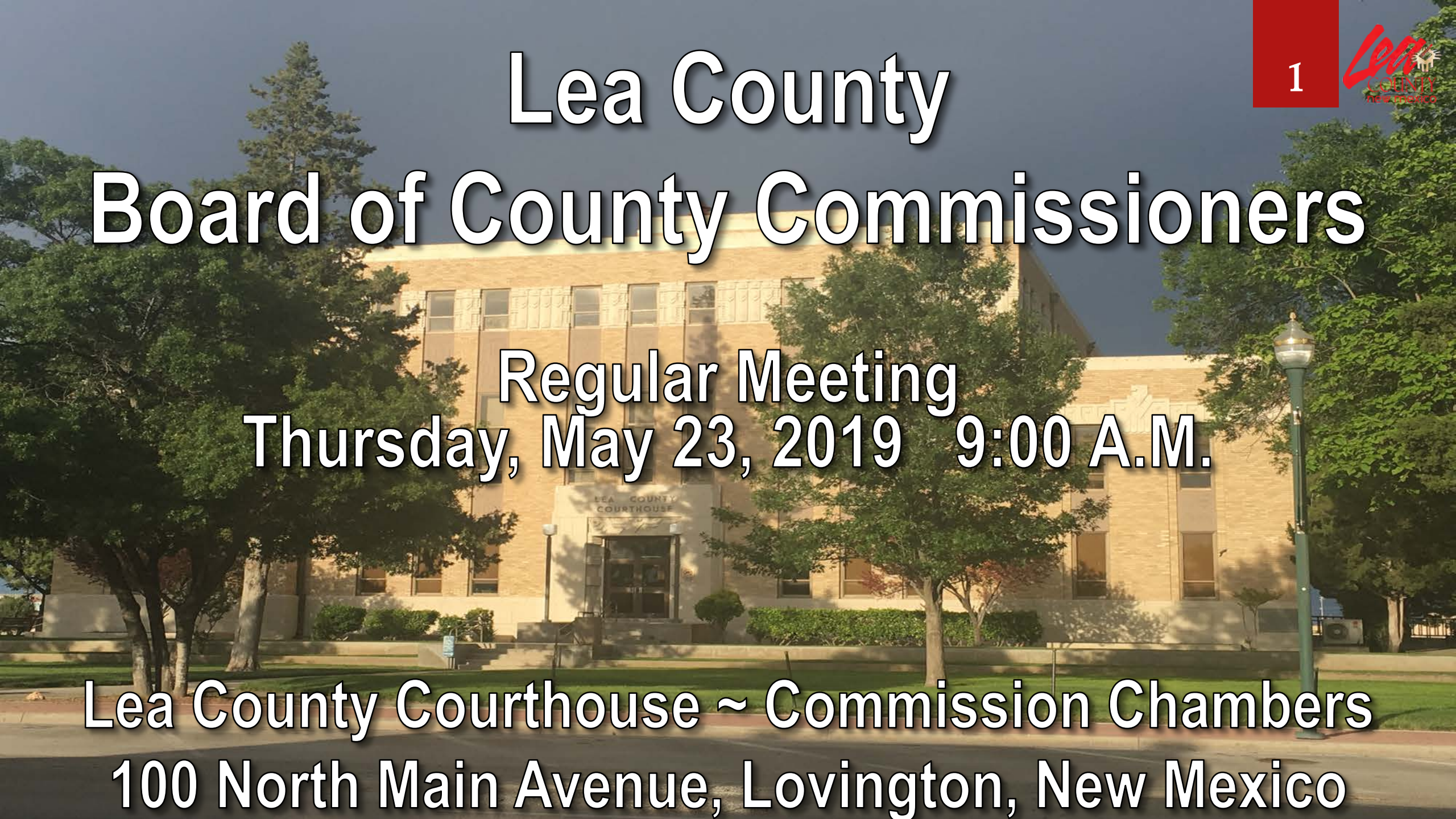
Lea County
Board of County Commissioners

Regular Meeting
Thursday, May 23, 2019 9:00 A.M.

Lea County Courthouse – Commission Chambers
100 North Main Avenue
Lovington, New Mexico

Lea County
Board of County Commissioners

Regular Meeting
Thursday, May 23, 2019 9:00 A.M.



Lea County Courthouse ~ Commission Chambers
100 North Main Avenue, Lovington, New Mexico

Lea County Board of County Commissioners
Regular Meeting

Thursday, May 23, 2019 9:00 A.M.

Lea County Courthouse - Commission Chambers – 100 North Main Avenue, Lovington, New Mexico

Notice of this Meeting has been given to the Public in Compliance with Section 10-15-4 NMSA 1978

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 Lea County Manager's office located in the Lea County Courthouse in Lovington, New Mexico at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Lea County Manager's Office at the Lea County Courthouse if a summary or other type of accessible format is needed.

AGENDA

Call to Order ~ Roll Call ~ Pledge of Allegiance ~ Invocation

ITEM 01: COMMISSION

- Consideration of Lea County Resolution No. 19-MAY-131R Approving the May 2, 2019 Regular Meeting Minutes.
- Public Comments *(Non Agenda Items)*.
- Commissioners and Manager Comments.
- Recognition of County Employees – Service Awards:
  - ❖ One Year
    - Sarah Porras – Environmental Services Department
    - Justo Ayala - Sheriff's Office
    - Jacob Pando – Sheriff's Office
    - Jonathan Warlick – Sheriff's Office
  - ❖ Five Years
    - Yvonne Ramirez – Detention Center
- Consideration of Lea County Resolution No. 19-MAY-132R Approving the Lea County Indigent Claims Burial/Cremation Report. *(Sherry Ann Baggoo, Indigent Claims Specialist)*

ITEM 02: PUBLIC HEARING

- **Public Hearing:** Hearing to Consider Proposed Ordinance Authorizing the Issuance of $215,000,000.00 Lea County Taxable Industrial Revenue Bonds (Tip Top Solar Project) Series 2019
  - ❖ Consideration to Adopt Lea County Ordinance No. 94 - An Ordinance Authorizing The Issuance And Sale Of Lea County, New Mexico Taxable Industrial Revenue Bonds (Tip Top Solar Energy Center LLC) Series 2019 In The Maximum Principal Amount Of $215,000,000 To Provide Funds To Finance The Acquisition, Construction And Equipping Of A Solar Energy Generating Facility; Authorizing The Execution And Delivery Of An Indenture, A Lease Agreement, A Bond Purchase Agreement, Bond, And Other Documents In Connection With The Issuance Of The Bonds And The Project; Making Certain Determinations And Findings Relating To The Bond

And The Project; Ratifying Certain Actions Taken Previously; And Repealing All Actions Inconsistent With This Ordinance.

ITEM 03: ACTION ITEMS

- Consideration of Lea County Resolution No. 19-MAY-133R Approving Recommendations from the Lea County Fair & Rodeo Board Approving the following Agreements Regarding the Entertainment During the 2019 84th Annual Lea County Fair & PRCA Rodeo: *(Larry Wheeler, Chair, Fair & Rodeo Board)*
  - ❖ Los Huracanes as the Hispanic Heritage Celebration Entertainment Artist on Friday, August 2, 2019.
  - ❖ Flatland Calvary as Entertainment Artist on Tuesday, August 6, 2019
  - ❖ Amy Grant as Entertainment Artist on Wednesday, August 7, 2019
  - ❖ Cody Johnson as Entertainment Artist on Thursday, August 8, 2019
  - ❖ Ronnie Milsap as Entertainment Artist on Friday, August 9, 2019
  - ❖ Big & Rich as Entertainment Artist on Saturday, August 10, 2019

- Consideration of Lea County Resolution No. 19-MAY-134R Approving Application SF-424, Certification Regarding Lobbying, and Grant Agreement No. G19SN0017A between Lea County and the Office of National Drug Policy for the High Intensity Drug Trafficking Area (HIDTA) Region VI Drug Task Force Issued for 01/01/2019 to 12/31/2020. *(Wm Robert Sullivan, HIDTA Region VI Drug Task Force Commander)*

- Consideration of Lea County Resolution No. 19-MAY-135R Approval of Equipment Recording Fee in the Lea County Clerk's Department. *(Keith Manes, County Clerk)*

- Consideration of Lea County Resolution No. 19-MAY-136R Approval of Nonprohibitive License Tax for Lea County. *(Keith Manes, County Clerk)*

- Consideration of Lea County Resolution No. 19-MAY-137R Approving the Award of Proposal No. 09 2018 – 2019 Airport Project Design & Engineering Services – Lea County Airports. *(Corey Needham, Assistant County Manager – Operations)*

- Consideration of Lea County Resolution No. 19-MAY-138R Approving the following 1st Option to Renew Agreements Regarding Bid No. 03 2018 – 2019 Asphalt Emulsions – Indefinite Quantity for the Lea County Road Department: *(Corey Needham, Assistant County Manager - Operations)*
  - ❖ Ergon Asphalt & Emulsions
  - ❖ HollyFrontier Refining & Marketing, LLC

- Consideration of Lea County Resolution No. 19-MAY-139R Approving a Cooperative Educational Services (CES) Agreement Between Lea County and Ramirez & Sons for Asphalt Overly of West Bender Roadway. *(Corey Needham, Assistant County Manager – Operations)*

- Consideration of Lea County Resolution No. 19-MAY-140R Approving a Cooperative Educational Services (CES) Agreement Between Lea County and

Constructors, Inc. for Asphalt Overly of County Road 1. *(Corey Needham, Assistant County Manager – Operations)*

- Consideration of Lea County Resolution No. 19-MAY-141R Approving a Cooperative Educational Services (CES) Agreement Between Lea County and Constructors, Inc. for Asphalt Overly of County Road 21. *(Corey Needham, Assistant County Manager – Operations)*

ITEM 04: DISCUSSION ITEMS

- Discussion/Presentation of United Way Lea County. *(Linda Boes, President & CEO, United Way of Lea County)*
- Discussion of Lea County's Annual Report of Property Appraisal. *(Sharla Kennedy, County Assessor)*
- Discussion of Precinct Splits and Adjustments, Polling Places and Board of Registration. *(Keith Manes, County Clerk)*
- Discussion of an Increase in Size to the Hold Room of the Lea County Regional Airport Terminal Expansion. *(Corey Needham, Assistant County Manager – Operations)*
- Discussion of the Bennett Waterline Project. *(Corey Needham, Assistant County Manager – Operations)*
- Discussion of Lea County's Financial Report. *(Chip Low, Finance Director)*
- Discussion of Lea County's Accounts Payable. *(Chip Low, Finance Director)*

ITEM 05: EXECUTIVE SESSION

- COMMISSION MAY CONVENE IN CLOSED SESSION to Discuss Threatened Litigation in Which the County May Become a Participant Regarding a Breach of Contract for Services and Goods; and the Disposal of Real Property in Central Lea County, as Authorized by the NMSA 1978 § 10-15-1 H (7) and (8) Respectively.

  COMMISSION MAY CONVENE IN OPEN SESSION to take Action, if any, on the Closed Session Item.

ITEM 06: OTHER BUSINESS

ADJOURN

Consideration of Lea County Resolution No. 19-MAY-131R Approving the May 2, 2019 Regular Meeting Minutes.

Minutes of Meeting
Lea County Board of Commissioners
May 2, 2019

Chair Long called the meeting to order at 9:00 a.m. in the Lea County Courthouse

Commissioners present were, to wit: Vice Chair Dean Jackson, District 1, Chair Rebecca Long, District 2, Gary G. Eidson, District 3, Commissioner Jonathan Sena, District 4, and Commissioner Richard Don Jones, District 5.

Also present were Lea County Manager Michael P. Gallagher II, and Lea County Attorney John W. Caldwell.

Commissioner Jones led the Pledge of Allegiance followed by the Invocation by Commissioner Sena.

ITEM 01: COMMISSION

- Consideration of Lea County Resolution No. 19-MAY-126R Approving the Following Meeting Minutes:
  - April 18, 2019 Special Meeting (Certify Canvass)
  - April 18, 2019 Regular Meeting

Chair Long asked if there were any public comments concerning this agenda item. Commissioner Eidson moved to approve Lea County Resolution No. 19-MAY-126R, Approving the April 18, 2019, Special Meeting Minutes. The motion was seconded by Vice Chair Jackson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Jones, yes. The motion passed. Vice Chair Jackson moved to approve Lea County Resolution No. 19-MAY-126R Approving the April 18, 2019 Regular Meeting Minutes. The motion was seconded by Commissioner Eidson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Jones, yes. The motion passed.

