

7a.
Minutes
04.28.2022

Regular Commission Meeting Minutes

Regular Commission Meeting Minutes Thursday, April 28^{th,} 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 Teri Harwood, Recording / Filing

1. Call to Order

Commissioner Torrez called the meeting to order at 5:00 pm.

2. Roll Call

Chairman Torrez does roll call, all Commissioners are present, with Commissioner Garcia arriving at 5:04.

3. Pledge of Allegiance

Led by Commissioner Lucero, recited by all.

4. Prayer

Led by Commissioner Lowery.

5. Approval of Agenda

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

6. Public Comment

Kathleen Gibson, President from Fence Lake Association stated that NMDOT notifies her regarding losing Fence Lake patrol, the population is increasing, and amount of travel is also increasing. She asked to please try to keep the patrolling in place.

Terry Jasper asked the Commissioners if they would write a letter in support of keeping Patrol open.

Westin Fletcher stated that if the Community losses it is patrolling it could possibly diminish property values in the area. Mr. Fletcher also mentioned it would be hard for emergency vehicles to get through to the area.

7. Minutes

- a. Minutes from March 24th, 2022, Regular Commission Meeting
- b. Minutes from April 14th, 2022, Special Commission Meeting

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

8. Reports

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

9. Public Hearing

a. Ordinance 2022-001 Authorizing the Execution and delivery of a Taxable Loan Agreement and Intercept Agreement by and Between the County and New Mexico Finance Authority (NMFA) for a Government Center HVAC. **No Comments currently.**

10. New Business - Action May Be Taken

a. Consideration of Ordinance 2022-001 Authorizing the Execution and Delivery of a Taxable Loan Agreement and Intercept Agreement by and Between the County and New Mexico Finance Authority (NMFA) for a Government Center HVAC.

Motion to approve item A. motioned by Commissioner Lucero second made by Commissioner Windhorst. 5-0 affirmative.

b. Consideration of Resolution 2022-23 Budget Adjustment Number 6

Motion to approve item B. motioned by Commissioner Garcia, second made by Commissioner Windhorst. 5-0 affirmative.

c. Consideration of Resolution 2022-24 3rd Quarter Report

Motion to Approve item C made by Commissioner Windhorst, second by Commissioner Garcia 5-0 affirmative.

- d. Consideration of Memorandum of Understanding Between Office of the Secretary of State and Cibola County to Pay for the Counties Cost Incurred for the 2022 Primary Election Motion to approve item D made by Commissioner Windhorst, second by Commissioner Lucero 5-0 affirmative.
- e. Direction to Staff to Publish the Title and General Summary of Ordinance 2022-002 County Maintained Road Ordinance

Motion to approve item E. motioned by Commissioner Windhorst, second made by Commissioner Lowery. 5-0 affirmative.

- f. Direction to Staff to Publish the Title and General Summary of Ordinance 2022-003
 Restricting Open and Controlled Burns in the Unincorporated Areas of Cibola County
 Motion to approve item F made by Commissioner Garcia,
 second by Commissioner Lowery. 5-0 affirmative.
- g. Consideration of a Proclamation Designating the Month of May as Motorcycle Awareness Month

Motion to approve item G made by Commissioner Windhorst, second by Commissioner Lucero 5-0 affirmative.

h. Consideration of Resolution 2022-25 Supporting the Eligibility and Intent of Cibola County to Submit an Application to NMDOT for the New Mexico Transportation Project Fund (TPF) for Moquino Road (CR-5) Bridge and Road Improvement Project

Motion to approve item H. made by Commissioner Lowery, second by Commissioner Windhorst 5-0 affirmative.

i. Consideration of Resolution 2022-26 In Support of the Passage of the Radiation Exposure Compensation Act (RECA) Amendments 2021 (H.R.5338, S2798)

Motion to approve item I. MADE BY Commissioner Windhorst, second by Commissioner Garcia 5-0 affirmative.

- j. Consideration of Requisitions Over \$20,000
- a. Artesia Fire Equipment / Fire Equipment / Laguna Fire Dept.- \$66,407 Motion to approve item J. made by Commissioner Lucero, second by Commissioner Lowery 5-0 affirmative.
- k. Consideration to Authorize the Advisory Investment Committee (AIC) to move Upcoming TBK CD's that will Mature in May 2022.

Motion to approve item K. was made by Commissioner Garcia, second by Commissioner Lowery 5-0 affirmative.

11. 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:

Commissioner Lucero made a motion to go into executive session at 6:17 p.m. second by Commissioner Windhorst.

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)
- **b.** Real Property 10-15-1 (H) (2)
 - 1. Vista Del Monte Subdivision
- **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 Statues Section §10-15-1

Motion to return to Regular Session at 6:43 p.m. made by Commissioner Lucero, second by Commissioner Lowery 5-0 affirmative.

12. New Business-Action May Be Taken

a. Direction to Staff Regarding Vista Del Monte Subdivision Motion Made by Commissioner Garcia to have Direction to Staff to have Vista Del Monte Subdivision Replated and Appraised second by Commissioner Lowery 5-0 affirmative.

13. Announcements

The next Regular Commission Meeting will be on May 26th, 2022, at 5;00 p.m.

14. Adjournment

Motion to adjourn made by Commissioner Torrez, second by Commissioner Lucero 5-0 6:51 p.m.

PASSED, APPROVED, and ADOPTED this 26th of May, 2022

BOARD OF COUNTY COMMISSIONERS		
Daniel Torrez, Chairman	<u>-</u>	
Martha Garcia, 1 st Vice Chairman	-	
Christine Lowery, 2 nd Vice Chairman	- ·	
Ralph Lucero, Commissioner	-	
Robert Windhorst, Commissioner	-	
ATTEST:		
Michelle E. Dominguez, Cibola County Clerk	Date:	

SEAL



8a.

Budget and Finance Report

As of April 30, 2022

No Backup Documentation At This Time



8b.

Treasurer's Report

Treasurer Kathy Gonzales & Deputy Johnny Pino

No Backup Documentation



8z.

Reports Not Presented

Road Dept.

Cibola County Road Dept.

700 E. Roosevelt Suite 50 Grants NM 87020

505-285-2570 Phone 505-285 3656 Fax



Monday, May 3, 2022

To: Kate Fletcher - County Manager

Fr: Edward Salazar - Road Superintendent

Re: Monthly Report: 03/31/22 - 04/29/22 (April)

Regular Maintenance

Blade & Shape

<u>Road</u>	<u>Description</u>	<u>Miles</u>
C42	Back Country By Way	18.626
C48A	Timberlake Rd.	16.400
C50	Zuni Canyon Rd.	4.366
C49	Zuni Canyon Rd. (Grants)	13.427
C62A	Paxton Springs Rd.	3,578
C47	Mesa Ridge Rd.	7.148
C44	Porter Ranch Rd.	1.330
C19B	La Mosca Tank Rd.	5.163
C29	Plano Colorado	2.482
	Total Miles	72.520

Special Projects

C52	El Gallo Rd Fix fence.
C17	Mt. Taylor Addition - Put up signs.
C23	Ralph Card Rd Remove speed bumps, remove blow sand, sweep road.
C57	W. Circle Dr Remove speed bumps and replace.
C42	Back Country By Way - Put up signs, fix potholes, haul material to fill in low spots.
C35	E. Homestead Rd Put up signs.

C41	Pie Town Rd Build detour road, install cattleguard, cleanip.
C17A	Walter Rd Put up sign.
C52A	Tomas Rd Put up signs.
C14	San Fidel Village - Put up signs.
C62A	Paxton Springs Rd Clean up spilled oil from blade breakdown.
C48	Mallery Rd Install cattleguard.
C15	Rinconada Rd Install cattleguard.
	Put up signs for Rural Addressing.

Forest Roads

FR 453	La Mosca Peak - 4/21/22.
FR 193	Horace Mesa - 4/21/22, 4/25/22, 4/26/22, 4/27/22, 4/28/22,

Cibola County Road Dept. 700 E. Roosevelt Suite 50

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



April 2022

<u>Department</u>	Unit Number	Tota	al Parts & Oil	<u>Hours</u> Worked		echanic Rate	Tota	al on Repair Order
Road	141	\$	55.50	2	\$	18.40	\$	92.30
Road	154	\$	37.06	1	\$	18.40	\$	55.46
Road	419	5	369.76	6	\$	18.40	\$	480.16
Road	420	\$	325.02	14	\$	18.40	\$	582.62
					7	OTAL	\$	1,210.54

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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 April 2022

			UNI	LEADED			
UNIT#	VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	70	TAL COST
127	G-18473	#VALUE!	#VALUE!	N/U	0.000	\$	**
128	G-18464	#VALUE!	#VALUE!	N/U	0.000	\$	
130	New Truck	0.52	9.38	534	56.900	\$	279.30
131	G-29800	#VALUE!	#VALUE!	N/U	0.000	\$	#U
133	G-23696	0.26	15.87	714	45.000	\$	187.09
138	G-95862	0.29	17.23	877	50.900	\$	250.49
139	G-57384	#VALUE!	#VALUE!	N/U	0.000	\$	**
140	G-57619	#VALUE!	#VALUE!	N/U	0.000	\$	
141	G-57618	0.19	21.71	280	12.900	\$	53.51
146	146	#VALUE!	#VALUE!	N/U	0.000	\$	**
147	G-66164	0.29	14.29	220	15.400	\$	64.00
148	G-66165	0.14	29.85	388	13.000	\$	54.03
150	G-70482	0.47	8.88	142	16.000	\$	66.39
151	G-78718	0.28	15.28	2,325	152.200	\$	645.24
152	G-64239	0.21	19.83	357	18.000	\$	75.00
153	G-86952	0.14	30.70	1,363	44.400	\$	185.01
154	G-86953	0.20	21.15	550	26.000	\$	108.63
155	G-86954	#VALUE!	#VALUE!	N/U	0.000	\$	380
156	Diesel Air Copmpressor	#VALUE!	#VALUE!	N/U	0.000	\$	ét
157	G-91750	0.24	16.98	1,727	101.700	\$	417.00
		7	TOTAL GAS	5	552.400	\$	2,385.69

			DIES	SEL FUEL			
UNIT#	VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TO	TAL COST
137	G-50237	0.21	23.41	515	22.000	\$	110.00
209	G-18476	#VALUE!	#VALUE!	N/U	0.000	\$	Ma.
212	G-30550	#VALUE!	#VALUE!	N/U	0.000	\$	28
213	G-30549	#VALUE!	#VALUE!	N/U	0.000	\$	-
214	G-38441	#VALUE!	#VALUE!	N/U	0.000	\$	**
215	G-67372	#VALUE!	#VALUE!	N/U	0.000	\$	*
216	G-67371	#VALUE!	#VALUE!	N/U	0.000	\$	*
217	G-70782	0.79	6.57	443	67.400	\$	350.42
218	Distributor	#VALUE!	#VALUE!	N/U	0.000	\$	JA
219	Water Truck	30.61	0.17	10	60.000	\$	306.09
220	New Transport	#VALUE!	#VALUE!	N/U	0.000	\$	#
221	New Dump Truck	1.09	4.63	1,770	382.300	\$	1,930.22
222	New Dump Truck	0.81	6.41	423	66.000	\$	343.35
305	305	#VALUE!	#VALUE!	N/U	0.000	\$	**
306	306	#VALUE!	#VALUE!	N/U	0.000	\$	
307	307	#VALUE!	#VALUE!	N/U	0.000	\$	•
308	308	10.56	0.48	24	49.800	\$	253.49
309	309	19.01	0.26	1	3.800	\$	19.01
310	310	#VALUE!	#VALUE!	N/U	0.000	\$	*
311	311	15.19	0.34	4	11.900	\$	60.77
312	312	#VALUE!	#VALUE!	N/U	0.000	\$.#
313	313	#VALUE!	#VALUE!	N/U	0.000	\$	***************************************
314	314	#VALUE!	#VALUE!	N/U	0.000	\$	*
416	416	17.97	0.27	30	110.000	\$	539.03
417	417	#VALUE!	#VALUE!	N/U	0.000	\$	*
418	418	12.98	0.39	42	108.800	\$	544.96
419	419	17.09	0.30	94	317.500	\$	1,606.37
420	420	19.09	0.27	83	313.000	\$	1,584.70
501	501	#VALUE!	#VALUE!	N/U	0.000	\$	
525	525	#VALUE!	#VALUE!	N/U	0.000	\$	-
Extra Fuel	DEF	#VALUE!	#VALUE!	N/U	0.000	\$	
Extra Fuel	Front Office Truck 13245- G	0.24	17.93	893	49.800	\$	211.57
######################################		70	TAL DIES	1	1562.300	\$	7,859.98



9a. Recognition of Candy Kitchen Fire Dept.

Chief Michael Sweet and Shirley Sweet



9b.

Recreational Economies

Les Gaines



In 2019 the City of Grants and Cibola County applied for the U.S. Environmental Protection Agency's (EPA)

Recreational Economy for Rural Communities (RERC)

We were one of ten finalists selected out of 170 applications nationwide.

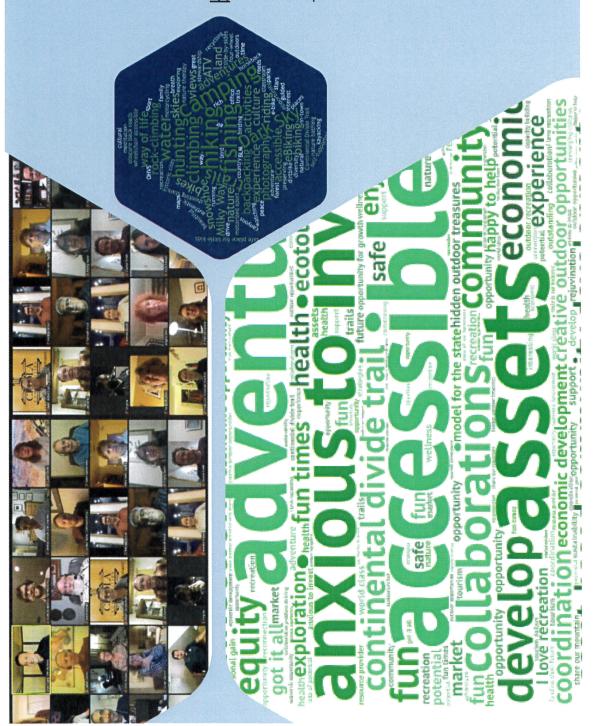
The RERC is to help the County diversify its economy.

Become a more environmentally sustainable.

Become an outdoor recreation destination.

Efforts and strategies identified through the RERC process can serve as a focal point for inclusion in the

Statewide Comprehensive Outdoor Recreation Plan (SCORP).



The virtual workshop began on the evening of November 16, 2020 with lead facilitator Jason Espie welcoming the **63** attendees

STEERING COMMITTEE

Laura Jaramillo – City Manager, City of Grants

Kendra Brown - Cibola Trail Alliance & Mt. Taylor Landscape Team

Michael Brown - Local Engineer/Outdoor Enthusiast Les Gaines - Mt. Taylor Zuni Mountain Collaborative

Brandon Howe - Regional Planner, Northwest New Mexico Council of Governments Donald Jaramillo, Special Projects, City

Anna Larson - Cibola County & Back Country Horsemen of New Mexico

JoAnne Martinez - Director, Grants Mainstreet Chris Roybal - Marketing Director, City of Grants

Mark Teshima - Public Works, City of

Evan Williams - Executive <u>Director.</u>
Northwest New Mexico Council of

Eileen Chavez Yarborough - Cibola Communities Economic Development

The steering committee identified FOUR priorities for their action plan:

1. Shape our identity as an outdoor recreation destination:

2. Improve connectivity:

infrastructure for staying power: 3. Increase attractions, amenities, and

4. Improve local coordination:

Page 5 of the Action Plan



Goal 1: Shape our identity as an outdoor recreation destination: Improve branding, marketing and promotion of Grants as an outdoor recreation destination and great place to visit and live. Build on existing branding and marketing efforts to become an escape destination for outdoor and adventure recreation.

Assets / Working well

Mt Taylor Quad

Lots of special, outdoor rec and natural assets in proximity to Grants

Tour de Acoma Mt Taylor 50k races Lots of public lands in the vicinity.

Cibola Trail Alliance passionate people! strong group of

Grants.

Community Diversified

group (Grants Rodeo alliance is a great Rodeo Grounds Association)

MoteVRV facilities. 1-40, and access to trails and sites.

Mt. Taylor 50k through or adjacent to Discovery Route and The New Mexico Route both pass the Great Divide Backcountry

Easy access along interstate 2 year plan to redo all assets in town/county driving harder, many downfown waterhww Local feadership is Introducing bigger entrance of town pipeline to west Rodeo grounds infrastructure

Ample supply of Hotel Plus great access off

hikers in spring and Continental Divide number of through Trail, consistent

Lack of collaboration

between NPS BLM

USFS

profits and volunteer, good, strong non challenge is to get them involved and working together. We have a lot of

Communication

regarding Marketing

organizations

between Barriers

and budgeting for

Marketing.

Challenges / Barriers

Low name Multi agency visitor center is not multi agency anymore.

Include these in recognition

development plans

Lack of marketing to

external areas

agency leadership Funding, planning, local/state/federal consistency in

Undetermined CDT

route

Should co-op AIENTA

(bevreaved) mon find Small population to

Grants area had such comment was, "I had Grants is "unknown". 18, the number one motorcycle event in Grants in 2017 and When we hosted a no idea that the wery successful opportunities!" great riding

off-highway vehicle recreation by some individuals and Opposition to groups.



Page 9 of the Action Plan

COMMUNITY ACTION PLAN

Goal 1 - Shape our identity as an outdoor recreation destination.

- Action 1.2 Create a paper and online map-based guide that shows the area's trails (including interpretive information about the trails), parks, campgrounds, and lodging
- Action 1.3 Create and install comprehensive, regional signage for outdoor access points, including visitor and information centers.
- recreation for all localities in Cibola County in order to implement a community branding Action 1.4 - Continue to coordinate efforts to consistently brand and market outdoor campaign that uses community members and nonprofit organizations.
- highlight different outdoor recreation activities available in the area, e.g., a motorsports Action 1.5 - Create a series of activity-specific expos throughout the County that expo at the Uranium Capital Speedway, or a watersports expo at Bluewater Lake.





Action 1.1 – Increase meaningful and targeted marketing of our outdoor recreation

assets to clearly communicate or	nunicate our identity to the world.
What this is. Why it is important. Who benefits?	A lot of the recreation assets in the area are not well-publicized. The first step to realizing this action is to inventory the area's assets, through a series of meetings to discuss what is special and what differentiates Grants and the area. The items in the inventory could be prioritized to home in on the two or three places, things or activities that make Grants stand out from nearby recreation destinations.
Measures of success	 Short-term: consensus around a slogan and brand for Grants Long-term: when Grants is known and is on the map, When you no longer hear "I never knew that was here" from people who experience things in Grants
Timeframe	 Inventory: 2 months (February 2021) Start meeting with groups to talk to people right away Should result in media products within 12-14 months (end of 2021, start 2022) See Action 1.2
Lead Roles	 Chris Roybal, Marketing Director, City of Grants, to help re-kindle the previous branding efforts of "Team 66" Brenda Curtright, Executive Director, Grants Chamber of Commerce would be helpful to pull in stakeholders





Appendix A: Additional Actions A - 2

Goal 1: Shape our identity as an outdoor recreation destination.

Improve branding, marketing and promotion of Grants as an outdoor recreation destination and great place to visit and live. Build on existing branding and marketing efforts to become an escape destination for outdoor and adventure recreation.

