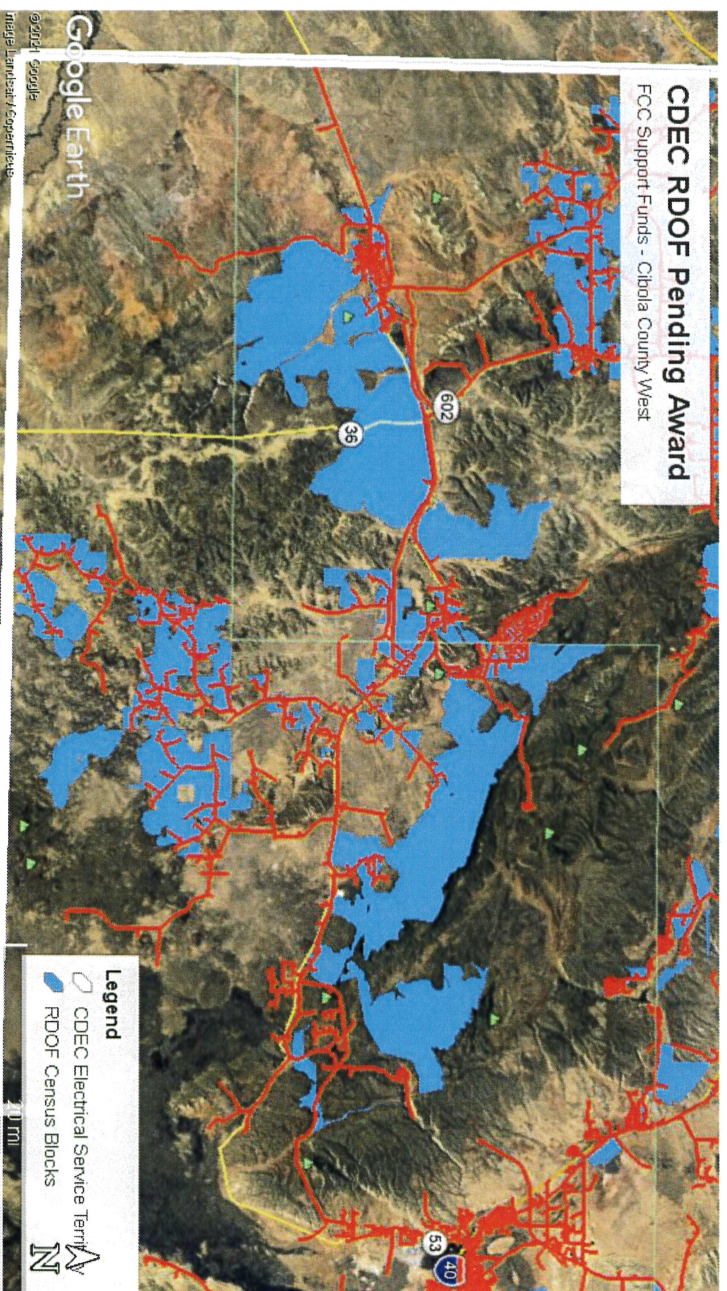




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RED BOLT RDOF CENSUS BLOCKS

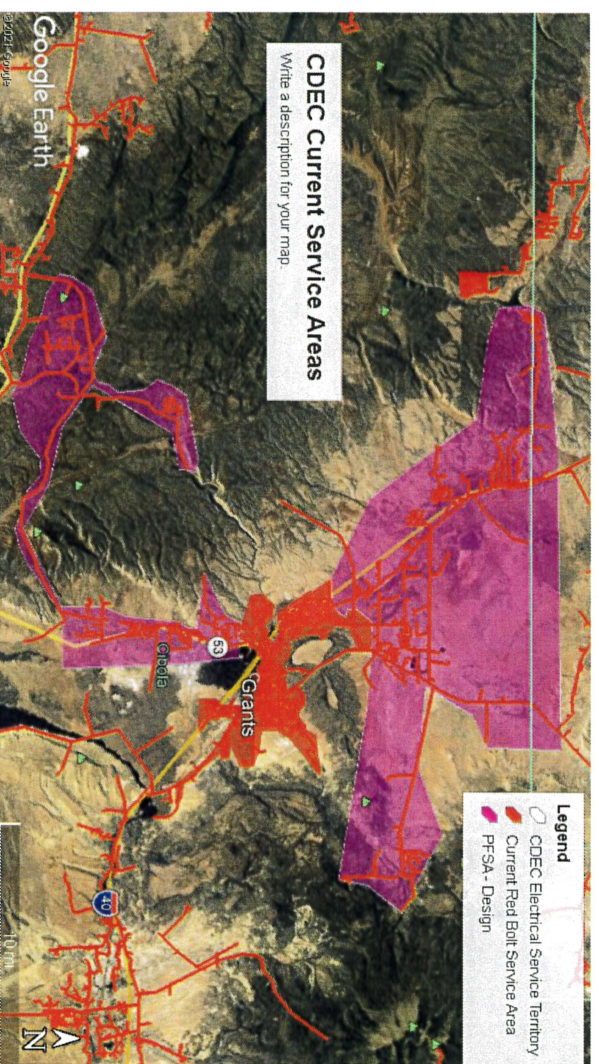




REEDBOLT
BROADBAND

POWERED BY CDEC

RED BOLT CURRENT SERVICE AREAS
& UNDER CONSTRUCTION

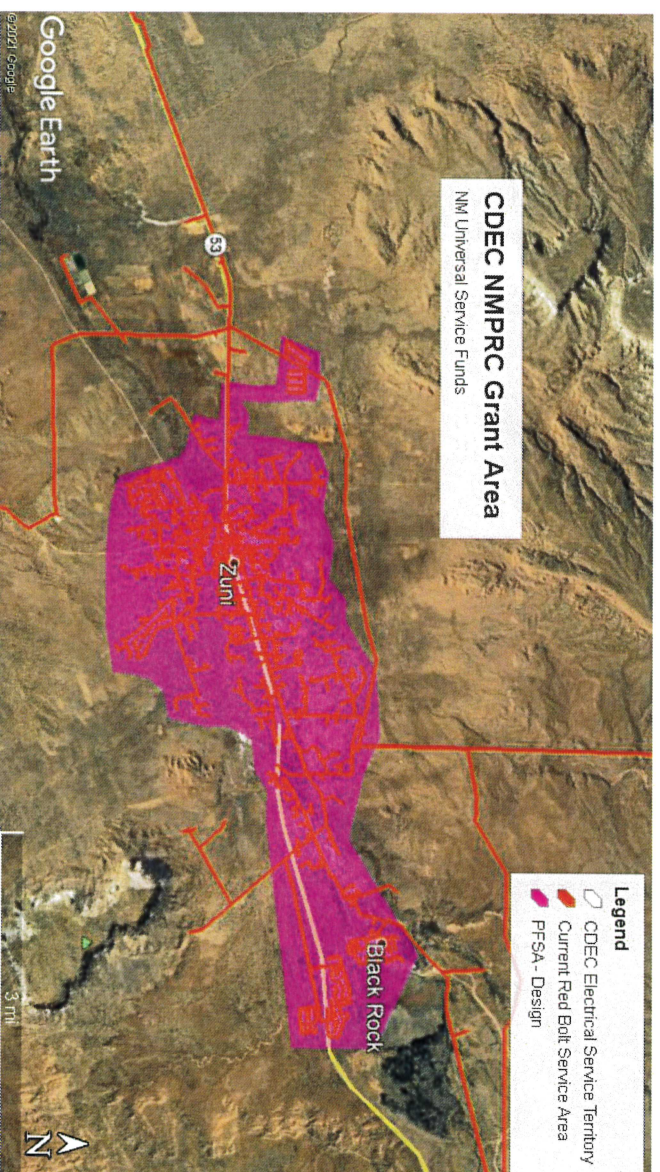




REEDBOLT
BROADBAND

POWERED BY CDEC

RED BOLT PRC GRANT FUNDING AREA





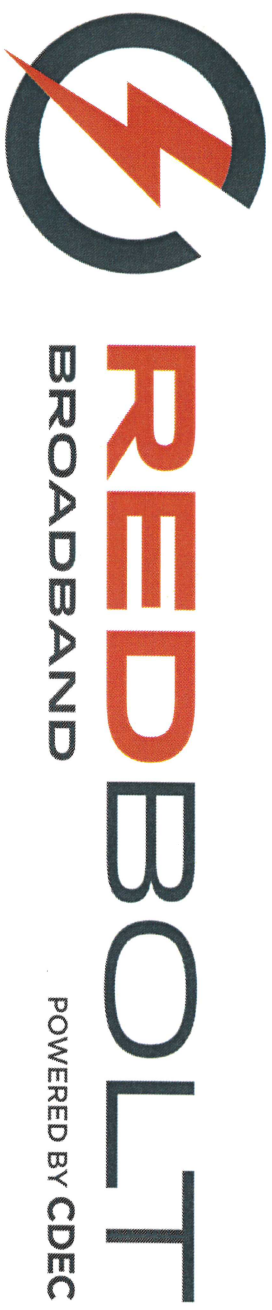
REEDBOLT
BROADBAND
POWERED BY CDEC

RED BOLT SEBOYETA AREA

Estimated Total Cost:
\$1.8 Million

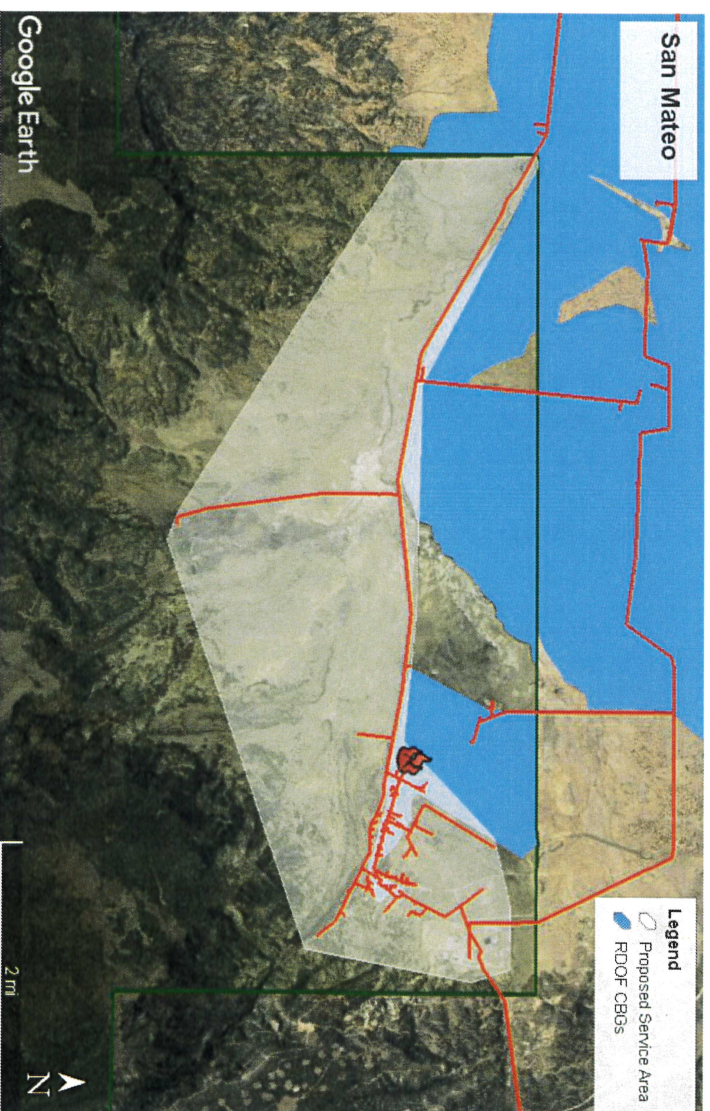
ARP Funding Request:
\$647,640.00





RED BOLT SAN MATEO AREA

Estimated Cost and
Funding Request:
\$1.2 Million

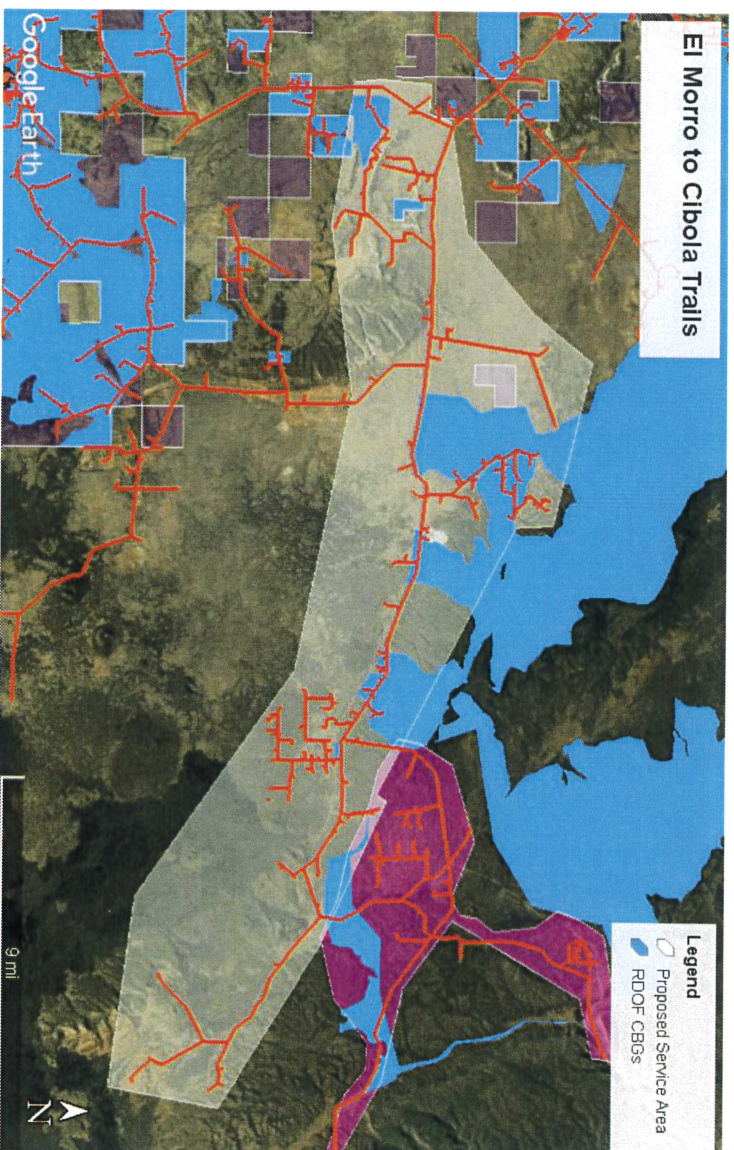


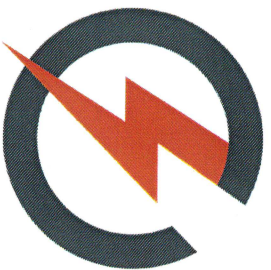


REEDBOLT
BROADBAND POWERED BY CDEC

RED BOLT EL MORRO / CIBOLA TRAILS AREA

Estimated Cost and
Funding Request:
\$4.95 Million





REEDBOLT
BROADBAND **POWERED BY CDEC**

Who is Red Bolt?

- A growing division of Continental Divide Electric Cooperative
- Experienced Local Telecommunications staff
- Focused on sustainability and member satisfaction
- Community Driven Not-For-Profit
- Serving the Grants/Milan communities since 2017



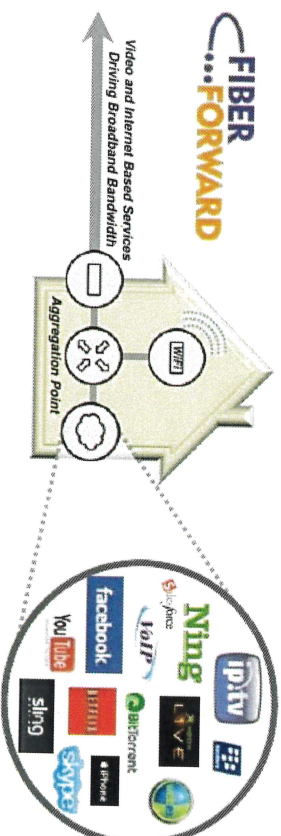
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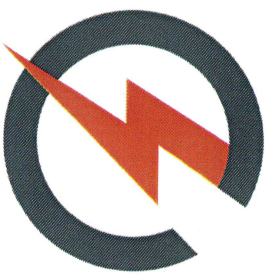
BROADBAND

POWERED BY CDEC

Why Fiber to the Premise?

- Reliable headline connectivity
- Supports all modern technologies
 - Streaming Video
 - Voice over IP – telephony
 - Large data transfers
 - Remote computing
- Minimum 20-year lifespan
- Provides Internet that “Just Works”





REEDBOLT
BROADBAND **POWERED BY CDEC**

Why Red Bolt?

- Member/Subscriber focused Services Team
- Self owned and provisioned core network
- Multiple independent routes to the Internet
- Not reliant on any single Tier 1/2 provider network
- Investing in the local community
- Residential services starting at \$49.95 per month



REEDBOLT
BROADBAND **POWERED BY CDEC**

Funding Sources for Broadband Infrastructure

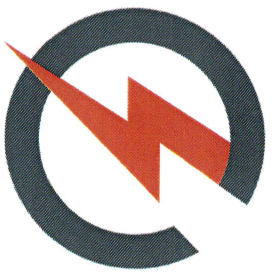
- Federal
 - Rural Utility Service Grants and Loans
 - Reconnect, Community Connect
- Federal Communications Commission
 - Rural Digital Opportunity Fund, other previous auctions Connect America Fund I & II
 - Universal Service Funds: E-Rate, subsidy programs
- National Telecommunications and Information Administration
 - Infrastructure, Telehealth, Educational services grants; CARES and other pandemic relief programs
- Economic Development Administration
 - Economic Development grants



REEDBOLT
BROADBAND **POWERED BY CDEC**

Funding Sources for Broadband Infrastructure

- State
 - State Universal Service Funds: NM Public Regulation Commission grants and subsidy programs
 - New Mexico Finance Authority: Loan programs for economic development
 - Broadband office; State funded grants, Federally funded infrastructure grants and pandemic relief funds
- Local/Community
 - Tribal entities – designated funding for use on Tribal lands from State or Federal sources
 - County – Infrastructure grants from Federal or State funds for partnerships
 - Private entities – Key Accounts for supporting revenue
 - School systems – Access to federal funding and key accounts
 - Continental Divide Electric Cooperative – Self funding for electrical system improvements
- Other



REEDBOLT
BROADBAND POWERED BY CDEC

Discussion and Questions

Seboyeta Communities			
	RDOF/CDEC	Cibola County ARP	Total
Estimated Miles of Plant	18.66	10.55	29.21
Estimated Locations	119	60	179
Engineering, Mapping & Management	\$ 117,400.00	\$ 64,764.00	\$ 182,164.00
Infrastructure Make Ready	\$ 200,375.76	\$ 113,273.66	\$ 313,649.42
Infrastructure Backhaul	\$ -	\$ -	\$ -
Infrastructure Main Line	\$ 620,128.24	\$ 350,562.34	\$ 970,690.58
Customer Premise Drops & Fiber Install	\$ 236,096.00	\$ 119,040.00	\$ 355,136.00
Total Budget	\$ 1,174,000.00	\$ 647,640.00	\$ 1,821,640.00

San Mateo	
Estimated miles of plant	19
Estimated Locations	86
Engineering, Mapping & Management	\$ 113,305
Infrastructure Make Ready	\$ 204,000
Infrastructure Backhaul	\$ 170,000
Infrastructure Main Line	\$ 505,000
Customer Premise Drops & Fiber Install	\$ 254,054
Total Budget	\$ 1,246,359

El Morro to Cibola Trails	
Estimated miles of plant	73
Estimated Locations	196
Engineering, Mapping & Management	\$ 450,466
Infrastructure Make Ready	\$ 1,737,100
Infrastructure Backhaul	\$ -
Infrastructure Main Line	\$ 2,378,700
Customer Premise Drops & Fiber Install	\$ 388,864
Total Budget	\$ 4,955,130



10a.