- Public Comments

There were no public comments

- Commissioner and Manager Comments

Commissioner Jones stated, I attended a meeting of the Senior Centers of Lea County this week. A couple of the main concerns that were discussed, is senior housing and transportation.

Commissioner Sena stated, this weekend is Cinco de Mayo. There will be a celebration at Hobbs City Park and a celebration at the Hobbs High School.

Commissioner Eidson congratulated the upcoming graduates, and would like to keep them in our thought and prayers.

DRAFT

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 19-MAY-131R

A RESOLUTION APPROVING THE LEA COUNTY
BOARD OF COUNTY COMMISSIONERS MEETING MINUTES

WHEREAS, Section 10-15-1 through 10-15-4 of the Open Meetings Act (NMSA 1978), states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission or other policy making body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS the board, commission or other policy making body shall keep written minutes of all its meetings. The minutes shall include at a minimum the date, time and place of the meeting, the names of members in attendance and those absent, the substance of the proposals considered and a record of any decisions and votes taken that show how each member voted; and

WHEREAS all minutes are open to public inspection. Draft minutes shall be prepared within ten working days after the meeting and shall be approved, amended or disapproved at the next meeting where a quorum is present. Minutes shall not become official until approved by the policymaking body.

WHEREAS, NMSA 1978, Section 4-38-12 as amended, allows the County Commission to establish rules and regulations to govern the transaction of county business in these meetings.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lea County that the attached minutes are hereby approved.

PASSED AND APPROVED on this 23rd day of May, 2019, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, May 23, 2019

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: May 7, 2019

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	**SUBMITTED BY** Name/Title/Dept:
05/13/2019	Kelli Williams, Recording Secretary/Deputy Clerk, Clerk's Office
SUBJECT: Minutes	**ATTACHMENT(S):** Resolution Draft Minutes
NO. OF ORIGINALS FOR SIGNATURE: 01 Resolution 01 Minutes 00 ***Select One**	**ACTION REQUESTED:** Action Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:

Section 2.6: Transparency and ethical decision making continue to be the framework in which the county operates.

SUMMARY:

See attached draft minutes for the following LCBCC meetings:

May 2, 2019 Regular Meeting

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.:	**See Additional Summary Attached** ☐
Easel ☐ If checked; how many: Laptop ☑ Projector ☑ Other:	
SUBMITTER'S RECOMMENDATION(S): Review & Approve Minutes	**Submitter's Signature** Department Director, Etc. Sandra Stout-Brito
FINANCE REVIEW Fiscal Impact/Cost: ByPass Finance Review	**Reviewed by Finance Director** ByPass Finance Review Digitally signed by ByPass Finance Review Date: 2019.05.21 10:47:57 -06'00'
LEGAL REVIEW: ByPass Legal Review (Note: Travel does not need legal review)	**Reviewed by County Attorney** ByPass Legal Review Digitally signed by ByPass Legal Review Date: 2019.05.21 10:48:06 -06'00'
COUNTY MANAGER REVIEW: 05/13: Reviewed by LCBCC D3	**Approved by County Manager** to be Placed on Agenda Digitally signed by Michael P. Gallagher II Date: 2019.05.21 10:48:19 -06'00'

Item 0101

RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN

Approved:	Denied:	Other:
Resolution No. 19-MAY-131R	Policy No.	Ordinance No.
Continued To:	Referred To:	Comments:

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 19-MAY-131R

A RESOLUTION APPROVING THE LEA COUNTY
BOARD OF COUNTY COMMISSIONERS MEETING MINUTES

WHEREAS, Section 10-15-1 through 10-15-4 of the Open Meetings Act (NMSA 1978), states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission or other policy making body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

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PASSED AND APPROVED on this 23rd day of May, 2019, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

_____	_____
Rebecca Long (District 2), Chair	Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain	Voted: Yes No Abstain
_____	_____
Gary G. Eidson (District 3), Member	Jonathan Sena (District 4), Member
Voted: Yes No Abstain	Voted: Yes No Abstain

_____
Richard Don Jones (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Kelli Williams, Deputy Clerk

_____
John W. Caldwell, County Attorney

Minutes of Meeting
Lea County Board of Commissioners
May 2, 2019

Chair Long called the meeting to order at 9:00 a.m. in the Lea County Courthouse

Commissioners present were, to wit: Vice Chair Dean Jackson, District 1, Chair Rebecca Long, District 2, Gary G. Eidson, District 3, Commissioner Jonathan Sena, District 4, and Commissioner Richard Don Jones, District 5.

Also present were Lea County Manager Michael P. Gallagher II, and Lea County Attorney John W. Caldwell.

Commissioner Jones led the Pledge of Allegiance followed by the Invocation by Commissioner Sena.

ITEM 01: COMMISSION

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  - April 18, 2019 Special Meeting (Certify Canvass)
  - April 18, 2019 Regular Meeting

Chair Long asked if there were any public comments concerning this agenda item. Commissioner Eidson moved to approve Lea County Resolution No. 19-MAY-126R, Approving the April 18, 2019, Special Meeting Minutes. The motion was seconded by Vice Chair Jackson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Jones, yes. The motion passed. Vice Chair Jackson moved to approve Lea County Resolution No. 19-MAY-126R Approving the April 18, 2019 Regular Meeting Minutes. The motion was seconded by Commissioner Eidson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Jones, yes. The motion passed.

- Public Comments

There were no public comments

- Commissioner and Manager Comments

Commissioner Jones stated, I attended a meeting of the Senior Centers of Lea County this week. A couple of the main concerns that were discussed, is senior housing and transportation.

Commissioner Sena stated, this weekend is Cinco de Mayo. There will be a celebration at Hobbs City Park and a celebration at the Hobbs High School.

Commissioner Eidson congratulated the upcoming graduates, and would like to keep them in our thought and prayers.

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Chair Long stated, she will be driving to Farmington to attend her last NMC board meeting as the President.

Manager Gallagher wished Chair Long a safe trip.

- Recognition of County Employees – Professional Achievement Award:
  - Deputy Vivian Martinez (Sheriff's Office) – National Recognition for Excellence in Managing Sex Offender Registry (Corey Helton, County Sheriff)

Sheriff Helton recognized Deputy Vivian Martinez for the National Recognition for Excellence in Managing Sex Offender Registry.

- Consideration of Lea County Resolution No. 19-MAY-127R Approving the Lea County Board of County Commissioners Revised Meeting Dates and Times for the Remainder of 2019

Executive Coordinator Brito requested approval. Chair Long asked if there were any public comments concerning this agenda item. Commissioner Eidson moved to approve Lea County Resolution No. 19-MAY-127R Approving the Lea County Board of County Commissioners Revised Meeting Dates and Times for the Remainder of 2019. The motion was seconded by Vice Chair Jackson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Jones, yes. The motion passed.

- Consideration of Lea County Proclamation Proclaiming Thursday, May 2, 2019 as Intellectual/Developmental Disabilities Awareness Day (Commissioner Jonathan Sena, District 4)

Commissioner Sena requested approval. Chair Long asked if there were any public comments regarding this agenda item. Commissioner Sena moved to approve Lea County Proclamation Proclaiming Thursday, May 2, 2019 as Intellectual/Developmental Disabilities Awareness Day. The motion was seconded by Commissioner Jones. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Jones, yes. The motion passed.

- Consideration of Lea County Proclamation Proclaiming Saturday, May 4, 2019 as Grupo Barak Day (Commissioner Sena, District 4)

Commissioner Sena moved to postpone indefinitely Lea County Proclamation Proclaiming Thursday, May 2, 2019 as Grupo Barak Day. The motion was seconded by Commissioner Eidson. Secretary polled the Commission. Chair Long, yes; Vice Chair

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Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Jones, yes. The motion passed.

ITEM 02: ACTION ITEMS

• Consideration of Lea County Resolution No. 19-MAY-128R Authorizing the Donation of Used Gym Equipment to the Tatum Municipal Schools (Corey Helton, County Sheriff)

Sheriff Helton requested approval. Chair Long asked if there were any public comments regarding this agenda item. Vice Chair Jackson moved to approve Lea County Resolution No. 19-MAY-128R Authorizing the Donation of Used Gym Equipment to the Tatum Municipal Schools. The motion was seconded by Commissioner Jones. Secretary polled the Commission. Chair Long, yes; Vice Chair, Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Jones, yes. The motion passed.

• Consideration of Lea County Resolution No. 19-MAY-129R Authorizing and directing the Publication by Title and General Summary of the Subject Matter of the Proposed Ordinance Authorizing the Issuance of $215,000,000.00 Lea County Taxable Industrial Revenue Bonds (Tip Top Solar Project) Series 2019 be Published in a Newspaper of General Circulation Within the County (Michael Gallagher, County Manager)

Manager Gallagher requested approval. Chair Long asked if there were any public comments regarding this agenda item. Julia Kimerly with Invenergy, made comments explaining this project. Nick Maxwell made comments in opposition of this agenda item. Dan Hardin with New Mexico Junior College, Pat Sims, Bryan Snider Superintendent of Jal Schools, made comments in approval of this agenda item. Commissioner Eidson moved to approve Lea County Resolution No. 19-MAY-129R Authorizing and Directing the Publication by Title and General Summary of the Subject Matter of the Proposed Ordinance Authorizing the Issuance of $215,000,000.00 Lea County Taxable Industrial Revenue Bonds (Tip Top Solar Project) Series 2019 be Published in a Newspaper of General Circulation Within the County. The motion was seconded by Commissioner Jones. Secretary Polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Jones, yes. The motion passed.

• Consideration of Lea County Resolution No. 19-MAY-130R Adopting Lea County's Preliminary Budget for Fiscal Year 2019-2020 (Michael Gallagher, County Manager)

Manager Gallagher requested approval. Chair Long asked if there were any public comments regarding this agenda item. Commissioner Eidson moved to approve Lea County Resolution No. 19-MAY-130R Adopting Lea County's Preliminary Budget

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for Fiscal Year 2019-2020. The motion was seconded by Commissioner Sena. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Jones, yes. The motion passed.

ITEM O3: OTHER BUSINESS

The meeting was adjourned at 12:27 p.m.

DRAFT

BOARD OF COUNTY COMMISSIONERS
LEA COUNTY, NEW MEXICO

_____

Rebecca Long, Chair

_____

Dean Jackson, Vice Chair

_____

Gary G. Eidson, Member

_____

Jonathan Sena, Member

_____

Richard Don Jones, Member

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ATTEST: Keith Manes

Lea County Clerk

_____

Kelli Williams

Public Comments (Non Agenda Items).

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

PUBLIC COMMENT SUMMARY FORM

Thursday, May 23, 2019 9:00 A.M.

LCBCC MEETING

Lea County Courthouse – Commission Chambers 1st Floor
100 North Main Avenue , Lovington, New Mexico 882620 575.396-8602

Submit this summary form to the Lea County Manager's Office at leacounty@leacounty.net by:
Tuesday, May 21, 2019

DATE SUBMITTED:	**SUBMITTED BY:**
CONTACT INFO: Phone No.: _____ Email Address: _____ Mailing Address: _____ _____	Please check in with the Lea County Manager prior to the start of the meeting. See attached Lea County Resolution No. 19-JAN-017R Open Meetings and Procedures.

SUMMARY OF PUBLIC COMMENT:

Item 0102

RECORDING SECRETARY'S USE ONLY

Comments: _____

_____

Lea County Board of County Commissioners

Regular Meeting

Thursday, May 23, 2019 9:00 A.M.

Lea County Courthouse - Commission Chambers - 100 North Main Avenue, Lovington, New Mexico

Public Comments - Sign In Sheet

NAME	PHONE	EMAIL	COMMENT SUBJECT
1.			
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STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 19-JAN-017R

OPEN MEETINGS PROCEDURES

WHEREAS, Section 10-15-1(B) of the Open Meetings Act (NMSA 1978) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission or other policy making body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, any meetings subject to the Open Meetings and held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of the Board of County Commissioners of Lea County (hereinafter "County Commission") shall be held only after reasonable notice to the public; and

WHEREAS, the Open Meetings Act, NMSA 1978, Section 10-15-1(D), requires the County Commission to determine annually what constitutes reasonable notice of its public meetings; and

WHEREAS, NMSA 1978, Section 4-38-12 as amended, allows the County Commission to establish rules and regulations to govern the transaction of county business in these meetings.

