



## **CIBOLA COUNTY BOARD OF COMMISSIONERS**

Christine Lowery  
Chair

Ralph Lucero  
1<sup>st</sup> Vice Chair

Daniel Torrez  
2<sup>nd</sup> Vice Chair

Martha Garcia  
Commissioner

Robert Windhorst  
Commissioner

### **Regular Commission Meeting**

**Thursday, April 25<sup>th</sup>, 2024**

**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. 03.28.2024 Regular Commission Meeting

8. **Reports**

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

9. **Presentation**

- a. Presentation of Awards:
  - a) Detective Brian Gardner
  - b) Deputy April Salazar
  - c) Deputy Court Security Charley Wheeler

10. **Public Hearing**

- a. Ordinance 2024-002 Authorizing the Issuance and Sale of Cibola County, NM Taxable Industrial Revenue Bonds (Route 66 Energy Storage, LLC Project), Series 2024

## **11. New Business – Action May Be Taken**

- a. Consideration of Ordinance 2024-002 Authorizing the Issuance and Sale of Cibola County, NM Taxable Industrial Revenue Bonds (Route 66 Energy Storage, LLC Project), Series 2024 in the Maximum Aggregate Principal Amount of \$85,000,000 to Provide Funds to Finance the Acquisition, Construction and Equipping of Energy Storage Facilities for the Purpose of Storing Photovoltaic Electricity; Authorizing the Execution and Delivery of an Indenture, a Lease Agreement, a Bond Purchase Agreement, the Bonds, and Other Documents in Connection with the Issuance of the Bonds and the Project; Making Certain Determinations and Findings Relating to the Bonds and the Projects; Ratifying Certain Actions Taken Previously; and Repealing all Actions Inconsistent with this Ordinance
- b. Consideration of Resolution 2024-25 FY24 Budget Adjustment # 6
- c. Consideration of Resolution 2024-26 FY24 3<sup>rd</sup> Quarter Report
- d. Consideration of Resolution 2024-27 Auctioning of County Vehicles
- e. Consideration of Resolution 2024-28 To Transfer Volvo Grader G940B, GMC C8500 Dump Truck, and Monroe Snow and Ice Salter to the Village of Milan
- f. Consideration of a Proclamation Designating the Month of May as Motorcycle Awareness Month
- g. Consideration of Contract for Legal Services
- h. Consideration of Requisitions over \$20,000
  1. Tanker-Pumper/Midwest Fire/ Fence Lake Vol FD-\$351,054
  2. T880 Kenworth Truck Cab/Inland Kenworth/Road Dept.-\$193,393
  3. 2024 Traileze Tri Axe 55 Detachable/MCT, Inc./Road Dept.-\$138,320

## **12. Executive Session**

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

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

- a. Pending or threatened litigation 10-15-1 (H) (7)
- b. Real Property 10-15-1 (H) (8)
- c. Personnel 10-15-1 (H) (2)
- d. other specific limited topics that are allowed or authorized under the stated statute;

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

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

## **13. Announcements**

- a. The Next Regular Commission Meeting will be on Thursday, May 23<sup>rd</sup>, 2024, at 5:00 p.m.

## **14. Adjournment**

*Note: This agenda is subject to change up to 72 hours prior to the scheduled meeting date and time as deemed necessary by the County Manager. To inquire about agenda changes, please contact the Grants/Project Manager, Judy Horacek, at 505.285.2557 or [judy.horacek@co.cibola.nm.us](mailto:judy.horacek@co.cibola.nm.us). If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the County Manager at least one (1) week prior to the meeting or as soon as possible.*





# 7a. Minutes

03.28.2024

Regular Commission Meeting

**Regular Commission Meeting**  
**Thursday, March 28th, 2024**  
**5:00 p.m.**  
**Cibola County Commission Chambers**

**Elected Officials Present Staff**

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

**Kate Fletcher, Manager**  
**Paul Ludi, Finance Director**  
**Judy Horacek, Projects Coordinator**  
**Natalie Grine, Chief Deputy Clerk**  
**Priscilla Marquez, Rec/Filing**

**1. Call to Order**

Madam Chair Lowery called the meeting to order at 5:00 pm.

**2. Roll Call**

Madam Chair Lowery does roll call, Commissioner Torrez was absent.

**3. Pledge of Allegiance**

Led by Commissioner Garcia recited by all.

**4. Prayer**

Led by Commissioner Windhorst.

**5. Approval of Agenda**

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

**6. Public Comment**

**Kieth Hillock** introduced himself and stated that he is running for Senator in Senate District 4.

**CL Peterson** from the Double Six Gallery announced that there will be an Art Exhibit, The artists are Dorean Cander, Joni Head, Beth Clawson, Joan Sheski, Betsy McDowell, Karen Sorenson, Rachel Trujillo, and Gary Yazzie, the art will be on display, and for sale.

**Priscilla Benally** was introduced by CL Peterson, Priscilla Benally stated that she is running for Representative District 6 and wanted to introduce herself. Mrs. Benally mentioned that she is now serving on the Board of Education, this is her 3<sup>rd</sup> term just being newly re-elected. Mrs. Benally also mentioned that she is the Executive Director of the Community Youth Program in Thoreau working a lot with suicide prevention. Mrs. Benally thanked the Commission for giving her the time to speak.

**Eileen Chavez Yarbrough** with Cibola Community Economic Development Foundation stated to the Commissioner that she is the appointee to the Northern area Workforce Board, and was in Santa Fe, and they approved the VEOA Title one Provider, we are very excited to have a new provider. Mrs.

Yarbrough also mentioned that the Workforce has committed to having an employee work 5 days a week in Cibola County, I am currently looking for office space with 3 offices.

**Representative Harry Garcia** commended the County Commission for doing a great job for the County, its hard work, and I appreciate your dedication. Representative Garcia stated that he is running for re-election in District 69.

**7. Minutes**

- a. 02-22-2024 Regular Commission Meeting.
- b. 03-18-2024 Emergency Commission Meeting.  
Motion to approve items A & B made by Commissioner Lucero  
Second by Commissioner Windhorst 4-0 affirmative.

**8. Reports**

- a. Budget and Finance Report- Kate Fletcher- County Manager & Paul Ludi- Finance Director.  
Report on File.
- b. Dispatch-Mindy Cunningham-PSAP Manager  
Mindy Cunningham gave a brief report on dispatch, and Thanked the Commissioner for their hard work, and dedication to the County and their employees.

**9. Presentation**

- a. FY23 Audit -Beasley, Mitchell, and Company Certified Public Accountants.  
Presentation on File.  
Jaun Garcia gave an update on the FY23 Audit, Cibola County received a great Audit with no findings.

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

- a. **Consideration of Resolution 2024-23 Approval and Acceptance of the FY 2022-23 Audit**  
Motion to approve Item A. made by Commissioner Windhorst.  
Second made by Commissioner Lucero. 4-0 affirmative.
- b. **Consideration of Resolution 2024-22 Support of Cibola County Outdoor Recreation**  
Motion to approve Item B. made by Commissioner Lucero.  
Second made by Commissioner Windhorst.  
Madame Chair Lowery voting No 3-1 affirmative.
- c. **Consideration of Resolution 2024-17 FY24 Budget Adjustment #5**  
Motion was made by Commissioner Garcia to approve item C.  
Second by Commissioner Lucero 4-0 affirmative.
- d. **Consideration of Resolution 2024-19 To submit NMDOT Transportation Project Fund Application for County Road 1-Construction.**  
Motion to approve item D. was made by Commissioner Windhorst  
Second by Commissioner Garcia 4-0 affirmative.
- e. **Consideration of Resolution 2024-20 To Submit NMDOT Transportation Project Fund Application for County Road 8 in Cubero-Planning and Design**



Motion to approve items E made by Commissioner Lucero.  
Second by Commissioner Windhorst 4-0 affirmative.

**f. Consideration of Resolution 2024-21 FY24 Annual Certified County Maintenance Mileage Report**

Motion to approve item F. made by Commissioner Garcia  
Second by Commissioner Windhorst 4-0 affirmative.

**g. Consideration of RFP #2024-003 Contract for Legal Services**

Motion to approve item G. made by Commissioner Windhorst.  
Second by Commissioner Lucero 4 -0 affirmative.

**h. Consideration of Resolution 2024-24 Law Enforcement Retention Fund Use Policy**

Motion to approve item H. made by Commissioner Lucero  
Second by Commissioner Windhorst 4-0 affirmative.

**i. Consideration of Requisitions over \$20,000**

1. Wildland Fire Protection Uniforms and Equipment/Artesia Fire Equipment/Laguna Fire Protection-\$44,684.35

Motion to approve item I made by Commissioner Garcia  
Second by Commissioner Lucero 4-0 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.**

Motion to go into Executive Session made by Commissioner Windhorst  
Second by Commissioner Lucero at 6:58 p.m. 4-0 affirmative.

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)
  1. **State of New Mexico v. Lucy Tejada-Hazardous Accumulation and Condition-Cibola Ordinance 2020-01.1 (C)**
- b. Real Property 10-15-1 (H) (8)
- c. Personnel 10-15-1 (H) (2)
- d. Other specific limited topics that are allowed or authorized under the stated statute.

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

Motion to return to Regular Session made by Commissioner Windhorst  
Second by Commissioner Lucero at 7:59 p.m. 4-0 affirmative.

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

**12. Announcements**

- a. The next Regular Commission Meeting will be on Thursday, April 25<sup>th</sup>, 2024, at 5:00 p.m.

**13. Adjournment**

**8:01 p.m.**

**PASSED, APPROVED, and ADOPTED** this 25<sup>th</sup>, day of April 2024

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
**Christine Lowery, Chair**

\_\_\_\_\_  
**Ralph Lucero, 1<sup>st</sup> Vice Chair**

\_\_\_\_\_  
**Daniel Torrez, 2<sup>nd</sup> Vice Chair**

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

\_\_\_\_\_  
**Martha Garcia, Commissioner**

**ATTEST:**

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

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

**SEAL**



## 8a. Reports

# Budget and Finance Report

As of March 31<sup>st</sup>, 2024



# Finance Report

As of March 31, 2023



# FINANCE UPDATES

- Finance Reports & Budgets located on finance department webpage.
- County is reconciled through March 31, 2024 for the Main Operating account and the Treasurer's office is reconciled through March 31, 2024 for the Tax operating account.
- NMFA Loan for El Morro VFD – Tender
- Federal Reporting
- Interim Budget
- Investment meeting April 17, 2024 – Recommend to leave investments (Currently meet policy standards)



# **Cibola County FY24 Actuals (In Red) GRT Distributions with Contracts & Compensating Tax**

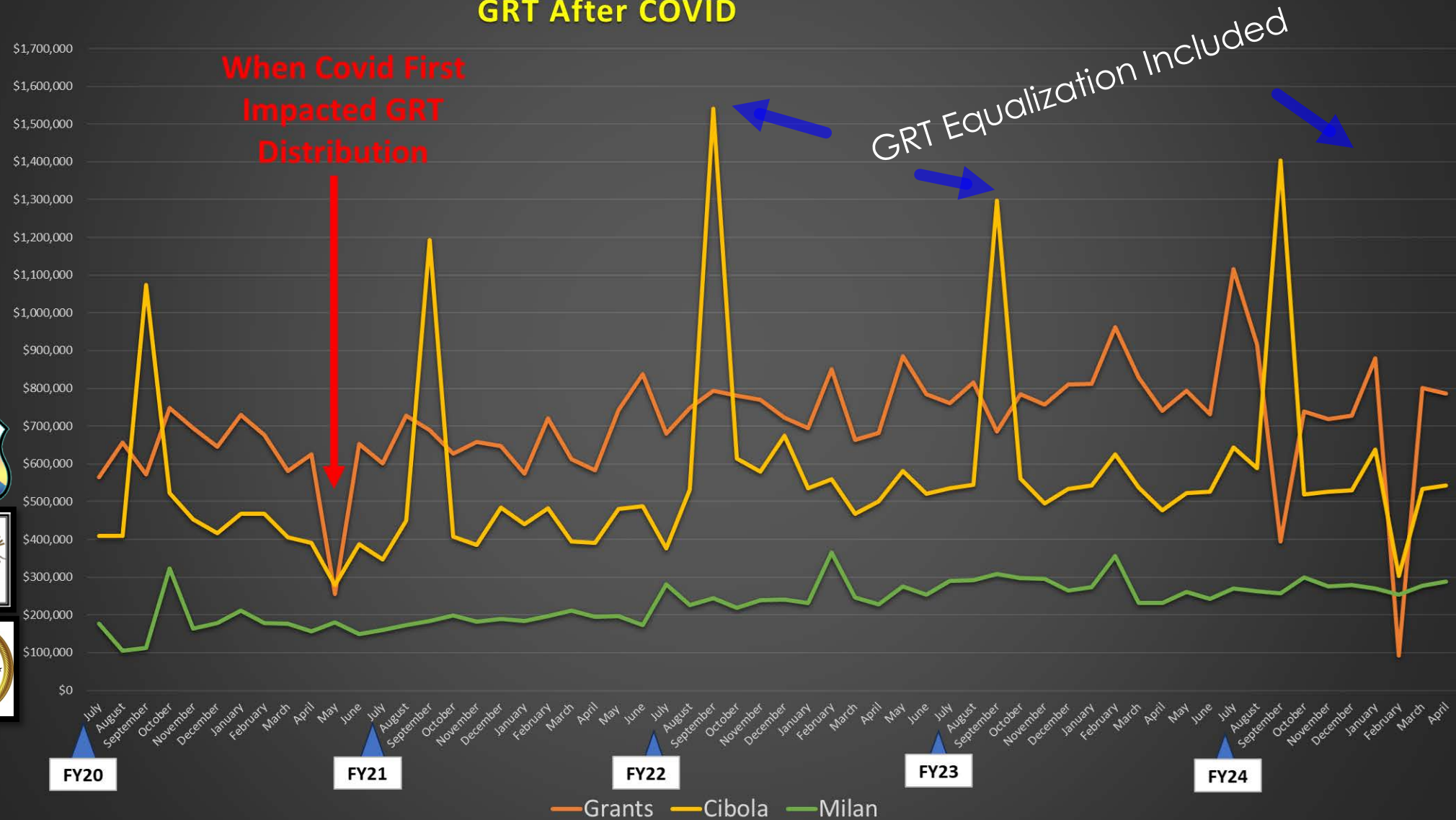
**Received GRT Equalization for \$999,871.45 in addition to regular GRT of \$404,153 in September**

\$1,550,000  
\$1,450,000  
\$1,350,000  
\$1,250,000  
\$1,150,000  
\$1,050,000  
\$950,000  
\$850,000  
\$750,000  
\$650,000  
\$550,000  
\$450,000  
\$350,000  
\$250,000

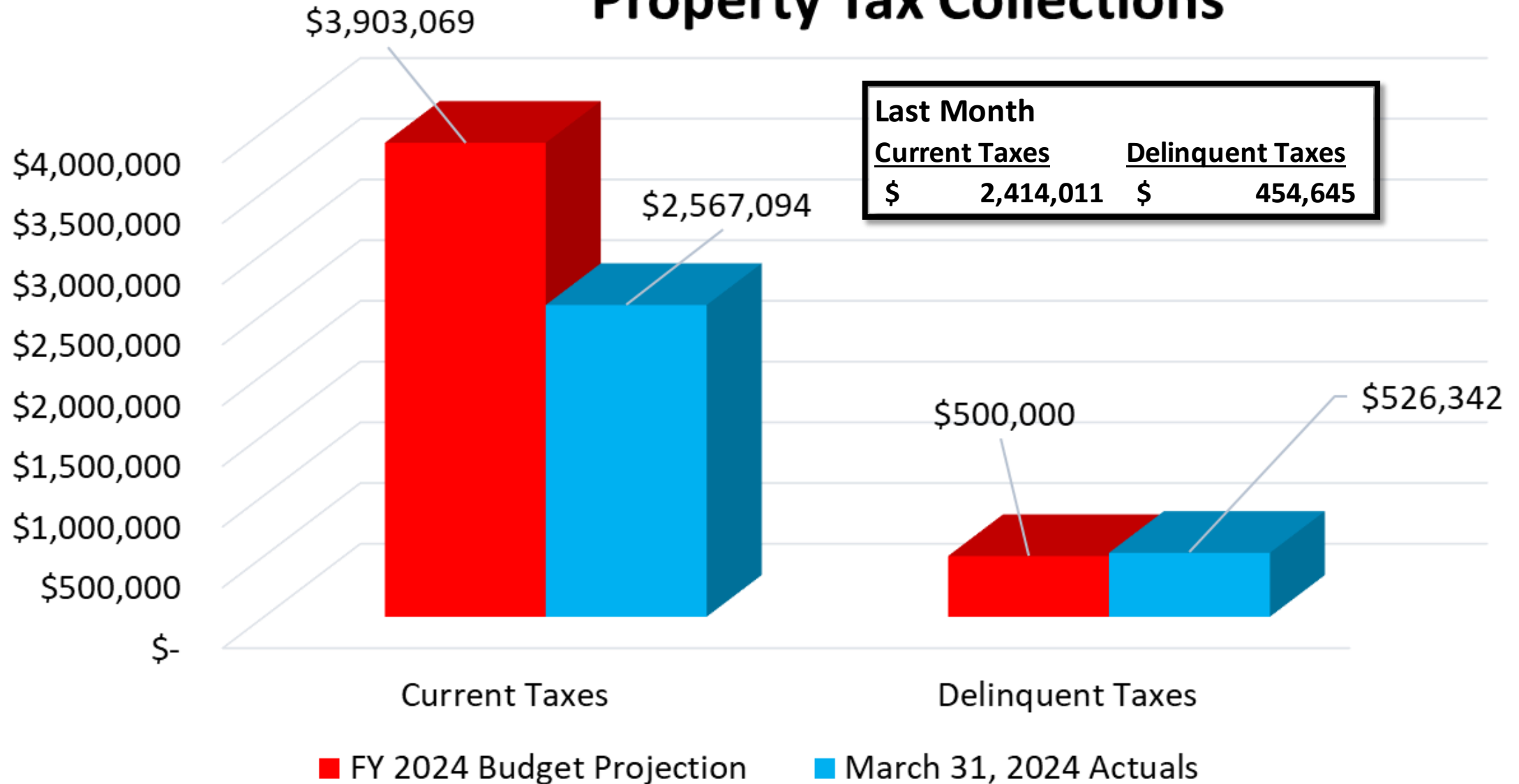
	July	August	September	October	November	December	January	February	March	April	May	June
2024 YTD Actuals	\$643,909	\$589,026	\$1,404,025	\$518,616	\$525,694	\$530,938	\$637,378	\$302,883	\$534,154	\$542,680		
2024 Projected Budget	\$549,835	\$549,835	\$1,357,835	\$549,835	\$549,835	\$549,835	\$549,835	\$549,835	\$549,835	\$549,835	\$549,835	\$549,835
2023 YTD Actuals	\$536,444	\$544,228	\$1,296,630	\$561,147	\$494,626	\$533,954	\$543,038	\$625,741	\$536,941	\$476,875	\$523,283	\$527,090
2022 YTD Actuals	\$375,851	\$531,510	\$1,540,013.	\$614,259	\$580,018	\$674,226	\$535,367	\$559,873	\$468,410	\$501,653	\$581,272	\$520,659



