



## **CIBOLA COUNTY BOARD OF COMMISSIONERS**

Daniel Torrez  
Chairman

Martha Garcia  
1<sup>st</sup> Vice Chairman

Christine Lowery  
2<sup>nd</sup> Vice Chairman

Ralph Lucero  
Commissioner

Robert Windhorst  
Commissioner

### **Regular Commission Meeting Thursday, April 27<sup>th</sup>, 2023 5:00 p.m. Cibola County Commission Chambers**

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

6. **Public Comment**

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

7. **Minutes**

- a. 03.23.2023 Regular Commission Meeting

8. **Reports**

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

9. **Presentation**

- a. FY22 Final Audit Close Out Presentation-Audrey Jaramillo-Jaramillo Accounting Group (J.A.G.)
- b. Update on Legislative Recap & Water Services Program-NW NM Council of Governments-Evan Williams or Angelina Grey
- c. Swearing In Ceremony of Barbara Kohn Deputy Sheriff

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

- a. Consideration of Resolution 2023-24 Acceptance of FY22 Audit Report
- b. Consideration of Resolution 2023-21 Budget Adjustment Number 7
- c. Consideration of Resolution 2023-25 3<sup>rd</sup> Quarter Report
- d. Consideration of Resolution 2023-26 2023 Annual Certified County Maintained Mileage Report

- e. Consideration of School Resource Officer (SRO) Contract Between Cibola County and Grants-Cibola School District MOA-SRO
- f. Consideration of requisitions over \$20,000
  - a. SHI/ HPE 23TB Server Upgrade (2)/I.T. \$77,369.60
  - b. Melloy Dodge/Durango/Sheriff-\$42,403

#### **11. Executive Session-2 Items**

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

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

- a. Pending or threatened litigation 10-15-1 (H) (7)
- b. Real Property 10-15-1 (H) (8)
  - 1. **County Complex-515 W. High Street, Grants, NM 870202**
  - 2. **Bluewater Village Community Center-4 Elm Street**
- c. Personnel 10-15-1 (H) (2)
- d. other specific limited topics that are allowed or authorized under the stated statute;

#### **Motion and Roll Call Vote to Return to Regular Session**

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

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

- a. Direction to Staff Regarding 515 W. High Street Property
- b. Direction to Staff Regarding 4 Elm Street, Bluewater Village, NM

#### **13. Announcements**

The Next Regular Commission Meeting will be on May 25<sup>th</sup>, 2023, at 5:00 p.m.

#### **14. Adjournment**





# 7a. Minutes

## Minutes

03.23.2023

## Regular Commission Meeting

**Regular Commission Meeting**  
**Thursday, March 23<sup>rd</sup>, 2023**  
**5:00 p.m.**  
**Cibola County Commission Chambers**

**Elected Officials Present Staff**

**Daniel Torrez, Chairman**  
**Christine Lowery, 2<sup>nd</sup> Vice Chair**  
**Martha Garcia, Commissioner**  
**Ralph Lucero, Commissioner**

**Kate Fletcher, Manager**  
**Paul Ludi, Finance Director**  
**Natalie Grine, Chief Deputy Clerk**  
**Pricilla Marquez Rec & Filing**

**1. Call to Order**

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

**2. Roll Call**

Chairman Torrez does roll call, Commissioner Windhorst was absent.

**3. Pledge of Allegiance**

Led by Commissioner Lucero, recited by all.

**4. Prayer**

Led by Commissioner Garcia.

**5. Approval of Agenda**

Motion to approve agenda made by Commissioner Lowery.  
Second made by Commissioner Lucero 4-0 affirmative.

**6. Public Comment**

No Public comment.

**7. Minutes**

a. **2-23-2023 Regular Commissiong Meeting**

b. **3-03-2023 Special Commission Meeting.**

Motion to approve Minutes for items a and b, made by Commissioner Lucero.  
Second made by Commissioner Lowery 4-0 affirmative.

**8. Reports**

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

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

a. **Consideration of Amendment to the Opioid Remediation Collaborative Joint Powers Agreement.**

Motion to approve Item A. made by Commissioner Lucero.  
Second made by Commissioner Garcia. 4-0 affirmative.

- b. Appointment of Delegate/Alternate to Opioid Remediation Collaborative.**  
Motion to approve Item B. with Commissioner Lucero nominated Commissioner Lowery to Delegate / and Alternat Kate Fletcher to Opioid Remediation Collaborative.  
Second made by Commissioner Garcia 4-0 affirmative.
- c. Consideration of Resolution 2023-22 Letter and Grant Agreement for 2<sup>nd</sup> Extension Request for NMDOT Local Government Transportation Project Fund (LGTPF) Grant Agreement Contract# D18387 Control# LP60001 for CR-18b.**  
Motion to approve item C. made by Commissioner Garcia.  
Second made by Commissioner Lowery. 4-0 affirmative.
- d. Consideration of Resolution 2023-23 Establishing Master Key Policy for Roosevelt Ave. Complex.**  
Motion to approve item D. made by Commissioner Lucero.  
Second made by Commissioner Lowery. 4-0 affirmative.
- e. Consideration of County Road 5 Project-ACROW Bridge Change # 1-Increase Bridge Span from 70 ft. to 80 ft. Bridge- \$30,000 Increase to Purchase Order.**  
Motion to approve item E. made by Commissioner Garcia.  
Second made by Commissioner Lowery. 4-0 affirmative.
- f. Consideration of Agreement with the County of Valencia to Serve as a Fiscal Agent for the Highland Meadows Fire District on behalf of the Pueblo of Laguna.**  
Motion to approve item F made by Commissioner Lucero.  
Second made by Commissioner Lowery 4-0 affirmative.
- g. Consideration for Staff to Travel Outside of NM to Attend Eagle View Pictometry Annual Event in San Antonio.**  
Motion to approve item G. made by Commissioner Garcia.  
Second by Commissioner Lowery. 4-0 affirmative.
- h. Consideration to Grant Right of Away Easement for Electric and Fiber Optic to Continental Divide, and Energy and Telecommunication Cooperative, to move the location of the service and upgrade the primary location of the transformer at the New Public Safety Building**  
Motion to approve item H. made by Commissioner Lowery.  
Second by Commissioner Lucero. 4-0 affirmative.
- i. Consideration of Requisitions over \$20,000.**
- a.** Artesia Fire Equipment/ Wildfire Equip., Protective Gear and Clothing/Laguna Fire Dept. \$20,894.33.
  - b.** Atmosphere Comm Interiors/PSB Furn./ PSB-Projects/\$173,603.69.
  - c.** Chalmer's Ford/ 3-Ford Ranger Pickup Trucks/Road/\$112,593.
  - d.** Collier's International/Survey/CR-5 Project/\$23,810.
  - e.** Summit Fire and Security/Audio Video Upgrade/Data Processing/ \$42,014.17.
- Motion to approve Items, A, B, C, D, and E, Made by Commissioner Lucero.  
Second by Commissioner Lowery. 4-0 affirmative.

**10. Executive Session**

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

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

- a. Pending or threatened litigation §10-15-1 (H) (7)  
**ZMT Quartz Hill Trail Meditation between Cibola County and Reineke Construction, LLC**
  - b. Real Property §10-15-1 (H) (8)  
**13<sup>th</sup>, District Court, 700 E. Roosevelt, Suite 60, Grants, NM 87020**
  - c. Personnel §10-15-1 (H) (2)
  - d. Other specific limited topics that are allowed or authorized under stated statute.
- Motion made by Commissioner Lucero to go into Executive Session, at 5:46 p.m.  
Second by Commissioner Garcia 4-0 affirmative.

**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 Motion For Closure, and That No Final Action Was Taken, As Per New Mexico Statutes Section §10-15-1.**

Motion made to return to Regular Session was made by Commissioner Lowery at 6:30 p.m.  
Second by Commissioner Lucero 4-0 affirmative.

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

**a. Direction to Staff Regarding Quartz Hill Settlement**

Motion to approve Direction of staff Regarding Quartz Hill Settlement by Commissioner Garcia  
Second by Commissioner Lucero 4-0 affirmative.

**b. Direction to Staff Regarding Temporarily Relocating Magistrate Court to District Court.**

Motion to Temporarily Relocate Magistrate Court to District Court with Commissioner Torrez Voting no, Commissioner Lucero voting no, Commissioner Garcia voting no, and Commissioner Lowery voting yes, 1-3 affirmative.

**12. Announcements**

Cibola County Offices Will Be Closed, Friday April 7<sup>th</sup>, 2023, In Observation of Eater Holiday. The Next Regular Commission Meeting will be April 27<sup>th</sup>, 2023, at 5:00 p.m.

**13. Adjournment**

**Chaiman Torrez Adjourned the Meeting at 6:34 p.m.**



**PASSED, APPROVED, and ADOPTED** this 27th, day of April 2023

BOARD OF COUNTY COMMISSIONERS

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**Daniel Torrez**, Chairman

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**Martha Garcia**, 1<sup>st</sup> Vice Chairman

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**Christine Lowery**, 2<sup>nd</sup> Vice Chairman

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**Robert Windhorst**, Commissioner

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**Ralph Lucero**, Commissioner

**ATTEST:**

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**Michelle E. Dominguez**, Cibola County Clerk

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

**SEAL**



## 8a. Reports

# Budget and Finance Report

As of March 31, 2023





# Cibola County Commission Meeting

## April 27, 2023

Daniel Torrez, Chairman  
Martha Garcia, 1<sup>st</sup> Vice-Chair  
Christine Lowery, 2<sup>nd</sup> Vice Chair  
Robert Windhorst, Commissioner  
Ralph Lucero, Commissioner  
Kate Fletcher, County Manager







# Finance Report

As of March 31, 2023







# Finance Updates



- Finance Reports & Budgets located on Finance Department webpage
- We are reconciled through March 31, 2022, for our Main Operating account (except for last audit finding amount) and the Treasurer's office has the Tax operating account reconciled through March 31, 2022.
- Budget Meetings with Departments going well. Will have interim budget ready for review before next commission meeting.

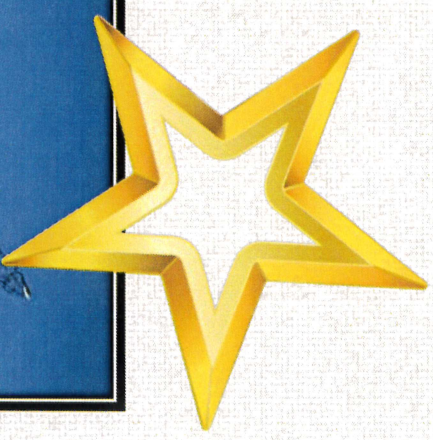
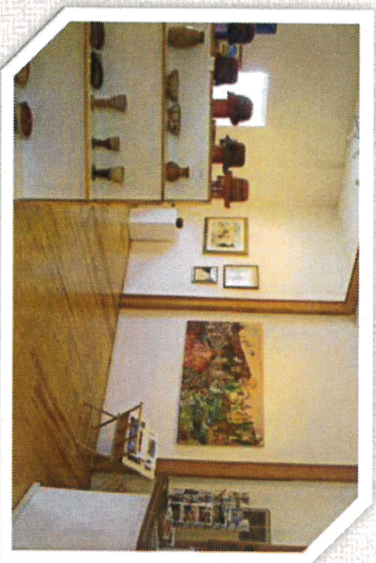




# Outside Agency Recognition

## El Morro Arts Council

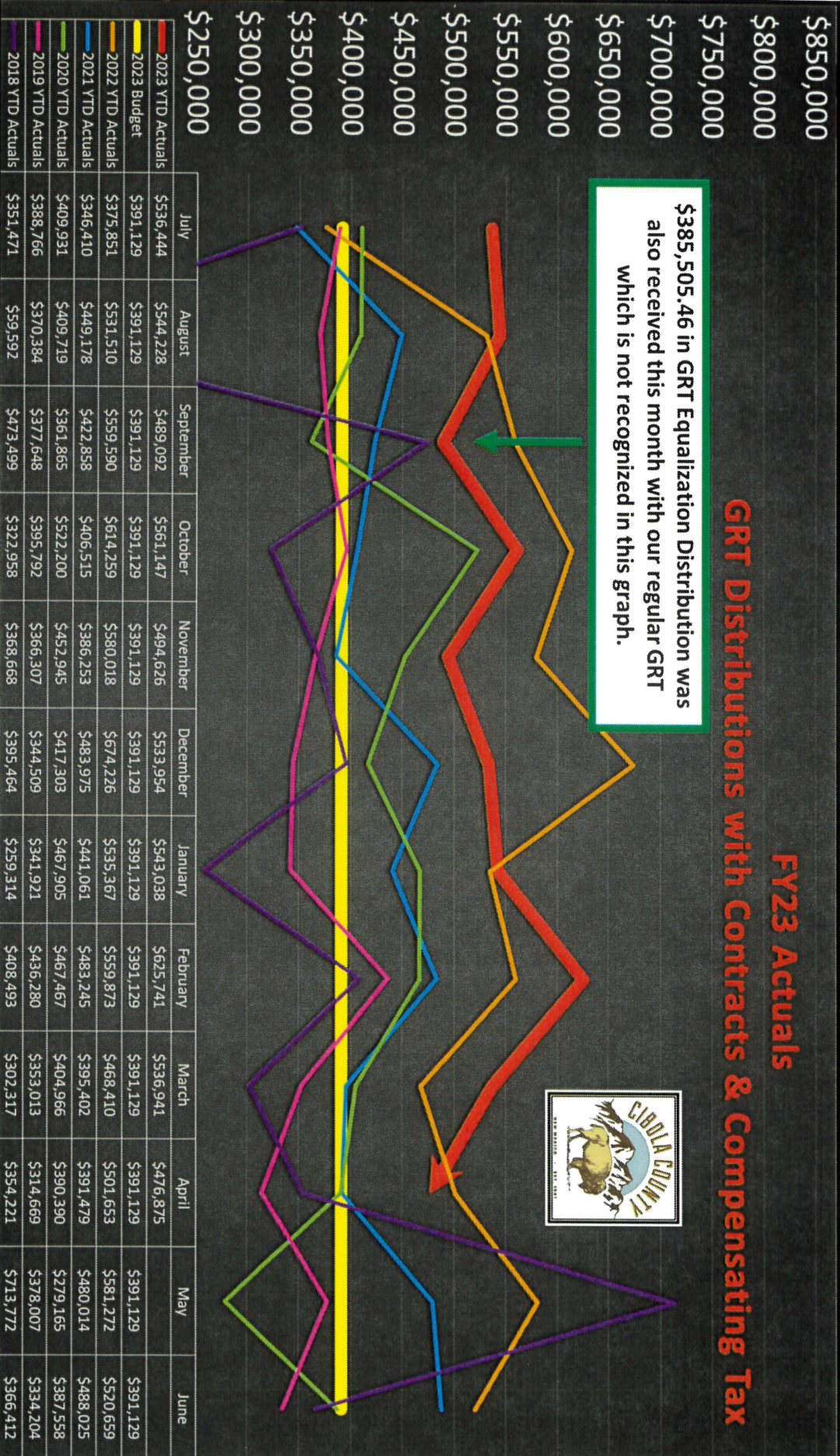
- On time and correct reporting
- Wonderful times for all who visit
- Excellent activities
- Excellent marketing





# **FY23 Actuals** **GRT Distributions with Contracts & Compensating Tax**

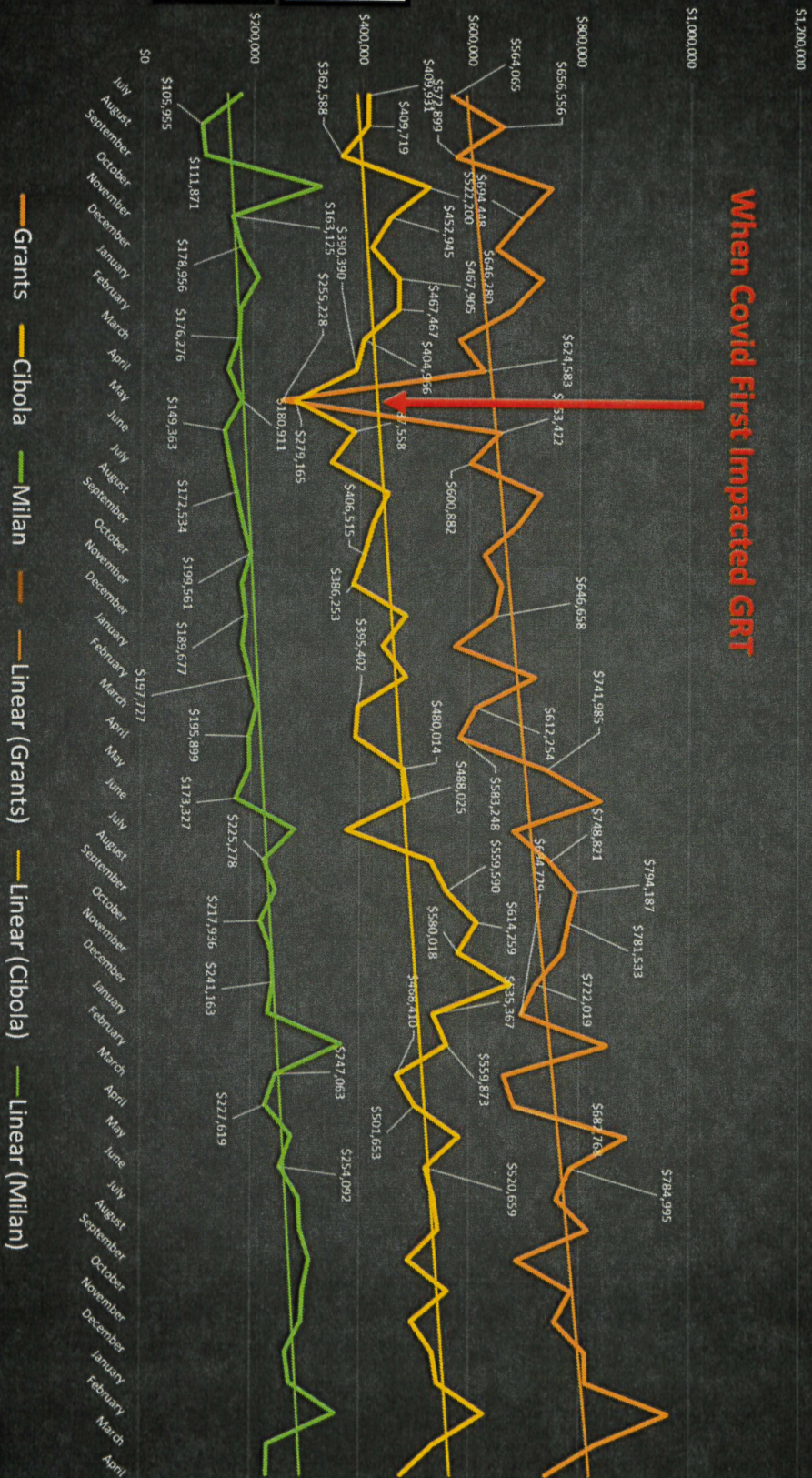
\$385,505.46 in GRT Equalization Distribution was also received this month with our regular GRT which is not recognized in this graph.