NOW, THEREFORE, BE IT RESOLVED that:

1. All meetings of the County Commission will be held at the Commission Meeting Room at the Lea County Courthouse, 100 N. Main, Lovington, New Mexico 88260, at 9:00 a.m. or as otherwise indicated in the meeting notice.

2. Unless otherwise noticed, there will be two regular meetings each month held on the date announced at the prior meeting. Notice of regular meetings will be given at least seven days in advance. The agenda will be available at least seventy-two (72) hours in advance of regular Commission Meetings from the office of the County Manager located on the fourth floor of the Lea County Courthouse, Lovington, New Mexico 88260 and posted on the Lea County website (www.leacounty.net). In addition, a meeting agenda will be sent to all broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have provided a written request for such notice. The agenda will indicate the time, date, place and specific items to be discussed during the County Commission meeting. The County Commission shall take action only on items appearing on the agenda.

3. In addition to the Board's regular meetings, work sessions and special meetings may be called at the discretion of the Chair or upon the request of two Commissioners upon seventy-two (72) hours notice, in accordance with paragraph 5. The final agenda for work sessions

and special meetings shall be available at least seventy-two (72) hours in advance of the work session or special meeting.

4. Emergency meetings will be called only under unforeseen circumstances that, if not addressed immediately by the County Commission, will likely result in injury or damage to persons or property or substantial financial loss to Lea County. The County Commission will avoid emergency meetings whenever possible. Emergency meetings may be called by the Chair or any two Commissioners upon twenty-four hours (24) notice, unless a threat of personal injury, property damage or substantial financial loss requires less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Within ten days of taking action on an emergency matter, the County Commission shall report to the attorney general's office the action taken and the circumstances creating the emergency; provided that the requirement to report to the attorney general is waived upon the declaration of a state or national emergency.

5. For the purposes of regular meetings described in paragraph two of this resolution, as well as special meetings and work sessions described in paragraph three of this resolution, notice requirements are met if notice of the date, time, place and agenda or information on how the public may obtain a copy of such an agenda is posted on the Lea County website and provided to all broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have provided a written request for such notice.

6. For the purposes of emergency meetings described in paragraph four of this resolution, notice requirements shall be met if notice of the date, time, place and agenda is posted on the outermost doors of the Courthouse and in the offices of the County Manager, who shall also provide telephonic notice to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.

7. In addition to the information specified above, all notices shall include the following language:

   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 Lea County Manager's office located in the Lea County Courthouse in Lovington, New Mexico at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Lea County Manager's Office at the Lea County Courthouse if a summary or other type of accessible format is needed.

8. The County Commission may close a meeting to the public only if the subject matter of such discussion or action is exempted from the open meeting requirements under the Open Meetings Act, Section 10-15-1(H) NMSA 1978 Comp.

   A. If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the County Commission taken during the open meeting.

The authority for the closure and the subjects to be discussed shall be stated in the motion for closure and the vote on closure of each individual member shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in a closed meeting.

B. If a closed meeting is conducted when the County Commission is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity, is given to the members and to the general public.

C. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

D. Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by vote of the County Commission in an open public meeting.

9. The notice requirements set forth above in paragraphs two, three, and four shall apply to all Boards and Committees appointed by the County Commission.

10. The public may address the County Commission on county matters not listed on a meeting's agenda during the portion of the meeting identified as Public Input. All persons, agencies or organizations who desire to discuss public business or matters with the County Commission at a County Commission meeting, must make their request to the County Manager prior to the commencement of the County Commission meeting.

A. The request may be oral or written and must include the name of the person making the request and the subject on which they wish to address the County Commission. Such persons addressing the County Commission will be limited to three (3) minutes.

B. All persons, agencies or organizations that require additional time to discuss public business or matters with the County Commission, must make their request, in writing, at least seven (7) days prior to the County Commission meeting. Such persons addressing the County Commission will be allowed up to fifteen (15) minutes in the discretion of the Chairman.

11. On matters involving agenda items, the Chair will ask for public comments before any vote or other action is taken by the County Commission. Such comments will be limited to three (3) minutes.

12. The County Commission may, by Resolution, adopt additional rules and regulations regarding the conduct of the meetings of the County Commission and any of its subordinate Boards or Committees.

PASSED, APPROVED and ADOPTED on this 7th day of January, 2019, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Lea County JAN 07 2019 LCBCC Meeting

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Richard Don Jones (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

By: Kelli Williams
Kelli Williams, Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

John W. Caldwell, County Attorney

Commissioners and Manager Comments

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, May 23, 2019

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: May 7, 2019

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	**SUBMITTED BY** Name/Title/Dept:
05/21/2019	Sandrea J. Stout-Brito/Executive Coordinator/Exec Dept.
SUBJECT: Commission/Manager Comments	**ATTACHMENT(S):**
NO. OF ORIGINALS FOR SIGNATURE: 00 ***Select One** 00 ***Select One** 00 ***Select One**	**ACTION REQUESTED:** Discussion Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:

Section 2.3: Continuous communication with the public is beneficial and necessary.

SUMMARY:

Comments from the Commissioners & County Manager

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.:

Easel ☐ If checked; how many: Laptop ☑ Projector ☑ Other:

See Additional Summary Attached ☐

SUBMITTER'S RECOMMENDATION(S):

Discussion Only

Submitter's Signature
Department Director, Etc.

Sandrea J. Stout-Brito

FINANCE REVIEW Fiscal Impact/Cost:

ByPass Finance Review

Reviewed by Finance Director

ByPass Finance Review

Digitally signed by ByPass Finance Review
Date: 2019.05.21 10:47:57 -06'00'

LEGAL REVIEW:

ByPass Legal Review

(Note: Travel does not need legal review)

Reviewed by County Attorney

ByPass Legal Review

Digitally signed by ByPass Legal Review
Date: 2019.05.21 10:48:06 -06'00'

COUNTY MANAGER REVIEW:

Approved by County Manager
to be Placed on Agenda

Digitally signed by Michael P. Gallagher II
Date: 2019.05.21 10:48:19 -06'00'

Item 0103

RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN

Approved: _____ Denied: _____ Other: Discussion

Resolution No. _____ Policy No. _____ Ordinance No. _____

Continued To: _____ Referred To: _____ Comments: _____

Recognition of County Employees – Service Awards:

1 Year

Sarah Porras – Environmental
Justo Ayala- Sheriff's Office
Jacob Pando – Sheriff's Office
Jonathan Warlick – Sheriff's Office

5 Years

Yvonne Ramirez - Detention

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, May 23, 2019

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: May 7, 2019

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	SUBMITTED BY Name/Title/Dept:
05/07/2019	Craig Bova/HR Director/Human Resources
SUBJECT: Employee recognition	**ATTACHMENT(S):**
NO. OF ORIGINALS FOR SIGNATURE: 00 ***Select One** 00 ***Select One** 00 ***Select One**	**ACTION REQUESTED:** Discussion Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:

Employees are valued

SUMMARY:

Recognize the following employees for years of service:
Sarah Porras - Environmental - 1 year
Justo Ayala - Sheriff's Office - 1 year
Jacob Pando - Sheriff's Office - 1 year
Jonathan Warlick - Sheriff's Office - 1 year
Yvonne Ramirez - Detention - 5 years

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.:

Easel ☐ If checked; how many: Laptop ☑ Projector ☑ Other:

See Additional Summary Attached ☐

SUBMITTER'S RECOMMENDATION(S):

Recognize employees

Submitter's Signature
Department Director, Etc.

Craig Bova Digitally signed by Craig Bova DN: cn=Craig Bova, o=Lea County, ou=Human Resources, email=cbova@leacounty.net, c=US Date: 2019.05.07 15:07:33 -06'00'

FINANCE REVIEW Fiscal Impact/Cost:

ByPass Finance Review

Reviewed by Finance Director
ByPass Finance Review — Digitally signed by ByPass Finance Review Date: 2019.05.22 11:40:27 -06'00'

LEGAL REVIEW:

ByPass Legal Review

(Note: Travel does not need legal review)

Reviewed by County Attorney
ByPass Legal Review — Digitally signed by ByPass Legal Review Date: 2019.05.22 11:40:38 -06'00'

COUNTY MANAGER REVIEW:

Approved by County Manager
to be Placed on Agenda

Digitally signed by Michael P. Gallagher II
Date: 2019.05.22 11:40:54 -06'00'

Item 0104

RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN

Approved: _____ Denied: _____ Other: Presentation Only
Resolution No. _____ Policy No. _____ Ordinance No. _____
Continued To: _____ Referred To: _____ Comments: _____

Consideration of Lea County Resolution No. 19-MAY-132R Approving the Lea County Indigent Claims Burial/Cremation Report.

1

BURIAL/CREMATION INDIGENT CLAIMS							
	Date Deceased	Date of Birth	Funeral Home	Amount Requested	Type of Burial	Recommendation for Approval	Comments
Claim #1	**02-15-2019**	**05-05-1962**	**NM Mortuary Service**	**$600.00**	**Cremation Total**	**$600.00**	**Deceased owned no property.**
Claim #2	**03-08-2019**	**10-07-1938**	**Chapel of Hope**	**$600.00**	**Cremation Total**	**$600.00**	**Deceased owned no property.**

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, May 23, 2019

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: May 7, 2019

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	**SUBMITTED BY** Name/Title/Dept:
05/08/2019	Sherry-Ann Baggoo
SUBJECT:	**ATTACHMENT(S):**
Indigent Cremation	Report of Cremation
NO. OF ORIGINALS FOR SIGNATURE:	**ACTION REQUESTED:**
01 Resolution 00 ***Select One** 00 ***Select One**	Action Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:

SUMMARY:

Request for approval to pay 2 Cremations to:

1) Chapel of Hope for $600.00.
2) NM Mortuary Service for $600.00.

Total requested for payment = $1,200.00

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.:

Easel ☐ If checked; how many: Laptop ☑ Projector ☑ Other:

See Additional Summary Attached ☐

SUBMITTER'S RECOMMENDATION(S):

Submitter's Signature
Department Director, Etc.

S. Baggoo Digitally signed by S. Baggoo DN: cn=S. Baggoo, o, ou, email=sbaggoo@leacounty.net, c=US Date: 2019.05.08 10:37:39 -06'00'

FINANCE REVIEW Fiscal Impact/Cost:

Reviewed by Finance Director

LEGAL REVIEW:

(Note: Travel does not need legal review)

Reviewed by County Attorney

COUNTY MANAGER REVIEW:

Approved by County Manager
to be Placed on Agenda

Digitally signed by Michael P. Gallagher II
Date: 2019.05.22 12:07:24 -06'00'

Item 0105

RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN

Approved: _____ Denied: _____ Other: _____
Resolution No. 19-MAY-132R Policy No. _____ Ordinance No. _____
Continued To: _____ Referred To: _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 19-MAY-132R

A RESOLUTION APPROVING THE LEA COUNTY INDIGENT CLAIMS BURIAL/CREMATION REPORT

WHEREAS, New Mexico Statutes Annotated (NMSA) 1978, Section 24-13-5 states that the Board of County Commissioners may authorize payment for the burial or cremation of an indigent person or of an unclaimed person; and

WHEREAS, Patricia Woodard died on March 08, 2019, and owned no property and being determined to be indigent; and

WHEREAS, Jimmy Armitage died on February 15, 2019, and owned no property and being determined to be indigent; and

WHEREAS, staff recommends payment of $600.00 be made to Chapel of Hope for Patricia Woodard, and $600.00 to NM Mortuary Service for Jimmy Armitage for their cremations.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lea County that payments be made to Chapel of Hope in the amount of $600.00 and NM Mortuary in the amount of $600.00 for the cremation is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair may finalize and sign any agreements consistent with the terms of this resolution.