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



# Property Tax Collections





## Cibola County Operating Cash Recap - March 31, 2024

Active Funds	Beginning Cash Balance as of 7-1-2023	Beginning Investments	YTD Revenues	YTD Transfers	YTD Expenditures	YTD Adjustments	Ending Cash & Investments
101 - INVESTMENT FUND	\$0.00	\$5,436,019.96	\$219,470.53	\$0.00	\$0.00	\$0.00	\$5,655,490.49
401 - GENERAL FUND	\$8,562,611.58	\$0.00	\$4,926,877.39	(\$1,632,181.01)	(\$6,715,873.23)	(\$2,798,635.49)	\$2,342,799.24
402 - ROAD	\$152,649.28	\$0.00	\$1,907,809.30	\$0.00	(\$979,586.66)	\$4,037.72	\$1,084,909.64
403 - FARM & RANGE	\$0.00	\$0.00	\$0.00	\$19,076.69	(\$19,055.24)	\$0.00	\$21.45
406 - INDIGENT	\$692,889.38	\$0.00	\$481,946.71	\$0.00	(\$696,054.31)	\$0.00	\$478,781.78
407 - SAN RAFAEL VFD	\$255,329.45	\$0.00	\$167,142.00	(\$55,416.00)	(\$154,072.79)	(\$50.00)	\$212,932.66
408 - BLUEWATER VFD	\$89,784.17	\$0.00	\$111,726.00	(\$25,251.00)	(\$45,075.71)	(\$420.00)	\$130,763.46
409 - LOBO CANYON VFD	\$295,777.14	\$0.00	\$56,310.00	\$55,416.00	(\$125,160.31)	\$0.00	\$282,342.83
413 - LAGUNA EMS	\$5,674.63	\$0.00	\$11,147.00	\$0.00	(\$3,965.34)	\$0.00	\$12,856.29
415 - PINEHILL EMS	\$1,546.22	\$0.00	\$9,039.00	\$0.00	\$0.00	\$0.00	\$10,585.22
416 - FENCE LAKE VFD	\$521,084.69	\$0.00	\$67,418.65	\$0.00	(\$10,448.89)	(\$259.34)	\$577,795.11
418 - CANDY KITCHEN VFD	\$341,301.63	\$0.00	\$136,552.00	(\$37,531.00)	(\$63,280.31)	\$0.00	\$377,042.32
419 - LAGUNA VFD	\$859,195.51	\$0.00	\$404,340.00	\$0.00	(\$188,890.52)	\$0.00	\$1,074,644.99
424 - CUBERO VFD	\$172,179.27	\$0.00	\$341,085.00	(\$13,541.00)	(\$25,141.92)	\$0.00	\$474,581.35
425 - CUBERO EMS	\$2,249.64	\$0.00	\$5,000.00	\$0.00	(\$652.64)	\$0.00	\$6,597.00
427 - EL MORRO VFD	\$195,363.40	\$0.00	\$327,393.00	\$0.00	(\$15,018.67)	\$0.00	\$507,737.73
428 - SUPERIOR AMBULANCE	\$1,766.53	\$0.00	\$14,945.00	\$0.00	(\$6,663.53)	\$0.00	\$10,048.00
429-CIBOLA ADMIN EMS	\$0.85	\$0.00	\$5,000.00	\$0.00	(\$4,748.84)	(\$0.00)	\$252.01
430 - LAGUNA VFD - VALENCIA STATION	\$0.00	\$0.00	\$105,553.00	\$0.00	(\$9,024.98)	\$636.76	\$97,164.78
435 - CONSOLIDATED DISPATCH	\$194,548.33	\$0.00	\$947,824.26	\$57,000.00	(\$1,199,701.86)	\$542.76	\$213.49
438 - DWI GRANT	\$56,841.28	\$0.00	\$36,582.95	\$0.00	(\$34,572.24)	\$5,440.00	\$64,291.99
439 - DWI DISTRIBUTION	\$143,059.42	\$0.00	\$269,083.00	\$0.00	(\$234,117.87)	\$0.00	\$178,024.55
475 - COUNTY FIRE PROTECTION	\$1,208,050.12	\$0.00	\$223,622.67	\$0.00	(\$6,824.97)	\$0.00	\$1,424,847.82
500 - CLERK RECORDING/FILING	\$97,714.69	\$0.00	\$28,026.00	\$0.00	(\$17,261.65)	\$0.00	\$108,479.04
569 - 2014A BOND INCOME FUND	\$0.00	\$0.00	\$896,223.25	\$0.00	(\$102,731.22)	\$0.00	\$793,492.03
570 - 2014B BOND INCOME FUND	\$0.00	\$0.00	\$1,722,791.66	\$0.00	(\$222,363.96)	\$0.00	\$1,500,427.70
575 - NMFA LOANS	\$0.00	\$377,669.77	\$14,634.03	\$263,415.68	(\$24,191.10)	(\$27,772.12)	\$603,756.26
604 - FIRE MARSHAL	\$76,707.40	\$0.00	\$176,724.24	(\$12,970.00)	(\$59,595.16)	\$137.80	\$181,004.28
605 - LAW ENFORCEMENT PROTECTION	\$0.00	\$0.00	\$119,000.00	(\$18,018.36)	(\$29,036.25)	\$0.00	\$71,945.39
606 - NMDOT LOCAL GOV. TRANS. GRANT	\$798,831.02	\$0.00	\$0.00	\$0.00	(\$679,630.91)	\$0.00	\$119,200.11
607 - QUARTZ HILL PROJECT	\$144,034.31	\$0.00	\$1,553.30	\$0.00	\$0.00	\$0.00	\$145,587.61
614 - DETENTION CENTER	\$0.00	\$780,003.86	\$6,493,979.44	\$1,400,000.00	(\$7,687,353.28)	(\$864,997.28)	\$121,632.74
616 - LERF	\$0.00	\$0.00	\$11,367.08	\$0.00	\$0.00	\$0.00	\$11,367.08
620 - 1% REAPPRAISAL FUND	\$15,961.85	\$0.00	\$62,603.50	\$0.00	(\$14,823.00)	\$0.00	\$63,742.35
646 - LG ABATEMENT	\$0.00	\$0.00	\$768,286.22	\$0.00	(\$768,286.22)	\$0.00	\$0.00
647 - LATCF GRANT	\$3,151,902.50	\$0.00	\$3,151,902.50	\$0.00	(\$889,041.54)	\$0.00	\$5,414,763.46
648 - TPF COUNTY ROAD GRANTS FUND	\$1,505,488.13	\$0.00	\$1,187,500.00	\$0.00	(\$122,698.26)	\$0.00	\$2,570,289.87
649 - AMERICAN RESCUE PLAN ACT	\$2,414,398.12	\$0.00	\$0.00	\$0.00	(\$1,275,365.41)	\$0.00	\$1,139,032.71
651 - CAPITAL OUTLAY PROJECTS	\$0.00	\$0.00	\$304,317.29	\$0.00	(\$53,156.51)	\$0.00	\$251,160.78
TOTALS=	\$21,956,940.54	\$6,593,693.59	\$25,714,775.97	\$0.00	(\$22,483,465.30)	(\$3,681,339.19)	\$28,100,605.61



# Budget Adjustment #6 – Reso 2024-25

TYPE OF BAR LOCAL (L) OR STATE (S)	COUNTY DEPARTMENT	REVENUE EXPENDITURE TRANSFER (TO or FROM)	DFA ACCOUNT #	CIBOLA COUNTY ACCOUNT#	DESCRIPTION OF ACCOUNT	APPROVED BUDGET	ADJUSTMENT	ADJUSTED BUDGET	PURPOSE
S	GF - Commission	Expenditure	11000-1001-54999	401-001-401-00067	Property & Liability Insurance	\$96,911.00	(\$69,399.50)	\$27,511.50	Budget Decrease to actuals
S	GF - Manager	Expenditure	11000-2001-52080	401-004-402-00067	Multi line other	\$59,745.00	(\$7,469.64)	\$52,275.36	Budget Decrease to actuals
S	GF - Sheriff	Expenditure	11000-1005-57999	401-005-408-00072	Law Enforcement Liability Insurance	\$185,000.00	(\$26,776.00)	\$158,224.00	Budget Decrease to actuals
S	Road	Expenditure	20400-5001-57070	402-015-416-00067	Property & Liability Insurance	\$47,497.00	(\$30,499.99)	\$16,997.01	Budget Decrease to actuals
S	San Rafael VFD	Expenditure	20900-3002-57999	407-018-421-00067	Property & Liability Insurance	\$7,928.00	(\$5,091.41)	\$2,836.59	Budget Decrease to actuals
S	Bluewater VFD	Expenditure	20900-3002-57999	408-018-422-00067	Property & Liability Insurance	\$7,928.00	(\$5,091.41)	\$2,836.59	Budget Decrease to actuals
S	Lobo Canyon VFD	Expenditure	20900-3002-57999	409-018-423-00067	Property & Liability Insurance	\$7,928.00	(\$5,091.41)	\$2,836.59	Budget Decrease to actuals
S	Fence Lake VFD	Expenditure	20900-3002-57999	416-018-428-00067	Property & Liability Insurance	\$7,928.00	(\$5,091.41)	\$2,836.59	Budget Decrease to actuals
S	Candy Kitchen VFD	Expenditure	20900-3002-57999	418-018-429-00067	Property & Liability Insurance	\$7,928.00	(\$5,091.41)	\$2,836.59	Budget Decrease to actuals
S	Laguna FD	Expenditure	20900-3002-57999	419-018-430-00067	Property & Liability Insurance	\$7,928.00	(\$5,091.41)	\$2,836.59	Budget Decrease to actuals
S	Cubero VFD	Expenditure	20900-3002-57999	424-018-432-00067	Property & Liability Insurance	\$7,928.00	(\$5,091.41)	\$2,836.59	Budget Decrease to actuals
S	El Morro VFD	Expenditure	20900-3002-57999	427-018-464-00067	Property & Liability Insurance	\$7,928.00	(\$4,179.00)	\$3,749.00	Budget Decrease to actuals
S	E-911	Expenditure	20700-3005-57070	435-070-435-00067	Property & Liability Insurance	\$20,974.00	(\$13,469.80)	\$7,504.20	Budget Decrease to actuals
S	Detention	Expenditure	22600-8002-57999	614-100-457-00253	Payments on Agreements - ICE	\$6,000,000.00	\$1,000,000.00	\$7,000,000.00	Budget Increase to match expenses
S	GF	Transfer	11000-0001-61200	401-011-499-09403	From 401 to 403	\$15,000.00	\$15,600.00	\$30,600.00	Supplement Farm & Range which is usual
S	Farm & Range	Transfer	20800-0001-61100	403-031-499-09401	From 401 to 403	\$15,000.00	\$15,600.00	\$30,600.00	Supplement Farm & Range which is usual
S	GF	Transfer	11000-0001-61200	401-011-499-09435	From 401 to 435	\$208,908.24	\$61,000.00	\$269,908.24	Loan to E-911 from GF for quarterly deficit
S	E-911	Transfer	20700-0001-61100	435-071-499-09401	From 401 to 435	\$208,908.24	\$61,000.00	\$269,908.24	Loan to E-911 from GF for quarterly deficit
S	E-911	Transfer	20700-0001-61200	435-071-499-09435	From 435 to 401	\$34,530.52	\$61,000.00	\$95,530.52	Loan to E-911 from GF for quarterly deficit
S	GF	Transfer	11000-0001-61100	401-011-499-19435	From 435 to 401	\$34,530.52	\$61,000.00	\$95,530.52	Loan to E-911 from GF for quarterly deficit
S	Detention	Revenue	22600-0001-46900	614-85-380-20001	Revenue On Agreements - ICE	\$2,000,000.00	\$5,000,000.00	\$7,000,000.00	Budget Increase to match revenues
S	Fire Marshal	Revenue	20900-0001-47090	604-30-300-56000	State Fire Allotment	\$95,000.00	\$6,085.00	\$101,085.00	Increase revenues to actuals
S	El Morro VFD	Revenue	20900-0001-47090	427-30-300-56000	State Fire Allotment	\$64,000.00	\$3,393.00	\$67,393.00	Increase revenues to actuals
S	Cubero VFD	Revenue	20900-0001-47090	424-30-300-56000	State Fire Allotment	\$96,000.00	\$5,085.00	\$101,085.00	Increase revenues to actuals
S	Laguna FD	Revenue	20900-0001-47090	419-30-300-56000	State Fire Allotment	\$383,092.00	\$21,248.00	\$404,340.00	Increase revenues to actuals
S	Candy Kitchen VFD	Revenue	20900-0001-47090	418-30-300-56000	State Fire Allotment	\$129,400.00	\$7,152.00	\$136,552.00	Increase revenues to actuals
S	Fence Lake VFD	Revenue	20900-0001-46900	416-30-300-26100	Refunds	\$0.00	\$26.00	\$26.00	Increase revenues to actuals
S	Fence Lake VFD	Revenue	20900-0001-47090	416-30-300-56000	State Fire Allotment	\$63,900.00	\$3,493.00	\$67,393.00	Increase revenues to actuals





# MONTHLY QUESTION

What are the most important things when submitting quarterly reports to the state?



1. Transfers equal zero
2. No ending Fund Deficits
3. Supporting documents are attached
4. State Budget Adjustments are attached if necessary
5. Budget Authority has not been exceeded
6. None of the above

**ANSWER'S ARE: 1 through 5**

**There isn't just one most important thing to do. Number's 1 through five are some of the major things to look for but, the reporting is not just limited to them.**

# Questions Comments Concerns



# **Slide Outline and Notes of Cibola County Finance Report**

## **From July 1, 2023, through March 31, 2024, Finance Report**

**Commission Meeting April 25, 2024**

**Finance Report Cover Page**

**Cibola County Updates**

Finance Reports & Budgets located on finance department webpage.

County is reconciled through March 31, 2024 for the Main Operating account and the Treasurer's office is reconciled through March 31, 2024 for the Tax operating account. Great job to Wendy and Christina.

NMFA Loan for El Morro VFD – Tender : The final documents for this 14 year loan for a tender in the amount of \$210,000, are being reviewed and finalized as we speak.

Federal Reporting – LATCF and ARPA funding and expenditures have been reported to the US Treasury

Interim Budget – Still working on the interim budget and hope to review with the commissioners in mid may. Please remember this is just the interim budget so we can hit the ground running on July 1<sup>st</sup>. The cash balances on the interim are guestimates as our fiscal year is not closed yet. This is standard practice when submitting to the state. We will finalize everything with the Final budget due July 31, 2024.

Investment meeting April 17, 2024 – The Advisory Investment Committee has reviewed our current investments and made a unanimous decision to recommend leaving our investments where they are at this time as fed rates are not expected to drastically drop this year and we currently meet policy standards.

### **GRT Tracker**

Here is our Gross Receipts history and the red line designates this fiscal year's GRT up through January of 2024. We have updated our graph to now include the county equalization distribution which is now also represented on the RP 500 reports (shows GRT distribution amounts) that the NM Taxation and Revenue Department (TRD) create. The county Equalization was in the amount of \$999,871 for FY24 and is solely dedicated to being used to pay our revenue bonds each year.

Two months ago we experienced a significant drop in revenue from this distribution due to a legal ruling, but we have bounced back up to our projection in the yellow highlighted line. We will monitor our overall projection and will keep the manager and commission informed on how we do moving forward. We are still on track with our projection.

The rest of the regular GRT is divided up below in the breakdown.

The bold red line shows our actuals as we track them through fiscal year 2024.

Our budgeted projection is that bold straight yellow line.

The other lines represent the last 2 years of actual GRT as you can see in the legend.

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 to our County Fire Protection Fund.

Our County Share GRT is split into 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 for the past 5 years now. You can see our GRT sustained growth has leveled off and is starting to trend down. We will monitor this closely and keep you informed as we must keep a balanced budget in respect to our expenditures, revenues, and transfers.