# Comparison of Net GRT including Contracts (Intercepts), Compensating Tax, & Industry Tax GRT After COVID

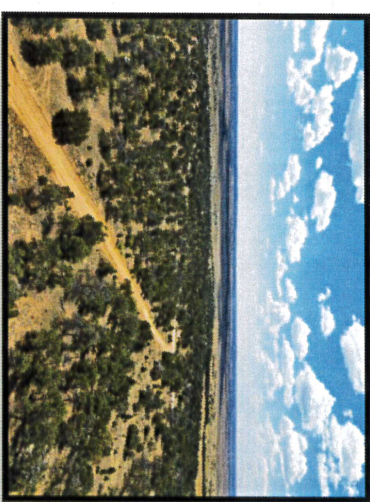
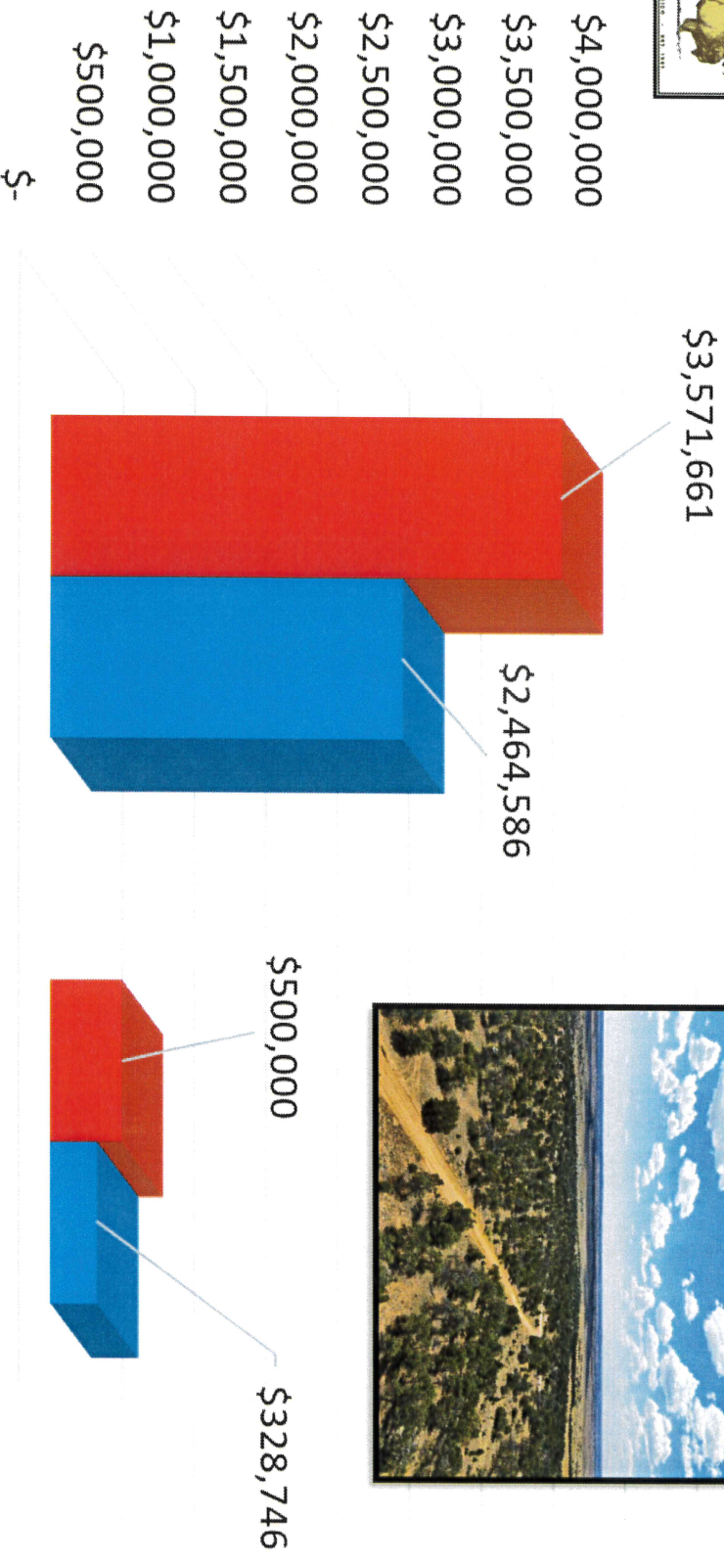
When Covid First Impacted GRT







# Property Tax Collections



■ FY 2023 Budget Projection

■ March 31, 2022 Actuals





## Cibola County Monthly Report - As of March 31, 2023

Active Funds	Beginning Cash Balance	Beginning Investments	YTD Revenues	YTD Transfers	YTD Expenditures	YTD Adjustments	Ending Cash & Investments
101 - INVESTMENT FUND	\$0.00	\$5,285,906.98	\$102,561.10	\$0.00	\$0.00	\$0.00	\$5,388,468.08
401 - GENERAL FUND	\$9,012,458.86	\$0.00	\$6,083,509.96	(\$3,704,675.52)	(\$6,005,551.57)	\$17,517.27	\$5,403,259.00
402 - ROAD	\$814,170.53	\$0.00	\$835,880.17	\$826,419.00	(\$2,330,093.81)	\$799.75	\$147,125.64
403 - FARM & RANGE	\$9,899.90	\$0.00	\$0.00	\$0.00	(\$8,998.83)	\$0.00	\$901.07
406 - INDIGENT	\$459,403.84	\$0.00	\$509,236.35	\$0.00	(\$285,212.41)	\$0.00	\$683,427.78
407 - SAN RAFAEL VFD	\$229,690.84	\$0.00	\$211,844.59	(\$142,460.59)	(\$34,412.52)	\$0.00	\$244,662.32
408 - BLUEWATER VFD	\$135,419.50	\$0.00	\$105,855.00	(\$152,460.59)	(\$107,064.87)	\$0.00	\$118,518.63
409 - LOBO CANYON VFD	\$186,334.33	\$0.00	\$0.00	\$0.00	(\$35,171.06)	\$0.00	\$313,623.86
413 - LAGUNA EMS	\$9,745.10	\$0.00	\$13,110.00	\$0.00	(\$4,760.77)	\$0.00	\$18,094.33
415 - PINEHILL EMS	\$9,792.83	\$0.00	\$10,325.00	\$0.00	(\$8,778.78)	\$0.00	\$11,339.05
416 - FENCE LAKE VFD	\$490,625.06	\$0.00	\$63,871.42	\$10,000.00	(\$27,585.41)	\$0.00	\$536,911.07
418 - CANDY KITCHEN VFD	\$334,043.34	\$0.00	\$129,376.00	(\$28,195.00)	(\$58,503.26)	\$0.00	\$376,721.08
419 - LAGUNA VFD	\$449,068.86	\$0.00	\$593,392.00	\$0.00	(\$177,646.37)	\$0.00	\$864,814.49
421 - FENCE LAKE EMS	\$0.00	\$0.00	\$1,500.00	\$0.00	(\$564.84)	\$0.00	\$935.16
424 - CUBERO VFD	\$137,319.55	\$0.00	\$201,255.00	(\$3,789.00)	(\$32,229.75)	\$0.00	\$302,555.80
425 - CUBERO EMS	\$5,161.04	\$0.00	\$5,000.00	\$0.00	(\$7,780.78)	\$0.00	\$2,380.26
427 - EL MORRO VFD	\$172,599.20	\$0.00	\$64,847.49	\$10,000.00	(\$42,619.79)	\$0.00	\$204,826.90
428 - SUPERIOR AMBULANCE	\$8,709.96	\$0.00	\$18,562.00	\$0.00	(\$8,765.96)	\$0.00	\$18,506.00
429 - CIBOLA ADMIN EMS	\$0.00	\$0.00	\$1,500.00	\$0.00	(\$186.00)	\$0.00	\$1,314.00
435 - CONSOLIDATED DISPATCH	\$337,919.23	\$0.00	\$928,645.79	(\$4,000.00)	(\$1,076,485.38)	\$0.00	\$246,069.64
438 - DWI GRANT	\$7,141.44	\$0.00	\$71,366.44	\$0.00	(\$884.30)	\$0.00	\$77,623.58
439 - DWI DISTRIBUTION	\$81,453.49	\$0.00	\$253,357.21	\$0.00	(\$166,883.14)	\$0.00	\$167,927.56
475 - COUNTY FIRE PROTECTION	\$1,046,419.40	\$0.00	\$192,103.99	(\$60,000.00)	(\$24,804.22)	\$0.00	\$1,153,719.17
500 - CLERK RECORDING/FILING	\$75,210.46	\$0.00	\$30,132.00	\$0.00	(\$14,255.73)	\$0.00	\$91,086.73
569 - 2014A BOND INCOME FUND	\$0.00	\$0.00	\$963,324.06	\$0.00	(\$114,902.31)	\$0.00	\$848,421.75
570 - 2014B BOND INCOME FUND	\$0.00	\$0.00	\$1,571,392.20	\$0.00	(\$523,453.34)	\$0.00	\$1,339,938.86
575 - MMFA LOANS	\$0.00	\$1,969,750.10	\$14,692.68	\$277,709.95	(\$1,664,982.33)	\$0.00	\$597,170.40
603 - EMERGENCY MANAGEMENT	\$785.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$785.00
604 - FIRE MARSHAL	\$32,904.88	\$0.00	\$155,140.68	(\$13,286.00)	(\$74,514.82)	\$0.00	\$100,244.74
605 - LAW ENFORCEMENT PROTECTION	\$305.98	\$0.00	\$60,000.00	(\$19,997.00)	(\$19,915.12)	\$0.00	\$20,993.86
606 - NMDOT LOCAL GOV. TRANS. GRANT	\$870,047.47	\$0.00	\$0.00	\$0.00	(\$63,865.63)	\$0.00	\$806,181.84
607 - QUARTZ HILL PROJECT	\$57,802.60	\$0.00	\$39,764.73	\$0.00	\$0.00	\$0.00	\$97,667.33
614 - DETENTION CENTER	\$27,891.96	\$0.00	\$2,362,071.72	\$1,550,000.00	(\$3,684,148.60)	(\$87,100.58)	\$168,714.50
620 - 1% REAPPRAISAL FUND	\$29,708.42	\$0.00	\$62,970.50	\$48,104.57	(\$102,423.82)	\$0.00	\$38,959.67
647 - LATCF GRANT	\$0.00	\$0.00	\$3,151,902.50	\$0.00	\$0.00	\$0.00	\$3,151,902.50
648 - TPF COUNTY ROAD GRANTS FUND	\$0.00	\$0.00	\$1,900,000.00	\$0.00	(\$527,298.85)	\$0.00	\$1,672,701.15
649 - AMERICAN RESCUE PLAN ACT	\$2,148,534.39	\$0.00	\$2,590,653.00	\$0.00	(\$1,412,644.80)	\$0.00	\$3,326,542.59
650 - NMFA COMP. & LEAD GRANT	\$26,566.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,566.00
651 - CAPITAL OUTLAY PROJECTS	\$58,464.53	\$0.00	\$3,258,575.48	\$1,117,400.00	(\$3,911,510.51)	\$0.00	\$522,829.90
TOTALS-	\$17,265,598.39	\$7,255,657.08	\$26,557,719.06	\$0.00	(\$21,897,009.68)	(\$68,783.56)	\$29,113,181.29

- Transfers Equal Zero
- General Fund is Strong
- Adjustments are Accruals from Balance Sheet which are not Cash.
- No Fund Deficits
- On track for General Fund growth at year end, dependent upon reimbursement timing from capital outlay loans





# Budget Adjustment #7

TYPE OF BAR OR STATE (S)	COUNTY DEPARTMENT	REVENUE EXPENDITURE TRANSFER (TO or FROM)	CIBOLA COUNTY ACCOUNT#	DESCRIPTION OF ACCOUNT	APPROVED BUDGET	ADJUSTMENT	ADJUSTED BUDGET	PURPOSE
S	Pinehill EMS	Expenditure	415-021-427-00082	Safety Equipment	\$5,417.22	\$5,921.03	\$11,339.05	Align budget authority with fund balance to spend to the penny
S	Road	Revenue	402-25-300-52200	GRT Hold Harmless 1/8 (.125)	\$487,040.00	\$275,000.00	\$762,040.00	Revenue Exceeds projection
S	Capital Outlay	Expenditure	651-085-460-10108	Grant Management (COG) 22-ZG5032-8 Expense	\$0.00	\$50,000.00	\$50,000.00	New Appropriation to assist Cibola with Grant Writing by the COG
S	Capital Outlay	Revenue	651-75-300-10202	Grant Management Appropriation Revenue 22-ZG5032-9	\$0.00	\$50,000.00	\$50,000.00	New Appropriation to assist Cibola with Grant Writing by the COG
S	LEPF	Transfer Out	605-035-455-40575	From 605 to 575	\$20,000.00	(\$3.00)	\$19,997.00	Have to get exact transfer amount to expend all LEPF.
S	LEPF	Transfer In	575-111-499-09505	From 605 to 575	\$20,000.00	(\$3.00)	\$19,997.00	Have to get exact transfer amount to expend all LEPF.
S	LEPF	Expenditure	605-035-455-00028	Capital Outlay	\$20,284.88	\$108.98	\$20,393.86	To increase account to expend all LEPF to the penny.
S	GF	Transfer Out	401-011-499-09575	From 401 to 575	\$0.00	\$217,010.00	\$217,010.00	Need to budget authority to transfer of HVAC payment to NMFA fund from GF
S	NMFA	Transfer In	575-011-499-00401	From 401 to 575	\$0.00	\$217,010.00	\$217,010.00	Need to budget authority to transfer of HVAC payment to NMFA fund from GF
S	Superior	Expenditure	428-021-424-00082	Safety Equipment	\$19,409.96	\$7,862.00	\$27,271.96	Increase to spend carryover which wasn't budgeted
S	EMS	Expenditure	425-021-433-00151	Reversion of Funds to the State	\$0.00	\$2,550.00	\$2,550.00	Reversion was needed per DOH
S	Emergency Management	Transfer Out	603-076-499-09112	From 603 to 401	\$0.00	\$785.00	\$785.00	Move balance from Fund 603 back to GF
S	GF	Transfer In	401-011-499-00603	From 603 to 401	\$0.00	\$785.00	\$785.00	Move balance from Fund 603 back to GF
S	GF	Revenue	401-15-360-18100	Interest On Delinquent Taxes	\$1,641.00	\$550.00	\$2,191.00	Revenue Exceeds projection
S	GF	Revenue	401-15-360-18200	Penalty On Delinquent Taxes	\$2,512.00	\$1,000.00	\$3,512.00	Revenue Exceeds projection
S	GF	Revenue	401-15-360-30800	GRT Environmental Prot. (.125)	\$87,008.00	\$32,000.00	\$119,008.00	Revenue Exceeds projection
S	GF	Revenue	401-15-360-41000	GRT 3rd 1/8 (.125)	\$487,040.00	\$175,000.00	\$662,040.00	Revenue Exceeds projection
S	GF	Revenue	401-15-360-41100	GRT Infra-Structure (.125)	\$91,247.00	\$32,000.00	\$123,247.00	Revenue Exceeds projection
S	GF	Expenditure	401-001-401-11261	Service & Admin Charges	\$15,211.00	\$7,000.00	\$22,211.00	Expenditure exceeds projection
S	TPF	Expenditure	648-201-461-00118	County Road 5 Grant Disbursement	\$1,950,000.00	(\$50,000.00)	\$1,900,000.00	Grant was \$1,900,000 not \$1,950,000
S	GF	Revenue	401-10-310-05000	Penalty & Interest	\$160,000.00	\$55,000.00	\$215,000.00	Revenue Exceeds projection
S	GF	Transfer Out	401-011-499-09402	From 401 to 402	\$626,419.00	\$200,500.00	\$826,919.00	Increase authority for vehicles that are coming in and correct deficit due to unreconciled coop projections





# Budget Adjustment #7 cont.

TYPE OF BAR LOCAL (L) OR STATE (S)	COUNTY DEPARTMENT	REVENUE EXPENDITURE TRANSFER (TO or FROM)	CIBOLA COUNTY ACCOUNT#	DESCRIPTION OF ACCOUNT	APPROVED BUDGET	ADJUSTMENT	ADJUSTED BUDGET	PURPOSE
S	Road	Transfer In	402-016-499-09401	From 401 to 402	\$626,419.00	\$200,500.00	\$826,919.00	Increase authority for vehicles that are coming in and correct deficit due to unreconciled coop projections.
S	Indigent	Revenue	406-55-300-41000	GRT 2nd 1/8th (.125)	\$487,040.00	\$170,000.00	\$657,040.00	Revenue Exceeds projection
S	Indigent	Revenue	406-56-360-18100	Interest On Delinquent Taxes	\$1,027.00	\$500.00	\$1,527.00	Revenue Exceeds projection
S	Indigent	Revenue	406-56-360-18200	Penalty On Delinquent Taxes	\$1,955.00	\$650.00	\$2,605.00	Revenue Exceeds projection
S	San Rafael VFD	Revenue	407-30-300-26200	Reimbursement	\$0.00	\$150.00	\$150.00	Unforeseen revenue
S	Fence Lake VFD	Revenue	416-30-300-26100	Refunds	\$0.00	\$20.00	\$20.00	Unforeseen revenue
S	El Morro VFD	Revenue	427-30-300-26200	Reimbursement	\$0.00	\$1,000.00	\$1,000.00	Unforeseen revenue
S	Cibola Admin EMS	Expenditure	429-021-427-00024	Building & Grounds Maint & Repal	\$0.00	\$36.00	\$36.00	Unforeseen expense
S	E-911	Revenue	435-65-360-18100	Interest On Delinquent Taxes	\$299.00	\$3,200.00	\$3,499.00	Revenue Exceeds projection
S	E-911	Revenue	435-65-360-18200	Penalty On Delinquent Taxes	\$2,080.00	\$1,525.00	\$3,605.00	Revenue Exceeds projection
S	E-911	Revenue	435-65-360-41600	GRT Emergency Communications (.25)	\$891,713.00	\$350,000.00	\$1,241,713.00	Revenue Exceeds projection
S	E-911	Revenue	435-65-300-26100	Refunds	\$235.00	\$350.00	\$585.00	Unforeseen additional revenue
S	1/4% Fire Protection	Revenue	475-50-300-41000	GRT Fire Protection Excise Tax (.25)	\$182,494.00	\$73,000.00	\$255,494.00	Revenue Exceeds projection
S	1/4% Fire Protection	Revenue	475-51-360-18100	Interest On Delinquent Taxes	\$713.00	\$200.00	\$913.00	Revenue Exceeds projection
S	1/4% Fire Protection	Revenue	475-51-360-18200	Penalty On Delinquent Taxes	\$607.00	\$550.00	\$1,157.00	Revenue Exceeds projection
S	2014 A Bonds	Revenue	569-99-300-00314	GRT Hold Harmless (1/4)	\$974,079.00	\$320,000.00	\$1,294,079.00	Revenue Exceeds projection
S	2014 A Bonds	Revenue	569-99-360-18100	Interest On Delinquent Taxes	\$3,080.00	\$1,300.00	\$4,380.00	Revenue Exceeds projection
S	2014 A Bonds	Revenue	569-99-360-18200	Penalty On Delinquent Taxes	\$5,865.00	\$1,850.00	\$7,715.00	Revenue Exceeds projection
S	2014 B Bonds	Revenue	570-99-300-41300	GRT 1st 1/8 & 1/16	\$730,560.00	\$285,000.00	\$1,015,560.00	Revenue Exceeds projection
S	2014 B Bonds	Revenue	570-99-360-18100	Interest On Delinquent Taxes	\$1,540.00	\$750.00	\$2,290.00	Revenue Exceeds projection
S	2014 B Bonds	Revenue	570-99-360-18200	Penalty On Delinquent Taxes	\$2,933.00	\$1,000.00	\$3,933.00	Revenue Exceeds projection
S	Fire Marshal	Revenue	604-30-300-26200	Reimbursement	\$30,000.00	\$500.00	\$30,500.00	Revenue Exceeds projection





