



# **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, June 22<sup>nd</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. 05.25.2023 Regular Commission Meeting

8. **Reports**

- a. Budget and Finance Report- Kate Fletcher-County Manager & Paul Ludi-Finance Director
- b. Assessor's Annual Report-Written Report Included in Packet-Dolores Vallejos & Jenna Rodriguez

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

- a. Consideration of Resolution 2023-29 FY23 BAR 9
- b. Consideration of Resolution 2023-31 NM Finance Authority Revolving Loan Fund and Application to Purchase a New Fire Vehicle for El Morro Fire Department
- c. Consideration of RFP # 2023-004 County Road 1 Bridge and Road Repair Engineering Service
- d. Consideration of Substance Abuse Treatment and Case Management Services Contract for Casa San Jose of Gallup, NM
- e. Consideration of Resolution 2023-33 Designating the Location of Election Day Polling Places for all Statewide Elections Conducted in 2024 and 2025; County Canvassing Board Duties Through the end of 2025; and Appointing the Board of County Commissioners as Canvass Board for the County
- f. Consideration of Resolution 2023-34 Appointing Members to The Board of Registration

**10. 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)
  - a. Bluewater Village Community Center-12 Pinion Street, Bluewater Village, NM 87005
  - b. (Old) Cibola Court and County Complex-515 W High Street, Grants, NM 87020
- c. Personnel 10-15-1 (H) (2)
- d. other specific limited topics that are allowed or authorized under the stated statute;

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

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

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

- a. Direction to Staff Regarding the Transfer of The Bluewater Community Center to The Bluewater Water and Sanitation District
- b. Direction to Staff Regarding 515 W. High Street Property

**12. Announcements**

- a. Cibola County Offices will be Closed, Tuesday, July 4th, 2023, In Observation of Independence Day Holiday
- b. The Next Regular Commission Meeting will be on Thursday, July 27<sup>th</sup>, 2023, at 5:00 p.m.

**13. Adjournment**



# 7a. Minutes

## Minutes

05.25.2023

## Regular Commission Meeting

**Regular Commission Meeting**  
**Thursday, May 25th, 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**  
**Robert Windhorst, Commissioner**  
**Ralph Lucero, Commissioner**

**Kate Fletcher, Manager**  
**Paul Ludi, Finance Director**  
**Gloria Parga, Finance**  
**Judy Horacek, Grants/Projects**  
**Natalie Grine, Chief Deputy Clerk**

**1. Call to Order**

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

**2. Roll Call**

Chairman Torrez does roll call, all Commissioners are present.

**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 Lucero.  
Second made by Commissioner Lowery 5-0 affirmative.

**6. Public Comment**

No Public Comments currently.

**7. Minutes**

**a. 4-27-2023 Regular Commission Meeting**

Motion to approve Minutes for the 4/27/2023 Regular Commission Meeting made by Commissioner Windhorst.  
Second made by Commissioner Garcia 5-0 affirmative.

**8. Reports**

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

**9. Presentation**

USDA Community Connect Grant-Donna Venable- CDEC Regulatory and Rates Manager &  
Daniel Stokes- Telecommunications Manager.  
Report on File.



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

- a. Consideration of Providing 15% Matching for Community Connect Grant Application.**  
Motion to approve Item A. made by Commissioner Lucero.  
Second made by Commissioner Windhorst. 5-0 affirmative.
- b. Consideration of Resolution 2023-30 FY24 Interim Budget.**  
Motion to approve Item B. made by Commissioner Windhorst  
Second made by Commissioner Lowery 5-0 affirmative.
- c. Consideration of Resolution 2023-27 FY23 BAR #8.**  
Motion to approve item C. made by Commissioner Windhorst.  
Second made by Commissioner Lucero. 5-0 affirmative.
- d. Consideration of IFB # 2023-002 County Road 18b Pre-Manufactured Weathering Steel Bridge.**  
Motion to approve item D and award the bid to True North Steel for \$215,704.00 was made by Commissioner Lucero.  
Second made by Commissioner Windhorst. 5-0 affirmative.
- e. Consideration of IFB # 2023-003 County Road 18b Bridge Replacement General Contractor.**  
Motion to approve item E and award the bid to Compass Engineering & Construction Services, LLC for \$674,376.82, was made by Commissioner Lucero.  
Second made by Commissioner Windhorst. 5-0 affirmative.
- f. Consideration of MOU Between Cibola County DWI Program and 13<sup>th</sup> Judicial District Adult Treatment Court & Drug Court**  
Motion to approve Item F. Made by Commissioner Garcia.  
Second by Commissioner Windhorst. 5-0 affirmative.
- g. Consideration of Intergovernmental Agreement (IGA) Between Cibola County and the Pueblo of Acoma for Housing Inmates**  
Motion to approve item G. made by Commissioner Lucero with the changes made,  
Second by Commissioner Lowery. 5-0 affirmative.
- h. Consideration of Resolution 2023-28 Supporting the Eligibility and Intent of Cibola County to Submit an Application to NMDOT for the New Mexico Transportation Project Fund (TPF) for Moquino Road (CR-5) Bridge and Road Improvements Project-Additional funding needed to complete project.**  
Motion to approve item H. made by Commissioner Garcia.  
Second by Commissioner Lucero. 5-0 affirmative.
- i. Consideration of requisitions over \$20,000**
  - a. Motorola / Move to PSB/Dispatch \$29,427.84**
  - b. Summit/Upgrades & Replacements to Aging CCTV System/I.T. \$31,826.81**Motion to approve item I, a and b made by Commissioner Windhorst.  
Second by Commissioner Lowery. 5-0 affirmative.

## **11. Executive Session**

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

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. **Bluewater Village Community Center- 4 Maple Street, Bluewater Village, NM 87005**
  2. **(Old) Cibola Court and County Complex-515 W. High Street, 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 Garcia to go into Executive Session, at 6:42 p.m.  
Second by Commissioner Windhorst 5-0 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 Windhorst at 7:28 p.m.  
Second by Commissioner Lowery 5-0 affirmative, and Motion for Closure and that No Action was taken, made by Commissioner, Lowery, Second by Commissioner Lucero 5-0 affirmative.

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

- a. **Consideration of Resolution 2023-29 Authorizing the transfer of the Bluewater Community Center to the Bluewater and Sanitation District**  
**No Action Taken.**
- b. **Direction to Staff Regarding 515 W. High Street Property**  
Motion to give direction to staff to Publish 515 W. High Street Property made by Commissioner Windhorst.  
Second by Commissioner Lowery 5-0 affirmative.

## **13. Announcements**

Cibola County Offices Will Be Closed, Monday, May 29<sup>th</sup>, 2023, In Observance of Memorial Day Holiday. The Next Regular Commission Meeting will be held on June 22<sup>nd</sup>, 2023, at 5:00 p.m.

## **14. Adjournment**

Chaiman Torrez Adjourned the Meeting at 7:30 p.m.