Additionally, you can see, we have added the County Equalization distribution into this graph. To clarify, only counties (not municipalities) receive this GRT equalization distribution, and it is formula driven to assist smaller counties that don't earn as much GRT as areas with higher populations. The tall spikes in the counties GRT represent this.

The impact of the previously stated court ruling reduced our GRT distribution significantly, but we all have rebounded to near normal levels. Please note this graph doesn't reflect the Small Cities Assistance the Village and City received in the amounts of \$90,000 each for FY24 month of February.

### **Property Tax Collections**

Our property tax county portions are coming in. Our actuals as of March 31, 2024 are shown in this graph. Our delinquent taxes are coming in strong will this account's budget authority will be adjusted in the future.

### **March 31, 2024 – Monthly Finance Recap (Resolution 2024-26 for DFA third quarter reporting)**

Here is our March 31, 2024, 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 are not dipping into them. Our general fund is doing fine, and we are strong with operating cash to support our recurring expenditures. Please note we don't receive our PILT until June and are projected to transfer back \$1.5 million from our overages of revenue in our bond fund after payments in June. There will also be other revenues which will bolster our ending cash balance at the fiscal year's end.

Our transfers equal zero, which is mandatory.

There are no fund deficits through the management of our funds, which is mandatory unless we want to go to monthly reporting to the state, which we do not. This 3<sup>rd</sup> quarter report is approvable by DFA and it is recommended that it be approved.

This recap is developed using three reports:

The pooled cash report gives what our beginning and ending cash balances should be. This should be reconciled to your bank statements every 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. This also reconciles to our bank statements.

The county is in great fiscal shape and is following GAAP, GASB, and all state laws and requirements. We have also addressed our last 2 audit findings.

### **Budget Adjustment #6 – Reso 2024-25**

This is our budget adjustment schedule for BAR #6 Resolution 2024-25. These budget adjustments include recommendations from the manager to reduce the insurance amounts to actuals in all departments that pay into as these are administrative projected amounts based on the information we had at the time. We are also increasing the expenditure for the ICE account as this year has had a lot of activity. This is just a flow through account and isn't County funds.

The transfers are needed for the farm and range fund to supplement the costs associated with our agreement with the USDA for predator control. This has never been a self sustaining fund and will always need to be supplemented. The transfers to E-911 will be a loan from the General fund to cover the deficit they were in as of March 31, 2024.

The increase to revenues are to bring the budget authority for the state fire allotment budgets up to actual amounts so we aren't exceeding budget authority. We are also increasing the ICE account revenue (which is a flow through and not county money) so we don't exceed budget authority.

I highlighted the ICE accounts in tan and both the revenue and expenditure will now have budget authority up to \$7,000,000 and their actuals are already at \$6,100,000. They both need authority at the same amount because it's an in and out and the County is just the fiscal agent for the flow through of funds.

### **Monthly Question**

What are the most important things when submitting quarterly reports to the state?

1. Transfers equal zero
2. No ending Fund Deficits
3. Supporting documents are attached
4. State Budget Adjustments are attached if necessary
5. Budget Authority has not been exceeded
6. None of the above

### **ANSWER'S ARE: 1 through 5**

**There isn't just one most important thing to do. Number's 1 through five are some of the major things to look for but, the reporting is not just limited to them.**



# 9a. Presentation

# Award Ceremony

1. Detective Brain Gardner
2. Deputy April Salazar
3. Deputy Court Security Charley Wheeler

**NO BACK UP**



# 10a. Public Hearing

## Ordinance 2024-002

Issuance and Sale of Cibola County, NM taxable  
Industrial Revenue Bonds for Route 66 Energy  
Storage, LLC Project

**BACK UP IS IN ITEM 11a.**





# 11a. New Business

## Ordinance 2024-002

Issuance and Sale of Cibola County, NM taxable  
Industrial Revenue Bonds for Route 66 Energy  
Storage, LLC Project

CIBOLA COUNTY, NEW MEXICO  
BOARD OF COUNTY COMMISSIONERS  
ORDINANCE NO. 2024-002

AUTHORIZING THE ISSUANCE AND SALE OF CIBOLA COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (ROUTE 66 ENERGY STORAGE, LLC PROJECT), SERIES 2024 IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$85,000,000 TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF ENERGY STORAGE FACILITIES FOR THE PURPOSE OF STORING PHOTOVOLTAIC ELECTRICITY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A LEASE AGREEMENT, A BOND PURCHASE AGREEMENT, THE BONDS, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND THE PROJECT; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BONDS AND THE PROJECTS; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

WHEREAS, Cibola County (the “County”) is a legally and regularly created, established, organized and existing political subdivision of the State of New Mexico (the “State”) created pursuant to Sections 4-3-1 through 4-3-4, NMSA 1978; and

WHEREAS, pursuant to the Industrial Revenue Bond Act (Sections 4-59-1 through 4-59-16, NMSA 1978) (the “Act”), the County is authorized to acquire industrial revenue projects to be located within the County, to issue industrial revenue bonds and to use the proceeds of such bonds for the purpose of promoting the use of the natural resources of the State and promoting industry and developing trade or other economic activity to secure and maintain a balanced and stable economy in the county to promote public health, welfare, safety, convenience and prosperity; and

WHEREAS, NextEra Energy Resources, LLC, a Delaware limited liability company has formed Route 66 Energy Storage, LLC (the “Company”) as its wholly-owned subsidiary; and

WHEREAS, the Company has presented to the Cibola County Board of County Commissioners (the “Commission”) a proposal whereby the County would issue its Taxable Industrial Revenue Bonds (Route 66 Energy Storage, LLC Project), Series 2024 (or such other series designation as set forth in the Indenture) (the “Bonds”), to finance the acquisition, construction, equipping and installation of certain solar energy battery storage equipment and related facilities and real property (the “Project Property”) used to store electricity from solar energy related to the Route 66 Solar Energy Center, LLC Project, which shall be located in the County and outside the corporate limits of any municipality in the County (the “Project Site”) ; and

WHEREAS, under the Company’s proposal, the County would enter into an Indenture (the “Indenture”) with the purchaser of the Bonds (the “Purchaser”), the Company, and BOKF, NA (the “Depository”), pursuant to which and together with this ordinance (the “Bond Ordinance”), the County would issue the Bonds; and

WHEREAS, under the Company's proposal, the County and the Company would enter into the Lease Agreement (the "Lease"), pursuant to which the Company will lease the Project Property from the County and the Company will make payments sufficient to pay the principal of and interest on the Bonds and to pay all other obligations incurred pursuant to the provisions of the Lease and this Bond Ordinance; and

WHEREAS, the County is authorized to enter into, deliver and perform all of its obligations under the Bond Documents (as defined below) and to issue, execute and deliver the Bonds pursuant to the Act and the Bond Ordinance; and

WHEREAS, the Bonds in a principal amount not to exceed \$85,000,000 will be issued, sold and delivered by the County in a private sale to the Purchaser pursuant to the bond purchase agreement to be dated as of the initial date of delivery of the Bonds among the County, the Purchaser and the Company (the "Bond Purchase Agreement"); and

WHEREAS, the proceeds of the Bonds shall be applied to pay the costs of acquiring, constructing and installing the Project Property and to pay certain costs associated with the issuance and sale of the Bonds; and

WHEREAS, the Commission has determined that it is in the best interest of the County to issue the Bonds and to execute and deliver the Bond Documents (as defined below) and other documents related thereto; and

WHEREAS, the County will enter into the following documents in connection with the issuance of the Bonds:

1. The Lease
2. The Indenture
3. The Bond Purchase Agreement
4. The Bonds
5. The Decommissioning Agreement

(collectively referred to in this Bond Ordinance as the "Bond Documents"); and

WHEREAS, the County is authorized to issue the Bonds under the Act and after having considered the Company's proposal, has concluded that it is desirable at this time to authorize the issuance of the Bonds to finance the Project and that the County's issuance of the Bonds will constitute and be a valid public purpose; and

WHEREAS, this Commission has been advised by Bond Counsel that the disclosure provisions of Rule 15c2-12 of the Securities and Exchange Commission are not applicable to this transaction inasmuch as the Bonds are being sold in a private sale to the Purchaser without participation of an underwriter; and

WHEREAS, there has been published in the *Cibola Citizen*, a newspaper of general circulation in the County, public notice of the Commission's intention to adopt this Bond Ordinance, which notice contained certain information concerning the ownership, purpose, location and size of the Project and the amount of the Bonds to be issued to finance the Project, which notice was published at least fourteen (14) days prior to final action upon this Bond Ordinance; and

WHEREAS, the Company will make payments in lieu of tax ("PILOT") to the County for each year in which the Bonds are outstanding, in a dollar amount per megawatt of storage capacity of the Project, as agreed between the Company and the County, in an amount determined as provided by law.

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

Section 1. RATIFICATION. All actions not inconsistent with the provisions of this Bond Ordinance previously taken by the Commission and the officials of the County directed toward approval of the issuance and sale of the Bonds be approved and the same hereby are ratified, approved and confirmed.

Section 2. FINDINGS.

A. General. The Commission hereby declares that it has considered all relevant information presented to it relating to the Bonds and the Project and hereby finds and determines that the issuance of the Bonds pursuant to the Bond Ordinance to provide funds for the acquisition, construction and installation of the Project Property is necessary and advisable and in the interest of and will promote the use of the natural resources of the State, industry and trade and a sound and proper balance in the State between agriculture, commerce and industry.

B. The Commission finds that:

(1) The Bonds will be issued for the purpose of financing the acquisition, construction and equipping of the Project.

(2) The aggregate face amount of obligations to be issued with respect to financing the Project will not collectively exceed \$85,000,000 .

(3) The developer of the Project is the Company.

(4) The Project Site consists of approximately 466 acres in an unincorporated area of the County, and is located approximately 35 miles west of Albuquerque, New Mexico.

Section 3. BONDS - APPROVAL, AUTHORIZATION AND DETAIL.



A. Approval and Sale.

The issuance of the Bonds in a principal amount not to exceed \$85,000,000 and the use of the proceeds of the Bonds to finance the cost of the Project including payment of transaction expenses related thereto are hereby approved and confirmed. The sale of the Bonds at par at a purchase price not to exceed \$85,000,000 is approved.

B. Form and Terms.

Subject to the limitations set forth in this Bond Ordinance, the Bonds shall (i) be in the form and denomination, shall be numbered, dated, and contain the series designation as set forth in the Indenture, (ii) be payable as to principal and interest and subject to redemption in the amounts, upon the conditions and at the times and prices set forth in the Indenture; and (iii) be issued in a principal amount not to collectively exceed \$85,000,000, bearing interest at the rate and maturing on the date set forth in the Indenture.

C. Execution. The Bonds shall be signed by the presiding officer of the Board of the Commission.

D. Interest Rate. The interest rate on the Bonds shall not exceed five percent (5%) per annum.

Section 4. AUTHORIZATION OF OFFICERS; APPROVAL OF DOCUMENTS; ACTIONS TO BE TAKEN. The Bond Documents in the form presented to the Commission are hereby approved. The presiding officer of the Commission is authorized to approve the final form, terms and provisions of the Bond Documents on behalf of the Commission, provided that such form, terms and provisions are consistent with this Bond Ordinance, and to execute and deliver in the name and on behalf of the County, and the County Clerk or Deputy County Clerk is hereby authorized to attest, as necessary, the Bond Documents. The presiding officer of the Commission and the County Clerk are further authorized to execute, authenticate and deliver such certifications, instruments, documents, letters and other agreements, including security agreements, and to do such other acts and things, either prior to or after the date of delivery of the Bonds, as are necessary or appropriate to consummate the transactions contemplated by the Bond Documents. The Presiding Officer of the Commission, the County Manager and other officers of the County shall take such action as is necessary to effectuate the provisions of the Indenture and shall take such action as is necessary in conformity with the Act to finance the costs of the Project and for carrying out other transactions as contemplated by this Ordinance, and the Bond Documents, including, without limitation, the execution and delivery of any closing documents to be delivered in connection with the sale and delivery of the Bonds.

Section 5. DELIVERY OF BONDS. Upon the execution of the Bond Documents, the satisfaction of the conditions set forth in the Bond Documents and upon receipt of the purchase price for the Bonds, the Bonds shall be executed, authenticated and delivered to the Purchaser. The Bonds shall not be valid for any purpose until the Bonds have been properly authenticated as set forth in the Indenture.

Section 6. FUNDS AND ACCOUNTS. There is established in the Indenture, and on and after the date on which the Bonds are issued there shall be maintained, the funds and accounts as set forth in the Indenture. Other funds and accounts may be established as are necessary under the Indenture.

Section 7. FINDINGS REGARDING PAYMENT OF PRINCIPAL AND OTHER MATTERS. The following determinations are made:

A. The maximum amount necessary in each year to pay the principal of and interest on the Bonds, assuming issuance of the Bonds as of December 31, 2024, in the maximum aggregate principal amount of \$85,000,000 and bearing a maximum interest rate of five percent (5%), is as follows:

<u>Year</u>	<u>Total Debt Service</u>	<u>Principal</u>	<u>Interest</u>
2024	\$4,250,000	-0-	\$4,250,000
2025	\$4,250,000	-0-	\$4,250,000
2026	\$4,250,000	-0-	\$4,250,000
2027	\$4,250,000	-0-	\$4,250,000
2028	\$4,250,000	-0-	\$4,250,000
2029	\$4,250,000	-0-	\$4,250,000
2030	\$4,250,000	-0-	\$4,250,000
2031	\$4,250,000	-0-	\$4,250,000
2032	\$4,250,000	-0-	\$4,250,000
2033	\$4,250,000	-0-	\$4,250,000
2034	\$4,250,000	-0-	\$4,250,000
2035	\$4,250,000	-0-	\$4,250,000
2036	\$4,250,000	-0-	\$4,250,000
2037	\$4,250,000	-0-	\$4,250,000
2038	\$4,250,000	-0-	\$4,250,000
2039	\$4,250,000	-0-	\$4,250,000
2040	\$4,250,000	-0-	\$4,250,000
2041	\$4,250,000	-0-	\$4,250,000
2042	\$4,250,000	-0-	\$4,250,000
2043	\$4,250,000	-0-	\$4,250,000
2044	\$4,250,000	-0-	\$4,250,000
2045	\$4,250,000	-0-	\$4,250,000
2046	\$4,250,000	-0-	\$4,250,000
2047	\$4,250,000	-0-	\$4,250,000
2048	\$4,250,000	-0-	\$4,250,000
2049	\$4,250,000	-0-	\$4,250,000
2050	\$4,250,000	-0-	\$4,250,000

2051	\$4,250,000	-0-	\$4,250,000
2052	\$4,250,000	-0-	\$4,250,000
2053	\$4,250,000	\$85,000,000	\$89,250,000

B. The Bonds will bear interest at a rate not to exceed five percent (5%), per annum.

C. The Bonds may be redeemed at any time without premium.

D. It shall not be necessary to deposit any amount in a debt service reserve fund or a repair and replacement reserve fund for the maintenance of the Project Property.

E. The Lease shall require that the Company maintain the Project Property in safe repair and in such operating condition as is needed for its operations and carry proper insurance with respect to the Project Property as provided in the Lease.

F. The Lease shall require the Company make lease payments in an amount sufficient to pay the principal of and interest on the Bonds as principal and interest become due and to pay all Related Costs.

G. The Lease shall include a provision that the Company pay PILOT to the County for so long as the Bonds are outstanding. The amount of the PILOT paid to the County shall be acceptable to the Commission and may be modified without further Commission approval strictly for the purpose of complying with amendments to NMSA 1978 Section 4-59-4, should any amendment become effective before the bonds are issued; provide, that, in the event that the annual PILOT amount to be received by the County shall be reduced in connection with such amendment, approval thereof by the Commission shall be required, which approval may be provided by resolution of the Commission, and this Ordinance shall be amended thereby.

Section 8. LIMITED OBLIGATIONS. The Bonds shall be a special limited obligation of the County, payable solely from the Basic Rent (as defined in the Lease) paid by the Company to the County as described in the Indenture and any other property or interest of the County specifically pledged under the Indenture and shall never constitute a debt or indebtedness of the County or the State or any political subdivision thereof within the meaning of any provision or limitation of the State Constitution or statutes, and shall not constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. Nothing contained in this Bond Ordinance or in the Bond Documents or any other instruments shall be construed as obligating the County (except with respect to the Project Property and the application of the revenues therefrom and the proceeds of the Bonds, all as provided in the Bond Documents), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing powers, nor shall the breach of any agreement contained in this Bond Ordinance, the Bond Documents, the Bonds or any other instrument be construed as obligating the County (except with respect to the Project Property and the application of the revenues therefrom and the proceeds of the Bonds, all as provided in the Bond Documents), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing power, the County having no

power to pay out of its general funds, or otherwise contribute any part of the costs of constructing or equipping the Project Property, nor power to operate the Project Property as a business or in any manner except as lessor of the Project Property.

Section 9. APPROVAL OF INDEMNIFICATION. The Commission specifically requires that the Lease contain provisions relating to indemnification which provide that the Company shall indemnify and hold harmless the County and the Commission and its members, officials, employees and agents against liability to the Company, or to any third parties, that may be asserted against the County or the Commission, its members, officials, members, officers, employees or agents with respect to the County's ownership of the Project Property or the issuance of the Bonds and arising from the condition of the Project Property or the acquisition, construction and operation of the Project Property by the Company, except to the extent Section 56-7-1, NMSA 1978 may preclude such indemnity, and except claims for any loss or damage arising out of or resulting from the gross negligence or willful misconduct of the County, the Commission, any member thereof, or other official, employee or agent of the County.