Fence Lake

Annual Performance Review

Project Summary/History

For the benefit of those Commission members who were not present in 2017, this will serve as a brief summary of Cibola County Ordinance No. 17-04 "An Ordinance Adopting The Fence Lake Community Association Local Economic Development Project and Project Participation Agreement."

Fence Lake, NM is located in Cibola County. It includes a parcel of land on which a community center and log cabin building are sited. This parcel has changed ownership several times in the past, and was owned by Cibola County until October 2017. While it was owned by Cibola County, it was maintained and used regularly by the Fence Lake Community Association (FLCA.)

In October 2017, the land and buildings were deeded over to the FLCA. This transaction was made possible through the Local Economic Development Act (LEDA.) This Act allowed for Cibola County and FLCA to enter into a ten year Project Participation Agreement (PPA.) During the ten year period, FLCA holds a reversionary deed to the land and buildings, and agrees to satisfy the provisions of the PPA.

This annual presentation is required by the PPA, and FLCA looks forward to annually sharing our progress toward the other provisions with Cibola County during the October Board of County Commissioners meeting.

To: Cibola County Economic Development Foundation and Board of Cibola County
Commissioners
From: Fence Lake Community Association
Date: October 10, 2021
Re: LEDA Project Annual Review

This report is to satisfy Section 7.2 of Cibola County Ordinance No. 17-04 "An Ordinance Adopting The Fence Lake Community Association Local Economic Development Project and Project Participation Agreement."

With this summary report, Fence Lake Community Association ("FLCA") will demonstrate compliance with Section 4 "Specific Measurable Objectives."

Per 4.1, the property was used as a community center for meetings, functions, and recreation five (5) or more times each calendar year.

Supporting Data:

Deed transferred to FLCA 10/27/17

Town meetings held: 4/7/21, 5/5/21, 6/2/21, 7/7/21, 8/4/21, 9/1/21, 10/6/21

Town functions held:

Halloween Party 10/31/20

Funeral Reception 7/24/21

Fourth of July Parade and Picnic 7/3/21

Fence Lake Reunion 7/30/21 and 7/31/21

Game Night 10/16/21

Per 4.2, the building was available for use as a polling place and as a fire department training facility.

Supporting Data: Fire Department truck pump test 10/30/20
Fire Department driver training 11/13/20

Per 4.3, FLCA has performed maintenance, repairs, and improvements to the property, sufficient to preserve its value.

Supporting data: Exterior windows resealed in the exercise room. Exterior trim painted on west side of building. Cooler units purchased and installed. New roof surface on the north end of the community center. Blinds installed in library. Blinds ordered for auditorium.
Community Center Workdays: 6/4/21, 7/13/21, 7/27/21, 8/7/21, 10/2/21

Per 4.4, FLCA has used the building for cultural and educational purposes by establishing a library, making the property available for the Fence Lake Reunion activities, and working to establish internet connectivity.

Supporting data: The library is open Saturdays, Community Meeting days, and Bookmobile days for circulation of materials, and also available by appointment for use as a meeting space. The Fence Lake Reunion was held in July. The CellularOne tower is functioning and cellular internet is available throughout Fence Lake.

Per 4.5, FLCA has held a farmers' market on the property to provide fresh produce, baked goods, and other items to the community.

Supporting data:

Outdoor Farmers' Market dates: 6/12/21, 7/10/21, 8/14/21, 9/18/21

In accordance with Section 7.2, FLCA requests written notification of any unsatisfactory performance or progress toward goals. Please submit such notification via email to: jill.mariposa@gmail.com and kathleengibson636@yahoo.com at your earliest convenience.

Respectfully submitted,
Jill Andrews



10b.

JPA Between County and Village

Rockin' 66 Express Public Transit Service

**JOINT POWERS AGREEMENT ESTABLISHING
THE ROCKIN 66 EXPRESS**

This joint powers agreement ("JPA") entered into effect the 19th day of September, 2020, by and among **Cibola County, New Mexico**, a political subdivision of the State of New Mexico (hereinafter referred to as "County"), **the City of Grants, New Mexico**, a municipal corporation of the State of New Mexico, (hereinafter referred to as "City") and **the Village of Milan, New Mexico**, a municipal corporation of the State of New Mexico, (hereinafter referred to as "Village"), (collectively the "Parties" or individually a "Party") and is made pursuant to the provisions of ss 11-1-1 *et.seq.* NMSA 1978, 4-37-1 *et.seq.* NMSA 1978 and 3-52-1 *et.seq.* NMSA 1978.

WHEREAS, § 11-1-1 *et.seq.* NMSA 1978 (the "JPA Act") provides that any county and any municipality may enter into agreements to cooperate and assist each other in exercising and performing any power, authority, duty or function legally invested in them;

WHEREAS, pursuant to § 3-52-1 NMSA 1978 *et.seq.* both the City, and the Village are empowered and have the authority to created and operate Municipal Transit System (Rockin 66 Express)s;

WHEREAS, pursuant to § 4-37-1 NMSA 1978, the County has many of the same powers and authorities as municipalities inclusive of the authority to create and operate a transit system pursuant to § 3-52-1 NMSA 1978 *et.seq.*;

WHEREAS, pursuant to the JPA Act, the County, the City and the Village wish to jointly exercise this power to so create and operate a Municipal Transit System (Rockin 66 Express) as permitted and allowed pursuant to § 3-52-1 NMSA 1978 *et.seq.* and further desire to enter into this JPA to exercise this common power;

WHEREAS, pursuant to § 3-52-31 NMSA 1978, a finding as required by § 3-523A has been made in resolutions by each of the Parties; such resolutions were then passed by an affirmative vote of at least two-thirds of their respective elected members; these resolutions were then published in full in a daily newspaper of general circulation in the respective municipalities or jurisdiction; thirty (30) days has now passed since such publications; and no petitions in the manner described in § 3-52-3A NMSA 1978 have been submitted to any of the Parties;

WHEREAS, the Parties have determined that there is a need within Cibola County, the City of Grants, the Village of Milan and the surrounding area, for a transit system providing transportation to residents and visitors;

WHEREAS, in furtherance of the meeting of this need and in accordance with statutory authorization, the Parties have applied for and been awarded a Federal grant for the purpose of purchasing, operating and administering capital equipment for a public transit system;

WHEREAS, pursuant to the JPA Act, the Parties desire to enter this JPA to jointly create and operate a municipal transit authority in the manner herein described.

WHEREAS, pursuant to the mentioned statutes, the Parties may appoint a board to administer or execute the agreement; and

WHEREAS, the Parties wish to begin operation of a public transit system and establish control of its administration and performance, as well as the financing of such system, and to confirm the establishment of the board (the "Municipal Transit System (Rockin 66 Express) Board") for the purpose of governing aspects of maintaining, managing, operating and regulating the Municipal Transit System (Rockin 66 Express) as set forth herein on behalf of the County, the City and the Village.

NOW, THEREFORE, all Parties having resolved to do so in meetings duly assembled and as required under the procedure as set forth in § 3-52-1 et.seq. . NMSA 1978, and in consideration of the foregoing and of the cooperation to be had between the Parties and the performance of the promises contained herein, the Parties hereto agree as follows:

1. Purpose. The purpose of this JPA is to establish the procedures and responsibilities for the joint and cooperative undertaking of the Parties in establishing and operating a transit system providing transportation between various points within the City, the Village, the County and the surrounding area in accordance with applicable laws.
2. Commencement, Duration, Termination and Dissolution. This agreement shall commence on the date of approval by the New Mexico secretary of Finance and Administration following its adoption and approval by the Parties herein and shall continue for a period of three (3) years. However, at the end of each fiscal year, the Parties shall review this agreement and may determine whether they wish to continue its operation. Any Party may terminate its participation in this agreement at any time by giving a 30-day notice of such intent to terminate to the other Parties. However, no Party may terminate its participation in this agreement if the effect of said termination would violate the provisions of agreements with third parties or cause or constitute a breach of any contract with third parties. In the event of termination by one of the three original Parties to this agreement, the remaining Parties may continue their participation and operation of the Municipal Transit System (Rockin 66 Express) under this JPA, subject to § 3-52-4(F) NMSA 1978 in the event the County is the withdrawing Party. In the event of any such termination by one of the three original Parties, any property or funds originally belonging to such terminating Party that were contributed by it to the Municipal Transit System (Rockin 66 Express) remain the property of the Municipal Transit System (Rockin 66 Express).
3. Amendments. Any amendments to this agreement shall be effective only upon the mutual execution of an amending document, and approval by the New Mexico Department of Finance and Administration.
4. Name. The project established by this agreement may be known as the Rockin 66 Express.

5. Board. There is hereby created a Board, which shall be known as the Municipal Transit System (Rockin 66 Express) Board, to consist of an even number of not fewer than six (6) members equally apportioned among the Parties, who shall be qualified electors of Cibola County and whose function shall be to carry out the purposes of this Agreement, as the same may be delegated to the Rockin 66 Express in this agreement. All members shall be appointed by two (2) each respectively by the Board of County Commissioners of the County, the City Council of the City and the Board of Trustees of the Village. The terms of the current appointees are to be either for one (1) year or two (2) years for each appointee from a respective entity, at the discretion of the body so appointing for their respective appointees for the Federal Fiscal Year. Thereafter, appointments shall be for a full term and shall be for three (3) years, beginning with the first day of Federal Fiscal Year from the year of being appointed a board member. Pursuant to § 11-1-6 NMSA 1978, members serving on the Municipal Transit Board shall not be individually liable for any actions, inactions, or omissions of the Municipal Transit Board, except for their intentional torts or illegal acts. Members of the Municipal Transit Board may be removed and replaced by action of the Party appointing that member. Decisions of the Board shall be by majority vote with a quorum of the Members present. A quorum shall be one-half (h) of the members as currently then appointed.
6. Delegation of Authority for Operation, Regulation Control and Maintenance of Property, Facilities and Programs. The Parties hereby delegate to the Municipal Transit Board the authority to control, maintain, manage, operate and regulate the transit system described herein, whether individually or jointly owned, as well as all related equipment and facilities. such authority shall specifically include the routing and scheduling of bus services, establishing fares, advertising, and seasonal adjustments to bus services.
7. Interest of the Parties in Property, Facilities and Equipment. The furnishings, fixtures, equipment, capital improvements, and systems (including leased property) acquired by the Municipal Transit System (Rockin 66 Express) shall be deemed the property of the Parties. Each Party shall, along with other Parties at the time of the acquisition, own an equal undivided interest in the property so acquired. For purposes of emphasizing rather than contradicting the previous sentence, no Party shall have any ownership interest in any property acquired by the Municipal Transit System (Rockin 66 Express) after the Party has terminated its participation in this JPA. Upon dissolution of the Municipal Transit System (Rockin 66 Express), all property so acquired and then owned by the Municipal Transit System (Rockin 66 Express) and not otherwise required to be returned or assigned shall be allocated among the Parties on the basis of their respective ownership interests in the property.
8. Financing and Budget. The County, the City, and the Village shall each initially finance this joint and cooperative undertaking by the appropriation by each Party of funds for the purpose of meeting local match requirements as set forth in the Federal Fiscal Year Federal Transit Administration (FTA) 5311 Grant Agreement and in accordance with the following schedule:

Cibola County, City of Grants, Village of Milan:

Administration = 20% of the awarded grant for the Federal Fiscal Year
Operation = 50% of the awarded grant for the Federal Fiscal Year

Future appropriations by the County, the City, and the Village, for this purpose, shall be made in accordance with a schedule to be agreed upon annually at a meeting called for such purpose on or about May 15 and upon proper notice. In no event shall the Parties be assessed any additional fees thereafter in any fiscal year without the consent of all the Parties.

9. Additional sources of Funding. Each Party's financial obligation may be financed from any legal source, including by excise, sales, or other taxation allowed by law or by in-kind contributions. The Municipal Transit System (Rockin 66 Express) is specifically authorized to receive and accept donations, gifts, contributions, or grants from any source, if they are used solely for permitted purposes under the terms of this JPA. In addition, the Municipal Transit System (Rockin 66 Express) is specifically authorized to cooperate with any of the Parties, or any other agencies or officers of the state of New Mexico, or agencies or officers of the United States for authorizations from or through those agencies or officers for such additional funding.
10. Fiscal Agent. The Parties agree that the fiscal agent and lead agency for the Municipal Transit System (Rockin 66 Express) shall be the Village. The fiscal agent shall be responsible for accounting and administration of all funds necessary to operate the Municipal Transit System (Rockin 66 Express) and shall do so such to provide for the strict accountability of all receipts and disbursements. As lead agency, the Village shall monitor the actions of The Municipal Transit System (Rockin 66 Express). The Parties shall have the right to take corrective action at any time, including terminating this JPA, if they believe that The Municipal Transit System (Rockin 66 Express) is not properly performing its duties.
11. User Charges and Reserve Funds. The Municipal Transit System (Rockin 66 Express) may provide for and collect user charges and fees for the purpose of funding the transit system. In addition, the Village is specifically authorized to acquire and maintain reserve funds for The Municipal Transit System (Rockin 66 Express). Upon dissolution of The Municipal Transit System (Rockin 66 Express) any funds remaining and unobligated shall be divided equally among the Parties at the time of dissolution.
12. Fiscal Year. The fiscal year of the Municipal Transit System (Rockin 66 Express) shall be October 1st to September 30th of each year. The Municipal Transit System (Rockin 66 Express) shall prepare and submit its proposed budget, together with its proposed operating plan, to the Parties no later than May 5th of each year. The operating plan shall be sufficiently detailed as to the nature and extent of any major new management decisions, proposed capital projects or expenditures, and personnel hiring. All Parties to this Agreement must approve each such budget inclusive of the parties' contributions for that budget year. Upon approval of the Municipal Transit System (Rockin 66 Express)'s budget by the Parties, the Municipal Transit System (Rockin 66 Express) shall not be required to seek subsequent approval of expenditures from these agencies. The Municipal Transit System (Rockin 66 Express) will then provide the Parties with reports detailing its activities and expenditures on a quarterly basis.
13. Method of Operation. The Parties agree that, in the interest of efficiency and in order to avoid unnecessary redundancies and make optimal use of established fiscal, personnel, insurance and other arrangements, the Municipal Transit System (Rockin 66 Express) and its

departments shall operate utilizing the Village's personnel policies, fiscal management and auditing, retirement and health and medical insurance, and casualty and personal liability insurance. All costs incurred by the Village on behalf of the Municipal Transit System (Rockin 66 Express) shall be paid for from the Municipal Transit System (Rockin 66 Express)'s budget. The approved Municipal Transit System (Rockin 66 Express) shall be administered as a part of the Village's budget, and the Village shall be responsible for performing all required audits and reporting to appropriate agencies for the fiscal year as approved.

14. Management. Within the foregoing constraints, the day to day control, management, supervision, operation, and regulation of the transit system and facilities shall be under the administration of the Municipal Transit System (Rockin 66 Express). No new obligations to engage in the management, control, maintenance, or supervision of property, facilities or programs may be delegated to the Municipal Transit System Board by the Parties, or assumed by the Municipal Transit System Board, without the approval of all Parties to this Agreement. No capital projects may be undertaken and no unbudgeted capital expenditures exceeding Five Hundred Dollars (\$500) may be incurred without the prior approval of the Municipal Transit System Board.
15. Agents and Employees. The Municipal Transit System Board shall, in carrying out the purposes, duties and functions set forth herein, have the authority to contract with organizations providing services, funding or facilities needed to carry out the purposes of this Agreement. All with such organizations shall be approved, in advance, by the Parties. The Municipal Transit System Board shall also conduct performance reviews of the Director and shall be responsible for the hiring, dismissal and management of the Director, utilizing the Village's personnel policies. The hiring, dismissal and management of the Municipal Transit System (Rockin 66 Express)'s employees shall be under the purview of the Director, pursuant to then applicable policies and procedures of the Village.
16. Prior Agreements. This agreement, while intended to memorialize prior arrangements, shall supersede any and all prior agreements between the Parties with respect to the Grants-Milan-Cibola County Joint Powers Transit Project, and all such prior agreements, arrangements and understandings are hereby rescinded and rendered null and void hereafter. This Agreement contains the entire agreement between the Parties concerning the joint and cooperative establishment, management, and operation of this transit system and facilities.
17. Notice. Notice to be given to the Parties shall be regular mail, mailed at least five (5) days in advance of a meeting or action to the Parties at their respective addresses which are as follow:
County: County Manager, Cibola County, 700 East Roosevelt, Grants, New Mexico 87020.
City: City Manager, City of Grants, P. O. Box 879, Grants, New Mexico 87020. Village:
Village Manager, Village of Milan, P. O. Box 2727, Milan, New Mexico 87021.
18. Liability. Each of the Parties shall be solely responsible for fiscal or other sanctions, penalties or fines occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of this JPA. Each Party shall be liable for its acts or failure to

act in accordance with this JPA, subject to the immunities and limitations of the New Mexico Tort Claims Act.

19. Headings. The section headings are for convenience of reference only and shall not otherwise affect the meaning hereof.
20. Amendment. This JPA shall not be altered, changed or amended except by instrument in writing executed by the Parties and approved by the Department of Finance and Administration.
21. Appropriations. Performance of this JPA is contingent upon sufficient authority and appropriations granted by the New Mexico state Legislature to the extent so required.
22. Governing Law. This JPA shall be governed by and construed according to the law of the state of New Mexico.
23. Department of Finance and Administration Approval. This JPA shall be of no force and effect until approved in writing by the Department of Finance and Administration for the state of New Mexico.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on behalf of the Parties hereto, to be effective as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF CIBOLA COUNTY, NEW MEXICO

By: _____
Chairperson

Date: _____

ATTEST:

County Clerk

CITY OF GRANTS, NEW MEXICO
By: Mat. W. Scil
Mayor

Date: FEB. 24, 2021

ATTEST:

Juan Arce Clements
City Clerk

VILLAGE OF MILAN, NEW MEXICO
By: Phil D. Beyer
Mayor

Date: 10/10/2020

ATTEST:

Debra M. Beyer
Village Clerk

Approved:

DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____

Date: _____



10c.

Broadband Service

Requesting Use of ARPA Funds-Please see 9a.
Presentation for backup



10d.

Floodplain
Development
Permit 2021-04

Cowboy Road

Cibola County Floodplain Development Permit Application

Application # FP 2021-04 ☒ Use Permit ☐ Variance ☐ Appeal
Permit Fee \$25.00

Date 10/6/2021

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.

Jenna Bland

(Print name of Agent/Owner)

Jenna Bland
(Signature of Agent/Owner)

Date

9/29/21

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

Owner or Agent Jenna Bland

Owner Name (if agent) _____

Mailing Address 2032 Zuni Canyon City G Grants

Property Address (from County Addressor) 5 Cowboy Rd.

State NM Zip Code 87020 Phone (505) 859-9062

Engineer Alfred

Property Legal Description TRACT 6 28, T 11 N, R 10 W, N.M.P.H.

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): 6544.20 ft. (NAVD1988)

Highest adjacent grade at the development site (natural ground): 6545.20 ft. (NAVD1988)

Lowest adjacent grade at the development site (natural ground): 6545.20 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 5th 100_{Am} Day of October, 20 21

[Signature]
(Signature of Agent/Owner)

[Signature]
(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:

After
Set
with
Threshold

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.