**PASSED, APPROVED, and ADOPTED** this 22<sup>nd</sup>, day of June 2023

BOARD OF COUNTY COMMISSIONERS

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

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

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

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

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

**ATTEST:**

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

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

**SEAL**



## 8a. Reports

# Budget and Finance Report

As of May 31, 2023





# **Cibola County Commission Meeting**

## **June 22, 2023**

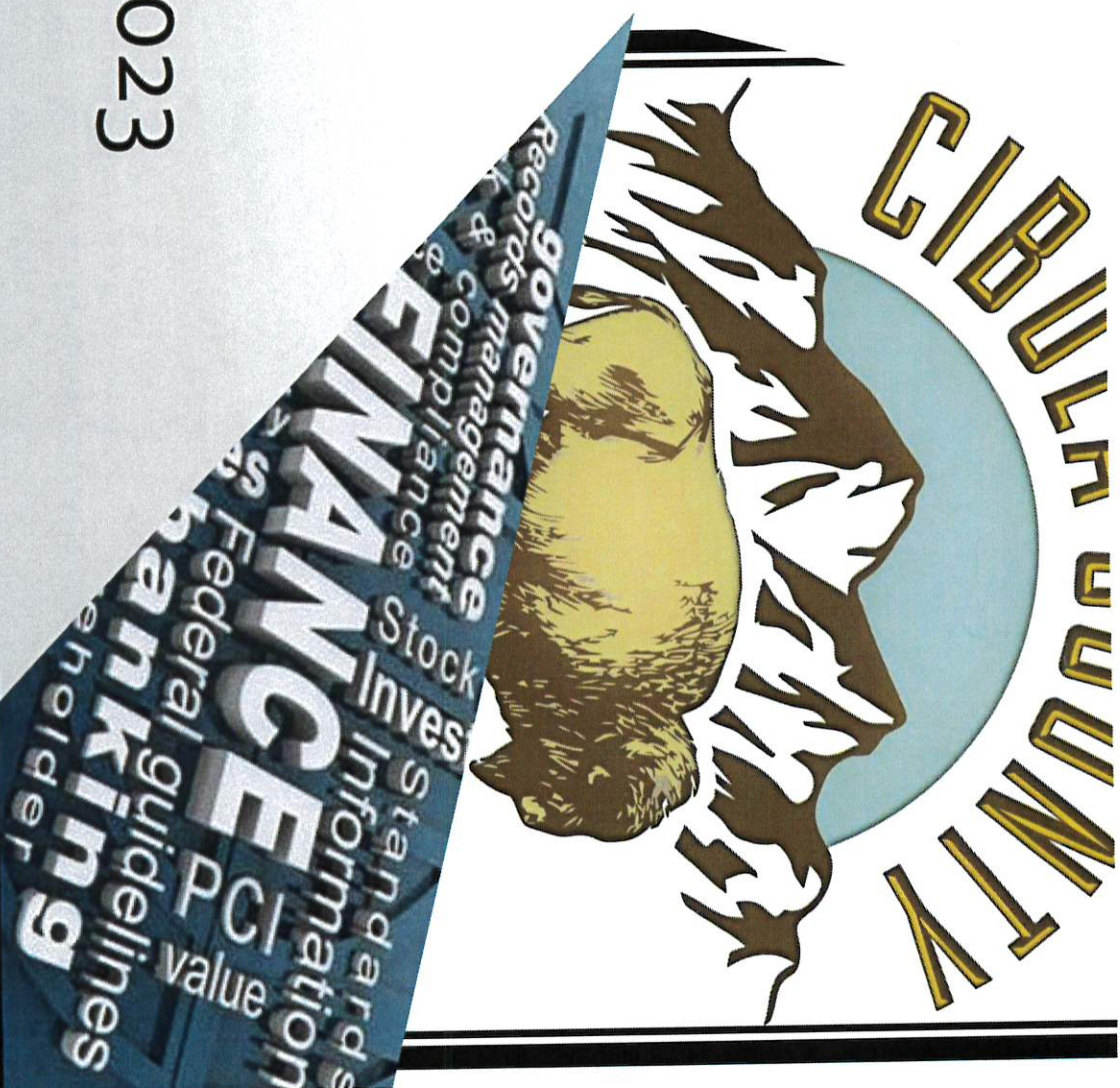
**Daniel Torrez, Chairman**  
**Martha Garcia, 1<sup>st</sup> Vice-Chair**  
**Christine Lowery, 2<sup>nd</sup> Vice Chair**  
**Robert Windhorst, Commissioner**  
**Ralph Lucero, Commissioner**  
**Kate Fletcher, County Manager**





# Finance Report

As of April 30, 2023







## Cibola County Updates

- Finance Reports & Budgets located on Finance Department webpage.
- Manager's Office is reconciled to the bank through April 30th for Main Operating account and the Treasurer's office has the Tax operating account reconciled through May 31st.
- Challenging the unbudgeted assessment for state health care benefits

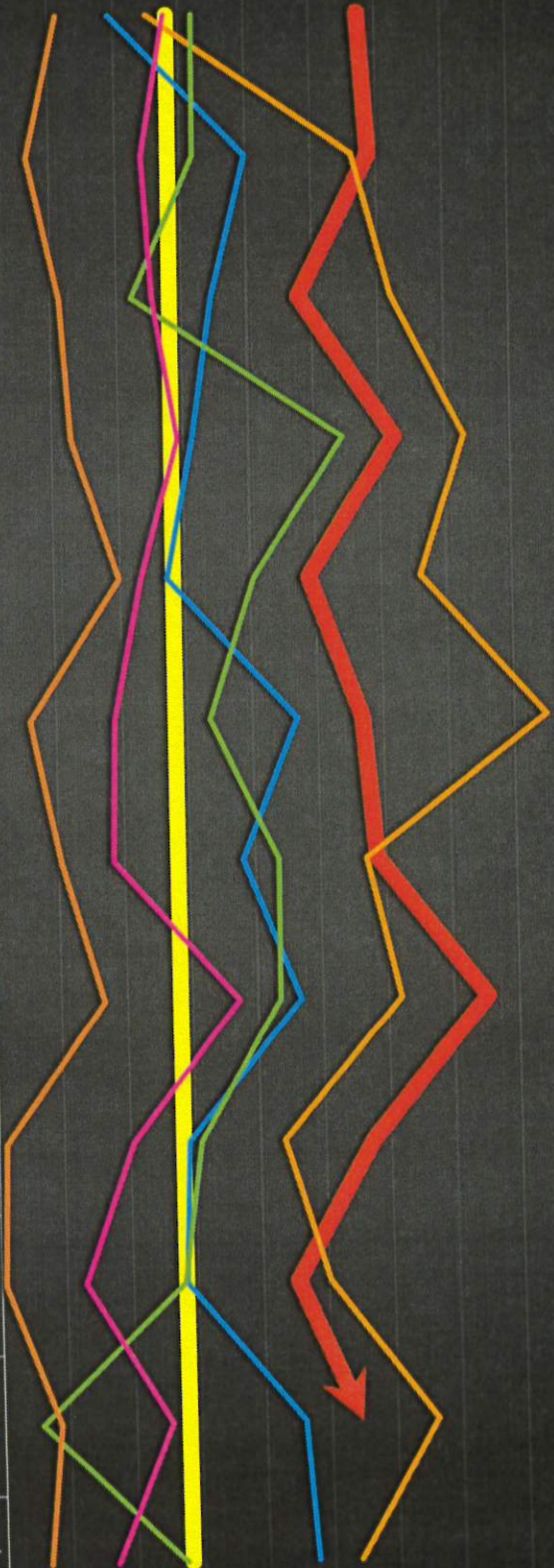
IMPORTANT  
UPDATES





## Cibola County FY23 Actuals (In Red) GRT Distributions with Contracts & Compensating Tax

\$850,000  
\$800,000  
\$750,000  
\$700,000  
\$650,000  
\$600,000  
\$550,000  
\$500,000  
\$450,000  
\$400,000  
\$350,000  
\$300,000  
\$250,000



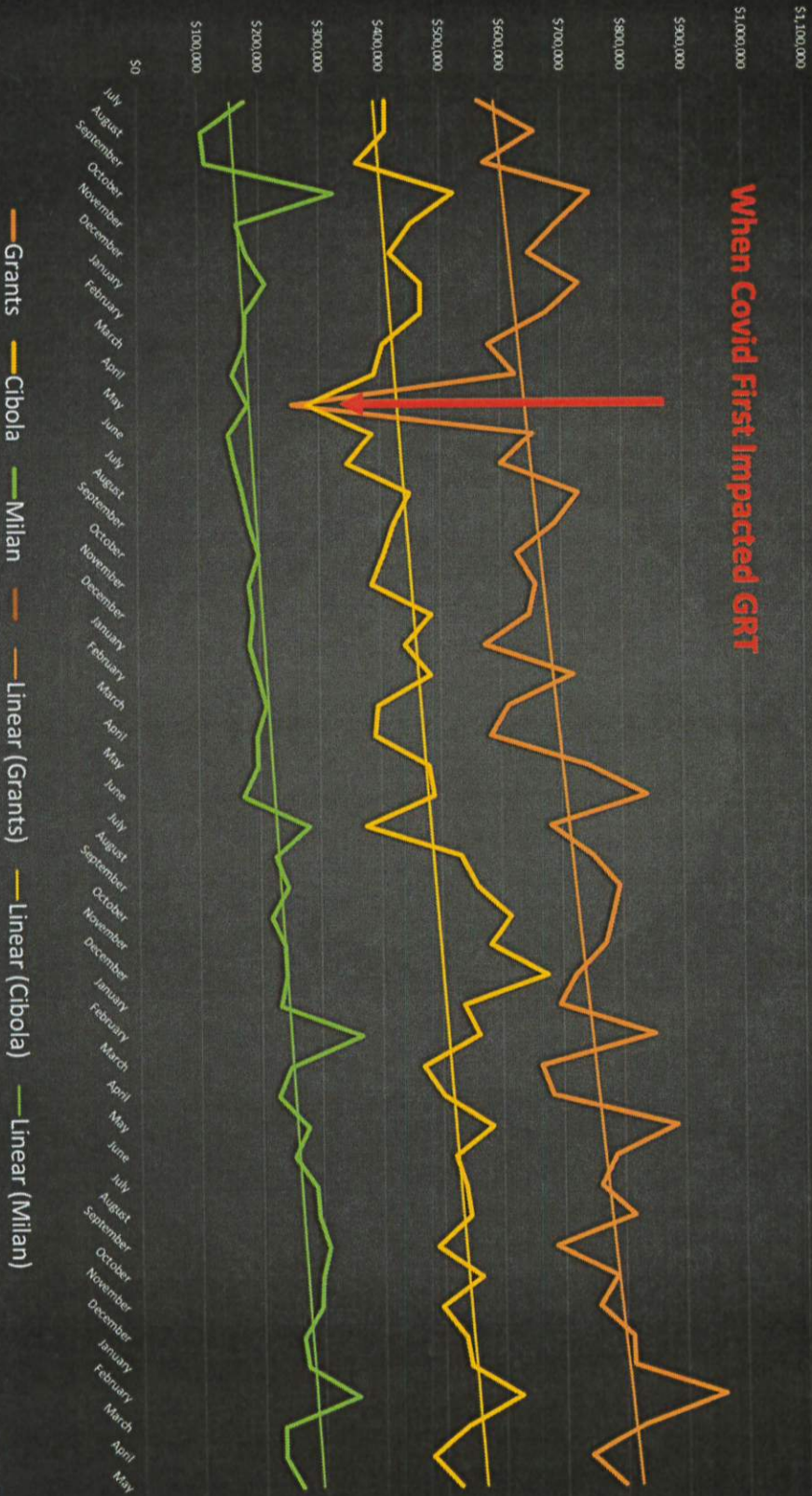
	July	August	September	October	November	December	January	February	March	April	May	June
2023 YTD Actuals	\$536,444	\$544,228	\$489,092	\$561,147	\$494,626	\$533,954	\$543,038	\$625,741	\$536,941	\$476,875	\$523,283	\$391,129
2023 Budget	\$391,129	\$391,129	\$391,129	\$391,129	\$391,129	\$391,129	\$391,129	\$391,129	\$391,129	\$391,129	\$391,129	\$391,129
2022 YTD Actuals	\$375,851	\$531,510	\$559,590	\$614,259	\$580,018	\$674,226	\$535,367	\$559,873	\$468,410	\$501,653	\$581,272	\$520,659
2021 YTD Actuals	\$346,410	\$449,178	\$422,858	\$406,515	\$386,253	\$483,975	\$441,061	\$483,245	\$395,402	\$391,479	\$480,014	\$488,025
2020 YTD Actuals	\$409,931	\$409,719	\$361,865	\$522,200	\$452,945	\$417,303	\$467,905	\$467,467	\$404,966	\$390,390	\$279,165	\$387,558
2019 YTD Actuals	\$388,766	\$370,384	\$377,648	\$395,792	\$366,307	\$344,509	\$341,921	\$436,280	\$353,013	\$314,669	\$378,007	\$334,204
2017 YTD Actuals	\$306,500	\$282,632	\$306,500	\$314,399	\$349,336	\$279,518	\$301,963	\$332,692	\$255,527	\$253,096	\$293,126	\$283,063