PASSED and APPROVED on this 23rd day of May, 2019, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Rebecca Long (District 2), Chair
Voted: Yes No Abstain

_____
Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

_____
Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

_____
Jonathan Sena (District 4), Member
Voted: Yes No Abstain

_____
Richard Don Jones (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Kelli Williams, Deputy Clerk

_____
John W. Caldwell, County Attorney

Public Hearing: Hearing to Consider Proposed Ordinance Authorizing the Issuance of $215,000,000.00 Lea County Taxable Industrial Revenue Bonds (Tip Top Solar Project) Series 2019

Consideration to Adopt Lea County Ordinance No. 94 - An Ordinance Authorizing The Issuance And Sale Of Lea County, New Mexico Taxable Industrial Revenue Bonds (Tip Top Solar Energy Center LLC) Series 2019 In The Maximum Principal Amount Of $215,000,000 To Provide Funds To Finance The Acquisition, Construction And Equipping Of A Solar Energy Generating Facility; Authorizing The Execution And Delivery Of An Indenture, A Lease Agreement, A Bond Purchase Agreement, Bond, And Other Documents In Connection With The Issuance Of The Bonds And The Project; Making Certain Determinations And Findings Relating To The Bond And The Project; Ratifying Certain Actions Taken Previously; And Repealing All Actions Inconsistent With This Ordinance.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, May 23, 2019

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: May 7, 2019

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	**SUBMITTED BY** Name/Title/Dept: Michael Gallagher, County Manager
SUBJECT: Ordinance No. 94	**ATTACHMENT(S):** Ordinance
NO. OF ORIGINALS FOR SIGNATURE: 01 ***Select One** 00 ***Select One** 00 ***Select One** Ordinance	**ACTION REQUESTED:** Action Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:

Section 2.3: Continuous communication with the public is beneficial and necessary.

SUMMARY:

Public Hearing: Hearing to Consider Proposed Ordinance Authorizing the Issuance of $215,000,000.00 Lea County Taxable Industrial Revenue Bonds (Tip Top Solar Project) Series 2019

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.:	**See Additional Summary Attached** ☑
Easel ☐ If checked; how many: Laptop ☑ Projector ☑ Other:	
SUBMITTER'S RECOMMENDATION(S): Approve Lea County Ordinance No. 94	**Submitter's Signature** Department Director, Etc. Sandra Stout-Brito
FINANCE REVIEW Fiscal Impact/Cost:	**Reviewed by Finance Director**
LEGAL REVIEW: (Note: Travel does not need legal review)	**Reviewed by County Attorney**
COUNTY MANAGER REVIEW:	**Approved by County Manager** to be Placed on Agenda Digitally signed by Michael P. Gallagher II Date: 2019.05.21 10:48:19 -06'00'

Item 0201 **RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN**

Approved: _____ Denied: _____ Other: Public Hearing

Resolution No. _____ Policy No. _____ Ordinance No. 94

Continued To: _____ Referred To: _____ Comments: _____

Summary Form Continued...

❖Consideration to Adopt Lea County Ordinance No. 94 - An Ordinance Authorizing The Issuance And Sale Of Lea County, New Mexico Taxable Industrial Revenue Bonds (Tip Top Solar Energy Center LLC) Series 2019 In The Maximum Principal Amount Of $215,000,000 To Provide Funds To Finance The Acquisition, Construction And Equipping Of A Solar Energy Generating Facility; Authorizing The Execution And Delivery Of An Indenture, A Lease Agreement, A Bond Purchase Agreement, Bond, And Other Documents In Connection With The Issuance Of The Bonds And The Project; Making Certain Determinations And Findings Relating To The Bond And The Project; Ratifying Certain Actions Taken Previously; And Repealing All Actions Inconsistent With This Ordinance.

STATE OF NEW MEXICO
COUNTY OF LEA
ORDINANCE NO. 94

AUTHORIZING THE ISSUANCE AND SALE OF LEA COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (TIP TOP SOLAR ENERGY CENTER LLC) SERIES 2019 IN THE MAXIMUM PRINCIPAL AMOUNT OF $215,000,000 TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A SOLAR ENERGY GENERATING FACILITY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A LEASE AGREEMENT, A BOND PURCHASE AGREEMENT, BOND, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND THE PROJECT; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BOND AND THE PROJECT; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

WHEREAS, Lea County (the "County") is a legally and regularly created, established, organized and existing political subdivision of the State of New Mexico (the "State"); and

WHEREAS, pursuant to New Mexico Statutes Annotated, Sections 4-59-1 through 4-59-16 NMSA 1978, as amended (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, Tip Top Solar Energy Center LLC (the "Company"), is a limited liability company organized under the laws of the State of Delaware and qualified to do business in the State of New Mexico; and

WHEREAS, the Company has presented to the Commission a proposal whereby the County would (a) issue its Taxable Industrial Revenue Bonds (Tip Top Solar Energy Center LLC), Series 2019 (the "Bonds"), and (b) acquire solar energy generating equipment and facilities and land leases related to the Project (collectively, the "Project Property"), located within a part of the County which is outside the corporate limits of any municipality in the County, to be used by the Company for the generation, transportation and delivery of electricity; and

WHEREAS, the Company has requested that the County issue industrial revenue bonds for the purpose of providing funds to finance the acquisition, construction, installation, and equipping, of a solar energy power generating facility (the "Project"). The County has been advised by the Company that, neither location approval nor a certificate of convenience and necessity are required prior to commencing construction or operation of the facility pursuant to the laws of the State; and

WHEREAS, under the Company's proposal, the County would enter into an Indenture of Trust (the "Indenture") with Tip Top Solar Energy Center IRB Holdings LLC, a limited liability company organized under the laws of the State of Delaware (the "Purchaser") and a Depositary acceptable to the County and the Purchaser pursuant to which, 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 a sublease pursuant to which the Company will sublease Project site to the County (the "Sublease Agreement") and a Lease (the "Lease"), pursuant to which the Company will lease the Project Property, including the Project Site, from the County and the Company will make lease 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 the Bond Ordinance; and

WHEREAS, the County is authorized to enter into, deliver and perform all of its obligations under the Bond Documents 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 $215,000,000 will be issued, sold and delivered by the County, in a private sale to the Purchaser, pursuant to a 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 the Project and to pay certain costs associated with the transaction; 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, defined below, and other documents related thereto; and

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

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

The Lease, Indenture, Bond Purchase Agreement and Bonds are collectively referred to in the 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 Sutin Thayer & Browne, APC, in its capacity as 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 without participation of an underwriter; and

WHEREAS, there has been published in the *Hobbs Sun News*, 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 acquisition of the Project Property has been approved by the [Jal Public] School District.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS, THE GOVERNING BODY OF LEA 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 Project 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 Project.

(2) The aggregate face amount of obligations to be issued with respect to financing the Project is not to exceed $215,000,000.

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

(4) The Project Property is located in the County outside the corporate limits of any municipality located in the County.

Section 3. BONDS - APPROVAL, AUTHORIZATION AND DETAIL.

A. Approval and Sale.

The issuance of the Bonds in a principal amount not to exceed $215,000,000 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 $215,000,000 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 and shall be numbered and dated as set forth in the Indenture, (ii) be payable as to principal and interest and subject to optional and mandatory redemption and defeasance 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 exceed $215,000,000, 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 County Commissioners of the County (the "Presiding Officer").

D. Interest Rate. The interest rate on the Bonds shall be four percent (4%) 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 Board of County Commissioners of the County is authorized to approve the 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 County Clerk is further authorized to execute, authenticate and deliver such certifications, instruments, documents, letters and other agreements, including security agreements, subordination 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, 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.

The Presiding Officer and the County Clerk are further authorized to execute, authenticate and deliver such certifications, instruments, documents, letters and other agreements, including leases, subleases, security agreements and subordination agreements and instruments as requested from time to time by the Company or any lender or lenders providing financing for the Project, 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 and as are not inconsistent with the terms of this Ordinance.

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 July 30, 2021, in the maximum aggregate principal amount of $215,000,000 and bearing an interest rate of 4% per annum, is as follows:

Year	Total Debt Service	Principal	Interest
2020	$8,600,000	$-0-	$8,600,000
2021	$8,600,000	$-0-	$8,600,000
2022	$8,600,000	$-0-	$8,600,000
2023	$8,600,000	$-0-	$8,600,000
2024	$8,600,000	$-0-	$8,600,000
2025	$8,600,000	$-0-	$8,600,000
2026	$8,600,000	$-0-	$8,600,000
2027	$8,600,000	$-0-	$8,600,000
2028	$8,600,000	$-0-	$8,600,000
2029	$8,600,000	$-0-	$8,600,000
2030	$8,600,000	$-0-	$8,600,000
2031	$8,600,000	$-0-	$8,600,000
2032	$8,600,000	$-0-	$8,600,000
2033	$8,600,000	$-0-	$8,600,000
2034	$8,600,000	$-0-	$8,600,000
2035	$8,600,000	$-0-	$8,600,000
2036	$8,600,000	$-0-	$8,600,000
2037	$8,600,000	$-0-	$8,600,000
2038	$8,600,000	$-0-	$8,600,000
2039	$8,600,000	$-0-	$8,600,000
2040	$8,600,000	$-0-	$8,600,000
2041	$8,600,000	$-0-	$8,600,000
2042	$8,600,000	$-0-	$8,600,000
2043	$8,600,000	$-0-	$8,600,000
2044	$8,600,000	$-0-	$8,600,000
2045	$8,600,000	$-0-	$8,600,000
2046	$8,600,000	$-0-	$8,600,000
2047	$8,600,000	$-0-	$8,600,000

2048	$8,600,000	$-0-	$8,600,000
2049	$8,600,000	$-0-	$8,600,000
2050	$8,600,000	$-0-	$8,600,000
2051	$223,600,000	$215,000,000	$8,600,000

B. The Bonds will bear interest at the rate of four percent (4%) 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 requires 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 requires the Company to 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 Bonds shall be issued on or before December 31, 2022.

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 the Bond Ordinance or in the Bond Documents or any other instrument 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 the 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 its Board of County Commissioners, officials, employees and agents against liability to the Company, or to any third parties, that may be asserted against the County or its Board of County Commissioners, 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 New Mexico Statutes Annotated Section 56-7-1, 1978 Compilation, would 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 or its Board of County Commissioners, or any official, employee or agent of the County.

Section 10. BOND ORDINANCE IRREPEALABLE. After the Bonds are issued, the Bond Ordinance shall be and remain irrepealable until the Bonds, including interest, are fully paid, canceled and discharged or there has been defeasance of the Bonds 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, 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, APPROVED, SIGNED AND ADOPTED THIS 23RD DAY OF MAY, 2019 by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Rebecca Long (District 2), Chair
Voted: Yes No Abstain

_____
Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

_____
Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

_____
Jonathan Sena (District 4), Member
Voted: Yes No Abstain

_____
Richard Don Jones (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

By: _____
Kelli Williams, Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John W. Caldwell, County Attorney

TIP TOP SOLAR ENERGY CENTER IRB HOLDINGS LLC,

LEA COUNTY, NEW MEXICO

and

TIP TOP SOLAR ENERGY CENTER LLC

BOND PURCHASE AGREEMENT

Dated _____ __, 2019

$215,000,000
Lea County, New Mexico
Taxable Industrial Revenue Bonds
(Tip Top Solar Energy Center LLC Project)
Series 2019

BOND PURCHASE AGREEMENT

TIP TOP SOLAR ENERGY CENTER IRB HOLDINGS LLC (the "Purchaser"), **LEA COUNTY, NEW MEXICO** (the "Issuer"), and **TIP TOP SOLAR ENERGY CENTER LLC** (the "Company"), agree:

Section 1. **Recitals**. The Issuer, the Purchaser, the Company and The Bank of New York Mellon Trust Company, National Association, as depositary (the "Depositary") have entered into an Indenture dated as of _____ __, 2019 (the "Indenture"). Pursuant to the Indenture, the Issuer will issue its Taxable Industrial Revenue Bonds (Tip Top Solar Energy Center LLC Project), Series 2019, in the maximum principal amount of $215,000,000 (the "Bonds"). Capitalized terms used in this Bond Purchase Agreement (this "Agreement") but not defined herein shall have the meanings assigned to such terms in the Indenture.

Section 2. **Purchase and Delivery**. On the basis of the representations and covenants contained in this Agreement and subject to the terms and conditions contained in this Agreement, the Purchaser will purchase the Bonds from the Issuer and the Issuer will sell the Bonds to the Purchaser. As consideration for the sale of the Bonds, the Purchaser will make advances on the Bonds at the times and under the conditions specified in Section 702 of the Indenture. The Issuer will deliver the Bonds to the Purchaser as provided in Section 403 of the Indenture, or at such other time as is mutually agreeable to the Purchaser and the Issuer (the "Closing Date").