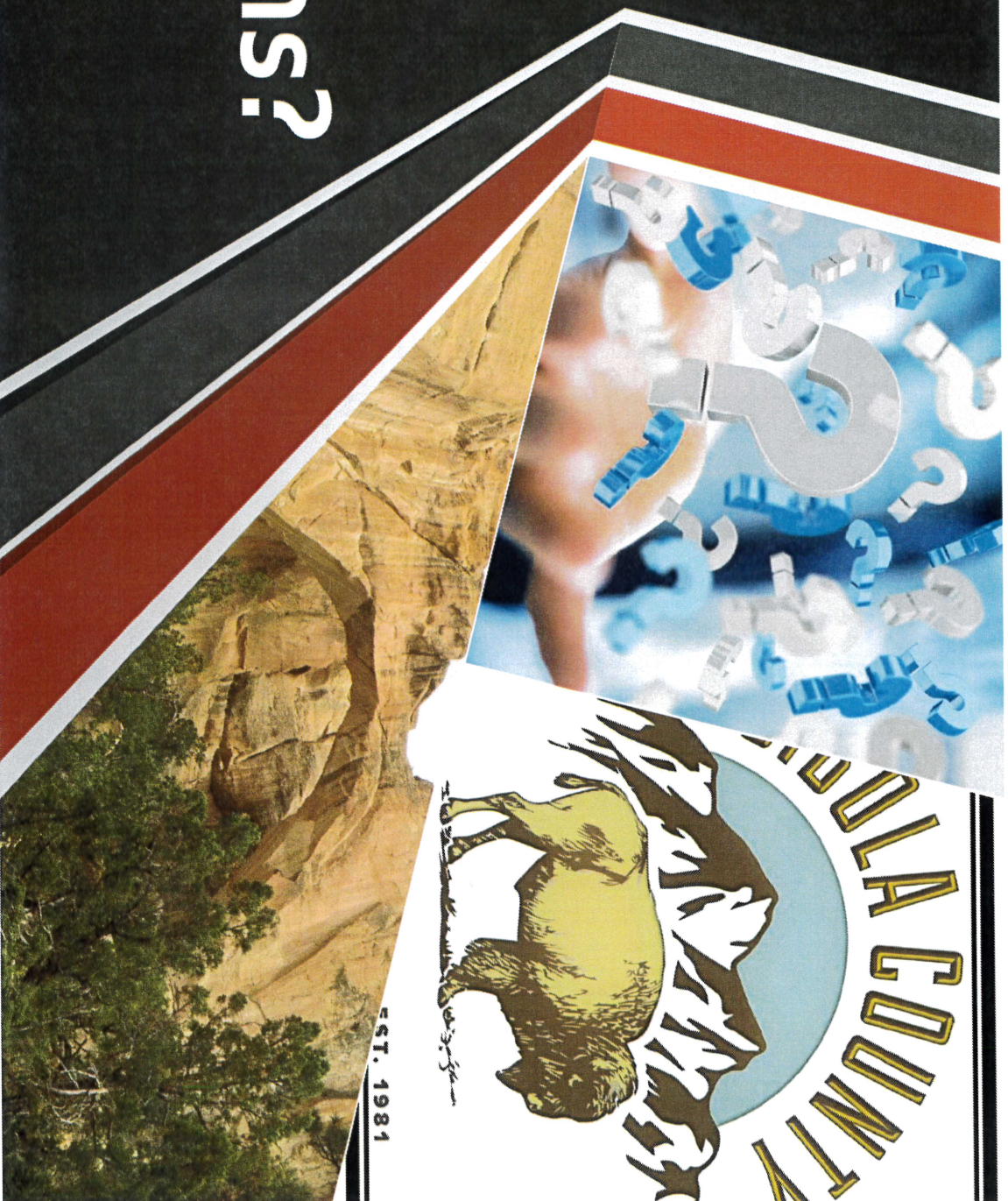
# Monthly Question

What is the Farm & Range Fund used for in Cibola County?

**ANSWER –** The Farm and Range Fund is funded with grazing fees and leases of federal lands and distributed to County's in the contiguous Western States by the Federal Government. It is used in Cibola County for predatory animal control.



# The End Questions?



## Slide Outline and Notes of Cibola County Finance Report

### **From July 1, 2022, through March 31, 2023, Finance Report**

Commission Meeting April 27, 2023

#### **Finance Report Cover Page**

#### **Finance Updates**

- Finance Reports & Budgets located on Finance Department webpage
- We are reconciled through March 31, 2022, for our Main Operating account (except for audit amount) and the Treasurer's office has the Tax operating account reconciled through March 31, 2022.

- Budget Meetings with Departments are going well and are on track to meet submission deadlines. Kate will be reviewing with each Commissioner individually before next meeting. Remember – this is only the interim budget which allows us to hit the ground running on July 1<sup>st</sup>. For our final budget we will also hold a public workshop for public input before it is finalized. We will post notice of this on the county website sometime in July before the July commission meeting.

#### **El Morro Arts Council**

Wonderful job to El Morro Arts Council for spending their taxpayer dollars from Cibola on allowable expenditures and making the reporting understandable. Kudos!

#### **GRT Tracker**

Here is our Gross Receipts history and the red line designates this fiscal year's GRT up through April of 2023.

Our budgeted projection is that bold straight yellow line. We budgeted conservatively at a 3 year average of FY19, FY20, and FY21 average. The GRT will be adjusted as we track them. We budgeted conservatively to ensure a balanced budget with our expenditures.

We received an additional \$385,505.46 in GRT Equalization Distribution on top of our regular GRT in September. This GRT Equalization Distribution is dedicated to paying our 2014 Series B Revenue Bonds for the County Building. Pursuant to NMSA 1978 Section 7-1-6.16, "it is formula driven by the product of a fraction, the numerator of which is the county's population and the denominator of which is the state's population, multiplied by the annual sum for the county; less (2) the net receipts received by the department during the report year, including any increase or decrease made pursuant to Section 7-1-6.15 N.M. Stat. Ann., attributable to the county gross receipts tax at a rate of one-eighth percent; provided that for any month in the report year, if no county gross receipts tax was in effect in the county in the previous month, the net receipts, for the purposes of this section, for that county for that month shall be zero. B. If the amount determined by the calculation in Subsection A of this section is zero or a negative number for a county, no distribution shall be made to that county".

The other lines represent the last 5 years as you can see in the legend.

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

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

The Correctional GRT is dedicated to our inmate costs in the Detention Fund  
The Environmental GRT pays the Northern New Mexico solid waste authority  
The Hold Harmless is dedicated to paying our Series 2014A Bonds which built the detention center  
The County Infrastructure is dedicated for general purposes in the general fund  
The Fire Protection GRT is dedicated in our County Fire Protection Fund  
Our County Share GRT is split to 3 funds. Our Indigent Fund, 2014 B Bond Fund, and general fund

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

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

#### **GRT Tracker – All Entities**

This slide is to show how the County's GRT compares to our surrounding municipalities. We are all trending upwards. This data may be a little different on how the other entities reports as we like to add our contract amounts back in (they are taken out before our GRT hits our coffers) as well as add the compensating and industry tax into our numbers. This is over three years' worth of data.

#### **Property Taxes**

Here we have our property tax collections. This is just the county portion. The City, Village, Schools, Hospital and Special Districts each has their own property tax mill levy rate which is set by election or by resolution and the County Treasurer is the mechanism to collect these taxes and then they are distributed to each entity according to their respective rates sort of like how GRT is set by election or ordinance by each entity.

#### **March 31, 2022 - Monthly Report**

Here is our March 31, 2022, monthly financial report. As you can see, we are maintaining our investments and required reserves. We keep all our bond and state reserves in our investment fund so we will not dip into them. Our general fund is in great shape, and we are strong with operating cash. Our adjustments are just accounts receivables, payables and other accruals which are not cash but on our balance sheets. This is normal.

Our transfers equal zero which is mandatory.

We have no fund deficits so every fund is being managed properly.

This 3<sup>rd</sup> quarter is approvable by Department of Finance and Administration.

Shout out to all the departments managing their budgets! Great job.



- The **pooled cash report** gives what our beginning and ending cash balances should be if they are reconciled to the bank statement. This is why I usually pull my reports after the 15<sup>th</sup> of each month.
- The **Detail Vs. Budget report** gives the revenue, transfer, and expenditure activity.
- The **balance sheets** give us our adjustments to get from pooled cash to pooled cash and gives us our investments.

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

#### **Budget Adjustment #7**

We have several adjustments in this 3<sup>rd</sup> quarter. They are mostly to increase our higher than projected GRT revenues and others are to get our budget authority realigned, which is normal. The budget is a living document and when there are oversights or unplanned increases, budget adjustments can be made pursuant MSA 1978 6-6-2 and are normal for local governments. Justifications are noted on the right-hand side.

#### **Budget Adjustment #7 continued**

Budget adjustments continued.

#### **Monthly Question**

What is the Farm & Range Fund used for in Cibola County?

ANSWER – The Farm and Range Fund is funded with grazing fees and leases of federal lands and distributed to County's in the contiguous Western States by the Federal Government. In Cibola County, it is used for predatory animal control.

#### **The End – Questions from governing body**





# 9a. Presentation

## FY22 Final Audit Close Out

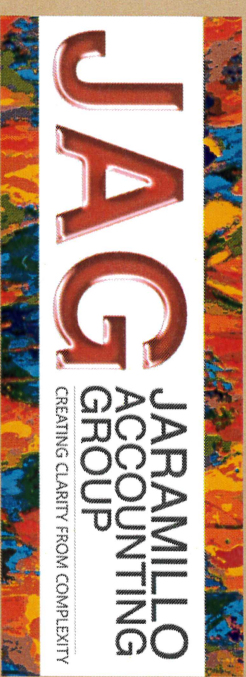
Presented by Audrey Jaramillo-JAG Accounting  
Firm



Results of June 30, 2022 Audit -  
Presentation to Governance in  
an Open Meeting

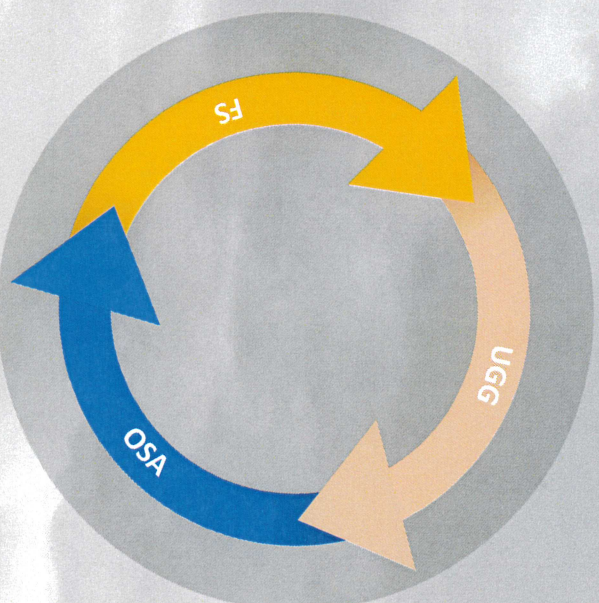


*April 27, 2023*



Scott Eliason, CPA  
Partner





## Scope of the Audit –

### Components of the County's Audit



## Planned Scope of the Audit

As the auditors for the County:

We take a risk-based approach to our audit procedures:

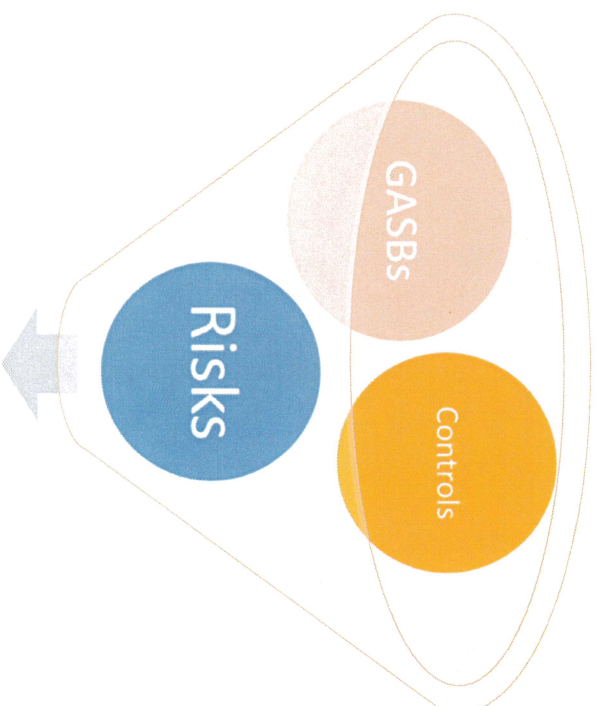
Specifically, significant risks of material misstatement whether due to error or fraud. Our preliminary risk assessment has not identified significant risks of material misstatement for the County.

The first couple of days in the field are dedicated to assessing risks of material misstatement, determining audit approach, etc. in accordance with the audit risk standards. This phase is known as the design and implementation (D&I) phase.

After the D&I phase is completed, we complete the internal control testing, followed by substantive and analytic tests of account balances, compliance, and assistance with preparation of the County's financial statements.



## Scope of the Audit – Risk Based Approach / Changes



6

**Audit Approach**

**Sampling**

**Not to Detect Fraud**



## Timing of the Audit

- Planning: July 2022
- Document Design and Implementation of the County's Internal Control Structure and Testing & Compliance Testing: July / August 2022
- Single Audit Testing (CoronaVirus Relief Fund) October 2022
- Account Balance Testing: November 2022
- County Financial Statements Submitted to OSA – December 1, 2022. Released by State Auditor on February 8, 2023.



Plan - July 2022

Test – July/August, October/November 2022

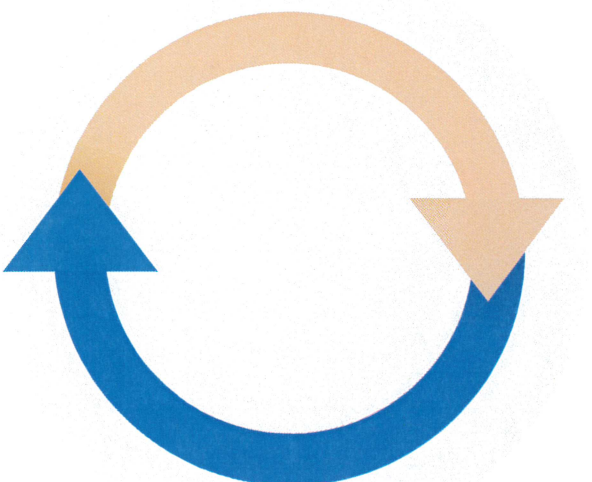
Report - December 1, 2022



# Independence



JAG is independent of  
the County.



We are not aware of  
any relationships JAG  
or its team have with  
the County that would  
impair our  
independence.





## Auditor's Opinions and Report



# Findings

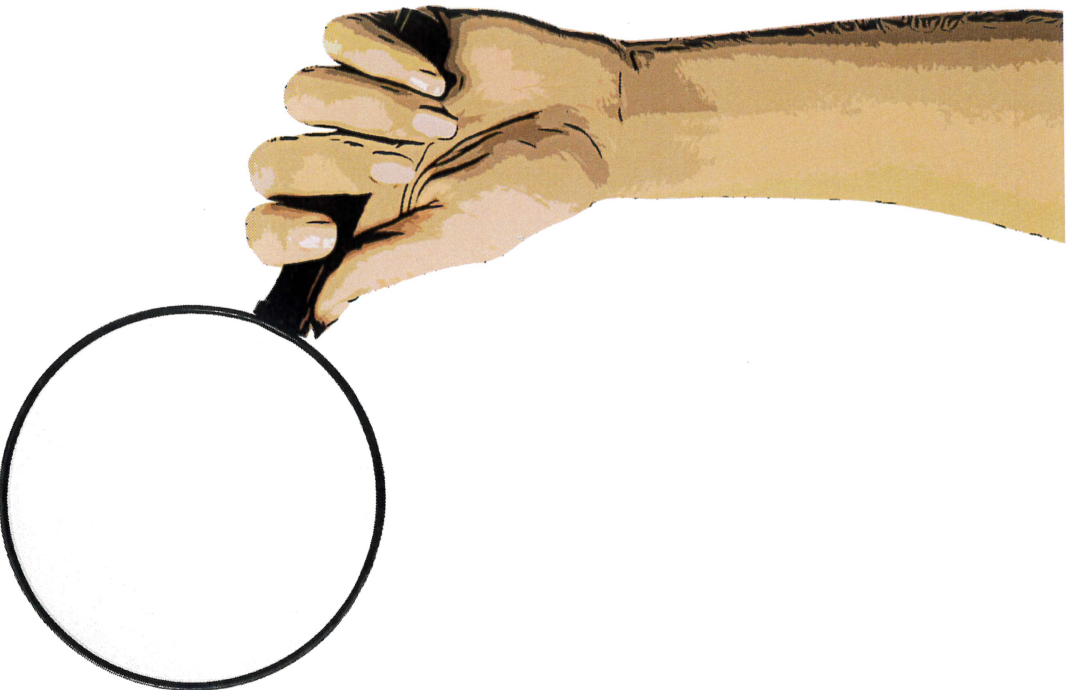
## ✓ Prior Year Findings:

1 Repeated in current year. 2 Resolved

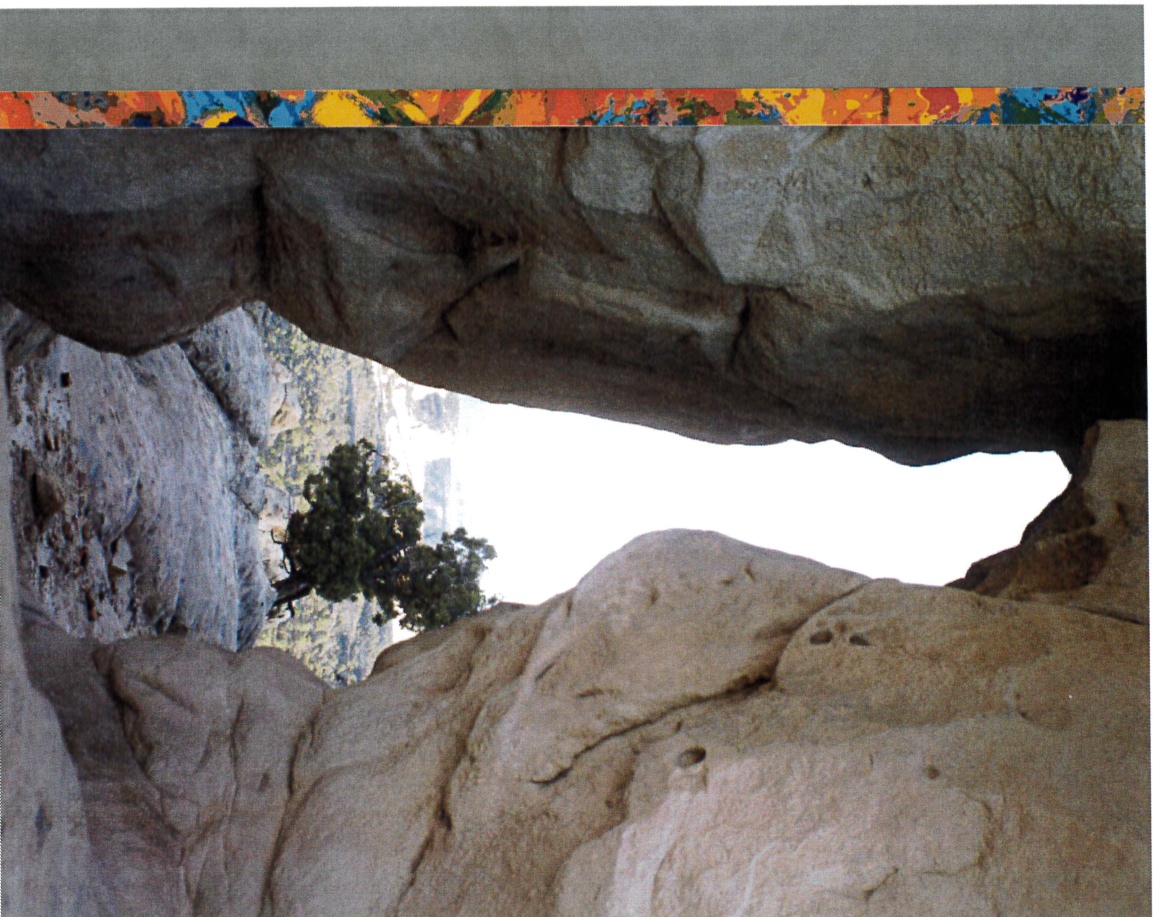
## ✓ Current Year Findings:

1 new finding (Capital Assets Restatement)

1 repeated finding (Cash Reconciliations)







# Post-Audit COMMUNICATION (EXIT)



Required Communications With You Upon Completion of Audit:

- Observations on qualitative aspects of the County's significant accounting practices – **"Consistent w/Prior Year; Industry Aligned"**
- Significant difficulties encountered during the audit – **"None"**
- Uncorrected misstatements – **"None Noted"**
- Disagreements with management – **"None"**
- Management's consultation with other accountants – **"None"**
- Significant issues discussed, or subject to correspondence, with management – **"Audit Findings"**
- Adoption of new accounting standards **"Leases"**



Questions or Comments?

Many Thanks to Your Team!








# 9b. Presentation

## Legis. Recap & Water Serv. Program

Presented by Angelina Grey & Evan Williams





# Rural Community Support In Northwest NM

Thursday, April 27, 2023  
5:00PM — 6:00PM

Angelina Grey, Planner  
NWNMCOG



# The Small System Dilemma

## Rural communities/Small Systems

Small water systems/Special Districts/Mutual Domestics...

List of Regulations and requirements for **volunteers** to meet is near impossible.

### Dilemma

- Volunteers
- Lack of capacity
- Lack of knowledge
- Lack of board members

### Organizational

- Open Meetings Act
- Annual Board Trainings
- Oversight
- Safe Drinking/Clean Water Act
- Roles and Responsibilities
- Policies

### Technical

- Annual recert
- NMED compliance
- OSE compliance
- Sanitary Surveys

### Managerial

- Administration
- Articles of Incorporation
- O&M Plans
- Emergency Response Planning
- Asset Mgmt Plans

### Financial

- DFA compliance
- State Auditor compliance
- NM Taxation & Revenue
- Accounting
- Bookkeeping
- Rate study



# How We Can Help

## What Does COG Do To Help?

COG helps communities with planning and development.

- Plan and Develop
- Navigate the process
- Community outreach with all entities, including small water systems
- Projecteering and funding strategies
  - ICIP
  - Environmental assessments
  - Planning grants
  - Funding programs (e.g., BIL, NMED, Capital Outlay, legislative bills)
  - Federal funding pots (e.g., BOR WatersSMART)
- Work with other state agencies to provide assistance and identify grant opportunities (e.g., NMFA).

*Water Leadership Institute COMING SOON!*

## Water and Environment Office

The COG created a new office that focuses on water and environment priorities to maximize efficiency.

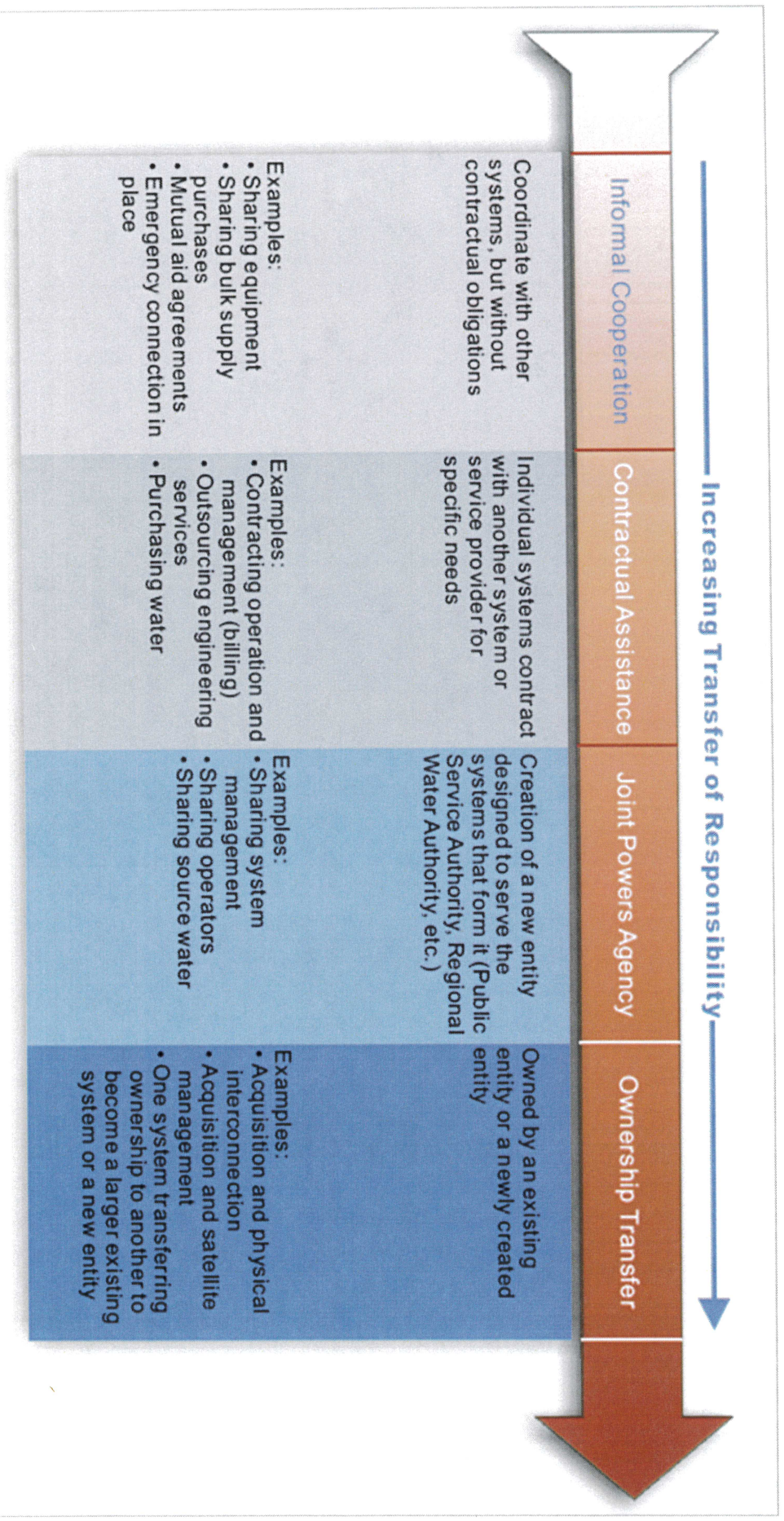
- ☐ Function 1: Long-Range Planning & Implementation
- ☐ Function 2: Data & Mapping
- ☐ Function 3: Project Development & Monitoring
  - Assist all entities
  - Provide assistance and information
- ☐ Function 4: Small System Support
  - Coordination with state agencies and partners
  - RWC meetings and RWS
- ☐ Function 5: General RWPO Support
  - Facilitate meetings, conduct outreach activities, maintain website
  - Coordinate training and professional development opportunities
- ☐ Function 6: RWPO Administration
  - Develop 2-year work programs
  - Finance and budget management



# What is Regional Collaboration?

*Neighbors helping neighbors out...*

- Collaboration/**C**oordination/**C**ooperation/**C**ommunication among geographically close water systems
- Planning together to improve operations and management services
- Economies of scale — increases funding opportunities!





## T:\ACMIN\UTIGATION\GIS\PROPOSAL\SWR07 PUD\AREA MAP\MXD 705140



Figure 1





# THANK YOU!

## CONTACT

**Angelina Grey**

Associate Planner II

(505) 728-6198 (cell)

[agrey@nwnmcog.org](mailto:agrey@nwnmcog.org)

**Navajo-Gallup Water Supply Project:**

<https://www.usbr.gov/projects/index.php?id=580>

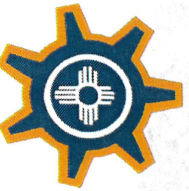
### **NWNM Council of Governments (COG)**

110 West Aztec Avenue

Gallup, NM 87301

Office: (505) 722-4327

Website: [www.nwnmcog.org](http://www.nwnmcog.org)

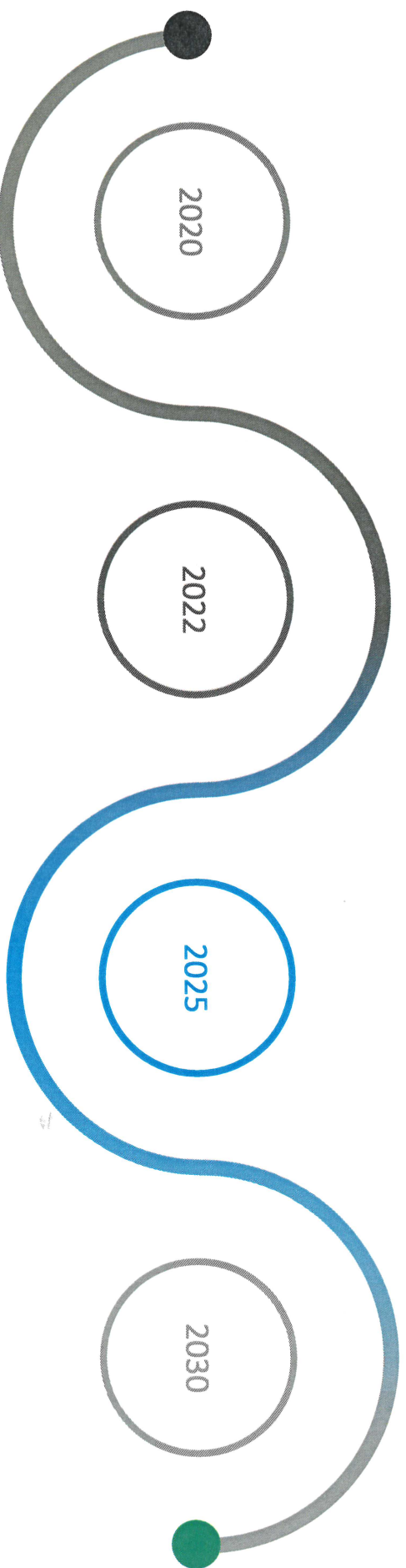


### **COG WATER PROGRAM**

<http://www.nwnmcog.org/water.html>



# Water Regionalization Roadmap



## MILESTONES

Relaunch the WRI  
McKinley CO and COG revamp  
the Water Commons program

EPA WIIN Grant  
COG collaborated with NMED;  
EPA grant

JPA Legal Formation  
County contract with Cartron  
Law & Associates for legal  
formation of JPA

## MILESTONES

EPA WIIN Grant  
Secured \$154K. COG/RCAC  
partnership to increase  
community outreach and  
technical support to SWS.  
3-year work program.

- JPA formation
- Funding strategies
- System formation
- Resolve compliance issues
- Provide training

OSE drafting of 50-Year Water  
Plan and Regional Water Plan  
updates

## MILESTONE

Increased TA

- Projecteering
- Funding strategies
- Funding programs
- Assist with Asset  
Management Planning
- NWNMUA as the  
primary provider of  
assistance and support  
for non-member SWS
- Sound partnerships  
with state agencies

## MILESTONE

NGWSP Deadline

Goals

- Majority of SWS get  
connected
- Planning strategies with  
Chapter communities
- Enhanced Water Commons  
program throughout the  
NWNM region



# Senate Bill 1: Regional Water System Resiliency

Sets the framework for water entities to collaborate and form a larger utility authority.

- ❑ Can offer managerial and administrative services that other entities can contract to obtain
  - **Option** to transfer of assets, funds, accounts, property, and water rights to new authority, if systems wish to do so
    - Cannot find people to serve on the local board
    - Individual water districts will dissolve, leaving the authority to be lead water provider
  - Projecteering (or project development) – *taking a project from planning to completion*
  - Funding programs
- ❑ The established Authority:
  - Have board members from each district, including communities that merge/dissolve — can appoint a representative
  - Can manage all compliance and reporting tasks and responsibilities, infrastructure planning and funding, and O&M of all water operations within its service area **under contract**
- ❑ Establish relationships with stakeholders and agencies

\*Lower Rio Grande Public Work Authority  
\*Eastern NM Water Utility Authority



## PROS

- Be the first, under this legislation
- It has been done before

## CONS

- Local visionary leadership is needed
- Process should be handled by a third party
- Need startup funding





# 9c. Presentation

## Swearing-In Ceremony

Barbara Kohn Deputy Sheriff

No Backup





# 10a. New Business

## Resolution 23-24

Acceptance of FY22 Audit Report



**CIBOLA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION № 23-24  
ACCEPTING THE FY 2021-22 AUDIT REPORT**

**WHEREAS**, the Board of County Commissioners met in a regularly scheduled meeting on Thursday, April 27, 2023, 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 2022. 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 27<sup>th</sup> day April 2023.

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

\_\_\_\_\_  
Martha Garcia, 1<sup>st</sup> Vice-Commissioner

\_\_\_\_\_  
Christine Lowery, 2<sup>nd</sup> Vice-Chair

\_\_\_\_\_  
Robert Windhorst, Commissioner

\_\_\_\_\_  
Ralph Lucero, Commissioner

ATTEST:

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





# CAPITAL OUTLAY & JUNIOR FUNDING

Cibola County  
Results from the 2023 Legislative Session

UPDATED: April 13, 2023

## Cibola Area Legislative Requests and Funding Results

Requesting Entity	Priority	Legislative Language	Appropriation
Cibola County	Law Enforcement Training Course	To plan, design, construct, furnish and equip a law enforcement physical training and firing course at the Cibola County public safety building in Grants in Cibola County.	\$0
	CR5 – Moquino Road & Bridge Improvements	To plan, design and construct bridge replacement and road improvements including off-site drainage on County Road 5 - 'Moquino Road' in Seboyeta in Cibola County.	\$0
	Above Ground Storage Tanks	To plan, design, purchase, equip and install above-ground storage tanks for public service operations in Cibola County.	\$650,000   HB505
	Animal Care Center Services	To provide support services for the Animal Care Center in Grants & Cibola County.	\$0
Legislator Priority	K-9 Unit Equipment	To purchase uniforms, person protective equipment and safety equipment for the Cibola County K-9 unit.	\$100,000   SB192
Bluewater Acres	Gate Valve Replacement	To plan, design, purchase, construct, replace and equip gate valves for the Bluewater Acres domestic water users association in Cibola County.	\$200,000   HB505
San Rafael WSD	Lagoon Improvements	To plan, design, construct and improve a lagoon for the San Rafael water and sanitation district in Cibola County.	\$200,000   HB505
Total:			\$1,150,000
Milan	Swimming Pool Renovation	To design, construct, renovate, repair, and equip improvements to the Milan swimming pool in Milan in Cibola County.	\$2,560,000   HB505
	Wastewater System Improvements	To plan, design, construct, furnish and equip wastewater system improvements in Milan in Cibola County.	\$0
	Stanley Road & Bridge	To plan, design, and construct road and bridge improvements to Stanley Road in Milan in Cibola County.	\$0
	Willow & Pinon Street	To plan, design, and construct roadway and drainage improvements to Willow Drive/Pinon Street in Milan in Cibola County.	\$0
	40-Year Water Plan	To develop a 40-year water plan to include water conservation and drought contingency plans.	\$75,000   SB192
	Public Works Vehicles	To purchase and equip public works vehicles, heavy equipment, and accessories.	\$200,000   SB192
Total:			\$2,835,000
Grants	Davis Street & Gunderson Road	To plan, design, construct and improve Davis Street and Gunderson Road in Grants in Cibola County.	\$300,000
	Water & Wastewater System Improvements	To plan, design, construct, and replace water and sewer infrastructure including storm drainage improvements in Grants in Cibola County.	\$5,000,000   HB2
	Golf Course Pump Station	To plan, design, and construct road and bridge improvements to Stanley Road in Milan in Cibola County.	\$0
	Skid-Steers Purchase	To purchase and equip four skid steer loaders with attachments for Grants in Cibola County.	\$275,000   HB505 \$75,000   SB192
	Grants Memorial Cemetery Expansion	To plan, design, and construct an expansion of the Grants Memorial Park cemetery in Grants in Cibola County.	<del>\$100,000   SB192</del> Vetoed
	Police Vehicles Purchase	To purchase and equip police vehicles for Grants in Cibola County.	\$350,000   SB192
Fire Department	Ladder Truck	To purchase a ladder truck in Grants in Cibola County.	\$121,000   HB505
Total:			\$6,121,000