1st INSPECTION DATE _____ BY _____ DEFICIENCIES? ☐ Yes ☐ No

2nd INSPECTION DATE _____ BY _____ DEFICIENCIES? ☐ Yes ☐ No

1st Elevation Certificate Date _____ Final Elevation Certificate Date _____

Certificate of Compliance issued: DATE _____ BY _____

FLOODPLAIN MANAGER

Application Action Taken: ☐ Approved ☐ Denied ☐ Other _____

Floodplain Administrator Date

CIBOLA COUNTY COMMISSIONERS APPLICATION

Action Taken: ☐ Variance ☐ Appeal ☐ Approved ☐ Denied ☐ Other _____

Commission Action Confirmed By: _____
Floodplain Administrator Date of BCC meeting



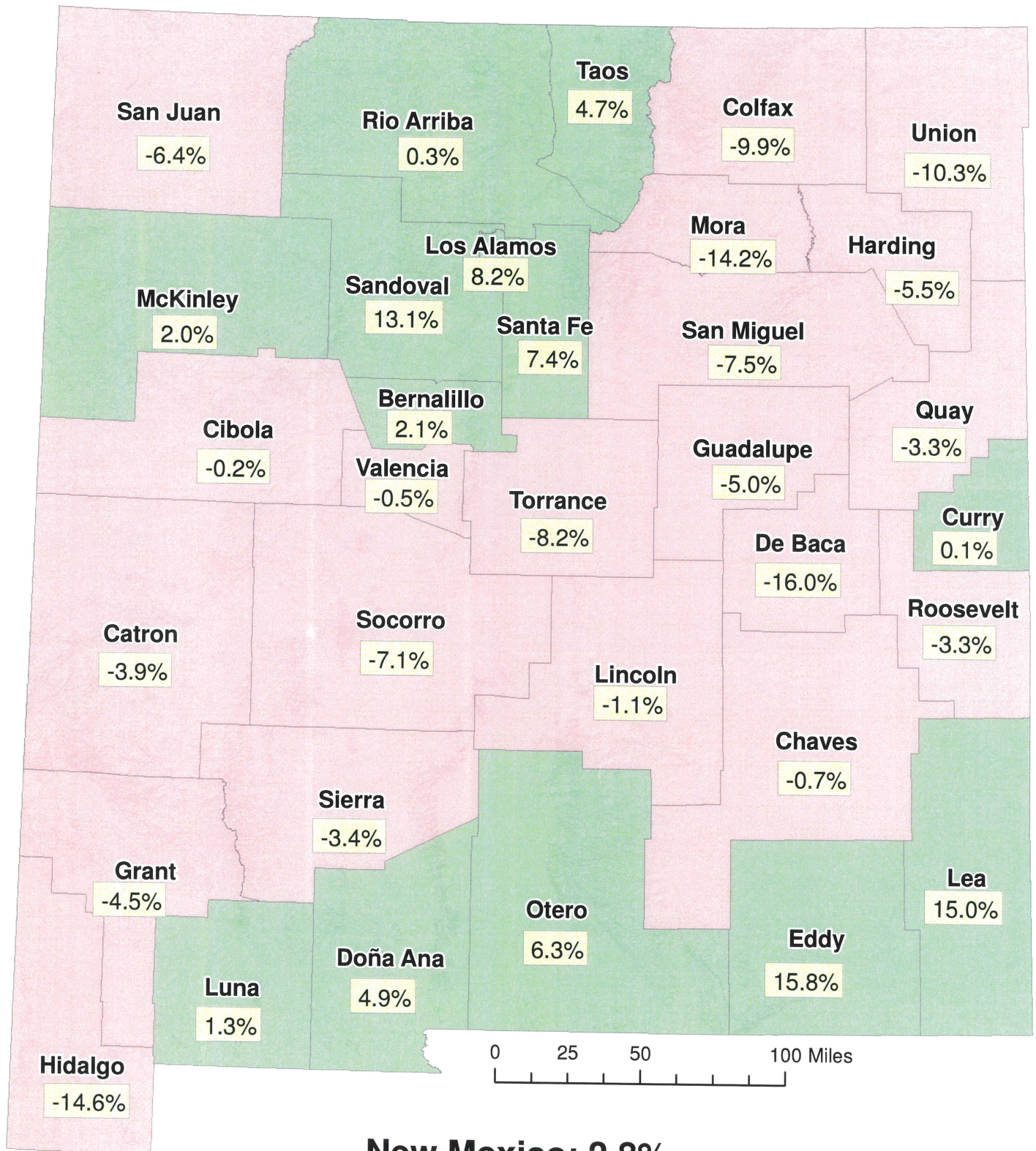
10e.

2020 Federal Census Redistricting

Cibola County Commissioners Precincts Only

New Mexico Counties

Percent Population Change: 2010 to 2020

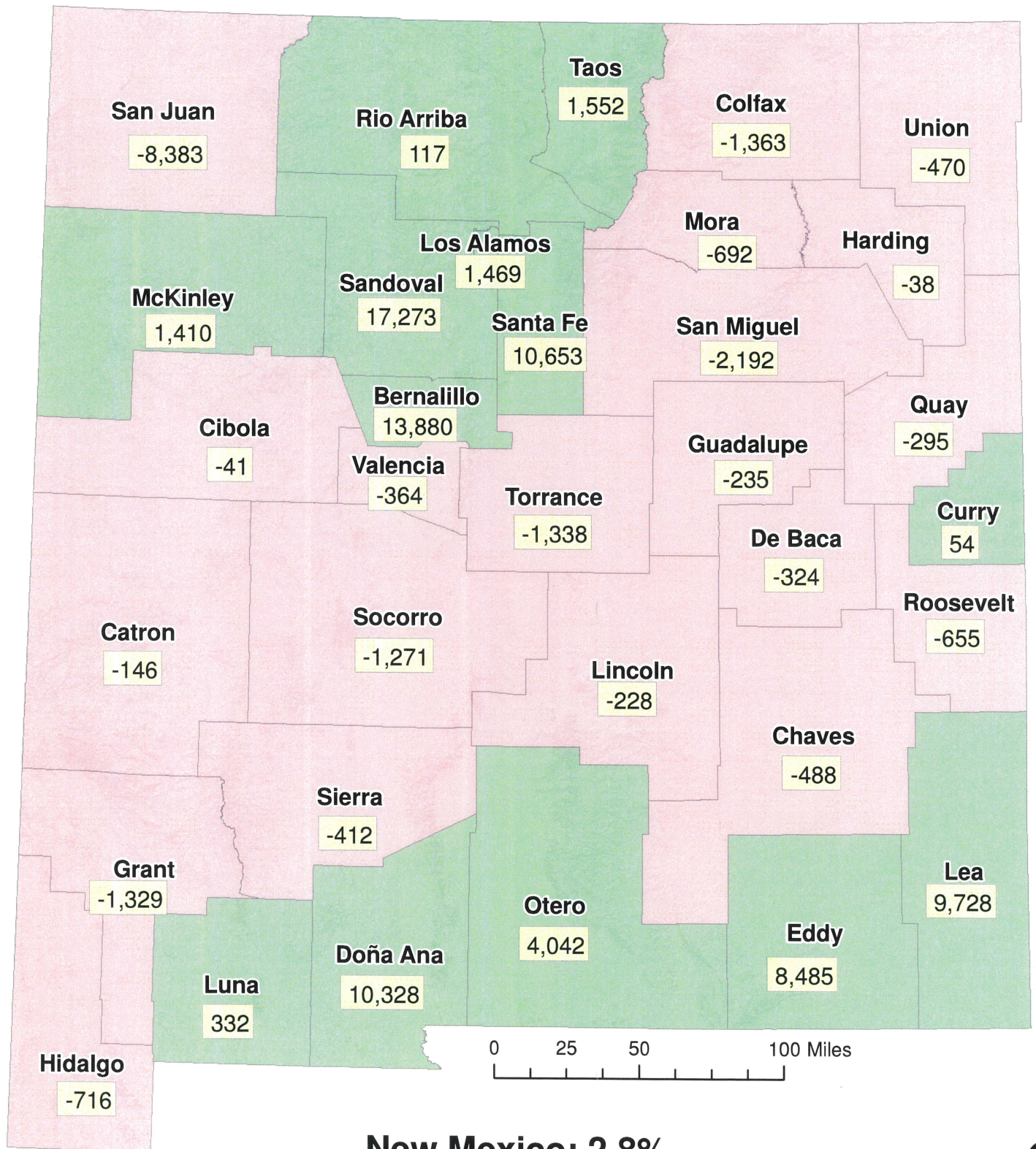


New Mexico: 2.8%



New Mexico Counties

Population Change: 2010 to 2020



New Mexico: 2.8%





10f.

Resolution 21-51

FY22 Budget Adjustment No. 1

Cibola County Commission

Daniel J. Torrez, Chairman
Martha Garcia, 1st Vice-Chair
Christine Lowery, 2nd Vice-Chair
Ralph Lucero, Commissioner
Robert Windhorst, 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. 2021-51 BAR #1

Fiscal Year 2021

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 2021-51A** 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 2022 fiscal year ending June 30, 2022.

PASSED, APPROVED and ADOPTED by the governing body at a regular meeting on the 28th day of October, 2021.

THE BOARD OF COUNTY COMMISSIONERS:

Daniel Torrez, Chairman

Martha Garcia, 1st Vice-Chair

Dr. Christina Lowery, 2nd Vice-Chair

Robert Windhorst, Commissioner

Ralph Lucero, Commissioner

ATTEST:

Michelle E Dominguez, County Clerk

ENTITY NAME:	Cibola County
FISCAL YEAR:	FY 2021-22
RESOLUTION #:	2021-51
BAR SCHEDULE:	2021-51A

[illegible]

ATTEST:

County Clerk

Date _____

Board Chairman

Date _____



10g.

Resolution 21-52

FY22 1st QTR. Report

Cibola County Commission

Daniel J. Torrez, Chairman
Martha Garcia, 1st Vice-Chair
Christine Lowery, 2nd Vice-Chair
Ralph Lucero, Commissioner
Robert Windhorst, 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. 2021-52

FISCAL YEAR 2021-2022 FIRST QUARTER FINANCIAL REPORT

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, the first quarterly report has been reviewed and approved to ensure the reconciliation of cash balances & activity on this report to the County's internal financial reports; and

WHEREAS, it is hereby certified that the contents in this report are true and correct to the best of our knowledge and that this report depicts all funds for fiscal year 2021.

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 hereby approves the first quarter report for FY 2022 hereinafter described as Attachment "21-52A" and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, APPROVED and ADOPTED by the governing body at its regular meeting on the 28th day of October in 2021.

THE BOARD OF COUNTY COMMISSIONERS:

Daniel J. Torrez, Chairman

Martha Garcia, 1st Vice-Chair

Christine Lowery, 2nd Vice-Chair

Ralph Lucero, Commissioner

Robert Windhorst, Commissioner

ATTEST:

Michelle E Dominguez, County Clerk

Cibola County Monthly Report - As of September 30, 2021 - ATTACHMENT 2021-52A

Active Funds	Beginning Cash Balance as of 7/1/2021	Beginning Investments as of 7/1/2021	YTD Revenues	YTD Transfers	YTD Expenditures	YTD Adjustments	Ending Cash & Investment Balances	Bond A, Bond B, General Fund & Road Reserves	Available Adjusted Ending Cash & Investment Balances
101 - INVESTMENT FUND	\$0.00	\$5,269,769.14	\$510.57	\$0.00	\$0.00	\$0.00	\$5,270,279.71	(\$3,707,570.18)	\$1,562,709.53
401 - GENERAL FUND	\$6,095,825.92	\$0.00	\$897,119.44	(\$108,000.00)	(\$1,817,534.92)	\$2,750,319.49	\$7,817,729.93	\$0.00	\$7,817,729.93
402 - ROAD	\$120,326.84	\$0.00	\$249,911.58	\$0.00	(\$279,699.44)	\$0.00	\$90,538.98	\$0.00	\$90,538.98
403 - FARM & RANGE	\$0.00	\$0.00	\$0.00	\$8,000.00	(\$7,104.12)	\$0.00	\$895.88	\$0.00	\$895.88
406 - INDIGENT	\$97,455.34	\$0.00	\$145,776.20	\$0.00	(\$4,709.52)	\$0.00	\$238,522.02	\$0.00	\$238,522.02
407 - SAN RAFAEL VFD	\$167,250.21	\$0.00	\$92,942.00	\$0.00	(\$44,753.90)	\$0.00	\$215,438.31	\$0.00	\$215,438.31
408 - BLUEWATER VFD	\$250,707.52	\$0.00	\$60,051.00	(\$25,687.00)	(\$4,727.93)	\$0.00	\$280,343.59	\$0.00	\$280,343.59
409 - LOBO CANYON VFD	\$171,589.67	\$0.00	\$2,946.00	(\$2,946.00)	(\$2,786.06)	\$0.00	\$168,803.61	\$0.00	\$168,803.61
413 - LAGUNA EMS	\$0.00	\$0.00	\$13,521.00	\$0.00	\$0.00	\$0.00	\$13,521.00	\$0.00	\$13,521.00
415 - PINEHILL EMS	\$8,778.78	\$0.00	\$11,014.00	\$0.00	\$0.00	\$0.00	\$19,792.78	\$0.00	\$19,792.78
416 - FENCE LAKE VFD	\$314,550.59	\$0.00	\$28,475.50	\$0.00	(\$1,856.37)	\$0.00	\$341,169.72	\$0.00	\$341,169.72
418 - CANDY KITCHEN VFD	\$48,986.33	\$0.00	\$76,791.00	(\$38,189.00)	(\$3,272.52)	\$0.00	\$84,315.81	\$0.00	\$84,315.81
419 - LAGUNA VFD	\$418,242.30	\$0.00	\$170,844.00	\$0.00	(\$72,292.85)	\$0.00	\$516,793.45	\$0.00	\$516,793.45
424 - CUBERO VFD	\$138,644.12	\$0.00	\$49,604.50	(\$13,787.00)	(\$41,494.54)	\$0.00	\$132,967.08	\$0.00	\$132,967.08
425 - CUBERO EMS	\$2,919.51	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$7,919.51	\$0.00	\$7,919.51
427 - EL MORRO VFD	\$226,848.60	\$0.00	\$28,475.50	\$0.00	(\$42,572.41)	\$0.00	\$212,751.69	\$0.00	\$212,751.69
428 - SUPERIOR AMBULANCE	\$176.53	\$0.00	\$10,259.00	\$0.00	\$0.00	\$0.00	\$10,435.53	\$0.00	\$10,435.53
435 - CONSOLIDATED DISPATCH	\$165,152.67	\$0.00	\$275,970.55	\$0.00	(\$298,951.48)	\$0.00	\$142,171.74	\$0.00	\$142,171.74
438 - DWI GRANT	\$0.00	\$0.00	\$0.00	\$120.00	(\$120.00)	\$0.00	\$0.00	\$0.00	\$0.00
439 - DWI DISTRIBUTION	\$195,169.27	\$0.00	\$86,502.51	(\$120.00)	(\$137,078.85)	\$0.00	\$144,472.93	\$0.00	\$144,472.93
475 - COUNTY FIRE PROTECTION	\$793,808.26	\$0.00	\$51,942.44	\$0.00	(\$2,319.96)	\$0.00	\$843,430.74	\$0.00	\$843,430.74
500 - CLERK RECORDING/FILING	\$66,393.78	\$0.00	\$11,322.00	\$0.00	(\$3,538.19)	\$0.00	\$74,177.59	\$0.00	\$74,177.59
504 - IGAS-PASS THRU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
569 - 2014A BOND INCOME FUND	\$0.00	\$0.00	\$291,021.38	\$0.00	(\$12,328.60)	\$0.00	\$278,692.78	\$0.00	\$278,692.78
570 - 2014B BOND INCOME FUND	\$0.00	\$0.00	\$1,199,087.09	\$0.00	(\$6,164.35)	\$0.00	\$1,192,922.74	\$0.00	\$1,192,922.74
575 - NIMFA LOANS	\$0.00	\$66,602.04	\$85.48	\$80,609.00	\$0.00	\$0.00	\$147,296.52	\$0.00	\$147,296.52
603 - EMERGENCY MANAGEMENT	\$785.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$785.00	\$0.00	\$785.00
604 - FIRE MARSHAL	\$42,808.95	\$0.00	\$47,176.52	\$0.00	(\$38,661.36)	\$0.00	\$51,324.11	\$0.00	\$51,324.11
605 - LAW ENFORCEMENT PROTECTION	\$164.98	\$0.00	\$9,001.00	\$0.00	\$0.00	\$0.00	\$9,165.98	\$0.00	\$9,165.98
606 - NMDOT LOCAL GOV. TRANS. GRANT	\$902,500.00	\$0.00	\$0.00	\$0.00	(\$8,410.82)	\$0.00	\$894,089.18	\$0.00	\$894,089.18
607 - QUARTZ HILL PROJECT	\$0.00	\$0.00	\$221,973.14	\$0.00	(\$146,889.72)	\$0.00	\$75,083.42	\$0.00	\$75,083.42
608 - CARES ACT PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
609 - CARES ACT ELECTION'S GRANT	\$25,770.28	\$0.00	\$0.00	\$0.00	(\$24,806.07)	\$0.00	\$964.21	\$0.00	\$964.21
610 - CENSUS BUREAU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
612 - NEW MEXICO CLEAN & BEAUTIFUL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
614 - DETENTION CENTER	\$116,577.75	\$0.00	\$861,758.66	\$100,000.00	(\$965,286.65)	(\$22,751.09)	\$90,298.67	\$0.00	\$90,298.67
615 - COMPLIANCE PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
620 - 1% REAPPRAISAL FUND	\$255,988.03	\$0.00	\$4,010.06	\$0.00	(\$126,733.07)	\$0.00	\$133,265.02	\$0.00	\$133,265.02
649 - AMERICAN RESCUE PLAN ACT	\$2,590,653.00	\$0.00	\$0.00	\$0.00	(\$13,526.97)	\$0.00	\$2,577,126.03	\$0.00	\$2,577,126.03
650 - NMFA COMP. & LEDA GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
651 - CAPITAL OUTLAY PROJECTS	\$32,787.65	\$0.00	\$0.00	\$0.00	(\$8,845.76)	\$0.00	\$23,941.89	\$0.00	\$23,941.89
TOTALS=	\$13,250,861.88	\$5,336,371.18	\$4,903,092.12	\$0.00	(\$4,116,466.43)	\$2,727,568.40	\$22,101,427.15	(\$3,707,570.18)	\$18,393,856.97

ATTEST:

Clerk

Date

Board Chairman

Date



10h.

Resolution 21-60

Submission of NMFA Loan App. to Purchase
2 Emergency Vehicles for County Fire Marshall

Cibola County Commission

Daniel J. Torrez, Chairman
Martha Garcia, 1st Vice-Chair
Christine Lowery, 2nd Vice-Chair
Ralph Lucero, Commissioner
Robert Windhorst, 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. 2021-60

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

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

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

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of 2 Emergency Manager Vehicles ("Project") for the benefit of the Governmental unit and its citizens; and

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

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

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

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

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

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

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

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 PASSES, APPROVED, AND ADOPTED this 28th day of October, 2021.

