



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, March 24, 2022 5:00 p.m. Cibola County Commission Chambers

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. 02.24.2022 Regular Commission Meeting
- b. 03.07.2022 Special Canvassing Commission Meeting

8. **Reports**

- a. Budget and Finance Report- Kate Fletcher-County Manager & Paul Ludi-Finance Director
- b. Road Department-2022/23 Road Projects-Edward Salazar, Joseph Baca

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

- a. Consideration of Resolution 2022-21 Budget Adjustment Number 5
- b. Consideration of (2) Inter-Governmental Agreements (IGA) for The Housing of Inmates Between:
 - a) Cibola County and the City of Grants
 - b) Cibola County and Village of Milan
- c. Consideration of Resolution 2022-22 2022 Annual Certified County Maintained Mileage Report
- d. Consideration of Selecting Two Commissioner Representatives to Attend Meeting with Acoma Pueblo Officials

- e. Consideration of Resolution 2022-19 Directing the Publication of An Ordinance Authorizing The Execution and Delivery of a Taxable Loan Agreement And Intercept Agreement By and Between The County and NMFA
- f. Consideration to approve requisitions over \$20,000
 - a. Power Ford-F-550-Road Dept.- \$69,422.00

10. Executive 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:

Pursuant to Section 10-15-1 (H) the following matters may 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.

11. Announcements

Cibola County Offices Will Be Closed, Friday, April 15th, 2022, In Observation Of The Easter Holiday. The Next Regular Commission Meeting will be on April 28th, 2022, at 5:00 p.m.

12. Adjournment



7a.

Minutes

02.24.2022

Regular Commission
Meeting Minutes

Regular Commission Meeting
Thursday, February 24th, 2022
5:00 p.m.
Cibola County Commission Chambers

Elected Officials Present Staff

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

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

1. **Call to Order**
5:00 pm
2. **Roll Call**
Chairman Torrez, Commissioner Windhorst, and Commissioner Lowery were present,
(Commissioner Garcia and Commissioner Lucero were absent.)
3. **Pledge of Allegiance**
Led by Commissioner Lowery, recited by all
4. **Prayer**
Led by Commissioner Windhorst
5. **Approval of Agenda**
Motion to approve agenda by Commissioner Windhorst
Second made by Lowery with removing items c, d, and f under New Business 3-0 affirmative
6. **Public Comment**
Les Gaines (Gave a few comments on the 2022 Quadrathlon)
7. **Minutes**
 - a. **Minutes from January 11th, 2022, Special Commission Meeting**
 - b. **Minutes from January 27th, 2022, Regular Commission Meeting**Motion to approve Minutes made by Commissioner Windhorst
Second made by Commissioner Lowery. 3-0 affirmative
8. **Reports**
 - a. **Budget and Finance Report- Kate Fletcher-County Manager & Paul Ludi-Finance Director
Tyler Software – Jessie Carwile, and Mindy Cunningham (Reports on File)**
9. **New Business – Action May Be Taken**
 - a. **Consideration of Resolution 2022-20 Budget Adjustment Number 4**Motion to approve item A. motioned by Commissioner Windhorst
Second made by Lowery. 3-0 affirmative

b. Consideration of FY22 Economic Development Professional Services Agreement
Motion to approve item B. motioned by Commissioner Windhorst
Second made by Lowery. 3-0 affirmative

c. Item C. was removed

d. Item D. was removed

e. Consideration of Purchase of Tyler Software Upgrade
Motion to approve item E. motioned by Commissioner Windhorst
Second made by Lowery. 3-0 affirmative

f. Item F. was removed

10. Executive 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:

Motion to go into Executive Session made by Commissioner Windhorst,
Second by Commissioner Lowery 3-0 affirmative at 6:01 p.m.

Pursuant to Section 10-15-1 (H) (8) the following matters may be discussed in closed session:

- a. Pending or threatened litigation 10-15-1 (H) (7)
 1. Cibola County vs. Jaynes, Inc.
- b. Real Property 10-15-1 (H) (2)
 1. Smith's / Kroger Inc. – 700 E. Roosevelt Ave., Suite 10. Grants, NM 87020
- 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 Closed, and That No Final Action Was Taken, As Per New Mexico Statutes Section §10-15-1

Motion made to return to Regular Session made by Commissioner Lowery,
second by Commissioner Windhorst 3-0 affirmative at 6:42 p.m.

11. New Business-Action May Be Taken -No Action Taken

- a. Direction to Staff Regarding Cibola County vs. Jaynes, Inc.
- b. Direction to Staff Regarding Smith's / Kroger Inc.

12. Announcements

The Next Regular Commission Meeting will be March 24th, 2022, at 5:00p.m.

13. Adjournment

6:42 p.m.

PASSED, APPROVED, and ADOPTED this 24th day of March 2022

BOARD OF COUNTY COMMISSIONERS

Daniel Torrez, Chairman

Martha Garcia, 1st Vice Chairman

Christine Lowery, 2nd Vice Chairman

Robert Windhorst, Commissioner

Ralph Lucero, Commissioner

ATTEST:

Michelle E. Dominguez, Cibola County Clerk

Date: _____

SEAL



7b.

Minutes

03.07.2022

Special Canvassing
Commission Meeting
Minutes

Cibola County Board of Commissioners
Special Canvassing Meeting
Monday, March 7th, 2022

The Cibola County Clerk's Office held a Canvassing Meeting on Monday, March 7th, 2022, at 5:00 pm in the Cibola County Commission Center

Present Staff:

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

Staff:

Kate Fletcher, Manager
Michelle Dominguez, Clerk
Natalie Grine, Chief Deputy Clerk
Denise Salcido BOE Coordinator
Evelyn Tennant BOE Tech

1. Call to Order

Chairman Torrez called the meeting to order at 5:00 p.m.

2. Roll Call

Chairman Torrez does roll call 4-5 Commissioners in attendance Commissioner Windhorst was absent.

3. Pledge of Allegiance

Led by Commissioner Lowery.

4. Prayer

1st Vice Chair Garcia led us in prayer.

5. Approval of Agenda

Motion to approve the agenda was made by commissioner Lucero, second by Commissioner Lowery 4-0 affirmative.

City Clerk Frances Salis gave a summary of the election results to the commission along with a spread sheet. Frances stated that the City of Grants has a total of 4974 registered voters and the total voter turnout for the City of Grants was 1382.

Denise Baca from the Village of Milan stated that there are a total of 1167 registered voters in Milan. The total turn out for the Village of Milan was 205.

6. New Business- Action May Be Taken

(County Commission Convenes as Canvassing Board)

- a. Canvass of the Official 2022 Election results for the 2022 Municipal Officer Election (MOE) for the City of Grants.

Motion to approve 2022 Election results for the City of Grants was made by Commissioner Garcia, second by Commissioner Lucero 4-0 affirmative.

- b. Canvass of the Official 2022 Election results for the 2022 Municipal Officer Election (MOE) for the Village of Milan.

Motion to approve 2022 Election results for the Village of Milan was made by Commissioner Lucero, second by Commissioner Lowery 4-0 affirmative.

7. Announcements

The next Regular Commission Meeting will be held on March 24th, 2022, at 5:00 p.m. in the Cibola County Commission Chambers.

8. Adjournment:

Canvassing Meeting adjourned at 5:17 p.m.

PASSED, APPROVED, and ADOPTED this 24^h of March, 2022

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 February 28th, 2022

Cibola County

Commission Meeting

March 24, 2022



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 February 28, 2022





IMPORTANT
UPDATES

Cibola County Updates

- Finance Reports & the finalized FY 22 Budget located on Finance Department webpage.
- Wendy Self in the Manager's Office is reconciled to the bank through February 28 for Main Operating account and the Treasurer's office has the Tax operating account reconciled through January 31 as well.

Entity Reporting Checklist

	Due on or before October 31	Due on or before January 31	Due on or before April 30	Due on or before July 31
1st quarter	2nd quarter	3rd quarter	4th quarter	
Rockin 66	Yes	Yes		
Chamber of Commerce	X	X		
EDF	Sent in March	Sent in March		
Bookmobile	Yes	Yes		
Mainstreet	X	Yes		
NMSU Extension	Yes	Yes		

\$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 & 7-1-6.64 – Local Distribution:

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	\$580,018	\$674,226	\$535,367	\$559,873	\$468,410			
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



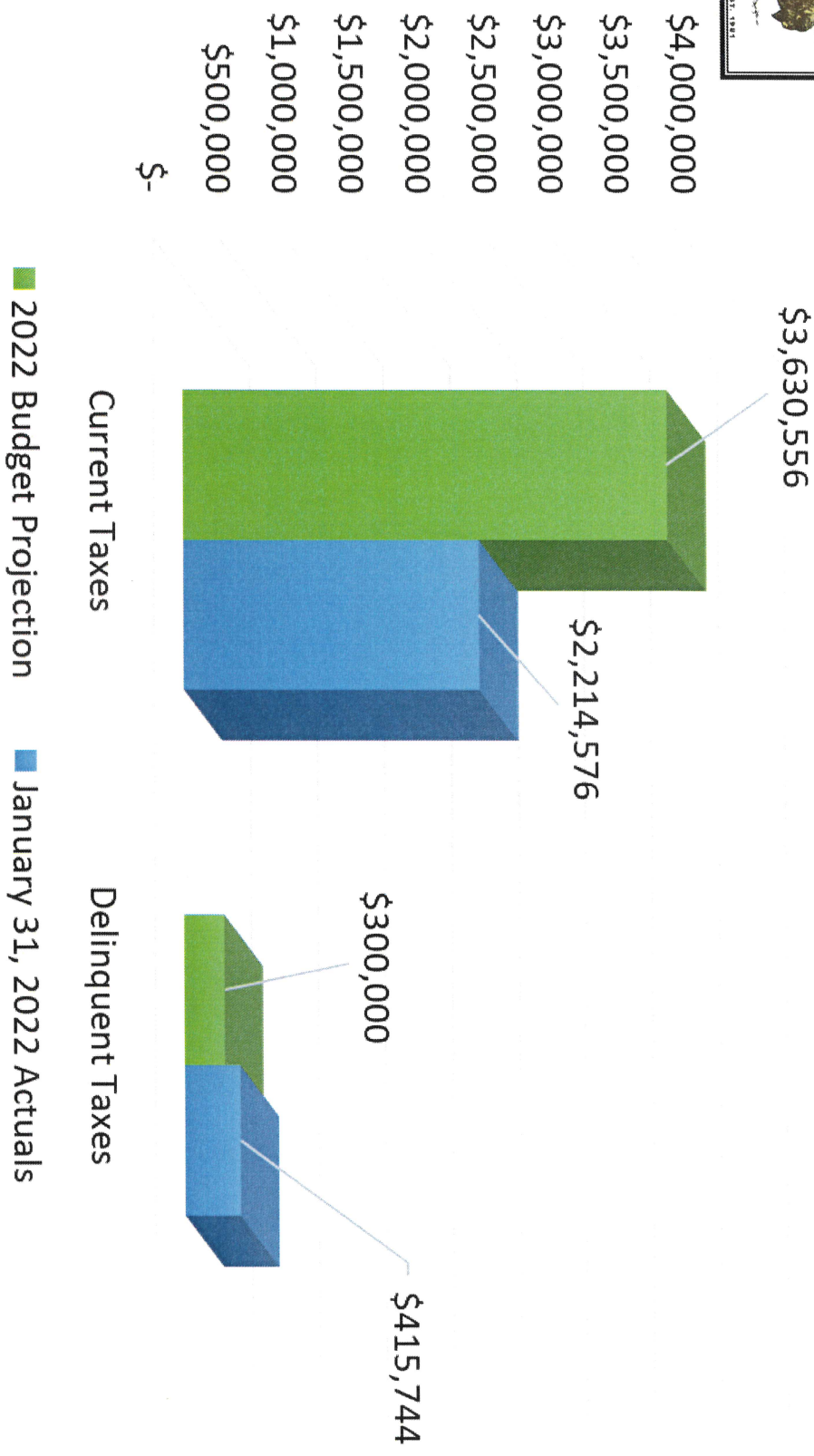
Comparison of Net GRT including Contracts (Intercepts), New Comp Tax, and effects of COVID on GRT