Section 10. BOND ORDINANCE IRREPEALABLE. After the Bonds are issued, the Bond Ordinance shall be and remain irrevocable until the Bonds, including interest, are fully paid, canceled and discharged in accordance with the Indenture.

Section 11. REPEALER. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent with this Bond Ordinance are repealed by this Bond Ordinance but only to the extent of that inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, previously repealed.

Section 12. SEVERABILITY. If any section, paragraph, clause or provision of the Bond Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of the Bond Ordinance.

Section 13. RECORDING; AUTHENTICATION; PUBLICATION; EFFECTIVE DATE. This Ordinance, immediately upon its final passage and approval, shall be authenticated by the signature of the presiding officer of the Board of Commissioners, and by the signature of the County Clerk or any Deputy County Clerk, and shall be recorded in the Ordinance book of the County, kept for that purpose, and shall be in full force and effect thereafter in accordance with the laws of the State, and notice of adoption thereof shall be published once in a newspaper which maintains an office in, and is of general circulation in the County.



PASSED, ADOPTED, SIGNED AND APPROVED this 25<sup>th</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS,  
CIBOLA COUNTY, NEW MEXICO

By: \_\_\_\_\_  
Dr. Christine Lowery, Chair

[SEAL]

ATTEST:

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



# 11b. New Business

## Resolution 24-25

FY24 Budget Adjustment #6

**Cibola County Commission**

Christine Lowery, Chair  
Ralph Lucero, 1<sup>st</sup> Vice-Chair  
Daniel J. Torrez, 2<sup>nd</sup> Vice-Chair  
Martha Garcia, 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. 2024-25 BAR #6**

**Fiscal Year 2024**

**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 2024-25A* 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 2024 fiscal year ending June 30, 2024.

**PASSED, APPROVED and ADOPTED** by the governing body at a regular meeting on the 25th day of April, 2024.

**THE BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Dr. Christina Lowery, Chair

\_\_\_\_\_  
Ralph Lucero, 1<sup>st</sup> Vice-Chair

**ATTEST:**

\_\_\_\_\_  
Daniel Torrez, 2<sup>nd</sup> Vice-Chair

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

\_\_\_\_\_  
Martha Garcia, Commissioner

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

ENTITY NAME: Cibola County  
FISCAL YEAR: FY 2023-24  
RESOLUTION #: 2024-25  
BAR SCHEDULE: 2024-25A

Page 1 of 1

TYPE OF BAR LOCAL (L) OR STATE (S)	COUNTY  DEPARTMENT	REVENUE EXPENDITURE  TRANSFER (TO or FROM)	DFA  ACCOUNT #	CIBOLA COUNTY  ACCOUNT#	DESCRIPTION  OF ACCOUNT	APPROVED  BUDGET	ADJUSTMENT	ADJUSTED  BUDGET	PURPOSE
S	GF - Commission	Expenditure	11000-1001-54999	401-001-401-00067	Property & Liability Insurance	\$96,911.00	(\$69,399.50)	\$27,511.50	Budget Decrease to actuals
S	GF - Manager	Expenditure	11000-2001-52080	401-004-402-00067	Multi line other	\$59,745.00	(\$7,469.64)	\$52,275.36	Budget Decrease to actuals
S	GF - Sheriff	Expenditure	11000-1005-57999	401-005-408-00072	Law Enforcement Liability Insurance	\$185,000.00	(\$26,776.00)	\$158,224.00	Budget Decrease to actuals
S	Road	Expenditure	20400-5001-57070	402-015-416-00067	Property & Liability Insurance	\$47,497.00	(\$30,499.99)	\$16,997.01	Budget Decrease to actuals
S	San Rafael VFD	Expenditure	20900-3002-57999	407-018-421-00067	Property & Liability Insurance	\$7,928.00	(\$5,091.41)	\$2,836.59	Budget Decrease to actuals
S	Bluewater VFD	Expenditure	20900-3002-57999	408-018-422-00067	Property & Liability Insurance	\$7,928.00	(\$5,091.41)	\$2,836.59	Budget Decrease to actuals
S	Lobo Canyon VFD	Expenditure	20900-3002-57999	409-018-423-00067	Property & Liability Insurance	\$7,928.00	(\$5,091.41)	\$2,836.59	Budget Decrease to actuals
S	Fence Lake VFD	Expenditure	20900-3002-57999	416-018-428-00067	Property & Liability Insurance	\$7,928.00	(\$5,091.41)	\$2,836.59	Budget Decrease to actuals
S	Candy Kitchen VFD	Expenditure	20900-3002-57999	418-018-429-00067	Property & Liability Insurance	\$7,928.00	(\$5,091.41)	\$2,836.59	Budget Decrease to actuals
S	Laguna FD	Expenditure	20900-3002-57999	419-018-430-00067	Property & Liability Insurance	\$7,928.00	(\$5,091.41)	\$2,836.59	Budget Decrease to actuals
S	Cubero VFD	Expenditure	20900-3002-57999	424-018-432-00067	Property & Liability Insurance	\$7,928.00	(\$5,091.41)	\$2,836.59	Budget Decrease to actuals
S	El Morro VFD	Expenditure	20900-3002-57999	427-018-464-00067	Property & Liability Insurance	\$7,928.00	(\$4,179.00)	\$3,749.00	Budget Decrease to actuals
S	E-911	Expenditure	20700-3005-57070	435-070-435-00067	Property & Liability Insurance	\$20,974.00	(\$13,469.80)	\$7,504.20	Budget Decrease to actuals
S	Detention	Expenditure	22600-8002-57999	614-100-457-00253	Payments on Agreements - ICE	\$6,000,000.00	\$1,000,000.00	\$7,000,000.00	Budget Increase to match expenses
S	GF	Transfer	11000-0001-61200	401-011-499-09403	From 401 to 403	\$15,000.00	\$15,600.00	\$30,600.00	Supplement Farm & Range which is usual
S	Farm & Range	Transfer	20800-0001-61100	403-031-499-09401	From 401 to 403	\$15,000.00	\$15,600.00	\$30,600.00	Supplement Farm & Range which is usual
S	GF	Transfer	11000-0001-61200	401-011-499-09435	From 401 to 435	\$208,908.24	\$61,000.00	\$269,908.24	Loan to E-911 from GF for quarterly deficit
S	E-911	Transfer	20700-0001-61100	435-071-499-09401	From 401 to 435	\$208,908.24	\$61,000.00	\$269,908.24	Loan to E-911 from GF for quarterly deficit
S	E-911	Transfer	20700-0001-61200	435-071-499-09435	From 435 to 401	\$34,530.52	\$61,000.00	\$95,530.52	Loan to E-911 from GF for quarterly deficit
S	GF	Transfer	11000-0001-61100	401-011-499-19435	From 435 to 401	\$34,530.52	\$61,000.00	\$95,530.52	Loan to E-911 from GF for quarterly deficit
S	Detention	Revenue	22600-0001-46900	614-85-380-20001	Revenue On Agreements - ICE	\$2,000,000.00	\$5,000,000.00	\$7,000,000.00	Budget Increase to match revenues
S	Fire Marshal	Revenue	20900-0001-47090	604-30-300-56000	State Fire Allotment	\$95,000.00	\$6,085.00	\$101,085.00	Increase revenues to actuals
S	El Morro VFD	Revenue	20900-0001-47090	427-30-300-56000	State Fire Allotment	\$64,000.00	\$3,393.00	\$67,393.00	Increase revenues to actuals
S	Cubero VFD	Revenue	20900-0001-47090	424-30-300-56000	State Fire Allotment	\$96,000.00	\$5,085.00	\$101,085.00	Increase revenues to actuals
S	Laguna FD	Revenue	20900-0001-47090	419-30-300-56000	State Fire Allotment	\$383,092.00	\$21,248.00	\$404,340.00	Increase revenues to actuals
S	Candy Kitchen VFD	Revenue	20900-0001-47090	418-30-300-56000	State Fire Allotment	\$129,400.00	\$7,152.00	\$136,552.00	Increase revenues to actuals
S	Fence Lake VFD	Revenue	20900-0001-46900	416-30-300-26100	Refunds	\$0.00	\$26.00	\$26.00	Increase revenues to actuals
S	Fence Lake VFD	Revenue	20900-0001-47090	416-30-300-56000	State Fire Allotment	\$63,900.00	\$3,493.00	\$67,393.00	Increase revenues to actuals

6,134,248.20

ATTEST: \_\_\_\_\_

County Clerk

Date

Board Chairman

Date



# 11c. New Business

## Resolution 24-26

FY24 3<sup>rd</sup> Quarter Report



**Cibola County Commission**

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

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



**Resolution No. 2024-26**

**FISCAL YEAR 2023-2024 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 2024.

**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 2024 hereinafter described as Attachment "2024-26A" 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 a regular meeting on the 25th day of April 2024.

**THE BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Dr. Christina Lowery, Chair

\_\_\_\_\_  
Ralph Lucero, 1<sup>st</sup> Vice-Chair

**ATTEST:**

\_\_\_\_\_  
Daniel Torrez, 2<sup>nd</sup> Vice-Chair

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

\_\_\_\_\_  
Martha Garcia, Commissioner

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

## Cibola County Operating Cash Recap - March 31, 2024 Resolution 2024-26 Attachment A

Active Funds	Beginning Cash Balance as of 7-1-2023	Beginning Investments	YTD Revenues	YTD Transfers	YTD Expenditures	YTD Adjustments	Ending Cash & Investments
101 - INVESTMENT FUND	\$0.00	\$5,436,019.96	\$219,470.53	\$0.00	\$0.00	\$0.00	\$5,655,490.49
401 - GENERAL FUND	\$8,562,611.58	\$0.00	\$4,926,877.39	(\$1,632,181.01)	(\$6,715,873.23)	(\$2,798,635.49)	\$2,342,799.24
402 - ROAD	\$152,649.28	\$0.00	\$1,907,809.30	\$0.00	(\$979,586.66)	\$4,037.72	\$1,084,909.64
403 - FARM & RANGE	\$0.00	\$0.00	\$0.00	\$19,076.69	\$19,055.24	\$0.00	\$21.45
406 - INDIGENT	\$692,889.38	\$0.00	\$481,946.71	\$0.00	(\$696,054.31)	\$0.00	\$478,781.78
407 - SAN RAFAEL VFD	\$255,329.45	\$0.00	\$167,142.00	(\$55,416.00)	(\$154,072.79)	(\$50.00)	\$212,932.66
408 - BLUEWATER VFD	\$89,784.17	\$0.00	\$111,726.00	(\$25,251.00)	(\$45,075.71)	(\$420.00)	\$130,763.46
409 - LOBO CANYON VFD	\$295,777.14	\$0.00	\$56,310.00	\$55,416.00	(\$125,160.31)	\$0.00	\$282,342.83
413 - LAGUNA EMS	\$5,674.63	\$0.00	\$11,147.00	\$0.00	(\$3,965.34)	\$0.00	\$12,856.29
415 - PINEHILL EMS	\$1,546.22	\$0.00	\$9,039.00	\$0.00	\$0.00	\$0.00	\$10,585.22
416 - FENCE LAKE VFD	\$521,084.69	\$0.00	\$67,418.65	\$0.00	(\$10,448.89)	(\$259.34)	\$577,795.11
418 - CANDY KITCHEN VFD	\$341,301.63	\$0.00	\$136,552.00	(\$37,531.00)	(\$63,280.31)	\$0.00	\$377,042.32
419 - LAGUNA VFD	\$859,195.51	\$0.00	\$404,340.00	\$0.00	(\$188,890.52)	\$0.00	\$1,074,644.99
424 - CUBERO VFD	\$172,179.27	\$0.00	\$341,085.00	(\$13,541.00)	(\$25,141.92)	\$0.00	\$474,581.35
425 - CUBERO EMS	\$2,249.64	\$0.00	\$5,000.00	\$0.00	(\$652.64)	\$0.00	\$6,597.00
427 - EL MORRO VFD	\$195,363.40	\$0.00	\$327,393.00	\$0.00	(\$15,018.67)	\$0.00	\$507,737.73
428 - SUPERIOR AMBULANCE	\$1,766.53	\$0.00	\$14,945.00	\$0.00	(\$6,663.53)	\$0.00	\$10,048.00
429-CIBOLA ADMIN EMS	\$0.85	\$0.00	\$5,000.00	\$0.00	(\$4,748.84)	(\$0.00)	\$252.01
430 - LAGUNA VFD - VALENCIA STATION	\$0.00	\$0.00	\$105,553.00	\$0.00	(\$9,024.98)	\$636.76	\$97,164.78
435 - CONSOLIDATED DISPATCH	\$194,548.33	\$0.00	\$947,824.26	\$57,000.00	(\$1,199,701.86)	\$542.76	\$213.49
438 - DWI GRANT	\$56,841.28	\$0.00	\$36,582.95	\$0.00	(\$34,572.24)	\$5,440.00	\$64,291.99
439 - DWI DISTRIBUTION	\$143,059.42	\$0.00	\$269,083.00	\$0.00	(\$234,117.87)	\$0.00	\$178,024.55
475 - COUNTY FIRE PROTECTION	\$1,208,050.12	\$0.00	\$223,622.67	\$0.00	(\$6,824.97)	\$0.00	\$1,424,847.82
500 - CLERK RECORDING/FILING	\$97,714.69	\$0.00	\$28,026.00	\$0.00	(\$17,261.65)	\$0.00	\$108,479.04
569 - 2014A BOND INCOME FUND	\$0.00	\$0.00	\$896,223.25	\$0.00	(\$102,731.22)	\$0.00	\$793,492.03
570 - 2014B BOND INCOME FUND	\$0.00	\$0.00	\$1,722,791.66	\$0.00	(\$222,363.96)	\$0.00	\$1,500,427.70
575 - NMFA LOANS	\$0.00	\$377,669.77	\$14,634.03	\$263,415.68	(\$24,191.10)	(\$27,772.12)	\$603,756.26
604 - FIRE MARSHAL	\$76,707.40	\$0.00	\$176,724.24	(\$12,970.00)	(\$59,595.16)	\$137.80	\$181,004.28
605 - LAW ENFORCEMENT PROTECTION	\$0.00	\$0.00	\$119,000.00	(\$18,018.36)	(\$29,036.25)	\$0.00	\$71,945.39
606 - NMDOT LOCAL GOV. TRANS. GRANT	\$798,831.02	\$0.00	\$0.00	\$0.00	(\$679,630.91)	\$0.00	\$119,200.11
607 - QUARTZ HILL PROJECT	\$144,034.31	\$0.00	\$1,553.30	\$0.00	\$0.00	\$0.00	\$145,587.61
614 - DETENTION CENTER	\$0.00	\$780,003.86	\$6,493,979.44	\$1,400,000.00	(\$7,687,353.28)	(\$864,997.28)	\$121,632.74
616 - LERF	\$0.00	\$0.00	\$11,367.08	\$0.00	\$0.00	\$0.00	\$11,367.08
620 - 1% REAPPRAISAL FUND	\$15,961.85	\$0.00	\$62,603.50	\$0.00	(\$14,823.00)	\$0.00	\$63,742.35
646 - LG ABATEMENT	\$0.00	\$0.00	\$768,286.22	\$0.00	(\$768,286.22)	\$0.00	\$0.00
647 - LATCF GRANT	\$3,151,902.50	\$0.00	\$3,151,902.50	\$0.00	(\$889,041.54)	\$0.00	\$5,414,763.46
648 - TPF COUNTY ROAD GRANTS FUND	\$1,505,488.13	\$0.00	\$1,187,500.00	\$0.00	(\$122,698.26)	\$0.00	\$2,570,289.87
649 - AMERICAN RESCUE PLAN ACT	\$2,414,398.12	\$0.00	\$0.00	\$0.00	(\$1,275,365.41)	\$0.00	\$1,139,032.71
651 - CAPITAL OUTLAY PROJECTS	\$0.00	\$0.00	\$304,317.29	\$0.00	(\$53,156.51)	\$0.00	\$251,160.78
TOTALS=	\$21,956,940.54	\$6,593,693.59	\$25,714,775.97	\$0.00	(\$22,483,465.30)	(\$3,681,339.19)	\$28,100,605.61
ATTEST:							
Clerk		Date		Board Chairman			



# 11d. New Business

## Resolution 24-27

Auctioning of County Vehicles

**Cibola County Commission**

Christine Lowery, Chair  
Ralph Lucero, 1st Vice-Chair  
Daniel J. Torrez, 2nd Vice-Chair  
Martha Garcia, 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. 2024-27**

**Fiscal Year 2024**

**Resolution Authorizing Auction of Vehicles**

**WHEREAS**, pursuant to NMSA 1978 Section 4-38-1 the powers of a county as a body politic and corporate shall be exercised by a board of county commissioners; and,

**WHEREAS**, NMSA 1978, Section 4-38-13 provides that board of county commissioners shall have power at any session to make such orders concerning the property belonging to the county as they may deem expedient; and,

**WHEREAS**, NMSA 1978, Section 13-6-2 provides that the County give notification at least thirty days prior to its action making the deletion by sending a copy of its official finding and the proposed disposition of the property to the state auditor and the appropriate approval authority designated in Section 13-6-2 NMSA 1978, duly sworn and subscribed under oath by each member of the authority approving the action.; and,

**WHEREAS**, NMSA 1978, Section 13-6-2 provides, in pertinent part, that the "sale or disposition of real or tangible personal property having a current resale value of more than five thousand dollars (\$5,000) may be made by a . . . local public body. . . if the sale or disposition has been approved by . . . the local government division of the department of finance and administration for local public bodies; and,

**WHEREAS**, the County is in possession of 9 vehicles, VIN #'s 2C3CDXAT2GH293364, 1FM5K8AR0EGA28712, 6G3NS5U27EL952219, 1GC1KVC86CF186240, 1C6RD7KT6CS339549, 1GNEC03097R323842, 1FMZU72K53UA31868, 1FMZU72K13UA31866, 2GCDG15H4K4163029 that were utilized in the Sheriff Department, Bluewater VFD, Lobo Canyon VFD and Fence Lake VFD and are no longer needed by the County and are considered obsolete, worn out, and are unusable; and,

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Cibola County that it authorizes the sale of the vehicles and equipment, contingent upon securing the approval of the local government division of the department of finance and administration and sending notification to the office of the state auditor; and,

**WHEREAS**, the disposition of property descriptions and information stated on the attachment labeled "**Personal Property To Be Auctioned Per Resolution #2024-27 Attachment 1**".