- Ensure that marketing media programs emphasize Eco-Tourism
- Integrate or create additional information regarding outdoor recreation activities into materials to be distributed at the National Park Service and Bureau of Land Management visitor centers
- Connect with local and regional athletes to participate in and help market local events
- Determine if Grants is a partner or competitor of Gallup in attracting the outdoor adventure community. If Grants is a partner, expand the message. If Grants is a rival, determine areas of advantage and push forward
- Identify the two or three assets or opportunities that distinguish and/or differentiate Grants from our competition, e.g., the surrounding forest areas, mountain/gravel biking, skiing, hiking, horseback riding, birdwatching, hang-gliding, etc
 - Re-brand and market outdoor recreation as a separate category on the Grants Chamber of Commerce website
 - Add motorized recreation as a specific component of the Grants branding and marketing effort
- Plan events for the community to support and spread enthusiasm for existing outdoor events, such as the Mt. Taylor Quadrathlon. Launch new outdoor recreation events tailored to regional highlights
 - Create and package trail-user experiences like a Zuni Mountains Backpacking Tour
- Establish familiarization tours for local business owners and employees so they can showcase the local outdoor recreation amenities
- Invite National Park Service assistance services so we can learn about gateway community planning
- Host an annual community event that celebrates the Continental Divide Trail and introduces residents and Grants visitors to the trail
- Increase opportunities for Grants residents to steward local recreational assets, e.g., the Continental Divide Trail. For example, host Continental Divide Trail Adopter training and volunteer trail maintenance projects in Grants
- Ensure that promotion and branding carry over into the built environment through
- design and programming. Work into policy documents, e.g., design guidelines

APPENDIX A: ADDITIONAL ACTIONS A-1

sources/GRINHERE. Garmin, Intermap, increment P Corp., CEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN Kadaster NL. Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community 00 60 60 23 81 47 25 82 19 99 65.80 89,52 21 25 6 23 55 8 9 10 67 62. (c Q

ldentified Resource Map

Anna Larson, at the Cibola County, is in the process of building an ArcGIS Hub website to provide information on the Outdoor recreation opportunities of Cibola County



Partner or Organization
 Grants, NM

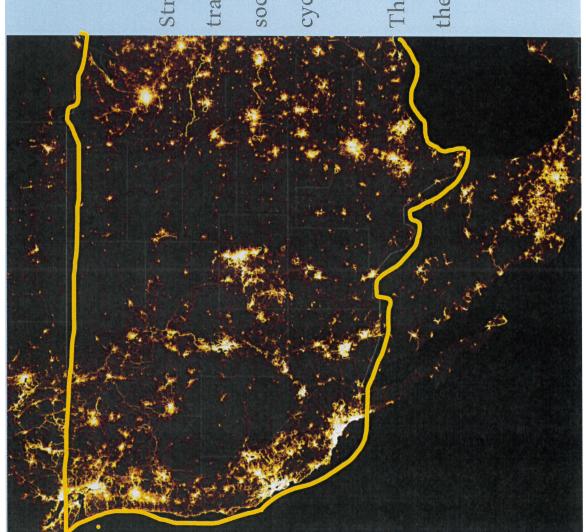
Opportunity or Big Idea

Community Asset

Needs Fixing or Attention
 Outdoor Recreation Asset

Arceis

- What is ArcGIS?
- ArcGIS is geospatial software to view, edit, manage and analyze geographic
- Their motto is "Science of Where". As such, the focus for
- ArcGIS is on location intelligence and analytics.



STRAWA

Global Heatmap

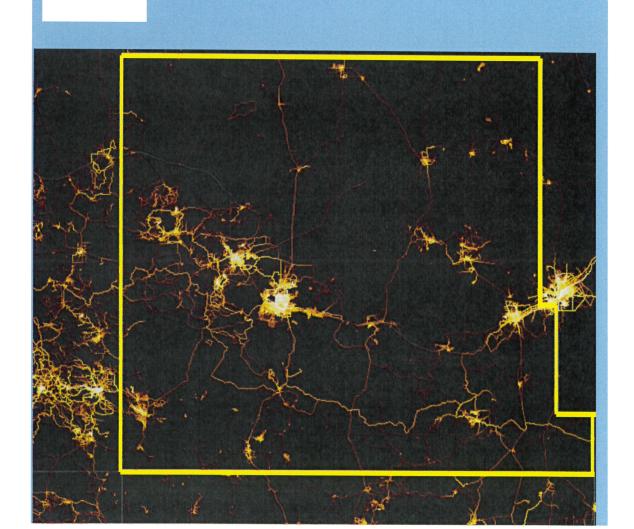
Strava is an American internet service for tracking physical exercise which incorporates social network features. It is mostly used for cycling and running using GPS data

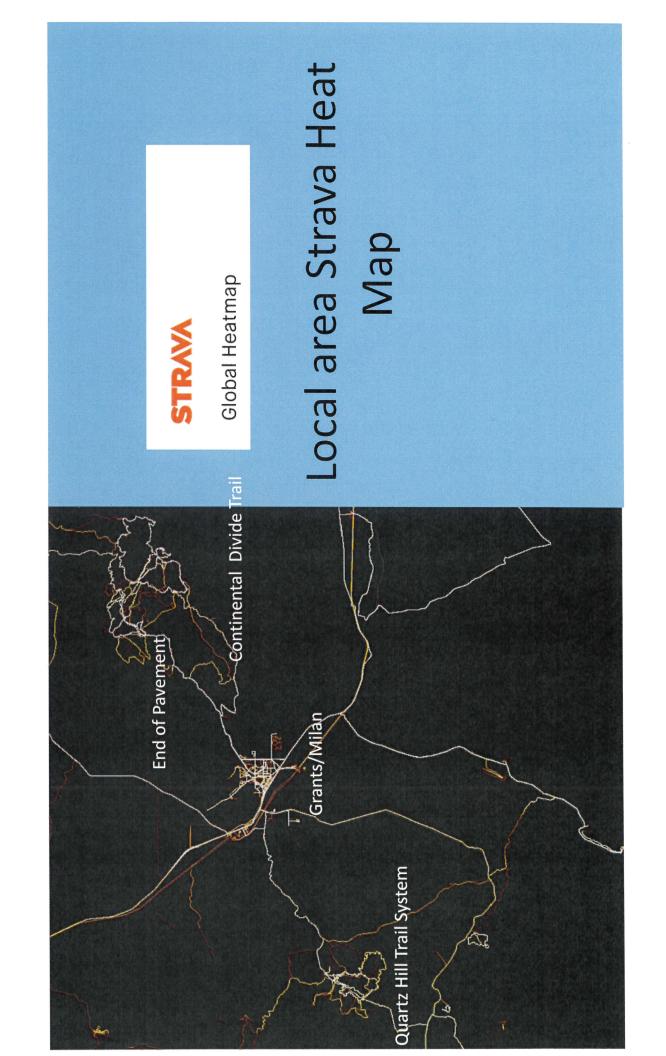
The lighter the color the more intense the use in the area.

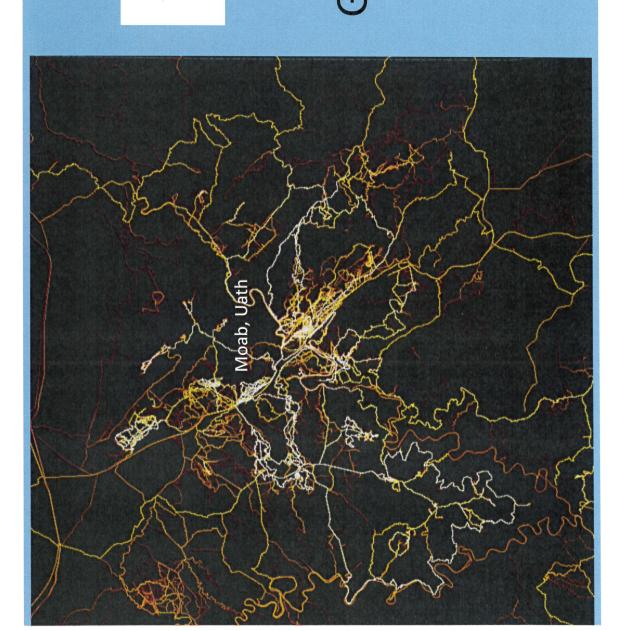
STDAW

Global Heatmap

New Mexico Overview







STRAW

Global Heatmap

Moab, Utah Goal to is to increase heat in our downtown





Megan Lawson, Ph.D.

Megan leads Headwaters Economics' residevelopment, and demographics. She had quantitative economist analyzing policies governments, and nonprofit organization



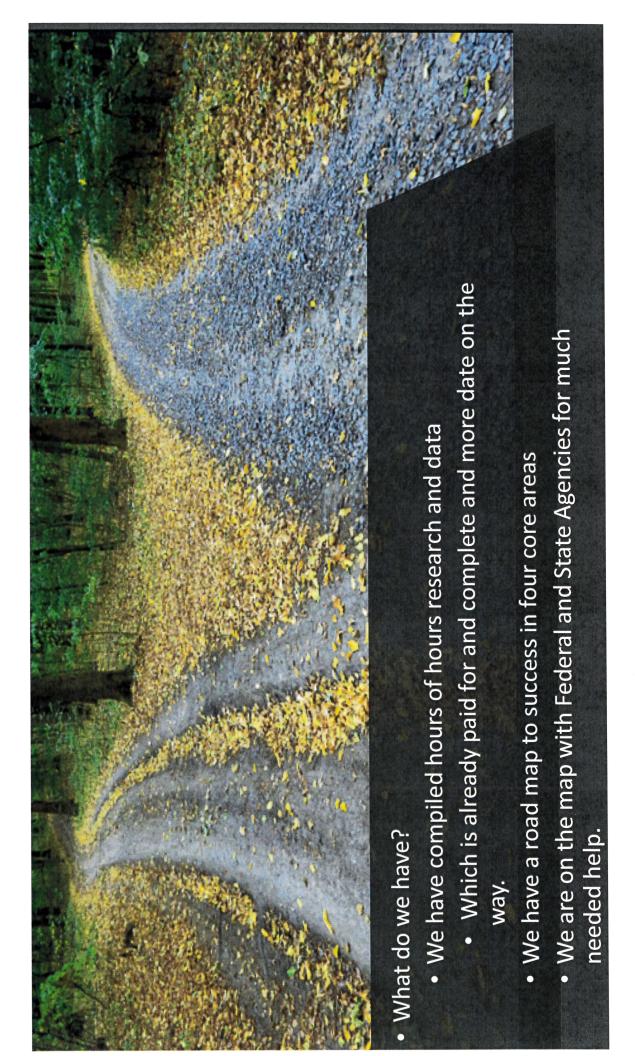
https://headwaterseconomics.org/economic-development/

Economic Development - Headwaters Economics

GRT Montana Hawdii Vermont Vermont Vermont Wooming Maine Maine Maine Alaska Haska Maine Indiana Missouri Tennessee Okkahoma Markona Mirhinan Mew Mexico Eland Alabama Mirhinan Mew Mexico Illinais Kansas Wasshindton North Carolina North Carolina North Carolina North Carolina North Carolina North Carolina Marviand District of Columbia

Recreation Dollars Percentage based on

	Outdoor Recreation State by State	on State by State		
STATE	RANKING	% OF GDP	JOBS	DOLLARS
NΝ	27	1.9	20k	1.08
AZ	23	2	95k	4.45B
00	11	2.5	120k	5.67B
XT	34	1.8	300k	14.19B
おうなないないのでは、				



What we need from you:

- 1. Support
- 2. Resource to fill the blanks:

Spend time to review and fill in current roles

See what needs to be on ICIP, Planning Docs and

such.

3. Rebuild a Fire!

We need help!

Cibola Trail Alliance

www.cibolatrails.org/lobo-canyon-trails

Labors Writers, Editors, Numbers people, GIS All Talent is Needed.







9c.

FY21 Audit Close Out

Jaramillo Accounting Group (J.A.G.)

No Backup Documentation At This Time



10a. Public Hearing Ordinance 2022-002

County Maintained Road Ordinance



Cibola County Maintained Road Ordinance 2022-002

Adopted

SECTION I: GENERAL PROVISIONS

- 1.1 Purpose. The purpose of this Ordinance, hereinafter referred to as the Road Policy Ordinance, is to establish policies and procedures for the orderly and consistent management and administration of the Cibola County Maintained Road Network and to provide the Cibola County Board of Commissioners a uniform process and system to ensure that fair and equitable treatment is exercised to provide County Maintained Road services. The overall purpose of this document is to establish standards for design and construction of safe and durable roads for the benefit of all citizens of the County within the limitations of funding, manpower, and equipment available to the County. The Commission strives to maintain County Maintained Roads to the best of its ability, given its limited resources. Cibola County is responsible for maintaining approximately 300 miles of County Maintained Roads, with very limited resources. Considering the number of miles and limited resources, the Commission must prioritize its road network for maintenance.
- **1.2 Applicability.** This Ordinance applies to all County Maintained Roads located within the unincorporated areas of Cibola County, New Mexico. This Ordinance also applies to the platting, design, and maintenance of any road within a proposed subdivision, in conjunction with the requirements of the New Mexico Subdivision Act, NMSA 1978, Sections 47-6-1, et seq. (as amended), and the Cibola County Subdivision Ordinance (as amended). Although there are many roads owned by the County, the County is only required to maintain those roads it accepts for maintenance. See, McGarry v. Scott, 2003-NMSC-016, (2003).

SECTION II: ROUTINE ADMINISTRATION OF THE ROAD NETWORK

2.1 Report and Resolution Presentation. On an annual basis, the Superintendent of the RoadDepartment shall present a report to the Board of County Commissioners in a publicly held Commission meeting for its consideration and approval which certifies to the Secretary of the New Mexico Department of Transportation the total mileage, names, route, and location of public roads maintained by Cibola County, pursuant to NMS 1978, Section 67-3-28.3 (1988). As part of the presentation, the Road Department Superintendent will report to the Commissioners the total miles of County-maintained roads in the network, any additions and/or deletions and estimated maintenance cost of the network.

Also on an annual basis, the Road Department Superintendent shall present a resolution to the Board of County Commissioners for its consideration and approval which authorizes the submission of an application to the New Mexico Department of Transportation for assistance from the Local Government Road Fund to perform necessary repair of and construction of roads in Cibola County, authorizing the expenditure of matching funds for categories of the Local Government Road Fund (i.e., CAP, CO-OP, and School Bus Routes) and recommend projects on which the funds may be used. The roads approved by this resolution shall be the official road maintenance list of the County and are the "Cibola County Maintained Roads."

- **2.2 Cibola County Maintained Road Map.** Each year a new updated map will be prepared and submitted for approval to the Cibola County Commission.
- **2.3 Declaration of Cibola County Maintained Roads.** All roads which have been established as Cibola County Maintained Roads pursuant to the laws of New Mexico by the following, and with acceptance by the Board of County Commissioners:
 - **A.** Petition and declaration by Cibola County Commissioners as recorded in minutes of such proceedings.

- **B.** Dedication to use and benefit of the public by filed plat if approved and adopted by the County Commission.
- C. Deeded to Cibola County from the landowner by Warranty Deed, QuitClaim Deed, or other legal deed.
- **D.** Easement.
- **E.** Prescriptive right.
- **F.** Implied dedication.
- **G.** Donation by owner.
- **H.** Purchased by Cibola County. Power of eminent domain.
- I. Other legal acquisition by Cibola County.
- **2.3.1** In certain instances, roads within existing County subdivisions have been declared and dedicated to the use and benefit of the public but have not been accepted for County maintenance. Nothing in this policy shall change or alter the status of those roads that currently exist but are not maintained by Cibola County.
- **2.3.2** All roads, described above, are eligible to be Cibola County Maintained Roads.
- **2.2.3** All roads approved by the Road Maintenance Resolution and designated on the official Cibola County Maintained Road Map (as updated) ARE HEREBY DECLARED to be Cibola County Maintained Roads and are subject to this Ordinance.

SECTION III: DEFINITIONS

Alley

A minor right-of-way to provide supplementary access to the rear or side of lots or tracts but not for primary access to lots or tracts or off-road parking facilities.

Cul-de-sac

A local road with an outlet at one end and a turn-around at the other.

Driveway

Access to private property not open to the public.

Easement

A grant by property owner (grantor), to a certain person or persons, the general public, a corporation, or a specific utility or all utilities (grantees), of the right to use land for a specific purpose, such as access or utility extensions.

Easement by Prescription

A method of obtaining legal easement by use. The easement is created by an adverse use of land that is open or notorious, and continued without effective interruption for the prescriptive period of ten years. For a public easement by prescription the usage must be made by the general public or county for the prescriptive time.

Note: some roads, utility easements, and trails are utilized by the public and maintained by utility companies and even maintained by the County Road Department without legal documentation. Historically, documentation of earlier agreements has been lost and/or failure to properly document original agreements has occurred. Any subdivider who owns properties so involved in a subdivision, and/or contiguous to those involved in the subdivision, will be asked to legally document such easements as a part of their act of subdividing.

Eminent Domain

Eminent The method that a government entity can use to condemn and purchase

property for public right-of-way or easements for trails, roads, ditches, utilities, or other purposes. This procedure has provisions for compensating the owner after consideration of appraised value and for the impact on the value

of the property.

Frontage Road A local road parallel and adjacent to another road with limited access

points, normally a highway or a freeway.

Half road

A public right-of-way which is half the required width.

Local road

A road which is parallel to or branching from a collector or arterial road to provide access to abutting properties and protection from through traffic.

Private road

A road which is privately owned, is not open to the public, is limited to specific

persons, and is not maintained by the County.

Public road

A local, arterial, or collector road that is owned outright by a government entity or by legal easement, including a prescriptive easement or easement by prescription, and open to the public and may or may not be maintained by

the County based on use, need and funds available.

Public right-of-way

The total area of land deeded, reserved by plat, dedicated or otherwise provided for a highway, road, alley, and other public access to lots, or easements to the Federal Government, State of New Mexico, or its political

subdivisions, for use by the public.

Rectilinear street pattern

A development grid laid out with unbroken street patterns in straight lines irrespective of topography representing minimal government expenditure and maximum potential for land speculation.

Road

An open way for vehicular traffic, whether designated as a street, highway, thoroughfare, parkway, throughway, avenue, boulevard, land, place, or otherwise designated, a public way dedicated, reserved by plat or otherwise provided which affords the principal means of access to abutting property units.

Trail

An easement to cross property for recreational purposes or to reach

recreational sites.

Variance

Subdivider's request to be excused from specific requirements in the

subdivision regulations.

Waiver of Protest Agreement An agreement passing with the property to future owners which obligates them to pay the costs of any requirement involved in a requested and approved variance, if the County, for any reason, at any time in the future,

requires said requirements to be constructed.

Table A

a. Private Road	b. Private Easement	c. Maintenance
Privately owned by individual	Only for authorized persons	Can be left un-maintained; can
or group.	and use only as specified in	be maintained by owner; or
	easement, i.e.; road only or	can be maintained by owner
	utility and road, or one utility	and/or users. County
	only.	maintenance PROHIBITED.

- a. Owner pays taxes on the land under the easement.
- b. Owner can grant others compatible usage for same or different purpose.
- c. Entitled persons can sell or assign to public or other individuals unless prohibited when granted.

a. Private Road	b. Public Easement	c. Maintenance
Privately owned by individual	Public use only for specified	Can be left un-maintained; can
or group.	purpose(s).	be maintained by grantor
		and/or users. County
		maintenance PROHIBITED.

- a. Owner pays taxes on the land under the easement.
- b. County can use easement, sell easement, assign it to others, to individuals, abandon it, or return it to grantor unless otherwise specified when granted.
- c. When given by an individual to the public or the County, it has to be accepted by the Board of County Commissioners to be binding.

a. County Road	b. Public Road	c. Maintenance
Owned by the County; received by deed, dedicated on subdivision plat or obtained by prescription or implied dedication.	For vehicle, flood control ditches, and utilities for public service.	Can be left un-maintained; can be maintained by grantor and/or users; or maintained by County if funds are available and Board of County Commissioners authorize maintenance.

- a. County owns the land and no taxes are collected.
- b. It is formally accepted by County when subdivision is approved, or a legal document is accepted.
- c. County can allow public use, maintain, and develop it, sell it, assign it to individuals, to groups, abandon it, return it to grantor, or give it to contiguous landowners, unless otherwise specified.