## HB2 General Appropriations Act “Budget Bill” Highlights

State Agency	Program	Legislative Language	Appropriation
HED	Research & Public Service Projects	New Mexico State University – Grants Branch Veterans Center	\$45,600
DFA	Capacity Building	For capacity building grants to councils of government, technical assistance providers and local governments. <i>TARGET: Continuation of COG technical assistance &amp; grant writing program</i>	\$2,000,000
DFA	Cost Overruns	For cost overruns on local capital outlay projects.	\$8,000,000
DFA	Food Security	For community food, local agriculture, and supply chain programs to improve food security in New Mexico. <i>TARGET: Grants Community Pantry, Ramah Food Systems</i>	\$11,165,000
DFA	Housing Infrastructure	To provide grants to local governments to support housing infrastructure. <i>TARGET: Possible source after Affordable Housing Plan is completed. Need to set up AFH program</i>	\$10,000,000
DFA	Match Assistance	For state and local match assistance for federal grants. <i>TARGET: Possible CDBG, BIL, USDA, other programs</i>	\$10,000,000
DFA	Regional Rec/Quality of Life	For regional recreation centers and quality of life grants statewide. <i>TARGET: Milan Swimming pool gap funding</i>	\$40,000,000
EDD	LEDA	For economic development projects pursuant to LEDA. <i>TARGET: Milan Industrial Park, Cibola Business Park</i>	\$13,000,000
DFA	Law Enforcement	For law enforcement programs, including \$34M for the law enforcement workforce capacity building fund, contingent on enactment of HB357. <i>TARGET: Sheriff's Department Support</i>	\$106,500,000
DFA	Law Enforcement	To the law enforcement protection fund. <i>TARGET: Sheriff's Department Support</i>	\$8,200,000
HSD	Rural Regional Hospitals	To contract with rural regional hospitals, health clinics, providers and federally qualified health centers to develop and expand primary care, maternal and child health and behavioral health services capacity in rural medically underserved areas. <i>TARGET: Cibola General Improvements</i>	\$60,000,000
DOIT	Broadband	To support implementation of the statewide broadband plan.	\$124,000,000
NMTD	Tourism Development	For the tourism enterprise fund for local and regional tourism.	\$3,500,000
EDD	Outdoor Recreation	For trail and outdoor infrastructure grants. <i>TARGET: Health Walk or RERC Implementation</i>	\$10,000,000
DFA	Energy Transition	To assist in diversifying & promoting the economy of communities affected by the closure of fossil fuel development or use. <i>TARGET: Prewitt Industrial Park</i>	\$5,900,000
NMED	Water Infrastructure	To the rural infrastructure revolving loan fund to provide gap funding for water projects in rural communities. <i>TARGET: Small system improvements</i>	\$10,000,000
NMDOT	Airports	To plan, design, construct, renovate and equip upgrades to regional airports. <i>TARGET: Grants-Milan Municipal Airport</i>	\$55,000,000
NMDOT	Transportation Improvements	For acquisition of ROW, planning, design and construction, field supplies, roadway preservation, roadway rehabilitation, preventive maintenance, roadway maintenance, reconstruction, or new construction for state-, tribal- and local-owned roads. <i>Target: District 6 STIP projects in Cibola County</i>	\$232,000,000



## Other Important Take-aways for Preparation for the 2024 Legislative Session

1. Executive Order 2013-006: Executive Order #6 and other agency regulations are important to comply with. ***It is critical that all entities meet the Executive Order and discuss bottlenecks and issues with Legislators on regulations that are stifling projects.***
2. Certifications: Agencies should be calling you for information on your projects and funding. Many of the appropriations in the Capital Outlay bill are supported by general funds. ***The Governor had until April 7<sup>th</sup> to act.***
3. Spend Baby Spend: The winners next year will be those entities that are ready to spend once the Governor signs the capital outlay bill, in terms of procurement, fast-tracking projects with on-call contractors, and implementing “quick strike” project teams that meet regularly. ***Vendors and contractors will be getting swamped – let’s be ready to wade through it quickly. 2023 Capital Outlay was funded by general fund appropriations; these could be easily swept for any portion not encumbered via Notice of Obligation or not spending 5% in 6 months per agreement.***
4. Infrastructure Capital Improvement Plan (ICIP): Need to think about how the ICIP ties into Legislative requests and regional priorities. The Capital Outlay request is now tied to ICIP language – please update all “Legislative language” sections of priority projects. ***Need to transform the ICIP into your entities’ planning tool and make it useful to you – NOT A WISHLIST. Double check LEGISLATIVE LANGUAGE – add key verbs, e.g., construction management, purchase and equip, etc.***
5. Projecteering: Need continuous improvement and discussion on projecteering to move projects from concept to completion. What projects did not get fully funded? Bring these to the COG and discuss other funding opportunities. ***This is one of the things the COG does well. We know where the funding is and the strategies to get it.***
6. Junior Bill Appropriations: Junior bills provide alternative source funding for projects, programs, services, and equipment purchases for local governments and other recognized entities of the state. Junior funding is treated as one-time funding and needs to be expended within 1 year. ***Junior appropriations from last Session expire on June 30 2023.***
7. Say Thank You!: Legislators often get criticized for many things, and almost never get thanked for the job they do and the accomplishments they achieve. Send a letter thanking them for capital outlay and other appropriations. Host a press conference. Invite them to a groundbreaking. Invite them to report to your elected body. The same goes for Executive staff and Departments that supported us in the process. ***Have you said thank you yet?***



# 10b. New Business

## Resolution 23-21

BAR# 7



# Cibola County

700 E. Roosevelt Ave., Suite 50

Grants, New Mexico 87020

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



Kate Fletcher  
County Manager

## Cibola County Commission

Daniel J. Torrez, Chairman

Martha Garcia, 1<sup>st</sup> Vice-Chair

Christine Lowery, 2<sup>nd</sup> Vice-Chair

Ralph Lucero, Commissioner

Robert Windhorst, Commissioner

## **Resolution No. 2023-21 BAR #7**

### **Fiscal Year 2023**

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

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

**WHEREAS,** the budget adjustments and the associated line items with amounts stated on the attached, *Schedule of Budget Adjustments 2023 – 21A* is essential.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS of the COUNTY OF CIBOLA, STATE OF NEW MEXICO, ex officio COUNTY BOARD OF FINANCE** that the adjustments included in this document are deemed necessary to the operations of the County for the 2023 fiscal year ending June 30, 2023.

**PASSED, APPROVED and ADOPTED** by the governing body at a regular meeting on the 27th day of April, 2023.

### **THE BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Daniel Torrez, Chairman

\_\_\_\_\_  
Martha Garcia, 1<sup>st</sup> Vice-Chair

\_\_\_\_\_  
Dr. Christina Lowery, 2<sup>nd</sup> Vice-Chair

\_\_\_\_\_  
Robert Windhorst, Commissioner

\_\_\_\_\_  
Ralph Lucero, Commissioner

### **ATTEST:**

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

ENTITY NAME: Cibola County  
FISCAL YEAR: FY 2022-23  
RESOLUTION #: 2023-21  
BAR SCHEDULE: 2023-21A

TYPE OF BAR LOCAL (L) OR STATE (S)	COUNTY DEPARTMENT	REVENUE EXPENDITURE TRANSFER (TO or FROM)	CIBOLA COUNTY ACCOUNT#	DESCRIPTION OF ACCOUNT	APPROVED BUDGET	ADJUSTMENT	ADJUSTED BUDGET	PURPOSE
S	Pinehill EMS	Expenditure	415-021-427-00082	Safety Equipment	\$5,417.22	\$5,921.83	\$11,339.05	Align budget authority with fund balance to spend to the penny
S	Road	Revenue	402-25-300-52200	GRT Hold Harmless 1/8 (.125)	\$487,040.00	\$275,000.00	\$762,040.00	Revenue Exceeds projection
S	Capital Outlay	Expenditure	651-085-460-10108	Grant Management (COG) 22-ZG5032-8 Expense	\$0.00	\$50,000.00	\$50,000.00	New Appropriation to assist Cibola with Grant Writing by the COG
S	Capital Outlay	Revenue	651-75-300-10202	Grant Management Appropriation Revenue 22-ZG5032-9	\$0.00	\$50,000.00	\$50,000.00	New Appropriation to assist Cibola with Grant Writing by the COG
S	LEPF	Transfer Out	605-035-455-40575	From 605 to 575	\$20,000.00	(\$3.00)	\$19,997.00	Have to get exact transfer amount to expend all LEPF
S	LEPF	Transfer In	575-111-499-09605	From 605 to 575	\$20,000.00	(\$3.00)	\$19,997.00	Have to get exact transfer amount to expend all LEPF
S	LEPF	Expenditure	605-035-455-00028	Capital Outlay	\$20,284.88	\$108.98	\$20,393.86	To increase account to expend all LEPF to the penny
S	GF	Transfer Out	401-011-499-09575	From 401 to 575	\$0.00	\$217,010.00	\$217,010.00	Need to budget authority to transfer of HVAC payment to NMFA fund from GF
S	NMFA	Transfer In	575-011-499-00401	From 401 to 575	\$0.00	\$217,010.00	\$217,010.00	Need to budget authority to transfer of HVAC payment to NMFA fund from GF
S	Superior	Expenditure	428-021-424-00082	Safety Equipment	\$19,409.96	\$7,862.00	\$27,271.96	Increase to spend carryover which wasn't budgeted
S	EMS	Expenditure	425-021-433-00151	Reversion of Funds to the State	\$0.00	\$2,950.00	\$2,950.00	Reversion was needed per DOH
S	Emergency Management	Transfer Out	603-076-499-09112	From 603 to 401	\$0.00	\$785.00	\$785.00	Move balance from Fund 603 back to GF
S	GF	Transfer In	401-011-499-00603	From 603 to 401	\$0.00	\$785.00	\$785.00	Move balance from Fund 603 back to GF
S	GF	Revenue	401-15-360-18100	Interest On Delinquent Taxes	\$1,641.00	\$550.00	\$2,191.00	Revenue Exceeds projection
S	GF	Revenue	401-15-360-18200	Penalty On Delinquent Taxes	\$2,512.00	\$1,000.00	\$3,512.00	Revenue Exceeds projection
S	GF	Revenue	401-15-360-30800	GRT Environmental Prot. (.125)	\$87,008.00	\$32,000.00	\$119,008.00	Revenue Exceeds projection
S	GF	Revenue	401-15-360-41000	GRT 3rd 1/8 (.125)	\$487,040.00	\$175,000.00	\$662,040.00	Revenue Exceeds projection
S	GF	Revenue	401-15-360-41100	GRT Infra-Structure (.125)	\$91,247.00	\$32,000.00	\$123,247.00	Revenue Exceeds projection
S	GF	Expenditure	401-001-401-11261	Service & Admin Charges	\$15,211.00	\$7,000.00	\$22,211.00	Expenditure exceeds projection
S	TPF	Expenditure	648-201-461-00118	County Road 5 Grant Disbursement	\$1,950,000.00	(\$50,000.00)	\$1,900,000.00	Grant was \$1,900,000 not \$1,950,000
S	GF	Revenue	401-10-310-05000	Penalty & Interest	\$160,000.00	\$55,000.00	\$215,000.00	Revenue Exceeds projection
S	GF	Transfer Out	401-011-499-09402	From 401 to 402	\$626,419.00	\$200,500.00	\$826,919.00	Increase authority for vehicles that are coming in and correct deficit due to unrecognized coop projections
S	Road	Transfer In	402-016-499-09401	From 401 to 402	\$626,419.00	\$200,500.00	\$826,919.00	Increase authority for vehicles that are coming in and correct deficit due to unrecognized coop projections
S	Indigent	Revenue	406-55-300-41000	GRT 2nd 1/8th (.125)	\$487,040.00	\$170,000.00	\$657,040.00	Revenue Exceeds projection
S	Indigent	Revenue	406-56-360-18100	Interest On Delinquent Taxes	\$1,027.00	\$500.00	\$1,527.00	Revenue Exceeds projection
S	Indigent	Revenue	406-56-360-18200	Penalty On Delinquent Taxes	\$1,955.00	\$650.00	\$2,605.00	Revenue Exceeds projection
S	San Rafael VFD	Revenue	407-30-300-26200	Reimbursement	\$0.00	\$150.00	\$150.00	Unforeseen revenue
S	Fence Lake VFD	Revenue	416-30-300-26100	Refunds	\$0.00	\$20.00	\$20.00	Unforeseen revenue
S	El Morro VFD	Revenue	427-30-300-26200	Reimbursement	\$0.00	\$1,000.00	\$1,000.00	Unforeseen revenue



ENTITY NAME: Cibola County  
FISCAL YEAR: FY 2022-23  
RESOLUTION #: 2023-21  
BAR SCHEDULE: 2023-21A

TYPE OF BAR LOCAL (L) OR STATE	COUNTY DEPARTMENT	REVENUE EXPENDITURE TRANSFER (TO or FROM)	CIBOLA COUNTY ACCOUNT#	DESCRIPTION OF ACCOUNT	APPROVED BUDGET	ADJUSTMENT	ADJUSTED BUDGET	PURPOSE
S	Cibola Admin EMS	Expenditure	429-021-427-00024	Building & Grounds Maint & Repai	\$0.00	\$36.00	\$36.00	Unforeseen expense
S	E-911	Revenue	435-65-360-18100	Interest On Delinquent Taxes	\$299.00	\$3,200.00	\$3,499.00	Revenue Exceeds projection
S	E-911	Revenue	435-65-360-18200	Penalty On Delinquent Taxes	\$2,080.00	\$1,525.00	\$3,605.00	Revenue Exceeds projection
S	E-911	Revenue	435-65-360-41600	GRT Emergency Communications (.25)	\$891,713.00	\$350,000.00	\$1,241,713.00	Revenue Exceeds projection
S	E-911	Revenue	435-65-300-26100	Refunds	\$235.00	\$350.00	\$585.00	Unforeseen additional revenue
S	1/4% Fire Protection	Revenue	475-50-300-41000	GRT Fire Protection Excise Tax (.25)	\$182,494.00	\$73,000.00	\$255,494.00	Revenue Exceeds projection
S	1/4% Fire Protection	Revenue	475-51-360-18100	Interest On Delinquent Taxes	\$713.00	\$200.00	\$913.00	Revenue Exceeds projection
S	1/4% Fire Protection	Revenue	475-51-360-18200	Penalty On Delinquent Taxes	\$607.00	\$550.00	\$1,157.00	Revenue Exceeds projection
S	2014 A Bonds	Revenue	569-99-300-00314	GRT Hold Harmless (1/4)	\$874,079.00	\$320,000.00	\$1,294,079.00	Revenue Exceeds projection
S	2014 A Bonds	Revenue	569-99-360-18100	Interest On Delinquent Taxes	\$3,080.00	\$1,300.00	\$4,380.00	Revenue Exceeds projection
S	2014 A Bonds	Revenue	569-99-360-18200	Penalty On Delinquent Taxes	\$5,865.00	\$1,850.00	\$7,715.00	Revenue Exceeds projection
S	2014 B Bonds	Revenue	570-99-300-41300	GRT 1st 1/8 & 1/16	\$730,560.00	\$285,000.00	\$1,015,560.00	Revenue Exceeds projection
S	2014 B Bonds	Revenue	570-99-360-18100	Interest On Delinquent Taxes	\$1,540.00	\$750.00	\$2,290.00	Revenue Exceeds projection
S	2014 B Bonds	Revenue	570-99-360-18200	Penalty On Delinquent Taxes	\$2,933.00	\$1,000.00	\$3,933.00	Revenue Exceeds projection
S	Fire Marshal	Revenue	604-30-300-26200	Reimbursement	\$30,000.00	\$500.00	\$30,500.00	Revenue Exceeds projection

ATTEST: \_\_\_\_\_ County Clerk \_\_\_\_\_ Date \_\_\_\_\_  
Board Chairman \_\_\_\_\_ Date \_\_\_\_\_



# 10c. New Business

## Resolution 23-25

3<sup>rd</sup> Quarter Report



**Cibola County Commission**

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

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



Kate Fletcher  
County Manager

**Resolution No. 2023-25**

**FISCAL YEAR 2022-2023 THIRD QUARTER FINANCIAL REPORT**

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

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

**WHEREAS,** it is hereby certified that the contents in this report are true and correct to the best of our knowledge and that this report depicts all funds for fiscal year 2023.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS of the COUNTY OF CIBOLA, STATE OF NEW MEXICO, *ex officio* COUNTY BOARD OF** hereby approves the second quarter report for FY 2023 hereinafter described as Attachment "2023-25A" and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