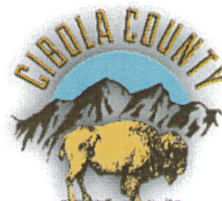
**PASSED, APPROVED and ADOPTED** by the governing body at its regular meeting on the 25th day of April 2024.

**Cibola County Commission**

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

**THE BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Christine Lowery, Chair

\_\_\_\_\_  
Ralph Lucero, 1<sup>st</sup> Vice-Chair

\_\_\_\_\_  
Daniel J. Torrez, 2<sup>nd</sup> Vice-Chair

\_\_\_\_\_  
Martha Garcia, Commissioner

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

**ATTEST:**

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



## Cibola County Personal Property To Be Auctioned

Department	Sheriff Dept.
Purpose for Disposition	End of Service - High mileage
Year Manufactured	2016
Make / Model	Dodge Charger
VIN / Serial Number	2C3CDXAT2GH293364
Hours Used / Mileage	137,268
Current Resale or Market Value	\$0
Opening Bid	\$500
Method of Disposition	Auction

Department	Sheriff Dept.
Purpose for Disposition	End of Service - High mileage
Year Manufactured	2014
Make / Model	Ford Explorer
VIN / Serial Number	1FM5K8AR0EGA28712
Hours Used / Mileage	164,319.0
Current Resale or Market Value	\$0
Opening Bid	\$500
Method of Disposition	Auction

Department	Sheriff Dept.
Purpose for Disposition	End of Service - High mileage
Year Manufactured	2014
Make / Model	Chevy Caprice
VIN / Serial Number	6G3NS5U27EL952219
Hours Used / Mileage	173,815.0
Current Resale or Market Value	\$0
Opening Bid	\$500
Method of Disposition	Auction

Department	Sheriff Dept.
Purpose for Disposition	End of Service - High mileage
Year Manufactured	2012
Make / Model	Dodge Ram 1500
VIN / Serial Number	1C6RD7KT6CS339549
Hours Used / Mileage	Unknown
Current Resale or Market Value	\$0
Opening Bid	\$500
Method of Disposition	Auction

Department	Sheriff Dept.
Purpose for Disposition	End of Service - High mileage
Year Manufactured	2012
Make / Model	Chevy Silverado 2500
VIN / Serial Number	1GC1KVC86CF186240
Hours Used / Mileage	Unknown
Current Resale or Market Value	\$0
Opening Bid	\$500
Method of Disposition	Auction

Department	Bluewater VFD
Purpose for Disposition	End of Service - High mileage
Year Manufactured	2007
Make / Model	Chevy Tahoe
VIN / Serial Number	1GNEC03097R323842
Hours Used / Mileage	190,504
Current Resale or Market Value	\$0
Opening Bid	\$500
Method of Disposition	Auction

Department	Lobo Canyon VFD
Purpose for Disposition	End of Service - High mileage
Year Manufactured	2003
Make / Model	Ford Explorer
VIN / Serial Number	1FMZU72K53UA31868
Hours Used / Mileage	193,541
Current Resale or Market Value	\$0
Opening Bid	\$500
Method of Disposition	Auction

Department	Fence Lake VFD
Purpose for Disposition	End of Service - High mileage
Year Manufactured	2003
Make / Model	Ford Explorer
VIN / Serial Number	1FMZU72K13UA31866
Hours Used / Mileage	216,294
Current Resale or Market Value	\$0
Opening Bid	\$500
Method of Disposition	Auction

Department	Fence Lake VFD
Purpose for Disposition	End of Service - High mileage
Year Manufactured	1989
Make / Model	Chevy Van
VIN / Serial Number	2GCDG15H4K4163029
Hours Used / Mileage	28,326
Current Resale or Market Value	\$0
Opening Bid	\$500
Method of Disposition	Auction

Department	
Purpose for Disposition	
Year Manufactured	
Make / Model	
VIN / Serial Number	
Hours Used / Mileage	
Current Resale or Market Value	
Opening Bid	
Method of Disposition	

Department	
Purpose for Disposition	
Year Manufactured	
Make / Model	
VIN / Serial Number	
Hours Used / Mileage	
Current Resale or Market Value	
Opening Bid	
Method of Disposition	

Department	
Purpose for Disposition	
Year Manufactured	
Make / Model	
VIN / Serial Number	
Hours Used / Mileage	
Current Resale or Market Value	
Opening Bid	
Method of Disposition	

Department	
Purpose for Disposition	
Year Manufactured	
Make / Model	
VIN / Serial Number	
Hours Used / Mileage	
Current Resale or Market Value	
Opening Bid	
Method of Disposition	

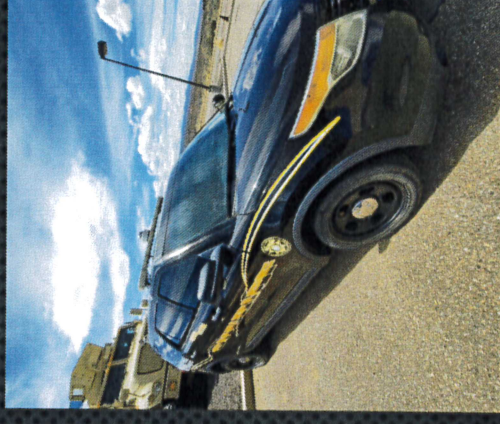
Department	
Purpose for Disposition	
Year Manufactured	
Make / Model	
VIN / Serial Number	
Hours Used / Mileage	
Current Resale or Market Value	
Opening Bid	
Method of Disposition	





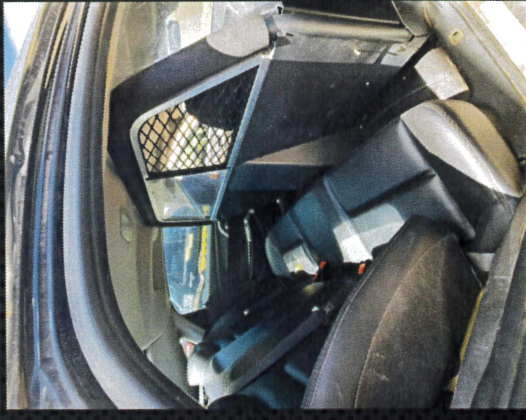
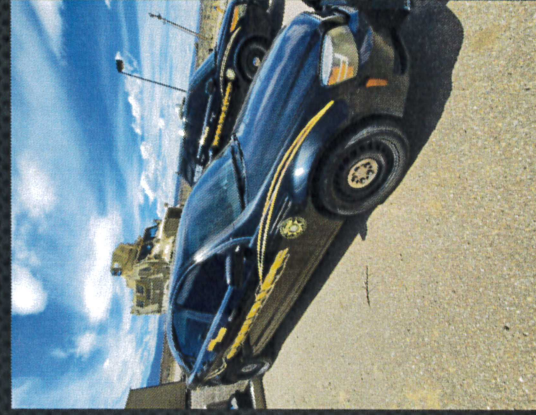
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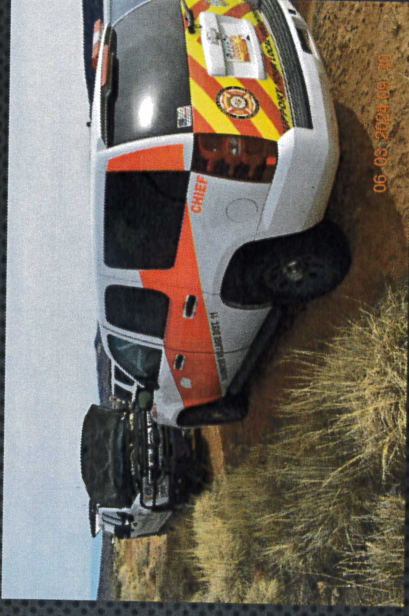
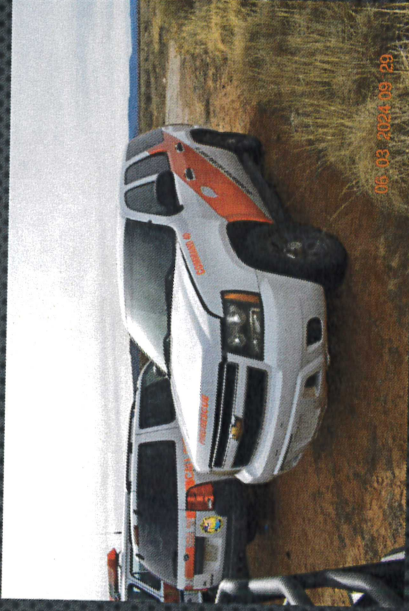
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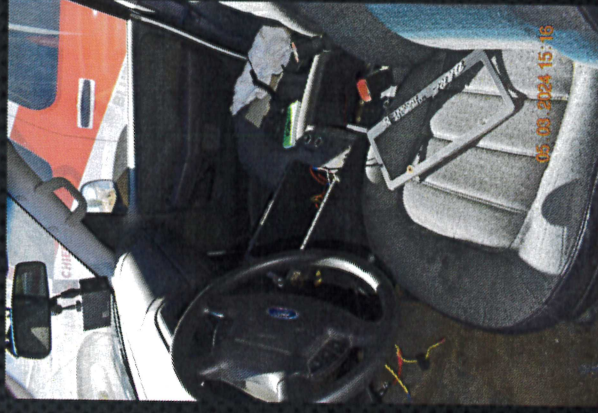
2014 CHEVY CAPRICE  
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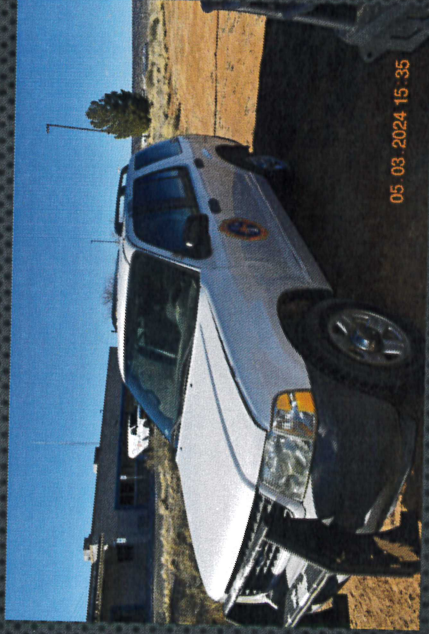
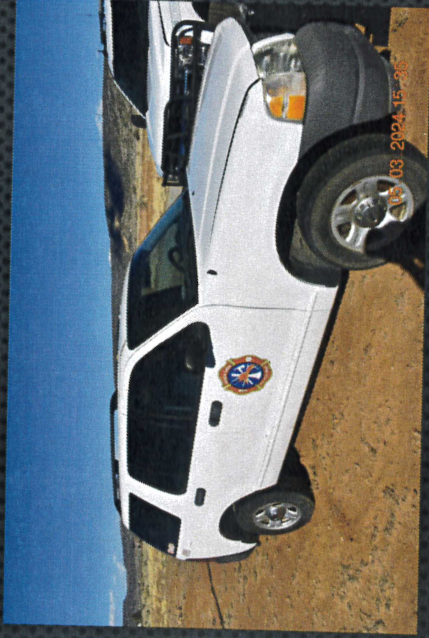
2007 CHEVY TAHOE  
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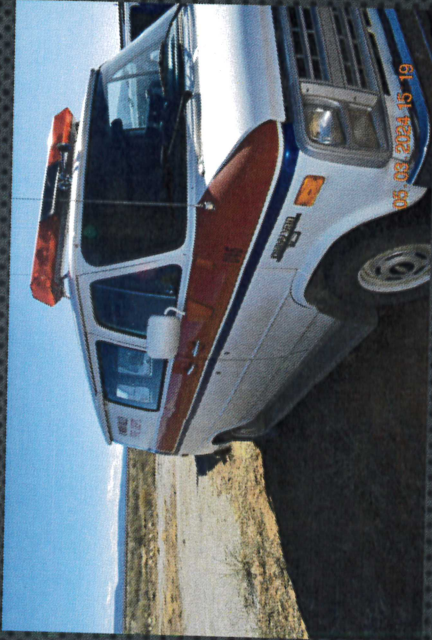
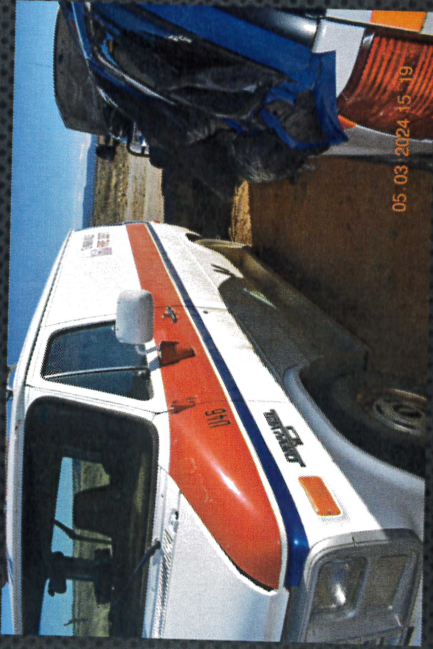
2003 FORD EXPLORER  
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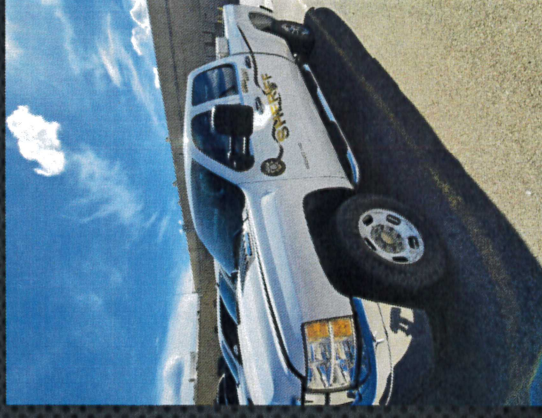
2003 FORD EXPLORER  
1FMZU72K13UA31866





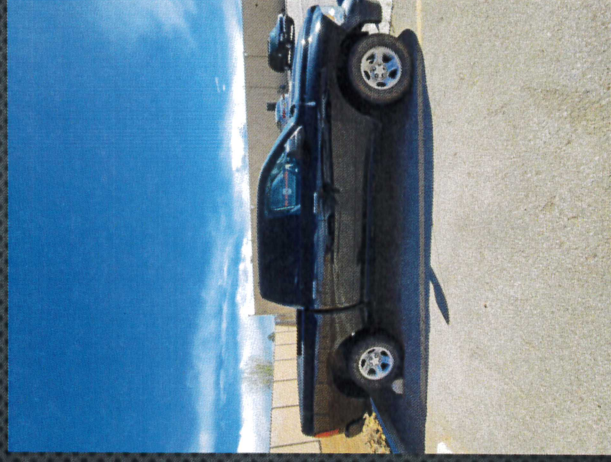
1989 CHEVY VAN  
2GCDG15H4K4163029





2012 CHEVY SILVERADO 2500  
1GC1KVC86CF186240





**2012 DODGE RAM 1500**  
**1C6RD7KT6CS339549**







# 11e. New Business

## Resolution 24-28

Transfer of Vehicle/Road Equipment to Village  
of Milan



CIBOLA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION № 2024-28

**DONATING CERTAIN EQUIPMENT TO THE VILLAGE OF MILAN**

**WHEREAS**, the Cibola County Board of Commissioners met upon notice of meeting duly published at the Cibola County Administration Building, 700 East Roosevelt Ave., Suite 50, Grants, NM 87020, on April 25, 2024, at 5:00 p.m. as required by law; and,

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

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

**WHEREAS**, NMSA 1978, Section 4-38-13 (1953) provides that board of county commissioners shall have power at any session to make such orders concerning the property belonging to the county as they may deem expedient; and,

**WHEREAS**, the owner, the County of Cibola, is a political subdivision of the State of New Mexico, organized and existing under and by virtue New Mexico law and specifically NMSA 1978, Section 4-3A-1 (1981); and,

**WHEREAS**, the Village of Milan is a municipality incorporated under New Mexico Law and is completely within the boundaries of the County of Cibola; and,

**WHEREAS**, NMSA 1978, Section 13-6-2 (A) (2007) states that “providing a written determination has been made [ ] local public body, [ ] may sell or otherwise dispose of real or tangible personal property belonging to the [ ] local public body, [ ]”; and,

**WHEREAS**, NMSA 1978, Section 13-6-2 (B) (2) (2007) (2) provides that the disposition of property may be made “by negotiated sale or donation to other state agencies, local public bodies, school districts or state educational institutions;” and,

**WHEREAS**, NMSA 1978, Section 13-6-2 (D) (2007) provides that “[e]xcept as provided in Section 13-6-2.1 NMSA 1978 requiring state board of finance approval for certain transactions, sale or disposition of real or tangible personal property having a current resale value of more than five thousand dollars (\$5,000) may be made by a [ ] local public body[ ] if the sale or disposition has been approved by [ ] the local government division of the department of finance and administration for local public bodies [ ]; and,

**WHEREAS**, Article 10 Section 14 of the New Mexico Constitution, referred to as the anti-donation clause, which provides that state or municipality shall not make any donation to association or public corporation is inapplicable to donations by state or one of its governmental agencies to another such agency, See, City of Gallup v. New Mexico State Park and Recreation Commission, 86 N.M. 745, 527 P.2d 786 (1974); and,

**WHEREAS**, the Village of Milan, pursuant to a letter from the Mayor received on April 3, 2024, has requested the donation of the property that is the subject of this resolution and the Board have County Commissioners has determined that the property is no longer needed for Cibola County Government and that it would be in the best interest of the citizens of the County to donate the equipment to the Village of Milan.