SECTION IV: MAINTENANCE AND TREATMENT OF ROADS

4.1 General Provisions. Since there are limited funds available for road work each fiscal year, the County must carefully review the requirements and costs of manpower, equipment, and materials for road work currently being performed and the contractual or legal obligations requiring road work during the upcoming fiscal year before workable and practical decisions can be made in

regard to additional requests for road work.

- 4.2 County Maintained Road. A County Maintained Road is a road that has been accepted for County maintenance. County ownership does not require maintenance unless it is placed on the maintenance list. Each County Maintained Road is or will be assigned a number and/or a name. Maintenance on County Maintained Roads mayinclude routine maintenance, as defined below, pavement, asphalt, chip seal, grading, shredding, dust control, replacement of base coarse, installation and repair of drainage structures, snow removal, pothole repair, signage, resurfacing, weed control, mowing, and such other maintenance as may from time to time be determined. Routine maintenance typically consists of blading as well as repairing potholes, patches, improvements, repair and maintenance of existing cattle guards and culverts as further detailed herein.
- **4.3 Classification.** For internal scheduling purposes only, the County Road Department may classify County Maintained Roads according to their road surface,i.e., dirt, caliche, chip-seal, pavement, asphalt.
- **4.4 Mowing or Weed Control.** The County may use herbicides and mowing as part of its weed management program. The use of herbicides and mowing on County Maintained Road rights-of-way will be at the discretion of the Cibola County Road Department Superintendent.
- **4.5 Culverts**. Culverts will be installed in such a manner as to align with the historic or established drainage. However, this does not imply that Cibola County is responsible to maintain the drainage channel beyond the limits of the right-of-way easement. Only in the event it is determined that such maintenance of the drainage channel would directly benefit the County and the County has received permission and indemnification from the property owners would the County consider performing work.
- **4.6 Traffic Signs/Pavement Striping.** The placement of all traffic signs and pavement striping will be performed in compliance with the Manual on Uniform Traffic Control Devices (MUTCD). Materials shall be in accordance with requirements of Manual on Uniform Traffic Control Devices (MUTCD). Speed limits will be established based on State laws.

4.6.1 Road Sign Inspection process

- a. When working or traveling on Cibola County roads, road department staff are expected to monitor Cibola County Road and signage conditions and immediately report any hazard or defect to the Road Superintendent's office.
- b. Sheriff Deputies routinely travel on Cibola County roads and are expected to monitor Cibola County road and signage conditions and immediately report any hazard or defect to the Road Superintendent's office.
- c. All other County employees traveling Cibola County Roads in the course of their job are expected to monitor road and signage conditions and immediately report any hazard or defect to the Road Superintendent's office.
- d. Citizen Complaint Reports: Periodically citizens report hazardous road or signage conditions on Cibola County Roads. Employees receiving a complaint are expected to immediately forward the complaint to the Road Superintendent's office.

4.6.2 Mitigation efforts

All reports of unsafe road or signage conditions on Cibola County Roads will be immediately reviewed by the Road Superintendent for a determination as to the seriousness of the hazard and need for immediate mitigation. Road hazards and regulatory and warning signage issues should be

addressed as soon as reasonably practicable.

4.6.3 Documentation

Hazards identified either through the inspection process or by citizen complaint will be documented on a log in the Road Superintendent's office

- a. The log will indicate the reporting person's name, date and time of report, hazard description, hazard location, date mitigation completed, and corrective action taken.
- b. The log will be maintained by the Road Superintendent for a minimum of 4 years.
- **4.7 Road Name Signs**. The placement of road name signs will be in accordance with Manual on Uniform Traffic Control Devices (MUTCD). Placement of a road name sign is completed for E-911 purposes and does not indicate County Maintained Road status. Road naming and signage procedures are outlined in the Cibola County Rural Addressing Ordinance.
- **4.8 Obstructions and Injuries to Road.** Under NMSA 67-7-1 through 67-7-2, no person may in any manner obstruct or damage any County Maintained Road. Specifically, New Mexico law prohibits any person from placing on any County Maintained Road a gate, fence, stone, timber, trees, or any other obstruction. Additionally, New Mexico law prohibits any person from damaging any County Maintained Road, including any culverts, cattle guards, signs, signposts, or bridges.

Any building, structure, vehicle, tree, plant, or anything else that is situated, placed, left, installed, or otherwise located within a Cibola County Maintained Road easement can be removed, at any time, without notice, by the Cibola County Road Department. Cibola County shall not be required to reimburse any owner, property owner, resident, or anyone else for damages, costs, or expenses, or be liable in any other way, for the County's actions in removing any structure or item that is placed, left, constructed or is otherwise in Cibola County Maintained RoadEasement.

- **4.9 Snow Removal.** As with road maintenance, the County's ability to remove snow from County Maintained Roads is limited by available resources. The County has limited graders, plows, and cindering trucks. As a result, it is necessary to prioritize snow removal. Snow removal shall proceed in the following order, unless emergency situations dictate otherwise:
 - a. Those County Maintained Roads, which are essential for emergency services, shall be the first priority for snow removal.
 - b. School Bus Routes. New Mexico law, at NMSA 1978, Section 22-16-10 (1975), authorizes the County to remove snow on any school route. School Bus Routes shall be the second priority for snow removal.
 - c. Thereafter, as time and equipment permits, the Road Department shall remove snow from non-essential County Maintained Roads in the order of priority established for routine maintenance. Specifically, after roads for essential emergency services and school routes are cleared, the Road Department shall begin clearing quarterly maintained roads.
- **4.10 Treatment of School Bus Routes.** School bus routes that are on private roads will not be maintained by the county. However, as noted above, the County is authorized by New Mexico law to remove snow from any school bus route, including private roads.

4.11 Establishing Speed Limits.

a) The speed limit on all County Maintained Roads shall be 35 mph, unless otherwise posted.

- b) Speed limits on roads in Cibola County may be changed, modified, or altered pursuant to statutory provisions set forth in NMSA 1978, Section 66-7-303 (2016). The procedure for changing or altering a speed limit on a County Maintained Road shall be as follows:
 - i) If the Cibola County Board of County Commissioners determines that the speed limit on any specific road, or portion of a road is greater or less than is reasonable or safe under the conditions existing at that time, it will request an engineering survey and traffic investigation on the same. Said engineering survey and traffic investigation shall be on a form approved by the Secretary of the New Mexico Department of Transportation.
 - ii) The Cibola County Board of County Commissioners shall submit its request for change in speed limit, together with the engineering survey and traffic investigation, to the New Mexico Department of Transportation.
 - iii) If the Commission, after the engineering survey and traffic investigation is completed decides to change or alter the speed limit, the alteration of the speed limit, as approved by the New Mexico Department of Transportation shall be effective when appropriate signs that conform to the specifications adopted bythe New Mexico Department of Transportation, giving notice thereof, are erected along that particular part of said CountyMaintained Road(s).
- c) No speed limit in Cibola County, on any road, shall be declared to be greater than 75 miles per hour.
- d) Changes of speed limits in construction zones shall be authorized pursuant to NMSA Sections Section 66-7-303 and 66-7-304.
- **4.12 Temporary Road Closures.** Any road closure of five days or less for an emergency or temporary basis may be approved by the Road Superintendent. All road closures for more than five days in length must be approved by the Board of County Commissioners. The Cibola County Road Department shall use best efforts to maintain ingress and egress on all County Maintained Roads, during temporary road closures.

4.13 Treatment of Private Roads.

a. Absent a declared emergency, the County shall not maintain any private road. The County shall not remove snow from a private road unless the private roadis a school bus route as set out above.

4.14 Request for Assistance to State for Inadequate Road Equipment.

In the event the County has inadequate equipment and machinery to grade and maintain County Maintained Roads, as set forth, the Commission may request that the State Transportation Commission furnish available equipment and machinery inthe vicinity, along with the operators and personnel required to perform such work. Pursuant to NMSA 1978, Section 67-4-4 (2003), in such a case, consideration from the County to the State Transportation Commission would be limited to "the actual costof the fuel, oil and wages of such operators and personnel involved in the work performed."

4.15 SPEED HUMP POLICY

4.15.1 PURPOSE.

Reducing excessive speeds on residential streets is an important objective in ensuring the safety of pedestrians, cyclists, animals, and vehicles in neighborhoods, and in creating calmer and more livable environment. Methods for discouraging speeding include enforcement, education, and engineering efforts. While police enforcement remains the most effective

means of dealing with speeding, limited resources prevent officers from covering the entire problem locations at all times. In response to this concern, the county has developed this policy which addresses engineering efforts, specifically the use of speed humps, as a "traffic calming" technique for retrofit use in existing neighborhoods. Many drivers ignore statutory and posted speed limits and, if the design of the road will allow them to do so, will drive at speeds exceeding those which suit the conditions prevailing in residential areas. Various physical devices have been developed to discourage this behavior; one of these devices is the speed hump.

4.15.2. DEFINITION.

For the purpose of this resolution, the following definition shall apply unless the context clearly indicates or requires a different meaning.

A. SPEED HUMPS.

- 1. SPEED HUMPS are generally 3-inch high, flat topped or cylindrical raised sections of pavement, typically 12 to 22 feet in length in the direction of travel. The ends of a SPEED HUMP are tapered to be flush with the street at the curb and gutter to allow water to drain. SPEED HUMPS are spaced roughly 250 to 750 feet apart, and have been proven to work by creating a vertical displacement of the vehicles traversing them. It should be noted that SPEED HUMPS are not the typical speed "bump" frequently seen in parking lots.
- 2. Installation of SPEED HUMPS must strictly adhere to approved designs. Typical flat-top profile SPEEDS HUMP. FLAT-TOP SPEED HUMPS have been used successfully to diminish speeds on roads with high volumes. WATT'S PROFILE SPEED HUMPS are generally limited for use on roadways with volumes no greater than 3,000 vehicles per day (vpd). In addition, advance warning signs must always be used conjunction with SPEED HUMPS.

4.15.3 ENGINEERING CRITERIA.

A. Alternative traffic management strategies should always be pursued before the decision made to install speed humps. These strategies include:

- 1. Reviewing, establishing, and/or revising and enforcing general laws and ordinances pertaining to speed limits and other traffic control management items.
- 2. Educating residents and neighborhood groups so they can better understand causes of traffic problems, potential solutions to these problems, and the advantages and disadvantages of implementing different solutions. Installing specific regulatory, warning, and guide message signs or other traffic control devices.
- **B.** Speed humps are an effective and appropriate device for safely reducing vehicle speeds on certain types of streets when all of these other speed control alternatives have been investigated and determined to be ineffective. In order for speed hump installations to be effective, they should be located selectively in accordance with defined transportation engineering criteria. Proper installation will also minimize driver frustrations and encourage safe driving practices.
- **C.** If a location fails to meet any of the following criteria, the placement of speed humps should not be recommended.

4.15.4 Operation criteria.

- 1. The functional classification of the roadway is a local or major local street.
- 2. Average weekly daily traffic (AWDT) volumes on the roadway segment are less than 3,000 vpd.
- 3. The posted speed limit of the roadway segment is 30 miles per hour (m.p.h.) or less.
- 4. The 85th percentile speed measured on the roadway segment exceeds the posted speed limit by 10 m.p.h. or more. This criterion may be waived from dead-end streets.
- 5. The roadway segment is fronted by primarily (more than 50%) residential land uses.

4.15.5 Geometric Criteria.

- 1. The roadway has a vertical grade of 8% or less.
- 2. The roadway segment is paved.
- 3. The roadway segment has only 1 moving lane of traffic in each direction
- 4. The section length is greater than or equal to 2 blocks or 1200 feet.
- 5. The width of the street is greater than 18 feet.

4.15.6 General conditions.

The following general conditions should also be considered when locating speed humps:

- 1. Motorists should have adequate sight distance to react to speed humps.
- 2. Speed humps should not be placed over manholes, gate valves, utility vault accesses or other similar features.
- 3. If a drainage inlet is near where a speed hump would be placed according to the general spacing criteria, an attempt should be made to locate the hump just downstream of the inlet.
- 4. Speed humps should be placed to take advantage of existing street lighting.
- 5. Speed humps should not be placed in front of driveways.
- 6. Speed humps should be placed at property lines, if possible, rather than directly in front of a residence.
- 7. Speed humps are placed perpendicular to the direction of travel.
- 8. Speed humps should not be placed within an intersection.
- 9. Speed humps should not be placed within a horizontal curve.
- 10. When curbs are not present, alternate means should be provided to discourage motorists from driving around the speed hump.
- 11. Speed humps should follow the corresponding roadway cross-slope.

4.15.7 Neighborhood support.

1. (a) Property owners on the roadway segment must be in concurrence with the placement of the speed hump(s) and will be allowed 1 vote of record. Concurrence will be indicated by the signing of a petition to the county designee. The formula for calculating the percentage required for petition acceptance is:

Percent of Lot Owners Supporting the Placement of Speed Humps in the Petition Area = 75-(.25 (Percent Absentee Lot Owners in Petition Area)).

- (b) The petition will clearly state that those signing the petition would accept all warning signs and restricted parking associated with the placement of the speed hump(s).
- 2. Prior notification and written comments must also be obtained from local fire, rescue, and police departments, as well as from transit providers and the transportation provider for the local public schools.

4.15.8 Prioritization; implementation.

- 1. The county will prioritize pending projects on a fiscal year basis by assigning points to each project. Projects will be scheduled for detailed design and implementation based on their point scores and the capital improvement funds available for the fiscal year. Points will be assigned as follows:
 - (a) Speed. Two points will be assigned for every 1 m.p.h. that the 85th percentile speed is above the speed limit for the roadway.
 - (b) Pedestrian activity and facilities. Ten points will be assigned if the street has no sidewalks; 5 points will be assigned if the street has sidewalks on only 1 side or has discontinuous sidewalks. In addition, 10 points will be assigned for each pedestrian generator along the roadway section, for instance, a school playground, or park, and 5 points will be assigned if the street is designated as an on-road bike path.
 - c) Street width. Five points will be assigned if the combination of street width and parking characteristic results in areas of single land, alternating flow.
- The street yielding the highest numerical point score will be considered to have the highest priority. The street with the earliest application date will have the highest priority among streets with the same point score.
- 3. When a budgeted amount for speed humps has been approved, the county will, starting at the top of the ranking list and proceeding in descending order, determine which installations will be funded from the budgeted amount. Representatives of the applicants for all approved speed hump installations will be notified of which requests have been funded for the upcoming fiscal year.
- 4. As funding allows, preference shall be given to those roads qualifying for speed humps for which other improvements are already planned to be constructed.

4.15.9 Exceptions.

On roadways which are classified as collectors, an exception may be granted to allow for speed humps if the traffic volume on the roadway is less than 3,000 vpd. The procedure for installation shall remain the same as outlined in this policy. Each case will be reviewed individually, and a determination will be made based on consideration of adjacent land uses, function in the transportation system, and safety. In all cases, should speed humps be installed, the speed humps will be removed when the roadway volume exceeds 3,000 vpd.

4.15.10 SPEED HUMP REQUEST AND INSTALLATION PROCEDURE.

- A. The initial request for the installation of speed humps must originate from an owner of property on the candidate street. A request in writing from the owner or his or her representative must be forwarded to the county.
- B. A preliminary determination of eligibility based on available traffic data will be made in a timely manner. Eligibility will be determined using the preliminary evaluation form shown promulgated by the Department.
 - 1. If the roadway segment is determined not be eligible, the applicant(s) will be notified in writing, with the reason(s) for rejection being given.
 - 2. If the street is determined to be eligible for consideration, a meeting will be arranged between the applicant(s) and county staff to define the petition area and the

approximate speed hump location range. The applicant(s) will then be instructed to submit a petition with signatures of 75% of the property owners in the petition area indicating support the installation of speed humps as provided in the speed hump policy. (Only 1 signature per parcel of property will be accepted). Only petition forms supplied by the county or exact duplicates may be used for this purpose. (Exhibit A)

- C. After verification of the petitions, the county will conduct the necessary transportation engineering studies and solicit comments and recommendations from other agencies. A determination of the street's eligibility for speed hump installation will then be made in a timely manner, based on all of the criteria of the speed hump policy as shown in the detailed engineering evaluation form.
- D. The county will annually prioritize pending projects on a fiscal year basis by assigning points to each project. Projects will be scheduled for detailed design and implementation based on their point scores and the capital improvements funds available for the fiscal year.
 - 1. The street yielding the highest numerical point score will be considered to have the highest priority. The street with the earliest application date will have the highest priority among streets with the same point score.
 - 2. When a budgeted amount for speed humps has been approved, the county will, starting at the top of the ranking list and proceeding in descending order, determine which installations will be funded from the budgeted amount. Representatives of the applicants for all approved speed hump installations will be notified of which requests have been funded for the upcoming fiscal year.
- E. The process for speed hump removal or alteration by residents is the same as the process for installation.
- F. The county reserves the right to install, remove, or alter any speed hump for the health, welfare, and safety of the public.
- G. Speed humps recommended as part of a system level analysis to address traffic flow and control for a particular area of the county will not be subject to the provisions of this policy

SECTION V: AGREEMENT REQUIRED FOR EXCHANGE OF BENEFITSFOR ROAD WORK

- **5.1 County Work on Privately Owned Property.** The County shall not perform work or perform any services on privately owned roads or property.
- **Transfer of Title.** The private party agrees to transfer title to all improvements installed on the County Maintained Road or property, such as material, cattle guards, culverts or other items, to Cibola County after said items and property have been installed and accepted by the Cibola County Road Superintendent.
- 5.3 Mowing of grass in right of way, pushing snow, and trash and debris clean-up. This is not included as "work on County Roads by private parties". The policies listed in this ordinance are meant to keep destructive acts from happening on County Maintained Roads. This is not meant to deter the general public from good faith efforts to clear County Maintained Roads of weeds, snow or trash and debris.

SECTION VI: ROAD MAINTENANCE / ACCEPTANCE / SCHEDULING

SECTION VII: PROCEDURE ACCEPTING A COUNTY ROAD

7.1 General Provision A road may be accepted or vacated from County Maintenance only by the following procedure:

Minimum required standards for acceptance:

- A. The road must have existed for at least five (5) years and documentation of that fact must be provided by petitioners
- B. The road must serve a minimum of four (4) households
- C. Petitioners shall provide reasonable documentation, or other proof that a reasonable, good faith effort has been made to develop and improve the road to meet minimum County Road Improvement standards.
- D. No road will be considered for county maintenance unless the right-of-way is dedicated to the county. If maintenance is being requested on a road, which is not dedicated, the initial step in acquiring periodic maintenance shall be the dedication of the right-of-way to the county. The point of contact to coordinate the dedication maintenance request is the Cibola County Roads Department, 700 Roosevelt Ave Suite 50, Grants, NM 87020, phone 505-285-2570. Information will be provided on procedures and requirements that must be followed in the dedication process.

7.2 Application for County Acceptance:

- A. Upon the receipt of an approved petition (Exhibit B) from all the resident(s) and owner(s) of an existing private road for acceptance by the county, the Road Superintendent shall determine if the road meets the minimum standards for county roads together with the needs, if applicable, of necessary construction to bring the road up to standards with particular attention to the soil content. The Road Superintendent shall provide a cost estimate to bring the road up to county specifications.
- B. Roads that are not within the boundaries of an approved subdivision must have right-of-way transferred to the county through a warranty deed, or other type of document acceptable to the County Attorney. In addition, the county will require proof of clear title, and may require title insurance to be provided and paid for at the expense of the person(s) dedicating the right-of-way or road to the county. Person(s) dedicating right-of-way must pay for and furnish a legal survey and plat of proposed dedication prepared by a registered land surveyor, meeting minimum standards for land surveying in New Mexico.
- C. The Superintendent, the Community Development Director, and the Rural Addresser shall review the proposed road and provide a written analysis of the impact of the road on adjoining county roads together with related concerns of the departments. Such report shall reflect approval of affected utility easement holders. The Emergency Manager shall review the proposed road for safety concerns involving ingress and egress and other related concerns in a written analysis. The Superintendent shall not submit the petition for dedication until all county departments have submitted reports, including the Superintendent's report, with all agency comment. The Superintendent shall provide to the owner(s) of the road the responses by the county departments to bring the road in compliance with county regulations. Upon substantial completion by the owner(s) of the conditions addressed by the various county departments or if the road meets the specified health, safety and welfare requirements set forth in this section, the Superintendent shall submit the petition and agency comments to the County Manager for presentation to the Board of County

Commissioners (Board).