When Covid First Impacted GRT





Property Tax Collections





Cibola County Monthly Report - As of February 28, 2022

	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
Active Funds									
101 - INVESTMENT FUND	\$0.00	\$5,269,769.14	\$3,994.81	\$0.00	\$0.00	\$105,719.54	\$5,273,783.95	\$0.00	\$1,566,193.77
401 - GENERAL FUND	\$6,095,825.92	\$0.00	\$7,361,321.12	(\$1,205,892.73)	(\$5,823,666.30)	\$105,719.54	\$6,533,307.55	\$0.00	\$6,533,307.55
402 - ROAD	\$120,326.84	\$0.00	\$776,709.57	\$100,000.00	(\$7,104.12)	(\$1,096.00)	\$25,591.41	\$0.00	\$25,591.41
403 - FARM & RANGE	\$0.00	\$0.00	\$0.00	\$6,000.00	(\$7,104.12)	\$0.00	\$895.88	\$0.00	\$895.88
406 - INDIGENT	\$97,455.34	\$0.00	\$433,479.92	\$0.00	(\$154,018.43)	\$0.00	\$376,916.83	\$0.00	\$376,916.83
407 - SAN RAFAEL VFD	\$167,250.21	\$0.00	\$185,884.00	(\$39,471.00)	(\$58,331.90)	\$0.00	\$255,331.31	\$0.00	\$255,331.31
408 - BLUEWATER VFD	\$250,707.52	\$0.00	\$94,415.00	(\$18,687.00)	(\$20,930.66)	\$0.00	\$305,504.86	\$0.00	\$305,504.86
409 - LOBO CANYON VFD	\$171,589.67	\$0.00	\$2,946.00	\$43,525.00	(\$9,468.21)	\$0.00	\$208,592.46	\$0.00	\$208,592.46
413 - PINEHILL EMS	\$0.00	\$0.00	\$13,521.00	\$0.00	(\$1,067.21)	\$0.00	\$12,453.79	\$0.00	\$12,453.79
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	\$286,951.00	\$7,000.00	(\$92,742.86)	\$0.00	\$515,758.73	\$0.00	\$515,758.73
418 - CANYON KITCHEN VFD	\$48,986.33	\$0.00	\$365,393.00	(\$31,189.00)	(\$18,648.24)	\$0.00	\$364,542.09	\$0.00	\$364,542.09
419 - LAGUNA VFD	\$418,242.30	\$0.00	\$341,688.00	\$0.00	(\$239,085.79)	\$0.00	\$520,844.51	\$0.00	\$520,844.51
424 - CUBERO VFD	\$138,644.12	\$0.00	\$85,422.00	(\$6,787.00)	(\$43,840.77)	\$0.00	\$173,438.35	\$0.00	\$173,438.35
425 - CUBERO EMS	\$2,919.51	\$0.00	\$5,000.00	\$0.00	(\$949.30)	\$0.00	\$6,970.21	\$0.00	\$6,970.21
427 - EL MORRO VFD	\$226,848.60	\$0.00	\$56,951.00	\$7,000.00	(\$77,139.49)	\$0.00	\$213,660.11	\$0.00	\$213,660.11
428 - SUPERIOR AMBULANCE	\$176.53	\$0.00	\$10,259.00	(\$4,000.00)	\$0.00	\$0.00	\$10,435.53	\$0.00	\$10,435.53
435 - CONSOLIDATED DISPATCH	\$165,152.67	\$0.00	\$820,400.69	(\$4,000.00)	(\$750,049.76)	\$0.00	\$231,503.60	\$0.00	\$231,503.60
438 - DMI GRANT	\$0.00	\$0.00	\$0.00	\$1,967.87	(\$29,949.07)	\$0.00	(\$27,981.20)	\$0.00	(\$27,981.20)
439 - DMI DISTRIBUTION	\$195,169.27	\$0.00	\$178,633.21	(\$1,967.87)	(\$265,798.92)	\$0.00	\$106,035.69	\$0.00	\$106,035.69
440 - NM DOT DMI Grant	\$0.00	\$0.00	\$0.00	\$0.00	(\$723.06)	\$0.00	(\$723.06)	\$0.00	(\$723.06)
475 - COUNTY FIRE PROTECTION	\$793,808.26	\$0.00	\$221,736.09	(\$42,000.00)	(\$7,391.47)	\$0.00	\$966,152.88	\$0.00	\$966,152.88
500 - CLERK RECORDING/FILING	\$66,393.78	\$0.00	\$30,069.00	\$0.00	(\$27,603.22)	\$0.00	\$68,859.56	\$0.00	\$68,859.56
569 - 2014A BOND INCOME FUND	\$0.00	\$0.00	\$870,359.58	\$0.00	(\$119,905.48)	\$0.00	\$750,454.10	\$0.00	\$750,454.10
570 - 2014B BOND INCOME FUND	\$0.00	\$0.00	\$1,632,846.45	\$0.00	(\$235,835.70)	\$0.00	\$1,397,010.75	\$0.00	\$1,397,010.75
575 - NMFA LOANS	\$0.00	\$66,602.04	\$349.40	\$100,608.00	(\$6,531.00)	\$0.00	\$161,028.44	\$0.00	\$161,028.44
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	\$116,271.00	\$4,000.00	(\$86,413.79)	\$0.00	\$76,666.16	\$0.00	\$76,666.16
605 - LAW ENFORCEMENT PROTECTION	\$164.98	\$0.00	\$29,000.00	(\$19,999.00)	\$0.00	\$0.00	\$9,165.98	\$0.00	\$9,165.98
- NMADOT LOCAL GOV. TRANS. GRANT	\$902,500.00	\$0.00	\$0.00	\$0.00	(\$32,452.53)	\$0.00	\$870,047.47	\$0.00	\$870,047.47
607 - QUARTZ HILL PROJECT	\$0.00	\$0.00	\$221,973.14	\$0.00	(\$164,170.54)	\$0.00	\$57,802.60	\$0.00	\$57,802.60
609 - CARES ACT ELECTION'S GRANT	\$25,770.28	\$0.00	\$0.00	\$0.00	(\$25,770.28)	\$0.00	\$0.00	\$0.00	\$0.00
610 - CENSUS BUREAU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
614 - DETENTION CENTER	\$117,027.75	\$0.00	\$1,771,776.23	\$1,100,000.00	(\$2,541,605.40)	(\$97,260.24)	\$359,938.34	\$0.00	\$359,938.34
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	\$57,222.22	\$0.00	(\$149,746.76)	\$0.00	\$163,463.49	\$0.00	\$163,463.49
648 - TPE COUNTY ROAD 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
649 - AMERICAN RESCUE PLAN ACT	\$2,590,653.00	\$0.00	\$0.00	\$0.00	(\$249,536.05)	\$0.00	\$2,341,116.95	\$0.00	\$2,341,116.95
650 - NMFA COMP. & LEDA GRANT	\$0.00	\$0.00	\$0.00	\$6,566.00	(\$26,248.67)	\$0.00	(\$17,682.67)	\$0.00	(\$17,682.67)
651 - CAPITAL OUTLAY PROJECTS	\$32,787.65	\$0.00	\$26,537.26	(\$10,673.27)	(\$166,907.25)	\$0.00	(\$118,255.61)	\$0.00	(\$118,255.61)
TOTALS=	\$13,251,311.88	\$5,336,371.18	\$16,012,123.69	\$0.00	(\$12,403,981.23)	\$17,363.30	\$22,213,188.82	(\$3,707,570.18)	\$18,505,618.64

BAR #5 Resolution 2022-21



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
S	DWI Fund 438	Expenditure	22300-0001-57999	438-060-436-00009	Office Equipment & Supplies	\$0.00	\$50,000.00	\$50,000.00	To increase grant expense to match award. An additional \$70,000 was given to total \$100,000
S	DWI Fund 438	Expenditure	22300-0001-57999	438-060-436-00028	Capital Outlay	\$0.00	\$8,620.00	\$8,620.00	To increase grant expense to match award. An additional \$70,000 was given to total \$100,001
S	DWI Fund 438	Expenditure	22300-0001-57999	438-060-436-00124	Contractual Services	\$0.00	\$8,000.00	\$8,000.00	To increase grant expense to match award. An additional \$70,000 was given to total \$100,002
S	DWI Fund 438	Expenditure	22300-0001-57999	438-060-436-09140	Operating Costs	\$30,000.00	\$3,380.00	\$33,380.00	To increase grant expense to match award. An additional \$70,000 was given to total \$100,003
S	DWI Fund 438	Expenditure	22300-0001-57999	438-060-436-09140	Operating Costs	\$30,000.00	\$3,380.00	\$33,380.00	To increase grant expense to match award. An additional \$70,000 was given to total \$100,003
S	El Morro VFD	Expenditure	20900-3002-57999	427-018-464-00586	State Fire Marshal Grant	\$160,000.00	(\$123,812.26)	\$36,187.74	Decrease Grant as we will need to go for RFP again for the water project
S	El Morro VFD	Expenditure	20900-3002-56110	427-018-464-00127	Uniforms	\$1,000.00	(\$1,000.00)	\$0.00	Decrease to cover deficits in other accounts
S	El Morro VFD	Expenditure	20900-3002-54010	427-018-464-00023	Repair to Buildings	\$6,100.00	(\$5,616.61)	\$483.39	Decrease to cover deficits in other accounts
S	El Morro VFD	Expenditure	20900-3002-57999	427-018-464-00038	14% Fire Protection	\$7,000.00	(\$7,000.00)	\$0.00	Decrease to cover deficits in other accounts
S	El Morro VFD	Expenditure	20900-3002-53030	427-018-464-00010	Mileage & Per Diem	\$0.00	\$684.00	\$684.00	Training exceeded projected budget and additional training is coming up
S	El Morro VFD	Expenditure	20900-3002-54040	427-018-464-00011	Vehicle Expense	\$5,000.00	\$4,000.00	\$9,000.00	Had to purchase new tires for fire engine
S	El Morro VFD	Expenditure	20900-3002-54050	427-018-464-00012	Equipment Maint & Repair	\$10,000.00	\$28,000.00	\$38,000.00	Replace, turbo, major engine repairs and to fix damaged engine on county loaner from Fire Marshal
S	El Morro VFD	Expenditure	20900-3002-57050	427-018-464-00098	Training & Staff Development	\$1,500.00	\$4,187.00	\$5,687.00	Training exceeded projected budget and additional training is coming up
S	El Morro VFD	Expenditure	20900-3002-56090	427-018-464-00082	Safety Equipment	\$10,000.00	\$5,000.00	\$15,000.00	To fix current deficit and an increase for additional equipment
S	Manager	Expenditure	11000-2001-58999	401-004-402-00028	Capital Outlay	\$150,000.00	\$32,200.00	\$182,200.00	Need to increase for new Durango purchase
S	Manager	Expenditure	11000-2001-55030	401-004-402-00062	Audit Services	\$70,000.00	\$22,200.00	\$92,200.00	Did not budget for NM TRD legal fees for large settlement
S	E-911	Expenditure	20700-3005-57999	435-070-435-01501	Administrative Fee	\$27,803.00	\$10,000.00	\$37,803.00	GRT coming in higher than projected
S	E-911	Expenditure	20700-3005-51060	435-070-435-00005	Overtime Salaries	\$35,000.00	\$10,000.00	\$45,000.00	Covid and turnover have increased hours of staff
S	E-911	Revenue	20700-0001-46900	435-65-300-26100	Refunds	\$0.00	\$235.00	\$235.00	Refund of NM Edge class
S	E-911	Revenue	20700-0001-46900	435-65-382-31400	Other Revenue	\$0.00	\$5,250.00	\$5,250.00	grant revenue was received to cover new worker's pay and training was not budgeted
S	E-911	Revenue	20700-0001-41216	435-65-360-41600	GRT Emergency Communication	\$911,201.00	\$307,000.00	\$1,218,201.00	GRT coming in higher than projected
S	E-911	Revenue	20700-3005-51080	435-070-435-00039	Incidental Pay	\$0.00	\$2,000.00	\$2,000.00	Not budgeted but is needed for staff
S	Road	Revenue	20400-0001-41214	402-25-300-52200	GRT Hold Harmless	\$428,946.00	\$220,700.00	\$649,646.00	GRT coming in higher than projected
S	Road	Expenditure	20400-5001-54030	402-015-416-00024	GROUNDS MAINT & IMP	\$23,000.00	(\$4,000.00)	\$19,000.00	Realign this budget authority to offset increase as it will not be needed for the rest of the year
S	Road	Expenditure	20400-5001-56030	402-015-416-00044	SIGN SHOP MAINTENANCE	\$10,000.00	(\$2,000.00)	\$8,000.00	Realign this budget authority to offset increase as it will not be needed for the rest of the year
S	Road	Expenditure	20400-5001-56030	402-015-416-00077	TOOLS & SUPPLIES	\$20,000.00	(\$4,000.00)	\$16,000.00	Realign this budget authority to offset increase as it will not be needed for the rest of the year
S	Road	Expenditure	20400-5001-58999	402-015-416-00028	Capital Outlay	\$194,000.00	\$145,000.00	\$339,000.00	Transfer in already approved / using auction proceeds earned by road.
S	Road	Expenditure	20400-5001-56040	402-014-416-00076	EQUIP OPER EXPENSE	\$100,000.00	\$55,000.00	\$155,000.00	Fuel is skyrocketing. Need increase to get through year



Monthly Multiple Choice

Are Certified Chief Procurement Officers (CPO's) required by the state for local governments to have to procure?

- A – No, they are not required
- B – They are required only if a local government has procurement audit findings
- C – Yes, and they must recertify every 2 years

Answer: C – Yes! They must be certified through New Mexico Edge courses and must recertify every 2 years per statute 13.1-95.2D.

The End

Questions?



NEW MEXICO • EST. 1981



Slide Outline and Notes of Cibola County Finance Report

From July 1, 2021 through February 24, 2022 Finance Report

Commission Meeting March 24, 2022

Finance Report Cover Page

Cibola County Updates

- Finance Reports & the finalized FY22 Budget located on Finance Department webpage.
- Wendy Self in the Manager's Office is reconciled to the bank through February 28th for the Main Operating account and the Treasurer's office has the Tax operating account reconciled February 28th but is off by 20 cents. TYLER Eagle is working on this on the back end of the software.
- Entity Reporting Checklist. We just received the Cibola Communities Economic Development Foundations reports. Have yet to hear from the Chamber of Commerce. The director at Mainstreet responded as soon as she was made aware of the requirements as they just hired her. The award letter clearly states funding is dependent upon timely reporting so the county may need to create a way to enforce this through ordinance or else don't pay. Brian Colon just praised the City of Las Vegas about requiring reporting from outside agency's. He asked the City to put in an ordinance requiring reporting. See article "State Auditor visits Vegas to support transparency" at https://www.lasvegasoptic.com/news/community/state-auditor-visits-vegas-to-support-transparency/article_163c5c80-a484-11ec-bf08-d782255b9005.html

Here is the article:

"New Mexico's State Auditor Brian Colón attended last week's Las Vegas City Council meeting to speak in favor of an ordinance aimed at improving transparency when it comes to city funds.

Colón, who was elected as state auditor in 2018, provided public input regarding an ordinance that would require more detailed expenditure reporting than previously required from organizations that receive funding from the city.

The ordinance still has to be officially approved by the council.