Section 3. **Issuer Representations**. The Issuer represents that, as of the date of this Agreement:

(a) Each of the representations of the Issuer in the Lease Agreement, dated as of _____ __, 2019 (the "Lease" and, together with the Indenture and this Agreement, the "Bond Documents"), between the Issuer and the Company, and the Indenture is true and correct as if made on and as of the date of this Agreement.

(b) Pursuant to Ordinance No. _____ duly adopted by the Board of County Commissioners of Lea County on _____ __2019 (the "Bond Ordinance"), the Issuer duly authorized and approved (i) the execution and delivery by the Issuer of the Bond Documents and the performance by the Issuer of its obligations under the Bond Documents, and (ii) the issuance, execution and delivery of the Bonds. The Bond Ordinance has not been amended, modified or repealed.

Section 4. **Company Representations**. The Company represents that as of the date hereof:

(a) Each of the representations of the Company in the Lease is true and correct as if made on and as of the date of this Agreement.

(b) This Agreement and the Lease constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

(c) The Company is a Delaware limited liability company, duly organized, validly existing and in good standing under the law of the State of Delaware and is a duly registered foreign limited liability company authorized to do business in the State of New Mexico and has full legal capacity, right, power and authority to own the Company's properties and conduct the Company's

business. The Company has full legal capacity, right, power and authority to execute and deliver this Agreement and the Lease, to provide for the operation and management of the Project Property, and to take any and all such action as may be required on its part to carry out, give effect to and consummate the transactions contemplated by this Agreement and the Lease.

(d) Neither the execution and delivery of this Agreement and the Lease, nor the consummation of the transactions contemplated therein or the compliance with the provisions thereof, will conflict with, or constitute on the part of the Company a violation of, or a breach of or default under any material indenture, mortgage, commitment, note or other agreement or instrument to which the Company is a party or by which the Company is bound, or any material order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its activities or properties. All consents, approvals, authorizations and orders of governmental or regulatory authorities (except as required under state securities laws) which are required for the Company's execution and delivery of, consummation of the transactions contemplated by, and compliance with the provisions of this Agreement and the Lease have been obtained.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of the knowledge of the Company, threatened, against or affecting the Company, or the actions taken or contemplated to be taken by the Company, nor, to the best of the knowledge of the Company, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the business or financial condition of the Company, or the transactions contemplated by, or the validity or enforceability of, this Agreement or the Lease.

(f) No event has occurred and no condition exists which, upon issuance of the Bonds, would constitute (or with the giving of notice or lapse of time, or both, would constitute) an Event of Default under the Lease.

(g) The Company is not in violation of any provisions of, or in default under any statute, indenture, mortgage, commitment, note or other agreement or instrument to which it is a party or by which it is bound, or any order, rule, regulation or decision of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, which violation would materially and adversely affect its business or financial condition.

Section 5. **Purchaser Representations**. The Purchaser represents and acknowledges that, as of the date of this Agreement:

(a) The Purchaser is purchasing the Bonds for its own account for investment and with no present intention of distributing or reselling the Bonds or any interest in the Bonds but without prejudice, however, to its right at all times to sell or otherwise dispose of all but not part of the Bond in compliance with the Securities Act of 1933, as amended, the regulations promulgated thereunder, applicable state securities laws and regulations and the terms of the Bonds, upon receipt of appropriate investor representations, an opinion of counsel experienced in securities law matters and satisfactory to the Issuer and in accordance with the applicable terms of the Indenture.

(b) The Purchaser understands that the Bonds are a special limited, and not general, obligation of the Issuer, are payable solely from the Basic Rent received under the Lease and from the security therefor as described in the Indenture but from no other sources. The Purchaser understands that the Bonds are not secured by any obligation or pledge of any monies received or to be received from taxation or from the State or any political subdivision, taxing district, or municipality thereof (including, without limitation, the Issuer), and that the Bonds will never represent or constitute a general obligation,

debt or bonded indebtedness of the Issuer, the State, any political subdivision or municipality thereof, and that no right will exist to have taxes levied by the Issuer, the State, any political subdivision or municipality thereof, for the payment of principal of, premium, if any, and interest on the Bonds. The Purchaser understands that payment of the Bonds depends upon the general credit of the Company, and upon the security granted in the Indenture for the Company's obligations under the Lease.

(c) The Purchaser is an affiliate of the Company and has been afforded the opportunity to discuss the business, assets and financial position of the Company with the officers, employees and auditors of the Company; and has received such information concerning the Company and its business, assets and financial position, and the Project (as defined in the Lease) as it deems necessary in making its decision to purchase the Bonds.

(d) The Purchaser is duly and legally authorized to purchase the Bonds, has such knowledge and experience in financial and business matters (including the ownership of municipal conduit obligations) as are required for, and is capable of, evaluating the merits and risks of its purchase of the Bonds, is aware of the intended use of proceeds of the Bonds, and understands that interest on the Bonds is not excludable from gross income for federal income tax purposes.

(e) The Purchaser understands that neither the Issuer nor any of its officials, counsel, consultants or agents has undertaken to furnish any information with respect to the Company or to ascertain the accuracy of any information furnished to the Purchaser with respect to the Company, and the Purchaser has not requested or received any representations from the Issuer with respect to any such information, its accuracy or completeness. The Purchaser waives any requirement of due diligence in investigation or inquiry on the part of the Issuer, its officials, counsel, agents and consultants and all claims, actions or causes of action which the Purchaser may have from and after the date hereof against the Issuer, its officials, counsel, agents and consultants growing out of any such action which any of the foregoing took, or could have taken, in connection with the authorization, execution, delivery, and sale of the Bonds to the Purchaser or in connection with any statement or representation by the Company which induced the Purchaser to purchase the Bonds.

(f) The Purchaser has received and reviewed copies of the Bond Documents and the Bond Ordinance.

(g) This Agreement constitutes the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

(h) The Purchaser has been informed by the Company and agrees that the Indenture has not been qualified under the Trust Indenture Act of 1939, and that the Bonds (i) are not being registered or otherwise qualified for sale under (a) the Securities Act of 1933, as amended, or (b) the "Blue Sky" laws and regulations of any state, (ii) will not be listed on any stock or other securities exchange, (iii) will not carry a rating from any rating service and (iv) will not be readily marketable. The Purchaser has been informed by the Company and agrees that a legend will be placed on the Bonds certificate or any other documents evidencing ownership of the Bonds to the effect that it has not been registered under the Securities Act of 1933, as amended, or the applicable state "Blue Sky" laws and that it may only be transferred in compliance with the Indenture and applicable securities laws.

(i) The execution, delivery and performance of this Agreement by the Purchaser will not constitute a default under any other agreement by which the Purchaser is bound.

(j) The Purchaser acknowledges that its purchase of the Bonds constitutes a transaction in a bond secured by the Indenture which is, among other things, a personal property security agreement, pursuant to which the Bonds are offered and sold as a unit.

Section 6. **Indemnification**.

(a) The Company and the Purchaser will, jointly and severally, indemnify, defend and hold harmless the Depositary, as defined in the Indenture, each agent and employee of the Depositary, the Issuer, each County Commission member, official, agent or employee of the Issuer and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the Issuer (each an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against any and all losses, claims, damages, liabilities, joint or several, or expenses related thereto arising out of or in connection with or caused by any offering, sale or resale of the Bonds in violation of any federal or state securities laws or by an untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact made to any person or caused by an omission or alleged omission of any material fact in connection with the Bonds or the sale, resale or delivery thereof.

(b) In case a claim is made or any action is brought against one or more of the Indemnified Parties based upon the matters described in the preceding paragraph and in respect of which indemnity is sought against the Company or the Purchaser pursuant to the preceding paragraph, the Indemnified Party or Parties seeking indemnity shall promptly notify the Company and the Purchaser, in writing, and the Company or the Purchaser shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by the Company or the Purchaser and approved in writing by the Issuer (provided, that such approval by the Issuer shall not be unreasonably withheld), the payment of all expenses (including reasonable counsel fees and expenses) and the right to negotiate and consent to settlement. If the Company and the Purchaser fail to assume or cause the assumption of the defense of such action or to retain counsel reasonably satisfactory to the Issuer within a reasonable time after notice of the commencement of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company or the Purchaser. If any Indemnified Party is advised in a written opinion of counsel that the defenses of such Indemnified Party should be handled by separate counsel, the Company or the Purchaser shall not have the right to assume or cause the assumption of the defense of such Indemnified Party, but the Company and/or the Purchaser shall be responsible for the fees and expenses of such separate counsel (the "Separate Counsel") retained by such Indemnified Party. Notwithstanding, and in addition to, any of the foregoing, any one or more of the Indemnified Parties shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnified Party or Indemnified Parties unless the employment of such counsel has been specifically authorized in writing by the Company and the Purchaser. Neither the Company nor the Purchaser shall be liable for any settlement of any such action effected without the written consent of the Company or the Purchaser, but if settled with the written consent of the Company and the Purchaser or if there is a final judgment for the plaintiff in any such action with or without consent, the Company and the Purchaser will indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment.

(c) In order to provide for just and equitable contribution in circumstances in which the indemnity provided for in this Section 6 is for any reason held to be unavailable to the Indemnified Parties in accordance with its terms, the Purchaser and the Company shall contribute to the aggregate losses, liabilities, claims, damages and expenses of the nature contemplated by this Section 6 incurred by the Indemnified Parties in such proportions as determined by a court having jurisdiction of the matter.

(d) The covenants and agreements of the Purchaser and the Company under this Section 6 are joint and several.

Section 7. **Conditions**. The obligation of the Purchaser to purchase the Bonds and the obligation of the Issuer to sell the Bonds are subject to satisfaction of the following conditions precedent:

(a) The representations of the Issuer, the Purchaser and the Company in this Agreement will be true and correct on and as of the date the Bonds are issued ("Closing Date") as if made on and as of the Closing Date.

(b) As of the Closing Date, no Default (as defined in the Indenture) or Event of Default (as defined in the Lease) will have occurred and be continuing, and no event will have occurred and be continuing which, with the lapse of time or the giving of notice or both, would constitute a Default or Event of Default.

(c) On or before the Closing Date, all actions required to be taken as of the Closing Date in connection with the Bonds, the Bond Ordinance and the Bond Documents by the Issuer, the Purchaser and the Company will have been taken, and the Issuer, the Purchaser and the Company will each have performed and complied with all agreements, covenants and conditions required to be performed or complied with by the Bond Ordinance and the Bond Documents.

(d) The Indenture will have been duly executed and delivered by the Issuer, the Purchaser and the Depositary. The Lease will have been duly executed by the Issuer and the Company. Each of the Bond Documents, the Bond Ordinance and all other official action of the Issuer relating to the Bonds, the Project (as defined in the Lease) and the Bond Documents will be in full force and effect on the Closing Date and will not have been amended, modified or supplemented on or before the Closing Date.

(e) The Issuer, the Company and the Purchaser will have received the following, each dated the Closing Date:

(i) the approving opinion of Sutin Thayer & Browne, A Professional Corporation, Bond Counsel, substantially in the form of Exhibit A;

(ii) the opinion of counsel to the Company, substantially in the form of Exhibit B;

(iii) the opinion of the Attorney for the Issuer, substantially in the form set forth in Exhibit C;

(iv) the opinion of counsel to the Purchaser, substantially in the form set forth in Exhibit D;

(v) a certificate of and with reference to the Issuer and signed by a duly authorized officer of the Issuer to the effect set forth in subsections (a) and (c) of this Section 7 with respect to the Issuer;

(vi) a certificate of and with reference to the Company signed by a duly authorized officer of the Company to the effect set forth in subsections (a), (b) and (c) of this Section 7;

(vii) a certificate of and with reference to the Purchaser signed by a duly authorized officer of the Purchaser to the effect set forth in (a) and (c) of this Section 7;

(viii) a certificate of the Depositary signed by a duly authorized officer of the Depositary to the effect that (a) he or she is an authorized officer of the Depositary; (b) the Indenture has been duly executed and delivered by the Depositary; (c) the Depositary has all necessary corporate powers required to execute, deliver and perform its obligations under the Indenture; and (d) to the best of his or her knowledge, the execution and delivery by the Depositary of the Indenture and the performance by the Depositary of its obligations under the Indenture will not conflict with or constitute a breach of or default under any law, administrative regulation, consent decree or any agreement or other instrument to which the Depositary is subject or by which the Depositary is bound;

(ix) such additional legal options, certificates, proceedings, instruments and other documents as any such party or Bond Counsel may reasonably request; and

(x) an investment intent letter from the Purchaser in the form of the Certificate of Qualified Investor attached to the Indenture.