- D. The Board may, in its discretion in extraordinary circumstances, grant a full or partial waiver in order to accept roads for maintenance that do not otherwise meet the above road standards if the acceptance of the road is essential to the protection of the public health, safety and welfare, with the understanding that county maintenance of accepted roads will be undertaken with available funding and pursuant to priorities for road maintenance county-wide.
- E. Considerations to be used in determining whether a full or partial waiver is granted are:
 - 1. Number of occupied dwellings on the road
 - 2. Whether the road is a collector or local access road;
 - 3. Whether the road is an established school bus route;
 - 4. Whether mail deliveries are made on the road:
 - 5. Accessibility to dwellings of emergency service, medical and fire protection due to inclement weather;
 - 6. The adequacy of driving space and water runoff.

7.3 Maintenance Acceptance

Acceptance of dedication is reserved for the Board who has the option to accept the dedication, to not accept the dedication, or to accept the dedication contingent upon roads being constructed in conformance with county standards and specifications and this chapter.

7.4 Road Exclusions

Roads within subdivisions, which are not dedicated to public use by disclosure on the plat, will not be accepted by the county for maintenance. The responsibility for maintenance of private roads is with the developer, owner, or the purchasers. Temporary, courtesy, or emergency maintenance by the county does not constitute an implied acceptance of maintenance by the county.

SECTION VIII: ABANDONMENT OR VACATION OF A COUNTY ROAD

The Board of County Commissioners may determine that any road or part of road currently designated as a County maintained road may no longer be needed, or the repairs of the same may be burdensome and in excess of the benefits conferred. In this case, the Board of County Commissioners will complete the following procedure.

8.1 Viewing:

At a regular meeting, the Commission shall appoint three members who meet the requirements described in NMSA 1978, Section 67-5-4 and Section VI. 4 of this policy to view such road or part of road. These members will evaluate the road or part of road against the criteria found in Section VI.4, and compile a report setting forth fully their findings.

8.2 Notice of viewing:

Any person with a real property interest in the road or who's property abuts the road will be notified of the evaluation by Certified letter by the Road Review or County Staff.

Board

8.3 Report, Recommendations and Vacation:

The Road Review Board report will be presented to the Board of County Commissioners at its next regular meeting. If the report recommends a discontinuance of such road or part of road, then the Board of Commissioners may order the same vacated or abandoned for maintenance. If a road is

ordered vacated the land will revert to the owners of the servient estate.

8.4 Abandonment for Maintenance Only:

If the road or part of road is ordered vacated for maintenance purposed only, the Road Department shall perform a final set of maintenance activities on the affected road and remove all applicable signage. Public access easements for the road are not vacated by this process and will remain intact. The Board of County Commissioners may, in its sole discretion, vacate a road for maintenance without following the provision of this Ordinance by removing the road or portion of the road from the County's maintained road list by amending the County Maintained Road Resolution. If a road is abandoned for maintenance only the County will retain ownership of the road and may elect to re-commence maintenance per this Ordinance.

SECTION IX. INFRASTRUCTURE PLACEMENT PERMIT REQUIREMENTS

9.1 General Rule.

Private parties or organizations shall not perform any type of construction or other activity such as, but not limited to, utility installation, cattle guard or culvert installation, or constructing a driveway/road intersection without first applying for and securing a Road Infrastructure Placement Permit from the Cibola County Road Department, thereafter, complying fully with all provisions and standards set forth in the Permit.

9.2 Authority.

The Cibola County Road Superintendent has the authority and power necessary to issue road infrastructure permits, in accordance with the provisions of this Ordinance, and with the form Exhibit (X) and incorporated herein by reference. The County Road Superintendent may deny such application if, in the Superintendent's opinion, the application would unduly burden the County's ability to maintain the road in question, or if granting the application would unduly threaten public safety.

9.3 Permit Conditions.

Any and all Applicants for permits under this Replace shall agree to the following conditions:

- 9.3.1 Applicant agrees to repair and replace the road surface disturbed by the project to at least the quality of the surface prior to the project.
- 9.3.2 Applicant agrees to adequately compact and smooth the road surface immediately upon completion of the project.
- 9.3.3 Applicant agrees to conduct the project in a manner so that one (1) lane of throughtraffic is available on the roadway at all times, unless advance special permission is obtained for complete closure.
- 9.3.4 Applicant agrees to adequately mark the project and notify the public using the affected roadway of work in progress.
- 9.3.5 Applicant agrees to bury any cable or other infrastructure a minimum depth of twenty-four inches (24").
- 9.3.6 Applicant agrees to put of barriers and warning devices and to light the work in

progress so as to warn the public using the affected roadway of any danger.

- 9.3.7 Applicant agrees to indemnify and hold harmless the County for any claim or liability of any kind whatsoever, which arises out of the use of this permit.
- 9.3.8 Applicant, and Applicants' heirs and assigns, understand and accept that this permit in no way conveys any property interest to Applicant or Applicant's heirs and assigns, beyond simple permission to use a County Road in the manner specified in this Permit.
- 9.3.9 Applicant, and Applicant's heirs and assigns, understand and accept that this permit does not provide any guarantee or otherwise warrant the condition of the County's title to any particular easement or County Road.
- 9.3.10 The location and/or duration of this permit may not be changed without prior express approval of the County.
- 9.3.11 Applicant, and Applicant's heirs and assigns, understand and accept that the issuance of this permit does not obligate the County in any way with respect to maintenance of the County Road, or maintaining the location of the County Road, or with preserving the Applicant's, or Applicant's heirs and assigns, use of the County Road.
- 9.3.12 Applicant agrees to provide upon request, by the Road Superintendent, any permits required for the project by either the State of New Mexico or the United States.
- 9.3.13 The Applicant must be licensed & bonded and a performance bond in the amount of \$1,500 shall be delivered to the Road Department, by the Applicant, prior to the issuance of a permit by the Road Superintendent. The performance bond shall be kept on file at the Department along with the Applicant's license and insurance documents. In extenuating circumstances where the Applicant is a private party and is not licensed and bonded, the Road Superintendent may authorize the Applicant to provide a refundable cash deposit in lieu of a performance bond. The deposit shall be refunded upon the Road Superintendent's inspection of the project and determination that the road surface has be satisfactorily repaired and replaced.
- 9.3.14 The Applicant understands that Road Superintendent may in his/her discretion require that the Applicant's bond or deposit be increased if the Road Superintendent determines that due to the scope of the project \$1,500.00 would not adequately cover the County's cost to repair and replace the road surface.

9.4 Appeals.

Any party who is or may be adversely affected by a decision of the County Road Superintendent in approving or disapproving a Road Utility Permit shall appeal the Road Superintendent's decision to the County Commission within thirty (30) days of the date of the decision. The County Commission shall hear the appeal and shall render a decision within thirty (30) days of the date the County Commission receives the notice of appeal and shall also make a written record of its proceedings by stating in the record the basis for its decision and shall make available, for a reasonable fee, a transcript of the proceedings as the written record of the basis of the decision.

9.5 Application Fee.

Each application shall be submitted with an application fee of \$75.00, or more, as the County Commission may from time to time determine by resolution.

SECTION X. ENFORCEMENT; PENALTY

- 10.1 The County Road Superintendent, a designated County code enforcement officer, or the County Sheriff may commence criminal prosecution of violations of this Ordinance by issuing a written citation charging the violation or by filing a criminal complaint.
- 10.2 Each criminal violation of this Ordinance shall be punishable by a fine of no more than \$300, and/or imprisonment for no more than 90 days, or both.
- 10.3 The County Manager or his/her designee may pursue in addition to criminal prosecution any lawful civil remedy and penalty in a court of competent jurisdiction. The County Manager or his/her designee may bring suit to collect any sums due and owing and /or to restrain, enjoin, or otherwise prevent the violation of this Replace; or compel compliance, and shall be entitled to reasonable attorney's fees and costs in the suit.
- 10.4 The County Manager or his/her designee is authorized to bring a civil action against person violating this Replace pursuant to the provisions of NMSA 1978 Section 30-8-8 (1963).

SECTION XI. SAVINGS CLAUSE

If any article, section, paragraph, clause, word, or phrase of this Replace is held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Replace.

SECTION XII. REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS

Cibola County Ordinance 82-1 and Cibola County Ordinances and Resolutions relating to or which are in conflict with the above provisions, are hereby repealed, by the adoption of this Ordinance.

PASSED, ORDAINED and ADOPTED by the its regular meeting on the day of	he Board of County Commissioners of the County of Cibola at _ 2022.
THE BOARD C	OF COUNTY COMMISSIONERS:
	Daniel J. Torrez, Chairman
	Martha Garcia, 1 st Vice-Chair
ATTEST:	Christine Lowery, 2 nd Vice-Chair
Michelle E Dominguez, County Clerk	Ralph Lucero, Commissioner
	Robert Windhorst, Commissioner

Exhibit A

Speed Hump Petition to Cibola County Commission

Petition Organizer:	Date:
Address:	Phone #:
Email:	

We, the undersigned, petition Cibola County to INSTALL OR REMOVE (Circle option) a speed hump at:
Road. We understand the following requirements are outlined in the
Cibola County Speed Hump Policy.

- 1. Property owners on the roadway segment must be in concurrence with the placement of the speed hump(s) and will be allowed 1 vote of record. Concurrence will be indicated by the signing of a petition to the county.
- 2. The petition will clearly state that those signing the petition would accept all warning signs and restricted parking associated with the placement of the speed hump(s).
- 3. Prior notification and written comments must also be obtained from local fire, rescue, and police departments, as well as from transit providers and the transportation provider for the local public schools.

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Exhibit B

Petition for County Road Maintenance to Cibola County Commission

Petition Organizer:	Date:	
Address:	Phone #:	
Email:		
We, the undersigned, petition Cibola County to accept for mo	aintenance the following County Road:	
Road. We unders	tand the following requirements are outlined in the	
Cibola County Maintained Road Ordinance.		
 The road has been in existence for at least five (5) years with attached documentation provided. The road serves a minimum of 4 households. Total number of households = Petitioners have made efforts to develop and improve the road to the minimum county road improvement standards as outlined in section 6 of the Cibola County Maintained Road Ordinance with attached documentation provided. All petitioners agree to dedicate the right of way on the above specified road to Cibola County. Title search, title insurance, right of way survey, and draft right of way deeds to be attached to this petition. 		
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10b. Public Hearing Ordinance 2022-003

Restricting Open and Controlled Burns in the Unincorporated Areas of Cibola County



CIBOLA COUNTY ORDINANCE 2022-003 RESTRICTING OPEN AND CONTROLLED BURNS IN THE UNINCORPORATED AREAS OF CIBOLA COUNTY

WHEREAS, the Cibola County Board of Commissioners met upon notice of meeting duly published at the Cibola County Administration Building, 700 East Roosevelt Ave., Suite 50, Grants, NM 87020, on ______, 2022, at 5:00 p.m. as required by law; and,

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 4-37-1 *et seq*. provides that counties may adopt ordinances, not inconsistent with statutory or constitutional limitations placed on counties, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the county and its inhabitants; and,

WHEREAS, the New Mexico State Administrative Code proscribes certain open burning and does not preempt more stringent controls provided by any local law. NMAC 20.2.60.6(A).

WHEREAS, the Board of County Commissioners provide and declare a moratorium on open and controlled burning as detailed herein within the unincorporated area of the County; and,

WHEREAS, during severe or extreme drought, even campfires may ignite devastating wildfires; and,

WHEREAS, the possibility of fire situations will severely tax current local, state and federal resources; and,

WHEREAS, the Board of County Commissioners finds that there exists a danger to the public health, safety, and welfare of Cibola County.

NOW THEREFORE, BE IT ORDAINED AND PROCLAIMED BY THE BOARD OF COUNTY COMMISSIONERS, THAT:

- Section 1. The Board of County Commissioners hereby declares that unrestricted burning represents a significant threat to the peace, safety, health and welfare of Cibola County.
- Section 2. The following types of open burning shall be prohibited unless a permit is obtained from the Cibola County Fire Marshal: Open burning other than campfires ("Campfire" means a fire set for cooking, warming, or ceremonial purposes, which is not more than three feet in diameter by three feet high, and has had the ground five feet from the base of the fire cleared of all combustible material).

There is an EXCEPTION for fires burned for ceremonial purposes on or near Indian Lands.

Section 3. Campfires may be prohibited by Order of the Cibola County Fire Marshal/Emergency Manager.

Section 4. **ENFORCEMENT**

The Sheriff's Department of Cibola County, the Cibola County Fire Marshal's Office, and any other legally qualified law enforcement officer or any of their agents shall have the ability to enforce this Ordinance.

Section 5. **PERMITS**

The Cibola County Fire Marshal may issue burn permits to allow for the setting of fires (any fire that is not a campfire) between the hours of 5:00 am and 10:00 pm. The Fire Marshal may grant or deny permits to burn based on the relative humidity, wind conditions and available county fire-department manpower in the area of the proposed burn. The Fire Marshal may place additional conditions on a burn permit based on the condition of the area to be burned and atmospheric conditions at the proposed burn time. The permit may be revoked at any time by the Fire Marshal if the conditions for a safe burn cease to exist.

Forms and instructions concerning permitting may be obtained from the Fire Marshal, at local fire departments, or on the County's website.

Section 6. **PENALTIES**

Any violation of this Ordinance/Proclamation shall be deemed a misdemeanor and punishable by a fine of not more than three hundred dollars (\$300) and/or up to 90 days in jail.

Section 7. **SEVERABILITY**

If any article, section, subsection, paragraph, sentence, clause, phrase, provision or portion of any article, section, subsection, paragraph, sentence, clause, phrase or provision in this Ordinance is, for any reason, held to be unconstitutional, invalid or void, the remaining portion shall not be affected since it is the express intention of the Cibola County Board of County Commissioners to pass such article, section, subsection, paragraph, sentence, clause, phrase or provision and every part thereof separately and independently from every other part.

Section 8.	REPEALER Cibola County Ordinance 20 this Ordinance.	019-001 is repealed up	on the effective date of
Approved, A	Adopted, and Ordained this	day of	2022.
	BOARD OF COUNT	TY COMMISSIONE	RS
DANIEL TOP	RREZ, CHAIR		
Martha G	ARCIA, 1 ST VICE-CHAIR		
CHRISTINE I	LOWERY, 2 ND VICE-CHAIR		
RALPH LUC	ERO, MEMBER		
ROBERT WI	NDHORST, MEMBER		
ATTEST B	Y:		
MICHELLE I	E. Dominguez, County Clerk		



11a. Resolution 22-29

Acceptance of FY21 Audit Report



CIBOLA COUNTY BOARD OF COUNTY COMMISSIONERS RESOLUTION № 22-31 ACCEPTING THE FY 2020-21 AUDIT REPORT

WHEREAS, the Board of County Commissioners met in a regularly scheduled meeting on Thursday, May 26, 2022, at 5:00 p.m. in the Cibola County Administration Building 700 Roosevelt, Grants, New Mexico 87020; and,

WHEREAS, the County of Cibola is required by statute to contract with an independent auditor to perform the required annual audit for Fiscal Year End 2021. The Cibola County Board of County Commission has directed the accomplishment of the audit be completed; and,

WHEREAS, NMAC 2.2.2.10 (M)(4) provides in pertinent part that "{o}nce the audit report is officially released to the agency by the state auditor (by a release letter) and the required waiting period of five calendar days has passed, unless waived by the agency in writing, the audit report shall be presented by the IPA to a quorum of the governing authority of the agency at a meeting held in accordance with the Open Meetings Act, if applicable;".

NOW THEREFORE, BE IT RESOLVED, that the governing body of Cibola County does hereby accept and approve the completed audit report and findings as indicated within this document.

APPROVED, ADOPTED, AND PASSED on this 26th day May 2022.

Daniel Torrez, Chair		Martha Garcia, 1st Vice-Commissione
Christine Lowery, 2 nd Vice-C	hair	Robert Windhorst, Commissioner
ATTEST:	Ralph L	Jucero, Commissioner
Michelle E. Dominguez Cibola County Clerk		



11b.

Resolution 22-29

NMFA Grant Closeout and Approval



Our Vision

By 2025, we will have a unified, cooperative and effective Cibola County organization that has built solid financial, infrastructural and economic foundations for long-term sustainability.

Our Mission

We ensure wise, accountable and transparent stewardship of public revenues and expenses. We provide leadership and management of high-quality and responsive services to improve quality of life and economic opportunities for the citizens and communities of Cibola County.

	Planning Element Goal		Objectives
	Land Use	Cibola County strives to Promote orderly and efficient use of land within Cibola County to ensure the health, safety and welfare while balancing preservation and growth.	 Preservation of County Land Urban & Semi-Urban Development Focused Development Sustainable Development Intergovernmental Collaboration
Elements -	Housing	Cibola County strives to engage and support sustainable housing development activities that ensure the adequate supply of quality housing options for current and future residents.	 Housing Market Analysis Affordable Housing Housing Stock & Quality Public - Private Partnership Infrastructure Standards & Regulation
Planning Elements	Transportation	Cibola County strives to improve the local transportation network to increase accessibility, safety, reliability, and interconnectivity to support the everyday lives of Cibola residents.	 Agreements & Policy Prioritized Maintenance & Development Regional Connectivity Intergovernmental Collaboration Transportation Alternatives Environmental Protection
	Infrastructure & Service Facilities	Cibola County strives to actively cultivate partnerships that encourage, support, and implement essential community infrastructure to serve county residents and maximize county resources.	 Collaborative Implementation Critical Projects Asset Management Staff Capacity Action Planning State & Federal Funding Programs

Planning Element	Goal	Objectives
Economic Development	Cibola County strives to promote and support the expansion of economic opportunity; to stabilize, expand, and diversify in the County tax base; and to strengthen economic resiliency of County citizens and families.	 LEDA Plan Economic Development Fund Inter-Agency Cooperation Local Priorities Workforce Development Leadership Housing Development Land For Development Energy Development Agriculture Preservation & Dev Micro enterprise Support
Water	Cibola County strives to ensure long-term, sustainable, and quality water supply for the residents, households, economic activities, public services, and environmental sustainability.	 Long-Term Water Supply Conservation & Maintenance Contamination Infrastructure Improvements Continuity of Operations
Hazard Mitigation	Cibola County strives to ensure community-wide preparedness to reduce the loss life, damage to existing community assets, and to effectively mitigate hazards present within the county.	 Hazard Mitigation Plan Active Shooter or Domestic Terrorist Strategies Emphasis on Water & Wildfire Hazards Drainage & Storm water Master Plans Capital Improvements Public Information
Intergovernmental Cooperation	Cibola County strives to develop an organizational culture that drives excellence, positive communication and cooperation both internally and externally, while strengthening the County's outreach and working relationships with municipal, tribal & other agencies & communities.	 Listening Sessions Cibola Planning Office Mutual Support Joint Land Use Planning Strategic Network & Active Partnership Service Improvements Tribal PILT
Fiscal Impact	Cibola County strives to improve the budgeting & financial management system to ensure the County's financial stability, accountability & transparency into the future.	 Investments Buildings & Properties Cost & Revenue Sharing Federal, State, & Local Policy
	Economic Development Water Hazard Mitigation Intergovernmental Cooperation	Economic Development expansion of economic opportunity, to stabilize, expand, and diversify in the County tax base; and to strengthen economic resiliency of County citizens and families. Cibola County strives to ensure long-term, sustainable, and quality water supply for the residents, households, economic activities, public services, and environmental sustainability. Cibola County strives to ensure community-wide preparedness to reduce the loss life, damage to existing community assets, and to effectively mitigate hazards present within the county. Cibola County strives to develop an organizational culture that drives excellence, positive communication and cooperation both internally and externally, while strengthening the County's outreach and working relationships with municipal, tribal & other agencies & communities. Cibola County strives to improve the budgeting & financial management system to ensure the County's financial stability, accountability & transparency into



CIBOLA COUNTY

By 2025, we will have a unified, cooperative and

Mission

We ensure wise, accountable and transparent stewardship of public revenues and expenses. We provide leadership and management of high-quality and responsive services to improve quality of life and economic opportunities for the citizens and communities of Cibola County.