The ordinance reads, "Any recipient of funds (including without limitation Lodger's Tax, American Rescue Plan Act, City of Las Vegas general fund, or any State or Federal funding distributed through or by the City of Las Vegas), or other such payment or benefit, from the City of Las Vegas, whether the organization operates in a non-profit capacity, for-profit capacity or some other capacity, shall provide in writing a completed expenditure accounting report (EAR) to the City Council, City Manager and City's Finance Department, with such EAR being signed and submitted under penalty of perjury."

The first report would be due to the city no later than 30 days after an organization receives the funding. Additional reports would be required monthly until all the funding received from the

city has been expended. The reports would include detailed statements about what funds are being used for.

Failure to comply with these requirements would disqualify the recipient from consideration for receiving any funds or other benefits from the City for a two year period, beginning on the date the EAR should have been received by the City.

The ordinance also requires that all organizations receiving city money should make their meetings open to the public.

Colón said the ordinance was an example of “great government,” and he said he hopes other municipalities around the state will follow the example of Las Vegas when it comes to improving transparency.

He acknowledged that on several other occasions he has visited Las Vegas’ governing body to discuss bad news, such as during the legal troubles of former mayor Tonita Gurule-Giron, but said he wants to make sure he personally acknowledges good times as well.

Last week, it was also announced that Colón will be running for Attorney General of New Mexico in the upcoming June primary, passing on the option of running for a second term as State Auditor.

After the ordinance he spoke about last week goes through the proper publication requirements, due to changes made to it, it will be debated and voted on by the city council at an upcoming meeting.”

GRT Tracker

Here is our Gross Receipts history and the red line designates this fiscal year’s GRT up through January 31st.

Our budgeted projection is that bold straight yellow line.

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.

GRT Tracker – All Entities

This slide is to show how the County's GRT compares to our surrounding municipalities. It appears we all are trending upwards after the initial COVID scare.

Property Taxes

We are on track with our property tax collections. The county portions are shown here. We have already hit our budget authority ceiling with our delinquent taxes and I will get that on the budget adjustments next month.

February 28th, 2022 - Monthly Report

Here is our February 28, 2022 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 so we will not dip into them. Our general fund is in great shape and we are strong with operating cash.

Our adjustments are just accounts receivables and payables.

Our transfers equal zero which is mandatory.

There four fund deficits which are fine for now. If we don't receive our reimbursements by the third quarter we will address them at that time with budget adjustments and transfers of loans. Those funds are all grant reimbursement based.

We meet all DFA reporting requirements and our internal reports match the reporting to DFA.

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.

BAR #5 Resolution 2022-21

These are all state budget adjustments in BAR #5. The groups of highlighted cells will be merged when reporting them to the state as they have the same state account #. The third column lets you easily determine if it is a revenue account or expenditure account through color coding. Red for expenditure and green for revenue.

Monthly Multiple Choice

- Are Certified Chief Procurement Officers (CPO's) required by the state for local governments to have to procure?
- A – No, they are not required
- B – They are required only if a local government has procurement audit findings
- C – Yes, and they must recertify every 3 years
- **Answer: C – Yes! They must be certified through New Mexico Edge courses and must recertify every 2 years per statute 13.1-95.2D.**

The End – Questions???



8b.

Reports

2022/23 Road

Projects

Road Dept.

CIBOLA COUNTY ROAD DEPARTMENT



UPCOMING
PLANNED PROJECTS



Local Government Road Fund

❓ Created to provide funds to Local Governments for projects where Local Entities take the lead in developing and contracting construction and maintenance projects.

❓ Funding used for project development, construction, reconstruction, improvement, maintenance or repair of public highways, streets and public-school parking lots, acquisition of right-of-way, and in place material for construction or improvement.

❓ State Funding

❓ 75% State Match

❓ 25% Local Entity Match

LGRF Funding Allocations

Cooperative Program – SP (or Coop), 42% of LGRF funds

Counties, Municipalities, School Districts, Universities and Tribal

18-Month Project Timeframe-Agreement Terminates December 31st.

County Arterial Program – CAP, 26% of LGRF funds

Counties Only – (Funding based on road miles maintained)

18-Month Project Timeframe-Agreement Terminates December 31st.

School Bus Route Program – SB, 16% of LGRF funds

Counties Only

18-Month Project Timeframe-Agreement Terminates December 31st.

Municipal Arterial Program – MAP, 16% of LGRF funds

Municipalities Only

24-Month Project Timeframe-Agreement Terminates June 30th

CO-OP AGREEMENTS

NM DOT 2020/2021

Special Projects (SP)

(SP) Contract # D18631/1 Control # L600168

Anselmo Rd .20

Baca Rd .40

Camino De Composanto .50

Candelaria Rd .20

Cerrito Rd .10

Duran Rd .20

Sanchez Rd .20

Romero Rd .10

Total of 1.9 miles chip seal



COUNTY RD. 7(C-7) COMMUNITY ROADS OFF OF COUNTY ROAD 7



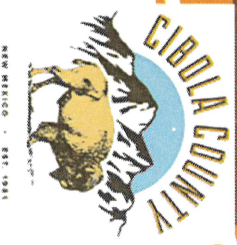
CAMINO REAL (C-7)



BACA ROMERO (C-7)



ANSELMO (C-7)



COUNTY RD. 7(C-7) COMMUNITY ROADS OFF OF COUNTY ROAD 7



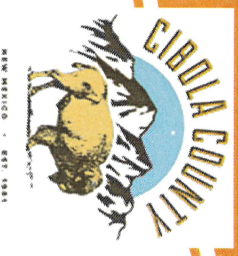
CAMINO DE COMPOSANTO(C-7)



CANDELARIA(C-7)



CERRITO RD (C-7)



County Road 7 (C-7) COMMUNITY ROADS OFF OF COUNTY ROAD 7



DURAN RD.(C-7)



SANCHEZ RD.(C-7)



CAMINO DE
COMPOSANTE(C-7)



CO-OP AGREEMENTS NM DOT 2020/2021

COUNTY ARTERIAL PROGRAM (CAP)

(CAP) Contract # D18619/1 Control # L600176

Seboyeta Community Roads C1

1.El Ranchito Rd .10

Community Roads C6

1.El Torreon Loop .30

2.Plaza Vieja Loop .30

3.Cerrito Rd .10

4.Cintinela Rd .20

TOTAL OF 1 MILE CHIP SEAL



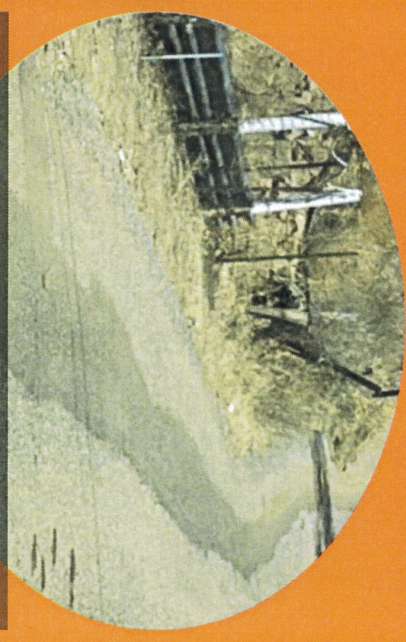
County Road 1(C-1) & COUNTY ROAD 6 (C-6) COMMUNITY ROADS OFF OF COUNTY ROAD 1(C-1) & COUNTY ROAD 6(C-6)



EL RANCHITO RD.(C-1)



EL TORREON LOOP.(C-6)



PLAZA VIEJA LOOP(C-6)



County Road 1(C-1) & COUNTY ROAD 6 (C-6) COMMUNITY ROADS OFF OF COUNTY ROAD 1(C-1) & COUNTY ROAD 6(C-6)



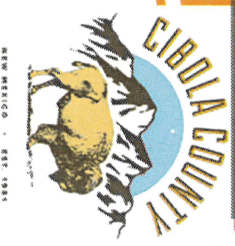
PLAZA VIEJA LOOP..(C-6)



CERRITO RD.(C-6)



CINTINELA RD.(C-6)



CO-OP AGREEMENTS NM DOT 2020/2021 SCHOOL BUS ROUTES (SB)

(SB) Contract #18618/1 Control# L600179



1. C6 School Rd .10
2. C7 Camino Real .20
3. C18 Horace Mesa Rd .40

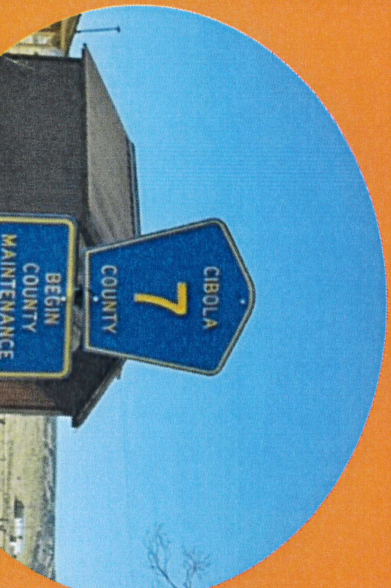
TOTAL 0.7 MILE CHIP SEAL



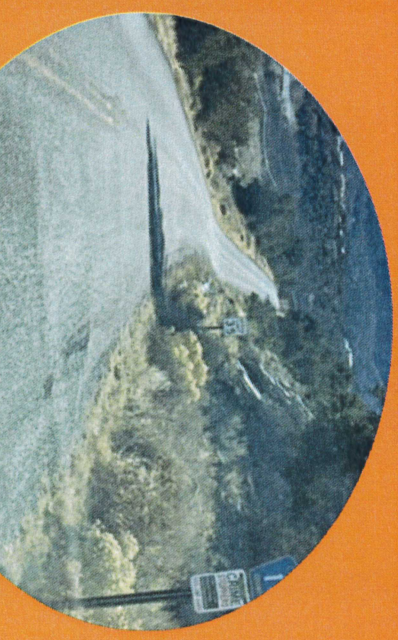
COUNTY ROAD 6 (C-6) COUNTY RD 7(C-7)& COUNTY ROAD 18(C-18)



SCHOOL RD.(C-6)



CAMINO REAL.(C-7)



HORACE MESA RD.(C-18)



CO-OP AGREEMENTS NM DOT 2021/2022 Special Projects (SP)

(SP) Contract # D18958 Control # L600191



1. C10 A Seco Canyon Rd
 2. C51 C Rodeo Grounds Rd
- TOTAL OF 1.6 MILE CHIP SEAL**

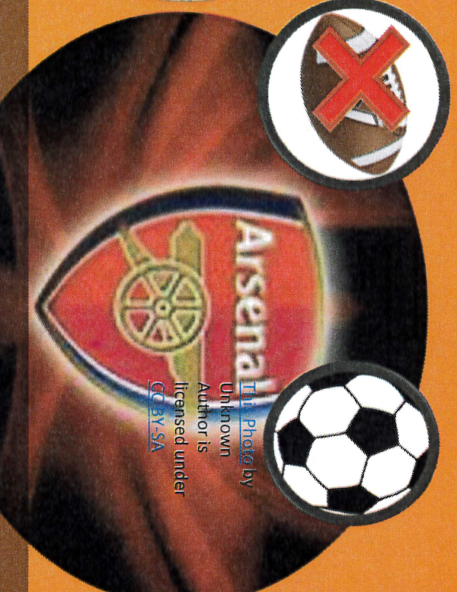


COUNTY ROAD 10(C-10A) COUNTY RD 51(C-51C)



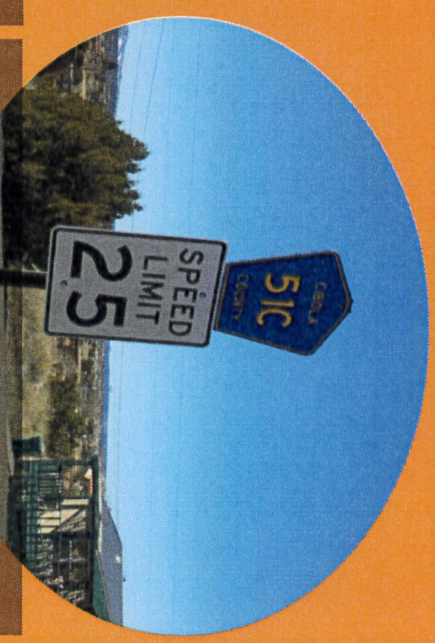
SECO CANYON RD.(C-10 A)

The Photo by Unknown Author is licensed under CC BY-NC



BEST FOOTBALL TEAM EVER!!!

The Photo by
Unknown
Author is
licensed under
CC BY-SA



RODEO GROUNDS.(C-51C)



CO-OP AGREEMENTS NM DOT 2021/2022

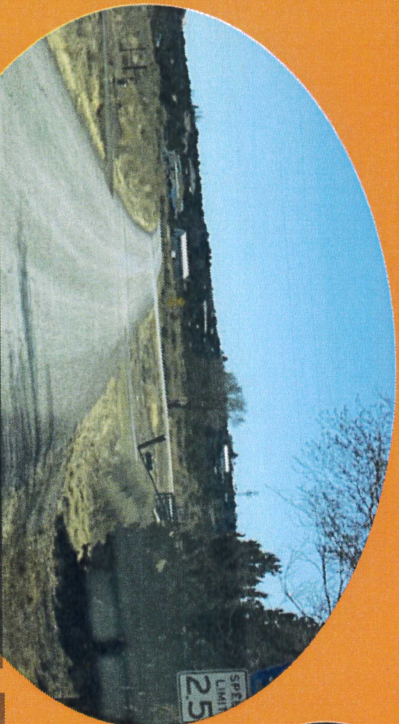
COUNTY ARTERIAL PROGRAM (CAP) (CAP) Contract # D18959 Control # L600198



1. C51 B BETTY DRIVE.
 2. C49 A PARSONS LANE
- TOTAL OF 0.9 MILES CHIP SEAL**



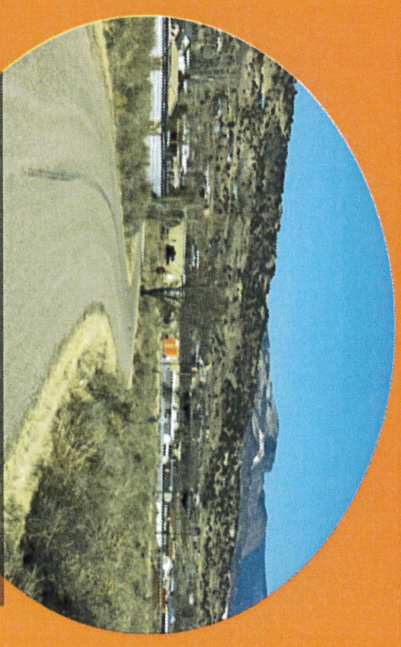
COUNTY ROAD 51B(C-51B) COUNTY RD 49A(C-49A)



BETTY DR..(C-51B)



BEST FOOTBALL TEAM EVER!!!