**PASSED, APPROVED and ADOPTED** by the governing body at its regular meeting on the 27th day of April in 2023.

**THE BOARD OF COUNTY COMMISSIONERS:**

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

\_\_\_\_\_  
Martha Garcia, 1<sup>st</sup> Vice-Chair

\_\_\_\_\_  
Christine Lowery, 2<sup>nd</sup> Vice-Chair

\_\_\_\_\_  
Ralph Lucero, Commissioner

\_\_\_\_\_  
Robert Windhorst, Commissioner

**ATTEST:**

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

# Cibola County Monthly Report - As of March 31, 2023

Active Funds	Beginning Cash Balance	Beginning Investments	YTD Revenues	YTD Transfers	YTD Expenditures	YTD Adjustments	Ending Cash & Investments
101 - INVESTMENT FUND	\$0.00	\$5,285,906.98	\$102,561.10	\$0.00	\$0.00	\$0.00	\$5,388,468.08
401 - GENERAL FUND	\$9,012,458.86	\$0.00	\$6,083,509.96	(\$3,704,675.52)	(\$6,005,551.57)	\$17,517.27	\$5,403,259.00
402 - ROAD	\$814,170.53	\$0.00	\$835,880.17	\$826,419.00	(\$2,330,093.81)	\$799.75	\$147,175.64
403 - FARM & RANGE	\$9,899.90	\$0.00	\$0.00	\$0.00	(\$8,998.83)	\$0.00	\$901.07
406 - INDIGENT	\$459,403.84	\$0.00	\$509,236.35	\$0.00	(\$285,212.41)	\$0.00	\$683,427.78
407 - SAN RAFAEL VFD	\$229,690.84	\$0.00	\$211,844.59	(\$142,460.59)	(\$34,412.52)	\$0.00	\$264,662.32
408 - BLUEWATER VFD	\$135,419.50	\$0.00	\$105,855.00	(\$15,691.00)	(\$107,064.87)	\$0.00	\$118,518.63
409 - LOBO CANYON VFD	\$186,334.33	\$0.00	\$0.00	\$152,460.59	(\$25,171.06)	\$0.00	\$313,623.86
413 - LAGUNA EMS	\$9,745.10	\$0.00	\$13,110.00	\$0.00	(\$4,760.77)	\$0.00	\$18,094.33
415 - PINEHILL EMS	\$9,792.83	\$0.00	\$10,325.00	\$0.00	(\$8,778.78)	\$0.00	\$11,339.05
416 - FENCE LAKE VFD	\$490,625.06	\$0.00	\$63,871.42	\$10,000.00	(\$27,585.41)	\$0.00	\$536,911.07
418 - CANDY KITCHEN VFD	\$334,043.34	\$0.00	\$129,376.00	(\$28,195.00)	(\$58,503.26)	\$0.00	\$376,721.08
419 - LAGUNA VFD	\$449,068.86	\$0.00	\$593,392.00	\$0.00	(\$177,646.37)	\$0.00	\$864,814.49
421-FENCE LAKE EMS	\$0.00	\$0.00	\$1,500.00	\$0.00	(\$564.84)	\$0.00	\$935.16
424 - CUBERO VFD	\$137,319.55	\$0.00	\$201,255.00	(\$3,789.00)	(\$32,229.75)	\$0.00	\$302,555.80
425 - CUBERO EMS	\$5,161.04	\$0.00	\$5,000.00	\$0.00	(\$7,780.78)	\$0.00	\$2,380.26
427 - EL MORRO VFD	\$172,599.20	\$0.00	\$64,847.49	\$10,000.00	(\$42,619.79)	\$0.00	\$204,826.90
428 - SUPERIOR AMBULANCE	\$8,709.96	\$0.00	\$18,562.00	\$0.00	(\$8,765.96)	\$0.00	\$18,506.00
429-CIBOLA ADMIN EMS	\$0.00	\$0.00	\$1,500.00	\$0.00	(\$186.00)	\$0.00	\$1,314.00
435 - CONSOLIDATED DISPATCH	\$337,919.23	\$0.00	\$928,645.79	(\$4,000.00)	(\$1,016,495.38)	\$0.00	\$246,069.64
438 - DWI GRANT	\$7,141.44	\$0.00	\$71,366.44	\$0.00	(\$884.30)	\$0.00	\$77,623.58
439 - DWI DISTRIBUTION	\$81,453.49	\$0.00	\$253,357.21	\$0.00	(\$166,883.14)	\$0.00	\$167,927.56
475 - COUNTY FIRE PROTECTION	\$1,046,419.40	\$0.00	\$192,103.99	(\$60,000.00)	(\$24,804.22)	\$0.00	\$1,153,719.17
500 - CLERK RECORDING/FILING	\$75,210.46	\$0.00	\$30,132.00	\$0.00	(\$14,255.73)	\$0.00	\$91,086.73
569 - 2014A BOND INCOME FUND	\$0.00	\$0.00	\$963,324.06	\$0.00	(\$114,902.31)	\$0.00	\$848,421.75
570 - 2014B BOND INCOME FUND	\$0.00	\$0.00	\$1,571,392.20	\$0.00	(\$231,453.34)	\$0.00	\$1,339,938.86
575 - NMFA LOANS	\$0.00	\$1,969,750.10	\$14,692.68	\$277,709.95	(\$1,664,982.33)	\$0.00	\$597,170.40
603 - EMERGENCY MANAGEMENT	\$785.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$785.00
604 - FIRE MARSHAL	\$32,904.88	\$0.00	\$155,140.68	(\$13,286.00)	(\$74,514.82)	\$0.00	\$100,244.74
605 - LAW ENFORCEMENT PROTECTION	\$305.98	\$0.00	\$60,000.00	(\$19,997.00)	(\$19,915.12)	\$0.00	\$20,393.86
606 - NIMDOT LOCAL GOV. TRANS. GRANT	\$870,047.47	\$0.00	\$0.00	\$0.00	(\$63,865.63)	\$0.00	\$806,181.84
607 - QUARTZ HILL PROJECT	\$57,802.60	\$0.00	\$39,764.73	\$0.00	\$0.00	\$0.00	\$97,567.33
614 - DETENTION CENTER	\$27,891.96	\$0.00	\$2,362,071.72	\$1,550,000.00	(\$3,684,148.60)	(\$87,100.58)	\$168,714.50
620 - 1% REAPPRAISAL FUND	\$29,708.42	\$0.00	\$62,970.50	\$48,104.57	(\$102,423.82)	\$0.00	\$38,359.67
647 - LATCF GRANT	\$0.00	\$0.00	\$3,151,902.50	\$0.00	\$0.00	\$0.00	\$3,151,902.50
648 - TPF COUNTY ROAD GRANTS FUND	\$0.00	\$0.00	\$1,900,000.00	\$0.00	(\$227,298.85)	\$0.00	\$1,672,701.15
649 - AMERICAN RESCUE PLAN ACT	\$2,148,534.39	\$0.00	\$2,590,653.00	\$0.00	(\$1,412,644.80)	\$0.00	\$3,326,542.59
650 - NMFA COMP. & LEDA GRANT	\$26,566.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,566.00
651 - CAPITAL OUTLAY PROJECTS	\$58,464.93	\$0.00	\$3,258,575.48	\$1,117,400.00	(\$3,911,610.51)	\$0.00	\$522,829.90
TOTALS=	\$17,265,598.39	\$7,255,657.08	\$26,557,719.06	\$0.00	(\$21,897,009.68)	(\$68,783.56)	\$29,113,181.29

ATTEST:

Clerk

Date

Board Chairman





# 10d. New Business

## Resolution 23-26

2023 Annual Certified County Maintained  
Mileage Report

**Cibola County Commission**

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

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



**Kate Fletcher**  
County Manager

**Resolution No.2023-26**

**Annual Certified County Maintained Mileage Report**

**Fiscal Year 2023**

**WHEREAS,** the undersigned are the duly elected and qualified members of the governing body of Cibola County; and

**WHEREAS,** the maintained mileage of County roadways is the responsibility of the Board of Commissioners; and

**WHEREAS,** the New Mexico Department of Transportation has notified Cibola County of the 2023 Annual Certified County Maintained Mileage Report.

**WHEREAS,** total mileage for Cibola County Maintained Roads for 2023 is 340.631 Miles.

**NOW, THEREFORE, BE IT RESOLVED** that the Cibola County Board of Commissioners of Cibola County submits its 2023 Annual Certified County Maintained Mileage Report.

**PASSED, APPROVED, AND ADOPTED THIS 27<sup>TH</sup> DAY OF APRIL, 2023**

**THE BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Kate Fletcher, Cibola County Manager

\_\_\_\_\_  
Daniel Torrez, Chairman

\_\_\_\_\_  
Martha Garcia, 1<sup>st</sup> Vice-Chair

**ATTEST:**

\_\_\_\_\_  
Dr. Christina Lowery, 2<sup>nd</sup> Vice-Chair

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

\_\_\_\_\_  
Robert Windhorst, Commissioner

\_\_\_\_\_  
Ralph Lucero, Commissioner



# County Maintained Route Description

## For Annual Certified County Maintained Mileage Report

County: Cibola

2023

Route Name	Route Number	FROM: Beginning Termini	TO: Ending Termini	Mileage Length of Maintained Section	Total Roadway Width (In feet)	Type of Roadway Surface (Refer to Codes at bottom left)	Comments:
Marquez Road	C-1	JCT. SR 279 and C-1	Sandoval County Line	17.208	44	1 & 2	1 mi Paved / 16.208 mi Graveled
Rio Puerco Road	C-2	JCT. C-1 and C-2	Sandoval County Line	3.234	23	3	
Piedra Lumbre Road	C-4	JCT. C-1 and C-4	Gate South of Joe Chavez Ranch	4.991	23	3	
Moquino & La Joya Loop	C-5	JCT. SR. 279 and C-5	Moquino Bus Turn Around	4.126	24	1	
Seboyeta-Bibo Roads	C-6	C-5 and La Joya Loop	End of SR 279, Marquez Residence, Portales Shri	3.755	24	1	
Cubero Loop & Village Roads	C-7	La Villa Trading Post	To Elementary School then to JCT. SR. 124	6.104	24	1	
Encinal Cubero Road	C-8	Fire Station	Cattle Guard-Encinal-Cubero Property Line	2.486	26	1	
Water Canyon Road	C-9	JCT. C-8	Cattle Guard before Garne Ranch Entrance	4.095	23	3	
N. Castillos Road	C-10	JCT. C-8	End of Road	2.905	24	1,2,3	40 Paved / 2.5 Graveled
Seco Canyon Road	C-10A	Intersection of N. Castillo Road	Property Line	0.912	22	1	
Bibo Ranch Road	C-11	S. of JCT. SR. 124. W. of La Villa	Gate at end of road	0.567	24	2	
De Almond Springs Road	C-12	N. of JCT. SR. 124 W. of La Villa	Cattle Guard at end of road	0.898	33	2	
San Jose Loop	C-13	N. of JCT. SR. 124 at San Fidel	E. of Black Mound Garage	3.817	22	2	
San Fidel Village	C-14	S. of Church JCT. SR. 124	End of Road	0.470	26	1	
Canada Road	C-14A	SR. 124 at Exit 96 North Side	W. to end of road	1.908	28	1	
Acama Road	C-14B	Intersection SR 124 W. of San Fidel	End of Maintenance	0.360	22	1	
Rinconada Road	C-15	N. or JCT. SR 124 at Chief Rancho	Cattle Guard Beginning of FR400	4.652	33	2	
Mt. Taylor Addition Roads	C-17	N. of JCT. SR. 117 across from jail	Loop around to E. JCT. SR. 117	3.209	24	1	
Waller Road	C-17A	E. Side Exit 85 E. Grants	To end of road	0.952	24	1	
Horace Mesa Road	C-18	E. JCT. SR. 547 Lobo Canyon	Lobo Canyon Estates Subdivision	1.882	24	1	
Lobo Creek Road	C-18A	Lobo Canyon Fire Dept.	Bus Turn Around	0.724	24	1	
La Jara Mesa Road	C-18B	W. of JCT. SR. 547	Bus Turn Around	0.838	26	1	
Cantina Road	C-19	N. of JCT. SR. 547	Bus Turn Around	1.016	26	1	
Cantina Homesites Road	C-19A	N. of JCT. SR. 547	Bus Turn Around	0.244	20	1	
La Mosca Tank Road	C-19B	End of Pavement	Boy Scouts Camp	5.163	36	2	
San Mateo Roads	C-20	E. of JCT. 605 by Fire Station	Loops N. to cattleguard	3.329	26	1,2	3.982 Paved / 1.0 Graveled
Murray Acres	C-21	N. of JCT. Pasture LN & Malpais RD	JCT. of C-22	2.333	24	1	
Broadview Acres	C-22	JCT SR 605, North of Republic Supply	Roads within Broadview Acres to Intersection of R	2.976	24	1	
Ralph Card Road	C-23	Green Valley Trailer Park JCT. SR. 605	Conquistador Rd & Malpais Rd Intersection	3.113	30	1	
Nursery Road	C-23A	JCT. of C-23 N. of Feed Silos	Railroad Crossing	1.628	24	1	
Stanley Card Road	C-23B	Intersection of Ralph Card Road	End of Road	0.296	24	1	
St. Jude Drive	C-23C	Intersection of Ralph Card Road	Intersection of Mary Jo Road	0.145	24	1	
Gail Drive	C-23D	Intersection of Ralph Card Road	Intersection of Barbara Drive	0.320	24	1	
Elaine Drive	C-23E	Intersection of Ralph Card Road	Intersection of Gail Drive	0.126	24	1	
Barbara Drive	C-23F	Intersection of Ralph Card Road	End of Road	0.254	24	1,2	25 Paved
Mary Jo Rd	C-23G	Intersection of St. Jude Rd	End of Road	0.210	24	1	
Elkins Road	C-24	C & E Concrete, Grants City Limits	Milan Village Limits	1.179	24	1	
Tietjen Road, Berryhill Road, Forest Park Ave, Head Street	C-24A	Intersection of Elkins Road	Milan Village Limits	0.719	23	1	
Bell Road	C-25	Gunderson Oil	Cattle Guard - End of Road	2.539	28	2	
Champan Road	C-25A	RR. Tracks Intersection of SR. 122	End of Road	0.951	24	2	
Roberts Road	C-25B	Old Bluewater Inn SR. 122	Bluewater Village	1.222	24	1	
Golden Acres Roads	C-26	Intersection SR. 122 W. of Milan	Roads within Golden Acres subdivision	0.605	20	1	
Vida Buena Road	C-27	Intersection SR. 122 W. of Milan	End of Buena Loop	0.705	20	1	
Bluewater Village	C-28	Exit 72 and SR. 122	All Roads In Bluewater Village	4.504	24	1	
Piano Colorado Frontage Road	C-28A	Exit 72 (South Side) Intersection	JCT. to Piano	2.640	26	1	
Farm Road	C-28B	JCT. C-28	First Right Turn	0.196	21	2	
Cemetery Road	C-28C	Intersection of Main Street	Intersection of Roberts Road	1.431	24	1	
Piano Colorado	C-29	JCT. C-28A	Bus Turn Around	3.046	24	1,2	1 mi Paved / 2.482 Graveled
Old Bluewater Lake Road	C-29A	JCT. C-28A	End of Road	1.700	20	2	

Barbara Circle	C-29B	JCT. C-28A	JCT. C-28A	1.184	20	2	
Bluewater South	C-30	Intersection SR. 612	Various roads in Bluewater Acres	6.588	20	1,2	3.85 mi Paved / 2.74 Graveled
Bluewater North	C-31N	Bluewater State Park	McKinley County Line	0.770	20	1	
Zuni Trail	C-32	Intersection SR. 36	Arizona State Line	27.111	20	3	
Candy Kitchen Road	C-33	Ramah Chapter Boundary	Intersection SR. 36	15.125	20	2,3	5 Graveled / 10.125 Dirt
Pine Hill Road	C-34	South Ramah Chapter Boundary	Intersection SR. 36	9.744	20	2	
E. Homestead Road	C-35	Fence Lake Fire Dept.	Intersection C-38	9.064	20	3	
Moreno Hill Road	C-35A	Fence Lake Fire Dept. South	Cañon County Line	10.419	24	2	
White Hill Road	C-35B	Fence Lake Fire Dept. West	End of Road	1.989	24	3	
Bell Road	C-35C	Intersection C-35A	Intersection SR. 36	2.997	22	3	
W. Homestead Rd	C-35D	Intersection SR. 36	End of Road	2.949	22	3	
W. Dusty Road	C-35E	Intersection SR. 36	Intersection of W Homestead Rd	2.988	24	3	
E Dusty Road	C-35F	Intersection SR. 36	1.49 miles to the east, second cattleguard	1.491	22	3	
O'Dells Ranch Road	C-36	Intersection SR. 36 E. of Fire Dept.	Property Line	3.150	24	3	
Woodard Ranch Road	C-40	Intersection SR. 117 N.W.	Property Line	1.875	24	3	
Pietown Road	C-41	Intersection SR. 117 South	Cañon County Line	9.302	24	2	
Back County Byway	C-42	Intersection SR. 117 North	Intersection SR. 53 at Ice Caves	32.626	22	3	
Porter Ranch Road	C-44	Intersection SR. 53 S. San Rafael	End of Road	1.330	22	2	
Camino De Turquesa	C-45	Intersection SR. 53	Intersection Tephra RD	0.312	22	2	
Mesa Ridge Road	C-47	Intersection SR. 53 S.	James Property Line	7.148	20	3	
		2 Mi up Canyon Road, Intersection SR. 53 Across Trailer Park	To South Property Line then to BIA 135		20	2	
Mallery Road	C-48	Intersection SR. 53 East of Ramah	McKinley County Line	13.895	22	2,3	5 Mi Graveled / 11.400 Dirt Roadway
Timberlake Road (Old Forest Road 157)	C-48A	Grants City Limits	Intersection of Forest Road 50	16.400	24	1, 2	2 Mi Paved / 13.427 Graveled
Zuni Canyon Road Grants	C-49	Intersection C-49 and Quail Run Trailer Park	Intersection Betty Lane	15.427	20		
Parsons Lane	C-49A	Intersection C-49	Intersection C-49	0.492	20	1	
El Saquan Loop	C-49B	Intersection of Forest Road 50	Intersection SR. 53 and Ice Caves	1.162	24	3	
Zuni Canyon Road	C-50	Millan Village Limits S. of Airport	Across C-49 to End of Road	4.366	20	2	
N. Quail Lane	C-51	Intersection C-49 at housing	End of Road	0.736	20	1	
N. Lawrence Road	C-51A	Intersection C-49A	West of Rodeo Grounds	0.835	18	1	
Betty Drive	C-51B	Intersection SR. 53 South	End of Road	0.540	22	1	
Rodeo Ground Road	C-51C	Intersection SR. 53 South	End of Road	0.777	21	1	
El Gallo Road	C-52	Intersection SR. 53 South	End of Road	1.165	20	2	
Tomas Road	C-52A	JCT. C-52	One-half mile south	0.508	20	2	
Salazar Loop	C-53	Intersection SR. 53	Loop Back to SR. 53	0.627	20	1	
Valdez Subdivision	C-54	Intersection SR. 53 S. San Rafael	End of Road	0.282	20	1	
Fort Wingate Road	C-54A	Intersection SR. 53	End of Road	0.735	20	1,2	5 Mi Paved / .33 Gravel
Ben Chavez Loop	C-55	Intersection SR. 53	Loop Back to SR. 53	0.811	20	1	
Otero Acres	C-56	Intersection SR. 53	End of Road	0.548	20	1	
La Vega Estates Roads	C-56A	Intersection SR. 53	End of Pavement of Calle De San Rafael	0.348	22	1	
Vista Del Monte Roads	C-56B	Intersection of SR. 53	Loop Back to SR. 53	0.470	28	1	
Casa Blanca Road	C-56C	Intersection of SR. 53	End of Road	0.335	20	2	
Calle De San Fidel	C-56D	JCT C-56A	End of Road	0.125	20	2	
E. Circle / W. Circle	C-57	Intersection SR. 53	Loop Back to SR. 53	0.910	22	1	
San Rafael Village	C-58	Intersection SR. 53	All Village Roads	4.214	20	1	
Dwight Small Road	C-59	Intersection SR. 53 N. of Mesita Store	End of Property Line	1.030	24	1	
Cibola Sands Loop	C-59A	Intersection SR. 53 Mile Post 85.181	Loop to Mile Post 85.488	0.384	22	1	
Camino De Belinda	C-59C	Intersection of C-59	End of Road	0.301	21	1	
Camino De Silvestre	C-59D	Intersection of C-59	End of Road	0.480	21	1	
Camino De Maria	C-59E	Intersection of C-59D	Intersection SR. 53	0.304	23	2,3	2 Mi Gravel / 1 Mi Dirt
Paxton Springs Road	C-62A	Intersection C-49	Intersection SR. 605	3.578	20	3	
Anaconda Road	C-63	Anaconda Mill	County Line	5.931	24	2	
Forest Road 50		Last Cattle Guard before County Line	TOTAL MILEAGE:	2.611	20	3	
			TOTAL ROADS:	340.973			
				100.000			

**CODES FOR SURFACE TYPE:**

1 = Paved Roadway

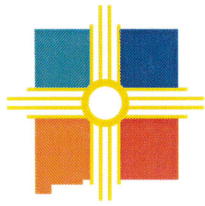
2 = Graveled Roadway

3 = Dirt Roadway

4 = Other Surface Type

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





New Mexico DEPARTMENT OF  
**TRANSPORTATION**  
MOBILITY FOR EVERYONE

January 2, 2023

Ms. Kate Fletcher  
Cibola County Manager  
700 East Roosevelt Ave., Suite 50  
Grants, NM 87020

Re: April 1<sup>st</sup> Submission of the 2023 Annual Certified County Maintained Mileage Report

Dear Ms. Fletcher:

This is notification that the **2023 Annual Certified County Maintained Mileage Report is due on April 1<sup>st</sup>, 2023**. Pursuant to New Mexico Statutes 67-3-28.3, the Board of County Commissioners of each county shall certify and submit an Annual Certified County Maintained Mileage Report to the Secretary of the New Mexico Department of Transportation (NMDOT), on or before April 1<sup>st</sup> of each year.