	Strategic Plan 20	Plan 2022-2025	1 -	fective Constant of the second	to public means and expenses. We provide Leading and management of high-quality and responsive set to improve quality of life and economic opportunities the citizens and communities of Cibola County	of public revenues and expenses. We provide Leave and management of high-quality and responsive set to improve quality of life and economic opportunitie the citizens and communities of Cibola County
COUNTY VALUES: • The Public Interest	e Public Interest	• Ethincal Leadership	• High Standards	• A Positive Force	• Civility & Cooperation	• Customer Service
Goals		Desired O	esired Outcomes	Critical Strategies & Catalytic Initiatives	talytic Initiatives	Comp Plan Crosswalk
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Goals	Desired Outcomes	Critical Strategies & Catalytic Initiatives	Comp Plan Crosswalk
S-1: Economy Stimulate new and sustainable economic development and job growth.	Strengthened economic base New business & industry Growth in local job opportunities Increased private and public investment in the community Employed workforce Environmentally sustainable business practices	Cibola Economic Consortium Target Industry Attraction Partnership Countywide Property/Asset Inventory & Map	"Economic Development" Element Catalytic Initiatives align with & enhance the detailed Comp Plan program
5-2: Housing Lead a public-private collaboration to ensure safe, affordable & sustainable housing for multiple constituencies.	 Housing stock meets current and future local demands Housing is safe and aligned with public health & safety standards Affordable housing is available & accessible to all income strata 	Coordinated Housing Development Strategy County Affordable Housing Plan Housing Finance System Reform	*Housing* Element Meeting this Countywide need will require coordinated planning & partnership
5-3: Infrastructure Upgrade and expand the infrastructure serving households, communities, businesses & developments to support economic growth and improve quality of life.	Smart* technology innovations Environmental conservation Rural infrastructure development Clean communities, thoroughfares & public spaces	Infrastructure technology R&D initiative Public information & education initiative Capital Improvement Program & Budget District/Community-centered Rural Investment Strategy Cibola Clean & Beautiful	"Infrastructure & Facilities" Element Comp Plan & ICIP are very detailed. The Strat Plan enhances County strategic focus by lifting out key outcomes & initiatives to prioritize & track.
S-4: County Finance Improve the budgeting & financial management system to ensure the County's financial stability, accountability & transparency into the future.	. Healthy, stable & strategic budget . Increased transparency & accountability . Clean audits	Budget transparency/multi-level management initiative Financial Management System upgrade Investment plan for physical asset stewardship Financial management training for staff & leadership Internal audit system	"Fiscal Impact" Element Strat Plan highlights the outcomes and key strategies needed to ensure fiscal strength going forward.
S-5: Cooperative Leadership Develop an organizational culture that drives excellence, positive communication and cooperation both internally and externally, while strengthening the County's outreach and working relationships with municipal, tribal & other agencies & communities.	Improved trust with community and partner agency personnel Improved external communications and working relationships Improved communication internally among all County leaders and personnel and externally with partner agencies. County carries out and models proactive leadership on issues affecting the County's future Tethic of Excellence" exists among staff and citizens Candidates, officials & staff understand & fulfil requirements & expectations of public service	Functional plan, approach & system for outreach and relationship-building Communication Specialist position County Communication Plan Professional Communications Protocol Professional Communication Program	"Intergovernmental Cooperation" Element This Strategic element includes the 3-fold work of (a) upfitting the "excellence ethic", (b) modeling proactive leadership, and (c) promoting good communication & cooperation within the County organization, with other entities & with communities across the County.
S-6: Staff Development Improve support and development of the County's staff team to ensure human resource needs are met, employee growth opportunities are provided and staff morale is uplified.	Hiring needs are met Staff are retained Improved staff performance and capacity Increased staff morale	High-quality training/staff development program & budget Professional development plans for all staff Updated Compensation Plan Customer Service Program	This Management Element speaks to the County's human resource capacity, underlying all elements of the Plan



NMFA Resolution 22-29

RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF

RESOL	UTION	NO.	

OF THE BOARD OF COUNTY COMMISSIONERS

CIBOLA COUNTY New Mexico

Ne	w Mexico	
MA	Y 26, 2022	
STATE OF NEW MEXICO)	onformity with the law and the rules an istration Building, Commission Characterico, being the meeting place of the Gone hour of 5:00 p.m. Upon roll call,	nd regulations mbers, 700 E overning Body
Present:		
Absent:		
Also Present:		

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

CIBOLA COUNTY New Mexico

RESOLUTION NO. 2022-29

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

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

WHEREAS, the Grantee is a legally and regularly created, established, organized and existing County, in good standing under the general laws of the State of New Mexico; and

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

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

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

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

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

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

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

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

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

- **Section 1.** <u>Definitions</u>. All terms used herein have the same definition as contained in the draft Grant Agreement, dated June 3, 2022.
- **Section 2.** <u>Ratification</u>. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Grantee and officers of the Grantee, directed toward the Project and the execution and delivery of the Grant Agreement, shall be and the same hereby is ratified, approved and confirmed.
- Section 3. <u>Authorization of the Project and the Grant Agreement</u>. The Project and the method of funding the Project through execution and delivery of the Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Grantee and the public it serves.
- Section 4. Findings. The Governing Body on behalf of the Grantee hereby declares that it has considered all relevant information and data and hereby makes the following findings:
- A. The Project is needed for a Comprehensive Economic Development Plan With LEDA to fund an economic development plan that will assist the County in planning activities to aid in economic recovery after the closure of regional employers and economic impacts brought on by the COVID-19 pandemic. The plan will include the following: Comprehensive Economic Development Planning, Update Target Industry Analysis, Update LEDA Ordinances and required documentation, and perform Strategic Planning with County Staff.
- B. The costs of the Project are beyond the local control and resources of the Grantee.

- C. The Project and the execution and delivery of the Grant Agreement pursuant to the Act to provide funds for the financing of the Project are in the interest of the public health, safety and welfare of the public served by the Grantee.
- D. The Grantee will perform (or cause to be performed) the Project with the proceeds of the Planning Grant and will utilize the Project for the purposes set forth in the Grant Agreement.
- E. The Grantee will forfeit the Planning Grant if the Grantee fails to utilize the Grant Amount within one (1) year of the Closing Date.
- F. The Local Match, if any, is legally available to be applied to the Project in the amount of \$0.

Section 5. <u>Grant Agreement—Authorization and Detail.</u>

- A. <u>Authorization</u>. This Resolution has been adopted by the affirmative vote of either a majority of a quorum of the Governing Body or of all members. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Grantee and by the other qualifying entities involved in the Project, if any, and performing the Project, it is hereby declared necessary that the Grantee execute and deliver the Grant Agreement evidencing the Grantee's acceptance of the Grant Amount of \$50,000 and the availability of the Local Match or other funds, if applicable, to be utilized solely for the Project and solely in the manner and according to the restrictions set forth in the Grant Agreement, the execution and delivery of which are hereby authorized. The Grantee shall use the proceeds of the Grant and the Local Match, if applicable, to finance the performance of the Project. The Project will be owned by the Grantee and will be utilized by the Grantee as set forth in the Grant Agreement.
- B. <u>Detail</u>. The Grant Agreement shall be in substantially the form of the Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of Fifty Thousand Dollars (\$50,000).
- Section 6. Approval of Grant Agreement. The form of the Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Grant Agreement with such changes, insertions, and deletions as may be approved by such individual Authorized Officers, and the Clerk is hereby authorized to affix the seal of the Grantee on the Grant Agreement and attest the same. The execution of the Grant Agreement shall be conclusive evidence of such approval.

Section 7. <u>Disposition of Proceeds;</u> Completion of Acquisition of the Project.

A. <u>Grant Account</u>. The Grantee hereby consents to creation of the Grant Account by the NMFA and approves of the deposit of the Grant Amount into the Grant Account. Until the Completion Date, the money in the Grant Account shall be used and paid out solely for

the purpose of the Project in compliance with applicable law and the provisions of the Grant Agreement.

- B. <u>Completion of Acquisition of the Project</u>. The Grantee shall proceed to acquire and complete the Project with all due diligence. Upon the Completion Date, the Grantee shall execute a certificate substantially in the form attached as Exhibit "C" to the Grant Agreement stating that acquisition of and payment for the Project have been completed. As soon as practicable and, in any event, not more than sixty (60) days after the Completion Date, any balance remaining in the Grant Account shall be transferred and returned to the Local Government Planning Grant Fund.
- C. <u>NMFA Not Responsible</u>. The NMFA shall in no manner be responsible for the application or disposal by the Grantee or by the officers of the Grantee of the funds derived from the Grant Agreement or of any other funds held by or made available to the Grantee's in connection with use of the Project.
- Section 8. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Grant Agreement, and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Grant Agreement, including, but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Grant Agreement.
- Section 9. <u>Amendment of Resolution</u>. This Resolution after its adoption may be amended without receipt by the Grantee of any additional consideration, but only with the prior written consent of the NMFA.
- **Section 10.** Resolution Irrepealable. After the Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations of the Grantee under the Grant Agreement shall be fully discharged, as herein provided.
- Section 11. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.
- **Section 12.** Repealer Clause. All bylaws, orders, resolutions, ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.
- **Section 13.** Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Grantee kept for that purpose, authenticated by the signatures of the Chairman

Vice Chair and Clerk of the Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

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

PASSED, APPROVED AND ADOPTED THIS MAY 26, 2022.

CIBOLA COUNTY

	By			
	Chair	or Vice Chair		
ATTEST:			V.	
	•			
Michelle E. Dominguez, Clerk	***************************************			

[Remainder of page intentionally left blank.]

Governing Body Member		then moved adoption
of the foregoing Resolution, duly se	conded by Governing Body Member _	•
•		
The motion to adopt said Rethe following recorded vote:	solution, upon being put to a vote was	passed and adopted on
Those Voting Aye:		
mose voting Aye.	(
		·
Those Voting Nay:		
Those Absent:		
		
motion, the Chairman declared said	bers of the Governing Body having values of the Governing Body having values of the minus desolution upon the records of the minus desolution upon the records of the minus described by the second of the s	onted whoroupon the
After consideration of matters made, seconded and carried, was adjoint	s not relating to the Resolution, the mo	eeting on motion duly

[Signature page follows.]

	New Mexico
	ByChair or Vice Chair
	By Michelle E. Dominguez, Clerk
(SEAL)	

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO)
COUNTY OF CIBOLA)
I, Michelle E. Dominguez, Clerk, the duly qualified and acting record-keeping officer of Cibola County, New Mexico (the "Grantee"), do hereby certify:
1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of County Commissioners of Cibola County, New Mexico, constituting the Governing Body of the Grantee, had and taken at a duly called regular meeting held at County Administration Building, Commission Chambers, 700 E Roosevelt Avenue, Suite 50, Grants, New Mexico, on May 26, 2022 at the hour of 5:00 p.m., insofar as the same relate to the adoption of Resolution No. 2022-29 and the execution and delivery of the proposed Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in the offices of the Grantee. None of the action taken in the said proceedings has been rescinded, repealed or modified.
2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.
3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, §10-15-1, as amended, including, Grantee's Open Meetings Resolution No. 22-05, dated January 11, 2022, presently in effect.
IN WITNESS WHEREOF, I have hereunto set my hand this June 3, 2022.
CIBOLA COUNTY New Mexico
$R_{ m V}$

(SEAL)

Michelle E. Dominguez, Clerk

EXHIBIT "A"

Notice of Meeting



NMFA Certificate Of Grantee

CIBOLA COUNTY

New Mexico

Planning Grant Agreement New Mexico Finance Authority No. PG-5470 \$50,000

STATE OF NEW MEXIC	O -)	
) ss.	CERTIFICATE OF GRANTEE
COUNTY OF CIBOLA)	

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

Capitalized terms used in this Certificate have the same meanings as defined in Resolution No. 2022-29 adopted by the Governing Body of the Grantee on May 26, 2022 (the "Resolution") in connection with this Planning Grant, unless otherwise defined in this Certificate or the context requires otherwise.

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

amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Grantee to carry out and enforce the provisions of the Grant Agreement.

- 7. No event will result from the execution and delivery of the Grant Agreement that constitutes a default or an Event of Default under either the Grant Agreement or the Resolution, and no Event of Default and no default under the Grant Agreement or the Resolution has occurred and is continuing on the date of this Certificate.
- 8. The Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Grant Agreement to have been authorized, approved, performed or consummated by the Grantee at or prior to the date of this Certificate. The Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Grant Agreement.
- 9. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Grant Agreement or any of the actions required to be taken by the Resolution or the Grant Agreement to the date of this Certificate have been obtained and are in full force and effect.
- 10. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the completion of the Project have been obtained and are in full force and effect.
- 11. Neither the Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Grant Agreement conflicts or will conflict with, or constitute a breach by the Grantee of, or default by the Grantee under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Grantee is subject or by which it is bound.
- 12. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Grantee, at law or in equity, by or before any court, public board or body, nor to the Grantee's knowledge is there any basis therefore, affecting the existence of the Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Grantee, (b) the use of the proceeds of the Grant Agreement for the Project, (c) the validity or enforceability of the Grant Agreement or any proceedings of the Grantee with respect to the Grant Agreement or the Resolution, (d) the execution and delivery of the Grant Agreement or (e) the power of the Grantee to carry out the transactions contemplated by the Grant Agreement or the Resolution.
- 13. As of the date of this Certificate, the following were and now are the duly chosen qualified and acting officers and members of the Governing Body of the Grantee:

Chairman:

Daniel Torrez

Members:

Martha Garcia, 1st Vice Chair

Dr. Christine Lowery, 2nd Vice Chair Ralph Lucero Robert Windhorst

Clerk: Michelle E. Dominguez

- 14. To the best of our knowledge and belief after due investigation, none of the Events of Default referred to in Article IX of the Grant Agreement has occurred.
- 15. The Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Grantee contained in the Grant Agreement and in the Resolution are true and correct as of the date of this Certificate.
- 16. To the best of our knowledge and belief after due investigation, neither the Chairman, Clerk, any member or director of the Governing Body of the Grantee, nor any other officer, employee or other agent of the Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.
- 17. Regular meetings of the Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at County Administration Building, Commission Chambers, 700 E Roosevelt Avenue, Suite 50, Grants, New Mexico, the principal meeting place of the Grantee.
- 18. The Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Grantee's Governing Body in connection with the Grant Agreement. The Open Meetings Act Resolution No. 22-05 (the "Open Meetings Act Resolution") adopted and approved by the Governing Body on January 11, 2022, establishes notice standards as required by Section 10-15-1, NMSA 1978, as amended and supplemented. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Grant Agreement and Resolution was taken at meetings held in compliance with the Open Meetings Act Resolution then in effect.
- 19. The Chairman and Clerk, on the date of the signing of the Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Grantee authorized to execute the Grant Agreement.
 - 20. This Certificate is for the benefit of the New Mexico Finance Authority.
 - 21. This Certificate may be executed in counterparts.

[Signatures on following page.]

WITNESS our signatures and the seal of the Grantee this June 3, 2022.

CIBOLA COUNTY

$\mathrm{By}_{_\!$	
	Chair or Vice Chair
By	
	Michelle F Dominguez Clerk

(SEAL)



NMFA Planning Grant Agreement

\$50,000

PLANNING GRANT AGREEMENT

dated

June 3, 2022

by and between

NEW MEXICO FINANCE AUTHORITY

and

CIBOLA COUNTY New Mexico

PG-5470

PLANNING GRANT AGREEMENT

THIS PLANNING GRANT AGREEMENT (the "Grant agreement"), dated June 3, 2022, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "NMFA") and Cibola County, New Mexico (the "Grantee").

WITNESSETH:

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

WHEREAS, NMSA 1978, §6-21-6.4, as amended, creates the Local Government Planning Fund to be administered by the NMFA to make Grants to qualified entities to develop economic development plans; and

WHEREAS, Grantee is a legally and regularly created, established, organized and existing County, in good standing under the general laws of the State; and

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

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

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

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

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

ARTICLE I: DEFINITIONS

As used in this Agreement, including the foregoing recitals, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise

(such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

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

"Authorized Officers" means in the case of the Grantee the Chairman of the Governing Body, and in the case of the NMFA the Chairperson, Vice-Chairperson and Secretary of the Board of Directors and the Chief Executive Officer, or any other officer or employee of the NMFA designated in writing by an Authorized Officer.

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

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

"NMFA" means the New Mexico Finance Authority.

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

"Governing Body" means the Board of County Commissioners of the Grantee, or any future governing body of the Grantee.

"Grant or Grant Amount" means the sum of \$50,000.

"Grant Account" means the account in the name of the Grantee established pursuant to this Grant Agreement and held by the NMFA for deposit of the Grant Amount for disbursal to the Grantee for payment of the costs of the Project.

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

"Grantee" means Cibola County, New Mexico.

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

"Local Government Planning Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Local Match" means \$0.

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

"Planning Document" means a written document in the form of a Comprehensive Economic Development Plan With LEDA, created for the purpose of evaluating and estimating the costs of alternatives to meet the Grantee's public project needs.

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

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

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

"Resolution" means the Grantee's Resolution No. <u>2022-29</u> adopted on May 26, 2022, authorizing the Grantee's acceptance of the terms and conditions of this Grant Agreement.

"Rules" mean the Rules governing the Local Government Planning Fund as adopted by the Board of Directors of the NMFA, as amended and supplemented from time to time.

ARTICLE II: REPRESENTATIONS, WARRANTIES AND COVENANTS

- **Section 2.1.** Representations, Warranties and Covenants of the Grantee represents, warrants and covenants as follows:
- (a) <u>Binding Nature of Covenants</u>. All covenants, stipulations, obligations and agreements of the Grantee contained in this Grant Agreement and the Resolution shall be deemed to be the covenants, stipulations, obligations and agreements of the Grantee to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Grantee and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreement shall be transferred by or in accordance with law. Except as otherwise provided in this Grant Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Grantee by the provisions of this Grant Agreement and the Resolution shall be exercised or performed by the Grantee or by such residents, officers, or officials of the Grantee as may be required by law to exercise such powers and to perform such duties.
- (b) <u>Personal Liability</u>. No covenant, stipulation, obligation or agreement contained in this Grant Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Grantee or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer

executing this Grant Agreement shall be liable personally on this Grant Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

- (c) <u>Authorization of Grant Agreement</u>. The Grantee is a County duly organized, existing and in good standing under the statutes and laws of the State. Pursuant to the laws of the State, as amended and supplemented from time to time, the Grantee is authorized to enter into the transactions contemplated by this Grant Agreement and to carry out its obligations hereunder. The Grantee has duly authorized and approved the execution and delivery of this Grant Agreement and the other documents related to the transaction.
- (d) <u>Use of Grant Agreement Proceeds</u>. The Grantee shall apply the proceeds of the Grant solely to the acquisition and completion of the Project, shall not use the Grant proceeds for any other purpose, and shall comply with all applicable ordinances and regulations, if any, and any and all applicable laws relating to the Project. The Grantee shall immediately apply all Grant proceeds disbursed to it toward the Project. The Grantee shall use the Grant proceeds and complete the Planning Document within one (1) year of the Closing Date or shall forfeit the full amount of the Grant.
- (e) <u>Selection of Contractors.</u> All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Grantee.
- Planning Document consisting of the Comprehensive Economic Development Plan With LEDA to fund an economic development plan that will assist the County in planning activities to aid in economic recovery after the closure of regional employers and economic impacts brought on by the COVID-19 pandemic. The plan will include the following: Comprehensive Economic Development Planning, Update Target Industry Analysis, Update LEDA Ordinances and required documentation, and perform Strategic Planning with County Staff, and will be completed so as to comply with all applicable ordinances and regulations, if any, and any and all applicable laws, rules, and regulations of the State relating to the acquisition and completion of the Project and to the use of the Grant proceeds. If requested by the NMFA, the Grantee will allow the Office of the State Engineer, the New Mexico Environment Department, the New Mexico Economic Development Department, or other appropriate agency of the State or the NMFA to assist with completion of the Project and to review the Project as completed to assure compliance with applicable laws, rules and regulations of the State. The completed Planning Document must be in a form acceptable to and approved by the NMFA, in its sole discretion.
- (g) <u>Necessity of Project</u>. The completion of the Project under the terms and conditions provided in this Grant Agreement is necessary, convenient and in furtherance of the governmental purposes of the Grantee and is in the best interest of the Grantee and the public it serves.