**NOW THEREFORE, BE IT RESOLVED**, that:

1. The Cibola County Commission finds & determines that the following property:

Make	Model	Year	VIN or Serial Number	Value
Volvo	G940B Grader	2012	VCEG940BH0S575209	\$40,000.00
GMC	C8500	2006	1GDT8C4CX6F430048	\$10,000.00
Monroe	Snow & Ice Salter Model MSV0168-82-54- NM/SF3		Serial # 04-0108354	\$2,000.00

which is incorporated with this Resolution by reference consists of tangible personal property owned by the County of Cibola that is of a current resale value of five thousand dollars (\$5,000) is longer needed for governmental purposes.

2. A copy of this Resolution shall be made a permanent part of the official minutes of the County and maintained as a public record subject to the Inspection of Public Records Act.
3. The property described herein shall be disposed of by donation to the Village of Milan.
4. The disposition of this property is contingent upon approval by the local government division of the department of finance and administration.
5. The Board delegates its authority to the County Manager and directs the Manager to take all action to effectuate this donation.

**APPROVED, ADOPTED, AND PASSED** on this 25<sup>th</sup> day of April 2024.

\_\_\_\_\_  
Christine Lowery, Chair

\_\_\_\_\_  
Ralph Lucero, 1<sup>st</sup> Vice-Chair

\_\_\_\_\_  
Daniel Torrez, 2<sup>nd</sup> Vice-Chair

\_\_\_\_\_  
Martha Garcia, Commissioner

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

ATTEST:

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

**FELIX O. GONZALES**  
MAYOR

**CANDI WILLIAMS**  
INTERIM VILLAGE MANAGER



**JAMES MERCER**  
MAYOR PRO TEM

TRUSTEES  
**CHRISTOPHER J. ARCHULETA**  
**ROSEANNE LOPEZ**  
**MONICA SANDOVAL**

**Village of Milan**  
P.O. Box 2727 • 609 US HWY 66  
MILAN, NEW MEXICO 87021

Kate Fletcher  
Cibola County Manager  
700 East Roosevelt Ave., Suite 50  
Grants, New Mexico 87020

**RE: Transfer Requests**

Dear Ms. Fletcher,

The Village of Milan would like to request that the equipment listed, if no longer of need to Cibola County, be transferred by intergovernmental transfer to the Village of Milan. These items include: 1) the Volvo Grader G940B with identification #VCEG940BH0S575209 2) GMC C8500 with identification #1GDT8C4CX6F430048 and 3) Monroe Snow and Ice Salter #00092105 Model# MSV-168-82-54-NM/SF3 Serial #04-01-8354. The Village of Milan appreciates the consideration of a donation. These items will be of great use to the Village of Milan for future use to benefit the residents of the Village of Milan and those traveling through the Village. Your consideration is greatly appreciated. If you have any questions, you can contact me at 505-285-0013.

Respectfully,

  
Felix Gonzales  
Mayor

**Judy Horacek**

---

**From:** Denise Baca <milanclerk@villageofmilan.com>  
**Sent:** Wednesday, April 3, 2024 9:49 AM  
**To:** Kate Fletcher  
**Subject:** Request  
**Attachments:** SKM\_C550i24040309400.pdf  
  
**Categories:** Red Category

Good morning,

Please see the attached transfer request from the Village of Milan. Feel free to contact me if you have any questions.

Thank you for your time and consideration.

Respectfully,

--

*Denise M. Baca, CMC*  
*Municipal Clerk*  
*Village of Milan*  
*505-285-0013*





# 11f. New Business Proclamation

Designating May Motorcycle Awareness Month



## PROCLAMATION MAY IS MOTORCYCLE AWARENESS MONTH

*WHEREAS*, motorcycles are used as a regular means of transportation for commuting, touring and recreation in and around Cibola, New Mexico; and

*WHEREAS*, the Cibola scenic roadways make motorcycling a very popular destination for riders from around the country; and

*WHEREAS*, the safe operation of a motorcycle requires the use of acquired skills developed through a combination of training and experience, the use of good judgement, and thorough knowledge of traffic laws and licensing requirements; and

*WHEREAS*, it is imperative that the residents of Cibola be aware, show consideration and share the road with motorcycles on the streets and highways and recognize the importance of motorcycle safety; and

*WHEREAS*, the National Highway Traffic Safety Administration has declared May as "Motorcycle Awareness Month"; it is the desire of this County Commission to join the NHTSA in raising awareness of the growing number of motorcyclists on Cibola County's roadways in order to help prevent accidents and most importantly, save lives.

NOW, THEREFORE, on behalf of the County Commission of Cibola County, I do hereby proclaim the Month of May 2024 to be:

**MOTORCYCLE AWARENESS MONTH** in Cibola County, and urge our citizens to be observant, courteous and knowledgeable about motorcycle usage in our community.

**APPROVED, ADOPTED, AND PASSED** on this 25<sup>th</sup> day of April 2024.

### BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
CHRISTINE LOWERY, CHAIRMAN

\_\_\_\_\_  
RALPH LUCERO, 1<sup>ST</sup> VICE-CHAIR

\_\_\_\_\_  
DANIEL TORREZ, 2<sup>ND</sup> VICE-CHAIR

\_\_\_\_\_  
MARTHA GARCIA, COMMISSIONER

\_\_\_\_\_  
ROBERT WINDHORST, COMMISSIONER

ATTEST BY:

\_\_\_\_\_  
MICHELLE E. DOMINGUEZ, CIBOLA COUNTY CLERK



# 11g. New Business

## Contract for Legal Services

NPS Law Firm

## PROFESSIONAL SERVICES CONTRACT

### CIBOLA COUNTY

THIS AGREEMENT is made and entered into by and between the County of Cibola, hereinafter referred to as the "County" and Nance, Pato & Stout, LLC, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

**2. Compensation.**

A. The County shall pay to the Contractor in full payment for services satisfactorily performed one hundred twenty thousand dollars (\$120,000.00) annually, to be invoiced in equal monthly amounts after performance of the services. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$7,500.00 shall be paid by the County to the Contractor in equal monthly amounts. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$127,500.00. In no event will the Contractor be paid any amount in excess of the specified total amount payable without this Agreement being amended in writing.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed, specified on a minimum of a quarter hour basis, and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. **Term.**

This Agreement is for one (1) year from the date of approval by the Cibola County Board of County Commissioners. This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County of Cibola. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Cibola as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Cibola unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Cibola from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Cibola and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; Governmental Conduct Act.**

A. 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.

B. 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:

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;

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;

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;

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

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.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 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 12 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 12 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.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**13. Amendment.**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

**14. Merger.**

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

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

**15. Penalties for violation of law.**

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

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Cibola County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. 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.

**19. Records and Financial Audit.**

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

**20. Disclaimer and Hold Harmless.**

Cibola County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold Cibola County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Cibola County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the County of Cibola from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Cibola and the New Mexico Association of Counties by certified mail.

**22. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**23. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**24. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**25. Lobbying.**

No federal 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.

**26. Approval of Contractor Personnel.**

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving

assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

**27. Survival.**

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

**28. Succession.**

This agreement shall extend to and be binding upon the successors and assigns of the parties.

**29. Force Majeure.**

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**30. Mediation.**

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

**31. Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Cibola County Manager, pursuant to the Manager's delegated authority. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

**32. Attorney's Fees.**

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

**33. Cooperation.**

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

**34. Incorporation and Order of Precedence.**

Request for Proposals No. 15-04 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

**35. Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The contractor shall defend, at its own expense, the County of Cibola against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Cibola based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Cibola for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Cibola shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

**36. Professional Liability Insurance.**

Contractor agrees to maintain in full force throughout the duration of the Agreement a lawyers professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

**37. Notices.**

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



To the County: Kate Fletcher, County Manager // 700 East Roosevelt // Grants, NM 87020

To the Contractor: Nance, Pato & Stout, LLC // P.O. Box 826 // Magdalena, NM 87825

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.**

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

Printed Name: David Pato

Address: P.O. Box 826  
Magdalena, NM 87825

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cibola County Manager

Printed Name: Kate Fletcher

Address: 700 East Roosevelt Avenue  
Grants, NM 87020

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cibola County Certified Purchasing Officer

Printed Name: Wendy Self

Address: 700 East Roosevelt Avenue  
Grants, NM 87020

**APPROVED, ADOPTED AND PASSED** on this 25th day of April, 2024.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Christine Lowery, Chair

\_\_\_\_\_  
Ralph Lucero, 1<sup>st</sup> Vice Chairman

\_\_\_\_\_  
Daniel Torrez, 2nd Vice-Chairman

\_\_\_\_\_  
Martha Garcia, Commissioner

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

## **Attachment 1**

### **Scope of Work**

Required activities include, but are not necessarily limited to, the following:

- A. Contractor will provide legal counsel and guidance to the County Commissioners, the County Manager, upper management and elected officials with respect to all legal matters relevant to the County, including litigation, arbitration/mediation, quasi-judicial activities, ordinance/rule policy promulgation, personnel matters, procurement matters, subpoena responses, inspection of public records act requests, open meeting laws, election issues, transactional matters, and real property issues.
- B. Contractor will anticipate and identify legal issues and counsel managers to develop legal strategies and solutions.
- C. Contractor will draft, review, and approve policies and procedures, ordinances, resolutions, regulations, bylaws, contracts, procurement documents and other legal documents or legal instruments.
- D. Contractor will review, research and interpret and prepare both written and oral opinions on a wide variety of legal issues.
- E. Contractor will conduct legal research and analysis and will prepare written and verbal opinions of counsel as needed.
- F. Contractor will review, prepare and approve contracts involving leases, licenses, purchases, sales, insurance, employment, research and related matters.
- G. Contractor will represent Cibola County in administrative hearings including without limitation personnel hearings.
- H. Contractor will prepare findings of fact and conclusions of law on behalf of the County in quasi-judicial matters; Contractor will defend Cibola County in administrative appeals.
- I. Contractor will prosecute, defend or otherwise conduct litigation on behalf of the County for which there is no insurance coverage.
- J. Contractor will negotiate settlements involving legal issues or transactions on behalf of the County in conjunction with County Officials.
- K. Contractor will maintain professional growth and development through seminars, workshops, and professional affiliations to keep abreast of latest developments.



11h. (1) New Business

Requisitions Over  
\$20,000

Tanker-Pumper/Midwest Fire/Fence Lake VFD

\$351,054

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





Quote Number 00006955  
Created Date 4/4/2024

Company Address 901 Commerce Road  
P.O. Box 524  
Luverne, MN 56156-0524  
US

Account Name MWF Stock

Prepared By Brett Jensen  
Email brett@midwestfire.com  
Phone 507-690-2981  
Fax 507-283-9142

#### Apparatus

Product	Quote Description	Quantity
A) 1.01.02	All-Poly Series 2000 Gallon, "T" Style	1.00
A) 1.02.00	Rear Fill Tower, Center	1.00
B) 2.00.01	Direct Fill, Rear, Street Side 2 1/2" NST	1.00
B) 2.02.00.01	Tank Level Gauges, Automatic Off, at 10mph	1.00
B) 2.02.08.01	IC, Soft Glo Series Tank Level Gauge, Street Side Pump Panel - Master	1.00
B) 2.02.08.03	IC, Soft Glo Series Tank Level Gauge, Rear Street Side	1.00
B) 2.03.01	Hydrant (1) One & (2) Two Spanner Wrenches, Street Side Rear Panel	1.00
C) 3.00.01.03	Rear Dump, Center, SST, w/ 12" Flip Chute, Top Handle	1.00
C) 3.00.03	Rear Dump, Street Side, SST, w/36" Tele Chute	1.00
C) 3.00.04	Rear Dump, Curb Side, SST, w/36" Tele Chute	1.00
D) 4.00.04	Portable Tank Carrier, 2100 Gallons, Curb Side	1.00
D) 4.01.01	Portable Tank Carrier with Front Aluminum Tread-brite Wind Deflector	1.00
D) 4.06.04	Portable Tank, 2100 Gallon, Alum Frame, (See Spec for Color), 135" x 29"	1.00
F) 6.00.01	Street Side, Front Low Compartment	1.00
F) 6.01.01	Curb Side, Front Low Compartment	1.00
F) 6.960	60" Roll-Up Door	2.00
G) 7.02.01	Rear Step, 12" Deep	1.00
H) 8.00.01.01	Rear Grab Rails, Two (2), (1) Each Street Side & Curb Side	1.00
H) 8.00.04.01	Tank Grab Rail, (1) One, Front, Street Side	1.00
H) 8.00.05.01	Tank Grab Rail, (1) One, Front, Curb Side	1.00
H) 8.01.01.05	Upper Level Hose Bed Folding Steps, Chrome Plated, Two (2) Curb Side, Two (2) Street Side	1.00
H) 8.01.02.01	Front Folding Steps, Street Side, (1) One	1.00
H) 8.01.03.01	Front Folding Steps, Curb Side, (1) One	1.00
H) 8.01.04.03	Lower Level Rear Folding Steps (2) Two, (1) One Curb Side, (1) One Street Side	1.00
I) 9.02.01.02	Quad-Cluster Tail Light Package, Whelen M6 Series	1.00
I) 9.04.01.02	Camera, Rear View, RearViewSafety, w/out GPS	1.00
I) 9.06.06.09	12V Power Strip, Inside Center Console, Wired to Chassis Battery	1.00



I) 9.06.06.10	12V Power Strip, Inside Center Console, Wired to Master Switch	1.00
J) 10.00.01	Center Console for Freightliner Chassis	1.00
J) 10.01.01.01	Light Bar, LED, Low-Profile, Model Whelen, #JE2NFPA, Red	1.00
J) 10.02.01.02	Whelen 295SLSA1 Siren w/ Speaker Mounted flush mounted, Street Side	1.00
J) 10.04.04.02	Lower Level Lights, Front/Rear Flashers, Red Light, M6 Series LED, Four (4) Total	1.00
J) 10.05.04	Intersection Lights, M6 Series LED, Red Light, (6) Six, (3) Three Each Side	1.00
J) 10.07.05	Automatic Reverse Scene Lighting	1.00
J) 10.09.02	Ground Lights, LED, (6) Six	1.00
J) 10.10.01.01	Wigwag Headlights - OEM Installed	1.00
J) 10.10.06.01	Step Lights, LED, (4) Four, Illuminate Chassis Steps	1.00
K) 11.00.01.02	Paint, Color Matched, Single Tone, 1900 - 2000 Gallon	1.00
K) 11.03.01	Vinyl Lettering, Chassis Doors, (See Spec for Details)	1.00
K) 11.03.06	Vinyl Lettering, Customer Unit Number on the Street and Curb Side, Underneath Headlights (See Spec for Details)	1.00
K) 11.05.01.01	Reflective Striping, White, (1" x 4"), Straight on Truck & Body, Single Axle	1.00
K) 11.05.03.01	Reflective Striping Inside of Chassis Doors, Single Cab	1.00
K) 11.06.05	Rear Chevron, Diamond Grade Pattern, 100% of Rear, Red/Fluorescent Yellow, no Shadow Flame	1.00
M) 13.03.09.01	Pump, Hale MBP 1000 PTO, Side Control, 36" Pumphouse	1.00
M) 13.03.25.01	PTO Auto Governor Option, Fire Research "Pump Boss 400 Series Auto Governor"	1.00
M) 13.05.01	Primer Pump Option, Rotary Vane	1.00
M) 13.06.01.01	Suction Intake, 2 1/2" Gated, Street Side, (1) One	1.00
M) 13.06.02.03	Non-Gated Master Intakes, 6", (2) Two	1.00
M) 13.07.01.02	Side Control Pump Panel Discharges, 2 1/2", Street Side, (2) Two	1.00
M) 13.07.01.03	Side Control Pump Panel Discharges, 2 1/2", Curb Side, (1) One	1.00
M) 13.08.08.01	Deck Gun Port only	1.00
M) 13.09.01.01	Tank Fill Valve 2", Side Control	1.00
M) 13.09.03.01	Tank to Pump 3", Manual Controls, Side Control	1.00
M) 13.12.01	Pump Certification, MWF Calibration	1.00
N) 14.08.01	Hose Cross Lay Above Side Control Pump	1.00
N) 14.09.02	Pre-connected Cross Lays, Two (2) 1 1/2" NST Male, 2" Valve	1.00
N) 14.10.01.02	Cross Lay Divider, (2) Two Adjustable Dividers, 3/16" Aluminum	1.00
N) 14.10.04.01	Cross Lay Vinyl Cover, Mesh Ends, Black	1.00
N) 14.11.00.01	Hose Bed, Full Length & Width of Tank, 10" Tall Walls	1.00
N) 14.11.01.02	Hose Bed Divider, Two (2)	1.00
N) 14.11.02.01	Hose Bed Cover, Black, 1500-2000 Gallon	1.00
O) 15.00.06.03	(2) Hard Suct Trays, 4 1/2"-6", Street Side of Tank	1.00
Q) 17.01.02.02	Hub and Lugnut Covers, Single Axle, OEM Install	1.00
Q) 17.03.02	Pump Plus 1000 System, 15-amp, manual plug-in beneath the street side chassis door	1.00
Q) 17.08.00.02	Air Horns installed on Each Side of the Hood, (2) Two, OEM Installed	1.00
Q) 17.08.04.02	One Foot Switch Located on the Passenger Side Floor, OEM Installed	1.00



Q) 17.10.01.03	Tire Pressure Indicator, OEM installed	1.00
Q) 17.10.04.02	Heat Exchanger, Midwest Fire Installed	1.00
Q) 17.10.12.02	Engine Compartment Light, LED, OEM Installed	1.00
Q) 17.10.15.01	Power Take Off (PTO), OEM Installed	1.00
Q) 17.11.01.01	Chassis Exhaust, Standard Modifications	1.00
R) 18.08.03	Wheel Chocks, Rubber, (2) Two, Connected by Rope, in Spare Compartment	1.00
R) 18.10.11	PVC Flex Hard Suction Hose, 6" X 10', (1) One	2.00
R) 18.19	DOT Essential Kit	1.00
S) 19.01	2025 Freightliner Chassis estimate, M2-106 Stock Single Axle 150CA	1.00
S) 19.01	Freightliner Chassis	1.00
S) 19.09	Freightliner - PTO Pump - Add	1.00
Special	Stock Unit	1.00
V) 30.01.01	Maximum Height - No Restrictions	1.00
V) 30.02.01	Maximum Length- No Restrictions	1.00
Z) NOR (1)	NOR 5713, Side/Rear, Scene/Flasher, Red Light, (1) M9V2 Each Side Tank, (2) M6V2 Rear of Apparatus, (4) Four	1.00

Total Price

\$351,054.00



**Solicitation Number: RFP #113021**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rock River Industries, LLC, 901 Commerce Road, PO Box 524, Luverne, MN 56156 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Apparatus and Fire Service Vehicles from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 10, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.