THE BOARD OF COUNTY COMMISSIONERS:

Daniel Torrez, Chairman

Martha Garcia, 1st Vice-Chair

Dr. Christina Lowery, 2nd Vice-Chair

Ralph Lucero, Commissioner

Robert Windhorst, Commissioner

ATTEST:

Michelle E Dominguez, County Clerk



NEW MEXICO FINANCE AUTHORITY

NMFA Use Only:

App. #:	-PP
FA assigned:	
Legislative Authorization	

PUBLIC PROJECT REVOLVING FUND EQUIPMENT APPLICATION

I. GENERAL INFORMATION

A. APPLICANT /ENTITY

				Application Date:	10/18/2021
Applicant/Entity:	Cibola County				
Address:	700 East Roosevelt Avenue				
County	Cibola	Census Tract:			
Federal Employer Identification Number (EIN) as issued by the IRS:				850291095	
Legislative District:	Senate:	30, 4	House:	69, 6	
Phone:	5052852516	Fax:	5052855434	Email Address:	paul.ludi@co.cibola.nm.us
Individual Completing Application:		Paul Ludi			
Address:	700 East Roosevelt Avenue				
Phone:	5052852516	Fax:	5052855434	Email Address:	paul.ludi@co.cibola.nm.us

II. PROJECT SUMMARY

- A. **Project Description.** Complete the following information, using additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. Description of Equipment:

2 Vehicles - See attached quote and info.

2. When do you need NMFA funds available? asap

B. Total Project Cost & Sources of Funds Detail.

Equipment Items	NMFA Funds Requested	Other Public Funds*	Private Funds	Total
2 Vehicles	\$ 121,000	\$ 0	\$ 0	\$ 121,000
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Total Cost:\$	\$ 121,000	\$	\$	\$ 121,000

III. FINANCING

A. Specify the revenue to be pledged as security for the NMFA loan (a revenue source must be pledged for this type of project).

- ☐ Municipal Local Option GRT – please specify: _____
- ☐ County Option GRT – please specify: _____
- ☐ Other Tax-Based Revenue: _____
- ☐ State-Shared GRT
- ☐ Law Enforcement Funds
- ☒ Fire Protection Funds
- ☐ Other Revenue: _____

B. Preferred financing term: 10 years.

C. Is any debt being repaid from the revenue source(s) referenced in A (1)? Yes ☐ No ☒

If yes, provide bond or loan documents and payment schedule for any existing debt service being paid from the same revenues that would be used to repay a NMFA loan.

IV. READINESS TO PROCEED ITEMS

A. The following items must accompany this application in order for this application to be considered complete:

- ☒ Equipment cost breakdown (if applicable)
- ☒ Three most recently completed fiscal year audit reports

- ☐ Current unaudited financials
- ☐ Current fiscal year budget
- ☐ Equipment Application
- ☐ Application Resolution
- ☐ Minutes of public hearing meeting approving submission of application
- ☐ Any additional information requested by NMFA

V. CERTIFICATION

I certify that:

We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature:

(highest elected official)

Title: Chairman

Jurisdiction:

Print Name:

Daniel Torrez

Date: 10/28/2021

Signature:

Date: 10/28/2021

Finance Officer/Director: Paul Ludi



10i.

Resolution 21-61

Submission of NMFA Loan App. to Fund HVAC
For County Complex-700 E. Roosevelt Ave.

Cibola County Commission

Daniel J. Torrez, Chairman
Martha Garcia, 1st Vice-Chair
Christine Lowery, 2nd Vice-Chair
Ralph Lucero, Commissioner
Robert Windhorst, 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. 2021-61

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

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

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

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of the County Complex's HVAC system ("Project") for the benefit of the Governmental unit and its citizens; and

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

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

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

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

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

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

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

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 PASSES, APPROVED, AND ADOPTED this 28th day of October, 2021.

THE BOARD OF COUNTY COMMISSIONERS:

Daniel Torrez, Chairman

Martha Garcia, 1st Vice-Chair

Dr. Christina Lowery, 2nd Vice-Chair

Ralph Lucero, Commissioner

Robert Windhorst, Commissioner

ATTEST:

Michelle E Dominguez, County Clerk



NEW MEXICO FINANCE AUTHORITY

NMFA Use Only:

App. #:	-PP
FA assigned:	
Legislative Authorization	

PUBLIC PROJECT REVOLVING FUND EQUIPMENT APPLICATION

I. GENERAL INFORMATION

A. APPLICANT/ENTITY

				Application Date:	10/22/2021
Applicant/Entity:		Cibola County			
Address:		700 East Roosevelt Avenue			
County		Cibola	Census Tract:		
Federal Employer Identification Number (EIN) as issued by the IRS:				850291095	
Legislative District:		Senate:	30, 4	House:	69, 6
Phone:	5052852516	Fax:	5052855434	Email Address:	paul.ludi@co.cibola.nm.us
Individual Completing Application:		Paul Ludi			
Address:		700 East Roosevelt Avenue			
Phone:	5052852516	Fax:	5052855434	Email Address:	paul.ludi@co.cibola.nm.us

II. PROJECT SUMMARY

- A. **Project Description.** Complete the following information, using additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. Description of Equipment:

HVAC for County Complex - See attached quote and info.

2. When do you need NMFA funds available? asap

B. Total Project Cost & Sources of Funds Detail.

Equipment Items	NMFA Funds Requested	Other Public Funds*	Private Funds	Total
HVAC Replacement	\$ 1,600,000	\$ 0	\$ 0	\$ 1,600,000
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Total Cost:\$	\$ 1,600,000	\$	\$	\$ 1,600,000

III. FINANCING

A. Specify the revenue to be pledged as security for the NMFA loan (a revenue source must be pledged for this type of project).

☐ Municipal Local Option GRT – please specify: _____

☒ County Option GRT – please specify: _____

1/16th County Share

☐ Other Tax-Based Revenue: _____

☐ State-Shared GRT _____

☐ Law Enforcement Funds _____

☐ Fire Protection Funds _____

☐ Other Revenue: _____

B. Preferred financing term: 10 years.

C. Is any debt being repaid from the revenue source(s) referenced in A (1)? Yes ☐ No ☒

If yes, provide bond or loan documents and payment schedule for any existing debt service being paid from the same revenues that would be used to repay a NMFA loan.

IV. READINESS TO PROCEED ITEMS

A. The following items must accompany this application in order for this application to be considered complete:

☒ Equipment cost breakdown (if applicable)

☒ Three most recently completed fiscal year audit reports

- ☐ Current unaudited financials
- ☐ Current fiscal year budget
- ☐ Equipment Application
- ☐ Application Resolution
- ☐ Minutes of public hearing meeting approving submission of application
- ☐ Any additional information requested by NMFA

V. CERTIFICATION

I certify that:

We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature:

(highest elected official)

Title: Chairman

Jurisdiction:

Print Name:

Daniel Torrez

Date: 10/28/2021

Signature:

Date: 10/28/2021

Finance Officer/Director: Paul Ludi



10j.

Advisory Investment Committee

Recommendation on Investments



10k.

Resolution 21-53

Establishing 2022/2023 Holiday Schedule



**CIBOLA COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION № 21-53**

WHEREAS, the Cibola County Board of Commissioners met upon notice of meeting duly published at the Cibola County Administration Building, 700 East Roosevelt Suite 50, Grants, NM 87020, on October 28th, 2021 at 5:00 p.m. as required by law; and,

WHEREAS, the Cibola County Board of Commissioners are the duly elected governing body of Cibola County with the Authority for establishing a holiday schedule for County employees; and

WHEREAS, the Cibola County Board of Commissioners are further advised that these holidays either include traditionally observed holidays or are special Cibola County holidays previously designated by the Commission to benefit the County's employees;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Cibola County Commission that it adopts the following Holiday Schedule for 2022/2023 calendar year.

Monday, January 17, 2022 - Martin Luther King Jr Day
Monday, February 21, 2022 - Presidents Day
Friday, April 15, 2022 – Easter Holiday
Monday, May 30, 2022 - Memorial Holiday
Monday, June 20, 2022-Juneteenth Holiday
Monday, July 4, 2022 - Independence Holiday
Monday, September 5, 2022 - Labor Holiday
Monday, October 10, 2022 – Indigenous Peoples Day
Friday, November 11, 2022 - Veterans Day
Thursday, November 24, 2022 -Thanksgiving Day
Friday, November 25, 2022 -Family Day
Friday, December 23, 2022 – Christmas Eve Holiday
Monday, December 26, 2022 - Christmas Holiday
Friday, December 30, 2022 - New Year's Eve Holiday
Monday, January 2, 2023 - New Year's Day Holiday

APPROVED, ADOPTED, AND PASSED on this 28th day of October 2021.

Daniel J. Torrez, Chairman

Martha Garcia, 1st Vice-Chair

Christine Lowery, 2nd Vice-Chair

Robert Windhorst, Member

Ralph Lucero, Member

Attest:

Michelle E. Dominguez, Cibola County Clerk



101.

Resolution 21-54

PERA Return to Work Provisions



CIBOLA COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION № 2021-54

**REQUESTING A CHANGE TO THE PUBLIC EMPLOYEES'
RETIREMENT ASSOCIATION OF
NEW MEXICO (PERA) RETURN TO WORK PROVISIONS**

WHEREAS, the Board of County Commissioners met in a regularly scheduled meeting on Thursday, October 28, 2021, at 5:00 p.m. in the Cibola County Administration Building 700 Roosevelt, Grants, New Mexico 87020; and,

WHEREAS, NMSA, 1978, Section 4-38-18 (1976) provides that a Board of County Commissioner has the duty and authority “[t]o represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law; and,

WHEREAS, the legislature of the State of New Mexico has adopted legislation establishing the New Mexico Public Employees Retirement Association (PERA) and legislation amending and modifying the same; and,

WHEREAS, pursuant to the current legislation, a retiree hired on or after July 1, 2010 who returns to work for a PERA affiliate will have his/her benefits suspended. This prevents a retired member of the PERA from collecting both a salary and their retirement benefits (a pension); and,

WHEREAS, retired members, who choose to return to work for a PERA affiliate currently only has the following options:

1. Becoming a contributing member to PERA and resume accruing service credit, thereby the contributing member's benefit will be recalculated; or,
2. If the retired member has completed a 12-month break in service from his/her retirement date, the member can begin employment with the PERA affiliate and choose not to make member contributions. In this case, retired member will not accrue service credit.

WHEREAS, due to the COVID-19 pandemic, it has become increasingly difficult for local governmental agencies such as Cibola County, to recruit and retain qualified applicants, particularly within public safety positions (Detention and Sheriff); and,

WHEREAS, an amendment or modification to the current PERA legislation at this time imposing a five (5) year moratorium on the current statute pertaining to retired members who choose

to return to work for a PERA affiliate would allow retirees to come back and train, mentor and work part-time or full-time assisting the Cities, Counties, as well as the State of New Mexico in filling numerous vacant positions to assist and allow for the governmental entities in the State of New Mexico to continue providing the quality of public service that is necessary and expected from the same.

NOW, THEREFORE, the Board of County Commissioners of Cibola County hereby request that the New Mexico Legislature and Governor Michelle Lujan Grisham consider the adoption of a statute, rule or regulation that addresses the above referenced PERA restrictions and/or implements a five (5) year moratorium on the enforcement of the same to allow qualified and willing retirees to assist governmental entities in providing these necessary services to citizens of New Mexico.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CIBOLA

APPROVED, ADOPTED, AND PASSED on this 28th day of October, 2021.

Daniel Torrez, Chair

Martha Garcia, 1st Vice-Commissioner

Christine Lowery, 2nd Vice-Chair

Robert Windhorst, Commissioner

Ralph Lucero, Commissioner

ATTEST:

Michelle E. Dominguez
Cibola County Clerk



10m.

Resolution 21-55

Grant Agreement for County Road 1

RESOLUTION 21-55

CIBOLA COUNTY

PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **Cibola County** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be \$1,250,000 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$1,187,500.00

and

- b. **Cibola County**'s proportional matching share shall be 5% or \$62,500.00

TOTAL PROJECT COST IS \$1,250,000.00

The **Cibola County** shall pay all costs, which exceed the total amount of \$1,250,000.00.

Now therefore, be it resolved in official session that **Cibola County** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2025 and the **Cibola County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

Now therefore, be it resolved by the **Cibola County** to enter into Cooperative Agreement for Project Control Number **LP60027** with the New Mexico Department of Transportation for the TPF Program for year 2022 for - CR-1 Bridge and Road Repair: Improve roadway safety over two structural plate culverts that have a combined span greater than 20 feet and where roadside slopes are not traversable or recoverable, to stabilize the existing Two-Barrel Structural Plate Arch within the control of the **Cibola County** in New Mexico.

BOARD OF CIBOLA COUNTY COMMISSIONER

Daniel J. Torrez, Chair

Martha Garcia, 1st Vice-Chair

Christine Lowery, 2nd Vice-Chair

Ralph Lucero, Member

Robert Windhorst, Member

ATTEST BY:

Michelle E. Dominguez, County Clerk

Contract No. _____
Vendor No. 0000047859
Control No. HW2LP60027

TRANSPORTATION PROJECT FUND GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation (Department) and Cibola County (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **CR-1 Bridge and Road Repair: Improve roadway safety over two structural plate culverts that have a combined span greater than 20 feet and where roadside slopes are not traversable or recoverable, to stabilize the existing Two-Barrel Structural Plate Arch** (Project or CN LP60027). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is One Million Two Hundred Fifty Thousand Dollars and No Cents (**\$1,250,000.00**) to be funded in proportional share by the parties as follows:

1. Department's share shall be 95%

\$1,187,500.00
CR-1 Bridge and Road Repair: Improve roadway safety over two structural plate culverts that have a combined span greater than 20 feet and where roadside slopes are not traversable or recoverable, to stabilize the existing Two-Barrel Structural Plate Arch

2. The Public Entity's required proportional matching Share shall be 5%

For purpose stated above

\$62,500.00

3. Total Project Cost

\$1,250,000.00

- b. The Public Entity is responsible for all costs that exceed Project funding.
c. All allocated funds must be spent by **June 30, 2025**.
d. The Public Entity represents that no federal funds will be used to finance the Project.
e. The Public Entity must repay Project funding to the Department if:
1. The Project is cancelled or partially performed.

2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

- a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
 1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
 2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
 3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.
- b. Will not:
 1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
 2. Have any involvement in the construction phase;
 3. Be involved in permit preparation or the review or coordination with regulatory agencies.
 4. Conduct periodic assurance inspections or comparison material testing.
 5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.
- c. May perform Project monitoring that might consist of the following:
 1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
 2. Request written Project status reports.
 3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.
- d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.
- e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.
- d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.
- e. Have sole responsibility and control of all project phases and resulting quality of the completed work.
- f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:

1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and
 2. Design and construct the Project in accordance with standards established by the Department.
- g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
 - h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
 - i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
 - j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
 - k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
 - l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
 - m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
 - n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
 - o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- d. The requirements of 18.27.6 NMAC are incorporated by reference.
- e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of Completion or (b) **June 30, 2025**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.

If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or

otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity and the Legislature this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: *Craig C Kling*
Craig C Kling (Sep 24, 2021 10:31 MDT)
Assistant General Counsel

Date: Sep 24, 2021

Cibola County

By: _____

Date: _____

Title: _____

Attest: _____

Title: _____

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP60027

I, _____, in my capacity as _____ of _____
_____ certify in regard to Control No. **LP60027**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20_____

In Witness Whereof, _____ in his/her
capacity as _____ of _____
certify that the matters stated above are true to his/her knowledge and belief.

Cibola County

By: _____ Date: _____
Title: _____ Date: _____

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

EXHIBIT B

RESOLUTION

Cibola County

**PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the **Cibola County** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be \$1,250,000 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$1,187,500.00

and

- b. **Cibola County**'s proportional matching share shall be 5% or \$62,500.00

TOTAL PROJECT COST IS \$1,250,000.00

The **Cibola County** shall pay all costs, which exceed the total amount of \$1,250,000.00.

Now therefore, be it resolved in official session that **Cibola County** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2025 and the **Cibola County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

Now therefore, be it resolved by the **Cibola County** to enter into Cooperative Agreement for Project Control Number **LP60027** with the New Mexico Department of Transportation for the TPF Program for year 2022 for - CR-1 Bridge and Road Repair: Improve roadway safety over two structural plate culverts that have a combined span greater than 20 feet and where roadside slopes are not traversable or recoverable, to stabilize the existing Two-Barrel Structural Plate Arch within the control of the **Cibola County** in New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE



10n.

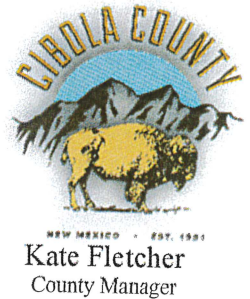
Resolution 21-59

Extension Request for NMDOT Grant
Agreement for CR 18b

Cibola County Commission

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

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



Cibola County
Resolution # 21-59

- Whereas, Cibola County entered into the Local Government Transportation Project Fund (**LGTPF**) Grant administered by the New Mexico Department of Transportation: and
- Whereas, Cibola County and the New Mexico Department of Transportation have entered into a joint and coordinated effort; and
- Whereas, Covid and issues related current plating in the project area Cibola County is behind schedule and a 12 (twelve) month extension on Contract # D18387 Control # LP60001 is necessary
- Whereas, The total grant funds awarded t by NMDOT for this project is \$950,000 ; and
- New Mexico Department of Transportation share shall be 95% which is \$902,500: and
 - Cibola County's share Match Funding of 5% is \$47,500

TOTAL PROJECT COST IS \$950,000

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Cibola County determines, resolves, and orders as follows:

- That the project for this LGTPF grant agreement is adopted and has a priority standing.
- The agreement is hereby being amended to terminate on June 30th, 2023, and the Cibola County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- Cibola County to enter into LGTPF Grant Agreement Project No. Contract # D18387 Control # L60001 through the New Mexico Department of Transportation LGTPF Grant for the planning, design, construction and ROW to replace the existing County Road 18b Bridge over Lobo Canyon within the control of Cibola County.

Cibola County

700 E. Roosevelt Ave., Suite 50

Grants, New Mexico 87020

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

Cibola County Commission

Daniel J. Torrez, Chairman

Martha Garcia, 1st Vice-Chair

Christine Lowery, 2nd Vice-Chair

Ralph Lucero, Commissioner

Robert Windhorst, Commissioner



Kate Fletcher
County Manager

PASSED, APPROVED AND ADOPTED THIS 28TH DAY OF OCTOBER, 2021.

THE CIBOLA COUNTY BOARD OF COMMISSIONERS

Daniel Torrez, Chairman

Martha Garcia, 1st Vice Chair

Christine Lowery, 2nd Vice Chair

Ralph Lucero, Commissioner

Robert Windhorst, Commissioner

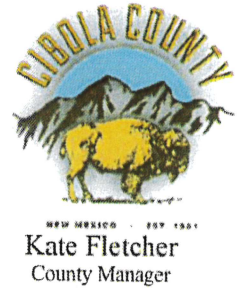
Attest:

Michelle E. Dominguez, Cibola County Clerk

Cibola County Commission

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

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



10/13/2021

Bill Santiago
LGRF Coordinator
NMDOT District 6
1919 Pinon Drive
Milan, NM 87021

RE: Local Government Transportation Project Fund (LGTPF) Grant
Contract No. D18387
Control No. LP60001

Dear Mr. Santiago,

Cibola County entered into an agreement with the NMDOT on October 31st, 2019 allocating LGTPF Grant funds in the amount of \$902,500.00 for the planning, design, construction and ROW to replace the existing County Road 18-b bridge over Lobo Canyon. The agreement states that allocated funds must be spent by June 30, 2022. We would like to respectfully request a 1-year extension to spend allocated funds due to COVID and issues related to current platting in the area. Obtaining documents has been more difficult due the antiquated nature of the platting in the area and the creation of Cibola County in 1981, which was formerly a part of Valencia County. This delay has affected the timeline for acquiring the ROW necessary for completion of the project by June 30th, 2022. The new deadline to spend allocated funds would be June 30, 2023.