PARSONS LANE.(C-49A)



CO-OP AGREEMENTS

NM DOT 2021/2022

SCHOOL BUS ROUTE (SB)

(SB) Contract #18618/1 Control# L600179

1.C17 Mt. Taylor Addition

Teresa St .60

Jaime St .20

Deana Lee St .20

Elena St .20

2.C19 A Cantina Homesites Rd .20

3. C53 Salazar Loop .60

TOTAL OF 2.0 MILES CHIP SEAL



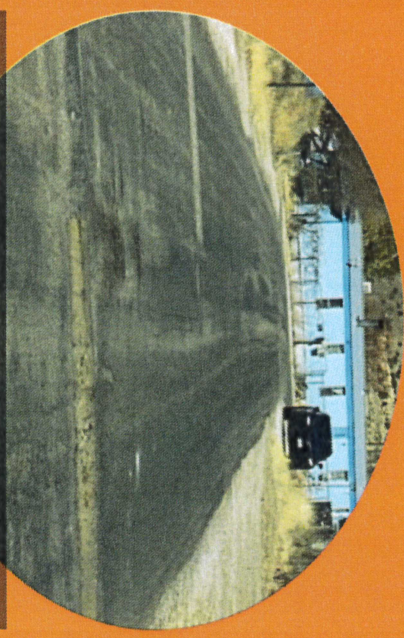
COUNTY ROAD 17(C-17) MOUNT TAYLOR ADDITION



TERESA ST.(C-17)



JAIME ST. (C-17)



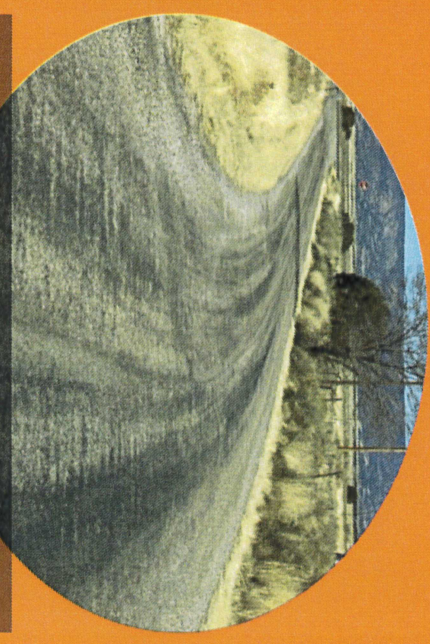
DEANA LEE ST..(C-17)



COUNTY ROAD 19 A(C-C-19A) COUNTY ROAD 53 (C-C-53)



CANTINA HOMESITES RD.(C-19A)



SALAZAR LOOP.(C-17)



CANTINA HOMESITES RD. (C-19A)

Cibola County Road Dept.

700 E. Roosevelt Suite 50

Grants NM 87020

505-285-2570 Phone 505-285 3656 Fax



Monday March 2, 2022

To: Kate Fletcher - County Manager

Fr: Edward Salazar - Road Superintendent

Re: Monthly Report: 2/01/22 - 2/28/22 (February)

Regular Maintenance

Blade & Shape

<u><i>Road</i></u>	<u><i>Description</i></u>	<u><i>Miles</i></u>
<i>C47</i>	<i>Mesa Ridge Road</i>	<i>7.148</i>
<i>C15</i>	<i>Rinconada Road</i>	<i>3.652</i>
<i>C1</i>	<i>Marquez Road</i>	<i>12.000</i>
<i>C5</i>	<i>Moquino-La Joya Loop</i>	<i>4.126</i>
<i>C33</i>	<i>Candy Kitchen Road</i>	<i>8.300</i>
<i>C35A</i>	<i>Moreno Hill Road</i>	<i>10.419</i>
<i>C2</i>	<i>Rio Puerco Road</i>	<i>3.234</i>
<i>C4</i>	<i>Piedra Lumbre Road</i>	<i>4.991</i>
<i>Total Miles</i>		<i>53.870</i>

Special Projects

<i>C48</i>	<i>Mallery Rd. - Repair cattle guard, haul millings.</i>
<i>C1</i>	<i>Marquez Rd. - Road repair, haul fill dirt, put up deliniator posts.</i>
<i>C52</i>	<i>El Gallo Rd. - Road repair, haul base course, unload and install culverts, remove rock from ditches.</i>
<i>C41</i>	<i>Pie Town Rd. - Cattleguard assessment.</i>
<i>C15</i>	<i>Rinconada Rd. - Putting in culvert.</i>
<i>C48A</i>	<i>Timberlake Rd. -Install deliniators, check culverts.</i>
<i>C28C</i>	<i>Cemetary Rd. - Remove old school signs & put up new ones.</i>
<i>C35A</i>	<i>Moreno Hill Rd. - Haul dirt.</i>
<i>C58</i>	<i>San Rafael - Loading dirt for C35A - Moreno Hill Rd.</i>

C28 *Bluewater Village - Place reflective tape on wall barriers.*
Haul base course to yard.
Haul dirt from Sheriffs to C58 - San Rafael stock yard.

Snow Removal

C7 *Cubero Loop-Village Roads.*
C1 *Marquez Road.*
C5 *Moquino-LaJoya Loop.*
C6 *Seboyeta-Bibo Road.s*
C20 *San Mateo Roads.*
C28 *Bluewater Village.*
C28A *Plano Colorado Frontage Roads.*
C31N *Bluewater North.*
C30 *Bluewater South.*
C59 *Dwight Small Road.*
C58 *San Rafael Roads.*

Cibola County Road Dept.

700 E. Roosevelt Suite 50

Grants NM 87020

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



February 2022

<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>	220	\$ 3,555.06	16	\$ 18.40	\$ 3,849.46
<u>Road</u>	307	\$ 211.64	8	\$ 18.40	\$ 358.84
<u>Road</u>	308	\$ 877.48	8	\$ 18.40	\$ 1,024.68
<u>Road</u>	308	\$ 20.18	1	\$ 18.40	\$ 38.58
<u>Road</u>	308	\$ 118.41	8	\$ 18.40	\$ 265.61
<u>Road</u>	416	\$ 322.06	12	\$ 18.40	\$ 542.86
<u>Road</u>	417	\$ 1,307.51	15	\$ 18.40	\$ 1,583.51
<u>Road</u>	418	\$ 225.56	18	\$ 18.40	\$ 556.76
<u>Road</u>	420	\$ 293.77	15	\$ 18.40	\$ 569.77
				<i>TOTAL</i>	\$ 8,790.07

Cibola County Road Dept.

515 W. High Street

Grants NM 87020

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



FUEL REPORT - CIBOLA COUNTY ROAD DEPARTMENT February 2022

UNIT #	UNLEADED					
	VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
127	G-18473	0.61	6.14	394	64.200	\$ 240.09
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	0.21	16.22	845	52.100	\$ 178.56
138	G-95862	0.26	14.98	1,389	92.700	\$ 363.05
139	G-57384	#VALUE!	#VALUE!	N/U	0.000	\$ -
140	G-57619	#VALUE!	#VALUE!	N/U	0.000	\$ -
141	G-57618	0.17	20.03	1,240	61.900	\$ 214.89
146	146	#VALUE!	#VALUE!	N/U	0.000	\$ -
147	G-66164	#VALUE!	#VALUE!	N/U	0.000	\$ -
148	G-66165	0.18	19.06	284	14.900	\$ 52.01
150	G-70482	0.24	14.54	1,227	84.400	\$ 296.09
151	G-78718	0.23	15.21	1,851	121.700	\$ 426.72
152	G-64239	0.16	21.81	1,230	56.400	\$ 193.69
153	G-86952	0.14	24.49	889	36.300	\$ 125.01
154	G-86953	0.15	22.41	968	43.200	\$ 149.85
155	G-86954	#VALUE!	#VALUE!	N/U	0.000	\$ -
156	Diesel Air Compressor	#VALUE!	#VALUE!	N/U	0.000	\$ -
157	G-91750	0.31	11.41	630	55.200	\$ 196.00
TOTAL GAS					683.000	\$ 2,435.96

DIESEL FUEL						
UNIT #	VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
137	G-50237	#VALUE!	#VALUE!	N/U	0.000	\$ -
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	0.95	4.57	1,089	238.400	\$ 1,029.74
215	G-67372	#VALUE!	#VALUE!	N/U	0.000	\$ -
216	G-67371	#VALUE!	#VALUE!	N/U	0.000	\$ -
217	G-70782	0.85	5.20	1,243	239.100	\$ 1,052.97
218	Distributor	#VALUE!	#VALUE!	N/U	0.000	\$ -
219	Water Truck	#VALUE!	#VALUE!	N/U	0.000	\$ -
220	New Transport	0.80	5.48	1,191	217.500	\$ 953.64
221	New Dump Truck	1.01	4.33	1,372	316.800	\$ 1,383.81
222	New Dump Truck	0.62	7.05	3,065	435.000	\$ 1,903.84
305	305	#VALUE!	#VALUE!	N/U	0.000	\$ -
306	306	6.21	0.71	14	19.800	\$ 86.94
307	307	29.37	0.15	14	95.000	\$ 411.23
308	308	#VALUE!	#VALUE!	N/U	0.000	\$ -
309	309	#VALUE!	#VALUE!	N/U	0.000	\$ -
310	310	#VALUE!	#VALUE!	N/U	0.000	\$ -
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	11.28	0.39	22	56.500	\$ 248.19
416	416	14.44	0.30	46	152.500	\$ 664.46
417	417	16.17	0.27	11	41.200	\$ 177.91
418	418	20.43	0.22	32	147.900	\$ 653.78
419	419	15.00	0.29	30	103.300	\$ 450.00
420	420	14.23	0.31	41	132.200	\$ 583.34
501	501	#VALUE!	#VALUE!	N/U	0.000	\$ -
525	525	#VALUE!	#VALUE!	N/U	0.000	\$ -
Extra Fuel	DEF	#DIV/0!	0.00	0	36.600	\$ 150.00
Extra Fuel	Front Office Truck 13245-G	#VALUE!	#VALUE!	N/U	0.000	
TOTAL DIESEL					2231.800	\$ 9,749.85

***N/U = NOT USED**



9a.

Resolution 22-21

FY22 Budget Adjustment No. 5

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. 2022-21 BAR #5

Fiscal Year 2022

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 2022-21A* 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 24th day of March, 2022.