113021-RCK

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out, refurbished, or remounted Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily



apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

## RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

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### Vendor Details

Company Name: Rock River Industries LLC

Does your company conduct business under any other name? If yes, please state: Midwest Fire Equipment & Repair Company

Address: 901 Commerce Road  
PO Box 524  
Luverne, 56156 MN

Contact: Sarah Atchison

Email: sarah@midwestfire.com

Phone: 507-283-9141

Fax: 507-283-9142

HST#: 46-2560530

### Submission Details

Created On: Tuesday October 12, 2021 06:43:08

Submitted On: Monday November 29, 2021 11:40:39

Submitted By: Sarah Atchison

Email: sarah@midwestfire.com

Transaction #: dfd0e44c-f87b-4525-885c-19f1c5a113b6

Submitter's IP Address: 208.107.196.51

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Michelle Lujan Grisham  
Governor

Major General Miguel Aguilar  
Interim Cabinet Secretary



Ali Rye  
Deputy Cabinet Secretary

Regina Chacon  
Deputy Cabinet Secretary

Randy Varela  
State Fire Marshal

**DEPARTMENT OF HOMELAND SECURITY  
AND EMERGENCY MANAGEMENT**

April 1, 2024

Dustin Middleton, Fire Marshal  
Cibola County  
700 E. Roosevelt Ave.,  
Grants, NM 87020

Fire Marshal Middleton,

The specifications that you submitted on March 26, 2024, on behalf of the Fence Lake Fire Department have been reviewed and have been approved. The Fence Lake Fire Department is authorized to use fire protection fund monies to purchase a Tender-Pumper. **Please be advised that the Tender-Pumper shall comply with NFPA 1900 Standard for Aircraft Rescue and Firefighting Vehicles, Automotive Fire Apparatus, Wildland Fire Apparatus, and Automotive Ambulances, 2024 Edition. Any exceptions made to NFPA requirements will not be approved.**

**"This letter shall serve as approval to expend fire protection fund monies to finance the cost of the Tender-Pumper. The Fence Lake Fire Department is currently an ISO rating of 9 with a minimum yearly Fire Protection Fund Allocation of \$39,058.00.**

**If there are any changes in the specifications, or waivers presented at any time during the process, this office must approve the changes. If prior approval and authorization is not obtained from this office, the expenditure shall be rendered null and void.**

If you anticipate a loan, I recommend that you contact the New Mexico Finance Authority (NMFA) at 505-984-1454 to finance the Tender-Pumper loan through NMFA will be at minimal interest. This letter shall serve as authorization for you to enter into an agreement with NMFA for the commitment of fire protection fund monies.

For future references, please be reminded that all purchases shall be accomplished in accordance with the policies and guidelines of your governing body, the provisions of the Public Purchase Act, and as approved by the New Mexico Department of Finance and Administration.

If you have any questions about this report, please do not hesitate to contact me at 505-819-8285.

Sincerely,

Eloy Prada  
Fire Department Inspector

XC, Mr. Derrick Rodriguez, Deputy Fire Marshal





11h. (2) New Business

Requisitions Over  
\$20,000

T880 Kenworth Truck/Inland Kenworth/road  
Dept.

\$193,393

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





MIKE SCHREIBER 505 884-0300

**Inland Kenworth – Item # 4 - T880 Truck Cab/Chassis**  
**54,000 lb. GVWR spec'd for a Transport Truck**

**Following NM Statewide Price Agreement # 30-00000-23-00054**

**Quote for Joseph, Cibola County – April 11, 2024**

- **Base Price Item 4 – Kenworth T880** **\$175,425**
- **Base specs are: 54K GVWR, 14K front axle, 40K rear axle, 435 HP engine, 13 speed manual transmission, air ride suspension, 12R22.5 tires, 200 gallons fuel capacity, headache rack, toolbox – plus or minus options below. Drivetrain Warranty 5-yrs/100K; KW chassis 3-yrs/100K STD.**
- **E) Muncie type 2-line wet kit for Lowboy** **\$5215**
- **I) Stainless steel half fenders** **\$1932**
- **L) Center mounted under rack toolbox** **\$780**
- **M) Two LED work lights on headboard** **\$395**
- **S) Air slide no-tilt 5<sup>th</sup> wheel** **\$1168**
- **U) Air disc brakes front & rear** **\$3832**
- **X) Safety package** **STD.**
- **AF) Factory PTO switch on dash** **\$178**
- **AV-1) 30% discount options not listed – Engine PACCAR MX13/510HP/1850 lb-ft Torque w/high-torque 13-speed manual, matching clutch & rear axle torque cap (-\$2171 + \$651) plus warranty cost \$2,980** **\$1460**
- **AV-2) 30% discount options not listed – Dual exhaust stacks (\$2374 - \$713)** **\$1661**
- **AV-3) 30% discount options not listed – All aluminum wheels (\$1925 - \$578)** **\$1347**

**Total Price - Complete Transport Truck** **\$193,393**



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

**Statewide Price Agreement Amendment**

**Awarded Vendor:  
4 Vendors**

Number: 30-00000-23-00054

Amendment No.: One

Term: June 5, 2023 thru June 4, 2024

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

Procurement Specialist: Tami Concha

Telephone No.: (505) 660-3671

Email: Tami.Concha@gsd.nm.gov

**Invoice:**  
As Requested at Time of Order

**Title: Truck Cab and Chassis**

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

**Correct Item 4 as follows:**

**From: Truck, Cab & Chassis, 58,000 Pounds Gross Vehicle Weight Rating (GVWR), Straight Truck with Manual Transmission (Vocational), New Current Production Year Model**

**To: Truck, Cab & Chassis, 54,000 pounds Gross Vehicle Weight Rating (GVWR) with Fifth Wheel and Manual Transmission, New Current Production Year Model.**

**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**

*Dorothy Mendonca*

Dorothy Mendonca  
New Mexico State Purchasing Agent

Date: 10/16/2023



**Certificate Of Completion**

Envelope Id: DBFF80E8754945FD8FF996828975BE85  
 Subject: Please DocuSign: 30-00000-23-00054 Truck Cab and Chassis A001  
 Source Envelope:  
 Document Pages: 1  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:  
 Tami Concha  
 1100 S Saint Francis Dr  
 Santa Fe, NM 87502  
 Tami.Concha@gsd.nm.gov  
 IP Address: 164.64.62.10

**Record Tracking**

Status: Original  
 10/16/2023 11:10:38 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  
 Deputy Director  
 New Mexico General Services  
 Security Level: Email, Account Authentication  
 (None), Login with SSO

**Signature**

*NM*

Signature Adoption: Pre-selected Style  
 Using IP Address: 164.64.62.10

**Timestamp**

Sent: 10/16/2023 11:12:38 AM  
 Viewed: 10/16/2023 11:44:49 AM  
 Signed: 10/16/2023 11:44:52 AM

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

*TC*

Signature Adoption: Pre-selected Style  
 Using IP Address: 164.64.62.10

Sent: 10/16/2023 11:44:53 AM  
 Viewed: 10/16/2023 11:45:26 AM  
 Signed: 10/16/2023 11:45:31 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Dorothy Mendonca  
 dorothy.mendonca@gsd.nm.gov  
 SPD Division Director / State Purchasing Agent  
 General Services Department  
 Security Level: Email, Account Authentication  
 (None)

*Dorothy Mendonca*

Signature Adoption: Pre-selected Style  
 Using IP Address: 164.64.62.10

Sent: 10/16/2023 11:45:33 AM  
 Viewed: 10/16/2023 1:02:14 PM  
 Signed: 10/16/2023 1:02:18 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/14/2023 7:24:59 AM  
 ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

10/16/2023 11:12:38 AM

Certified Delivered

Security Checked

10/16/2023 1:02:14 PM

Signing Complete

Security Checked

10/16/2023 1:02:18 PM

Completed

Security Checked

10/16/2023 1:02:18 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

### **A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)**

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State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 30-00000-23-00054

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**Awarded Vendors:**

(AA) 0000141519

BDR Preferred Holdings, LLC  
dba Roberts Truck Center  
1623 Aspen Ave NW  
Albuquerque, NM 87104  
Brian Foster (505) 243-7883  
brian.foster@robertstruck.com

**Payment Term:** Net 10

**Delivery:** 12-18 months ARO

(AB) 0000054961

Bruckner Truck Sales, Inc  
dba Bruckner Truck & Equipment  
8101 Daytona Rd. NW  
Albuquerque, NM 87121  
Ryan Linson (505) 839-5907  
rlinson@brucknertruck.com

**Payment Term:** Net 30

**Delivery:** Currently 185+ Days, ARO

(AC) 0000053576

Inland Kenworth US Inc.  
7711 Fortuna Rd NW  
Albuquerque, NM 87121  
Michael Schreiber (505) 884-0300  
mikes@inland-group.com  
awelch@inland-group.com

**Payment Term:** Net 30

**Delivery:** Inland Kenworth US Inc. -  
Albuquerque, NM

(AD) 0000043931

Rush Truck Centers of New Mexico, Inc.  
dba Rush Truck Center, Albuquerque  
6521 Hanover Road NW  
Albuquerque, NM 87121  
(505) 839-3613  
arreolac@rushenterprises.com  
novaks@rushenterprises.com

**Payment Term:** Net 30

**Delivery:** Delivery of Cab/Chassis to the desired  
State location can be arranged at no  
extra cost to the State of NM



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General Services Department  
Purchasing Division  
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<b>Item 4: Truck, Cab &amp; Chassis, 58,000 Pounds Gross Vehicle Weight Rating (GVWR), Straight Truck with Manual Transmission (Vocational), New Current Production Year Model</b>			
<b>(AC) Inland Kenworth</b>			
	<b>Make:</b>	<b>Kenworth</b>	
	<b>Model:</b>	<b>T880</b>	
	<b>Base Price per Unit:</b>	<b>\$175,425.00</b>	
	<b>Bid as Options:</b>	<b>Add/Deduct</b>	<b>Unit Price</b>
a)	Five (5) year extended warranty	Add	\$3,085.00
d)	Remove anti-glare flat black top of hood option per User Agency	Deduct	(\$1,025.00)
e)	"Muncie" type complete wet kit system with aluminum (40) forty gallon reservoir fuel tank height mounted behind cab, cab controls, hoses, hydraulic type fittings, filter and valves for hydraulic tail lowboy "T" type clamps, (no black pipe fittings). Buyer will specify type of fittings for end hoses and part number and if jumper hoses are required. Site glass hydraulic tanks and filters on return hoses. Ball valves on suction hose.	Add	\$5,215.00
f)	"Muncie" type complete wet kit system with cab controls, hoses, hydraulic type fittings filter and valves for hydraulic "Flowboy" type trailers "T"-type clamps, (no black pipe fittings), fifty (50) gallon aluminum reservoir. Buyer will specify type of fittings for end hoses and part number and if jumper hoses are required. Site glass on tanks hydraulic tanks and filters on return hoses. Ball valve on suction hose. Variable speed controls.	Add	\$9,998.00
g)	Combination kit to allow operation of; transport, "Flowboy type," end-dump and belly-dump trailers	Add	\$2,915.00
h)	Stainless steel full fenders with at least 4 mounting brackets	Add	\$2,888.00
i)	Stainless steel half fenders	Add	\$1,932.00
j)	18 x 18 x 24 inch toolbox with "T" twist handle, bolt-on location to be determined by user	Add	\$548.00
k)	18 x 24 x 36 inch toolbox with "T" twist handle, bolt-on location to be determined by user	Add	\$658.00
l)	Center mounted under headache tool box	Add	\$780.00
m)	Two LED type work lights on headboard	Add	\$395.00
n)	Two (2) corner and one (1) rear cab stationary windows	Add	\$344.00
o)	Steerable forth drop axle, 20,000 lb. rating	Add	\$17,210.00
p)	Steerable forth drop axle, 12,000 lb. rating	Add	\$13,519.00
q)	Non-steerable forth drop axle, 20,000 lb. rating	Add	\$13,706.00
r)	Air slide 5th wheel w/long slide (60"+) to accompany pusher axle	Add	\$1,838.00
s)	Air slide "no-tilt" 5th wheel for end dump trailers	Add	\$1,168.00
u)	Air disc brakes front and rear	Add	\$3,832.00
v)	Twenty (20,000) thousand pound front axle	Add	\$3,334.00
w)	Forty six (46,000) thousand pound rear axle	Add	\$2,779.00

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 30-00000-23-00054

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(AC) Inland Kenworth		Add/Deduct	Unit Price
Item 4 – Kenworth – T880 – Options Continued			
x)	Safety package to include: windshield wipers forced to slowest intermittent setting when parking brake is set Headlights automatically on when windshield wipers on parking brake alarm sounds when parking brake is not set and any door is open brake lights override hazard lights. <b>Each individually optioned or as a group</b>		No Charge
y)	Factory installed, front drive disconnect system, fourteen (14,000) thousand pounds capacity axle and suspension. Ratio to match rear axle “Meritor” (MX-14-120) type. Two (2) speed air shift transfer case controlled from cab “Meritor” (MTC 4210) type.	Add	\$42,100.00
aa)	Extended Cab		STD.
ab)	Frame mounted grease bank for clutch and cross shaft		No Charge
ac)	Rear engine PTO provision (REPTO) in lieu of front engine PTO, Each individually optioned or as a group	Add	\$2,539.00
ad)	Back of cab support member to support rear engine PTO configuration		STD.
af)	Factory installed dash mounted PTO controls only, Includes rear transmission support springs	Add	\$178.00
ah)	Set forward steer axle, Requires PACCAR MX13 engine	Deduct	(\$3,116.00)
ai)	Set back steer axle		STD.
aj)	Smoke colored bug deflector	Add	\$273.00
ak)	127 – 164 inches cab to axle		No Charge
am)	Color, other, Any solid color		No Charge
ap)	Battery switch located inside of cab, Requires left hand under cab battery box		No Charge
aq)	Integrated, “step-type” hydraulic tank	Add	\$816.00
ar)	Engine, other: Cummins X15 605HP/2050 lb-ft torque, Includes hi-torque 18-speed manual trans	Add	\$12,844.00
as)	Engine, other: PACCAR MX13/485HP/1650 lb-ft torque, In lieu of X15/500HP/1650 lb-ft torque	Deduct	(\$830.00)
at)	Transmission, other: Eaton 13-speed automated UltraShift, In lieu of 13-speed manual	Add	\$6,845.00
au)	Transmission, other: Allison 4500RDS 6-speed automatic transmission	Add	\$19,276.00
av)	Percentage of Discount for Other Options Not Listed for Item 4: Truck, Cab & Chassis, 58,000 Pounds Gross Vehicle Weight Rating (GVWR)	Deduct	30%



11h. (3) New Business

Requisitions Over  
\$20,000

2024 Traileze Tri Axle 55 detachable  
GN/MCT/Road Dept.

\$138,320



# REQUISITION ORDER

[illegible]



**MCT, Inc.**7451 Pan American Freeway NE  
Albuquerque, NM 87109Phone (505) 345-8651  
Fax (505) 345-2597  
E-Mail mctindustries@mct-ind.com**Sales Quote****36365****Quoted 4/17/2024****Bill To**CIBOLA COUNTY  
700 E. ROOSEVELT AVE . STE 50  
GRANTS, NEW MEXICO 87020**Ship To**1129 MOTEL DRIVE  
GRANTS, NEW MEXICO 87020**Contact**EDWARD SALAZAR  
505 287 0351  
edward.salazar@co.cibola.nm.us