Sincerely,
Cibola County

Kate Fletcher
County Manager



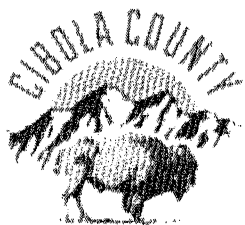
10o. 1-3

Resolution 21-56, 57, 58

Extension Request for (3) NMDOT COOP
Agreements



Resolution 21-56



Cibola County Road Dept.

700 East Roosevelt

Grants New Mexico 87020

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

Cibola County Resolution # 21-56

- Whereas, Cibola County participates in the local government road fund program administered by the New Mexico Department of Transportation; and
- Whereas, Cibola County and the New Mexico Department of Transportation have entered into a joint and coordinated effort; and
- Whereas, Covid and new management has Cibola County behind schedule and a 12 (twelve) month extension on Contract # D18618 Control # L600179 is necessary
- Whereas, The total cost of the project will be \$258,370.00 to be funded in proportional share by the parties hereto of as follows; and
- New Mexico Department of Transportation share shall be 75% which is \$193,778.00; and
 - Cibola County's proportional share Match Funding of 25% is \$64,592.00

TOTAL PROJECT COST IS \$258,370.00

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Cibola County determines, resolves, and orders as follows:

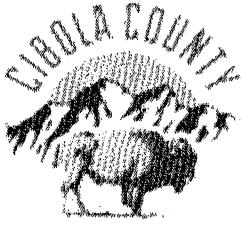
- That the project for this Cooperative agreement is adopted and has a priority standing.
- The agreement is hereby being amended to terminate on December 31, 2022, and the Cibola County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- Cibola County to enter into Cooperative Agreement Project No. Contract # D18618 Control # L600179 through the New Mexico Department of Transportation LGRF Project year 2020-2021 for Pavement Rehabilitation, Reconstruction, Blade & Shape, Drainage Improvements, Misc., within the control of Cibola County.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2021.

THE CIBOLA COUNTY BOARD OF COMMISSIONERS

Daniel Torrez, Chairman

Martha Garcia, 1st Vice Chair



Cibola County Road Dept.

700 East Roosevelt

Grants New Mexico 87020

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

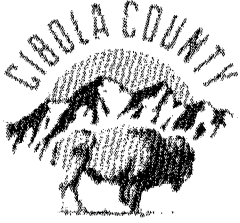
Christine Lowery, 2nd Vice Chair

Ralph Lucero, Commissioner

Robert Windhorst, Commissioner

Attest:

Michelle E. Dominguez, Cibola County Clerk



Cibola County Road Dept.

700 East Roosevelt

Grants New Mexico 87020

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

October 15, 2021

Mr. Arid Kazmi
Asst. District Six Engineer
C/O Bill Santiago
NMDOT
P.O. Box 2159
Milan, NM 87021

Attn: Bill Santiago

Dear Bill,

Due to Covid-19 and new management we foresee the Cibola County Road Dept. unable to reach the co-op deadline. Expiration date of December 31, 2021. Cibola County Road Dept. is requesting a 12-month extension, from December 31, 2021 to December 31, 2022 on Contract # D18618 Control # L600179.

If you should have any questions, please contact me at (505) 285-2570.

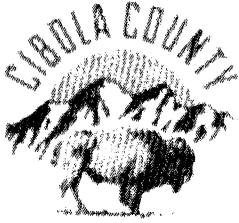
Sincerely,

A handwritten signature in black ink, appearing to read "E. Salazar".

Edward Salazar
Cibola County
Road Superintendent



Resolution 21-57



Cibola County Road Dept.

700 East Roosevelt

Grants New Mexico 87020

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

Cibola County Resolution # 21-57

- Whereas, Cibola County participates in the local government road fund program administered by the New Mexico Department of Transportation; and
- Whereas, Cibola County and the New Mexico Department of Transportation have entered into a joint and coordinated effort; and
- Whereas, Covid and new management has Cibola County behind schedule and a 12 (twelve) month extension on Contract # D18619 Control # L600176 is necessary
- Whereas, The total cost of the project will be \$117,132.00 to be funded in proportional share by the parties hereto of as follows; and
- New Mexico Department of Transportation share shall be 75% which is \$87,849.00; and
 - Cibola County's proportional share Match Funding of 25% is \$29,283.00

TOTAL PROJECT COST IS \$117,132.00

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Cibola County determines, resolves, and orders as follows:

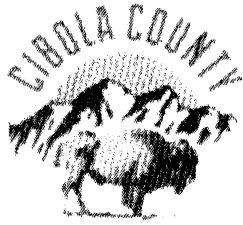
- That the project for this Cooperative agreement is adopted and has a priority standing.
- The agreement is hereby being amended to terminate on December 31, 2022, and the Cibola County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- Cibola County to enter into Cooperative Agreement Project No. Contract # D18619 Control # L600176 through the New Mexico Department of Transportation LGRF Project year 2020-2021 for Pavement Rehabilitation, Reconstruction, Blade & Shape, Drainage Improvements, Misc., within the control of Cibola County.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2021.

THE CIBOLA COUNTY BOARD OF COMMISSIONERS

Daniel Torrez, Chairman

Martha Garcia, 1st Vice Chair



Cibola County Road Dept.

700 East Roosevelt

Grants New Mexico 87020

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

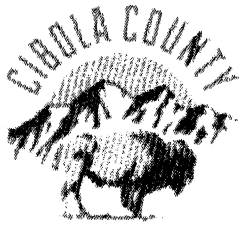
Christine Lowery, 2nd Vice Chair

Ralph Lucero, Commissioner

Robert Windhorst, Commissioner

Attest:

Michelle E. Dominguez, Cibola County Clerk



Cibola County Road Dept.

*700 East Roosevelt
Grants New Mexico 87020
Phone (505) 285-2570 Fax (505) 287-3656*

October 15, 2021

Mr. Arid Kazmi
Asst. District Six Engineer
C/O Bill Santiago
NMDOT
P.O. Box 2159
Milan, NM 87021

Attn: Bill Santiago

Dear Bill,

Due to Covid-19 and new management we foresee the Cibola County Road Dept. unable to reach the co-op deadline. Expiration date of December 31, 2021. Cibola County Road Dept. is requesting a 12-month extension, from December 31, 2021 to December 31, 2022 on Contract # D18619 Control # L600176.

If you should have any questions, please contact me at (505) 285-2570.

Sincerely,

Edward Salazar
Cibola County
Road Superintendent



Resolution 21-58



Cibola County Road Dept.

700 East Roosevelt

Grants New Mexico 87020

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

Cibola County Resolution # 21-58

- Whereas, Cibola County participates in the local government road fund program administered by the New Mexico Department of Transportation; and
- Whereas, Cibola County and the New Mexico Department of Transportation have entered into a joint and coordinated effort; and
- Whereas, Covid and new management has Cibola County behind schedule and a 12 (twelve) month extension on Contract # D18631 Control # L600168 is necessary
- Whereas, The total cost of the project will be \$154,575.00 to be funded in proportional share by the parties hereto of as follows; and
- New Mexico Department of Transportation share shall be 75% which is \$115,931.00: and
 - Cibola County's proportional share Match Funding of 25% is \$38,644.00

TOTAL PROJECT COST IS \$154,575.00

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Cibola County determines, resolves, and orders as follows:

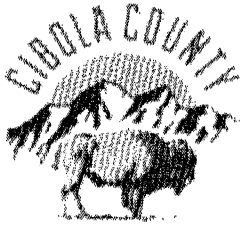
- That the project for this Cooperative agreement is adopted and has a priority standing.
- The agreement is hereby being amended to terminate on December 31, 2022, and the Cibola County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- Cibola County to enter into Cooperative Agreement Project No. Contract # D18631 Control # L600168 through the New Mexico Department of Transportation LGRF Project year 2020-2021 for Pavement Rehabilitation, Reconstruction, Blade & Shape, Drainage Improvements, Misc., within the control of Cibola County.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2021.

THE CIBOLA COUNTY BOARD OF COMMISSIONERS

Daniel Torrez, Chairman

Martha Garcia, 1st Vice Chair



Cibola County Road Dept.

700 East Roosevelt

Grants New Mexico 87020

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

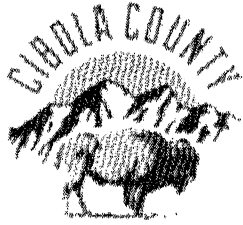
Christine Lowery, 2nd Vice Chair

Ralph Lucero, Commissioner

Robert Windhorst, Commissioner

Attest:

Michelle E. Dominguez, Cibola County Clerk



Cibola County Road Dept.

700 East Roosevelt

Grants New Mexico 87020

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

October 15, 2021

Mr. Arid Kazmi
Asst. District Six Engineer
C/O Bill Santiago
NMDOT
P.O. Box 2159
Milan, NM 87021

Attn: Bill Santiago

Dear Bill,

Due to Covid-19 and new management we foresee the Cibola County Road Dept. unable to reach the co-op deadline. Expiration date of December 31, 2021. Cibola County Road Dept. is requesting a 12-month extension, from December 31, 2021 to December 31, 2022 on Contract # D18631 Control # L600168.

If you should have any questions, please contact me at (505) 285-2570.

Sincerely,

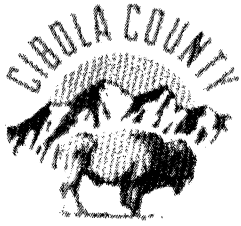
A handwritten signature in black ink, appearing to read "E. Salazar".

Edward Salazar
Cibola County
Road Superintendent



10p. Road Maintenance Agreement

Between Cibola County and FS
Road Dept. To Maintain Select FS Roads



Cibola County Road Dept.

700 East Roosevelt

Grants New Mexico 87020

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

Cibola County **Forest Roads Added for Maintenance**

<u>Forest Road #</u>	<u>Road Name</u>	<u>Road Miles</u>	<u>Cost per Mile</u>
453	La Mosca Peak	1.82	\$350.00
480	Ojo Redondo	6.10	\$350.00

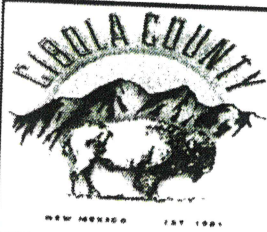


10q. (a)

Requisitions Over \$20,000

2021 (2) F-250 Crew Cab 4x4 WB with
accessories-Power Ford-Road Dept.

REQUISITION ORDER



DATE : September 23, 2021	DEPARTMENT: Road	QUOTE OBTAINED BY: Edward Salazar	
VENDOR NAME: Power Ford	QUOTE #1	QUOTE #2	QUOTE #3
CONTACT NAME: Manuel Beltran			
PHONE: 505-766-6600			
FAX:			

NO.	DESCRIPTION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
2	F250 Crew Cab 4x4 LWB Item 12	28695.00	57,390.00				
2	Spray Bedliner Item I	695.00	1,390.00				
2	Cruise Control Item O	395.00	790.00				
2	Engine: 6.7 L Diesel	10985.00	21,970.00				
2	All Weather Mats Item S	495.00	990.00				
2	5th wheel prep with gooseneck Item AA	1750.00	3,500.00				
2	Locking rear differential Item AM	695.00	1,390.00				
2	Remote Keyless Entry Item AY	395.00	790.00				
2	Running Boards Item BA	795.00	1,590.00				
2	Trailer Brake Controller Factory Item BT	495.00	990.00				
2	Trailer Tow Package Item BV	695.00	1,390.00				
2	Window Tint Item CE	395.00	790.00				
2	Perimeter Lighting 2 front 2 rear amber white	1595.00	3,190.00				
1	F250 Crew Cab 4x4 LWB Item 12	28695.00	28,695.00				
1	Bed Short Wide Item J	-200.00	(200.00)				
1	Spray in bedliner Item I	695.00	695.00				
1	XLT Trim Item M	6400.00	6,400.00				
1	Cruise Control Item O	395.00	395.00				
1	Engine: 6.7 L Diesel Item R	10985.00	10,985.00				
1	All Weather Mat Item S	495.00	495.00				
1	Locking rear differential Item AM	695.00	695.00				
1	Remote Keyless Entry Item AY	395.00	395.00				
1	Running Boards Item BA	795.00	795.00				
1	Front Buckets Item BB	895.00	895.00				
1	Trailer Brake Controller Factory Item BT	495.00	495.00				

SUBTOTAL FOR SELECTED ITEMS	146,900.00				
TOTAL LABOR/ SERVICE COSTS	-				
TOTAL GROSS RECEIPTS TAX	-				
TOTAL SHIPPING/ FREIGHT COSTS	-				
GRAND TOTAL	146,900.00				

VENDOR	Power Ford	REASON SELECTED	STATE CONTRACT	
ADDRESS	1101 Montano Rd. NE Albuquerque, NM 87107	CONTRACT/BID/RFP #	00-00000-20-00088	
PURCHASING AGENT		ESTIMATED DELIVERY		
ENDORSEMENT	CERTIFICATION 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.	PURCHASE ORDER # If all three signatures are not obtained the purchase cannot move forward	FUND NAME & LINE ITEM #	AMOUNT
		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

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



1101 Montano Rd NE
Albuquerque, NM 87107
505-766-6600

September 22, 2021

To: Edward Salazar
Cibola County

Re: Agreement 00-00000-20-00088

<u>Item and Description</u>		<u>Quote</u>
Item 12	F 250 Crew cab 4x4 LWB	\$28,695.00
Item J	Bed short wide	-\$200.00
Item I	Spray in bedliner	\$695.00
Item M	XLT Trim	\$6,400.00
Item O	Cruise Control	\$395.00
Item R	Engine: 6.7 L Diesel	\$10,985.00
Item S	All weather Mats	\$495.00
Item AM	Locking rear differential	\$695.00
Item AY	Remote keyless entry	\$395.00
Item BA	Running Boards	\$795.00
Item BB	Front Buckets	\$895.00
Item BT	Trailer Brake controller factory	\$495.00
Item BV	Trailer Tow package	\$695.00
Item CE	Window Tint	\$395.00
Item not listed on contract Perimeter lighting 2front 2Rear Amber white		\$1,595.00

Total for one vehicle

\$53,425.00

Thank you

Manuel Beltran
Commercial Manager
Power Ford

MyFordDealer.com



1101 Montano Rd NE
Albuquerque, NM 87107
505-766-6600

September 22, 2021

To: Edward Salazar
Cibola County

Re: Agreement 00-00000-20-00088

<u>Item and Description</u>		<u>Quote</u>
Item 12	F 250 Crew cab 4x4 LWB	\$28,695.00
Item I	Spray in bedliner	\$695.00
Item O	Cruise Control	\$395.00
Item R	Engine: 6.7 L Diesel	\$10,985.00
Item S	All weather Mats	\$495.00
Item AA	5 th wheel prep with gooseneck	\$1,750.00
Item AM	Locking rear differential	\$695.00
Item AY	Remote keyless entry	\$395.00
Item BA	Running Boards	\$795.00
Item BT	Trailer Brake controller factory	\$495.00
Item BV	Trailer Tow package	\$695.00
Item CE	Window Tint	\$395.00
Item not listed on contract Perimeter lighting 2front 2Rear Amber white		\$1,595.00
Total for one vehicle		\$48,080.00
<u>Total for two vehicles</u>		<u>\$96,160.00</u>

Thank you

Manuel Beltran
Commercial Manager
Power Ford



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(AD) 0000045857
Clark Truck Equipment Co.
PO Box 3483
Albuquerque, NM 87190

Email: Kevin@CTE-NM.com
Telephone No.: (505) 880-8222

Number: 00-00000-20-00088

Amendment No.: One

Term: March 5, 2021 – March 4, 2022

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local
public bodies allowed by law.

Procurement Specialist: Karen G. Acosta Gonzalez *KGA*

Telephone No.: (505) 372-9264

Email: Karen.Acosta-Gonzal@state.nm.us

Invoice:
As Requested

Choose an item.

Title: Automotive Vehicles-SUV's & Trucks

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Price increase for vendor (AD) Clark Truck Equipment Co. as shown on Page 2.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 8/20/2021

Mark Hayden, New Mexico State Purchasing Agent

x This Agreement was signed on behalf of the State Purchasing Agent

Statewide Price Agreement #: **00-00000-20-00088 Amendment One**

Page-2

(AD) Clark Truck Equipment Co.

Item 27	Standard utility body for 11,000 GVWR and above, cab & chassis	Current Price	New Price
	Base Cost: Per Unit, FOB, Dealer's Place of Business	\$22,925.00	\$25,676.00
	Net Cost: Per Unit, FOB, Santa Fe, NM	\$150.00	\$150.00
	Model: TC-300		
	Make: TRUCK CRAFT		
Item 27 Options: (Option Content subject to compatibility)			
A.	Automatic transmission PTO hydraulic pump in lieu of standard hydraulics	\$3,775.00	\$4,228.00
B.	Backup camera relocate	\$325.00	\$325.00
C.	Double acting hydraulic hoist	\$150.00	\$168.00
D.	Paint, other, for dump/utility bodies	\$1,425.00	\$1,596.00
E.	Park assist	N/A	N/A
F.	Park assist relocate (BACK UP SENSORS)	\$325.00	\$325.00
G.	Warranty: Factory, 5 years – 125,000 miles for motor and drive train, \$100.00 deductible maximum. Up charge for diesel extended warranty	N/A	N/A
H.	Warranty: Factory, 5 years – 75,000 miles, \$100.00 deductible maximum	N/A	N/A
Item 28	2-3 cubic yard dump body for 11,000 and above cab & chassis	Current Price	New Price
	Base Cost: Per Unit, FOB, Dealer's Place of Business	\$11,250.00	\$13,275.00
	Net Cost: Per Unit, FOB, Santa Fe, NM	\$150.00	\$150.00
	Model: DU-93		
	Make: TBEI		
Item 28 Options: (Option Content subject to compatibility)			
A.	Automatic transmission PTO hydraulic pump in lieu of standard hydraulics. Must order PTO provision on cab and chassis	\$3,625.00	\$4,277.50
B.	Backup camera relocate	\$325.00	\$325.00
C.	Coal door	\$225.00	\$265.50
D.	Double acting hydraulic hoist	\$250.00	\$295.00
E.	Dual fold down sides	\$1,100.00	\$1,298.00
F.	Eleven foot length for cab and chassis with 84" CA	\$595.00	\$702.10
G.	Lift gate: 1,600 lb. double acting tail gate	\$4,450.00	\$4,672.50
H.	Park assist	N/A	N/A
I.	Park assist relocate (BACK UP SENSORS)	\$325.00	\$325.00
J.	Red or metallic paint for dump/utility bodies	\$1,425.00	\$1,681.50
K.	Warranty: Factory, 5 years - 125,000 miles for motor and drive train, \$100.00 deductible maximum. Upcharge for diesel extended warranty	N/A	N/A
L.	Warranty: Factory, 5 years - 75,000 miles, 100.00 deductible maximum	N/A	N/A
M.	Liftgate 1600# w/ double acting tailgate	\$4,450.00	\$4,672.50
N.	9 ft spreader (not compatible with liftgate)	\$8,850.00	\$9,292.50
O.	10 ft spreader (not compatible with liftgate)	\$9,350.00	\$9,817.50
P.	8-1/2 ft snowplow (factory plow package may be required)	\$8,350.00	\$8,767.50
Q.	Emergency lighting package front/rear	\$1,150.00	\$1,150.00