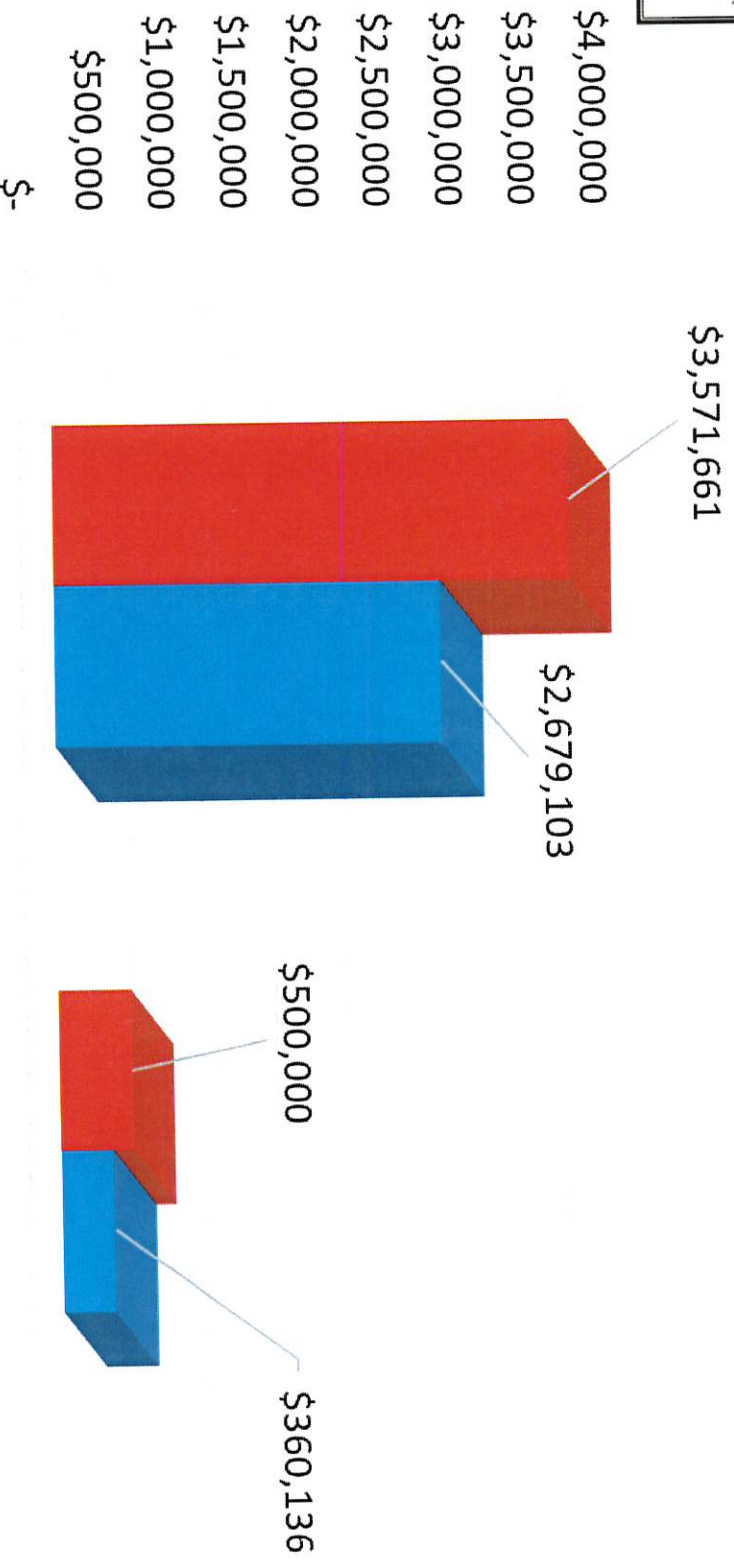
## 4 Year Comparison of Net GRT including Contracts (Intercepts), Compensating Tax, & Industry Tax **GRT After COVID**