If any conditions to the obligations of the Purchaser or the Issuer under this Agreement are not satisfied and if the satisfaction of such conditions is not waived by the Purchaser and the Issuer, then, at the option of the Purchaser or the Issuer, respectively in accordance with their interests (x) the Closing Date will be postponed for such period, not to exceed five business days, as may be necessary for such conditions to be satisfied or (y) the obligations of the Purchaser and the Issuer under this Agreement will terminate, and neither the Purchaser nor the Issuer will have any further obligations or liabilities under this Agreement.

Section 8. **Survival**. All agreements, covenants and representations and all other statements of the Issuer and the Company and their respective officers set forth in or made pursuant to this Agreement will survive the Closing Date and the delivery of and payment for the Bonds.

Section 9. **Notices**. Any notice, demand, direction, request, consent, approval, report or other instrument authorized or required by any of the Bond Documents to be executed, given or filed will be in writing and will be deemed to have been sufficiently given or filed for all purposes of the Bond Documents when delivered by hand delivery or on the third Business Day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Issuer: Lea County, New Mexico
100 North Main Avenue
Lovington, New Mexico 88130
Attn: County Manager

If to the Purchaser: Tip Top Solar Energy Center IRB Holdings LLC
c/o Tip Top Solar Energy Center LLC

If to the Company: Tip Top Solar Energy Center LLC

Any Party may, by notice to each of the other Parties, designate any further or different addresses to which subsequent notices, certificates or other communications are to be sent. Receipt by the Issuer and the Company of a Certificate of Qualified Investor in the form attached to the Indenture as Exhibit E, from a transferee of the Bonds will constitute notice by the transferee of such a different address for the Purchaser.

Section 10. **Remedies**. Except as provided in Section 10, no right or remedy conferred on any party in this Agreement is intended to be exclusive of any other right or remedy. No delay or omission of any party to exercise any such right or remedy may be exercised from time to time and as often as the relevant party may deem expedient. No waiver by any party of any right or remedy with respect to any Default or Event of Default will extend to or affect any other existing or subsequent Default or Event of Default.

Section 11. **Severability**. In case any one or more of the provisions of this Agreement or of the Bonds are for any reason held to be illegal or invalid, such illegality or invalidity will not affect any other provision of any of this Agreement or of the Bonds, but this Agreement and the Bonds will be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement of the Issuer contained in this Agreement or the Bonds are for any reason held to be in violation of law, then such covenant, stipulation, obligation or agreement will be deemed to be the covenant, stipulation, obligation or agreement of the Issuer to the full extent permitted by law.

Section 12. **Obligations of Issuer Not Obligations of Officials Individually**. No obligation under any of the Bond Documents or the Bonds will be deemed to be an obligation of any present or future officer (including, without limitation, County Commissioners) or employee of the Issuer in his or her individual capacity, and no officer of the Issuer who executes the Bond will be personally liable on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 13. **Limitation of Issuer's Liability**. No agreements or provisions contained in this Agreement nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with any property of the Company financed, directly or indirectly, out of the Bond proceeds or the issuance, sale and delivery of the Bonds will give rise to any pecuniary liability of the Issuer, its officials, employees, agents or members of its governing body or constitute a charge against the Issuer's general credit, or will obligate the Issuer financially in any way, except with respect to the Basic Rent available under the Lease and the Indenture provided by the Company and pledged to the payment of the Bonds, and their application as provided under the Indenture. No failure of the Issuer to comply with any terms, covenants or agreements in this Agreement or in any document executed by the Issuer in connection with the Bonds will subject the Issuer, its officials, employees, agents and members of its governing body to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the funds available under the Lease or the Indenture provided by the Company and pledged to the payment of the Bonds. None of the provisions of the Bond Documents will require the Issuer to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under the Bond Documents. Nothing in this Agreement will preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement in any of the Bond Documents; provided, that no costs, expenses or other monetary relief will be recoverable from the Issuer except as may be payable from the funds available under the Lease or the Indenture provided by the Company and pledged to the payment of the Bonds.

Section 14. **Title, Headings**. The title and headings of the articles and sections of this Purchase Agreement have been used for convenience only and do not modify or restrict any of the terms or provisions hereof.

Section 15. **Execution in Counterparts**. This Agreement may be executed in counterparts, all of which taken together will constitute one instrument.

Section 16. **Applicable Law**. The validity, construction and effect of this Agreement will be governed by the law of the State of New Mexico.

Section 17. **Expenses**. All costs and expenses relating to the preparation, issuance, delivery and sale of the Bonds and the preparation, execution and delivery of the Bond Ordinance, the Bond Documents and all other agreements, documents and instruments related to the transactions contemplated by the Bond Documents, including the fees and expenses of Issuer's outside review counsel, are to be paid by the Company.

Section 18. **Performance of the Parties**. The respective obligations of the parties hereunder are subject to the performance by each other party hereto of its own obligations hereunder.

[Remainder of this page intentionally left blank]

DATED: _____ __, 2019

TIP TOP SOLAR ENERGY CENTER IRB HOLDINGS LLC,
as Purchaser

By _____
Name: _____
Title: _____

TIP TOP SOLAR ENERGY CENTER LLC,
as Company

By _____
Name: _____
Title: _____

(Signature Page for Bond Purchase Agreement)

Attest:

(SEAL)

BOARD OF COUNTY COMMISSIONERS,
LEA COUNTY, NEW MEXICO

_____
County Clerk

By _____
Its Chair

(Signature Page for Bond Purchase Agreement)

3382177_3.doc

Exhibit A

[Opinion of Bond Counsel]

_____, 2019

Lea County, New Mexico
Lovington, New Mexico

Tip Top Solar Energy Center IRB Holdings LLC

Tip Top Solar Energy Center LLC

The Bank of New York Mellon Trust Company, National Association

$215,000,000
Lea County, New Mexico
Taxable Industrial Revenue Bonds
(Tip Top Solar Energy Center LLC Project)
Series 2019

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance and sale by Lea County, New Mexico (the "Issuer") of its Taxable Industrial Revenue Bonds (Tip Top Solar Energy Center LLC Project) Series 2019 in the maximum principal amount of $215,000,000 (the "Bonds").

The Bonds will bear interest on the outstanding principal amount at a per annum rate equal to four percent (4%). Interest on the Bonds is payable each _____ 1 beginning _____ ____, 20___, with the outstanding principal amount of the Bonds plus all interest thereon due and payable in full at their final maturity.

The Bonds are subject to redemption prior to maturity as described in the Indenture dated as of _____ __, 2019 (the "Indenture") among the Issuer and Tip Top Solar Energy Center IRB Holdings LLC (the "Purchaser"), Tip Top Solar Energy Center LLC (the "Company") and The Bank of New York Mellon Trust Company, National Association (the "Depositary").

The principal of, interest on and redemption price of the Bonds are not general obligations of the Issuer but special obligations payable solely from the revenues pledged under the Indenture. Neither the faith and credit nor the taxing power of the State of New Mexico or of any of its political subdivisions or municipalities, including the Issuer, is pledged to the payment of the principal of, interest on or redemption price of the Bonds. The principal of, interest on and redemption price of the Bonds will never constitute a debt or indebtedness of the Issuer within the meaning of any provision or limitation of the constitution or laws of the State of New Mexico. The Bonds will never constitute nor give rise to a pecuniary liability of the State of New Mexico, any of its political subdivisions or of the Issuer or a charge against their general credit or taxing powers.

In connection with the issuance of the Bonds, we have examined (a) a certified copy of an ordinance passed by the Lea County Commission on ____ __, 2019 authorizing the issuance of the

Bonds, pursuant to and under the provisions of Sections 4-59-1 through 4-59-16, New Mexico Statutes Annotated, 1978 Compilation, as amended (the "Act"); (b) the executed Bonds; (c) executed counterparts of the Indenture, the Lease Agreement dated as of _____ __, 2019 (the "Agreement") between the Issuer and the Company and the Bond Purchase Agreement dated _____ __, 2019 (the "Bond Purchase Agreement" and, together with the Indenture and the Agreement, the "Bond Documents") among the Purchaser, the Issuer and the Company; and (d) such other opinions, documents, certificates and letters as we deemed relevant in rendering this opinion.

Based on such examination, in our opinion:

1. The Issuer is a political subdivision of the State of New Mexico and has the power and authority, under the constitution and laws of the State of New Mexico, including the Act, to execute and deliver the Bond Documents, and to authorize, execute, issue and deliver the Bonds.

2. The terms and provisions of the Bonds and the Bond Documents comply in all respects with the requirements of the Act.

3. The Bonds have been validly authorized, executed and issued in accordance with the law of New Mexico and represent the valid and binding special obligation of the Issuer.

4. The Bond Documents have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties to the Bond Documents, constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

5. Neither the offer nor sale of the Bonds to the Purchaser pursuant to the Bond Documents is required to be registered under any federal or New Mexico securities law. The Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended.

6. The issuance and sale of the Bonds to the Purchaser is not subject to Rule 15c2-12 of the Securities and Exchange Commission.

Our opinion in paragraph 4 above, insofar as it relates to the enforceability of the Indenture, is subject to the following qualifications:

(i) New Mexico law may require that notice of acceleration be given to the Company before foreclosure of the Indenture. Comer v. Hargrave, 93 N.M. 170, 598 P.2d 213 (1979).

(ii) We express no opinion as to title to or the priority of any lien on or security interest in any real or personal property.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result.

Very truly yours,

Exhibit B

[Opinion of Counsel to the Company]

_____, 2019

Lea County, New Mexico
Lovington, New Mexico

Tip Top Solar Energy Center IRB Holdings LLC

Tip Top Solar Energy Center LLC

The Bank of New York Mellon Trust Company, National Association

Ladies and Gentlemen:

We have represented Tip Top Solar Energy Center LLC(the "Company") in connection with (i) the Lease Agreement dated as of _____ __, 2019 (the "Agreement") between Lea County, New Mexico (the "Issuer") and the Company, (ii) the Bond Purchase Agreement (the "Bond Purchase Agreement") dated _____ __, 2019 among Tip Top Solar Energy Center IRB Holdings LLC (the Purchaser"), the Issuer and the Company, pursuant to which the Purchaser has agreed to purchase the Issuer's Taxable Industrial Revenue Bonds (Tip Top Solar Energy Center LLC Project) Series 2019 in the maximum principal amount of $215,000,000 to be issued under the Indenture dated as of _____ __, 2019 (the "Indenture") among the Issuer, the Purchaser, the Company and the Depositary, and (iii) the Indenture. We have reviewed executed copies of the Bond Documents (as defined below), and certificates of officers of the Company and public officials and we have made such other investigations of law and fact as we have deemed necessary. The Agreement, the Indenture and the Bond Purchase Agreement are referred to herein as the Bond Documents.

Based upon the foregoing, in our opinion:

1. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware, is duly registered as a foreign limited liability company under the laws of New Mexico and has duly authorized the execution, delivery and performance of the Agreement, the Indenture and the Bond Purchase Agreement.

2. The execution, delivery and performance by the Company of the Agreement, the Indenture and the Bond Purchase Agreement will not conflict with, contravene, violate or constitute a breach of or default under the articles of organization or operating agreement of the Company or any law, rule, regulation, ordinance, or, to our knowledge, based on a certificate of an officer of the Company, any order, consent, decree, agreement or instrument to which the Company is a party or by which it or its properties, including the Project Property as defined in the Lease, is bound.

3. All necessary authorizations, approvals, consents and other orders of any governmental authority or agency for the execution and delivery by the Company of the Agreement, the Indenture and the Bond Purchase Agreement have been obtained and are in full force and effect.

4. There is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body pending or, to our knowledge, threatened against the Company, which (i) seeks to or does restrain or enjoin the issuance or delivery of the Bond or the execution and delivery of any of the Bond Documents, (ii) in any manner questions the validity or enforceability of the Bonds or any of the Bond Documents, or (iii) questions the authority of the Company to own or operate any of the Project Property, as defined in the Lease.