- (h) <u>Legal, Valid and Binding Obligation</u>. The Grantee has taken all required action necessary to authorize the execution and delivery of this Grant Agreement and this Grant Agreement constitutes a legal agreement of the Grantee enforceable in accordance with its terms.
- (i) <u>Benefit to Grantee</u>. The Project will at all times be used for the purpose of benefiting the Grantee and the public it serves as a whole.
- (j) <u>Grant Amount Does Not Exceed Project Cost</u>. The Grant Amount as provided herein does not exceed the cost of the Project.
- (k) No Breach or Default Caused by Grant Agreement. Neither the execution and delivery of this Grant Agreement, nor the fulfillment of or compliance with the terms and conditions in this Grant Agreement, nor the consummation of the transactions contemplated herein conflicts with or results in a breach of any terms, conditions or provisions of, or any restrictions contained in, any agreement or instrument to which the Grantee is a party or by which the Grantee is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Grantee or its properties are subject, or constitutes a default under any of the foregoing.
- (l) <u>Irrevocability of Grant Agreement</u>. The terms of this Grant Agreement shall be irrevocable until the Project has been fully acquired and completed, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Grant Agreement in a manner not permitted or contemplated by the terms hereof.
- (m) No Litigation. To the best knowledge of the Grantee, no litigation or proceeding is pending or threatened against the Grantee or any other person affecting the right of the Grantee to execute this Grant Agreement or to comply with its obligations under this Grant Agreement. Neither the execution of this Grant Agreement by the Grantee nor compliance by the Grantee with the obligations hereunder requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.
- (n) Occurrence of Event of Default. No event has occurred, and no condition exists which, upon the execution and delivery of this Grant Agreement, would constitute an Event of Default on the part of the Grantee hereunder.
- (o) <u>Grantee's Existence</u>. The Grantee will maintain its legal identity and existence for the Agreement Term, unless another political subdivision by operation of law succeeds to the liabilities, rights, and duties of the Grantee without adversely affecting to any substantial degree the privileges and rights of the NMFA.
- (p) Reports to NMFA. The Grantee shall report at least semi-annually to the NMFA on the status of the Planning Document.
- (q) <u>Records</u>. The Grantee shall properly maintain separate project accounts in accordance with generally accepted accounting principles and conduct an annual audit or review of the Grantee's financial records related to the Project.

- **Section 2.2.** <u>Representations, Warranties and Covenants of the NMFA.</u> The NMFA represents, warrants and covenants as follows:
- (a) The NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Grant Agreement and, by proper action, has duly authorized the execution and delivery of this Grant Agreement.
- (b) This Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

ARTICLE III: AGREEMENT TERM

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

ARTICLE IV: GRANT; APPLICATION OF MONEYS

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

ARTICLE V: GRANT TO THE GRANTEE

- Section 5.1. Grant to the Grantee. The NMFA hereby grants, and the Grantee hereby accepts an amount equal to the Grant Amount. The NMFA shall establish and maintain, on behalf of the Grantee, a Grant Account, which Grant Account shall be kept separate and apart from all other accounts of the NMFA. The Grantee hereby pledges to the NMFA all its rights, title and interest in the funds held in the Grant Account for the purpose of securing the Grantee's obligations under this Grant Agreement. Funds in the Grant Account shall be disbursed as provided in Sections 6.2 and 6.3 hereof.
- Section 5.2. <u>No General Obligation</u>. No provision of this Grant Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Grantee within the meaning of any constitutional or statutory debt limitation.
- Section 5.3. <u>Investment of Moneys in Grant Account</u>. Money on deposit in the Grant Account may be invested by the NMFA for the credit of the Local Government Planning Fund.

ARTICLE VI: THE PROJECT

- Section 6.1. Agreement to Acquire and Complete the Project. The Grantee hereby agrees that in order to effectuate the purposes of this Grant Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire and complete the Project lawfully, efficiently and within one (1) year of the Closing Date.
- Section 6.2. Disbursements from the Grant Account. So long as no Event of Default shall occur, the NMFA shall disburse moneys from the Grant Account, either to the Grantee or to vendors and contractors, as determined by the NMFA in its sole discretion, upon receipt by the NMFA of a requisition substantially in the form of Exhibit "B" attached hereto signed by an Authorized Officer of the Grantee, supported by certification by the Grantee's project architect, engineer, or other such authorized representative of the Grantee acceptable to the NMFA that the amount of the disbursement request represents the progress of completion, acquisition or other Project related activities accomplished as of the date of the disbursement request. The Grantee shall provide such records or access to the Project as the NMFA, in its sole discretion, may request in connection with the approval of the Grantee's disbursement requests made hereunder. No disbursement from the Grant Account may be made without receipt of evidence of the Local Match, if applicable.
- Section 6.3. Determination of Eligibility as condition Precedent to Disbursement. Prior to the disbursement of the Grant Amount or any portion thereof, the NMFA shall have determined that the Grantee has met the readiness to proceed requirements established for the Grant by the NMFA and no Event of Default shall have occurred. No disbursement shall be made from the Grant Account except upon a determination by the NMFA that such disbursement is for payment of Project expenses, and that the disbursement does not exceed any limitation upon the amount payable.
- Section 6.4. Reimbursement for Prior Expenditures. The NMFA, so long as no Event of Default shall occur and upon presentation of the Grantee's disbursement request with such certification and records as are required in accordance with Section 6.2 hereof, may disburse moneys from the Grant Account for reimbursement of Project expenses incurred after the NMFA Board of Directors approved the grant on December 17, 2020.
- Section 6.5. Completion of Disbursement of Grant Funds. Upon completion of disbursement of the Grant Amount, an Authorized Officer of the Grantee shall deliver a certificate of completion, substantially in the form attached to this Grant Agreement as Exhibit "C", to the NMFA stating that to the best of the Authorized Officer's knowledge the Project has been completed and the entire Grant Amount has been disbursed in accordance with the terms of this Grant Agreement. If any portion of the Grant Amount remains upon the delivery of the certificate of completion, the NMFA may, in its sole discretion, modify this Grant Agreement and reduce the amount of the Grant.

ARTICLE VII: COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

- **Section 7.1.** Further Assurances and Corrective Instruments. The NMFA and the Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the terms and intention hereof.
- Section 7.2. <u>NMFA and Grantee Representatives</u>. Whenever under the provisions of this Grant Agreement the approval of the NMFA or the Grantee is required, or the Grantee or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Grantee by an Authorized Officer of the NMFA or the Grantee, as the case may be, and any party hereto shall be authorized to act or rely on any such approval or request.
- Section 7.3. Requirements of Law. During the Agreement Term, the Grantee shall observe and comply promptly with all applicable federal, State and local laws and regulations affecting the Project, and all current and future orders of all courts and agencies of the State having jurisdiction over the Project and matters related to the Project.

ARTICLE VIII: NON-LIABILITY OF NMFA FOR ACTS OR OMISSIONS OF THE GRANTEE; INDEMNIFICATION

- Section 8.1. <u>Non-Liability of NMFA</u>. The NMFA shall not be liable in any manner for the Project, Grantee's use of the Grant, the ownership, operation or maintenance of the Project, or any failure to act properly by the owner or operator of the Project.
- Section 8.2. <u>Indemnification of NMFA</u>. The NMFA shall not be responsible for any act or omission of the Grantee upon which any claim, by or on behalf of any person, firm, corporation or other legal entity may be made, whether arising from the establishment or modification of the Project or otherwise. To the extent permitted by law, the Grantee shall and hereby agrees to indemnify and save harmless the NMFA and its designee, if any, from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition and completion of the Project. In the event of any action or proceeding brought on any such claim, upon notice from the NMFA or its designee, Grantee shall defend the NMFA and its designee, if any, in any such action or proceeding.

ARTICLE IX: EVENTS OF DEFAULT AND REMEDIES

- **Section 9.1.** Events of Default Defined. Any one of the following shall be an Event of Default under this Agreement:
- (a) Use of the Grant Amount, or any portion thereof, by the Grantee for purposes other than the Project;

- (b) Failure by the Grantee to utilize the Grant proceeds to complete the Project within one (1) year of the Closing Date;
- (c) Failure by the Grantee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Grant Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Grantee by the NMFA, unless the NMFA shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the NMFA, but cannot be cured within the applicable thirty (30) day period, the NMFA will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of Force Majeure the Grantee is unable to carry out the agreements on its part herein contained, the Grantee shall not be deemed in default under this paragraph during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default); or
- (d) Any warranty, representation or other statement by or on behalf of the Grantee contained in this Grant Agreement or in any instrument furnished in compliance with or in reference to this Grant Agreement is false or misleading in any material respect.
- Section 9.2. Remedies on Default. Whenever any Event of Default has occurred and is continuing, and subject to Section 9.3 hereof, the NMFA may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Grantee in this Grant Agreement:
- (a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;
 - (b) Terminate this Grant Agreement;
 - (c) Cease disbursing any further amounts from the Grant Account;
- (d) Demand that the Grantee immediately repay the Grant Amount or any portion thereof if such funds were not utilized in accordance with this Grant Agreement;
- (e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the NMFA; or
- (f) Take whatever other action at law or in equity may appear necessary or desirable to enforce any other of its rights hereunder.

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

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

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

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

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

ARTICLE X: MISCELLANEOUS

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

If to the Grantee, then to:

Cibola County Attn: Chairman or County Clerk 700 E Roosevelt Ave Ste 50 Grants NM 87020

And if to the NMFA, then to:

New Mexico Finance Authority Attn: Chief Executive Officer 207 Shelby Street Santa Fe, New Mexico 87501 The Grantee and the NMFA may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

- **Section 10.2.** <u>Binding Effect</u>. This Grant Agreement shall inure to the benefit of and shall be binding upon the NMFA, the Grantee and their respective successors and assigns, if any.
- Section 10.3. <u>Amendments</u>. This Grant Agreement may be amended only with the written consent of the NMFA and the Grantee.
- Section 10.4. No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Grant Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the NMFA, or against any officer, employee, director or member of the Grantee, past, present or future, as an individual so long as such individual was acting in good faith and within the scope of his or her duties. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Grantee or of the NMFA is hereby expressly waived and released by the Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.
- Section 10.5. <u>Grantee Compliance</u>. The NMFA shall not be responsible for assuring the Grantee's use of the Grant Amount or the Project for its intended purpose and shall have no obligation to monitor compliance by the Grantee with the provisions of this Grant Agreement.
- Section 10.6. Severability. In the event that any provision of this Grant Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- Section 10.7. Execution in Counterparts. This Grant Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- **Section 10.8.** <u>Applicable Law</u>. This Grant Agreement shall be governed by and construed in accordance with the laws of the State.
- Section 10.9. <u>Captions</u>. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Grant Agreement.

[Remainder of page intentionally left blank.]

[Signatures on following page.]

IN WITNESS WHEREOF, the NMFA, on behalf of itself, and as authorized by the NMFA Board of Directors on December 17, 2020, has executed this Grant Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly Authorized Officers; and the Grantee has caused this Grant Agreement to be executed in its corporate name and the seal of the Grantee affixed and attested by its duly Authorized Officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

	By
	Marquita D. Russel, Chief Executive Officer
Approved for Everytian by Officer of the	•
Approved for Execution by Officers of the	
New Mexico Finance Authority:	
By	
Daniel C. Opperman, Chief Legal Office	_
Damer C. Opperman, Chief Legal Office	er ,
	CIBOLA COUNTY
	CIBOLA COUNT I
	$\mathbf{R}_{\mathbf{V}}$
·	ByChair or Vice Chair
[SEAL]	Chair of vice chair
[
ATTEST:	
Ву	
Michelle E. Dominguez, Clerk	- .
E ,	

EXHIBIT "A"

TERM SHEET

Grantee:

Cibola County, New Mexico

Project Description:

Preparation of a Planning Document consisting of a Comprehensive Economic Development Plan With LEDA to fund an economic development plan that will assist the County in planning activities to aid in economic recovery after the closure of regional employers and economic impacts brought on by the COVID-19 pandemic. The plan will include the following: Comprehensive Economic Development Planning, Update Target Industry Analysis, Update LEDA Ordinances and required documentation, and perform Strategic Planning with County Staff.

Total Grant Amount:

\$50,000

Local Match:

\$0

Closing Date:

June 3, 2022

EXHIBIT "B" FORM OF REQUISITION

RE:	\$50,000 Planning Grant A Mexico Finance Authorit NMFA Grant Number PG	y ("NMF	t (the "Grant Agreement") by and between the New A") and Cibola County, New Mexico ("Grantee"), "Grant Agreement").
	Closing Date: June 3, 202	.2	
TO:	NEW MEXICO FINANC	E AUTHO	PRITY
You a referen	re hereby authorized to disl nced Grant Agreement, the t	burse fund following:	Is from the Grant Account, with regard to the above-
REQU	JISITION NUMBER:		•
PAYM	MENT AMOUNT:		\$
NAMI	E AND ADDRESS OF PAY	/EE:	
PURP	OSE OF PAYMENT:		
	ose of Translati.		
		WIRING	INFORMATION
BANI	K NAME:		
	OUNT NUMBER:		
	TING NUMBER:		
New M proper contain	I Finance Authority pursual fexico, is due and payable, charge against the Grant	nt to the (has not b Account b and the re	nentioned herein is for the Grant made by the New Grant Agreement to the Grantee, within the State of been the subject of any previous requisition and is a neld on behalf of the Grantee. All representations plated closing documents remain true and correct and remants contained therein.
Capital	ized terms used herein are u	ised as def	fined or as used in the Grant Agreement.
DATEI	D:		By:
			By:Authorized Officer of the Grantee
			Print Name:
			Title:

EXHIBIT "C"

FORM OF CERTIFICATE OF COMPLETION

RE:	Mexic	00 Planning Grant Agreements to Finance Authority ("NMI A Grant Number PG-5470 (th	FA") and Cibo	ola County, New Mexico	een the New ("Grantee"),
	Closin	ng Date: June 3, 2022			
TO:	NEW	MEXICO FINANCE AUTH	ORITY		
	I,	[Name]	the _		of
		[Name]		[Title or position]	
the Gr	antee, l	nereby certify as follows:			
	1.	The project described in the	e Grant Agreen	nent (the "Project") was co	mpleted and
placed	in serv	ice by the Grantee on		, 20	
	2.	The total cost of the Project	was \$	·	
	3.	The Project was completed	and is and shal	l be used consistent with ar	nd subject to
the cov	venants	set forth in the Grant Agreen	nent.		
			Cibola Count	ty	
			By:		
			Its:		



11c.

Ordinance 2022-002

County Maintained Road Ordinance-Documents in item 10a.



11d.

Ordinance 2022-003

Restricting Open and Controlled Burns in the Unincorporated Areas of Cibola County Documents in item 10b.



11e.

Resolution 22-27

PERA Municipal Plan #2



BOARD OF COUNTY COMMISSIONERS RESOLUTION 22-27

A RESOLUTION AUTHORIZING CIBOLA COUNTY TO PICK-UP FORTY-EIGHT POINT ZERO SEVEN PERCENT OF THE PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF NEW MEXICO (PERA) MUNICIPAL PLAN #2 MEMBER CONTRIBUTIONS IN EFFECT JULY 10, 2022

WHEREAS, the Cibola County Board of Commissioners me	et upon notice of its regular
meeting duly published at the Cibola County Administration	Building, 700 East
Roosevelt Ave., Suite 50, Grants, NM 87020, on	, 2022, at 5:00 p.m. as
required by law; and,	•

WHEREAS, NMSA 1978, Section 10-11-5, authorizes affiliated public employers to be responsible for making contributions of up to forty-eight-point zero seven percent (48.07%) of its employees' member contributions to PERA under certain conditions; and,

WHEREAS, NMSA Section 10-11-5(B)(2) allows the employer to elect to be responsible for a percentage of any increase to the statutory employee contribution rate in effect after the passing of an earlier resolution; and,

WHEREAS, the Board of County Commissioners of Cibola County desires to pick-up forty-eight-point zero seven percent (48.07%) of employee contributions for employees covered under Municipal Plan #2. After the pick-up of member contributions, the employee contribution percentage would be 5.36% of salary and the employer pick-up of employee contributions would be 16.09% of the employees' salary under this Resolution; and,

WHEREAS, pursuant to NMSA 1978, Section 10-11-5, this Resolution is irrevocable and shall apply to all employees within the Cibola County Municipal Plan #2.

NOW, THEREFORE, BE IT RESOLVED, that Cibola County, pursuant to NMSA 1978, Section 10-11-5 hereby elects to be responsible for making contributions of forty-eight-point zero seven percent (48.07%) of employees' total member contributions to the Public Employees Retirement Association for the Cibola County Municipal Plan #2 in effect July 10, 2022.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that Cibola County, pursuant to NMSA 1978, Section 10-11-5(B)(2) elects to be responsible for a percentage of any increase to the statutory employee contribution rate in effect after the passing of this Resolution.

APPROVED, ADOPTED, AND PASSED	on this	day of	2022
BOARD OF COUNTY CO	MMISSIONEF	RS	
	-		
Daniel Torrez, Chairperson			
Martha Garcia, First Vice Chairperson	_		
Christine Lowery, Second Vice Chairperson	_		
Robert Windhorst, Commissioner			
Ralph Lucero, Commissioner	-		
ATTEST:			
Michelle E. Dominguez			

Cibola County Clerk



11f.

Resolution 22-28

PERA Municipal Police Plan #5



BOARD OF COUNTY COMMISSIONERS RESOLUTION 22-28

A RESOLUTION AUTHORIZING CIBOLA COUNTY TO PICK-UP FIFTY-ONE POINT EIGHTY-SIX PERCENT OF THE PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF NEW MEXICO (PERA) MUNICIPAL POLICE PLAN #5 MEMBER CONTRIBUTIONS IN EFFECT JULY 10, 2022

WHEREAS, the Cibola County Board of Commissioners m	net upon notice of its regular
meeting duly published at the Cibola County Administration	n Building, 700 East
Roosevelt Ave., Suite 50, Grants, NM 87020, on	, 2022, at 5:00 p.m. as
required by law; and,	

WHEREAS, NMSA 1978, Section 10-11-5, authorizes affiliated public employers to be responsible for making contributions of up to fifty-one-point eighty-six percent (51.86%) of its employees' member contributions to PERA under certain conditions; and,

WHEREAS, NMSA Section 10-11-5(B)(2) allows the employer to elect to be responsible for a percentage of any increase to the statutory employee contribution rate in effect after the passing of an earlier resolution; and,

WHEREAS, the Board of County Commissioners of Cibola County desires to pick-up fifty-one-point eighty-six percent (51.86%) of employee contributions for employees covered under Municipal Police Plan #5. After the pick-up of member contributions, the employee contribution percentage would be 9.49% of salary and the employer pick-up of employee contributions would be 28.46% of the employees' salary under this Resolution; and,

WHEREAS, pursuant to NMSA 1978, Section 10-11-5, this Resolution is irrevocable and shall apply to all employees within the Cibola County Municipal Police Plan #5.