Statewide Price Agreement #: 00-00000-20-00088 Amendment One

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Item 29	2-4 cubic yard dump body for 17,500 and 19,000 GVWR cab & chassis, installed/certified	Current Price	New Price
Base Cost: Per Unit, FOB, Dealer's Place of Business		\$11,375.00	\$13,422.50
Net Cost: Per Unit, FOB, Santa Fe, NM		\$150.00	\$150.00
Model: DU-94			
Make: TBEI			
A.	Automatic transmission PTO hydraulic pump in lieu of standard hydraulics. Must order PTO provision on cab and chassis	\$3,625.00	\$4,277.50
B.	Backup camera relocate (BACK UP SENSORS)	\$325.00	\$325.00
C.	Coal door	\$225.00	\$265.50
D.	Double acting hydraulic hoist	\$150.00	\$177.00
E.	Dual fold down sides	\$1,100.00	\$1,298.00
F.	Eleven foot length for cab and chassis with 84" CA	\$600.00	\$708.00
G.	Lift gate: 1,600 lb. double acting tail gate	\$4,450.00	\$4,672.50
H.	Park assist	N/A	N/A
I.	Park assist relocate (BACK UP SENSORS)	\$325.00	\$325.00
J.	Red or metallic paint for dump/utility bodies	\$1,425.00	\$1,681.50
K.	Warranty: Factory, 5 years – 75,000 miles, \$100.00 deductible maximum	N/A	N/A
M.	LIFTGATE 1600# W/DOUBLE ACTING TAILGATE	\$4,450.00	\$4,672.50
N.	9FT SPREADER (not compatible with liftgate)	\$8,850.00	\$9,292.50
O.	10FT SPREADER (not compatible with liftgate)	\$9,350.00	\$9,817.50
P.	8-1/2ft SNOWPLOW (factory plow package maybe required)	\$8,350.00	\$8,767.50
Q.	EMERGENCY LIGHTING PACKAGE FRONT/REAR	\$1,150.00	\$1,150.00
Item 30	Hydraulic lift gates for pickup bodies installed/certified	Current Price	New Price
Base Cost: Per Unit, FOB, Dealer's Place of Business		\$2,310.00	\$2,425.50
Net Cost: Per Unit, FOB, Santa Fe, NM		\$150.00	\$150.00
Model: 60-1040TP27			
Make: TOMMY GATE			
Item 30 Options: (Option Content subject to compatibility)			
A.	1,300 pounds capacity	\$190.00	\$199.50
B.	1,500 pounds capacity	\$450.00	\$472.50
C.	Backup camera relocate	\$325.00	\$325.00
D.	Paint, prime and paint to match truck	\$475.00	\$498.75
E.	Park assist	N/A	N/A
F.	Park assist relocate (BACK UP SENSORS)	\$325.00	\$325.00
G.	Platform, aluminum	\$825.00	\$866.25
H.	Ramp extension	\$250.00	\$262.50
I.	Warranty: Factory, 5 years – 75,000 miles, \$100.00 deductible maximum	N/A	N/A

Statewide Price Agreement #: 00-00000-20-00088 Amendment One

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Item 31		Current Price		New Price	
Hydraulic lift gates for utility bodies (user will specify 4 x 2 or 4 x 4 installed/certified)					
Base Cost: Per Unit, FOB, Dealer's Place of Business		\$2,395.00		\$2,514.75	
Net Cost: Per Unit, FOB, Santa Fe, NM		\$150.00		\$150.00	
Model: 54-1040TP27					
Make: TOMMY GATE					
Item 31 Options: (Option Content subject to compatibility)					
A.	1,300 pounds capacity	\$190.00		\$199.50	
B.	1,500 pounds capacity	\$550.00		\$577.50	
C.	Backup camera relocate	\$325.00		\$325.00	
D.	Park assist	N/A		N/A	
E.	Park assist relocate (BACK UP SENSORS)	\$325.00		\$325.00	
F.	Paint, prime and paint to match truck	\$475.00		\$498.75	
G.	Platform, aluminum	\$675.00		\$708.75	
H.	Ramp extension	\$250.00		\$262.50	
I.	Warranty: Factory, 5 years – 75,000 miles, \$100.00 deductible maximum	N/A		N/A	
J.	Notch Knapheide Bumper	\$275.00		\$275.00	
K.	Notch Other Utility Body Bumper	\$650.00		\$650.00	
L.	Relocate DOT Lighting	\$275.00		\$275.00	
Item 32		Current Price		New Price	
Hydraulic lift gates for platform bodies installed/certified					
Base Cost: Per Unit, FOB, Dealer's Place of Business		\$3,325.00		\$3,491.25	
Net Cost: Per Unit, FOB, Santa Fe, NM		\$150.00		\$150.00	
Model: G2-73-1642TP38					
Make: TOMMY GATE					
Item 32 Options: (Option Content subject to compatibility)					
A.	Backup camera relocate	\$325.00		\$325.00	
B.	Park assist	N/A		N/A	
C.	Park assist relocate (BACK UP SENSORS)	\$325.00		\$325.00	
D.	Paint, prime and paint to match truck	\$795.00		\$834.75	
E.	Platform, aluminum	\$800.00		\$840.00	
F.	Warranty: Factory, 5 years – 75,000 miles, \$100.00 deductible maximum	N/A		N/A	
G.	92" Wide for DRW Bodies	\$450.00		\$472.50	

END OF AMENDMENT ONE

Certificate Of Completion

Envelope Id: DA056C85F56D477F93D5D75138991ABF
Subject: Amendment 00-00000-20-00088
Source Envelope:
Document Pages: 4
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:
Karen.Acosta-Gonzalez
13 Bataan Blvd
Santa Fe, NM 87508
Karen.Acosta-Gonzal@state.nm.us
IP Address: 174.28.107.19

Record Tracking

Status: Original
8/19/2021 4:27:02 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Karen.Acosta-Gonzalez
Karen.Acosta-Gonzal@state.nm.us
Pool: StateLocal
Pool: GSD

Location: DocuSign

Location: DocuSign

Signer Events

Karen G Acosta
Karen.Acosta-Gonzal@state.nm.us
Procurement Specialist
New Mexico General Services
Security Level: Email, Account Authentication
(None)

Signature

Signature Adoption: Pre-selected Style
Using IP Address: 174.28.107.19

Timestamp

Sent: 8/19/2021 4:32:38 PM
Viewed: 8/19/2021 4:32:50 PM
Signed: 8/19/2021 4:32:53 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Vanessa LeBlanc
Vanessa.LeBlanc@state.nm.us
New Mexico General Services
Security Level: Email, Account Authentication
(None)

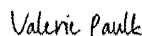


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Signed using mobile

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Electronic Record and Signature Disclosure:
Accepted: 6/2/2020 7:02:26 AM
ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Valerie Paulk
Valerie.Paulk@state.nm.us
Signed of Behalf of State Purchasing Agent
New Mexico General Services
Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 174.28.110.41
Signed using mobile

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Signed: 8/20/2021 6:54:47 AM

Electronic Record and Signature Disclosure:
Accepted: 5/29/2020 9:40:59 AM
ID: f12ca6d0-7cba-4de4-b58f-8180244887ff**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**



10q. (b)

Requisitions Over \$20,000

2021 (1) Ford Explorer 4wd with accessories
Power Ford-Manager's Office

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



1101 Montaña Rd NE
Albuquerque, NM 87107
505-766-6600

October 5, 2021

To: Wendy Self
Cibola County
Re: Agreement 00-00000-20-00088

In stock unit VIN: 1F/MGC09579

Item and Description

Quote

Item 3	Ford Explorer 4wd	\$26,373.00
Item F	XLT Trim	\$4,850.00
Item L	All weather mats	\$695.00
Item P	Keys additional	\$395.00
Item AG	XLT Premium	\$8,578.00
Item AN	Trailer tow package	\$1,195.00
Item AW	Window tint	\$395.00
Item not listed on contract Ford CO pilot 360 Collison avoidance/adaptive cruise		\$895.00
Evasive steering, Voice activated Navigation		

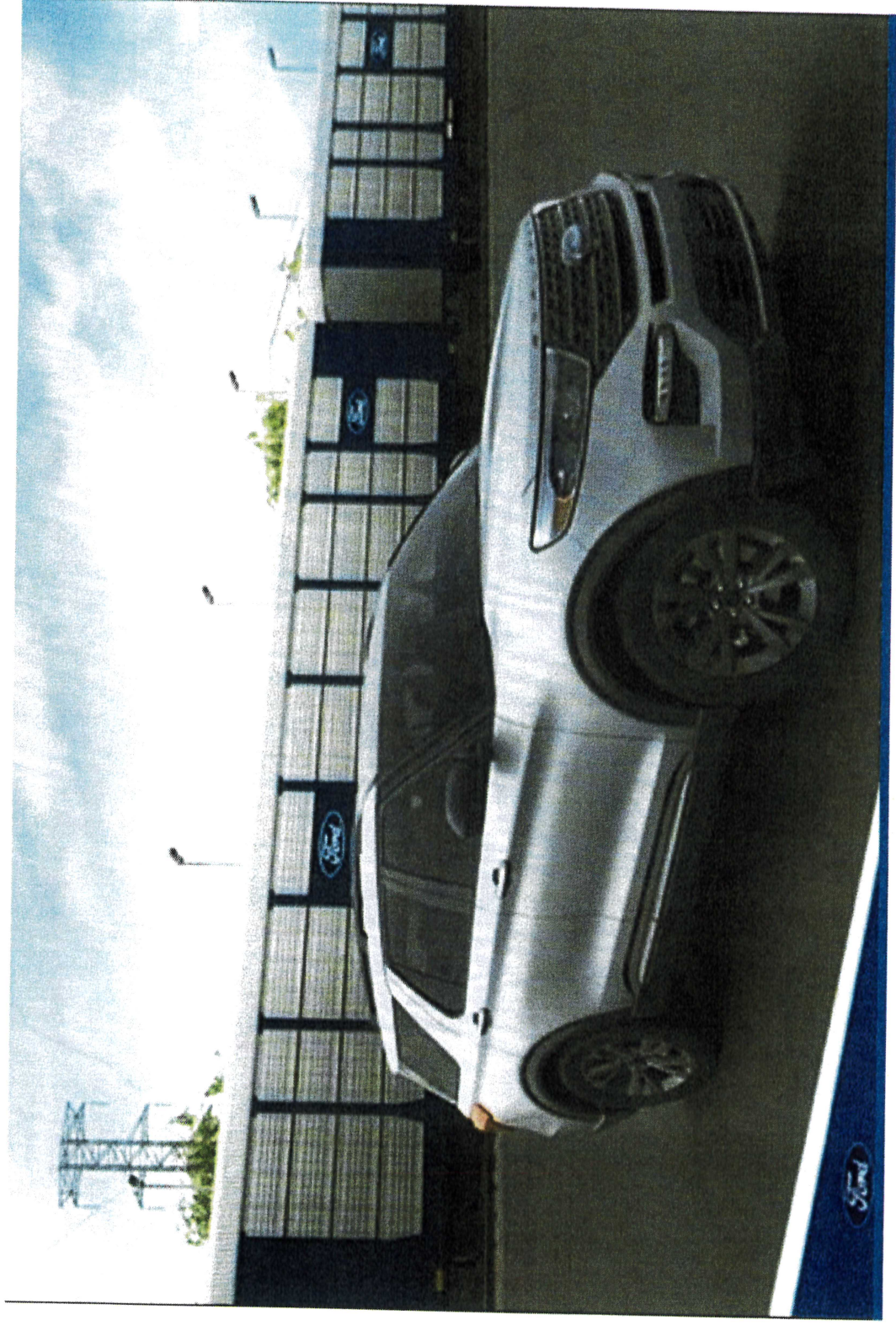
Total for one vehicle

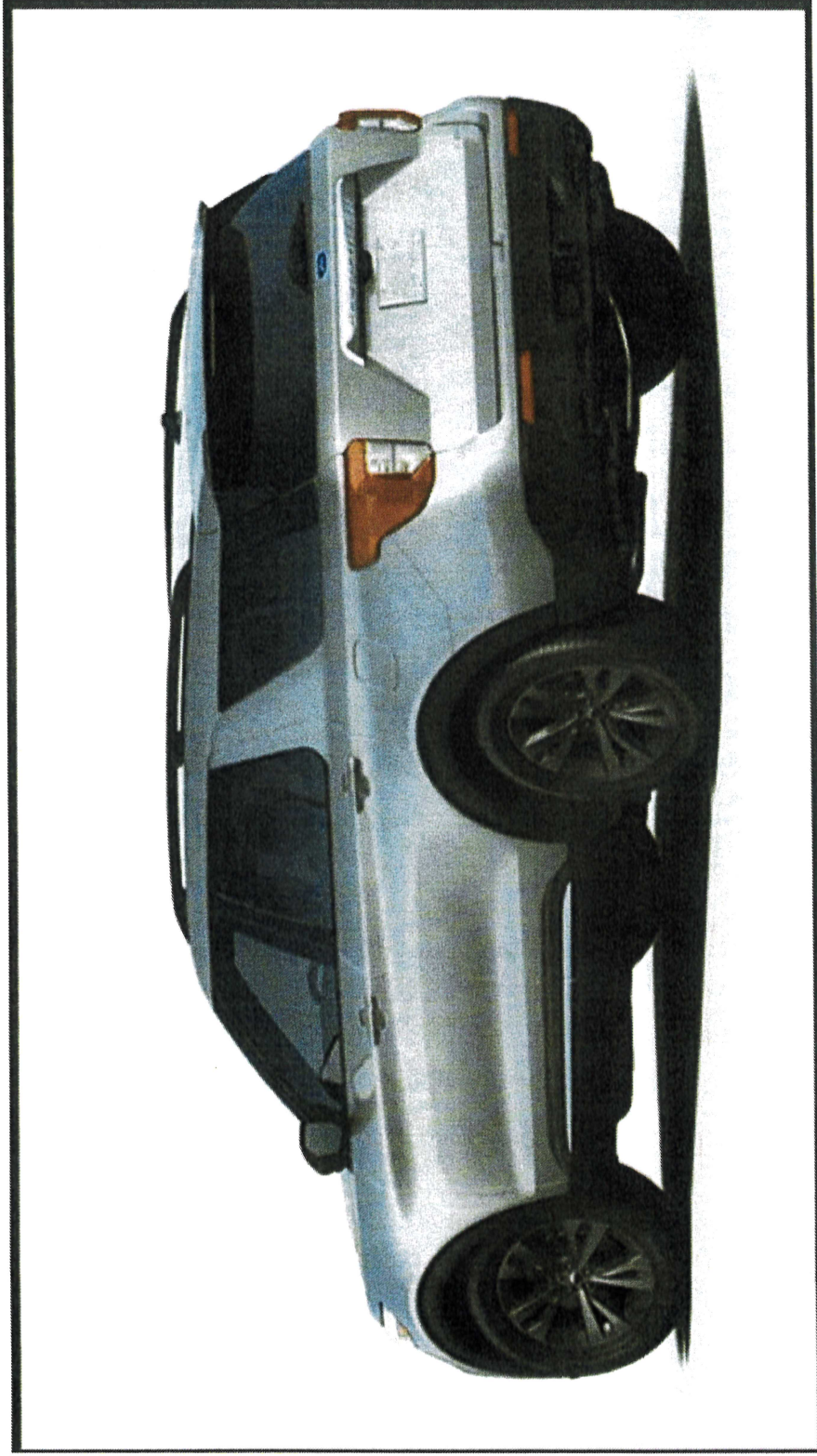
\$43,376.00

Thank you

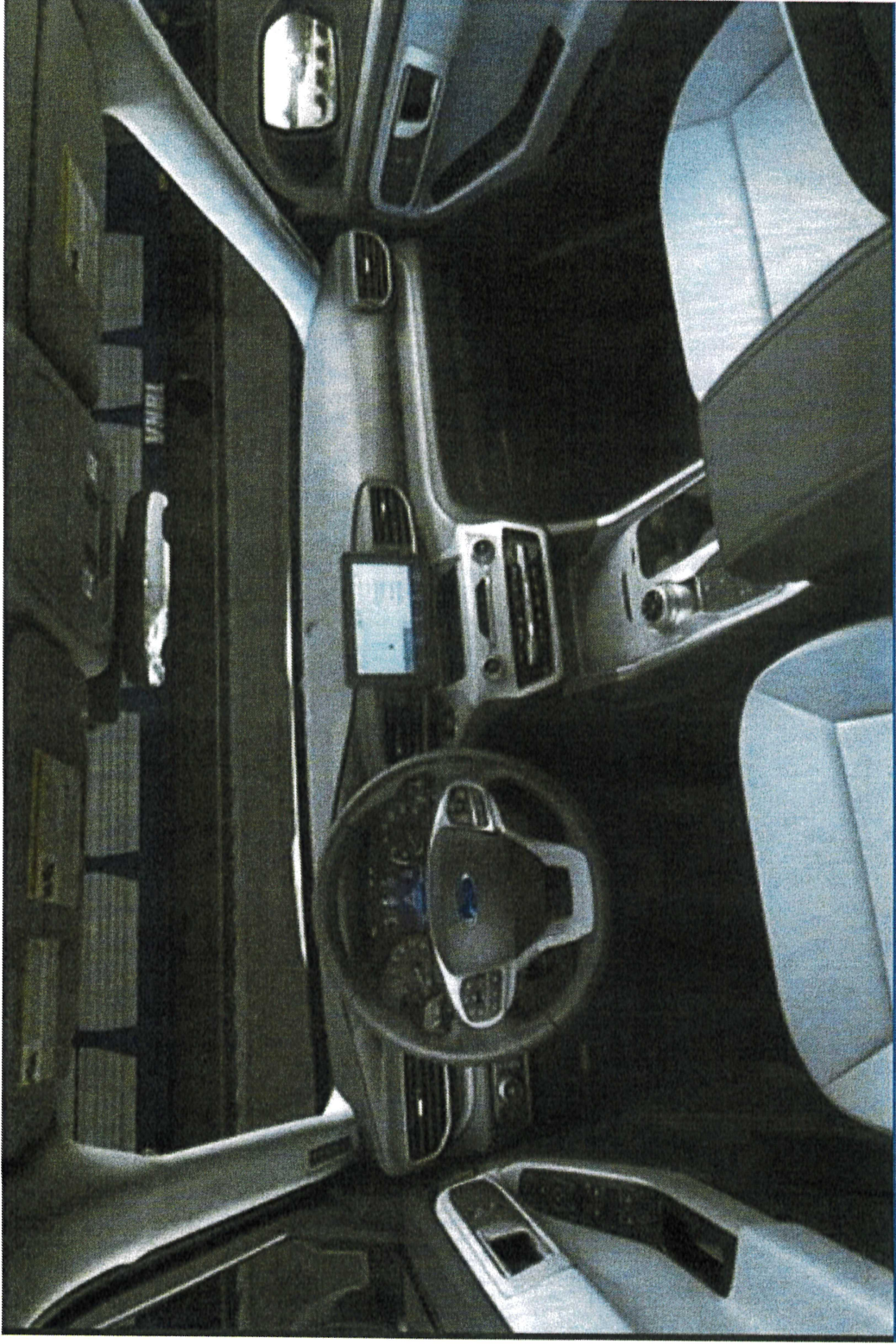
Manuel Beltran
Commercial Manager
Power Ford