**When Covid First Impacted GRT**





# Property Tax Collections



■ FY 2023 Budget Projection

■ May 31, 2023 Actuals





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

Active Funds	Beginning Cash Balance	Beginning Investments (Fund 614 is YTD)	YTD Revenues	YTD Transfers	YTD Expenditures	YTD Adjustments	Ending Cash & Investments
101 - INVESTMENT FUND	\$0.00	\$5,285,906.98	\$142,635.45	\$0.00	(\$14,996.57)	\$0.00	\$5,413,545.86
401 - GENERAL FUND	\$9,012,458.86	\$0.00	\$6,378,982.75	(\$3,749,260.59)	(\$7,282,065.59)	\$149,008.04	\$4,509,119.47
402 - ROAD	\$814,170.53	\$0.00	\$1,017,368.26	\$826,419.00	(\$2,653,236.60)	\$4,769.57	\$9,490.76
403 - FARM & RANGE	\$9,899.90	\$0.00	\$16,636.17	\$0.00	(\$32,523.28)	\$0.00	\$4,012.79
406 - INDIGENT	\$459,403.84	\$0.00	\$614,102.46	\$0.00	(\$336,593.71)	\$158,468.20	\$895,380.79
407 - SAN RAFAEL VFD	\$429,690.84	\$0.00	\$211,844.59	(\$142,460.59)	(\$37,340.95)	\$50.00	\$261,783.89
408 - BLUEWATER VFD	\$135,419.50	\$0.00	\$105,912.14	(\$15,691.00)	(\$110,841.59)	\$420.00	\$115,219.05
409 - LOBO CANYON VFD	\$186,334.33	\$0.00	\$0.00	\$152,460.59	(\$26,857.94)	\$0.00	\$311,936.98
413 - LAGUNA EMS	\$9,745.10	\$0.00	\$13,110.00	\$0.00	(\$15,541.97)	\$0.00	\$7,313.13
415 - PINEHILL EMS	\$9,792.83	\$0.00	\$10,325.00	\$0.00	(\$18,571.61)	\$0.00	\$1,546.22
416 - FENCE LAKE VFD	\$490,625.06	\$0.00	\$63,871.42	\$10,000.00	(\$34,045.19)	\$346.00	\$530,797.29
418 - CANDY KITCHEN VFD	\$334,043.34	\$0.00	\$129,376.00	(\$28,195.00)	(\$71,949.76)	\$0.00	\$363,274.58
419 - LAGUNA VFD	\$449,068.86	\$0.00	\$593,392.00	\$0.00	(\$183,129.48)	\$240.68	\$859,572.06
421 - FENCE LAKE EMS	\$0.00	\$0.00	\$1,500.00	\$0.00	(\$1,384.37)	(\$0.00)	\$115.63
424 - CUBERO VFD	\$137,319.55	\$0.00	\$201,255.00	(\$3,789.00)	(\$153,399.25)	\$0.00	\$181,446.30
425 - CUBERO EMS	\$5,161.04	\$0.00	\$5,000.00	\$0.00	(\$7,911.40)	\$0.00	\$2,249.64
427 - EL MORRO VFD	\$172,599.20	\$0.00	\$64,847.49	\$10,000.00	(\$47,087.20)	\$0.00	\$200,359.49
428 - SUPERIOR AMBULANCE	\$8,709.96	\$0.00	\$18,562.00	\$0.00	(\$19,388.58)	\$0.00	\$7,883.38
429 - CIBOLA ADMIN EMS	\$0.00	\$0.00	\$1,500.00	\$0.00	(\$1,499.15)	\$0.00	\$0.85
435 - CONSOLIDATED DISPATCH	\$337,919.23	\$0.00	\$1,118,489.33	(\$4,000.00)	(\$1,108,817.46)	\$0.00	\$343,591.10
438 - DWI GRANT	\$7,141.44	\$0.00	\$71,366.44	\$0.00	(\$21,666.60)	\$0.00	\$56,841.28
439 - DWI DISTRIBUTION	\$81,453.49	\$0.00	\$261,041.21	\$0.00	(\$205,672.17)	\$0.00	\$136,822.53
475 - COUNTY FIRE PROTECTION	\$1,046,419.40	\$0.00	\$230,824.32	(\$60,000.00)	(\$35,959.50)	\$0.00	\$1,191,284.22
500 - CLERK RECORDING/FILING	\$75,210.46	\$0.00	\$36,648.00	\$0.00	(\$16,338.81)	\$0.00	\$95,519.65
569 - 2014A BOND INCOME FUND	\$0.00	\$0.00	\$1,161,818.61	\$0.00	(\$572,419.91)	(\$0.01)	\$589,398.69
570 - 2014B BOND INCOME FUND	\$0.00	\$0.00	\$1,728,691.39	\$0.00	(\$765,677.29)	\$0.00	\$963,014.10
575 - NMFA LOANS	\$0.00	\$1,969,750.10	\$16,908.23	\$348,861.08	(\$1,904,612.05)	\$0.00	\$430,907.36
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)	(\$83,707.57)	\$2,677.13	\$93,729.12
605 - LAW ENFORCEMENT PROTECTION	\$305.98	\$0.00	\$60,000.00	(\$19,997.00)	(\$19,915.12)	\$0.00	\$20,393.86
606 - NMDOT LOCAL GOV. TRANS. GRANT	\$870,047.47	\$0.00	\$0.00	\$0.00	(\$71,216.45)	\$0.00	\$798,831.02
607 - QUARTZ HILL PROJECT	\$57,802.60	\$0.00	\$39,764.73	\$0.00	(\$7,608.00)	\$0.00	\$89,959.33
614 - DETENTION CENTER	\$27,891.96	\$762,130.36	\$3,246,437.04	\$1,550,000.00	(\$4,825,424.56)	(\$874,666.27)	(\$113,631.47)
620 - % REAPPRAISAL FUND	\$29,708.42	\$0.00	\$68,212.61	\$48,104.51	(\$103,041.46)	\$0.00	\$42,984.08
646 - LG ABATEMENT	\$0.00	\$0.00	\$168,204.60	\$0.00	\$0.00	\$28.00	\$168,232.60
647 - LATCF GRANT	\$0.00	\$0.00	\$3,151,902.50	\$0.00	\$0.00	\$0.00	\$3,151,902.50
648 - TPE COUNTY ROAD GRANTS FUND	\$0.00	\$0.00	\$1,900,000.00	\$0.00	(\$297,130.04)	\$0.00	\$1,602,869.96
649 - AMERICAN RESCUE PLAN ACT	\$2,148,534.39	\$0.00	\$2,990,653.00	\$0.00	(\$2,182,473.83)	\$0.00	\$2,556,713.56
650 - NMFA COMP. & LEDA GRANT	\$26,566.00	\$0.00	\$0.00	(\$26,566.00)	\$0.00	\$0.00	\$0.00
651 - CAPITAL OUTLAY PROJECTS	\$58,464.93	\$0.00	\$4,011,256.00	\$1,117,400.00	(\$4,005,859.47)	\$0.00	\$1,101,261.46
TOTALS=	\$17,265,598.39	\$8,017,787.44	\$29,607,579.42	\$0.00	(\$27,335,848.48)	(\$558,658.66)	\$26,996,458.11



ENTITY NAME: Cibola County  
 FISCAL YEAR: FY 2022-23  
 RESOLUTION #: 2023-29  
 BAR SCHEDULE: 2023-29A



## BAR #9 Schedule 2023-29A

TYPE OF BAR (LOCAL OR STATE (S))	COUNTY DEPARTMENT	REVENUE EXPENDITURE TRANSFER (TO or FROM)	CIBOLA COUNTY ACCOUNT#	DESCRIPTION OF ACCOUNT	APPROVED BUDGET	ADJUSTMENT	ADJUSTED BUDGET	PURPOSE
S	Investment Fund	Revenue	101-23-360-18000	Income on Investments	\$100,000.00	\$70,000.00	\$170,000.00	Currently over budget by \$42,000. Earning over \$20,000 per month now. Need another \$25,000 for June so total adjustment rounded is \$70,000 increase
S	General Fund	Transfer Out	401-011-651-09651	From 401 to 651	(\$1,000,000.00)	(\$215,000.00)	(\$1,215,000.00)	Needed increased loan from GF
S	General Fund	Transfer In	401-012-499-09651	From 651 to 401	\$1,000,000.00	\$215,000.00	\$1,215,000.00	Reimburse GF
S	Lobo Canyon VFD	Transfer In	409-019-499-09407	From 407 to 409	\$105,875.00	\$46,586.00	\$152,461.00	Bar #8 only did a one sided increase. Need this transfer in to zero out transfers for state reporting
S	Superior Ambulance	Expenditure	428-021-424-00082	SAFETY EQUIPMENT	\$27,271.96	(\$8,710.00)	\$18,561.96	Increased reversion amounts for EMS in BAR #8 but forgot to reduce expenditures in other expense.
S	Laguna EMS	Expenditure	413-021-425-00082	SAFETY EQUIPMENT	\$14,088.00	(\$9,746.00)	\$4,342.00	Increased reversion amounts for EMS in BAR #8 but forgot to reduce expenditures in other expense.
S	Pinehill EMS	Expenditure	415-021-427-00082	SAFETY EQUIPMENT	\$11,339.05	(\$9,793.00)	\$1,546.05	Increased reversion amounts for EMS in BAR #8 but forgot to reduce expenditures in other expense.



## Monthly Question

Are Fund Deficits allowed at Fiscal Year end and on Quarterly reporting to the state?

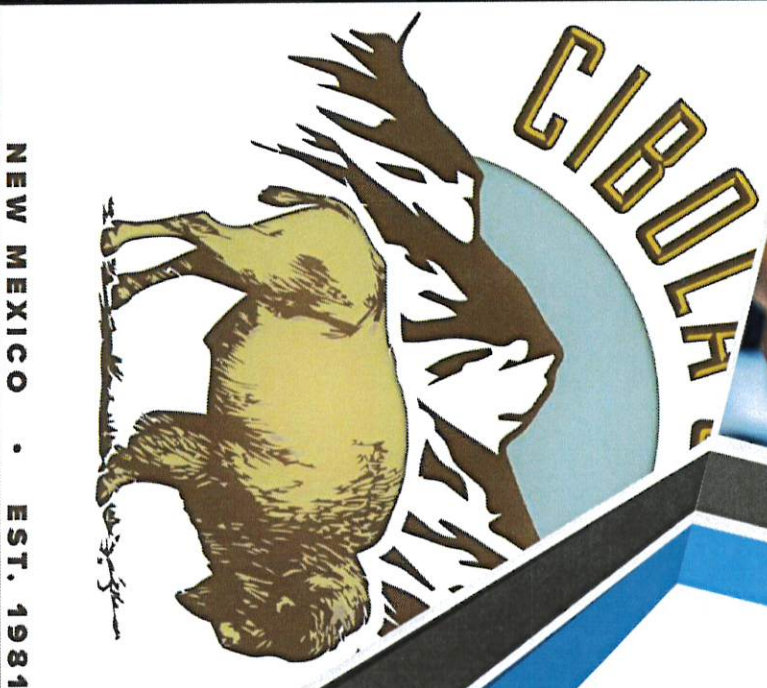
- A – Yes, just as long as the total of all funds is positive.
- B – Only if the County Manager says so.
- C – No, each individual fund must equal zero or be positive.
- D – Yes, when Commissioner Lucero gets a Hole in One.

ANSWER IS - C – **NO!!!!** Each individual fund is its own set of balancing accounts. Think of each as its own checkbook. At every quarter and at year end if the balance isn't zero or a positive amount, it will be a red flag to DFA during the quarterly submissions and it will be an audit finding at Year end.