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

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

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
S	DWI Fund 438	Expenditure	22300-0001-57999	438-060-436-00009	Office Equipment & Supplies	\$0.00	\$50,000.00	\$50,000.00	To increase grant expense to match award. An additional \$70,000 was given to total \$100,000
S	DWI Fund 438	Expenditure	22300-0001-57999	438-060-436-00028	Capital Outlay	\$0.00	\$8,620.00	\$8,620.00	To increase grant expense to match award. An additional \$70,000 was given to total \$100,001
S	DWI Fund 438	Expenditure	22300-0001-57999	438-060-436-00124	Contractual Services	\$0.00	\$8,000.00	\$8,000.00	To increase grant expense to match award. An additional \$70,000 was given to total \$100,002
S	DWI Fund 438	Expenditure	22300-0001-57999	438-060-436-09140	Operating Costs	\$30,000.00	\$3,380.00	\$33,380.00	To increase grant expense to match award. An additional \$70,000 was given to total \$100,003
S	EI Morro VFD	Expenditure	20900-3002-57999	427-018-464-00586	State Fire Marshal Grant	\$160,000.00	(\$123,812.26)	\$36,187.74	Decrease Grant as we will need to go for RFP again for the water project
S	EI Morro VFD	Expenditure	20900-3002-56110	427-018-464-00127	Uniforms	\$1,000.00	(\$1,000.00)	\$0.00	Decrease to cover deficits in other accounts
S	EI Morro VFD	Expenditure	20900-3002-54010	427-018-464-00023	Repair to Buildings	\$6,100.00	(\$5,616.61)	\$483.39	Decrease to cover deficits in other accounts
S	EI Morro VFD	Expenditure	20900-3002-57999	427-018-464-00038	1/4% Fire Protection	\$7,000.00	(\$7,000.00)	\$0.00	Training exceeded projected budget and additional training is coming up
S	EI Morro VFD	Expenditure	20900-3002-53030	427-018-464-00010	Mileage & Per Diem	\$0.00	\$684.00	\$684.00	Had to purchase new tires for fire engine
S	EI Morro VFD	Expenditure	20900-3002-54040	427-018-464-00011	Vehicle Expense	\$5,000.00	\$4,000.00	\$9,000.00	Replace, turbo, major engine repairs and to fix damaged engine on county loaner from Fire Marshal
S	EI Morro VFD	Expenditure	20900-3002-54050	427-018-464-00012	Equipment Maint & Repair	\$10,000.00	\$28,000.00	\$38,000.00	Training exceeded projected budget and additional training is coming up
S	EI Morro VFD	Expenditure	20900-3002-57050	427-018-464-00098	Training & Staff Development	\$1,500.00	\$4,187.00	\$5,687.00	To fix current deficit and an increase for additional equipment
S	EI Morro VFD	Expenditure	20900-3002-56090	427-018-464-00082	Safety Equipment	\$10,000.00	\$5,000.00	\$15,000.00	Need to increase for new Durango purchase
S	Manager	Expenditure	11000-2001-58999	401-004-402-00028	Capital Outlay	\$150,000.00	\$32,200.00	\$182,200.00	Did not budget for NM TRD legal fees for large settlement
S	Manager	Expenditure	11000-2001-55030	401-004-402-00062	Audit Services	\$70,000.00	\$22,200.00	\$92,200.00	GRT coming in higher than projected
S	E-911	Expenditure	20700-3005-57999	435-070-435-01501	Administrative Fee	\$27,803.00	\$10,000.00	\$37,803.00	Covid and turnover have increased hours of staff
S	E-911	Expenditure	20700-3005-51060	435-070-435-00005	Overtime Salaries	\$35,000.00	\$10,000.00	\$45,000.00	Refund of NM Edge class
S	E-911	Revenue	20700-0001-46900	435-65-300-26100	Refunds	\$0.00	\$235.00	\$235.00	grant revenue was received to cover new worker's pay and training was not budgeted
S	E-911	Revenue	20700-0001-46900	435-65-382-31400	Other Revenue	\$0.00	\$5,250.00	\$5,250.00	GRT coming in higher than projected
S	E-911	Revenue	20700-0001-41216	435-65-360-41600	GRT Emergency Communication	\$911,201.00	\$307,000.00	\$1,218,201.00	Not budgeted but is needed for staff
S	E-911	Expenditure	20700-3005-51080	435-070-435-00039	Incidental Pay	\$0.00	\$2,000.00	\$2,000.00	GRT coming in higher than projected
S	Road	Revenue	20400-0001-41214	402-25-300-52200	GRT Hold Harmless	\$428,946.00	\$220,700.00	\$649,646.00	Realign this budget authority to offset increase as it will not be needed for the rest of the year
S	Road	Expenditure	20400-5001-54030	402-015-416-00024	GROUNDMS MAINT & IMP	\$23,000.00	(\$4,000.00)	\$19,000.00	Realign this budget authority to offset increase as it will not be needed for the rest of the year
S	Road	Expenditure	20400-5001-56030	402-015-416-00044	SIGN SHOP MAINTENANCE	\$10,000.00	(\$2,000.00)	\$8,000.00	Realign this budget authority to offset increase as it will not be needed for the rest of the year
S	Road	Expenditure	20400-5001-56030	402-015-416-00077	TOOLS & SUPPLIES	\$20,000.00	(\$4,000.00)	\$16,000.00	Transfer in already approved / using auction proceeds earned by road.
S	Road	Expenditure	20400-5001-58999	402-015-416-00028	Capital Outlay	\$194,000.00	\$145,000.00	\$339,000.00	Fuel is skyrocketing. Need increase to get through year
S	Road	Expenditure	20400-5001-56040	402-014-416-00076	EQUIP OPER EXPENSE	\$100,000.00	\$55,000.00	\$155,000.00	
ATTEST:					Board Chairman				
County Clerk					Date				



9b(a.)

The Housing of Inmates

IGA-City of Grants



**INTERGOVERNMENTAL AGREEMENT
BETWEEN CIBOLA COUNTY
AND THE CITY OF GRANTS FOR THE HOUSING OF INMATES**

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Cibola County, hereinafter referred to as "Cibola", and the City of Grants, hereinafter referred to as "Grants," both political subdivisions of the State of New Mexico.

RECITALS

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

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

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

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

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

WHEREAS, NMSA 1978, Section 3-18-20 (1965) provides that, “a municipality may use the county jail for the confinement or punishment of offenders subject to the requirements imposed by law and the board of county commissioners,” and;

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

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. Scope of Responsibilities

1. **Municipal Inmate.** Cibola agrees to confine and house individuals, who are over the age of eighteen (18), arrested by Municipal Law Enforcement Officers for violation of the Municipality’s laws or who are sentenced to detention or confinement by the City of Grants Municipal Court (hereinafter “Municipal Inmates”) subject to the terms and restrictions of this Agreement, at the Detention Center where Cibola County houses inmates (“Facility”). Cibola will not confine potential inmates referred for “detox” or any form of “protective custody”.
2. **Acceptance of Municipal Inmate.** The admission to the Facility of a Municipal Inmate is dependent upon:
 - i. Cibola will be responsible for the care, custody, and control of inmates after such time that the inmates are delivered and accepted to the Facility’s custody, along with the necessary paperwork.
 - ii. Available Space.
 - iii. Full Compliance with Section A (4) of this Agreement.
3. **Standards of Care.** It shall be the responsibility of Cibola, through its current jail contractor to confine and supervise municipal inmates at the Facility. Cibola, through its contractor, shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.
4. **Medical Services.**
 - a. Grants will furnish to the Facility a Health Status Transfer Form. The Facility will not accept Municipal Inmates if they do not clear the Facility’s initial medical

assessment. It is the responsibility of Grants to transport and obtain medical or psychological treatment for those persons in the custody of Grants who have not been accepted by the Facility.

- b. Grants will be responsible for authorized on and off-site medical expenses incurred, and will reimburse the Cibola for expenses upon invoice.
- c. Grants will be responsible for on and off-site emergency medical expenses incurred, and will reimburse Cibola for expenses upon invoice.
- d. Notification for emergency situations will be made by the Facility as soon as possible by means of an ER/Hospitalization Reporting Form.
- e. Cibola will contact the City of Grants Municipal Judge for prior written authorization for any inmate requiring off-site, non-emergency, medical attention by using an Off-Site Healthcare Referral Form.

5. Transportation

a. Responsibilities of Grants.

- i. Transporting inmates to the Facility.
- ii. Returning inmates who are not accepted into the Facility.

b. Responsibilities of Cibola.

- i. Return to Grants.
- ii. Transport to Court when requested by Grants.

6. Prison Rape Elimination Act of 2003

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

B. Compensation

- a. Grants agrees to pay Cibola at the rate of seventy-one dollars (\$71.00) per day per inmate.
 - i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
 - ii. A partial day will be considered a full day.
 - iii. Medical services may be billed separately.
 - iv. Grants agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.
 - v. Any charges billed to Grants, not belonging to Grants, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

- vi. If an inmate is incarcerated by order of more than one Court or detained on more than one jurisdiction's criminal charges, the cost of detaining that inmate shall be prorated among the respective responsible jurisdictions.

C. Inspection

- a. In Person. Periodic inspections may be conducted of the Facility by Grants personnel by scheduling with the Facility.
- b. Audits. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Grants for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Grants to audit, examine, and make excerpts or transcripts from such records relating to Grants inmates and this Agreement.
- c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Grants agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that Grants failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. Term and Termination

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. In addition, the County will give Grants thirty (30) days notice of any change in rates. If the change is not accepted, this Agreement may be terminated upon the 30th day of such notice. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Grants removes its last inmate from the Facility and compensates Cibola for all amounts due and owing under this Agreement.

E. Property/Surplus Funds/Strict Accountability/Lead Agency

- a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
- b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Grants and the fees

received by Cibola will be transferred to the Cibola general fund as required by law.

- c. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.
- d. Lead Agency. Cibola is designated as the lead agency and shall monitor the actions of Grants as they pertain to this Agreement and may take corrective action or terminate this Agreement in the event that, following the receipt of written notice from Cibola to Grants that Grants is in breach of its payment obligation under the Agreement, Grants fails to make payment within thirty (30) days after receipt of such notice. Grants and Cibola shall report and/or confer with one another upon specific requests.

F. Agreement and Amendment

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

G. Governing Law

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

H. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Grants shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978, as amended and subject to Cibola's contract with the Facility. 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 by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended.

I. Independent Contractor

Neither Cibola County, the Facility, or their employees are considered to be employees of Grants for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. Appropriations

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

K. Notices

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

To Cibola County: Kate Fletcher, County Manager, 700 East Roosevelt Ave. Ste. 50, Grants, NM 87020

To City of Grants: Donald Jaramillo, City Manager, 600 W Santa Fe Ave., Grants, NM 87020

BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY

APPROVED, ADOPTED, AND PASSED on this 24th day of March 2022.

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

APPROVAL OF CITY OF GRANTS

APPROVED, ADOPTED, AND PASSED by the City of Grants on this _____ day of _____ 2022.

Approved:

Erik O. Garcia, Mayor

Attested:

Frances Salas, Municipal Clerk



9b(b.)

The Housing of Inmates

IGA-Village of Milan



**INTERGOVERNMENTAL AGREEMENT
BETWEEN CIBOLA COUNTY
AND THE VILLAGE OF MILAN FOR THE HOUSING OF INMATES**

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Cibola County, hereinafter referred to as "Cibola", and the Village of Milan, hereinafter referred to as "Milan," both political subdivisions of the State of New Mexico.

RECITALS

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

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

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

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

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

WHEREAS, NMSA 1978, Section 3-18-20 (1965) provides that, “a municipality may use the county jail for the confinement or punishment of offenders subject to the requirements imposed by law and the board of county commissioners,” and;

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

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. Scope of Responsibilities

1. **Municipal Inmate.** Cibola agrees to confine and house individuals, who are over the age of eighteen (18), arrested by Municipal Law Enforcement Officers for violation of the Municipality’s laws or who are sentenced to detention or confinement by the Village of Milan Municipal Court (hereinafter “Municipal Inmates”) subject to the terms and restrictions of this Agreement, at the Detention Center where Cibola County houses inmates (“Facility”). Cibola will not confine potential inmates referred for “detox” or any form of “protective custody”.
2. **Acceptance of Municipal Inmate.** The admission to the Facility of a Municipal Inmate is dependent upon:
 - i. Cibola will be responsible for the care, custody, and control of inmates after such time that the inmates are delivered and accepted to the Facility’s custody, along with the necessary paperwork.
 - ii. Available Space.
 - iii. Full Compliance with Section A (4) of this Agreement.
3. **Standards of Care.** It shall be the responsibility of Cibola, through its current jail contractor to confine and supervise municipal inmates at the Facility. Cibola, through its contractor, shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.
4. **Medical Services.**
 - a. Milan will furnish to the Facility a Health Status Transfer Form. The Facility will not accept Municipal Inmates if they do not clear the Facility’s initial medical

assessment. It is the responsibility of Milan to transport and obtain medical or psychological treatment for those persons in the custody of Milan who have not been accepted by the Facility.

- b. Milan will be responsible for authorized on and off-site medical expenses incurred, and will reimburse the Cibola for expenses upon invoice.
- c. Milan will be responsible for on and off-site emergency medical expenses incurred, and will reimburse Cibola for expenses upon invoice.
- d. Notification for emergency situations will be made by the Facility as soon as possible by means of an ER/Hospitalization Reporting Form.
- e. Cibola will contact the Village of Milan Municipal Judge for prior written authorization for any inmate requiring off-site, non-emergency, medical attention by using an Off-Site Healthcare Referral Form.

5. Transportation

a. Responsibilities of Milan.

- i. Transporting inmates to the Facility.
- ii. Returning inmates who are not accepted into the Facility.

b. Responsibilities of Cibola.

- i. Return to Milan.
- ii. Transport to Court when requested by Milan.

6. Prison Rape Elimination Act of 2003

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

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- a. Milan agrees to pay Cibola at the rate of seventy-one dollars (\$71.00) per day per inmate.
 - i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
 - ii. A partial day will be considered a full day.
 - iii. Medical services may be billed separately.
 - iv. Milan agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.
 - v. Any charges billed to Milan, not belonging to Milan, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

- vi. If an inmate is incarcerated by order of more than one Court or detained on more than one jurisdiction's criminal charges, the cost of detaining that inmate shall be prorated among the respective responsible jurisdictions.

C. Inspection

- a. In Person. Periodic inspections may be conducted of the Facility by Milan personnel by scheduling with the Facility.
- b. Audits. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Milan for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Milan to audit, examine, and make excerpts or transcripts from such records relating to Milan inmates and this Agreement.
- c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Milan agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that Milan failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. Term and Termination

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. In addition, the County will give Milan thirty (30) days notice of any change in rates. If the change is not accepted, this Agreement may be terminated upon the 30th day of such notice. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Milan removes its last inmate from the Facility and compensates Cibola for all amounts due and owing under this Agreement.

E. Property/Surplus Funds/Strict Accountability/Lead Agency

- a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
- b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Milan and the fees

received by Cibola will be transferred to the Cibola general fund as required by law.

- c. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.
- d. Lead Agency. Cibola is designated as the lead agency and shall monitor the actions of Milan as they pertain to this Agreement and may take corrective action or terminate this Agreement in the event that, following the receipt of written notice from Cibola to Milan that Milan is in breach of its payment obligation under the Agreement, Milan fails to make payment within thirty (30) days after receipt of such notice. Milan and Cibola shall report and/or confer with one another upon specific requests.

F. Agreement and Amendment

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

G. Governing Law

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

H. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Milan shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978, as amended and subject to Cibola's contract with the Facility. 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 by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended.

I. Independent Contractor

Neither Cibola County, the Facility, or their employees are considered to be employees of Milan for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. Appropriations

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

K. Notices

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

To Cibola County: Kate Fletcher, County Manager, 700 East Roosevelt Ave. Ste. 50, Milan, NM 87020

To Village of Milan: Linda Cooke, Village Manager, 623 Uranium Avenue, Milan, NM 87021

BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY

APPROVED, ADOPTED, AND PASSED on this 24th day of March, 2022.

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

APPROVAL OF VILLAGE OF MILAN
(ATTACHED)

APPROVED, ADOPTED, AND PASSED by the Village of Milan on this _____ day of _____ 2022.

Approved:

Felix O. Gonzales, Mayor

Attested:

Denise Baca, Municipal Clerk



9c.