NOW, THEREFORE, BE IT RESOLVED, that Cibola County, pursuant to NMSA 1978, Section 10-11-5 hereby elects to be responsible for making contributions of fifty-one-point eighty-six percent (51.86%) of employees' total member contributions to the Public Employees Retirement Association for the Cibola County Municipal Police Plan #5 in effect July 10, 2022.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that Cibola County, pursuant to NMSA 1978, Section 10-11-5(B)(2) elects to be responsible for a percentage of any increase to the statutory employee contribution rate in effect after the passing of this Resolution.

APPROVED, ADOPTED, AND PASSED on this	day of	2022
BOARD OF COUNTY COMMISSIONER	S	
Daniel Torrez, Chairperson		
Martha Garcia, First Vice Chairperson		
Christine Lowery, Second Vice Chairperson		
Robert Windhorst, Commissioner		
Nobelt Willianorst, Commissioner		
Ralph Lucero, Commissioner		
ATTEST:		
Michelle E. Dominguez Cibola County Clerk		



11g.

Resolution 22-30

Budget Adjustment Number 7

No Backup Documentation At This Time



11h.

Resolution 22-32

FY23 Interim Budget

No Backup Documentation At This Time



11i.

E.S.A. Contract

G.C. For Public Safety Building Project

No Backup Documentation At This Time



11j.

Inmate Housing Contract

IGA Between Cibola County and Catron



INTERGOVERNMENTAL AGREEMENT BETWEEN CIBOLA COUNTY AND CATRON COUNTY 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 Board of County Commissioners of Catron County, hereinafter referred to as "Catron," both political subdivisions of the State of New Mexico.

RECITALS

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

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

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

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

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

administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

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

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. Scope of Responsibilities

- 1. County Inmate. Cibola agrees to confine and house individuals, who are over the age of eighteen (18), arrested for violation of the law in Catron County, or who are sentenced to detention or confinement by the Catron County Magistrate or District Courts, 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 Catron County Inmates.** The admission to the Facility of a Catron County 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; and,
 - 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 Catron County's 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. Catron County will furnish to the Facility a <u>Health Status Transfer Form</u>. The Facility will not accept Catron County inmates if they do not clear the Facility's initial medical assessment. It is the responsibility of Catron County to transport and obtain medical or psychological treatment for those persons in the custody of Catron County who have not been accepted by the Facility.

- b. Catron County will be responsible for authorized on and off-site medical expenses incurred, and will reimburse the Cibola for expenses upon invoice.
- c. Catron County 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 <u>ER/Hospitalization Reporting Form</u>.
- **e.** Cibola will contact the Catron County Magistrate Judge for non-emergency, medical attention by using an Off-Site Healthcare Referral Form.

5. Transportation

Catron County will be responsible for:

- i. Transporting inmates to the Facility;
- ii. Returning inmates who are not accepted into the Facility;
- iii. Transporting its inmates/detainees to Court; and,
- iv. Returning inmates/detainees who are released back to Catron County.

6. Prison Rape Elimination Act of 2003

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. Catron 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. Catron agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.
 - v. Any charges billed to Catron, not belonging to Catron, 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. <u>In Person</u>. Periodic inspections may be conducted of the Facility by Catron personnel by scheduling with the Facility.
- b. <u>Audits</u>. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Catron or examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Catron to audit, examine, and make excerpts or transcripts from such records relating to Catron's inmates and this Agreement.
- c. <u>Records</u>. 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. Catron County 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 Catron 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 Catron County 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 Catron removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

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

- a. <u>Property</u>. 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. <u>Surplus Funds</u>. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Catron and the fees received by Cibola will be transferred to the Cibola general fund as required by law.

- c. <u>Strict Accountability</u>. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.
- d. <u>Lead Agency</u>. Cibola is designated as the lead agency and shall monitor the actions of Catron 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 Catron that Catron is in breach of its payment obligations under the Agreement, Catron fails to make payment within thirty (30) days after receipt of such notice. Catron 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 Catron 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 Catron County 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 Catron 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 Catron County: Janet Porter Carrejo, County Manager, 100 Main Street, Reserve, NM 87830

BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY

APPROVED, ADOPTED, AND PASSED on this 26th day of May 2022.

Daniel Torrez, Chair
Martha Garcia, 1 st Vice-Commissioner
Christine Lowery, 2 nd Vice-Chair
Christine Lowery, 2 Vice Chair
Robert Windhorst, Commissioner
Ralph Lucero, Commissioner
ATTEST:
*** * ***
Michelle E. Dominguez
Cibola County Clerk

APPROVAL OF CATRON COUNTY

APPROVED, ADOPTED, AND PASSEI2022.	by the Catron County on thisday of
	BOARD OF COUNTY COMMISSIONERS, CATRON COUNTY, NEW MEXICO
	By:Anita A. Hand, Chair
(SEAL)	
ATTEST:	
By:Sharon Armijo, County Clerk	
STATE OF NEW MEXICO COUNTY OF CATRON)))
This instrument was acknowledged Anita A. Hand, as Chair of the Board of Co	before me on this day of, 2022, by bunty Commissioners, Catron County, New Mexico.
(NOTARY SEAL)	
	Notary Public
	My Commission Expires:



11k. (a)

Requisitions Over \$20,000

GM Emulsions/Chip Seal/Road Dept. \$527,380.67

REQUISITION ORDER

010	C. 11/11	. —	DATE:	***************************************	DEPARTMENT:		QUOT	E OBTAINED BY	:
BIII	4		April 7, 2022		Road				
A	The same	-		***************************************	OTE #1	QU	OTE #2	QUO	TE #3
	The same of the sa	-	VENDOR NAME:	***************************************				***************************************	
h	1		CONTACT NAME:	Gabriel Marti	nez/Fred Marquez	······································			***************************************
(7			PHONE:	505-471-9981					
ere i ave			FAX:						
NO.		DESCRIP	TION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSIO
6 Mobil	ization			5000.00	30,000.00		*		
1 Mobil	lization			4000.00	4,000.00				
2 Traffic	Control M	anagemen	t	1500.00	3,000.00				
1 Traffic	c Control M	anagemen	t	2000.00	2,000.00				,
2 Traffic	c Control M	anagemen	t	2500.00	5,000.00				
	c Control M			3000.00	6,000.00		4		
			(474,672 sq. ft.)	0.20	94,934.40			~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
### Single	Penetratio	n Chip Sea	l (52,741 sq ft)	6.50	342,816.50			***************************************	
1 Tax (8	3.125%)			39629.77	39,629.77		*	Market and the second s	
		***************************************	***************************************					**************************************	
	*************************			·	-		-	***************************************	
Road	Dept. 2021,	/2022 Co-c	op's		*		-		
			•		*		-		
			ontrol # L600198		*				
			ntrol # L600201		*		*	***************************************	
(SP)C	ontract # D	18958 Con	trol # L600191		*			***************************************	
					*		-	***************************************	
		06	AND I	***************************************	*			y+************************************	
()	1 Am	MO	500		***************************************		*	***************************************	
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		-WM	100		~		*		
Ve	MM	4	——————————————————————————————————————		**		÷		-
XO	1 00	92	w / in	·····	·				
	- LAV	U	X AM		.m				
	DX1	***************************************	<i>N</i>		*		*		
WWW.		SURTO	TAL FOR SELECTED ITEMS		527,380.67	1			1
**************************************			L LABOR/ SERVICE COSTS		327,300.07				
	***************************************		TAL GROSS RECEIPTS TAX	4				4	
***************************************		***************************************	HIPPING/ FREIGHT COSTS	4	*		*		
************************			GRAND TOTAL		527,380.67		##		***************************************
***************************************									\Leftrightarrow
VE	NDOR	G	M Emulsion		REASON SELECTED		STATE CONTRACT	•	
• • •		·	341 6333 6410						
				1	NTRACT/BID/RFP#	 	00-805-19	9-16787	***************************************
ADD	ORESS		35 Agua Fria		IMATED DELIVERY	 		***************************************	******
IRCHASING		Santa	a Fe, NM 87507	Р	URCHASE ORDER #			·	
SENT			RTIFICATION			FUND NAN	IE & LINE ITEM #	AM	OUNT
DORSEME	NT I		re, I hereby certify that all	If all three signatures are not		402-014-416	-00079	\$	527,380
/	1-		equested are necessary to the operations of this		e purchase cannot ve forward				
X	1		that all procurement has						
INT	1		according to purchasing	DE04071477		Protecti	ce cicuariàe	P(5.5.5.C-	P1#51 F == 1 1
policies approved by the Cibola County			DEPARTMEN	T HEAD SIGNATURE	DESIGN	EE SIGNATURE	FINANCE	SIGNATURI	
	Board	d of Commi	ssioners.	1	1 11	audse	a Circhen		1h

OTEN STATE CONTINUES OF WILL BE







Name / Addres	Name / Address Estimate Date Est			Estimate #		
Cibola County Audrey Archunde					2/14/2022	C-51BBettyD
		49-14-14-14-14-14-14-14-14-14-14-14-14-14-			Pi	roject
		,		_	Cibola County	Various Roads 20
Item	Description		Qty	Rate	U/M	Total
621000 618000 411001 417003	C-51B, Betty Dr., .50 Mi., Intersection C49A to W. of Rodeo Grounds -22' W CRACK SEAL & FOG SEAL SINGLE PENETRATION CHIP S -58,080 SF -6,453 SY MOBILIZATION TRAFFIC CONTROL MANAGEN CRACK SEAL & FOG SEAL PERSINGLE PENETRATION CHIP SET OF SINGLE PENETRATION CHIP SET OF SEAL PERSINGLE PENETRATION CHIP SET OF SEAL PENETRATION CHIP SEAL PENETRATION CHIP SET OF SEAL PENETRATION CHIP	MENT R SF SEAL	1 58,080 6,453	6.50	LS sqft sqyd	5,000.00T 2,000.00T 11,616.00T 41,944.50T
not listed above. Federal ID: ENI: 2	7-1902307			Subtota	1	840.840.80
CRS: 03-181502-00-2 Duns: 830132820 NM Work Force Solution: 002461320120530		03 GE04 GE05		ax (8.125%	\$60,560.50	
NM Contractor's License: 370602 (GA01, GA98, GB98, GF01, GF02, GF03, GF07, GF08, GF09, GS08) NM State Residence Certificate: L1391423280			vs, gros, gros,	Total		\$65,481.04











LEMULSION IIIC 21-24 CAF 7

Name / Address	S	Estin	nate		Date	Estimate #
Cibola County Audrey Archunde					2/14/2022	C-49AParson
ridately riferrande					Pr	oject
					Cibola County \	/arious Roads 20
Item	Description		Qty	Rate	U/M	Total
621000 618000 411001 417003	C-49A, Parsons Lane 40 Mi20' W CRACK SEAL & FOG SEAL SINGLE PENETRATION CHIP S -42,240 SF -4,693 SY MOBILIZATION TRAFFIC CONTROL MANAGEI CRACK SEAL & FOG SEAL PEI SINGLE PENETRATION CHIP S P, Surveying, Material, Testing, En	MENT R SF SEAL	1 1 42,240 4,693	√ 6.50	LS sqft sqyd	5,000.00T 1,500.00T 8,448.00T 30,504.50T
not listed above. Federal ID: ENI: 2		The state of the s	***************************************		······································	***************************************
CRS: 03-181502-0 Duns: 830132820	0-2			Subtota		\$45,452.50
NM Work Force Solution: 002461320120530 NM Contractor's License: 370602 (GA01, GA98, GB98, GF01, GF02, G GF07, GF08, GF09, GS08) NM State Residence Certificate: L1391423280		98, GF01, GF02, GF	03, GF04, GF05,	Sales T	ax (8.125%	\$3,693.02









Name / Addre	ess	Estim	nate		Date	Estimate #
Cibola County Audrey Archunde					2/14/2022	C-53Salalaz
Addicy Alchund					Pi	roject
					Cibola County	Various Roads 20
Item	Description		Qty	Rate	U/M	Total
621000 618000 411001 417003	C-53, Salazar Lp., .60 Mi., Intersection SR 53 loop back to SR 53 -20' W CRACK SEAL & FOG SEAL SINGLE PENETRATION CHIP S -63,360 SF -7,040 SY MOBILIZATION TRAFFIC CONTROL MANAGE CRACK SEAL & FOG SEAL PE SINGLE PENETRATION CHIP S	MENT R SF SEAL	1 63,360 7,040	√ 6.50	LS sqft sqyd	5,000.00T 2,500.00T 12,672.00T 45,760.00T
Federal ID: ENI CRS: 03-181502	i: 27-1902307 2-00-2			Subtota	1	\$65,932.00
NM Work Force	Duns: 830132820 NM Work Force Solution: 002461320120530 NM Contractor's License: 370602 (GA01, GA98, GB98, GF01, GF02, G			Sales T	ax (8.125%	(6) \$5,356.98
GF07, GF08, GF09, GS08) NM State Residence Certificate: L1391423280				Total		\$71,288.98











Name / Addres	S	Estin	nate		Date	Estimate #
Cibola County					2/14/2022	C-17Mt.Tayl
Audrey Archunde		21	- 3 4 5 5		Pr	oject
					Cibola County \	/arious Roads 20
ltem	Description		Qty	Rate	U/M	Total
621000 618000 411001 417003	C-17, Mt. Taylor Addition, 1.2 Mi., (Theresa St60 mi., Jamie St20 mi., Deanna Lee .20 mi., Elena .20 mi.) N. Jet SR 117 across from jail24' W CRACK SEAL & FOG SEAL SINGLE PENETRATION CHIP S -152,064 SF -16,896 SY MOBILIZATION TRAFFIC CONTROL MANAGE CRACK SEAL & FOG SEAL PE SINGLE PENETRATION CHIP S SINGLE PENETRATION CHIP S	MENT R SF SEAL	1 152,064 16,896	6.50	LS sqft sqyd	5,000.00T 3,000.00T 30,412.80T 109,824.00T
not listed above. Federal ID: ENI: 2	7-1902307		***************************************	Cubtet		6340037.55
CRS: 03-181502-0 Duns: 830132820 NM Work Force S		98 GF01 GF02 G	F03 GF04 GF05	Subtota Sales T	ai ————————————————————————————————————	\$148,236.80
GF07, GF08, GF0		70, Grot, Groz, G	103, Gru4, Gru3,	Total		\$160,281.04









Name / Address Cibola County Audrey Archunde

Estimate

21/ m m

Date Estimate # 2/14/2022 C-19ACantin Project

Cibola County Various Roads 20...

Item	Description	Qty	Rate	U/M	Total
	C-19A, Cantina Homesites Rd20 mi20' W CRACK SEAL & FOG SEAL SINGLE PENETRATION CHIP SEAL				
	-21,120 SF -2,347 SY				
621000 618000 411001 417003	MOBILIZATION TRAFFIC CONTROL MANAGEMENT CRACK SEAL & FOG SEAL PER SF SINGLE PENETRATION CHIP SEAL	1 1 21,120 2,347	/ 1,500.00 / 0.20	LS LS sqft sqyd	5,000.00T 1,500.00T 4,224.00T 15,255.50T
			-		
-				-	
			West Constitution of the C		

Exclusions: SWPPP, Surveying, Material, Testing, Engineering, Permits, Soil, Blending, Rock Excavation, Utilities, Bonds, Striping and anything not listed above.

Federal ID: ENI: 27-1902307 CRS: 03-181502-00-2

Duns: 830132820 NM Work Force Solution: 002461320120530

NM Contractor's License: 370602 (GA01, GA98, GB98, GF01, GF02, GF03, GF04, GF05,

GF07, GF08, GF09, GS08)

NM State Residence Certificate: L1391423280

Subtotal \$25,979.50 Sales Tax (8.125%) \$2,110.83 **Total** \$28,090.33













Estimate Date Estimate # Name / Address 2/14/2022 Cibola County C-10ASecoCa Audrey Archunde 21/22 Project Cibola County Various Roads 20... Item Description Rate U/M Qty Total C-10A, Seco Canyon Road, .90 M1., Intersection Nth Castillo Road to property line 22' W CRACK SEAL & FOG SEAL SINGLE PENETRATION CHIP SEAL -104,544 SF -11,616 SY 5,000.00 LS 621000 **MOBILIZATION** 5,000,00T 3,000.00 LS TRAFFIC CONTROL MANAGEMENT 618000 3,000.00T 411001 CRACK SEAL & FOG SEAL PER SF 104,544 0.20 sqft 20,908.80T 417003 SINGLE PENETRATION CHIP SEAL 11,616 6.50 sqyd 75,504.00T Exclusions: SWPPP, Surveying, Material, Testing, Engineering, Permits, Soil, Blending, Rock Excavation, Utilities, Bonds, Striping and anything not listed above. Federal ID: ENI: 27-1902307 Subtotal \$104,412.80 CRS: 03-181502-00-2 Duns: 830132820 NM Work Force Solution: 002461320120530 Sales Tax (8.125%) \$8,483.54 NM Contractor's License: 370602 (GA01, GA98, GB98, GF01, GF02, GF03, GF04, GF05, GF07, GF08, GF09, GS08)







Total



\$112,896.34

NM State Residence Certificate: L1391423280



Name / Address Estimate					Date	Estimate #
Cibola County Audrey Archunde					3/14/2022	C-51CRodeG2
, radio y rivorante					Pr	oject
					Cibola County V	Various Roads 20
Item	Description	Qty		Rate	U/M	Total
621000 618000 411001 417003	C-51C, Rodeo Ground Road, 30 Mi., Intersection SR 53 Sth to .30 mi. 21' W CRACK SEAL & FOG SEAL SINGLE PENETRATION CHIP S-77,616 SF -8,624 SY MOBILIZATION ** TRAFFIC CONTROL MANAGE CRACK SEAL & FOG SEAL PEISINGLE PENETRATION CHIP S	MENT R SF	1 1 33,264 3,696		LS LS sqft sqyd	4,000.00T 2,500.00T 6,652.80T 24,024.00T
Exclusions: SWPI not listed above.	PP, Surveying, Material Testing, En	gineering, Permits, Soil Blendir	g, Rock	Excavation, Uti	lities, Bonds, Stri	iping and anything
Federal ID: ENI: 27-1902307 CRS: 03-181502-00-2 Duns: 830132820 NM Work Force Solution: 002461320120530 NM Contractor's License: 370602 (GA01, GA98, GB98, GF01, GF02, GF03, GF04, GF0		**************************************	Subtota	ı	\$37,176.80	
		98, GF01, GF02, GF03, GF04, G	GF05,	Sales T	ax (8.125%	(6) \$3,020.62
GF07, GF08, GF0				Total		\$40,197.42











Price Agreement Amendment

Awarded Vendor: 14 Vendors	Number: <u>00-805-19-16787</u> Amendment No.: <u>Three</u> Term: <u>November 13, 2019 – November 12, 2027</u>
Ship To: New Mexico Department of Transportation Various Locations.	Procurement Specialist: Michael Saavedra Telephone No.: 505-372-8489 Email: Michael.Saavedra@state.nm.us
Invoice: New Mexico Department of Transportation Various Locations	
For questions regarding this contract please contact: Angela Martinez (505) 570-7940	

Title: DOT General Services Construction

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 except (AH) Jack B. Henderson Construction Company Inc. and (AM) Robert Trujillo Construction, LLC, this Price Agreement is extended from November 13, 2021 to November 12, 2022 at the same price, terms and conditions.