# The End

# Questions?





# 8b. Reports

## Assessor's Annual Report

Written Report Provided by Assessor-Dolores  
Vallejos & Deputy-Jenna Rodriguez



# County Assessor's 2023 Annual Report



Dolores Vallejos  
Assessor

Jenna Rodriguez  
Deputy Assessor



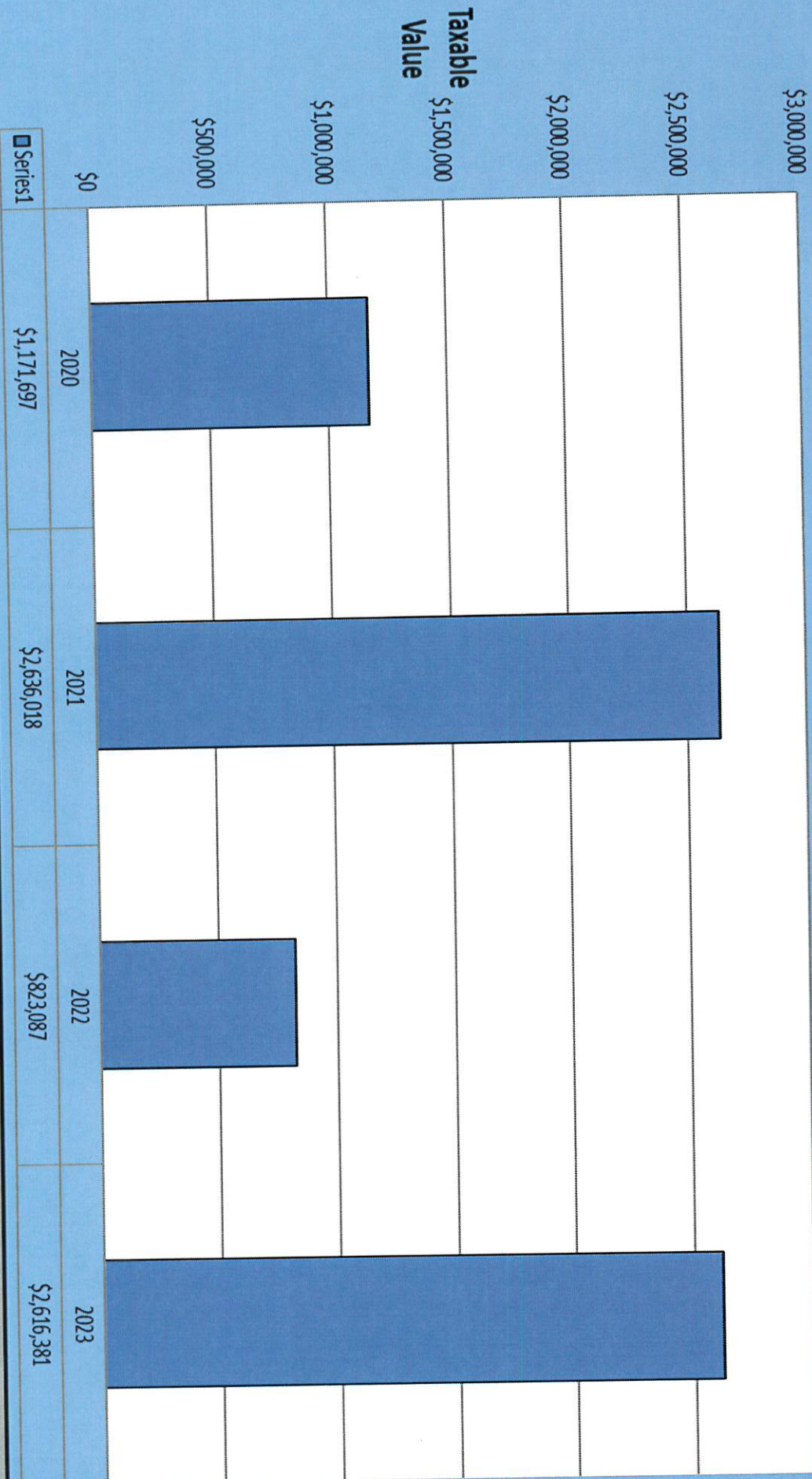
# Net Taxable Valuation Comparison

	Tax Year 2022	Tax Year 2023	\$ Change	% Change
Total Taxable Value	382,613,514	\$396,476,509	\$ 13,862,995 \$2,616,381 Net New	3.5%
Total Resid. Value	\$ 161,375,974	\$170,888,759	\$9,512,785 \$ 2,478,378 Net New	5.6%
Total Non- Resid. Value	\$221,237,540	\$225,587,750	\$ 4,350,210 \$138,003 Net New	1.9%





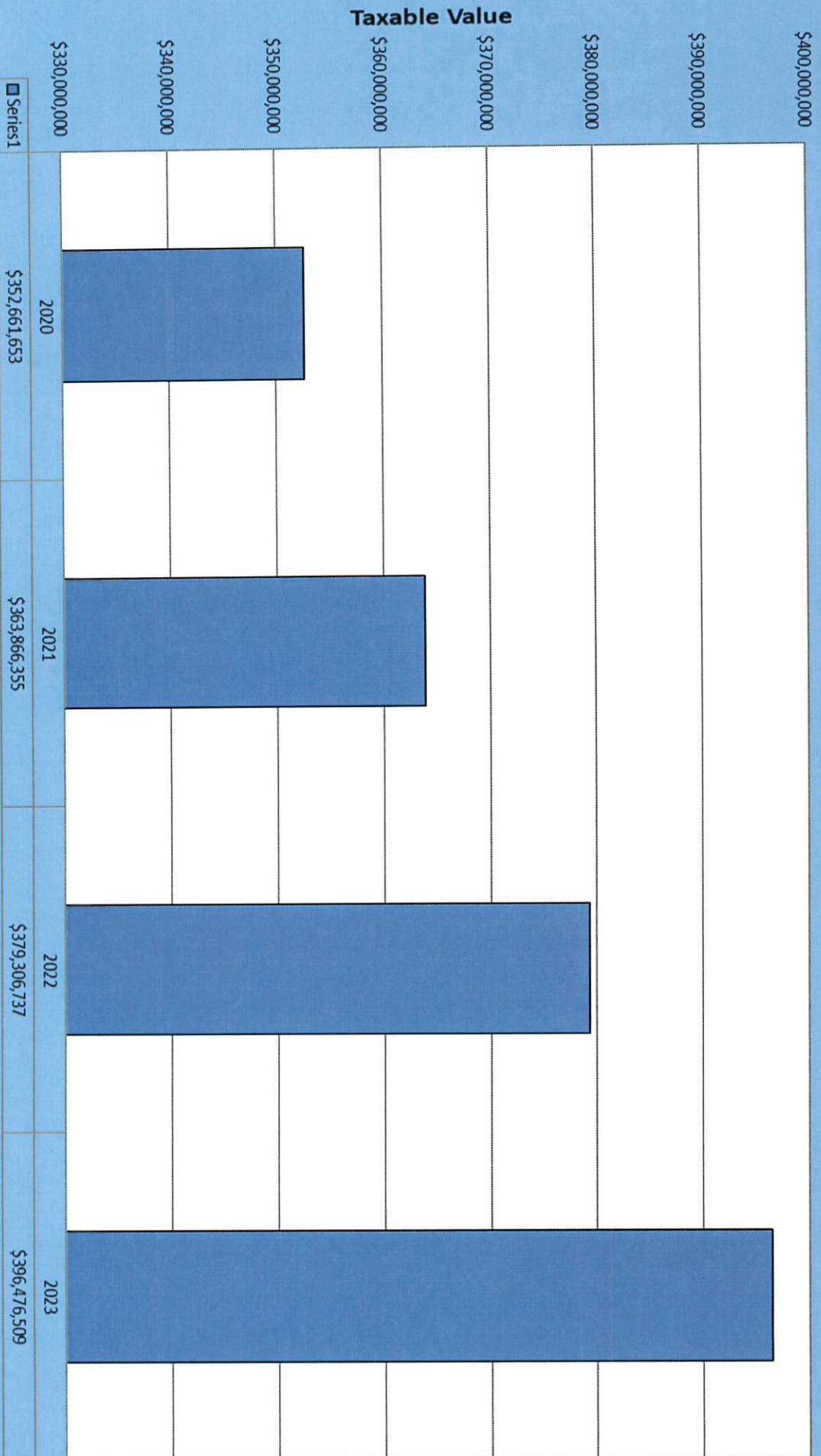
## New Taxable Value Added







## Total Taxable Value History





## **4.F. Buy America**

All steel and iron products incorporated into the project shall meet the Buy America Requirements (23 CFR § 635.410). If steel or iron materials are to be used, all manufacturing processes, including application of a coating, smelting, and any process that alters the material's physical form, for these materials must occur in the United States and be certified as domestic. See Chapter 13 - Construction for additional information. This may need to be considered during design when specifying a proprietary product that has iron or steel components.

## **4.G. Public Interest Findings**

On September 27, 2019, FHWA issued a final rule in the Federal Register rescinding the long-standing regulatory provisions for patented or proprietary products in 23 CFR 635.411(a)-(e). The rule, which became effective as of October 28, 2019, provides greater flexibility and encourages innovation in the selection of proprietary or patented materials. It also eliminates the requirements limiting the use of federal funds in paying for patented or proprietary materials, specifications, or processes. As a result of this change, Public Interest Findings (PIFs) and certifications for proprietary products are no longer required.

### **4.G.1. Public Interest Findings**

A PIF is warranted when a contracting agency is unable, or it is not prudent, to comply with a specific federal requirement and a request to deviate can be justified. As part of the request for the PIF, a contracting agency is required to gather and analyze all pertinent data and develop supporting documentation to justify why it is in the public's best interest to deviate from federal regulations. These instances should be rare, and they must be adequately justified and documented.