Resolution 22-22

Annual Certified County Maintained Milage
Report



Cibola County Road Dept.

700 East Roosevelt

Grants New Mexico 87020

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

Cibola County Resolution # 22-22

Whereas the undersigned are the duly elected and qualified members of the governing body of Cibola County; and

Whereas the maintained mileage of County roadways is the responsibility of the Board of the Commissioners; and

Whereas the health and safety of their patrons is of the highest priority; and

Whereas, the New Mexico Department of Transportation has notified Cibola County of the 2022 Annual Certified County Maintained Mileage Report.

Whereas total mileage for Cibola County Maintained Roads for 2022 is 340.973 Miles

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Cibola County submits its 2022 Annual Certified County Maintained Mileage Report.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2022.

THE CIBOLA COUNTY BOARD OF COMMISSIONERS

Daniel Torrez, Chairman

Kate Fletcher, Cibola County Manager

Martha Garcia, 1st Vice Chair

Christine Lowery, 2nd Vice Chair

Ralph Lucero, Commissioner

Attest:

Robert Windhorst, Commissioner

Michelle Dominguez, Cibola County Clerk

County Maintained Route Description

For Annual Certified County Maintained Mileage Report

2022

Route Name	Route Number	FROM: Beginning Termini	TO: Ending Termini	Mileage Length of Maintained Section	Total Roadway Width (In feet)	Type of Roadway Surface (Refer to Codes at bottom left)	Comments:
Marquez Road	C-1	JCT. SR 279 and C-1	Sandoval County Line	17.208	44	1 & 2	1 mi Paved / 16,208 mi Graveled
Rio Puerto Road	C-2	JCT. C-1 and C-2	Sandoval County Line	3.234	23	3	
Piedra Lumbre Road	C-4	JCT. C-1 and C-4	Gate South of Joe Chavez Ranch	4.991	23	3	
Moquino & La Joya Loop	C-5	JCT. SR. 279 and C-5	Moquino Bus Turn Around	4.126	24	1	
Seboyeta-Bibo Roads	C-6	C-5 and La Joya Loop	End of SR 279, Marquez Residence, Portales Str	3.755	24	1	
Cubero Loop & Village Roads	C-7	La Villa Trading Post	To Elementary School then to JCT. SR 124	6.104	24	1	
Encinal Cubero Road	C-8	Fire Station	Cattle Guard-Encinal-Cubero Property Line	2.486	26	1	
Water Canyon Road	C-9	JCT. C-8	Cattle guard before Game Ranch Entrance	4.095	23	3	
N. Castillos Road	C-10	JCT. C-8	End of Road	2.905	24	1,2,3	40 Paved / 2.5 Graveled
Seco Canyon Road	C-10A	Intersection of N. Castillo Road	Property Line	0.912	22	1	
Bibo Ranch Road	C-11	S. of JCT. SR. 124 W. of La Villa	Gate at end of road	0.567	24	2	
De Armond Springs Road	C-12	N. of JCT. SR. 124 W. of La Villa	Cattle Guard at end of road	0.698	33	2	
San Jose Loop	C-13	N. of JCT. SR. 124 at San Fidel	E. of Black Mound Garage	3.817	22	2	
San Fidel Village	C-14	S. of Church JCT. SR. 124	End of Road	0.470	26	1	
Canada Road	C-14A	SR. 124 at Exit 96 North Side	W. to end of road	1.908	28	1	
Acorna Road	C-14B	Intersection SR 124 W. of San Fidel	End of Maintenance	0.360	22	1	
Rinconada Road	C-15	N. or JCT. SR. 124 at Chief Rancho	Cattle Guard Beginning of FR400	4.652	33	2	
MT. Taylor Addition Roads	C-17	N. of JCT. SR. 117 across from jail	Loop around to E. JCT. SR. 117	3.209	24	1	
Walter Road	C-17A	E. Side Exit 85 E. Grants	To end of road	0.952	24	1	
Horace Mesa Road	C-18	E. JCT. SR. 547 Lobo Canyon	Lobo Canyon Estates Subdivision	1.882	24	1	
Lobo Creek Road	C-18A	W. of JCT. SR. 547	Bus Turn Around	0.724	24	1	
La Jara Mesa Road	C-18B	N. of JCT. SR. 547	Bus Turn Around	0.838	26	1	
Cañina Road	C-19	N. of JCT. SR. 547	Bus Turn Around	1.016	26	1	
Cañina Homesites Road	C-19A	N. of JCT. SR. 547	Bus Turn Around	0.244	20	1	
La Mosca Tank Road	C-19B	End of Pavement	Boy Scouts Camp	5.163	38	2	
San Mateo Roads	C-20	E. of JCT. 605 by Fire Station	Loops N. to cattleguard	3.329	26	1,2	3.982 Paved / 1.0 Graveled
Murray Acres	C-21	N. of JCT. Pasture LN & Malpais RD	JCT. of C-22	2.333	24	1	
Broadvlew Acres	C-22	JCT SR 605, North of Republic Supply	Roads within Broadvlew Acres to Intersection of R	2.976	24	1	
Ralph Card Road	C-23	Green Valley Trailer Park JCT. SR. 605	Conquistador Rd & Malpais Rd Intersection	3.113	30	1	
Nursery Road	C-23A	JCT. of C-23 N. of Feed Silos	Railroad Crossing	1.628	24	1	
Stanley Card Road	C-23B	Intersection of Ralph Card Road	End of Road	0.296	24	1	
St. Jude Drive	C-23C	Intersection of Ralph Card Road	Intersection of Mary Jo Road	0.145	24	1	
Gail Drive	C-23D	Intersection of Ralph Card Road	Intersection of Barbara Drive	0.320	24	1	
Elaine Drive	C-23E	Intersection of Ralph Card Road	Intersection of Gail Drive	0.126	24	1	
Barbara Drive	C-23F	Intersection of Ralph Card Road	End of Road	0.254	24	1,2	.25 Paved
Mary Jo Rd	C-23G	Intersection of St. Jude Rd	End of Road	0.210	24	1	
Elkins Road	C-24	C & E Concrete, Grants City Limits	Millan Village Limits	1.179	24	1	
Tiejen Road, Berryhill Road, Forrest Park Ave, Head Street	C-24A	Intersection of Elkins Road	Millan Village Limits	0.719	23	1	
Bell Road	C-25	Gunderson Oil	Cattle Guard - End of Road	2.539	26	2	
Champan Road	C-25A	RR, Tracks Intersection of SR. 122	End of Road	0.951	24	2	
Roberts Road	C-25B	Old Bluewater Inn SR. 122	Bluewater Village	1.222	24	1	
Golden Acres Roads	C-26	Intersection SR. 122 W. of Milan	Roads within Golden Acres subdivision	0.605	20	1	
Vida Buena Road	C-27	Exit 72 and SR. 122 W. of Milan	End of Buena Loop	0.705	20	1	
Bluewater Village	C-28	Exit 72 and SR. 122	All Roads in Bluewater Village	4.504	24	1	
Plano Colorado Frontage Road	C-28A	Exit 72 (South Side) Intersection	JCT. to Plano	2.640	26	1	
Farm Road	C-28B	JCT. C-28	First Right Turn	0.195	21	2	
Cemetery Road	C-28C	Intersection of Main Street	Intersection of Roberts Road	1.431	24	1	

Project Name	Location	Project Description	Project Length (Miles)	Project Cost (\$)	Project Status
Plano Colorado	C-29	JCT. C-28A	Bus Turn Around	3.046	24
Old Bluewater Lake Road	C-29A	JCT. C-28A	End of Road	1.700	20
Barbara Circle	C-29B	JCT. C-28A	JCT. C-28A	1.184	20
Bluewater South	C-30	Intersection SR. 612	Various roads in Bluewater Acres	6.588	20
Bluewater North	C-31N	Bluewater State Park	McKinley County Line	0.770	20
Zuni Trail	C-32	Intersection SR. 36	Arizona State Line	27.111	20
Candy Kitchen Road	C-33	Ramah Chapter Boundary	Intersection SR. 36	15.125	20
Pine Hill Road	C-34	South Ramah Chapter Boundary	Intersection SR. 36	8.744	20
E. Homestead Road	C-35	Fence Lake Fire Dept.	Intersection C-38	9.064	20
Moreno Hill Road	C-35A	Fence Lake Fire Dept. South	Caton County Line	10.419	24
White Hill Road	C-35B	Fence Lake Fire Dept. West	End of Road	1.989	24
Bell Road	C-35C	Intersection C-35A	Intersection SR. 36	2.997	22
W. Homestead Rd	C-35D	Intersection SR. 36	End of Road	2.949	22
W. Dusty Road	C-35E	Intersection SR. 36	Intersection of W Homestead Rd	2.968	22
E Dusty Road	C-35F	Intersection SR. 36	1.491 miles to the east, second cattleguard	1.491	22
O'Dells Ranch Road	C-38	Intersection SR. 36 E. of Fire Dept.	Property Line	3.150	24
Woodard Ranch Road	C-40	Intersection SR. 117 N.W.	Property Line	1.875	24
Pietown Road	C-41	Intersection SR. 117 South	Caton County Line	9.302	24
Back Country Bwyway	C-42	Intersection SR. 117 North	Intersection SR. 53 at Ice Caves	32.626	22
Porter Ranch Road	C-44	Intersection SR. 53 S. San Rafael	End of Road	1.330	22
Camino De Turquesa	C-45	Intersection SR. 53 S.	Intersection Tepina RD	0.312	22
Mesa Ridge Road	C-47	Intersection SR. 53 S.	James Property Line	7.148	20
Malley Road	C-48	2 Mi up Canyon Road, Intersection SR. 53	To South Property Line then to BIA 135	13.895	20
Timberlake Road (Old Forest Road 157)	C-48A	Intersection SR. 53 East of Ramah	McKinley County Line	16.400	22
Zuni Canyon Road Grants	C-49	Grants City Limits	Intersection of Forest Road 50	15.427	24
Parsons Lane	C-49A	Intersection C-49 and Quail Run Trailer Park	Intersection Betty Lane	0.492	20
El Saquian Loop	C-49B	Intersection C-49	Intersection C-49	1.162	24
Zuni Canyon Road	C-50	Intersection of Forest Road 50	Intersection SR. 53 and Ice Caves	4.366	20
N. Quail Lane	C-51	Milan Village Limits S. of Airport	Across C-49 to End of Road	0.736	20
N. Lawrence Road	C-51A	Intersection C-49 at housing	End of Road	0.835	18
Betty Drive	C-51B	Intersection C-49A	West of Rodeo Grounds	0.540	22
Rodeo Ground Road	C-51C	Intersection SR. 53 South	End of Road	0.777	21
El Gallo Road	C-52	Intersection SR. 53 South	End of Road	1.185	20
Tomas Road	C-52A	JCT. C-52	One-half mile south	0.508	20
Salazar Loop	C-53	Intersection SR. 53	Loop Back to SR. 53	0.627	20
Valdez Subdivision	C-54	Intersection SR. 53 S. San Rafael	End of Road	0.282	20
Fort Wingate Road	C-54A	Intersection SR. 53	End of Road	0.735	20
Ben Chavez Loop	C-55	Intersection SR. 53	Loop Back to SR. 53	0.871	20
Otero Acres	C-56	Intersection SR. 53	End of Road	0.548	20
La Vega Estates Roads	C-56A	Intersection SR. 53	End of Pavement of Calle De San Rafael	0.348	22
Vista Del Monte Roads	C-56B	Intersection of SR. 53	Loop Back to SR. 53	0.470	28
Casa Blanca Road	C-56C	Intersection of SR. 53	End of Road	0.335	20
Calle De San Fidel	C-56D	JCT C-56A	End of Road	0.125	20
E. Circle / W. Circle	C-57	Intersection SR. 53	Loop Back to SR. 53	0.910	22
San Rafael Village	C-58	Intersection SR. 53	All Village Roads	4.214	20
Dwight Small Road	C-59	Intersection SR. 53 N. of Mesita Store	End of Property Line	1.030	24
Cibola Sands Loop	C-59A	Intersection SR. 53 Mile Post 85.181	Loop to Mile Post 85.488	0.364	22
Camino De Balinda	C-59C	Intersection of C-59	End of Road	0.301	21
Camino De Silvestre	C-59D	Intersection of C-59	End of Road	0.480	21
Camino De Maria	C-59E	Intersection of C-59D	End of Road	0.304	23
Paxton Springs Road	C-62A	Intersection C-49	Intersection SR. 53	3.578	20
Anaconda Road	C-63	Intersection C-49	Intersection SR. 605	5.931	24
Forest Road 50	Forest 50	Last Cattle Guard before County Line	County Line	2.611	20
TOTAL MILEAGE:					340.973
TOTAL ROADS:					100.000

CODES FOR SURFACE TYPE:

- 1 = Paved Roadway
- 2 = Graveled Roadway
- 3 = Dirt Roadway
- 4 = Other Surface Type

*NOTE: On column 5, (Mileage length of Maintained Section); report mileage or section of route that is actually being maintained by the county.



9d.

Meeting With Acoma Pueblo Officials

Selection of 2 Commissioner To Attend



9e.

Resolution 22-19

NMFA Loan-Cibola County HVAC System
Resolution and Draft Ordinance

CIBOLA COUNTY, NEW MEXICO
RESOLUTION NO. 2022-19

DECLARING THE INTENT OF THE BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY, NEW MEXICO (THE "COUNTY") TO CONSIDER FOR ADOPTION AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A TAXABLE LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE COUNTY AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE COUNTY TO PAY A PRINCIPAL AMOUNT NOT TO EXCEED \$1,777,778, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF FINANCING THE COSTS OF PURCHASING AND INSTALLING AN HVAC SYSTEM IN THE COUNTY ADMINISTRATION BUILDING LOCATED IN GRANTS, NEW MEXICO AND TO FUND A TAXABLE LOAN AGREEMENT RESERVE ACCOUNT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL OF, AND INTEREST DUE UNDER THE TAXABLE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTION OF A ONE-EIGHTH OF ONE PERCENT INCREMENT OF COUNTY LOCAL OPTION GROSS RECEIPTS TAX; AND AUTHORIZING AND DIRECTING THE PUBLICATION OF A NOTICE OF MEETING TO CONSIDER FINAL PASSAGE OF AN ORDINANCE AUTHORIZING THE TAXABLE LOAN AGREEMENT AND INTERCEPT AGREEMENT IN A NEWSPAPER OF GENERAL CIRCULATION WITHIN THE COUNTY.