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

Date10/29/2021

Mark Hayden, New Mexico State Purchasing Agent

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



Price Agreement Amendment

Awarded Vendor: 16 Vendors	Number: <u>00-805-19-16787</u> Amendment No.: <u>Two</u> Term: <u>November 13, 2019 – November 12, 202</u>
Ship To: New Mexico Department of Transportation Various Locations	Procurement Specialist: Michael Saavedra Telephone No.: 505-827-0610 Email: Michael.Saavedra@state.nm.us
Invoice: New Mexico Department of Transportation Various Locations	
For questions regarding this contract please contact: Angela Martinez at (505) 570-7940	

Title: DOT General Services Construction

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

FNF Construction was never awarded in this procurement, the reference to it in the prior amendment should be disregarded.

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

Valeric faulk
Mark Hayden, New Mexico State Purchasing Agent

Date: 10/30/2020

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



Price Agreement Amendment

Awarded Vendor: 16 Vendors	Number: <u>00-805-19-16787</u> Amendment No.: <u>One</u> Term: <u>November 13, 2019 – November 12, 2021</u>
Ship To: New Mexico Department of Transportation Various Locations	Procurement Specialist: Michael Saavedra Telephone No.: 505-827-0610 Email: Michael Saavedra@state.nm.us
Invoice: New Mexico Department of Transportation Various Locations	
For questions regarding this contract please contact: Angela Martinez at (505) 570-7940	

Title: DOT General Services Construction

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 November 13, 2020 to November 12, 2021 at the same price, terms and conditions. Vendor (AB) FNF Construction Inc. has chosen not to renew.

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

Accepted for the State of New Mexico

Valerie Paulk

Date:

10/28/2020

Mark Hayden, New Mexico State Purchasing Agent

This Agreement was signed on behalf of the State Purchasing Agent



State of New Mexico General Services Department

Price Agreement

Awarded V	/endor
16 Vendor	s – See Page 6
Telephone	No.
Ship To:	
	co Department of Transportation
Various L	rations
Invoice:	70
	co Department of Transportation
Various L	ocations
***	stions regarding this contract please contact:
For que	Angela Martinez at 505-570-7940

Price Agreement Number: 00-805-19-16787

Payment Terms: See Page 6

F.O.B.: Destination

Delivery: See Page 6

Procurement Specialist: Michael Saavedra

Telephone No.: (505) 827-0610

Email: Michael.Saavedra@state.nm.us

Title: DOT General Services Construction

Term: November 13, 2019 - November 12, 2020

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 11/12/2019





11k. (b)

Requisitions Over \$20,000

GM Emulsions/Chip Seal/Road Dept. \$540,355.36

REQUISITION ORDER

1 M	AC S		April 7, 2022 VENDOR NAME:	QL	Road	01	OTE #2	Ollo	TE 43
5 M 1 M 3 Ti	X-d		VENDOR NAME:			QUOTE#2		QUOTE #3	
5 M 1 M 3 Ti	× +		VENDOR NAM		GM Emulsions				
5 M 1 M 3 Ti	C+	and the second			nez/Fred Marquez				
5 M 1 M 3 Ti	P. V.		The state of the s	505-471-998				Activation of Parket and Activate Confedence of the Confedence of	with the second
5 M 1 M 3 Ti	**			505-4/1-998.					ALL VILLE BOOK OF THE SECOND S
5 M 1 M 3 Ti		DES	CRIPTION FAX:	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
1 M	Mobilization		FILL 1171A	5000.00	25,000.00	William 1	LATERISION .	Omi Cosi	ENTERSION
3 Tı	Mobilization			8000.00	8,000.00		nen enjandrikanokanokanovanova i haransa asarokalandi ingalika a		
		rol Manage	ment .	1500.00	4,500.00		er er veget en geste de sente de la sette de la sette	***************************************	
2 T		rol Manage	THE REAL PROPERTY OF THE PERSON OF THE PERSO	3000.00	6,000.00				
		rol Manage		3500.00	3,500.00	***************************************	*	perustentarioni tetteritat vietu ir alia vieni jaugavani nyim	-
	MARKANIA MA		er SF (293,568 sq. ft.)	0.20	58,713.60		**	MATERIA - PROPERTY - MATERIA -	
			Seal (32,618 sq yd.)	6,50	212,017.00			POP A MITTER A NEW CONTROL BUT A SCHOOL OF THE STREET AND A SCHOOL OF THE STREET ASSESSMENT ASSESSM	
			ing per SF (50,688 sq ft)	0.15	7,603.20			***************************************	
	******		or Tack Coat	850.00	1,700.00		-		-
,632 3	" HMA SP I	V Complete	⊇ Sq Yd	30.00	168,960.00		*		-
,448 4	" Retrorefi	ect Paint M	arking Sq Ft	0.35	2,956.80		~		-
	Striping Lay			800.00	800.00				-
	ax (8.125%	******		40604.76	40,604.76		*		
					*		-		-
R	Road Dept.	2020/2021	Co-op's		*		material for the control of the second contr		
							*		
(((CAP) Contract # D18619/1 Control # L600176								
(5	SB) Contrac	ct # D18618	/1 Control # L600179		~		-		Martin Control of the
(5	SP)Contrac	t # D18631,	/1 Control # L600168 \		*		~		
		•	. 1		. *		*		
	h	Mma	Son sonal		-				
	DO	Bur	1 (11/10.						
	W	0	Kor and		-		-		-
	1	MA	1000		-				*
	1200	10	10 WM		~		-		-
	100/4		1-10-10-10-10-10-10-10-10-10-10-10-10-10	odnosto de la composición del composición de la	bears 1100 200 200 100 100 100 100 100 100 10		`	12.	Indian semanticular season services
			BTOTAL FOR SELECTED ITEMS		540,355.36		4		
		T	OTAL LABOR/ SERVICE COSTS		**]	~
			TOTAL GROSS RECEIPTS TAX	4	-		, a	, i	-
		TOT	AL SHIPPING/ FREIGHT COSTS	~ ∮	-	1	L		
			GRAND TOTAL	-	540,355.36		-		-
					REASON SELECTED	STATE CONTRACT			
	VENDOR		GM Emulsion						
				CONTRACT/BID/RFP#		00-805-19-1678		9-16787	
	ADDRESS		5935 Agua Fria	ES	TIMATED DELIVERY	'			
			Santa Fe, NM 87507	р	URCHASE ORDER	1			
URCHAS	SING		CERTIFICATION		又是是国际	FUND NAM	ME & LINE ITEM #	AM	OUNT
goods/services req properly conduct the department, and the		nature, I hereby certify that all	If all three	signatures are not	402-014-416	5-00079	\$	540,355.	
			ces requested are necessary to	obtained the purchase cannot					
			nduct the operations of this	mo	move forward		4		-
		department, and that all procurement has been conducted according to purchasing							Por Pringer (proposition and in the Prince of the Prince o
1)	1 4		roved by the Cibola County	DEPARTMEN	IT HEAD SIGNATURE	DESIGN	EE SIGNATURE	FINANCE	SIGNATURE
V			mmissioners.		A LC	andre	a Cereberry		

And Led



)
Name / Address	Estin	nate		Date	Estimate #
Cibola County				2/22/2022	C-1 MarElRan
Audrey Archunde	20 21			Pr	roject
				Cibola County	Various Roads 20
Item Description		Qty	Rate	U/M	Total
C-1 Marquez Road (Side Road - El Ranchito's Rd.) -10 Mi., Jet. SR 279 & C1 to Sandoval County Line -20' W CRACK SEAL & FOG SEAL SINGLE PENETRATION CHIP -10,560 SF -1,173 SY MOBILIZATION TRAFFIC CONTROL MANAGE CRACK SEAL & FOG SEAL PE SINGLE PENETRATION CHIP SINGLE PENETRATION CHIP	EMENT ER SF SEAL	1 1 10,560 1,173	6.50	LS sqft sqyd	5,000.00 1,500.00 2,112.00 7,624.50
not listed above. Federal ID: ENI: 27-1902307			Subtota		\$16,236.50
CRS: 03-181502-00-2 Duns: 830132820 NM Work Force Solution: 002461320120530	200 CE01 CE02 C	EO2 GEOA GEOS	Sales T	ax (8.125%	%) \$1,319.2
NM Contractor's License: 370602 (GA01, GA98, GE GF07, GF08, GF09, GS08) NM State Residence Certificate: L1391423280	398, Gr01, GF02, G	rvs, Gr04, Gr05,	Total	ou giuperou de especialmente en especialmente en la professión en la professión en la professión en la profess	\$17,555.7











Estimate Name / Address Date Estimate # Cibola County 2/22/2022 C-6SebBiboS Audrey Archunde Project Jelsi CAP Cibola County Various Roads 20... Item Description Qty Rate U/M Total C-6 Seboyeta - Bibo Rds -(Side Roads) -.90 Mi From C5 & La Joya Lp to end of SR 279 Marquez Residence Portales Shrine -El Torreon Loop .30 Mi. -Cintinela Road .20 Mi. -Cerrito Road .10 Mi. -Plaza Vieja Loop .30 Mi. -21' W CRACK SEAL & FOG SEAL SINGLE PENETRATION CHIP SEAL -99,792 SF -11,088 SY 5,000.00 LS 621000 MOBILIZATION 5,000.00T 3,000.00 LS 618000 TRAFFIC CONTROL MANAGEMENT 3,000.00T 19,958.40T 411001 CRACK SEAL & FOG SEAL PER SF 99,792 0.20 sqft SINGLE PENETRATION CHIP SEAL 11,088 6.50 sqyd 72,072.00T 417003 Exclusions: SWPPP, Surveying, Material, Testing, Engineering, Permits, Soil, Blending, Rock Excavation, Utilities, Bonds, Striping and anything not listed above. Federal ID: ENI: 27-1902307 Subtotal \$100,030.40 CRS: 03-181502-00-2 Duns: 830132820 Sales Tax (8.125%) \$8,127.47 NM Work Force Solution: 002461320120530 NM Contractor's License: 370602 (GA01, GA98, GB98, GF01, GF02, GF03, GF04, GF05, GF07, GF08, GF09, GS08) Total \$108,157.87 NM State Residence Certificate: L1391423280











Estimate Date Estimate # Name / Address 2/11/2022 C-18HoraceM Cibola County Audrey Archunde 2015 Project Cibola County Various Roads 20... Rate U/M Description Qty Total Item C-18 Horace Mesa Rd .40 mi from JCT 547 Lobo Canyon to Lobo Canyon Subdivision -Crack Seal 50,688 sf ** -Asphalt 3" 5,632 sy ** MOBILIZATION 5,000.00 LS 5,000.00T 621000 618000 TRAFFIC CONTROL MANAGEMENT 3,000.00 LS 3,000.00T HOT POURED CRACK SEALING PER SF 50,688 7,603.20T 411001 0.15 sqft 407000 ASPHALT MATERIAL FOR TACK COAT 850.00 ton 1,700.00T 30.00 sqyd 168,960.00T 423270 3" HMA SP IV COMPLETE 5,632 4" RETROREFLECT PAINTED MARKINGS 0.35 ft 2,956.80T 704000 8,448 800.00 LS 900000 STRIPING LAYOUT 800.00T **Square feet & Square Yards were incorrect on the spec sheets from Cibola Exclusions: SWPPP, Surveying, Material, Testing, Engineering, Permits, Soil, Blending, Rock Excavation, Utilities, Bonds, Striping and anything not listed above. Federal ID: ENI: 27-1902307 Subtotal \$190,020.00 CRS: 03-181502-00-2 Duns: 830132820 Sales Tax (8.125%) \$15,439.13 NM Work Force Solution: 002461320120530 NM Contractor's License: 370602 (GA01, GA98, GB98, GF01, GF02, GF03, GF04, GF05, GF07, GF08, GF09, GS08) **Total** \$205,459.13 NM State Residence Certificate: L1391423280













Name / Address	S	Estir	nate		Date	Estimate #
Cibola County Audrey Archunde					2/11/2022	C-6Seboyeta
Addicy Archande		2.		Projec		
					Cibola County	Various Roads 20
Item	Description		Qty	Rate	U/M	Total
621000 618000 411001 417003	C-6 Seboyeta - Bibo Rds -(Side Rd School Rd.)10 Mi From C5 & La Joya Lp to end of SR 279 Marquez Reside Portales Shrine -30' W CRACK SEAL & FOG SEAL SINGLE PENETRATION CHIP S -15,840 SF -1,760 SY MOBILIZATION TRAFFIC CONTROL MANAGE CRACK SEAL & FOG SEAL PEI SINGLE PENETRATION CHIP S SINGLE PENETRATION CHIP S	MENT R SF SEAL	1 15,840 1,760	6.50	LS sqft sqyd	5,000.00T 1,500.00T 3,168.00T 11,440.00T
not listed above. Federal ID: ENI: 2				Subtota		\$21,108.00
CRS: 03-181502-0 Duns: 830132820 NM Work Force S	00-2 Solution: 002461320120530	00 GTC: 5===	arion civin i como "		ax (8.125%	
GF07, GF08, GF0	License: 370602 (GA01, GA98, GB 9, GS08) ce Certificate: L1391423280	98, GF01, GF02, G	F03, GF04, GF05,	Total		\$22,823.03







Name / Address	5	Estim	ate		Date	Estimate #
Cibola County				.5e	2/14/2022	C-7CuberoLo
Audrey Archunde		20%			Project	
					Cibola County \	arious Roads 20
Item	Description		Qty	Rate	U/M	Total
621000 618000 411001 417003	C-7, Cubero Lp., & Village Rds., (Side Rd Camino Rael) (20 Mi., From La Villa Trading Poto Elementary School to Jct SR 12-22' W CRACK SEAL & FOG SEAL SINGLE PENETRATION CHIP: -23,232 SF -2,581 SY MOBILIZATION TRAFFIC CONTROL MANAGE CRACK SEAL & FOG SEAL PE SINGLE PENETRATION CHIP	SEAL EMENT ER SF SEAL	1 1 23,232 2,581	6.50	LS sqft sqyd	5,000.00T 1,500.00T 4,646.40T 16,776.50T
not listed above. Federal ID: ENI:				Subtot		\$27,922.90
CRS: 03-181502- Duns: 830132820	-00-2) Solution: 002461320120530				Tax (8.125°	
NM Contractor's GF07, GF08, GF	License: 370602 (GA01, GA98, GI	B98, GF01, GF02, GF	703, GF04, GF05,	Total		\$30,191.64















Name / Addres	S	Estin	nate		Date	Estimate #
Cibola County Audrey Archunde					3/14/2022	C-7CuberoL2
Audrey Archunde		7			Pi	oject
					Cibola County	Various Roads 20
Item	Description		Qty	Rate	U/M	Total
621000 618000 411001 417003	C-7, Cubero Loop & Village Roads (Side Roads) -Anselmo Rd., .20 MiBaca Rd., .40 Mi. = -Camino de Camposanto, .50 MiCandelaria Rd., .20 MiTOTAL 1.30 Mi. From La Villa Trading Post to Elementary School then to Jet SR 124 21' W CRACK SEAL & FOG SEAL SINGLE PENETRATION CHIP S -144,144 SF -16,016 SY MOBILIZATION ** TRAFFIC CONTROL MANAGE CRACK SEAL & FOG SEAL PE SINGLE PENETRATION CHIP S SINGLE PENETRATION CHIP S	SEAL MENT ** R SF SEAL	1 1 144,144 16,016	6.50	LS sqft sqyd	8,000.00T 3,500.00T 28,828.80T 104,104.00T
not listed above.				1		
Federal ID: ENI: 2 CRS: 03-181502- Duns: 830132820 NM Work Force S	00-2 	as area area a	TOO GERA GEOG	Subtota Sales 7	aı 	\$144,432.80 \$11,735.17
GF07, GF08, GF0	License: 370602 (GA01, GA98, GB 09, GS08) nce Certificate: L1391423280	98, GF01, GF02, G	rus, GF04, GF05,	Total		\$156,167.97











Price Agreement Amendment

Awarded Vendor: 14 Vendors	
14 Venuors	
	-
	_
Ship To:	
New Mexico Department of Transportation	
Various Locations.	
Invoice:	-
New Mexico Department of Transportation	
Various Locations	
For questions regarding this contract please contact	:
Angela Martinez (505) 570-7940	

Number: 00-805-19-16787

Amendment No.: Three

Term: November 13, 2019 - November 12, 2022

Procurement Specialist: Michael Saavedra

Telephone No.: 505-372-8489

Email: Michael.Saavedra@state.nm.us

Title: DOT General Services Construction

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 except (AH) Jack B. Henderson Construction Company Inc. and (AM) Robert Trujillo Construction, LLC, this Price Agreement is extended from November 13, 2021 to November 12, 2022 at the same price, terms and conditions.

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

Date10/29/2021

Mark Hayden, New Mexico State Purchasing Agent

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



Price Agreement Amendment

Awarded Vendor: 16 Vendors	Number: <u>00-805-19-16787</u> Amendment No.: <u>Two</u> Term: <u>November 13, 2019 – November 12, 2021</u>
Ship To: New Mexico Department of Transportation Various Locations	Procurement Specialist: Michael Saavedra Telephone No.: 505-827-0610 Email: Michael Saavedra@state.nm.us
Invoice: New Mexico Department of Transportation Various Locations	
For questions regarding this contract please contact: Angela Martinez at (505) 570-7940	

Title: DOT General Services Construction

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

FNF Construction was never awarded in this procurement, the reference to it in the prior amendment should be disregarded.

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

Valuric faulk
Mark Hayden, New Mexico State Purchasing Agent

Date: 10/30/2020

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



Price Agreement Amendment

Awarded Vendor: 16 Vendors	Number: <u>00-805-19-16787</u> Amendment No.: <u>One</u> Term: <u>November 13, 2019 – November 12, 2021</u>
Ship To: New Mexico Department of Transportation Various Locations	Procurement Specialist: Michael Saavedra Telephone No.: 505-827-0610 Email: Michael.Saavedra@state.nm.us
Invoice: New Mexico Department of Transportation Various Locations For questions regarding this contract please contact:	
Angela Martinez at (505) 570-7940	

Title: DOT General Services Construction

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 November 13, 2020 to November 12, 2021 at the same price, terms and conditions. Vendor (AB) FNF Construction Inc. has chosen not to renew.

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 Paule

Date:

10/28/2020

Mark Hayden, New Mexico State Purchasing Agent

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

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

CF



State of New Mexico General Services Department

Price Agreement

Awarded Vendor 16 Vendors – See Page 6

Telephone No.

Ship To:

New Mexico Department of Transportation Various Locations

Invoice:

New Mexico Department of Transportation Various Locations

For questions regarding this contract please contact: Angela Martinez at 505-570-7940 Price Agreement Number: 00-805-19-16787

Payment Terms: See Page 6

F.O.B.: <u>Destination</u>

Delivery: See Page 6

Procurement Specialist: Michael Saavedra

Telephone No.: (505) 827-0610

Email: Michael.Saavedra@state.nm.us

Title: DOT General Services Construction

Term: November 13, 2019 - November 12, 2020

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 11/12/2019



Cibola County, NM

Detail vs Budget Report
Account Summary
Date Range: 07/01/2021 - 04/07/2022

		コンドーグエン・コエロ シングロン	402 - ROAD Expense 402-014-416-00076 402-014-416-00079	Account
			EQUIP OPER EXPENSE Road Constr & Maint. CoOp- SP	Name
Report Total:	402 - ROAD Totals:	Expense Totals:	v	
9,801.84	9,801.84	9,801.84	4,618.22 4,773.35 410.27	Encumbrances
469,372.57	469,372.57	469,372.57	180,372.57 273,000.00 16,000.00	Fiscal Budget
0.00	0.00	0.00	0.00 0.00 0.00	Beginning Balance
163,266.53	163,266.53	163,266.53	139,518.90 22,474.15 1,273.48	Total Activity
163,266.53			139,518.90 22,474.15 1,273.48	Ending Balance E
296,304.20	296,304.20	296,304.20	36,235.45 245,752.50 14,316.25	Ending Balance Budget Remaining % Remaining
63.13 %			20.09 % 90.02 % 89.48 %	% Remaining