Purchase Order	Ship Via	FOB	Reference	Entered By	Sales rep	Terms
				TMM 4/17/2024 FM		Net 30

Product	Description	Ordered	Price	Amount
2024 TRAILER TRI AXLE	55 DETACHABLE GN CURRENTLY IN STOCK	1.00	138,320.00	\$138,320.00

**Sub-total** \$138,320.00**Quote Good for 30 Days** **Total** \$138,320.00

**2024 TRAIL EZE-TRI AXLE-55 DETACHABLE GOOSENECK-STOCK# VINS: 0239922**

**MODEL:**

TE110DG DETACHABLE GOOSENECK  
NOMINAL OAL: 53'- (13' NECK-26' LOAD DECK-14' REAR BRIDGE)  
GOOSENECK: NON-GROUND BEARING HYDRAULIC DETACHABLE  
OAW: 102" MAIN DECK AND REAR BRIDGE-NARROW NECK  
DECK HEIGHT: 24" LOADED - 8" LOADED GROUND CLEARANCE  
COUPLER HEIGHT: 50"  
KINGPIN SETTINGS: DROP IN KINGPIN 14" w/ 110" SWING - 40" W/84" SWING CLEARANCE  
CAPACITY: 55 TONS-(110,000# CONCENTRATED IN 12')

**CHASSIS**

GOOSENECK: 5 POSITION GOOSENECK-EASY ACCESS RIDE HEIGHT CONTROL-GRAVITY  
LOWERING OF RIDE HEIGHT CONTROL ARM FOR EASE OF USE  
PONY MOTOR: HONDA 11.7 HP (390 CC) IGX - HAS AUTO THROTTLE UPGRADE  
(ELIMINATES THROTTLE & CHOKE CABLES)  
PONY MOTOR MOUNTED IN BASE OF NECK w/HINGED ALUMINUM COVER  
DUAL HYDRAULICS FOR TRACTOR PTO or PONY MOTOR OPERATION  
HYDRAULIC REQUIREMENTS: FULL FLOW SYSTEM-12 to 15 GPM @ 3,000 PSI - 10-15 GALLON RESERVOIR  
HYDRAULIC FITTINGS: MOUNTED ON NOSE- 1) MALE 1) FEMALE QUICK DISCONNECT  
HYDRAULIC CONTROLS: MOUNTED ON GOOSENECK-ALL GOOSENECK CONTROLS EASILY ACCESSABLE  
MANUAL LEVER CONTROLS LOCATED DRIVERS SIDE FRONT  
GOOSENECK HYD. CYLINDERS: 1) LOCATED ON NECK SUPPORT ARM-2) HORIZONTAL DECK LIFTING CYLINDERS  
DECKING: 1 1/2" APITONG OUTER BAYS OF LOAD DECK  
MAIN BEAMS: 16" DEPTH  
CROSSMEMBERS: 10" I BEAM ON 24" CENTERS  
AUXILIARY CROSSMEMBERS: JUNIOR I BEAM STUB-INS FOR 12" CENTERS IN OUTER BAYS  
FRONT RAMPS: 31" HEAVY DUTY SELF-SUPPORTING FLIP OVER RAMPS w/SPRING ASSIST FEATURE  
OUTRIGGERS: EXTRA HEAVY DUTY PULLOUT OUTRIGGERS BOTH SIDES AT FRONT APPROACH  
CAST STEEL 12" SWINGOUT OUTRIGGERS BOTH SIDE OF LOAD DECK

**TIE DOWNS:**

D-RINGS: 7) BENT D RINGS PER SIDE LOAD WELL AREA-STRAIGHT D RINGS LOCATED  
1) EA SIDE TOP REAR OF RUNNING GEAR-1) EACH BOLSTER  
6) ADDITIONAL D RINGS w/4) IN KNUCKLE TROUGH AND 2) ON REAR SLOPE TOP FLANGE  
CHAIN SLOTS: ON 24" CENTERS OF OUTBOARD MAIN DECK-CHAIN SLOTS ON BOLSTERS (3/8" CHAIN)

**LIGHTING**

LAMPS & WIRING: LED LAMPS-CUSTOM FIT SEALED WIRING SYSTEM  
STROBE LIGHTS: MOUNTED 1 PER SIDE ON REAR CROSSMEMBER-BATTERY BACKUP W/SWITCH  
MID TURN FLASHER LAMP: YES  
AUXILIARY PLUG: ADDITIONAL 4 WAY FEMALE NEAR REAR CONTROLS FOR CUSTOMER ADDED  
LIGHTING or APPLIANCES

**FLAG/SIGN HOLDERS:**

4) FLAG HOLDERS 1) EACH MOUNTED ON ALL 4) CORNERS  
PIPE POCKETS ON REAR CROSSMEMBER FOR CUSTOMER OVER SIZE LOAD SIGN

**LANDING GEAR**

SUPPORTS: NON-GROUND BEARING GOOSENECK

**UNDERCARRIAGE**

AXLE CONFIGURATION: TRI-AXLE AIR RIDE- CABLE TYPE RIDE HEIGHT CONTROL + - 2" ADJUSTMENT  
MANUALLY OPERATED AIR RIDE DUMP VALVE

AXLES: 25,000# CAPACITY EACH-54.5" AXLE SPACING

BRAKES: 16 1/2" x 7" - OUTBOARD MOUNTED CAST BRAKE DRUMS

ABS: NOT REQUIRED ON 55 TON CAPACITY

AIR RIDE SUSPENSION: TRI-AXLE AIR RIDE w/LIFT 3rd AXLE

LIFT AXLE: LIFT 3rd AXLE

REAR CONNECTION PACKAGE: PROVIDED FOR 3+1 or 4 AXLE CONFIGURATION  
AIR , LIGHT AND COMMON AIR CONNECTIONS RECESSED IN FRONT OF  
REAR CROSSMEMBER

SPREADER BAR/4TH AXLE: *OPTIONAL EQUIPMENT- PRICING UPON REQUEST*

WHEELS: 8.25 x 22.5 HP STEEL

TIRES: (12) 275/70R22.5 16 PLY RATED RADIAL

INSIDE VALVE STEM EXTENSIONS: PROVIDES EASE OF AIRING UP INSIDE TIRES

UNDER RIDE: REAR BUMPER

**REAR BRIDGE**

REAR WHEEL COVERS: HEAVY DUTY ARCHED STYLE-LOAD BEARING WHEEL COVERS 3) AXLES-BOLT ON-REMOVABLE

EXCAVATOR CUT OUT: EXCAVATOR BOOM WELL-INCLUDES 1/4" BOOM TRAY  
LOWERED FIRST CROSSMEMBER IN WHEEL AREA

BUCKET WELL: 3/8" STEEL PLATE RECESSED IN REAR BETWEEN MAIN BEAMS AHEAD OF BOOM TROUGH

BOLSTERS: BOLSTERS ARE LOWERED BELOW SUSPENSION BEAMS-D RING IN EACH BOLSTER

STAKE POCKETS: LOCATED IN REAR CROSSMEMBER FOR CUSTOMER WIDE LOAD SIGN

**PAINT/LOGOS/CONSPICUITY TAPE**

FINISHING: PAINTED MIDNIGHT BLACK

REFLECTIVE TAPE: CONSPICUITY TAPE (PER DOT REGULATIONS)

TRAIL-EZE DECALS: WHITE

MUD FLAPS: BOLT ON MOUNTED AT REAR

**WEIGHT**

TARE WEIGHT: 23,230 + - 3%



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

**Statewide Price Agreement Amendment**

**Awarded Vendor:**

**(BC) 0000179104**

**Dyson Ventures IHW LLC  
dba Iron Horse Welding LLC  
5024 Broadway Blvd SE  
Albuquerque, NM 87105**

**Contact: Frederick Dyson**

**Email: fred@dysonventures.com**

**Telephone No. (843) 263-5022**

Number: 31-00000-22-00009

Amendment No.: Three

Term: January 9, 2023 – January 8, 2025

**Ship To:**

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

Procurement Specialist: Karen G. Acosta Gonzalez *KGA*

Telephone No.: (505) 372-9264

Email: Karen.Acosta-Gonzal@gsd.nm.gov

**Invoice:**

**As Requested at Time of Order**

**Title: Highway and Off Road Heavy Equipment and Truck Repair (Parts and Labor)**

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

**Name Change for Vendor (AL) Allen Grisham:**

**From:**

**(AL) 0000042790**

**Iron Horse Welding, LLC**

**PO Box 1521**

**Peralta, NM 874042**

**To:**

**(BC) 0000179104**

**Dyson Ventures IHW LLC**

**dba Iron Horse Welding LLC**

**5024 Broadway Blvd SE**

**Albuquerque, NM 87105**

**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**

*Natalie Martinez*

Date: 4/15/2024

Dorothy Mendonca

New Mexico State Purchasing Agent

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

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

*MS*



**Certificate Of Completion**

Envelope Id: 2C25D05455C7410EB31B4AD18CA70972

Status: Completed

Subject: Amendment 31-00000-22-00009 Highway and Off Road Heavy Equipment

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Karen G Acosta

AutoNav: Enabled

1100 S Saint Francis Dr

Envelope Stamping: Enabled

Santa Fe, NM 87502

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

Karen.Acosta-Gonzal@gsd.nm.gov

IP Address: 164.64.62.10

**Record Tracking**

Status: Original

Holder: Karen G Acosta

Location: DocuSign

4/11/2024 5:15:54 PM

Karen.Acosta-Gonzal@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

**Signer Events**

Michael Saavedra

**Signature****Timestamp**

Michael.Saavedra@gsd.nm.gov

*MS*

Sent: 4/11/2024 5:18:23 PM

IT and Const. Bureau Chief

Viewed: 4/12/2024 7:25:08 AM

New Mexico General Services

Signed: 4/12/2024 7:25:15 AM

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 164.64.62.10**Electronic Record and Signature Disclosure:**

Accepted: 6/4/2020 11:04:51 AM

ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Karen G Acosta

*KGA*

Sent: 4/12/2024 7:25:16 AM

karen.acosta-gonzal@gsd.nm.gov

Viewed: 4/15/2024 7:40:23 AM

Procurement Specialist

Signed: 4/15/2024 7:40:26 AM

New Mexico General Services

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 164.64.62.10**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Natalie Martinez

*Natalie Martinez*

Sent: 4/15/2024 7:40:27 AM

Natalie.Martinez1@gsd.nm.gov

Viewed: 4/15/2024 8:22:47 AM

Deputy Director

Signed: 4/15/2024 8:22:52 AM

New Mexico General Services

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 164.64.62.10**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

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

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/11/2024 5:18:23 PM
Certified Delivered	Security Checked	4/15/2024 8:22:47 AM
Signing Complete	Security Checked	4/15/2024 8:22:52 AM
Completed	Security Checked	4/15/2024 8:22:52 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 31-00000-22-00009

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(AQ) 0000046837

MCT Industries Inc.  
7451 Pan American Freeway NE  
Albuquerque, NM 87109  
Fermin Maes (505) 345-8651  
[fmaes@mct-ind.com](mailto:fmaes@mct-ind.com)

**Payment Term:** Net 30

**Delivery:** MCT, Inc. Albuquerque NM 87109

(AR) 0000155141

Parts Authority, LLC  
PO Box 748957  
Los Angeles, CA 90074  
(505) 341-7000  
[FleetNM@partsauthority.com](mailto:FleetNM@partsauthority.com)

**Payment Term:** Net 30

**Delivery:** 3 times per day or more

(AS) 0000051051

Performance Tool & Equipment Inc  
3300 2nd Street NW Suite A1  
Albuquerque, NM 87107  
Eddie Gutierrez (505) 345-5038  
[eddie@perftool.com](mailto:eddie@perftool.com)

**Payment Term:** Net 30

**Delivery:** We deliver throughout the entire state  
of New Mexico

(AT) 0000048977

Pete's Equipment Repair, Inc.  
1412 Broadway Blvd NE  
Albuquerque, NM 87102  
Pete Marquez (505) 242-6969  
[pmarquez@petesequip.com](mailto:pmarquez@petesequip.com)

**Payment Term:** Net 30

**Delivery:** Immediate Delivery on Stock Items.  
120 Days non stock items

(AU)0000126538

Powell Tire Company  
2007 SE Main St  
Roswell, NM 88203  
Tyler Powell (575) 624-0720  
[powelltire@yahoo.com](mailto:powelltire@yahoo.com)

**Payment Term:** Net 30

**Delivery:** 2007 SE Main St,  
Roswell, NM 88203

(AV) 0000073697

Power Equipment Company  
721 Candelaria NE  
Albuquerque, NM 87107  
Andy Remmo (505) 345-7811  
[bstats@power-equip.com](mailto:bstats@power-equip.com)

**Payment Term:** Net 30

**Delivery:** Variable



(AQ) MCT Industries Attachment



**AUTHORIZED DEALER DISTRIBUTOR AGENT OR REPRESENTATIVE FOR:**

**AMREP/PAK-MOR – REFUSE TRUCKS, EQUIPMENT, PARTS, CONTAINERS AND DUMP BODIES**

**BIG TEX/HOLDEN/CTS/ TRAILERZE/DOOLITTLE/FELLING - TRAILERS, LOWBOYS, BELLY DUMPS, END DUMPS, ROCK TRAILER BODIES**

**CM TRAILERS – TRUCK BEDS**

**ANTHONY/EAGLE LIFT – HYDRAULIC LIFT GATES**

**OMAHA – SERVICE BODIES**

**GALION GODWIN – DUMP BODIES**

**AMREP MFG. – REFUSE BODIES, EQUIPMENT PARTS**

**PAK MOR – REFUSE BODIES, EQUIPMENT PARTS, HYDRAULIC EQUIPMENT**

**PETERSON INDUSTRIES – GRAPPLER EQUIPMENT, LIGHTING LOADERS**

**ATWOOD/BULLDOG – TRAILER JACKS, COUPLERS, GOOSENECKS, ETC.**

**HOLAND – FIFTH WHEELS, LING PINS, LANDING GEAR, 4X4 TRAILER JACKS**

**RAMSEY – WINCHES-ELECTRIC, HYDRUALIC LIGHT DUTY LIFT CRANES**

**PIONEER/PULLTARPS/ROLL RIGHT/MOUNTAIN/DONOVAN – TARPING SYSTEMS, TARPS**

**BUYERS PRODUCTS/DEXTER AXLE/DELTA-AIRGATE CYLINDERS, VALVES, SOLENOIDS, TOOLBOXES, PADDLE LATCHES, HEADACHE RACKS, FUEL TANKS, TRAILER PARTS**

**STEMCO – SEALS, HUBCAPS, LENSES**

**PARKER – MULTISTAGE, END DUMP CYLINDERS**

**DEXTER/HAYES/EUCLID – TRAILER RUNNING GEAR, AXLE ASSEMBLY, SINGLE/DUAL WHEELS, BRAKES, AXLES, CONTROLS, TRAILER PARTS**

**FORCE AMERICA/MUNCIE POWER – COMPLETE WET KETS, PUMPS, PTOS, VALVES, TANKS, FILTERS AND SUPPLIES**

**MEYER/MONROE/BUYERS/WARREN – SNOW PLOWS, SALT SPREADERS, LIQUID SYSTEMS**

**QUALITY/WARREN/DEXTER - TRAILER PARTS, SUPPLIES AND BODY PARTS**

**VENTEX – GATE CONTROL VALVES, LUBRICATORS, AIR/WATER SEPARATORS, AIR VALVES**

**SMEAL – CRANES, DIGGER DERRICKS, MISC.**

**HUTCH – SUSPENSION**

**STEMCO – SEALS**

**PREMIER – HITCHES**

**HENDRICK TURNER – SUSPENSION**

**FLOWBOY - TRAILER PARTS**

**FONTAINE – TRUCK EQUIPMENT**

**VERSA VALVE – HYDRAULIC VALVES**

**ATWOOD PRODUCTS – TRAILER PRODUCTS**

**PETERSON MFG. – LIGHTS**

**ROCKWELL MERRITOR – BRAKE PRODUCTS**

**BENDIX – AIR PUMP VALVES**

**MUNCIE – PTO, PUMPS, MOTORS**

**MAXON – HYDRAULIC EQUIPMENT**

**CHELSEA DANA – PTO, PUMPS, VALVES**

**MCT MANUFACTURING DIVISION – CUSTOM TRAILERS, MODIFICATIONS AND FABRICATION TO YOUR SPECIFICATIONS, FULL-SERVICE SHOP AND MACHINE SHOP, INCLUDES 20FT SHEAR, BRAKE AND ROLLER WIRE EDM AND CNC MACHINING, SANDBLASTING, PAINT SHOP**

**MCT, INC. DEALER LICENSE # 5096**

f/users/word/tina/authorized dealer distributor agent or representative for



Cibola County, NM

# Detail vs Budget Report

## Account Summary

Date Range: 07/01/2023 - 04/18/2024

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
435 - CONSOLIDATED DISPATCH								
Expense								
435-070-435-00009	Office Equipment & Supplies	0.00	5,134.80	0.00	4,702.26	4,702.26	432.54	8.42 %
	Expense Totals:	0.00	5,134.80	0.00	4,702.26	4,702.26	432.54	8.42 %
435 - CONSOLIDATED DISPATCH								
647 - LATCF Grant								
Expense								
647-200-400-00028	Capital Outlay	265,689.00	780,000.00	0.00	111,996.00	111,996.00	402,315.00	51.58 %
	Expense Totals:	265,689.00	780,000.00	0.00	111,996.00	111,996.00	402,315.00	51.58 %
647 - LATCF Grant								
Report Total:		265,689.00	785,134.80	0.00	116,698.26	116,698.26	402,747.54	51.30 %