The most commonly requested areas include:

- Use of publicly-owned equipment (23 CFR § 635.106)
- Use of materials provided by the T/LPA or NMDOT (23 CFR § 635.407)
- Contract award based on a method other than competitive bidding (23 CFR § 635.204, see agency force account below). This condition must not be retroactive.

A PIF requires the following:

- A description of why it is in the public's best interest
- Engineering/economic analysis (cost-benefit) supporting the requested action





# 9a. New Business

## Resolution 23-29

FY23 BAR# 9

**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

**700 E. Roosevelt Ave., Suite 50**

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



Kate Fletcher  
County Manager

**Resolution No. 2023-29 BAR #9**

**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 – 29A* 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 22nd day of June, 2023.

**THE BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
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

Cibola County  
FY 2022-23  
2023-29  
2023-29A

[illegible]





## 9b. New Business

# Resolution 23-31

NMFA Loan-New Fire Vehicle-El Morro Fire  
Station



## **RESOLUTION NO. 2023-31**

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

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

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

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of an equipped Fire Vehicle ("Project") for the benefit of the Governmental unit and its citizens; and

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

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

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

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

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

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

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

PASSES APPROVED AND ADOPTED this 22ND day of JUNE, 2023.

THE BOARD OF COUNTY COMMISSIONERS:

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

\_\_\_\_\_  
Martha Garcia, 1st Vice-Chair

\_\_\_\_\_  
Dr. Christina Lowery, 2nd Vice-Chair

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

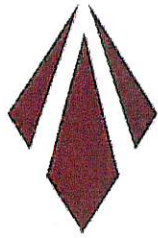
\_\_\_\_\_  
Ralph Lucero, Commissioner

(Seal)

ATTEST:

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





NEW MEXICO  
**FINANCE AUTHORITY**

NMFA Use Only:

App. #:	-PP
FA assigned:	
Legislative Authorization	

**PUBLIC PROJECT REVOLVING FUND  
EQUIPMENT APPLICATION**

**I. GENERAL INFORMATION**

**A. APPLICANT /ENTITY**

Application Date: 6/15/2023

Applicant/Entity:	Cibola County				
Address:	700 East Roosevelt Ave., Suite 50				
County	Cibola	Census Tract:	27213		
Federal Employer Identification Number (EIN) as issued by the IRS:				850291095	
Legislative District:	Senate:	30, 4	House:	69, 6	
Phone:	5052852516	Fax:	5052855434	Email Address:	paul.ludi@co.cibola.nm.us
Individual Completing Application:		Paul Ludi			
Address:	700 East Roosevelt Ave., Suite 50				
Phone:	505-290-9252	Fax:	505-285-5434	Email Address:	paul.ludi@co.cibola.nm.us

**II. PROJECT SUMMARY**

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

**1. Description of Equipment:**

Freightliner M2 106 Regular Cab 2x4 Chassis fully loaded and ready to serve.

2. When do you need NMFA funds available?

ASAP

**B. Total Project Cost & Sources of Funds Detail.**

Equipment Items	NMFA Funds Requested	Other Public Funds*	Private Funds	Total
Outfitted Fire Truck	\$ 220,600	\$ 130,000	\$	\$ \$340,600
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Total Cost:\$	\$	\$	\$	\$

**III. FINANCING**

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

☐ Municipal Local Option GRT – please specify: \_\_\_\_\_

☐ County Option GRT – please specify: \_\_\_\_\_

☐ Other Tax-Based Revenue: \_\_\_\_\_

☐ State-Shared GRT \_\_\_\_\_

☐ Law Enforcement Funds \_\_\_\_\_

☒ Fire Protection Funds \_\_\_\_\_

☐ Other Revenue: \_\_\_\_\_

B. Preferred financing term: 15 years.

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

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

**IV. READINESS TO PROCEED ITEMS**

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

☒ Equipment cost breakdown (if applicable)

☒ Three most recently completed fiscal year audit reports



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

### V. CERTIFICATION

**I certify that:**

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

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

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

**Signature:**

\_\_\_\_\_  
(highest elected official)

**Title:** Chairman

**Jurisdiction:**

Cibola County

**Print Name:**

Daniel Torrez

**Date:**

**Signature:**



**Date:**

6/22/2023

**Finance Officer/Director:** Paul Ludi



# 9c. New Business

## IRFP#2023-004

CR-1 Bridge and Road Repair-Engineering  
Services

No Back Up Provided

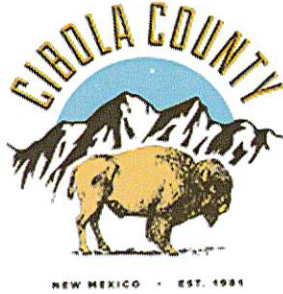




# 9d. New Business

## Substance Abuse Trt. & Case Mgmt. Contract

Casa San Jose of Gallup NM and Cibola County



## Agreement for Substance Abuse Treatment and Case Management Services

This agreement is entered into by the Board of Cibola County Commissioners herein after referred to as "BOCCC", on behalf of the Cibola County DWI Program, herein after referred to as "DWI" and Catholic Charities of Gallup DBA Casa San Jose herein after referred to as "Contractor", pursuant to Section 2.3 of the Cibola County Procurement Regulations.

### I. SERVICES TO BE PERFORMED BY CONTRACTOR

- 1.1 Contractor will provide therapeutic services that will assist the DWI Offenders who need substance abuse treatment services and case management.
  - 1.1.1 Conduct initial screening and assessment (using acceptable instruments such as SASSI, ASI etc.) on all referred individuals, and develop treatment plans, based on said screenings and assessments within 10 days of referral. Copies to be provided to the DWI Program.
- 1.2 All services must be performed directly by a licensed Chemical Dependency Councilor (LCDC), or Licensed Professional Councilor whose training and experience is directly related in dealing with substance abuse/dependency issues.
- 1.3 All services to be provided by Contractor will comply with NMSA 1978, Section 61-9a-1, et. seq.
- 1.4 **SCOPE of WORK:** Counseling must incorporate individual sessions, group, and family sessions (if need/recommended) that utilize interpersonal and cognitive behavioral methods and strategies. Counseling may incorporate psychodynamic and affective methods and strategies to achieve mental,



emotional, physical, social, moral, educational, spiritual, career development, and adjustment through the life span as the individuals' substance related issues are impacted by aforementioned areas. Programming must be based on Best Practices model.

1.4.1 Such groups will be assessed and treatment will be provided in accordance to their assessment, which may include, but not limited to, the following

1.4.1.1 Chemical dependency issues specific to treatment

1.4.1.2 Appropriate treatment strategies, including family engagement strategies.

1.4.1.3 Emotional development and mental health issues for offenders

1.4.1.4 Must be appropriate to an Intensive Outpatient setting

1.4.1.5 Must be substance use disorder specific

1.4.2 Group sessions will incorporate all requirements set forth by the State of New Mexico's Mandatory Minimum Sentencing for DWI to include life skills training, relapse, prevention, decision making processes, and other cognitive procedures to meet the needs of the offender in the program.

1.5 Services must be provided in the language of literacy and understanding of the offender.

1.6 Contractor must implement best practice based programming.

1.7 Contractor may be called to testify in a Court of Law, at no additional cost to the DWI Program.

1.8 Contractor will meet with department representatives, on a monthly basis, to address any issues that may hinder the effectiveness of treatment services being provided.

1.9 Contractors must provide monthly attendance reports on each DWI program offender.

1.10 Contractor should determine if the offender is making progress based on specific measurable objectives, observable changes, and demonstrated ability to apply changes in their current situation; and, if not, develop an action plan that includes and informs the DWI Program to extent not prohibited by HIPAA.

- 1.11 Contractor shall provide an individualized treatment plan of service regarding the prescribed treatment for Offenders referred to Contractor within (10) days of admission.
- 1.12 Contractor will be available to communicate, and staff cases, with supervising DWI Probation Officer and or Department Liaison on a monthly basis.
- 1.13 Contractor will provide all services as indicated:
- 1.13.1 One (1) hour individual session a minimum of one (1) time a week
  - 1.13.2 Group session a minimum of one (1) hour weekly
- (Definition of therapeutic hour – 50 minutes of services with 10 minutes of documentation)
- 1.14 Ratio of Contractor providing service to Offenders in groups will be 1:10
- 1.15 All services provided to the Offender, referred through DWI Probation, will be specific to those Offenders only.
- 1.16 Juvenile Offender are never to be mixed in with Adult Offenders, under any circumstances.
- 1.17 Contractor shall provide services for 100 or more Offenders per Year.
- 1.18 Contractor will provide, or arrange, transportation for all Offenders participating in their program, if needed and requested, for the purpose of attending all the contractor related services. Contractor shall comply with Medicaid and other insurance billing processes for reimbursement of transportation services.
- 1.19 Contractor shall provide aftercare treatment and support as required
- 1.20 Contractor shall follow all guidelines in New Mexico Court Standards in regards to Cibola County Judicial Courts.