Very truly yours,

Exhibit C

[Opinion of Counsel to Issuer]

_____, 2019

Lea County, New Mexico
Lovington, New Mexico

Tip Top Solar Energy Center IRB Holdings LLC

Tip Top Solar Energy Center LLC

The Bank of New York Mellon Trust Company, National Association

Ladies and Gentlemen:

This opinion is being rendered to you in connection with the issuance by Lea County, New Mexico (the "Issuer") of its Taxable Industrial Revenue Bond (Tip Top Solar Energy Center LLC Project) Series 2019 in the maximum principal amount of $215,000,000 (the "Bonds").

In our opinion:

1. The Issuer is a duly organized and validly existing political subdivision of the State of New Mexico under the Constitution and laws of the State of New Mexico.

2. Ordinance No. _____ was duly adopted by the Lea County Commission on _____ __, 2019 (the "Bond Ordinance") in accordance with all applicable laws and has not been repealed or rescinded.

3. To our knowledge and without opining as to the legality, validity or enforceability of the Bond, the Indenture, the Lease Agreement and the Bond Purchase Agreement (all as defined in the Bond Ordinance), the adoption of the Bond Ordinance by the County Commission of the Issuer will not violate any provision of the Constitution or laws of the State of New Mexico.

4. To our knowledge, no litigation is now pending or threatened against the Issuer which seeks to or does restrain or enjoin the issuance or delivery of the Bonds, or in any manner questions the authority or proceedings for the issuance of the Bonds.

The foregoing opinions are limited to matters involving the law of the State of New Mexico and the Issuer, and we do not express any opinion as to the laws of any other jurisdiction.

Very truly yours,

Exhibit D

[Opinion of Counsel to the Purchaser]

_____, 2019

Lea County, New Mexico
Lovington, New Mexico

Tip Top Solar Energy Center IRB Holdings LLC

Tip Top Solar Energy Center LLC

The Bank of New York Mellon Trust Company, National Association

Ladies and Gentlemen:

We have acted as counsel to Tip Top Solar Energy Center IRB Holdings LLC (the "Purchaser") in connection with the Indenture dated as of _____ __, 2019 (the "Indenture") among The Bank of New York Mellon Trust Company, National Association as depositary (the "Depositary"), Lea County (the "Issuer"), Tip Top Solar Energy Center LLC(the "Company") and the Purchaser, and the Bond Purchase Agreement (the "Bond Purchase Agreement") dated _____ __, 2019 among the Purchaser, the Issuer and the Company, pursuant to which the Purchaser has agreed to purchase the Issuer's Taxable Industrial Revenue Bonds (Tip Top Solar Energy Center LLC Project) Series 2019 in the maximum principal amount of $215,000,000 to be issued under the Indenture. The Indenture, the Bond Purchase Agreement, and the Lease Agreement dated as of _____ __, 2019 between the Company and the Issuer are referred to herein as the "Bond Documents." In connection with this transaction, we have examined executed copies of the Bond Documents, certificates of officers of the Purchaser and certificates of public officials and have made such other investigations of law and fact as we have deemed necessary.

Based upon the foregoing, in our opinion:

1. The Purchaser is a limited liability company duly organized and validly existing and in good standing under the laws of Delaware.

2. The execution, delivery and performance by the Purchaser of the Indenture and the Bond Purchase Agreement will not conflict with, contravene, violate or constitute a breach of or default under the articles of organization or the operating agreement of the Purchaser or any law, rule, regulation, ordinance, or, to our knowledge, based on a certificate of an officer of the Purchaser, any order, consent, decree, agreement or instrument to which the Purchaser is a party or by which it or its property is bound.

3. All necessary authorizations, approvals, consents and other orders of any governmental authority or agency for the execution and delivery by the Purchaser of the Indenture and the Bond Purchase Agreement have been obtained and are in full force and effect.

4. There is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body pending or, to our knowledge, threatened against the Purchaser, which (i) seeks to or does restrain or enjoin the issuance or delivery of the Bonds or the execution and

delivery of any of the Bond Documents, or (ii) in any manner questions the validity or enforceability of the Bonds or any of the Bond Documents.

This opinion has been delivered at your request for the purposes in connection with the Bond Documents. Without our prior written consent, this opinion is not to be utilized or quoted for any other purpose and no one other than you is entitled to rely thereon.

Very truly yours,

LEA COUNTY, NEW MEXICO
and
TIP TOP SOLAR ENERGY CENTER LLC

LEASE AGREEMENT

Dated as of _____ __, 2019

$215,000,000
Lea County, New Mexico
Taxable Industrial Revenue Bonds
(Tip Top Solar Energy Center LLC Project)
Series 2019

LEA COUNTY, NEW MEXICO, a political subdivision of the State of New Mexico (together with its successors and assigns, the "Issuer"), as lessor, and TIP TOP SOLAR ENERGY CENTER LLC, a Delaware limited liability company (together with its successors and assigns, the "Company"), as lessee, agree:

ARTICLE I
RECITALS

Section 1.1. Recitals.

A. The Company has requested that the Issuer issue its Taxable Industrial Revenue Bonds (Tip Top Solar Energy Center LLC Project), Series 2019 in the maximum principal amount of $215,000,000 (the "Bonds"). The proceeds of the Bonds will be used to finance the Project (defined below).

B. The Issuer is authorized under Section 4-59-1 to 4-59-16, New Mexico Statutes Annotated, 1978 Compilation (the "Act") to acquire certain projects and issue its industrial revenue bonds in payment therefor and has determined that it is desirable to acquire the Project (defined below) pursuant to Ordinance No. _____ (the "Bond Ordinance") and has in the Bond Ordinance authorized the issuance of the Bonds.

C. The Bonds are to be issued under an Indenture dated as of _____ __, 2019 (together with any and all amendments and supplements, the "Indenture") among the Issuer, Tip Top Solar Energy Center IRB Holdings LLC (together with its successors and assignees, and transferees of the Bonds, the "Purchaser"), the Company and The Bank of New York Mellon Trust Company, National Association, as Depositary (the "Depositary''). The Bonds will be a special limited obligation of the Issuer payable as therein provided and the Bonds will not constitute a debt or pledge of the credit of the Issuer, and the Purchaser or owners of the Bonds will have no right to have taxes levied by the Issuer or to require the Issuer to use any revenues for the payment of the Bonds, except for Basic Rent (as defined in this Agreement).

D. The proceeds of the Bonds will be used to finance the acquisition of the Project Property (defined below) leased to the Company under this Lease Agreement (together with all amendments and supplements, this "Agreement").

E. The Company has subleased its rights under the Project Site Leases to the Issuer pursuant to that certain Sublease Agreement between the Company and the Issuer, dated as of the date hereof (the "Sublease"). The Project Property, which includes the leasehold interest in the Project Site, is to be leased to the Company pursuant to this Agreement.

F. The Bonds are to be purchased under a Bond Purchase Agreement dated as of _____ __, 2019 (together with any and all amendments and supplements, the "Bond Purchase Agreement") among the Issuer, the Purchaser and the Company.

G. The Bonds will be secured by the Indenture which constitutes, among other things, a collateral pledge of this Agreement.

In consideration of the premises and the mutual representations and agreements hereinafter contained, the Issuer and the Company agree as follows (provided that any obligation of the Issuer created by or arising out of this Agreement will never constitute a general debt of the Issuer or give rise to any pecuniary liability of the Issuer, but will be payable solely out of Basic Rent).

ARTICLE II
DEFINITIONS AND RULES OF CONSTRUCTION

Section 2.1. Definitions. All words and terms defined in the Indenture have the same meanings when used in this Agreement. In addition:

"Additional Payments" has the meaning assigned in Section 5.3(b).

"Additional Project Property" shall mean all Project Property, or portions thereof, acquired with or reimbursed with Excess Advances.

"Applicable Environmental Law" means any applicable law, statute, ordinance, regulation, order or rule relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or materials or pertaining to health or the environment, including, without limitation, CERCLA and RCRA, as each is amended and in effect from time to time.

"Basic Rent" has the meaning assigned in Section 5.3(a).

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

"Closing Date" means the date of execution and delivery of the Bonds.

"Company Financing" means a transaction or series of transactions involving credit agreements, loan documents, letters of credit, or other instruments evidencing financial obligations to which the Company or any subsidiary or affiliate of the Company is a party entered into or occurring at any time prior to the Closing Date (as defined in the Bond Purchase Agreement) or during the Term and after the date of initial delivery of the Bonds, for the use by the Company or any subsidiary or affiliate of the Company, together with any Company Financing Lien.

"Company Financing Lien" means any pledge, encumbrance or other lien on all or any portion of the Leased Property entered into in connection with a Company Financing.

"Contingent County PILOT Amount" shall mean a fixed amount equal to (A) the Projected Total Additional County Project Property Taxes divided by (B) the Remaining Term Years.

"Contingent School District PILOT Amount" shall mean a fixed amount equal to (A) the Projected Total Additional Project School District Property Taxes divided by (B) the Remaining Term Years.

"Construction Completion Date" has the meaning assigned in Section 4.4.

"County Taxing Authorities" means those taxing authorities, except for the School District, which would impose ad valorem property taxes on the Additional Project Property if the Additional Project Property was not owned by the Issuer.

"Eminent Domain" means the taking of title to, or the temporary use of; all or any part of the Project Property pursuant to eminent domain or condemnation proceedings, or by any settlement or compromise of such proceedings, or any voluntary conveyance of all or any part of the Project Property during the pendency of, or as a result of a threat of, such proceedings.

"Event of Default" has the meaning assigned in Section 8.1.

"Excess Advances" shall mean all Advances (as defined in the Indenture) made under the Indenture in excess of $185,000,000.

"Facility" means a solar power generation facility located in Lea County, New Mexico, and its related supporting equipment and all improvements thereon for the generation and transmission of electricity.

"Indemnitee" has the meaning assigned in Article VI.

"Institutional Investor" means, collectively, any natural person(s) or any entity(ies) who acquire a direct or indirect interest in the Company or in the Project as a part of a transaction to ensure that the Project is owned at least in part by a person or entity able to use the federal renewable electricity production tax credits or investment tax credits and tax depreciation benefits associated with holding an ownership interest in the Project (including any subsequent transferees of any such person(s) or entity(ies)).

"Proceeds," when used with respect to any insurance proceeds or any award resulting from, or other amount received in connection with, Eminent Domain, means the gross proceeds from the insurance or such award or other amount.

"Project" means the acquisition of the Company's rights in the Project Site Leases and the acquisition, design, permitting, construction and equipping of the Facility made with the proceeds of the Bonds from time to time for use by the Company..

"Project Property" means (i) the Facility and all improvements suitable for use and used thereon, including all equipment and other personal property of any kind whether now owned or hereafter acquired with the proceeds of the Bonds prior to the Construction Completion Date as

further described in Exhibit A and (ii) any rights of the Company in, or related to, the Project Site now owned or hereafter acquired under easements, agreements or leases assigned to the Issuer.

"Project Site" means the real property in Lea County, New Mexico described in Exhibit A.

"Project Site Leases" means the lease agreements between the Company, as lessee, and owners of the Project Site, as lessors, which the Company has subleased to the Issuer pursuant to the Sublease.

"Projected Total Additional County Project Property Taxes" means the estimated aggregate amount of ad valorem taxes that would otherwise have been due and payable on the Additional Project Property from the date of acquisition of such property through the end of the Term, if the Additional Project Property was not owned by the Issuer. For the purposes of calculating such Projected Total Additional Project Property Taxes, the Company shall (x) multiply the taxable value of Additional Project Property (calculated as provided in the Property Tax Code, Sections 7-35-1 through 7-38-93 NMSA 1978, as amended from time), initially determined as of the January 1 of the year immediately following the date of the Company's acquisition of such Additional Project Property (the "Initial Determination Date") and each January 1 thereafter (reflecting depreciation) through the end of the Term multiplied by (y) the actual mill levy rates for business personal property imposed by the County Taxing Authorities effective as of such Initial Determination Date.

"Projected Total Additional School District Project Property Taxes" means the estimated aggregate amount of ad valorem taxes that would otherwise have been due and payable on the Additional Project Property from the date of acquisition of such property through the end of the Term, if the Additional Project Property was not owned by the Issuer. For the purposes of calculating such Projected Total Additional Project Property Taxes, the Company shall (x) multiply the taxable value of Additional Project Property (calculated as provided in the Property Tax Code, Sections 7-35-1 through 7-38-93 NMSA 1978, as amended from time), initially determined as of the January 1 of the year immediately following the date of the Company's acquisition of such Additional Project Property (the "Initial Determination Date") and each January 1 thereafter (reflecting depreciation) through the end of the Term multiplied by (y) the actual mill levy rates for business personal property imposed by the School District effective as of such Initial Determination Date.