WHEREAS, Sections 4-62-1 through 4-62-10, NMSA 1978 (the "Act"), authorize New Mexico counties to issue gross receipts tax revenue bonds which, pursuant to the Act, may include loan agreements; and

WHEREAS, pursuant to the Act, the County may secure its gross receipts tax revenue bonds with the revenues of a one-eighth of one percent (0.125%) increment of County Local Option Gross Receipts Tax originally imposed by Ordinance No. 88-3 adopted on August 4, 1988 pursuant to Section 7-20E-9, NMSA 1978, as amended, with an effective date of January 1, 1989, which Ordinance has been amended by Ordinance No. 02-03 adopted on July 22, 2002; and

WHEREAS, the County desires to consider for adoption an ordinance authorizing, in accordance with the Act (the "Ordinance"), the execution and delivery of a Taxable Loan Agreement and an Intercept Agreement by and between the Finance Authority and the County in a principal amount of up to \$1,777,778; and

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

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

Section 1. All action (not inconsistent with the provisions hereof) heretofore taken by the Board of County Commissioners of Cibola County and the officers thereof directed toward the authorization, execution and delivery of the Taxable Loan Agreement and Intercept Agreement for such purposes, be and the same is hereby ratified, approved and confirmed.

Section 2. The publication, in accordance with Section 4-37-7, NMSA 1978, as amended, in the *Cibola Citizen*, a newspaper of general circulation within the County, of the following Notice at least two weeks prior to the meeting at which the Board of County Commissioners will consider the Ordinance, is hereby authorized.

[Form of Notice for Publication]

CIBOLA COUNTY, NEW MEXICO
NOTICE OF MEETING AND INTENT TO ADOPT ORDINANCE

Cibola County, New Mexico, hereby gives notice of a regular Board of County Commissioners meeting for Thursday, March 24, 2022 at 5:00 p.m., in the Cibola County Commission Chamber Room, located at 700 East Roosevelt Avenue, Grants, New Mexico. At such meeting the Board of County Commissioners will hold a public hearing concerning and will consider for adoption the Ordinance described below. Complete copies of the proposed Ordinance are available for public inspection during the normal and regular business hours of the County Clerk, 700 East Roosevelt Avenue, Grants, New Mexico.

The title of the proposed Ordinance is:

CIBOLA COUNTY, NEW MEXICO
ORDINANCE NO. 2022-001

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A TAXABLE LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN CIBOLA COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$1,777,778 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING AND INSTALLING AN HVAC SYSTEM IN THE COUNTY ADMINISTRATION BUILDING LOCATED IN GRANTS, NEW MEXICO AND FUNDING A TAXABLE LOAN AGREEMENT RESERVE ACCOUNT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE TAXABLE LOAN AGREEMENT SOLELY FROM THE REVENUES OF ONE-EIGHTH OF ONE PERCENT (0.125%) OF COUNTY LOCAL OPTION GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-20E-9, NMSA 1978, AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF

PRINCIPAL AND INTEREST DUE ON THE TAXABLE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE TAXABLE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE TAXABLE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title.

This Notice constitutes compliance with Section 4-37-7, NMSA 1978, as amended.

Michelle E. Dominguez, County Clerk
Cibola County, New Mexico

[End of Form of Notice for Publication]

Section 3. The Taxable Loan Agreement provides a principal loan amount of up to \$1,777,778, and shall evidence a special, limited obligation to pay its principal amount, together with interest due under the Taxable Loan Agreement.

Section 4. The Ordinance shall be filed with the County Clerk, and shall be considered by the County at a regular meeting of the County on Thursday, April 28, 2022 at 5:00 p.m., or as soon thereafter as the matter may be heard, in the Cibola County Commission Chamber Room, 700 East Roosevelt Avenue, Grants, New Mexico.

[Remainder of page intentionally left blank]

[Signature page follows]

PASSED AND ADOPTED this 24th day of March, 2022.

CIBOLA COUNTY, NEW MEXICO

By: _____
Daniel J. Torrez, Chairman
Board of County Commissioners

[SEAL]

ATTEST:

By: _____
Michelle E. Dominguez, County Clerk

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

I, Michelle E. Dominguez, County Clerk of Cibola County, New Mexico, do hereby certify:

1. The foregoing pages are a true, correct and complete copy of the record of the proceedings of the Board of County Commissioners (the "Board") of the County, constituting the governing board of the County, had and taken at a duly called regular, open meeting of the Board held in the County Commission Chamber Room, 700 East Roosevelt Avenue, Grants, New Mexico, being the regular meeting place of the Board on March 24, 2022 beginning at 5:00 p.m., insofar as the same relate to the publication of the title and general summary of a proposed ordinance, a copy of which is set forth in the official records of the proceedings of the County kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of meetings of the Board as required by the open meetings standards then in effect.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County of Cibola, New Mexico, this 24th day of March, 2022.

Michelle E. Dominguez, County Clerk

[SEAL]

6170153

STATE OF NEW MEXICO
COUNTY OF CIBOLA

The Board of County Commission (the "Governing Body") of Cibola County, New Mexico, met in regular session in full conformity with law and the rules and regulations of the Governing Body at Cibola County Commission Chamber Room, 700 East Roosevelt, Grants, New Mexico being the meeting place of the Governing Body for the regular meeting held on the 28th day of April, 2022, at the hour of 5:00 p.m. Upon roll call, the following members were found to be present:

Present:

Absent:

Also Present:

Thereupon, there was officially filed with the County Clerk a copy of a proposed ordinance in final form.

\$1,777,778
CIBOLA COUNTY, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY
PUBLIC PROJECT REVOLVING FUND LOAN
Loan No. PPRF-5708

Closing Date: April 8, 2022

TRANSCRIPT OF PROCEEDINGS
INDEX

1. Open Meeting Act Resolution No. 22-05 adopted January 11, 2022
2. Loan Ordinance No. 2022-001, adopted April 28, 2022, Agenda, and the Affidavits of Publication of the Notice of Intent to Adopt Ordinance and the Notice of Adoption of Ordinance in the *Cibola Citizen*
3. Taxable Loan Agreement
4. Intercept Agreement
5. General and No Litigation Certificate
6. Delivery, Deposit and Cross-Receipt Certificate
7. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan Counsel to the Finance Authority
8. Finance Authority Application and Project Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

Cibola County, New Mexico
New Mexico Finance Authority
BOKF, NA
Sutin, Thayer & Browne A Professional Corporation

**DRAFT
ORDINANCE
2022-001
HVAC LOAN
AGREEMENT**

CIBOLA COUNTY, NEW MEXICO
ORDINANCE NO. 2022-001

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A TAXABLE LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN CIBOLA COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$1,777,778 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING AND INSTALLING AN HVAC SYSTEM IN THE COUNTY ADMINISTRATION BUILDING LOCATED IN GRANTS, NEW MEXICO AND FUNDING A TAXABLE LOAN AGREEMENT RESERVE ACCOUNT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE TAXABLE LOAN AGREEMENT SOLELY FROM THE REVENUES OF ONE-EIGHTH OF ONE PERCENT (0.125%) OF COUNTY LOCAL OPTION GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-20E-9, NMSA 1978, AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE TAXABLE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE TAXABLE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE TAXABLE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing county under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Taxable Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Taxable Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the acquisition of the Project take place by executing and delivering the Taxable Loan Agreement and Intercept Agreement; and

WHEREAS, the Governmental Unit may use the Pledged Revenues to finance the Project; and

WHEREAS, the Governing Body has determined pursuant to the Act that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Taxable Loan Agreement; and

WHEREAS, other than as described in Exhibit "A" to the Taxable Loan Agreement, the Pledged Revenues have not been pledged to secure the payment of any obligation, which is currently outstanding; and

WHEREAS, the Taxable Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues, and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the full faith and credit of the Governmental Unit or the State; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the Finance Authority or its assigns pursuant to an Intercept Agreement between the Governmental Unit and the Finance Authority (the "Intercept Agreement") for the payment of amounts due under the Taxable Loan Agreement; and

WHEREAS, other than the Pledged Revenues, no tax revenues collected by the Governmental Unit shall be pledged to the Taxable Loan Agreement; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the County Clerk this Ordinance and the forms of the Taxable Loan Agreement and Intercept Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Taxable Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Governing Body intends by this Ordinance to authorize the execution and delivery of the Taxable Loan Agreement in the amount and for the purposes set forth herein; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of the amounts due under the Taxable Loan Agreement, (ii) the use of the proceeds of the Taxable Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Taxable Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. As used in this Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Act” means the general laws of the State, Sections 4-62-1 through 4-62-10, NMSA 1978, as amended, Sections 7-1-6.15 and 7-20E-9, NMSA 1978, as amended, and enactments of the Governing Body relating to the Taxable Loan Agreement and Intercept Agreement, including this Ordinance.

“Aggregate Annual Debt Service Requirement” means the total principal and interest payments due and payable pursuant to the Taxable Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means the Chairman, Vice Chair, Finance Director and County Clerk for Borrower.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse the Taxable Loan Agreement.

“Closing Date” means the date of execution, delivery and funding of the Taxable Loan Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Completion Date” means the date of final payment of the cost of the Project.

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

“Expenses” means the cost of issuance of the Taxable Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority in administering the Taxable Loan Agreement, including legal fees.

“Finance Authority” means the New Mexico Finance Authority.

“Finance Authority Debt Service Account” means the debt service account in the name of the Governmental Unit established under the Indenture and held by the Finance Authority to pay principal and interest, if any, on the Taxable Loan Agreement as the same become due.

“Fiscal Year” means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the County Commission of the Governmental Unit, or any future successor governing body of the Governmental Unit.

“Governmental Unit” means Cibola County, New Mexico.

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

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Intercept Agreement” means the Intercept Agreement, dated the Closing Date, between the Governmental Unit and Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay principal and interest due on the Taxable Loan Agreement, and any amendments or supplements to the Intercept Agreement.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Taxable Loan Agreement.

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

“Ordinance” means this Ordinance No. 2022-001 adopted by the Governing Body on April 28, 2022 approving the Taxable Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Taxable Loan Agreement Payments as shown on the Term Sheet.

“Parity Obligations” means the Taxable Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Taxable Loan Agreement, including those obligations described on the Term Sheet.

“Pledged Revenues” revenues of the Governmental Unit received pursuant to the Tax Ordinance and pledged to payment of the Taxable Loan Agreement Payments pursuant to the Ordinance and described on the Term Sheet.

“Program Account” means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of the Taxable Loan Agreement for disbursal to the Governmental Unit for payment of the costs of the Project.

“Project” means the project described on the Term Sheet.

“State” means the State of New Mexico.

“Tax Ordinance” means Ordinance No. 88-3 passed and approved by the Governmental Unit pursuant to the Act on August 4, 1988, with an effective date of January 1, 1989, which originally imposed what was previously identifiable as the first one-eighth of one percent (0.125%)

increment of County Local Option Gross Receipts Tax on the gross receipts of all persons engaging in business within the Governmental Unit, as amended by Ordinance No. 02-03 passed and approved by the Governmental Unit on July 22, 2002. Pursuant to laws 2019, Chapter 274, Section 16, the County Local Option Gross Receipts Tax imposed by Ordinance No. 88-3, as amended by Ordinance No. 02-03 is no longer identifiable as the first increment, and instead comprises one-eighth of one percent (0.125%) of the maximum rate of county gross receipts tax that may be imposed under Section 7-20E-9, NMSA 1978, as amended, of one and three-quarters percent (1.75%), which is pledged to the Loan.

"Taxable Loan Agreement" means this Taxable Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee and any amendments or supplements thereto, and including the exhibits attached to the Taxable Loan Agreement.

"Taxable Loan Agreement Principal Amount" means the original principal amount of the Taxable Loan Agreement as shown on the Term Sheet.

"Taxable Loan Agreement Reserve Account" means the loan agreement reserve account established in the name of the Governmental Unit funded from the proceeds of the Taxable Loan Agreement and administered by the Trustee pursuant to the Indenture.

"Taxable Loan Agreement Reserve Requirement" means, with respect to the Loan, the amount shown as the Taxable Loan Agreement Reserve Account Deposit on Exhibit "A" to the Taxable Loan Agreement.

"Term Sheet" means Exhibit "A" to the Taxable Loan Agreement.

"Trustee" means BOKF, NA, Albuquerque, New Mexico, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the acquisition of the Project and the execution and delivery of the Taxable Loan Agreement and the Intercept Agreement, be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Taxable Loan Agreement and the Intercept Agreement. The acquisition of the Project and the method of financing the Project through execution and delivery of the Taxable Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance and delivery of the Taxable Loan Agreement is necessary and advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of acquiring the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Taxable Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Taxable Loan Agreement.

E. The Project and the execution and delivery of the Taxable Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will acquire the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from the Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Taxable Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

I. Pursuant to Section 7-20E-9, NMSA 1978, as amended, the Governmental Unit heretofore has adopted the Tax Ordinance, which imposes one-eighth of one percent (0.125%) of County Local Option Gross Receipts Tax on the gross receipts of persons engaging in business within the Governmental Unit.

J. Pursuant to Section 7-1-6.13, NMSA 1978, as amended, the Government unit receives Pledged Revenues from the Distributing State Agency.