## **II. COMPENSATION**

- 2.1 Contractor shall submit claims on invoices bearing Contractor's letterhead not later than five (5) working days from the last day of the month for which payment is requested to the Cibola County DWI Program, Program Coordinator. Should the



5<sup>th</sup> day be a weekend, the invoice shall be due the Friday before the 5<sup>th</sup>. Invoices not timely submitted along with required documentation showing proof of attendance for each individual offender shall not be paid. The Contractor will not be paid for missed appointments. Letterhead shall contain an accurate mailing address and telephone number where contractor can be reached during normal business hours. Contractor's invoice must indicate offenders name, type of service and related cost. The DWI Program will verify the services performed by the Contractor through the DWI Programs' purchase of service request. The DWI Program will then process the invoice for payment through the Cibola County Procurement Office. The Cibola County Procurement Office will verify all supporting documentation and generate a check for the service provider. Payment for services with state funds will be identified on the check with a note "LDWI Grant, State Funds". Contractor shall maintain separate accounting records for the receipt and expenditure of any and all state funds received pursuant to this agreement. The Cibola County Procurement Office will mail out the check after Commissioners' Signature. Checks are mailed directly to the Contractor. The County of Cibola shall make payments within thirty (30) days of receipt by county entity.

2.2 Contractor shall establish procedures to and shall seek reimbursement and bill payment for services rendered pursuant to this agreement from any and all state/federal or other sources as applicable for eligible persons in eligible settings (such as Medicaid or other insurance). The DWI Program shall be the payer of last resort. Contractor shall reduce the amount of invoice for the amount of reimbursement received from any and all state/federal or other sources for eligible persons in eligible settings. Invoices for services timely billed to, but denied by, other funding sources may be submitted to the County in accordance with the requirements of this contract except that such invoices shall be submitted within 90 days from the date of service along with documentation of submission the contracted rate with Medicaid reimbursement or any other reimbursement. Invoices not timely submitted shall not be paid.

2.3 A purchase of service must be approved by the DWI Program and submitted to the Contractor prior to services being rendered. The DWI Program will not be financially responsible for any services rendered without prior approval of the purchase of service by the DWI Program. The contractor must have an approval purchase of service from the department prior to any services being rendered. The purchase of service will include the identified service and dates of service which are needed on a monthly basis.

2.4 For and in consideration of said services Contractor shall be paid as follows:

The entirety of the services to be provided under this contract shall not exceed \$60,000.

Costs shall be determined according to the Rate Sheet submitted by Contractor on or before July 1, 2023.

Payment of taxes due for any money received under this agreement, shall be the Contractors' sole responsibility, and shall be reported under the Contractors Federal and State Tax Identification Number.

### **III. RECORDS and REPORTING**

#### **3.1 Record Retention**

- 3.1.1 Contractor shall maintain and make available for inspection, audit or reproduction, by an authorized representative of Cibola County, DWI, the State of New Mexico, or the Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, herein after called the records. Contractor shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to this agreement.
- 3.1.2 Contractor shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of three years after the end of the contract period. If any litigation, claim or audit involving these records commences before the six-year period expires, the Contractor must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved, whichever is later.
- 3.1.3 Contractor shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). Contractor understands the acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully within the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

### **IV. APPROPRIATIONS and MATERIAL REPRESENTATIONS**

#### **4.1 Appropriations**



- 4.1.1 This agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this agreement. Contractor shall have no cause of action against Cibola County or DWI is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Federal and/or State funding to Cibola County or DWI.
- 4.1.2 All representations made by the DWI Program are contingent upon availability of funds from which payments for the contract services can be made and do not represent an obligation on the part of the DWI Program, the County of Cibola, or the New Mexico Department of Finance and Administration Local Government Division.

#### **4.2 Material Representations**

- 4.2.1 Contractor is familiar with NMSA 1978, Section 32A-4-3, mandatory reporting requirements.
- 4.2.2 Contractor certifies that the individual(s) or business entity named in this agreement is in good standing with HIPPA.
- 4.2.3 The Contractor shall act in accordance with the policy, procedure and protocol of Federal and State confidentiality guidelines, statutes, and regulations.
- 4.2.4 Contractor warrants that is certified, approved or licensed by all Federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures and administrative rules to regulate any activity performed by the Contractor. Current proof of such certification. Approval, or license, registration or any other required regulatory permits shall be provided to the Cibola County DWI Program within thirty (30) days or execution of this agreement.
- 4.2.5 Contractor shall ensure that all files and records generated or created, pursuant to this contract containing individually, identifiable health information in electronic, paper and oral form also known as protected health information (PHI) is maintained and/or disseminated in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPPA)

#### **V. TERM AND TERMINATION**

**Term:** This Agreement shall be effective July 1, 2023 and shall continue until the end of the fiscal year. It will renew

absent written objection of either party for the next fiscal year, but shall not exceed the expenditure of \$60,000.

**Termination:** The County may terminate this Agreement at any time by giving thirty (30) days written notice, sent certified mail (Return Receipt Requested) to terminate. The Contractor may seek to terminate if the County materially breaches this agreement. The County may terminate this agreement without notice immediately in the event Contractor fails to comply with any provision of this agreement upon termination or receipt of written notice to terminate, whichever occurs first. Should the County lose Grant Funding, The County shall no longer be responsible for any further billing and shall notify the Contractor in writing. Notice Shall Be Mailed;

To DWI Program: Vicki Kramer  
Cibola County DWI Program Manager  
700 E. Roosevelt Suite 40  
Grants NM, 87020

To Contractor: Catholic Charities of Gallup DBA Cas  
Attn: Contracts  
2595 W Hwy 66  
Grants, NM 87020

## **VI. INDEPENDENT CONTRACTOR**

Nothing contained herein shall be construed as creating the relationship of employer and employee between the County and the Contractor. The Contractor shall be deemed at all times to be an independent contractor.

## **VII. ASSIGNMENT**

Contractor shall not sell, assign, transfer or convey this agreement, in whole or in part, without the prior written consent of Cibola County and the DWI Program.

## **VIII. VENUE**

This agreement will be governed and construed according to the laws of the State of New Mexico. This agreement is performable in Cibola County, New Mexico. Venue for any legal proceeding shall be in Cibola County, New Mexico.



## **IX. INDEMNIFICATION**

- 9.1 Contractor shall defend, indemnify and hold harmless Cibola County and the Cibola County DWI Program, their officers, agents, and employees from all claims or causes of action of any kind for injury or damage of any kind to any person or property brought by or on behalf of any person due to or related to the negligence or intentional act or omission of Contractor, its agents, employees or subcontractors. Contractor shall pay any and all damages assessed against Cibola County and the Cibola County DWI Program, their officers, agents or employees arising out of such negligence or intentional acts.
- 9.2 Contractor shall maintain at Contractor's own expense, Professional Malpractice Insurance with a policy limit of not less than \$1,000,000.00. Such policy shall be with an insurance company licensed to do business in New Mexico and shall be satisfactory to the County. All of said insurance policies shall name the County, officers, agents, and employees and the Cibola County DWI Program, its officers, agents, and employees as additional insured's and shall provide that the County of Cibola shall be given at least thirty (30) days advance written notice of any lapse, amendment or cancellation.
- 9.3 Contractor shall purchase at its own expense, commercial public liability insurance in a general aggregate limit of not less than \$300,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property. Such policies shall be with an insurance company licensed to do business in New Mexico and shall be satisfactory to the County. All of said insurance policies shall name the Count, its officers, agents, and employees and the Cibola County DWI Program, its officers, agents, and employees as additional insured's and shall provide that the County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.

## **X. AGREEMENT**

This document expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

## **XI. ENFORCEMENT**

In the event that any portion of this agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.

## **XII. NONDISCRIMINATION AND EQUAL OPPORTUNITY**

- 12.1 Contractor certifies that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.
- 12.2 Contractor shall ensure that the Regulation and Licensing Department Counseling and Therapy Board. has properly licensed them to provide services at the level and intensity specified in the invitation to bid, and shall submit with proposal a copy of said license.
- 12.3 Contractor shall make available upon request a copy of their current Policy and Procedures Manual to ensure compliance.

## **XIII. WORKERS COMPENSATION**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

## **XIV. LOBBYING**

No federally appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL,

"Disclosure Form to Report Lobbying," in accordance with its instructions.