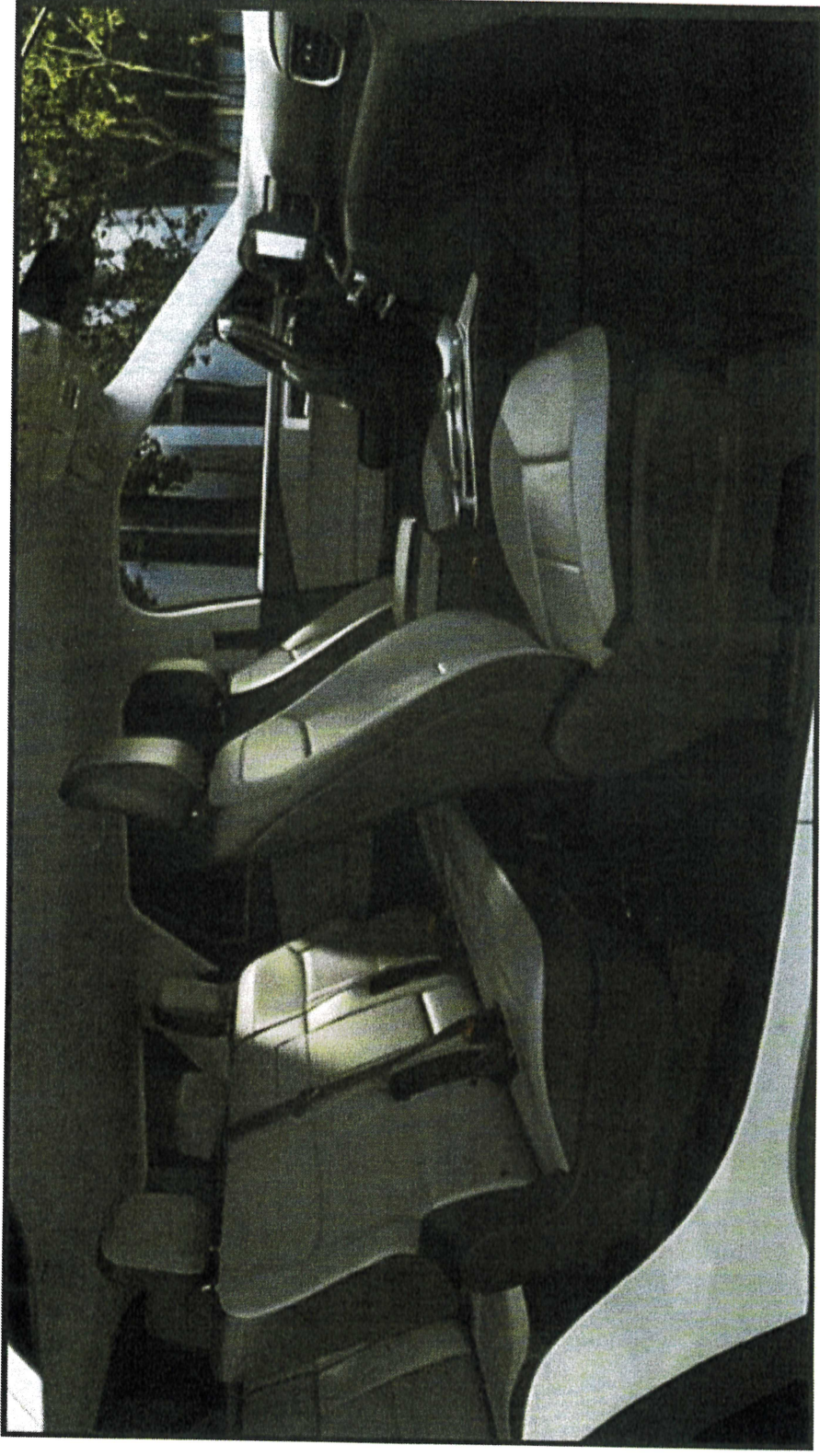
MyFordDealer.com

















State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(AD) 0000045857
Clark Truck Equipment Co.
PO Box 3483
Albuquerque, NM 87190

Email: Kevin@CTE-NM.com
Telephone No.: (505) 880-8222

Number: 00-00000-20-00088

Amendment No.: One

Term: March 5, 2021 – March 4, 2022

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local
public bodies allowed by law.

Procurement Specialist: Karen G. Acosta Gonzalez *KGA*

Telephone No.: (505) 372-9264

Email: Karen.Acosta-Gonzal@state.nm.us

Invoice:
As Requested

Choose an item.

Title: **Automotive Vehicles-SUV's & Trucks**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Price increase for vendor (AD) Clark Truck Equipment Co. as shown on Page 2.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 8/20/2021

Mark Hayden, New Mexico State Purchasing Agent

x This Agreement was signed on behalf of the State Purchasing Agent

Statewide Price Agreement #: 00-00000-20-00088 Amendment One

Page-2

(AD) Clark Truck Equipment Co.

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Make: TRUCK CRAFT			
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C.	Double acting hydraulic hoist	\$150.00	\$168.00
D.	Paint, other, for dump/utility bodies	\$1,425.00	\$1,596.00
E.	Park assist	N/A	N/A
F.	Park assist relocate (BACK UP SENSORS)	\$325.00	\$325.00
G.	Warranty: Factory, 5 years – 125,000 miles for motor and drive train, \$100.00 deductible maximum. Up charge for diesel extended warranty	N/A	N/A
H.	Warranty: Factory, 5 years – 75,000 miles, \$100.00 deductible maximum	N/A	N/A
Item 28	2-3 cubic yard dump body for 11,000 and above cab & chassis	Current Price	New Price
Base Cost: Per Unit, FOB, Dealer's Place of Business		\$11,250.00	\$13,275.00
Net Cost: Per Unit, FOB, Santa Fe, NM		\$150.00	\$150.00
Model: DU-93			
Make: TBEI			
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C.	Coal door	\$225.00	\$265.50
D.	Double acting hydraulic hoist	\$250.00	\$295.00
E.	Dual fold down sides	\$1,100.00	\$1,298.00
F.	Eleven foot length for cab and chassis with 84" CA	\$595.00	\$702.10
G.	Lift gate: 1,600 lb. double acting tail gate	\$4,450.00	\$4,672.50
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I.	Park assist relocate (BACK UP SENSORS)	\$325.00	\$325.00
J.	Red or metallic paint for dump/utility bodies	\$1,425.00	\$1,681.50
K.	Warranty: Factory, 5 years - 125,000 miles for motor and drive train, \$100.00 deductible maximum. Upcharge for diesel extended warranty	N/A	N/A
L.	Warranty: Factory, 5 years - 75,000 miles, 100.00 deductible maximum	N/A	N/A
M.	Liftgate 1600# w/ double acting tailgate	\$4,450.00	\$4,672.50
N.	9 ft spreader (not compatible with liftgate)	\$8,850.00	\$9,292.50
O.	10 ft spreader (not compatible with liftgate)	\$9,350.00	\$9,817.50
P.	8-1/2 ft snowplow (factory plow package may be required)	\$8,350.00	\$8,767.50
Q.	Emergency lighting package front/rear	\$1,150.00	\$1,150.00

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00088

Page-4

New Mexico Employees Health Coverage

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

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00088

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Vendor:	(AB) Bob Turner's Ford Country dba Power Ford
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Item	Approx. Qty.	Unit
3	50	Each

Article and Description	Unit Price
-------------------------	------------

Utility vehicle, full-size, 4 door, 4 x 4

Base Cost: Per Unit, FOB, Dealer's Place of Business

\$26,373.00

Net Cost: Per Unit, FOB, Santa Fe, NM

Model: **EXPLORER**

Make: **FORD** Wheelbase: **119**

Engine: **2.3L** HP: **300** Torque: **310**

MPG: City: **20** HWY: **27**

Minimum Specifications:

Backup camera

Bluetooth/Hands free

Color: Factory standard to be determined by ordering agency

Defogger: Electric, rear window with wiper, factory installed

Floor vinyl covering

Fuel tanks: **Maximum** fuel capacity available

Glass: Factory standard tint all around

Horsepower: **290** Torque: **260**

Keys: Three (3) ignition keys total, two (2) of which must be fobs

Mirrors: Outside right/left below eye level. Inside-non glare day/night

Power door locks/power windows

Radio: MFG standard

Seats: Front, dual reclining cloth. Rear, cloth for 2 passengers

Tilt wheel/cruise control

Tires: Factory Standard

Top: Full cover, solid construction

Transmission: Automatic

Trim-interior: Color coordinated with exterior

Wheel base: **116"**

Windshield wipers: Intermittent with washer

Item 3 Options: (Option Content subject to compatibility)		
A.	2 wheel drive in lieu of 4 x 4 (all-season tires) (no skid plates)	(deduct) <u>\$400.00</u>
B.	Air bag lock	(add) <u>N/A</u>
C.	Brake controller	(add) <u>\$795.00</u>
D.	Cargo bulkhead screen behind driver	(add) <u>\$1,195.00</u>
E.	Cargo bulkhead screen behind second seat	(add) <u>\$1,195.00</u>
F.	Carpets w/floor mats <u>XLT</u>	(add) <u>\$4,850.00</u>
G.	Color other than factory standard production: (5 unit minimum)	(add) <u>N/A</u>
H.	Electric Powered Engine	(add) <u>N/A</u>

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00088

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I.	Electric/Gasoline Powered Engine LIMITED	(add)	\$21,850.00
J.	Engine: Other Gas 3.3 V6	(add)	\$995.00
K.	Factory standard skid plates	(add)	N/A
L.	Floor mats: All Weather	(add)	\$695.00
M.	Full size spare	(add)	\$895.00
N.	Grill Guard	(add)	\$895.00
O.	Heavy Duty Jack	(add)	N/A
P.	Keys: Additional	(add)	\$395.00
Q.	Light bar: Roof width with 10 LED's: Code 3 of Federal Signal (User agency must specify location at time of order)	(add)	\$2,050.00
R.	Light bar: Roof width with 16 LED's: Code 3 or Federal Signal (User agency must specify location at time of order)	(add)	\$2,350.00
S.	Limited slip differential or functional equivalent	(add)	N/A
T.	Locking rear differential	(add)	N/A
U.	Mileage charge: one (1) way delivery of unit to area(s) other than Santa Fe, NM	(add)	\$2.75
V.	Mirrors: heated, outside	(add)	\$4,850.00
W.	Mirrors: power	(add)	STD
X.	Mirrors: tow, trailer, power	(add)	N/A
Y.	Police lighting: Marked	(add)	\$21,750.00
Z.	Police lighting: Unmarked	(add)	\$19,500.00
AA.	Police partition	(add)	\$2,135.00
AB.	Police special service package PURSUIT	(add)	\$7,860.00
AC.	Police wiring harness	(add)	\$1,450.00
AD.	Power door locks/power windows	(deduct)	N/A
AE.	Premium Radio	(add)	\$4,850.00
AF.	Remote keyless entry	(add)	STD
AG.	Remote Start XLT PREM	(add)	\$8,578.00
AH.	Running boards	(add)	\$995.00
AI.	Seat: Front bucket	(add)	STD
AJ.	Seat: Third	(add)	STD
AK.	Seats: Cloth bucket no center console	(add)	N/A
AL.	Spotlight: 6-inch (each)	(add)	\$1,295.00
AM.	Spreader, Salt	(add)	N/A
AN.	Trailer towing package and Class 3 receiver hitch, less ball mount	(add)	\$1,195.00
AO.	Trailer towing package and Class 4 receiver hitch, less ball mount	(add)	N/A
AP.	Two-speed Transfer Case	(add)	N/A
AQ.	Vinyl seats	(deduct)	N/A
AR.	Warranty: Factory, 5 years – 125,000 miles for motor and drive train, \$100.00 deductible maximum. Up charge for diesel extended warranty	(add)	\$2,250.00
AS.	Warranty: Factory, 5 years – 100,000 miles for motor and drive train, \$100.00 deductible maximum	(add)	\$2,095.00
AT.	Warranty: Factory, 5 years – 75,000 miles, \$100.00 deductible maximum	(add)	\$2,275.00
AU.	Winch 8,000 lb. front mount	(add)	N/A
AV.	Wheel locks (installed by customer)	(add)	\$395.00
AW.	Window tint: Darker than MFG standard	(add)	\$395.00



10q. (c)

Requisitions Over \$20,000

2021 Dodge Durango Pursuit-Melloy Dodge
Sheriff's Dept.

PLEASE REMEMBER ANY REQUISITIONS OVER \$500.00 NOW REQUIRE 3 HARD QUOTES. ANY REQUEST \$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



BID/QUOTE

2021 Dodge Durango Pursuit

State contract 00-00000-20-00121

Item 4	Durango	\$33,355.00
Item T	Skid Plate	\$395.00
Item AA	Unmarked Package	\$10,078.00
Item AD	Blind Spot	\$525.00

Durango Total	\$44,353.00
----------------------	--------------------

James Cassell
Fleet Sales
Melloy Dodge
(505)922-2557 direct
(505)922-2580 fax
(505)239-2811 cell
jcassell@melloydodge.com



**State of New Mexico
General Services Department
REVISED
Statewide Price Agreement**

Awarded Vendor:
8 Awarded Vendors (See page 6-7)

Price Agreement Number: 00-00000-20-00121

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: Amber Sanchez *AMS*

Telephone No.: 505-827-0554

Email: Amber.Sanchez2@state.nm.us

Invoice:
As requested

Title: Police Pursuit

Term: November 13, 2020 thru November 12, 2021

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Date: 12/9/2020

Mark Hayden, New Mexico State Purchasing Agent

x This price agreement was signed on behalf of the State Purchasing Agent.

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00121

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Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00121

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subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

15. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Submission of Bid: Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

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

22. Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00121

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New Mexico Employees Health Coverage

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

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

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(AF) 0000137868

MJLL, Inc.

dba Melloy Chrysler-Jeep-Dodge-RAM

357 Emilio Lopez Rd

Los Lunas, NM 87031

(505) 866-3005

Randy@melloyfleet.com

Delivery: 120-180 Days

(AG) 0000087738

Phil Long Dealership LLC

dba Phil Long Ford of Raton, LLC

301 South Second Street

Raton, NM 87740

(505) 514-3552

Rbutler@phillong.com

Delivery: 90-100 Days ARO
(Subject to MFG & Up-fitter Scheduling)

(AH) 0000045904

Webb Automotive Group

3911 E. Main

Farmington, NM 87402

(505) 325-1911

fleet@webbauto.com

Delivery: Approx. 90-110 days

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Item 4: (AF) MJLL, Inc. dba Melloy Chrysler-Jeep-Dodge-RAM
Utility Vehicle, Mid-Size, Four Door, All-Wheel Drive, Police Pursuit Rated

Engine:

Shall have a minimum of three hundred and fifty (350) horsepower and three hundred and fifty (350) pound/feet of torque.

Wheel Base:

Must be no less than one hundred and ten (110) inches.

Make Offered.....	<u>DODGE</u>
Model Offered.....	<u>DURANGO POLICE</u>
Engine Offered.....	<u>5.7 V8</u>
HP / Torque.....	<u>360 / 390</u>
Base Price per Unit.....	<u>\$ 33,395.00</u>

Bid as Options:

A) All / Four Wheel Drive Delete	Deduct:	<u>STD</u>
B) Dark Car Feature Delete	Deduct:	<u>N/A</u>
C) Dual Battery	Add:	<u>N/A</u>
D) Engine, Other: <u>3.6L V6</u>	Add/Deduct:	<u>\$1,650.00</u>
E) Floor Covering, Carpet with Mats, Front Only	Add:	<u>\$250.00</u>
F) Floor Covering, Carpet with Mats, Front and Rear	Add:	<u>\$230.00</u>
G) Floor Covering, Rubber Mat Front and Rear	Add:	<u>\$130.00</u>
H) Four Re-Mappable Switches on Steering Wheel (Requires SYNC)	Add:	<u>N/A</u>
I) Four Re-Mappable Switches on Steering Wheel (Less SYNC)	Add:	<u>N/A</u>
J) Front License Plate Bracket, Delete	Deduct:	<u>N/A</u>
K) Interior Upgrade Package	Add:	<u>\$11,900.00</u>
L) Hybrid	Add:	<u>N/A</u>
M) Lockable Gas Cap and/or Door	Add:	<u>\$35.00</u>
N) Marked Police Package	Add:	<u>\$24,500.00</u>
O) Marked Police K-9 Package	Add:	<u>\$22,000.00</u>
P) Police Wiring Harness	Add:	<u>\$1,050.00</u>
Q) Power Adjustable Pedals	Add:	<u>\$480.00</u>
R) Rear Door Interior Handles Rendered Inoperable Delete	Deduct:	<u>N/A</u>
S) Remote Keyless Entry and Starting (If Available)	Add:	<u>\$450.00</u>
T) Skid Plates	Add:	<u>\$295.00</u>
U) Special Service Package Delete	Deduct:	<u>N/A</u>
V) Spot Light, Delete	Deduct:	<u>\$325.00</u>
W) Spot Light on Passenger Side	Add:	<u>\$490.00</u>
X) Trailer Brakes	Add:	<u>N/A</u>
Y) Trailer Tow Package, Less Trailer Brakes	Add:	<u>N/A</u>

State of New Mexico
General Services Department
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Item 4 (AF) Options Continued:

Z) Tires, Other:	Add:	<u>N/A</u>
AA) Unmarked Police Package	Add:	<u>\$16,500.00</u>
AB) Window Tinting Darker than MFG Standard	Add:	<u>\$325.00</u>
AC) Delivery – per mile	Add:	<u>\$2.00</u>
AD) Technology Group	Add:	<u>\$2,495.00</u>
AE) Ballistic Door Panel	Add:	<u>\$2,350.00</u>
AF) Power Lift Gate	Add:	<u>\$395.00</u>
AG) Third Row Seating	Add:	<u>\$1,095.00</u>
AH) Blind Spot	Add:	<u>\$525.00</u>



Cibola County, NM

Detail vs Budget Report Account Summary

Date Range: 07/01/2021 - 10/14/2021

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
401 - GENERAL FUND	Capital Outlay							
Expense								
401-005-408-00028		0.00	160,000.00	0.00	96,646.00	96,646.00	63,354.00	39.60 %
Expense Totals:		0.00	160,000.00	0.00	96,646.00	96,646.00	63,354.00	39.60 %
401 - GENERAL FUND Totals:		0.00	160,000.00	0.00	96,646.00	96,646.00	63,354.00	39.60 %
Report Total:		0.00	160,000.00	0.00	96,646.00	96,646.00	63,354.00	39.60 %



10q. (d)

Requisitions Over \$20,000

Core IT Upgrades

700 E. Roosevelt Ave. Suite 50

I.T. Dept

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



Pricing Proposal
Quotation #: 21079138
Valid Until: 10/29/2021

Cibola County

Jessie Carwile

700 East Roosevelt Avenue
Suite 50
Grants, NM 87020
United States
Phone: (505) 287-9431
Fax:
Email: jessie.carwile@co.cibola.nm.us

Inside Account Executive

Matthew Kemp

300 Davidson Ave, Somerset, NJ
08873
Phone: 732-652-0838
Fax:
Email: Matthew_Kemp@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SIMPLIVITY 380 GEN10 NC G NODE IN Hewlett Packard Enterprise - Part#: R6A82A	2	\$654.88	\$1,309.76
2 HPE SIMPLIVITY 380 GEN10 VMW NODE TRK Hewlett Packard Enterprise - Part#: R2G97A	2	\$0.28	\$0.56
3 NC/NR CTOE FACTORY-INTEGRATED Hewlett Packard Enterprise - Part#: R2G97A#0D1	2	\$0.00	\$0.00
4 INTEL XEON-G 5220R FIO KIT FOR DL380 G10 Hewlett Packard Enterprise - Part#: P23553-L21	2	\$1,667.32	\$3,334.64
5 HPE SimpliVity - DDR4 - kit - 768 GB: 12 x 64 GB - LRDIMM 28 Hewlett Packard Enterprise - Part#: R4C29A	2	\$11,429.18	\$22,858.36
6 FACTORY INTEGRATED Hewlett Packard Enterprise - Part#: R4C29A#0D1	2	\$0.00	\$0.00
7 HPE Box1/2 Cage/Backplane Kit - Storage drive cage - 2.5" - SATA / SAS - for Nimble Storage dHCI Large Solution with HPE ProLiant DL380 Gen10; ProLiant DL380 Gen10 Hewlett Packard Enterprise - Part#: 826691-B21	2	\$198.24	\$396.48
8 HPE Box1/2 Cage/Backplane Kit - Storage drive cage - 2.5" - SATA / SAS - factory integrated Hewlett Packard Enterprise - Part#: 826691-B21#0D1	2	\$0.00	\$0.00
9 HPE 300GB SAS 10K SFF SC MV HDD Hewlett Packard Enterprise - Part#: 872475-K21	4	\$134.17	\$536.68
10 FACTORY INTEGRATED Hewlett Packard Enterprise - Part#: 872475-K21#0D1	4	\$0.00	\$0.00