Section 5. Taxable Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a two thirds (2/3) majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Taxable Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$1,777,778 plus interest thereon, and the execution and delivery of the Taxable Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the acquisition of the Project; (ii) fund the Taxable Loan Agreement Reserve Account; (iii) make a deposit to the Finance Authority Debt Service Account. The Project will be owned by the Governmental Unit.

B. Detail. The Taxable Loan Agreement and Intercept Agreement shall be in substantially the forms of the Taxable Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an original aggregate principal amount of \$1,777,778, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Taxable Loan Agreement and bear interest payable on May 1 and November 1 of each year, beginning on November 1, 2022 at the rates designated in Exhibit "B" to the Taxable Loan Agreement.

Section 6. Approval of Taxable Loan Agreement and Intercept Agreement. The forms of the Taxable Loan Agreement and the Intercept Agreement, as presented at the meeting of the Governing Body at which this Ordinance was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Taxable Loan Agreement and the Intercept Agreement, with such changes, insertions and omissions that are consistent with this Ordinance as may be approved by such individual Authorized Officers, and the County Clerk is hereby authorized to affix the seal of the Governmental Unit on the Taxable Loan Agreement and the Intercept Agreement and attest the same. The execution of the Taxable Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Taxable Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Taxable Loan Agreement and shall be payable solely from the Pledged Revenues. The Taxable Loan Agreement, together with other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Ordinance and the Taxable Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Taxable Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Ordinance or in the Taxable Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Taxable Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Taxable Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefore to payments required by the Taxable Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds: Completion of Acquisition of the Project.

A. Program Account, Finance Authority Debt Service Account and Taxable Loan Agreement Reserve Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held by the Finance Authority and to the Program Account, and the Taxable Loan Agreement Reserve Account to be held by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves: (i) the

deposit of a portion of the proceeds of the Taxable Loan Agreement in the Program Account and the Finance Authority Debt Service Account; and (ii) the deposit of funds in the amount of the Taxable Loan Agreement Reserve Requirement in the Taxable Loan Agreement Reserve Account, all as set forth in Exhibit "A" to the Taxable Loan Agreement.

The proceeds derived from the execution and delivery of the Taxable Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account, Taxable Loan Agreement Reserve Account and Finance Authority Debt Service Account shall be paid to the Finance Authority, all as provided in the Taxable Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Taxable Loan Agreement and the Indenture.

The Governmental Unit will acquire the Project with all due diligence.

B. Completion of Acquisition of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that acquisition of and payment for the Project have been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Taxable Loan Agreement and the Indenture.

C. Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Taxable Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement, Pledged Revenues shall be paid directly by the Distributing State Agency to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay principal and interest due under the Taxable Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amounts in the Finance Authority Debt Service Account and Taxable Loan Agreement Reserve Account total a sum at least equal to the entire aggregate amount to become due as to principal, interest on, and any other amounts due under, the Taxable Loan Agreement in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the

Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds, or obligations subordinate and junior to the Taxable Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Taxable Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Taxable Loan Agreement, subject to the uses hereof permitted by and the priorities set forth in this Ordinance. The Taxable Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Taxable Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Taxable Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance, the Taxable Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance, the Taxable Loan Agreement and Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Taxable Loan Agreement and the publication of the summary of this Ordinance set out in Section 17 of this Ordinance (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Ordinance. Prior to the date of the initial delivery of the Taxable Loan Agreement to the Finance Authority, the provisions of this Ordinance may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. This Ordinance may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Ordinance Irrepealable. After the Taxable Loan Agreement and Intercept Agreement have been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Taxable Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This

repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Chairman and County Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Ordinance shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

[Form of Summary of Ordinance for Publication]

Cibola County, New Mexico
Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 2022-001, duly adopted and approved by the Governing Body of Cibola County, New Mexico, on April 28, 2022. A complete copy of the Ordinance is available for public inspection during the normal and regular business hours of the County Clerk, 700 East Roosevelt, Suite 50, Grants, New Mexico.

The title of the Ordinance is:

CIBOLA COUNTY, NEW MEXICO
ORDINANCE NO. 2022-001

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A TAXABLE LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN CIBOLA COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$1,777,778 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING AND INSTALLING AN HVAC SYSTEM IN THE COUNTY ADMINISTRATION BUILDING LOCATED IN GRANTS, NEW MEXICO AND FUNDING A TAXABLE LOAN AGREEMENT RESERVE ACCOUNT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE TAXABLE LOAN AGREEMENT SOLELY FROM THE REVENUES OF ONE-EIGHTH OF ONE PERCENT (0.125%) OF COUNTY LOCAL OPTION GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-20E-9, NMSA 1978, AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION TO BE REDIRECTED BY THE STATE TAXATION AND

REVENUE DEPARTMENT TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE TAXABLE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE TAXABLE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE TAXABLE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

[End of Form of Summary for Publication]

[Remainder of page intentionally left blank]

PASSED, APPROVED AND ADOPTED THIS 28th DAY OF APRIL, 2022.

CIBOLA COUNTY, NEW MEXICO

By: _____
Daniel J. Torrez, Chairman

[SEAL]

ATTEST:

By: _____
Michelle E. Dominguez, County Clerk

_____ then moved adoption of the foregoing Ordinance, duly seconded by
_____.

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

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

_____ (____) members of the Governing Body having voted in favor of said motion, the Chairman declared said motion carried and said Ordinance adopted, whereupon the Chairman and the County Clerk signed the Ordinance upon the records of the minutes of the Governing Body.

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

CIBOLA COUNTY, NEW MEXICO

By: _____
Daniel J. Torrez, Chairman

[SEAL]

ATTEST:

By: _____
Michelle E. Dominguez, County Clerk

EXHIBIT "A"

Meeting Agenda
of the April 28, 2022
County Commission Meeting

[SEE ATTACHED]

STATE OF NEW MEXICO
COUNTY OF CIBOLA

I, Michelle E. Dominguez, the duly qualified and acting County Clerk of Cibola County, New Mexico (the "Governmental Unit"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the County Commission of Cibola County, New Mexico (the "Governing Body"), constituting the governing body of the Governmental Unit had and taken at a duly called regular meeting held at Cibola County Commission Chamber Room, 700 East Roosevelt, Grants, New Mexico, on April 28, 2022, at the hour of 5:00 p.m., insofar as the same relate to the execution and delivery of the proposed Taxable Loan Agreement and Intercept Agreement, a copy of each of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the Governmental Unit's open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of June, 2022.

CIBOLA COUNTY, NEW MEXICO

By: _____
Michelle E. Dominguez, County Clerk

[SEAL]

6172632

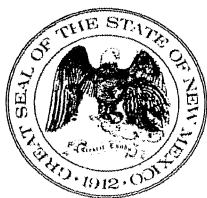


9f. (a)

Requisitions Over \$20,000

Power Ford-F-550-Road Dept-\$69,422

		DATE :		DEPARTMENT:		QUOTE OBTAINED BY:	
		March 16, 2022		Road		Edward Salazar	
				QUOTE #1	QUOTE #2	QUOTE #3	
		VENDOR NAME:		Power Ford			
		CONTACT NAME:					
		PHONE:		505-766-6600			
FAX:							
NO.	DESCRIPTION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
1	Ford F550	38157.00	38,157.00		-		-
1	4x4	4800.00	4,800.00		-		-
1	84 CA	1250.00	1,250.00		-		-
1	Axles optional	695.00	695.00		-		-
1	19,500 GVWR	2950.00	2,950.00		-		-
1	Bluetooth	595.00	595.00		-		-
1	Keys Additional	295.00	295.00		-		-
1	Power Windows Door Lock	995.00	995.00		-		-
1	PTO Capability	400.00	400.00		-		-
1	Remote Keyless Entry	395.00	395.00		-		-
1	Full Size Spare	1295.00	1,295.00		-		-
1	Trailer Brake Controller	495.00	495.00		-		-
1	Window Tint	395.00	395.00		-		-
1	Engine Block Heater	100.00	100.00		-		-
1	Utility Lighting System's	160.00	160.00		-		-
1	Dump Body 11' 3/4 Cubic Yard	16445.00	16,445.00		-		-
			-		-		-
	Road Dept.		-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
SUBTOTAL FOR SELECTED ITEMS			69,422.00		-		-
TOTAL LABOR/ SERVICE COSTS			-		-		-
TOTAL GROSS RECEIPTS TAX			-		-		-
TOTAL SHIPPING/ FREIGHT COSTS			-		-		-
GRAND TOTAL			69,422.00		-		-
VENDOR	Power Ford	REASON SELECTED		STATE CONTRACT			
		CONTRACT/BID/RFP #		00-00000-20-00088			
ADDRESS	1101 Montano Rd. NE Albuquerque, NM 87107	ESTIMATED DELIVERY					
PURCHASING AGENT 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 #		FUND NAME & LINE ITEM #		AMOUNT	
		If all three signatures are not obtained the purchase cannot move forward		402-015-416-00028		\$ 69,422.00	
		DEPARTMENT HEAD SIGNATURE		DESIGNEE SIGNATURE		FINANCE SIGNATURE	
							
PLEASE REMEMBER ANY REQUISITIONS OVER \$500.00 NOW REQUIRE 3 HARD QUOTES. ANY REQUESTION \$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							



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:
11 Vendors

Number: 00-00000-20-00088

Amendment No.: Three

Term: March 5, 2021 – March 4, 2023

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

Procurement Specialist: Tami Concha JC

Telephone No.: 505-660-3671

Email: Tami.Concha@state.nm.us

Invoice:
As Requested

Title: Automotive Vehicles – SUV's & Trucks

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 5, 2022 to March 4, 2023 for the following vendors: (AA) Albuquerque Motor Company dba Melloy Dodge; (AB) Bob Turner's Ford Country dba Power Ford; (AC) Bruckner Truck Sales, Inc.; (AD) Clark Truck Equipment Co.; (AE) Construction Truck Equipment, LLC; (AF) Don Chalmers Ford dba MHQ of NM; (AG) MJLL, Inc. dba Melloy Chrysler-Jeep-Dodge-RAM; (AH) MCLL, Inc. dba Melloy Chevrolet; (AI) Melloy Nissan; (AJ) Phil Long Dealership LLC dba Phil Long Ford of Raton, LLC; and (AL) BDR Preferred Holdings dba Roberts Truck Center; at the same price, terms and conditions.

See page 2 for Base Price increases for vendor (AL) BDR Preferred Holdings dba Roberts Truck Center.

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
Mark Hayden, New Mexico State Purchasing Agent

Date: 2/15/2022

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

(AL) BDR Preferred Holdings

Item	Article and Description	Current Base Price	New Base Price
20	Truck, 15,000 GVWR, cab & chassis, dual rear wheels, capable of being certified	\$48,155.00	\$53,158.00
21	Truck, 17,500 GVWR, cab & chassis, dual rear wheels, capable of being certified	\$49,430.00	\$58,090.00
23	Truck, 19,500 GVWR, cab & chassis, class 5 medium duty, conventional cab, 4 x 2 dual rear wheels capable of being certified.	\$66,288.00	\$72,731.00
24	Truck, 25,950 GVWR, cab & chassis, class 6 medium Duty, conventional cab, 4 x 2 dual rear wheels capable of being certified	\$69,825.00	\$76,612.00

Certificate Of Completion

Envelope Id: 1B134B85203C4D3093691C12B45C33A0

Subject: Please DocuSign: 00-00000-20-00088 Automotive Vehicles - SUV's & Trucks A003 0323

Source Envelope:

Document Pages: 2

Signatures: 1

Certificate Pages: 5

Initials: 2

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:

Tami Concha

13 Bataan Blvd

Santa Fe, NM 87508

tami.concha@state.nm.us

IP Address: 75.161.68.100

Record Tracking

Status: Original

2/15/2022 8:33:46 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Tami Concha

tami.concha@state.nm.us

Pool: StateLocal

Pool: GSD

Location: DocuSign

Location: DocuSign

Signer Events

Natalie Martinez

natalie.martinez1@state.nm.us

New Mexico General Services

Security Level: Email, Account Authentication
(None), Login with SSO**Signature**

Signature Adoption: Pre-selected Style

Using IP Address: 207.155.51.248

Timestamp

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Signed: 2/15/2022 8:50:35 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tami Concha

tami.concha@state.nm.us

Procurement Officer-A

New Mexico General Services, State Purchasing
DivisionSecurity Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 75.161.68.100

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Viewed: 2/15/2022 8:52:07 AM

Signed: 2/15/2022 8:52:15 AM

Electronic Record and Signature Disclosure:

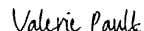
Not Offered via DocuSign

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: 97.123.121.182

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Electronic Record and Signature Disclosure:

Accepted: 5/29/2020 9:40:59 AM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/15/2022 8:36:19 AM
Certified Delivered	Security Checked	2/15/2022 9:05:38 AM
Signing Complete	Security Checked	2/15/2022 9:06:10 AM
Completed	Security Checked	2/15/2022 9:06:10 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		





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

March 10, 2022

To: Edward Salazar
Cibola County
Re: Agreement 00-00000-20-00088

<u>Item And Description</u>		<u>Quote</u>
Item 21	Ford F 550	\$38,157.00
Item L	4x4	\$4,800.00
Item K	84 CA	\$1,250.00
Item O	Axles optional	\$695.00
Item AP	19,500 GVWR	\$2,950.00
Item T	Blue tooth	\$595.00
Item AS	Keys additional	\$295.00
Item BE	Power Windows door lock	\$995.00
Item BG	PTO Capability	\$400.00
Item BH	Remote keyless entry	\$395.00
Item BR	Full size spare	\$1,295.00
Item BT	Trailer brake controller	\$495.00
Item CD	Window tint	\$395.00
Item not listed on contract		
	Engine block heater	\$100.00
	Utility Lighting system's	\$160.00
	Dump body 11' ¾ cubic yard	\$16,445.00
<u>Total for one vehicle</u>		<u>\$69,422.00</u>

Thank you
Power Ford