By July 1<sup>st</sup> of each year, representatives for the Cabinet Secretary of the NMDOT shall verify the submittal of each county and revise, if necessary, the total mileage of public roads maintained by each county. The mileage acknowledged by these representatives, shall be the official mileage of the public roads maintained by each county and will be reported to the New Mexico State Treasurer's Office. After August 1<sup>st</sup>, distribution of funding to each county for road maintenance purposes shall be made in accordance with the aforementioned NMSA section.

Pursuant to New Mexico Statutes 67-3-28.3, any county not complying with the required certified submittal by April 1<sup>st</sup> of each year, will have their mileage estimated and then reduced by one-third each month for that fiscal year, by the Secretary of the NMDOT. The amount of mileage deducted from the counties not in compliance, shall be equally distributed between all counties in compliance, by the Secretary of the NMDOT.

Please submit a package to include an Administrative Resolution and either a hard copy or a digital spreadsheet or document that was used to generate a Route Listing and County Map(s). The digital data can be provided on a CD or thumb drive and should be in a standard application format such as pdf., MS Excel, or MS Word. **Please submit your map(s) in hard copy or high-definition pdf. format only. Please do not submit GIS shapefiles.**

**Michelle Lujan Grisham**  
Governor

**Ricky Serna**  
Cabinet Secretary

**Commissioners**

**Jennifer Sandoval**  
Commissioner, Vice-Chairman  
District 1

**Bruce Ellis**  
Commissioner  
District 2

**Hilma E. Chynoweth**  
Commissioner  
District 3

**Walter G. Adams**  
Commissioner, Chairman  
District 4

**Thomas C. Taylor**  
Commissioner  
District 5

**Charles Lundstrom**  
Commissioner, Secretary  
District 6

Please adhere to the following guidelines for submitting the following required information.

1. An Administrative Resolution signed and dated by the county commissioners, specifying the total maintained mileage for the current year.
2. A Route Listing identifying each county-maintained route and including the following: 1.) County road name and/or county road number (in alpha, numeric, or alphanumeric order); 2.) Route description with the beginning and ending termini of each maintained route; 3.) Total length of the maintained mileage for each road in tenths, hundredths, or thousandths of a mile, (not in feet); 4.) Roadway width (in feet); 5.) Surface type (i.e., paved, graveled, dirt); 6.) Subtotals of the maintained mileage for each section or district; 7.) Grand total for the entire submittal.
3. A Legible County Map with correctly plotted routes and identification for each route, by name and/or number (highlighted if possible), corresponding to the above-mentioned Route Listing. **Please submit your map(s) in hard copy or high-definition pdf. format only. Please do not submit GIS shapefiles.**

For legal purposes, please ensure that the Administrative Resolution, the Route Listing, and the Map are labeled with the corresponding year of the submittal.

Your prompt response on the certification and submittal of your county-maintained mileage report is imperative for funding of your county road maintenance programs. Please mail or deliver these documents by April 1<sup>st</sup>, 2023, to:

Robert S. Young  
New Mexico Department of Transportation  
Capital Programs/Investment Division, SB-2  
P.O. Box 1149  
Santa Fe, NM 87504-1149

E-Mail: [Robert.Young@dot.nm.gov](mailto:Robert.Young@dot.nm.gov)

If you have any questions or concerns, or if I can provide any additional information, please do not hesitate to contact me. You can contact me at the above mailing and e-mail addresses.

Sincerely:



Robert S. Young, P.E.





# 10e. New Business

## MOA for SRO Program

Between Cibola County and Grants Cibola  
School District

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CIBOLA COUNTY AND  
GRANTS-CIBOLA COUNTY SCHOOL DISTRICT**

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This Memorandum of Understanding ("MOU") is made by and between the Grants-Cibola County School District ("District") and the Cibola County Sheriff's Department ("County") as follows:

**WHEREAS**, the County agrees to provide to the District up to two (2) School Resource Officers ("SRO's") and/or non-certified law enforcement officers from the Cibola County Sheriff's Department (CCSD") to help serve and protect the students of the District; and

**WHEREAS**, dedicated SRO's in the District will foster a positive relationship between the CCSD, its law enforcement officers, and the District's students, while providing those students with both a role model and an additional on-site security presence; and

**WHEREAS**, it is understood by both parties that the role of the SRO is to improve school safety, avoid inappropriate referrals to law enforcement, and be part of the District's multi-layered system of supports (MLSS) to students and families; and

**WHEREAS**, the District and the County desire to set forth in this MOU the specific terms and conditions of the services to be performed and provided by the SROs in the District.

**NOW THEREFORE**, in exchange for the mutual obligations contained herein, the Parties agree as follows:

**I. SERVICES TO BE PROVIDED**

- A. The County, through the Sheriff ("Sheriff"), will assign two (2) sworn law enforcement officers to act as an SRO for the District, on a full-time (40 hours per week) basis, with one (1) officer assigned to Grants High School and one (1) officer assigned to Los Alamos Middle School and both with an at-large capacity during the time instructional or school activities are in session, the SROs will maintain a physical presence on the District campus(es) or sites to which they are assigned.
- B. While the SROs will be assigned during the District's approved academic calendar, it is also the intent of the Parties that SROs may be assigned to work at school events on other days or during the summer months with the total number of additional days worked not to exceed thirty (30) days per school year.
- C. During an active school year, should any officer assigned as an SRO be absent for more than five consecutive school days, the County Sheriff will assign a suitable replacement whose training is acceptable to both Parties.
- D. The Sheriff may assign the SROs to address a public safety emergency or civil disaster that



MEMORANDUM OF UNDERSTANDING  
BETWEEN CIBOLA COUNTY AND  
GRANTS-CIBOLA COUNTY SCHOOL DISTRICT

would take the SROs off campus for less than a 24-hour period without providing advance notice to District. The Sheriff may only assign the SROs to a non-school assignment on a non-emergency basis with the written consent of the District Superintendent ("Superintendent").

- E. The County will pay all SRO salaries, benefits, and costs for hiring, required law enforcement training, service vehicles, uniforms, and equipment costs. An SRO must be clearly identified as law enforcement. The uniform apparel and law enforcement equipment shall be defined by the Sheriff's Department. If a "soft" uniform is agreed upon, the uniform should not detract from clearly identifying the SRO as law enforcement. Normal duty gear is to be defined by the Cibola County Sheriff, in accordance with this MOU. In the event weapons or gear is to be utilized the storage of these items shall be defined by the law enforcement agency.
- F. The County also agrees to provide annual situation and firearms training, school-site training and training in working with adolescents. Initial training shall cover responsibilities and limitations of an SRO, the New Mexico Public School Code, child development, conflict resolution, developmentally informed de-escalation, and crisis intervention techniques, working with youth in a school setting and integrating SROs into a positive school environment. In addition, efforts shall be made to provide SROs additional training each year on topics such as trending school-based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, and cultural competence.
- G. The SROs shall follow the policies and procedures of the District to the extent those policies do not conflict with the policies and procedures of the County.
- H. Officers employed by the County and assigned by the Sheriff to serve as an SRO at the District are and will remain employed by the County. Therefore, nothing in this MOU prohibits those County law enforcement officers assigned as SROs from performing other duties for the County when not in the performance of SRO duties, paid for by the District.
- I. The Cibola County Sheriff in collaboration with the District, shall provide training and support to the SROs on: how to distinguish between, and appropriately respond to, disciplinary infractions versus major threats to safety or serious criminal conduct; how to engage students and how to support positive, productive behaviors; basic childhood and adolescent development; age-appropriate responses; disability issues; conflict resolution and de-escalation techniques; bias-free policing; and identification of and referral for services for those students exposed to trauma and violence. Training shall be provided on a regular schedule as determined by the District and the County Sheriff. The County Sheriff shall invite the District's Superintendent and/or their designees to attend any training(s) conducted pursuant to this paragraph.

MEMORANDUM OF UNDERSTANDING  
BETWEEN CIBOLA COUNTY AND  
GRANTS-CIBOLA COUNTY SCHOOL DISTRICT

- J. When invited by the District due to the relevance of the content, the SROs shall participate in any District training regarding the State restraint and seclusion law (NMSA 1978, § 22-5-4.12), the federal Family Educational Rights and Privacy Act (FERPA), and the federal Individuals with Disabilities Education Act (IDEA).

## **II. COSTS**

- A. The total annual amount payable to the County under this MOU shall not exceed Two-Hundred and Forty-Eight Thousand dollars (\$248,000.00).
- B. The District agrees to reimburse the County an annual payment of up to one hundred twenty-four thousand (\$124,000.00) dollars per SRO, payable in equal monthly installments.
- C. Overtime hours that relate to SRO duties must be authorized and approved by the District Superintendent prior to the performance of the overtime work and will be paid in accordance with procedures established by the County.
- D. The Parties agree to adjust and/or re-compute the payments herein at such times as are convenient and necessary when the circumstances and conditions exits making such adjustments necessary and desirable to accomplish the objectives of this MOU. Should public health conditions require the District to change its instructional model to remote learning, the County Sheriff may utilize its officers and non-certified officers for other County purposes, and the District shall only be required to pay on a pro rata basis, based on actual time the SRO performed their authorized and assigned District duties
- E. In addition, the District will ensure that each SRO is provided with a dedicated private office space in which the SRO may conduct official business.

## **III. SCHOOL RESOURCE OFFICER SELECTION AND ASSIGNMENT**

- A. Hiring of a law enforcement officer to act as SRO will be at discretion of the County, with consent of the Superintendent. The County will seek the Superintendent's participation and advice in the evaluation of candidates for the SRO positions, including allowing the Superintendent or the Superintendent's designee to be present for, and to ask questions at, all interviews for the SRO positions. The SRO candidates will have, at a minimum, a valid and current law enforcement certification and shall not have any formal disciplinary action related to excessive use of force. It is preferred that the SRO have at least three years of law enforcement experience. AN SRO candidate must also possess strong communication, public speaking, and conflict resolution skills.
- B. SROs assigned to District shall be subject to the approval of the Superintendent. The



MEMORANDUM OF UNDERSTANDING  
BETWEEN CIBOLA COUNTY AND  
GRANTS-CIBOLA COUNTY SCHOOL DISTRICT

District understands that the Sheriff may rotate or change any officer assigned to serve as an SRO provided, however, that the District may refuse any particular officer assigned as an SRO and request assignment of a different officer.

- C. If there is a disagreement between Parties regarding an SRO, the Parties will participate in good faith discussions to resolve any issues. If those discussions fail, either Party may invoke the termination provisions of this MOU.
- D. Prior to placement at the District, an SRO candidate shall provide two fingerprint cards or the equivalent electronic fingerprints to the Superintendent to obtain the candidate's federal bureau of investigation (FBI) record. The District will assume the costs of a SRO candidate's background check to extent such background check is in addition to that normally required to serve as a County Sheriff law-enforcement officer.
- E. Convictions of felonies or misdemeanors contained in the FBI record shall be used in accordance with the Criminal Offender Employment Act; provided that other information contained in the FBI record, if supported by independent evidence, may form the basis for the Superintendent to reject placement of an SRO candidate.

## **VI. SCOPE OF WORK**

- A. During the School Year, each SRO will dedicate forty (40) hours per week to duties related to his/her role as an SRO. The SRO is expected to be on campus during normal GCCS staff contract hours and when students are at school. SROs will be assigned other duties that support GCCS campuses during times when students are not in session.
- B. SRO duties include, but are not limited to the following:
  - As a law enforcement officer, an SRO shall abide by federal, state, and local laws, and take law enforcement action as required. The SRO shall conduct his/her law enforcement activities pursuant to all of the operating guides, policies and operation directives of the County, except as otherwise provided in the MOU. Law enforcement approaches (such as arrest, citations, ticketing, or court referrals) shall be used only as a last resort, and never to address instances of non-violent behavior that do not pose a serious and immediate threat to school safety.
  - SROs will not take part in any school disciplinary actions, such as tardiness, loitering, use of profanity, dress code violations, and disruptive or disrespectful behaviors.
  - As an informal counselor/mentor, the SRO may address school violations in an effort to positively impact student behavior and character and may refer students to school personnel as necessary.
  - As an educator/classroom presenter, the SRO may address school-related education law to positively impact student behavior and character to mitigate more serious behaviors.
  - The SRO shall:

MEMORANDUM OF UNDERSTANDING  
BETWEEN CIBOLA COUNTY AND  
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- Foster educational programs/activities to increase each student's knowledge of and respect for the law and the function of law enforcement;
  - Attend extracurricular activities when feasible, and promote a positive relationship between students and law enforcement officials;
  - Be familiar with and adhere to District policy;
  - Be familiar with relevant community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency and delinquency-prone youths and their families. Referrals will be made when necessary as part of the District MLSS process.
  - Understand District policy regarding how to distinguish disciplinary infractions to be handled by school personnel versus criminal activity that warrants SRO involvement;
  - Review enforcement and investigative techniques and work with District personnel to provide in-service training to staff with regard to crisis management and school security;
  - Work with the District's personnel to provide recommendations concerning vehicular and traffic safety on and around the school campuses;
  - Work collaboratively with the District to create safe and drug free schools and promote healthy youth development;
  - Provide direct intervention to students who are victims, witnesses, or perpetrators of violent crime;
  - Provide assistance in the development of a Safe School Plan and crisis preparedness guidelines for schools;
  - Consider diversion opportunities for youth, rather than arrest, when appropriate; and
  - Shall provide reports and data to the District, as requested by the Superintendent, for use in analyzing the effectiveness of intervention policies. Such data may include school-based arrests, citations, searches and referrals to law enforcement or court.
- C. Duties may also include related activities such as community outreach, specialized training, criminal investigations, court appearances, serving as a liaison between the District's administration and the County of and assisting in developing protocols to address on-site crime, crisis response, truancy, parental abuse and neglect, and community justice initiatives.
- D. In the performance of their SRO duties, SROs shall report directly to the District Superintendent, or designee.

**VII. RECOGNITION OF SEPARATION OF POWERS AND COMMITMENT TO COOPERATION**



MEMORANDUM OF UNDERSTANDING  
BETWEEN CIBOLA COUNTY AND  
GRANTS-CIBOLA COUNTY SCHOOL DISTRICT

- A. An SRO will not be an employee of the District nor be responsible for enforcing formal school discipline. Public-order level offenses involving students including, without limitation, disorderly conduct, disruption of a public assembly, trespass, loitering, profanity, and fighting that does not involve physical injury or a weapon, may be considered school discipline issues to be addressed by the District rather than criminal issues requiring law enforcement intervention. Except for cases where a student's behavior presents an imminent danger of serious physical harm to the student or others and less restrictive interventions appear insufficient to mitigate the imminent danger of serious physical harm, no SRO shall use physical force or restraints on any student.
- B. An SRO will at all times operate under the authority of the County Sheriff and, accordingly, an SRO will report through the County Sheriff chain-of-command. The Superintendent of the Grants Cibola County Schools remains the person in authority for all administrative processes and personnel actions related to the SRO's services on school campuses. In addition, serious legal violations and threats to public safety will be handled in accordance with County Sheriff policies and procedures. School Administrators may request to have the SRO present for certain school related events and activities that are outside normal school hours.
- C. The District, School Administrators, and County Sheriff shall coordinate in good faith regarding the scheduling, training, responsibilities, and particular duties of the SROs.

## **IX. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT COMPLIANCE**

SROs shall be knowledgeable of and will comply with the requirements of the Family Educational Rights and Privacy Act of 1974 (FERPA), and 34 C.F.R. Part 99. Education records shall not be shared with an SRO unless a FERPA exception applies.

### **A. Law Enforcement Records**

- 1. Law Enforcement Officer records are records that are:
  - a. created by a law enforcement officer;
  - b. created for a law enforcement purpose; and
  - c. maintained by the law enforcement unit.
- 2. As set out in FERPA, the District's Law Enforcement Officer includes any individuals that are officially authorized or designated by the District to:
  - a. enforce any local, State, or federal law, or refer to appropriate authorities a matter for enforcement of any local, State, or federal law, against any individual or organization other than the School District itself; or
  - b. maintain the physical security and safety of the District.
- 3. On campuses that do not have SROs, the Superintendent may designate the principal

MEMORANDUM OF UNDERSTANDING  
BETWEEN CIBOLA COUNTY AND  
GRANTS-CIBOLA COUNTY SCHOOL DISTRICT

or other school employee to act as the Law Enforcement Officer on that campus. On campuses where there is an SRO, the SRO shall serve as the District's Law Enforcement Officer on that campus, and act as a liaison between the District and the County Sheriff as provided in this Agreement.

4. The parties understand that Law Enforcement records are not protected by FERPA because they are specifically excluded from the definition of "education records" and, thus, from the privacy protections afforded to parents and eligible students by FERPA. Law Enforcement records shall include but not be limited to surveillance videos.

**B. Access to Public Records**

1. School officials shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.

**C. Access to Education Records**

1. The Superintendent and all Law Enforcement Officials, including SROs shall be considered "school officials" for purposes of FERPA. Although not employees of the District, the Parties understand and agree that SROs shall be considered school officials for purposes of FERPA because the District has outsourced to these law enforcement officials the function of providing safety and security for the school and serving on the District's threat assessment team and as part of the District's MLSS.
2. As school officials, SROs may be provided access to personally identifiable information protected under FERPA when they have a legitimate educational interest in that information.
3. The County and the County Sheriff understand and agree that the SROs shall be under the direct control of the District with respect to the use and maintenance of education records.
4. The County and the County Sheriff understand and agree that the SROs shall be subject to FERPA's use and re-disclosure requirements in 34 CFR § 99.33(a):
  - a. Personally identifiable information from education records may be used only for the purposes for which the disclosure was made (e.g., to promote school safety and the physical security of students); and
  - b. SROs shall comply with FERPA's limits on re-disclosure of personally identifiable information from education records. An SRO who is acting as a "school official" under FERPA may not re-disclose, without appropriate consent or authority, personally identifiable information from education records to outside parties, including other employees of his or her police department who are not acting as school officials, unless the disclosure



MEMORANDUM OF UNDERSTANDING  
BETWEEN CIBOLA COUNTY AND  
GRANTS-CIBOLA COUNTY SCHOOL DISTRICT

satisfies an exception to FERPA's general written consent requirement (e.g., if the re-disclosure is made pursuant to a lawfully issued subpoena or court order or to appropriate parties under the health and safety emergency exception).