11	HPE SIMPLIVITY 4X1.92TB SFF SSD KIT Hewlett Packard Enterprise - Part#: R2Z28A	8	\$2,677.59	\$21,420.72
12	HPE - Extra Small Kit - solid state drive - 1.92 TB - factor Hewlett Packard Enterprise - Part#: R2Z28A#0D1	8	\$0.00	\$0.00
13	HPE 640SFP28 - Network adapter - PCIe 3.0 x8 / PCIe 3.0 x4 low profile - 25 Gigabit Ethernet x 2 - for Nimble Storage dHCI Small Solution with HPE ProLiant DL360 Gen10; ProLiant DL360 Gen10 Hewlett Packard Enterprise - Part#: 817753-B21	2	\$445.90	\$891.80
14	HPE 640SFP28 - Network adapter - PCIe 3.0 x8 / PCIe 3.0 x4 low profile - 25 Gigabit Ethernet x 2 - factory integrated Hewlett Packard Enterprise - Part#: 817753-B21#0D1	2	\$0.00	\$0.00
15	HPE 96W Smart Storage - Storage device battery - lithium ion - for ProLiant DL360 Gen10, DL365 Gen10, DL380 Gen10 Hewlett Packard Enterprise - Part#: P01366-B21	2	\$84.36	\$168.72
16	HPE 96W Smart Storage - Battery - factory integrated Hewlett Packard Enterprise - Part#: P01366-B21#0D1	2	\$0.00	\$0.00
17	HPE Smart Array P816i-a SR Gen10 - Storage controller (RAID) - 16 Channel - SATA 6Gb/s / SAS 12Gb/s - 12 Gbit/s - RAID 0, 1, 5, 6, 10, 50, 60, 1 ADM, 10 ADM - PCIe 3.0 x8 - for ProLiant DL360 Gen10, DL380 Gen10 Hewlett Packard Enterprise - Part#: 804338-B21	2	\$722.47	\$1,444.94
18	HPE Smart Array P816i-a SR Gen10 - Storage controller (RAID) - 16 Channel - SATA 6Gb/s / SAS 12Gb/s - 12 Gbit/s - RAID 0, 1, 5, 6, 10, 50, 60, 1 ADM, 10 ADM - PCIe 3.0 x8 - factory integrated Hewlett Packard Enterprise - Part#: 804338-B21#0D1	2	\$0.00	\$0.00
19	HPE 331FLR - Network adapter - PCIe 2.0 x4 - Gigabit Ethernet x 4 - for Nimble Storage dHCI Large Solution with HPE ProLiant DL380 Gen10; ProLiant DL560 Gen10 Hewlett Packard Enterprise - Part#: 629135-B22	2	\$223.70	\$447.40
20	FACTORY INTEGRATED Hewlett Packard Enterprise - Part#: 629135-B22#0D1	2	\$0.00	\$0.00
21	HPE 800W FS UNIV HT PLG LH PWR SPLY KIT Hewlett Packard Enterprise - Part#: 865428-B21	4	\$247.05	\$988.20
22	HPE Universal Power Supply Kit - Power supply - hot-plug / redundant (plug-in module) - Flex Slot - 80 PLUS Platinum - AC 277 / DC 380 V - 800 Watt - 877 VA - factory integrated Hewlett Packard Enterprise - Part#: 865428-B21#0D1	4	\$0.00	\$0.00
23	HPE Jumper Cord - Power cable - Saf-D-Grid to Saf-D-Grid - 2 m - for Apollo r2600 Gen10 Premium, r2800 Gen10 Flexible Hewlett Packard Enterprise - Part#: J6X00A	4	\$74.84	\$299.36
24	HPE Jumper Cord - Power cable - Saf-D-Grid to Saf-D-Grid - AC 277 V - 2 m - factory integrated Hewlett Packard Enterprise - Part#: J6X00A#0D1	4	\$0.00	\$0.00
25	Integrated Lights-Out Advanced Blade - 3Y Spt Hewlett Packard Enterprise - Part#: BD505A	2	\$275.54	\$551.08

26	FACTORY INTEGRATED Hewlett Packard Enterprise - Part#: BD505A#0D1	2	\$0.00	\$0.00
27	HPE SimpliVity 380 G - License - 1 processor, 21 TB capacity Hewlett Packard Enterprise - Part#: R4D17A	2	\$3,251.91	\$6,503.82
28	HPE - Cable management arm - 2U - for ProLiant DL380p Gen8; SimpliVity 380 Gen10, 380 Gen9; StoreEasy 1660 Hewlett Packard Enterprise - Part#: 733664-B21	2	\$42.30	\$84.60
29	HPE - Cable management arm - 2U - factory integrated Hewlett Packard Enterprise - Part#: 733664-B21#0D1	2	\$0.00	\$0.00
30	HPE - System cabinet bezel kit - 2U - for Apollo 4200 Gen10, r2600 Gen10; Cloudline CL2800 Gen10; ProLiant DL180 Gen10 Hewlett Packard Enterprise - Part#: 867809-B21	2	\$51.11	\$102.22
31	FACTORY INTEGRATED Hewlett Packard Enterprise - Part#: 867809-B21#0D1	2	\$0.00	\$0.00
32	HPE - Systems insight display kit - for Nimble Storage dHCI Large Solution with HPE ProLiant DL380 Gen10; ProLiant DL380 Gen10 Hewlett Packard Enterprise - Part#: 826703-B21	2	\$109.28	\$218.56
33	HPE - Systems insight display kit - factory integrated Hewlett Packard Enterprise - Part#: 826703-B21#0D1	2	\$0.00	\$0.00
34	HPE Small Form Factor Easy Install Rail Kit - Rack rail kit - 2U - for ProLiant DL380p Gen8, DL385p Gen8, DX380 Gen10; SimpliVity 380 Gen10, 380 Gen9 Hewlett Packard Enterprise - Part#: 733660-B21	2	\$64.62	\$129.24
35	HPE Small Form Factor Easy Install Rail Kit - Rack rail kit - 2U - factory integrated Hewlett Packard Enterprise - Part#: 733660-B21#0D1	2	\$0.00	\$0.00
36	HPE BLC 10G SFP+ SFP+ 3M DAC CABLE Hewlett Packard Enterprise - Part#: 487655-B21	8	\$135.12	\$1,080.96
37	HPE Installation & Startup Service - Installation / configuration - on-site Hewlett Packard Enterprise - Part#: HA114A1	1	\$0.00	\$0.00
38	HPE Installation & Startup Service - installation / configur Hewlett Packard Enterprise - Part#: HA114A1#5LY	2	\$844.37	\$1,688.74
39	HPE Pointnext Tech Care Essential Service with Defective Med Hewlett Packard Enterprise - Part#: HU4A7A5	1	\$0.00	\$0.00
40	HPE Pointnext Tech Care Essential Service with Defective Med Hewlett Packard Enterprise - Part#: HU4A7A5#R2M	2	\$30.90	\$61.80
41	HPE Pointnext Tech Care Essential Service with Defective Media Retention - Extended service agreement - parts and labor - 5 years - on-site - 24x7 - response time: 4 h Hewlett Packard Enterprise - Part#: HU4A7A5#Z76	2	\$2,692.20	\$5,384.40
42	HPE SIMPLIVITY 380 G 1P 21TB SW SUPPORT	2	\$12,116.30	\$24,232.60

Hewlett Packard Enterprise - Part#: HU4A7A5#Z5Y

43	HPE Installation & Startup Service - Installation / configuration - 1 incident - on-site Hewlett Packard Enterprise - Part#: HA124A1	1	\$0.00	\$0.00
44	HPE Installation & Startup Service - Remote installations / configuration - on-site - business hours Hewlett Packard Enterprise - Part#: HA124A1#5LZ	2	\$1,216.67	\$2,433.34
			Subtotal	\$96,568.98
			Total	\$96,568.98

Additional Comments

Please Note: Hewlett Packard Enterprise has a zero returns policy on custom build machines.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



10q. (e)

Requisitions Over

\$20,000

Core IT Upgrades
2001 Clif Lear Road
ARPA Funds

649-200-400-00105



Pricing Proposal
Quotation #: 21080097
Valid Until: 10/29/2021

Cibola County

Jessie Carwile

700 East Roosevelt Avenue
Suite 50
Grants, NM 87020
United States
Phone: (505) 287-9431
Fax:
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Inside Account Executive

Matthew Kemp

300 Davidson Ave, Somerset, NJ
08873
Phone: 732-652-0838
Fax:
Email: Matthew_Kemp@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SIMPLIVITY 380 GEN10 NC G NODE IN Hewlett Packard Enterprise - Part#: R6A82A	2	\$654.88	\$1,309.76
2 HPE SIMPLIVITY 380 GEN10 VMW NODE TRK Hewlett Packard Enterprise - Part#: R2G97A	2	\$0.28	\$0.56
3 NC/NR CTOE FACTORY-INTEGRATED Hewlett Packard Enterprise - Part#: R2G97A#0D1	2	\$0.00	\$0.00
4 INTEL XEON-G 5220R FIO KIT FOR DL380 G10 Hewlett Packard Enterprise - Part#: P23553-L21	2	\$1,667.32	\$3,334.64
5 HPE SimpliVity - DDR4 - kit - 768 GB: 12 x 64 GB - LRDIMM 28 Hewlett Packard Enterprise - Part#: R4C29A	2	\$11,429.18	\$22,858.36
6 FACTORY INTEGRATED Hewlett Packard Enterprise - Part#: R4C29A#0D1	2	\$0.00	\$0.00
7 HPE Box1/2 Cage/Backplane Kit - Storage drive cage - 2.5" - SATA / SAS - for Nimble Storage dHCI Large Solution with HPE ProLiant DL380 Gen10; ProLiant DL380 Gen10 Hewlett Packard Enterprise - Part#: 826691-B21	2	\$198.24	\$396.48
8 HPE Box1/2 Cage/Backplane Kit - Storage drive cage - 2.5" - SATA / SAS - factory integrated Hewlett Packard Enterprise - Part#: 826691-B21#0D1	2	\$0.00	\$0.00
9 HPE 300GB SAS 10K SFF SC MV HDD Hewlett Packard Enterprise - Part#: 872475-K21	4	\$134.17	\$536.68
10 FACTORY INTEGRATED Hewlett Packard Enterprise - Part#: 872475-K21#0D1	4	\$0.00	\$0.00

11	HPE SIMPLIVITY 4X1.92TB SFF SSD KIT Hewlett Packard Enterprise - Part#: R2Z28A	8	\$2,677.59	\$21,420.72
12	HPE - Extra Small Kit - solid state drive - 1.92 TB - factor Hewlett Packard Enterprise - Part#: R2Z28A#0D1	8	\$0.00	\$0.00
13	HPE 640SFP28 - Network adapter - PCIe 3.0 x8 / PCIe 3.0 x4 low profile - 25 Gigabit Ethernet x 2 - for Nimble Storage dHCI Small Solution with HPE ProLiant DL360 Gen10; ProLiant DL360 Gen10 Hewlett Packard Enterprise - Part#: 817753-B21	2	\$445.90	\$891.80
14	HPE 640SFP28 - Network adapter - PCIe 3.0 x8 / PCIe 3.0 x4 low profile - 25 Gigabit Ethernet x 2 - factory integrated Hewlett Packard Enterprise - Part#: 817753-B21#0D1	2	\$0.00	\$0.00
15	HPE 96W Smart Storage - Storage device battery - lithium ion - for ProLiant DL360 Gen10, DL365 Gen10, DL380 Gen10 Hewlett Packard Enterprise - Part#: P01366-B21	2	\$84.36	\$168.72
16	HPE 96W Smart Storage - Battery - factory integrated Hewlett Packard Enterprise - Part#: P01366-B21#0D1	2	\$0.00	\$0.00
17	HPE Smart Array P816i-a SR Gen10 - Storage controller (RAID) - 16 Channel - SATA 6Gb/s / SAS 12Gb/s - 12 Gbit/s - RAID 0, 1, 5, 6, 10, 50, 60, 1 ADM, 10 ADM - PCIe 3.0 x8 - for ProLiant DL360 Gen10, DL380 Gen10 Hewlett Packard Enterprise - Part#: 804338-B21	2	\$722.47	\$1,444.94
18	HPE Smart Array P816i-a SR Gen10 - Storage controller (RAID) - 16 Channel - SATA 6Gb/s / SAS 12Gb/s - 12 Gbit/s - RAID 0, 1, 5, 6, 10, 50, 60, 1 ADM, 10 ADM - PCIe 3.0 x8 - factory integrated Hewlett Packard Enterprise - Part#: 804338-B21#0D1	2	\$0.00	\$0.00
19	HPE 331FLR - Network adapter - PCIe 2.0 x4 - Gigabit Ethernet x 4 - for Nimble Storage dHCI Large Solution with HPE ProLiant DL380 Gen10; ProLiant DL560 Gen10 Hewlett Packard Enterprise - Part#: 629135-B22	2	\$223.70	\$447.40
20	FACTORY INTEGRATED Hewlett Packard Enterprise - Part#: 629135-B22#0D1	2	\$0.00	\$0.00
21	HPE 800W FS UNIV HT PLG LH PWR SPLY KIT Hewlett Packard Enterprise - Part#: 865428-B21	4	\$247.05	\$988.20
22	HPE Universal Power Supply Kit - Power supply - hot-plug / redundant (plug-in module) - Flex Slot - 80 PLUS Platinum - AC 277 / DC 380 V - 800 Watt - 877 VA - factory integrated Hewlett Packard Enterprise - Part#: 865428-B21#0D1	4	\$0.00	\$0.00
23	HPE Jumper Cord - Power cable - Saf-D-Grid to Saf-D-Grid - 2 m - for Apollo r2600 Gen10 Premium, r2800 Gen10 Flexible Hewlett Packard Enterprise - Part#: J6X00A	4	\$74.84	\$299.36
24	HPE Jumper Cord - Power cable - Saf-D-Grid to Saf-D-Grid - AC 277 V - 2 m - factory integrated Hewlett Packard Enterprise - Part#: J6X00A#0D1	4	\$0.00	\$0.00
25	Integrated Lights-Out Advanced Blade - 3Y Spt Hewlett Packard Enterprise - Part#: BD505A	2	\$275.54	\$551.08

26	FACTORY INTEGRATED Hewlett Packard Enterprise - Part#: BD505A#0D1	2	\$0.00	\$0.00
27	HPE SimpliVity 380 G - License - 1 processor, 21 TB capacity Hewlett Packard Enterprise - Part#: R4D17A	2	\$3,251.91	\$6,503.82
28	HPE - Cable management arm - 2U - for ProLiant DL380p Gen8; SimpliVity 380 Gen10, 380 Gen9; StoreEasy 1660 Hewlett Packard Enterprise - Part#: 733664-B21	2	\$42.30	\$84.60
29	HPE - Cable management arm - 2U - factory integrated Hewlett Packard Enterprise - Part#: 733664-B21#0D1	2	\$0.00	\$0.00
30	HPE - System cabinet bezel kit - 2U - for Apollo 4200 Gen10, r2600 Gen10; Cloudline CL2800 Gen10; ProLiant DL180 Gen10 Hewlett Packard Enterprise - Part#: 867809-B21	2	\$51.11	\$102.22
31	FACTORY INTEGRATED Hewlett Packard Enterprise - Part#: 867809-B21#0D1	2	\$0.00	\$0.00
32	HPE - Systems insight display kit - for Nimble Storage dHCI Large Solution with HPE ProLiant DL380 Gen10; ProLiant DL380 Gen10 Hewlett Packard Enterprise - Part#: 826703-B21	2	\$109.28	\$218.56
33	HPE - Systems insight display kit - factory integrated Hewlett Packard Enterprise - Part#: 826703-B21#0D1	2	\$0.00	\$0.00
34	HPE Small Form Factor Easy Install Rail Kit - Rack rail kit - 2U - for ProLiant DL380p Gen8, DL385p Gen8, DX380 Gen10; SimpliVity 380 Gen10, 380 Gen9 Hewlett Packard Enterprise - Part#: 733660-B21	2	\$64.62	\$129.24
35	HPE Small Form Factor Easy Install Rail Kit - Rack rail kit - 2U - factory integrated Hewlett Packard Enterprise - Part#: 733660-B21#0D1	2	\$0.00	\$0.00
36	HPE SimpliVity RapidDR - Starter License - 25 VMs - ESD Hewlett Packard Enterprise - Part#: Q8E46AAE	1	\$1,375.89	\$1,375.89
37	HPE BLC 10G SFP+ SFP+ 3M DAC CABLE Hewlett Packard Enterprise - Part#: 487655-B21	8	\$135.12	\$1,080.96
38	HPE Installation & Startup Service - Installation / configuration - on-site Hewlett Packard Enterprise - Part#: HA114A1	1	\$0.00	\$0.00
39	HPE Installation & Startup Service - installation / configur Hewlett Packard Enterprise - Part#: HA114A1#5LY	2	\$844.37	\$1,688.74
40	HPE Pointnext Tech Care Essential Service with Defective Med Hewlett Packard Enterprise - Part#: HU4A7A5	1	\$0.00	\$0.00
41	HPE Pointnext Tech Care Essential Service with Defective Med Hewlett Packard Enterprise - Part#: HU4A7A5#R2M	2	\$30.90	\$61.80
42	HPE Pointnext Tech Care Essential Service with Defective Media Retention - Extended service agreement - parts and labor - 5 years - on-site - 24x7 - response time: 4 h	2	\$2,692.20	\$5,384.40

Hewlett Packard Enterprise - Part#: HU4A7A5#Z76

43	HPE SIMPLIVITY 380 G 1P 21TB SW SUPPORT Hewlett Packard Enterprise - Part#: HU4A7A5#Z5Y	2	\$12,116.30	\$24,232.60
44	HPE Pointnext Tech Care Essential Service - Extended service agreement - parts and labor - 5 years - on-site - 24x7 - response time: 4 h Hewlett Packard Enterprise - Part#: HU4A6A5	1	\$0.00	\$0.00
45	HPE Pointnext Tech Care Essential Service - Technical support - for HPE Data Protector RapidDR - 25 virtual machines - Per Socket License - phone consulting - 5 years - 24x7 - response time: 15 min Hewlett Packard Enterprise - Part#: HU4A6A5#XXJ	1	\$1,307.24	\$1,307.24
46	HPE Installation & Startup Service - Installation / configuration - 1 incident - on-site Hewlett Packard Enterprise - Part#: HA124A1	1	\$0.00	\$0.00
47	HPE Installation & Startup Service - Remote installations / configuration - on-site - business hours Hewlett Packard Enterprise - Part#: HA124A1#5LZ	2	\$1,216.67	\$2,433.34
48	HPE Installation & Startup Service - Installation / configuration - for HPE SimpliVity RapidDR - business hours Hewlett Packard Enterprise - Part#: HA124A1#5YR	1	\$4,046.03	\$4,046.03
			Subtotal	\$103,298.14
			Total	\$103,298.14

Additional Comments

Please Note: Hewlett Packard Enterprise has a zero returns policy on custom build machines.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

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