## **XV. GOVERNMENTAL CONDUCT ACT**

15.1 The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

15.2 The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

15.2.1 in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

15.2.2 this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

15.2.3 in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a



public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

15.2.4 in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

15.2.5 in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

15.3 Contractor's representations and warranties in Paragraphs A and B of this Article 15 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 15 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article XV were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

15.4 All terms defined in the Governmental Conduct Act have the same meaning in this Article 15.2

**PASSED, APPROVED and ADOPTED** this 22<sup>nd</sup> Day of June 2023

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

\_\_\_\_\_  
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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor



# 9e. New Business

## Resolution 23-33

Election Day Polling Places In 2024/25/Canvassing Board  
Duties/Appointing Commissioners as Canvass Board





**CIBOLA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION NO 23-33**

**A RESOLUTION  
DESIGNATING THE LOCATION OF ELECTION DAY POLLING PLACES  
FOR ALL STATEWIDE ELECTIONS CONDUCTED IN 2024 AND 2025;  
COUNTY CANVASSING BOARD DUTIES THROUGH THE END OF 2025; AND  
APPOINTING THE BOARD OF COUNTY COMMISSIONERS AS CANVASS BOARD  
FOR THE COUNTY**

**WHEREAS**, the Cibola County Board of Commissioners met upon notice of a regular meeting duly published at the Cibola County Administration Building, 700 East Roosevelt, Suite 50, Grants, New Mexico 87020 on June 22, 2023, at 5 p.m. as required by law; *and*

**WHEREAS**, pursuant to the New Mexico Statutes Annotated 1978, Section 1-3-2 (2019) in June or July of 2023 the Board of County Commissioners by resolution shall designate the location of election day polling places in the county for the conduct of any statewide election conducted in calendar years 2024 and 2025; *and*

**WHEREAS**, the Board of County Commissioners finds that each polling place designated in this resolution complies with the provisions of NMSA 1978, Section 1-3-7 (2019), titled Polling Places; *and*

**WHEREAS**, the Board of County Commissioners finds that the Voting Convenience Centers created by this resolution will make voting more convenient and accessible to voters of the consolidated precinct, will not result in delays in the voting process, and are centrally located within each consolidated precinct; and further that the Voter Convenience Centers created by this Resolution along with any Early Voting locations which the County Clerk determines to maintain open on Election Day as additional Voter Convenience Centers all meet the requirements of Subsections B and C of NMSA 1978, Section 1-3-4 (2019) and will be available to voters of any precinct in the county to cast a vote at the Voting Convenience Center; *and*

**WHEREAS**, the Board of County Commissioners finds that the voters of those precincts which pursuant to NMSA 1978, Section 1-3-4(B)(7) (2019) the board of county commissioners has exempted "certain precincts [ ] from operating as a voter convenience center or being a part of a consolidated precinct; provided that if the precinct is not designated as a mail ballot election

precinct pursuant to Section 1-6-22.1 NMSA 1978 and the polling place for that precinct does not have real-time access to the voter registration electronic management system ,[ ] *and*

**WHEREAS**, the Board of County Commissioners finds that those precincts designated as Mail Ballot Election Precincts meet the qualifications of NMSA 1978, Section 1-6-22.1 (2017), have fewer than one hundred (100) voters, and the nearest polling place for an adjoining precinct is more than twenty (20) miles driving distance from the boundary of the Mail Ballot Election Precinct; *and*

**WHEREAS**, the Board of County Commissioners finds that that each polling place provides individuals with physical mobility limitations unobstructed access to at least one voting machine; *and*

**WHEREAS**, the Board of County Commissioners designates, pursuant to NMSA 1978, Section 1-13-1(B) (2019), the County Board of Registration to serve as the County Canvassing Board for all Statewide and Special elections through the end of 2025; *and*

**WHEREAS**, pursuant to NMSA 1978, Section 1-4-34 (2019), the Board of County Commissioners shall at its first meeting in June of 2023 appoint the Board of Registration for the County, who shall serve a term from July 1, 2023, through June 30, 2025.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners designates the election day polling locations for any Statewide Election to be conducted in 2024 and 2025 as follows:

<b>Voting Location</b>	<b>Precinct Name</b>	<b>Precinct Address</b>	<b>Precinct #'s that can vote at Voting Locations</b>
2	Seboyeta Elementary School	State Road 279, Seboyeta NM 87014	2
22	Paguate Community Center	60 Paguate Day School Road, Paguate, NM 87040	22
VCC Site 1	Old County Complex	515 W. High St, Grants. NM 87020	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 2	County Clerk's Office	700 E. Roosevelt Suite 50, Grants, NM 87020	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 3	Milan Rockin 66	407 Airport Rd, Milan, NM 87021	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 4	Acoma Gymnasium	33A Pinsbaari Drive, Acoma, NM 87034	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 5	Ramah Chapter House	434 BIA Route 125, Pinehill, NM 87357	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 6	Laguna Tribal Building	22 Capital Drive, Laguna NM 87026	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 7	Bluewater Senior Center	5 Pinon Street, Bluewater NM 87005	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 8	Bluewater Acres Fire Station	9 Cod Drive, Thoreau NM 87323	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 9	San Rafael Elementary School	27 Mesa View St, San Rafael, NM 87051	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 10	Cubero Elementary School	100 Main Street, Cubero NM 87014	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 11	Paraje Recreational Hall	31 Paraje Road, Paraje, NM 87007	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 12	San Mateo Fire Station	110 San Mateo Main Street, San Mateo NM 87020	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30
VCC Site 13	Fence Lake Community Center	2125 Hwy 36, Fence Lake NM 87315	1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,23,24,25,26,27,28,29,30



**BE IT FURTHER RESOLVED** that the Board of County Commissioners designates the County Board of Commissioners to serve as the County Canvassing Board for the county for any Statewide or Special Election conducted within the county through the end of calendar year 2023.

**APPROVED, ADOPTED, AND PASSED** on this 22<sup>nd</sup> day June 2023.

**BOARD OF COUNTY COMMISSIONERS**

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

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

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

\_\_\_\_\_  
Ralph Lucero, Member

\_\_\_\_\_  
Robert Windhorst, Member

ATTEST BY:

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



# 9f. New Business

## Resolution 23-34

Appointing Members to The Board of Registration



**CIBOLA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**RESOLUTION 2023-34**

**A RESOLUTION APPOINTING MEMBERS TO THE BOARD OF REGISTRATION**

**WHEREAS**, the Board of County Commissioners of Cibola County, met in a meeting on June 22, 2023, at 5:00 pm in the Cibola County Commission Chamber, 700 East Roosevelt Ave. Suite 50, Grants, NM 87021; and,

**WHEREAS**, the Board of County Commissioners of the County of Cibola exercises the powers of the County as a body politic and corporate pursuant to NMSA 1978, Section 4-38-1(1884); and,

**WHEREAS**, the New Mexico Election Code (Chapter 1 NMSA 1978) establishes the Board of Registration, which consists of five (5) voters in each county who shall serve from July 1 of an odd-numbered year until June 30<sup>th</sup> of the next succeeding odd-numbered year. Members of the Board of Registration shall hold office until their successors are appointed and qualified; and

**WHEREAS**, the National Voter Registration Act of 1993 ("NVRA") (52 U.S.C. Sections 20501 to 20511) was enacted in part to require states to permit eligible persons to register to vote in federal elections when applying for an initial or renewed driver's license; and

**WHEREAS**, the NVRA was also enacted to enhance voter participation in elections, to increase the number of registered voters, to ensure that states maintained accurate voter rolls, and to protect the integrity of elections; and,

**WHEREAS**, the Election Code establishes the duties of a county's Board of Registration, which include but are not limited to:

- a. Reviewing the list of eligible voters following a general in satisfaction of the NVRA;



- b. Directing the county clerk, in satisfaction of the NVRA, to cancel the registration of any voter who has been sent notice in conformance with Section 1-4-28(E) of the Election Code, where the voter has failed to respond to the notice and has not voted, or has confirmed a change of residence to a place outside the county; and
- c. Carrying out other list maintenance provisions of the NVRA and the Election Code; and,

**WHEREAS**, members of the Board of Registration shall qualify by taking and filing in the Office of the County Clerk the oath required of county officials.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Cibola County that the following voters are hereby appointed to the Board of Registration:

- |    |                                 |                                |
|----|---------------------------------|--------------------------------|
| 1. | <b>Lia Mullen</b> _____         | <b>Party: Republican</b> _____ |
| 2. | <b>Chris Mullen</b> _____       | <b>Party: Republican</b> _____ |
| 3. | <b>Bernadette Marquez</b> _____ | <b>Party: Republican</b> _____ |
| 4. | <b>Rebecca Touchin</b> _____    | <b>Party: Democratic</b> _____ |
| 5. | <b>Rebecca Hopinkah</b> _____   | <b>Party: Democratic</b> _____ |

**Alternates:**

- |    |                          |                          |
|----|--------------------------|--------------------------|
| 1. | <b>Paul Spencer</b>      | <b>Party: Republican</b> |
| 2. | <b>Bud Spencer</b>       | <b>Party: Republican</b> |
| 3. | <b>Georgia Sanchez</b>   | <b>Party: Democratic</b> |
| 4. | <b>Marvella Gonzales</b> | <b>Party: Democratic</b> |
| 5. | <b>David Alcon</b>       | <b>Party: Democratic</b> |

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the appointed members of the Board of Registration shall carry out the duties required of them by the National Voter Registration Act and the Election Code, that their term of service shall run from adoption of this Resolution until June 30, 2025, but shall hold their office until their successors are appointed and qualified, and that, in the event a position on the Board of Registration becomes vacant for any reasons described in Section 10-3-1 NMSA 1978, the Board of County Commissioners shall appoint a replacement who shall qualify pursuant to Section 1-4-34(B) and serve until the expiration of the original term.

**APPROVED, ADOPTED, AND PASSED** on this 22<sup>nd</sup> day of June 2023.

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CIBOLA**

\_\_\_\_\_  
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