5. It shall be the responsibility of the Superintendent or District designee to make the ultimate determination as to whether information about a threat is sufficiently significant and articulable to warrant disclosure without consent to appropriate parties under the health and safety emergency exception. As members of the District's law enforcement unit, threat assessment team and MLSS, SROs may assist the District in gathering information (including personally identifiable information from education records), evaluating facts, and making District determinations, such as whether a health or safety emergency exists, and how the District should respond. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the County Sheriff that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence. If confidential student record information is needed by the County Sheriff, but no emergency situation exists, the information may be released only as allowed by law.
6. The parties understand and agree that Law Enforcement Officials meet the criteria specified in the school or district's annual notification of FERPA rights for being school officials with legitimate educational interests in the education records.
7. The SROs shall sign an acknowledgement of their responsibilities for safeguarding student information under FERPA, and their limits on re-disclosure under FERPA.

#### **XI. TERMINATION OF MOU**

With or without cause, either Party may terminate this MOU upon sixty (60) days written notice delivered to the other Party contact in person or by Certified U.S. Mail at the address provided in Section XI of this MOU. If terminated early, reimbursements under Section II above shall be made on a pro-rated basis only.

#### **XII. NOTICE**

For the purpose of providing notice under this MOU, the Parties addresses are as follows:

To the County:	Attn: County Manager
	Cibola County Complex
	700 East Roosevelt Ave, Suite 50

MEMORANDUM OF UNDERSTANDING  
BETWEEN CIBOLA COUNTY AND  
GRANTS-CIBOLA COUNTY SCHOOL DISTRICT

Grants NM 87020  
(505)285-2590 office  
(505)285-8052 cell

With Copy to: Attn: Cibola County Sheriff Department  
114 McBride Rd  
Grants, New Mexico 87020  
(505) 876-2046  
(505) 876-2090 (fax)

To the District: Attn: Superintendent  
Grants-Cibola County School District  
413 Roosevelt Avenue  
Grants, New Mexico 87020  
(505) 285-2600  
(505) 285-2628 (fax)

### **XIII. TERM**

Subject to any extension, amendment, or termination of this MOU in accordance with the provisions herein, the term of this MOU shall be from the Effective Date until the end of the 2023-2024 School Year ("MOU Term").

### **XIV. NO THIRD-PARTY BENEFICIARIES**

This MOU only ensures to the benefit of the Parties hereto. No term or provision of this MOU shall benefit any person or entity not a Party hereto. The Parties shall cooperate fully in opposing any attempt by any third person or entity attempting to claim any benefit, protection, release or other consideration under this MOU.

### **XV. SEVERANCE**

If any provision of this MOU is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be deemed amended to the minimum extent necessary to render it valid and enforceable and the remainder of this MOU will not be affected.

### **XVI. LIABILITY**

Neither Party waives or relinquishes any immunity or defense, including, without limitation, immunity under the New Mexico Tort Claims Act on behalf of itself, its governing body members, trustees, officers, employees, and agents as a result of the executions of this MOU



MEMORANDUM OF UNDERSTANDING  
BETWEEN CIBOLA COUNTY AND  
GRANTS-CIBOLA COUNTY SCHOOL DISTRICT

or the performance of the obligations contained herein.

The Parties are solely and individually liable for their actions of the trustees, officers, employees, and agents and no Party to this MOU shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this MOU.

This MOU shall be implemented by the Parties in compliance with District policies and the "New Mexico Public School Insurance Authority (NMPSIA) Mandatory Standards for School Security Personnel" adopted on March 8, 2018, and as periodically amended. The most current version of this document is attached hereto as Exhibit A.

**XVII. INTEGRATION AND AMENDMENTS.**

This MOU is the entire agreement between Parties and supersedes all oral agreements or other understandings between Parties regarding its subject matter. Modification, amendments, or extensions to this MOU shall be enforceable only if they are in writing and are signed by an authorized representative of each Party hereto.

**XVIII. NO WAIVERS**

The failure by one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this MOU constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**XIX. NONDISCRIMINATION**

Parties to this MOU shall not discriminate in this Program on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by state or federal law.

**XX. MODIFICATION**

This MOU may be amended by the Parties only upon written consent of the Parties and may not be modified by oral agreement or actions of the Parties that are inconsistent with or contrary to the requirements of this MOU. This MOU shall not become effective until executed by each Party. Therefore, the Parties to this Agreement shall begin their respective duties upon the Effective Date.

**XXI. EFFECTIVE DATE**

This MOU shall be effective from the date of the last signature hereto (the "Effective Date").

MEMORANDUM OF UNDERSTANDING  
BETWEEN CIBOLA COUNTY AND  
GRANTS-CIBOLA COUNTY SCHOOL DISTRICT

**IN WITNESS WHEREOF**, the Parties have agreed to the terms and conditions in this MOU and have executed this MOU as of the Effective Date.

**COUNTY OF CIBOLA NEW MEXICO**

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

\_\_\_\_\_  
Martha Garcia, 1<sup>st</sup> Vice-Commissioner

\_\_\_\_\_  
Christine Lowery, 2<sup>nd</sup> Vice-Chair

\_\_\_\_\_  
Robert Windhorst, Commissioner

\_\_\_\_\_  
Ralph Lucero, Commissioner

ATTEST:

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

**GRANTS-CIBOLA COUNTY SCHOOL DISTRICT**

\_\_\_\_\_  
MAX PEREZ  
SUPERINTENDENT

\_\_\_\_\_  
Date





# 10f.(a) New Business

## Requisitions Over \$20,000

SHI/ HPE 23TB Server Upgrade (2)/I.T.

\$77,369.60

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





Pricing Proposal  
Quotation #: 23281082  
Created On: 3/29/2023  
Valid Until: 3/31/2023

## NM-County of Cibola

### Jessie Carwile

700 East Roosevelt Avenue  
Suite 50  
Grants, NM 87020  
United States  
Phone: (505) 285-2952  
Fax:  
Email: jessie.carwile@co.cibola.nm.us

## Sr. Inside Account Executive

### Matthew Kemp

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

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 HPE ALLETRA 6000 23TB NVME FLD UPGR Hewlett Packard Enterprise - Part#: R7S89A	1	\$21,759.60	\$21,759.60
2 HPE ALLETRA 6000 ARRAY UPG SW/SUP SAAS Hewlett Packard Enterprise - Part#: S1E77AAE	1	\$0.00	\$0.00
3 5YR SUBSCRIPTION Hewlett Packard Enterprise - Part#: S1E77AAE#CTH	111	\$128.80	\$14,296.80
4 HPE 5Y TECH CARE ESSENTIAL WDMR SVC Hewlett Packard Enterprise - Part#: HU4A7A5	1	\$0.00	\$0.00
5 HPE Pointnext Tech Care Essential Service with Defective Media Retention - Extended service agreement - parts and labor (for 23TB NVMe flash array) - 5 years - on-site - 24x7 - response time: 4 h - for Alletra 6000 Hewlett Packard Enterprise - Part#: HU4A7A5#ZV3	1	\$2,628.40	\$2,628.40
Subtotal			\$38,684.80
Total			\$38,684.80

## Additional Comments

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

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

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

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



Pricing Proposal  
Quotation #: 23260362  
Created On: 3/24/2023  
Valid Until: 3/31/2023

## NM-County of Cibola

### Jessie Carwile

700 East Roosevelt Avenue  
Suite 50  
Grants, NM 87020  
United States  
Phone: (505) 285-2952  
Fax:  
Email: jessie.carwile@co.cibola.nm.us

## Sr. Inside Account Executive

### Matthew Kemp

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

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
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4 HPE 5Y TECH CARE ESSENTIAL WDMR SVC Hewlett Packard Enterprise - Part#: HU4A7A5	1	\$0.00	\$0.00
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Subtotal			\$38,684.80
Total			\$38,684.80

## Additional Comments

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

SHI SPIN: #143012572

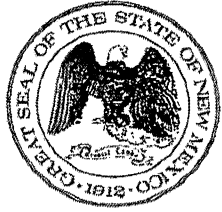
SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

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

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





State of New Mexico  
General Services Department

SPD (Rev. 2020)

Statewide Price Agreement Cover Page

Awarded Vendor:  
0000010388  
SHI International Corp.  
290 Davidson Ave.  
Somerset, NJ 08873

Contact: Tim Oakeley  
Email: [Tim\\_Oakeley@SHI.com](mailto:Tim_Oakeley@SHI.com)  
Telephone No.: (505) 350-3852

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

Invoice:  
As Requested

Price Agreement Number: 10-00000-20-00054AF

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Procurement Specialist: Vanessa LeBlanc *VL*

Telephone No.: (505) 629-9525

Email: [Vanessa.LeBlanc@state.nm.us](mailto:Vanessa.LeBlanc@state.nm.us)

Title: Software Value Added Reseller (SVAR)

Term: September 6, 2022 – April 24, 2027

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on the attached Participating Addendum.

NASPO ValuePoint Link: <https://www.naspovaluepoint.org/portfolio/software-value-added-reseller-svar/shi/>

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

*342*

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**

**SOFTWARE VALUE ADDED RESELLER (SVAR)  
LED BY THE STATE OF ARIZONA**



Master Agreement #: CTR060028  
Contractor: SHI  
Participating Entity: STATE OF NEW MEXICO  
New Mexico Statewide Price Agreement #: 10-00000-20-00054AF

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

**Scope and Participation:**

1. Scope:

☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on April 24, 2027, unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

**CONTRACTOR:**

Name:	Tim Oakeley – SHI
Address:	300 Davidson Ave, Somerset, New Jersey 08873
Telephone:	(505) 350-3852
Email:	Tim_Oakeley@SHI.com



NASPO ValuePoint  
**PARTICIPATING ADDENDUM**

**SOFTWARE VALUE ADDED RESELLER (SVAR)  
LED BY THE STATE OF ARIZONA**



**PARTICIPATING ENTITY:**

Name:	Mark Hayden, State Purchasing Director, State Purchasing Division
Address:	1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505
Telephone:	(505) 827-0472
Email:	<a href="mailto:mark.hayden@state.nm.us">mark.hayden@state.nm.us</a>
Name:	Mark Hayden, State Purchasing Director, State Purchasing Division

**Participating Entity Modifications and Additions to the Master Agreement**

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

**5. Taxes:**

The Contractor shall be reimbursed by the Participating State for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE PARTICIPATING STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Participating State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

**6. Retainage:**  
Reserved

**7. Performance Bond:**  
Reserved

**8. Term:**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE NEW MEXICO STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on

a date approved by the New Mexico State Purchasing Agent, if the New Mexico State Purchasing Agent has signed this Agreement, and end on April 24, 2027. The Participating State reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of 10 years in accordance with NMSA 1978 §13-1-150. Notwithstanding the previous in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

9. **Termination:**

A. **Grounds.** The Participating State may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Participating State's uncured, material breach of this Agreement.

B. **Notice; Participating State Opportunity to Cure.**

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Participating State shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Participating State written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Participating State's material breaches of this Agreement upon which the termination is based and (ii) state what the Participating State must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Participating State does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Participating State does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to provide the Goods or perform the Services contracted for, as determined by the Participating State; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the New Mexico State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the Participating State's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either Party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PARTICIPATING STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

10. **Appropriations:**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Participating State to the Contractor. The Participating State's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Participating State proposes an amendment to the Agreement to unilaterally reduce funding, the





Cibola County, NM

# Detail vs Budget Report

## Account Summary

Date Range: 07/01/2022 - 03/31/2023

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
<b>401 - GENERAL FUND</b>								
Expense								
401-004-402-00101	Professional Services	0.00	50,000.00	0.00	1,864.86	1,864.86	48,135.14	96.27 %
401-004-407-00009	Office Equipment & Supplies	353.11	2,700.00	0.00	537.52	537.52	1,809.37	67.01 %
401-004-412-00012	EQUIP MAINT & REPAIR	56,817.68	381,125.00	0.00	170,325.88	170,325.88	153,981.44	40.40 %
401-005-408-00011	Vehicle Expense	13,620.93	98,408.28	0.00	79,398.55	79,398.55	5,388.80	5.48 %
Expense Totals:		70,791.72	532,233.28	0.00	252,126.81	252,126.81	209,314.75	39.33 %
401 - GENERAL FUND Totals:		70,791.72	532,233.28	0.00	252,126.81	252,126.81	209,314.75	39.33 %
<b>416 - FENCE LAKE VFD</b>								
Expense								
416-018-428-00038	1/4% Fire Protection Excise Tax	0.00	140,000.00	0.00	0.00	0.00	140,000.00	100.00 %
Expense Totals:		0.00	140,000.00	0.00	0.00	0.00	140,000.00	100.00 %
416 - FENCE LAKE VFD Totals:		0.00	140,000.00	0.00	0.00	0.00	140,000.00	100.00 %
<b>649 - AMERICAN RESCUE PLAN ACT</b>								
Expense								
649-200-400-00107	IT / Security	329,443.47	500,000.00	0.00	108,997.65	108,997.65	61,558.88	12.31 %
Expense Totals:		329,443.47	500,000.00	0.00	108,997.65	108,997.65	61,558.88	12.31 %
649 - AMERICAN RESCUE PLAN ACT Totals:		329,443.47	500,000.00	0.00	108,997.65	108,997.65	61,558.88	12.31 %
Report Total:		400,235.19	1,172,233.28	0.00	361,124.46	361,124.46	410,873.63	35.05 %






# 10f. (b). New Business

## Requisitions Over \$20,000

Melloy Dodge/Durango/Sheriff  
\$42,403



[illegible]

VENDOR		Melloy Dodge	REASON SELECTED				←	
ADDRESS		9621 Coors Blvd. NW Albuquerque, NM 87114	CONTRACT/BID/RFP #		State Contract - 00-00000-20-00121 AA			
			ESTIMATED DELIVERY					
PURCHASING AGENT ENDORSEMENT		CERTIFICATION	PURCHASE ORDER #					
<p>With my signature, I hereby certify that all goods/services requested are necessary to properly conduct the operations of this department, and that all procurement has been conducted according to purchasing policies approved by the Cibola County Board of Commissioners.</p>		<p>If all three signatures are not obtained the purchase cannot move forward</p>	FUND NAME & LINE ITEM #		AMOUNT			
			605-035-455-00028		\$ 20,393.86			
			401-005-408-00028		\$ 20,009.14			
					\$ 40,403.00			
		DEPARTMENT HEAD SIGNATURE		DESIGNEE SIGNATURE		FINANCE SIGNATURE		
								

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



# **BID/QUOTE**

## **2023 Dodge Durango Pursuit**

State contract 00-00000-20-00121

<b>Item 4</b>	<b>Durango</b>	<b>\$41,808.00</b>
<b>Item T</b>	<b>Skid Plate</b>	<b>\$395.00</b>
<b>Item V</b>	<b>Spot Light Delete</b>	<b>-\$325.00</b>
<b>Item AD</b>	<b>Blind Spot</b>	<b>\$525.00</b>
	<b>Durango Total</b>	<b>\$42,403.00</b>

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





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

**Statewide Price Agreement Amendment**

**Awarded Vendor:**  
**(AG) 0000087738**  
**Phil Long Dealership LLC**  
**dba Phil Long of Raton**  
**301 South Second Street**  
**Raton, NM 87740**  
  
**Email: [rbutler@phillong.com](mailto:rbutler@phillong.com)**  
**Telephone No. (505) 514-3552**

**Number: 00-00000-20-00121**

**Amendment No.: Eight**

**Term: November 13, 2020 – November 12, 2023**

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

**Procurement Specialist: Tami Concha JC**

**Telephone No.: (505) 660-3671**

**Email: Tami.Concha@gsd.nm.gov**

**Invoice:**  
**As Requested**

**Title: Police Pursuit**

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

**This amendment is issued to reflect the following effective immediately:**

**Correct Item 4 to include Option S) for Vendor (AG) Phil Long Dealership LLC, see page 2 for updated table.**

**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*  
**Acting New Mexico State Purchasing Agent**

**Date: 2/16/2023**

**(AG) Phil Long Dealership LLC**

Item	Option	Make/Model	Current Price	New Price
4		<b>Ford Explorer Police Interceptor Utility</b>	<b>\$36,059</b>	<b>\$45,014</b>
	D)	Engine Other 3.3L V6	(\$2,354)	(\$2,354)
	K)	Interior Upgrade Package	\$490	\$490
	L)	Hybrid Engine	\$500	\$500
	S)	Remote Keyless Entry and Starting (If Available)	\$590	\$590
	AL)	Rear Console Plate	\$100	\$100
	AM)	BLISS Blind spot Monitoring	\$745	\$745
	AP)	Police Engine Idle Feature	\$390	\$390
	AR)	Reverse Sensing	\$425	\$425
		Factory Extended Warranty 5 Years 100,000 miles Powertrain	\$1,680	Included
<b>**All Other Options listed on contract item are no longer available</b>				



**Certificate Of Completion**

Envelope Id: 4D1F93EB625F4538800DEE5718188292

Subject: Please DocuSign: 00-00000-20-00121 Police Pursuit A008

Source Envelope:

Document Pages: 2

Signatures: 1

Certificate Pages: 5

Initials: 2

AutoNav: Enabled

Envelope Stamping: Enabled

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

Status: Completed

Envelope Originator:

Tami Concha

1100 S Saint Francis Dr

Santa Fe, NM 87502

Tami.Concha@gsd.nm.gov

IP Address: 174.56.109.88

**Record Tracking**

Status: Original

2/16/2023 11:15:29 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Tami Concha

Tami.Concha@gsd.nm.gov

Pool: StateLocal

Pool: GSD

Location: DocuSign

Location: DocuSign

**Signer Events**

Natalie Martinez

natalie.martinez1@gsd.nm.gov

New Mexico General Services

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

Signature Adoption: Pre-selected Style

Using IP Address: 174.244.20.228

Signed using mobile

**Timestamp**

Sent: 2/16/2023 11:17:00 AM

Viewed: 2/16/2023 1:25:57 PM

Signed: 2/16/2023 1:26:06 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Tami Concha

tami.concha@gsd.nm.gov

Procurement Specialist II

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

Signature Adoption: Pre-selected Style

Using IP Address: 174.56.109.88

Sent: 2/16/2023 1:26:08 PM

Viewed: 2/16/2023 1:31:06 PM

Signed: 2/16/2023 1:31:14 PM

**Electronic Record and Signature Disclosure:**


Not Offered via DocuSign

Valerie Paulk

Valerie.Paulk@gsd.nm.gov

Signed of Behalf of State Purchasing Agent

New Mexico General Services

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 174.205.50.148

Signed using mobile

Sent: 2/16/2023 1:31:16 PM

Viewed: 2/16/2023 2:15:59 PM

Signed: 2/16/2023 2:16:10 PM

**Electronic Record and Signature Disclosure:**

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

ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

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

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	2/16/2023 11:17:00 AM
Certified Delivered	Security Checked	2/16/2023 2:15:59 PM
Signing Complete	Security Checked	2/16/2023 2:16:10 PM
Completed	Security Checked	2/16/2023 2:16:10 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		