"RCRA" means the Resource Conservation and Recovery Act of 1976.

"Related Costs" means expenditures incurred or to be incurred with respect to the Project, including, without limitation, the acquisition, installation and construction of the Project Property.

"Remaining Term Years" shall mean the number of years commencing on the Initial Determination Date and ending on January 1, _____ [*the final year of the IRB Lease*].

"Rent" means Basic Rent and any Additional Payments under this Agreement.

"School District" means the Jal Public School District.

"State" means the state of New Mexico.

"Sublease" has the meaning assigned in Recital E.

"Term" means the duration of the leasehold estate created by this Agreement pursuant to Section 5.1 hereof.

"TRD" means the New Mexico Taxation and Revenue Department.

Section 2.2. Rules of Construction.

(a) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(b) All references in this Agreement to particular articles, sections or exhibits are references to articles or sections of or exhibits to this Agreement unless some other reference is established.

(c) Any inconsistency between the provisions of this Agreement and the provisions of the Indenture will be resolved in favor of the provisions of this Agreement.

ARTICLE III
REPRESENTATIONS

Section 3.1. Issuer Representations. The Issuer represents that, as of the date of delivery of this Agreement:

(a) The Issuer is a political subdivision, organized and existing under the laws of the State.

(b) The Issuer has duly authorized by an ordinance of the governing body of the Issuer adopted at a meeting duly called and held by the affirmative vote of not less than a majority of its members, the execution, delivery and performance of the Bond Documents, the Bonds and the issuance of the Bonds, all for the purpose of financing the Project including the acquisition, construction and equipping of the Project Property and paying certain costs related to the issuance of the Bonds.

(c) To the knowledge of the Issuer, the execution, delivery and performance by the Issuer of the Bond Documents will not conflict with or create a material breach of or material default under the Act or any other law, rule, regulation or ordinance applicable to the

Issuer or any agreement or instrument to which the Issuer is a party or by which it is bound, and there is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body, pending or threatened against the Issuer, which seeks to or does restrain or enjoin the issuance or delivery of the Bonds or the execution and delivery of any of the Bond Documents or in any manner questions the validity or enforceability of the Bonds or any of the Bond Documents.

(d) To the knowledge of the Issuer, this Agreement and the Indenture constitute legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general principles of equity and other applicable laws.

Section 3.2. Company Representations. The Company represents that, as of the date of delivery of this Agreement:

(a) The Company is a limited liability company duly organized and validly existing under the laws of Delaware, is in good standing under the laws of Delaware, is a duly registered foreign limited liability company authorized to do business in New Mexico, and has duly authorized the execution, delivery and performance of the Sublease, this Agreement and the Bond Purchase Agreement.

(b) The Company has full legal right, power and authority to carry out and consummate the transactions contemplated by the Sublease, this Agreement and the Bond Purchase Agreement, all of which have been duly authorized by all necessary action on the part of the Company.

(c) The execution, delivery and performance by the Company of the Sublease, this Agreement and the Bond Purchase Agreement and the application by the Company of the proceeds of the issuance and sale of the Bonds as provided in the Bond Documents do not and will not conflict with, contravene, violate or constitute a breach of or default under the articles of organization or operating agreement of the Company or any material agreement to which the Company is a party or by which the Company or its properties or the Project Property is bound or any law, rule, regulation, ordinance, order, consent, or decree, applicable to the Company, its properties or the Project Property if such conflict, contravention, violation, breach or default could materially affect the ability of the Company to perform its obligations under the Bond Documents.

(d) The Sublease, this Agreement and the Bond Purchase Agreement constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general principles of equity.

(e) No Default or Event of Default, or event or condition which, with notice or lapse of time or both, would constitute a Default or an Event of Default, with respect to the

Company has occurred and is continuing. The Company has not received any written notice of any currently existing material violation of any zoning, land use, environmental or other similar law or regulation applicable to the Project Site.

(f) There is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body pending or, to the best of the knowledge of the Company, threatened against the Company, which (i) seeks to or does restrain or enjoin the issuance or delivery of the Bonds or the execution and delivery of any of the Bond Documents, (ii) questions the validity or enforceability of the Bonds or any of the Bond Documents, (iii) questions the authority of the Company to own, lease or operate any of the Project Property, or (iv) if adversely determined, would have a material adverse effect on the Project Property or the Company's ability to perform its obligations under the Bond Documents.

(g) All necessary authorizations, approvals, consents and other orders of any governmental authority or agency for the execution and delivery by the Company of this Agreement and the Bond Purchase Agreement have been obtained and are in full force and effect.

(h) The Company acknowledges that the Issuer has made no warranty or representation, express or implied, that the amount in the Acquisition Fund, as defined in Section 701 of the Indenture, will be sufficient to pay the Related Costs or that the Project Property will be suitable for the Company's needs.

(i) The Company will not use or operate the Project, or permit the Project to be used or operated, in any way which would adversely affect the qualification of the Project as a "project" under the Act.

(j) The acquisition, construction and installation of the Project Property by the Company and the operation thereof will comply in all material respects with applicable zoning, planning, building, environmental and other regulations of the governmental authorities having jurisdiction over the Facility, and all permits, licenses, consents and permissions necessary for the Facility have been or will be obtained in due course.

(k) The Project Property is located in that part of Lea County which is outside the corporate limits of any municipality and is or will be an electric generation facility which does not require location approval and a certificate of convenience and necessity prior to construction or operation of the facility pursuant to the New Mexico Public Utility Act, Sections 62-3-1, et seq., NMSA 1978.

(l) No representation made by the Company in this Agreement and no statement made by the Company in any written information, material or report furnished to the Issuer or the Purchaser in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the representation or statement, in light of the circumstances under which it is made, not misleading.

(m) The representations of the Company in this Section 3.2 and in any other instrument delivered by the Company in connection with the transactions contemplated by the Bond Documents will survive the execution and delivery of this Agreement, the issuance, sale and delivery of the Bonds for one year as representations of facts existing as of the date of execution and delivery of the Bond Documents or other instrument containing such representation.

(n) Immediately prior to the effectiveness of this Agreement, the Project Site Leases (i) are valid and legally binding against the Company, and, to the knowledge of the Company, each Project Site Lease lessor, and (ii) allow the Company to sublease such Project Site Leases to the County pursuant to the Sublease and to use the Project Site for the purpose of developing, operating and maintaining the Project upon the terms and conditions set forth in the Project Site Leases.

ARTICLE IV
THE PROJECT AND THE COMPANY

Section 4.1. Acquisition, Equipping and Completion. The Company will acquire, construct and install the Project Property as agent for the Issuer under the Act and applicable TRD regulations. To the extent necessary, after all proceeds of the issuance of the Bonds have been exhausted, the Company will finance the completion of the Facility with other funds. The Project Property will at all times during the Term be located within Lea County, New Mexico. The Issuer makes no warranty that the proceeds of the issuance and sale of the Bonds will be sufficient to pay all the Related Costs. The Company will obtain at the necessary time all licenses and permits required for the occupancy and operation of the Project Property.

Section 4.2. Plans and Specifications; Changes. The Company may make changes, supplements, amendments and additions, omissions or substitutions for components of the Project Property without the approval of the Issuer or the Purchaser. If the Company elects to make any such change, supplement, amendment, addition, omission or substitution which would make the description of the Project Property contained in Exhibit A materially inaccurate, the Company will revise the description of the Project Property set forth in Exhibit A, accordingly and will deliver a copy of such revised Exhibit A, certified by an Authorized Company Representative, to the Issuer and the Purchaser. The Issuer and Company will take such further actions as necessary to effect such change including executing, delivering, and recording a bill of sale, assignment and any amendments to the Bond Documents. Notwithstanding the foregoing, the Company will not make any changes, supplements, amendments, additions, omissions, or substitutions or otherwise change or operate the Project Property or permit the Project Property or the Facility to be operated so as to cause the Project Property not to be a "project" within the meaning of the Act as in effect on the date of issuance of the Bonds, and the Company will not take or omit to take any action which will result in the Bond proceeds being applied in violation of the Bond Documents.

Section 4.3. No Warranty of Condition or Suitability by Issuer. THE COMPONENTS OF THE PROJECT PROPERTY HAVE BEEN DESIGNATED AND SELECTED BY THE COMPANY. THE ISSUER HAS NOT MADE AN INSPECTION OF

ANY PORTION OF THE PROJECT PROPERTY. THE ISSUER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO ANY PORTION OF THE PROJECT PROPERTY OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY OF THE SAME, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE SAME. ALL RISKS INCIDENT TO THE PROJECT PROPERTY ARE TO BE BORNE BY THE COMPANY. THE ISSUER WILL HAVE NO LIABILITY WITH REGARD TO OR ARISING OUT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN ANY PORTION OF THE PROJECT PROPERTY, WHETHER PATENT OR LATENT. THE PROVISIONS OF THIS SECTION 4.3 HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE ISSUER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PORTION OF THE PROJECT PROPERTY, WHETHER ARISING UNDER THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT.

Section 4.4. Construction Completion Date. The Company will use the commercially reasonable efforts to complete the construction of the Project as promptly as practicable and, in any event, by December 31, 2023. On the date the construction of the Project is complete and a certificate of occupancy has been obtained for the Facility (if such certificate is required to be obtained) (the "Construction Completion Date"), the Company will deliver to the Issuer and the Depositary a certificate signed by an Authorized Company Representative stating that, except for specified amounts remaining in the Acquisition Fund for any specified Related Costs incurred by the Company but not then due and payable, the Project is complete and all costs of labor, services, materials and supplies in connection with the Project have been paid for or provisions have been made for their payment. After the transfer of remaining moneys in the Acquisition Fund to the Company pursuant to Section 706 of the Indenture, the Company will have sole responsibility for the payment of any Related Costs in excess of the amount specified to be retained in the Acquisition Fund. Upon completion, the Project Property will comply in all material respects with all building codes, and other laws, ordinances, rules and regulations applicable to the Project Property or the Facility.

Section 4.5. Gross Receipts and Compensating Tax. The Company, either on its own behalf or as agent for the Issuer pursuant to Section 4.1 and this Section, will file returns for reporting and paying compensating tax which is due because of the Project and promptly will pay, as a Related Cost, any gross receipts or compensating tax due from the Issuer under any such returns. To the extent consistent with or required by State law, the Issuer will cooperate with the Company in the obtaining of Nontaxable Transaction Certificates from the TRD for delivery to suppliers with respect to the Project Property as may be applicable under the New Mexico Gross Receipts and Compensating Tax Act. It is the intention of the parties that the Non Taxable Transaction Certificates be issued to reduce gross receipts and compensating taxes on certain purchases of Project assets by the Company in its capacity as agent of the County, which taxes would otherwise be levied on the purchase of such Project assets The Company will pay any gross receipts or compensating tax plus applicable penalty and interest which is found by the TRD to be due from the Company or the Issuer because of the purchase or use of the Project Property or any component of the Project Property by the Company or the Issuer. The Company,

at its sole expense, may request any rulings from the TRD which the Company determines might be necessary or desirable to clarify the New Mexico gross receipts and compensating tax results of transactions related to the Project and may dispute, at its sole expense, in any manner authorized by the New Mexico Tax Administration Act, any gross receipts or compensating tax liability imposed on the Company or the Issuer because of the Project. The Issuer will, at the sole expense of the Company, join in any reasonable modifications to this Agreement which are necessary or desirable to obtain Nontaxable Transaction Certificates or otherwise reduce the gross receipts and compensating tax imposed on the Company or the Issuer as a result of or in connection with the acquisition, construction and installation of the Project Property and will otherwise cooperate with the Company to address any reasonable request of the Company regarding issues raised by TRD with respect to Non-Taxable Transaction Certificates. The Company will employ Nontaxable Transaction Certificates solely to purchase Project Property and will not employ Nontaxable Transaction Certificates for purchases after the Construction Completion Date or for purchases in amounts greater than the proceeds of the Bonds.

Section 4.6. Compliance With Law. The Company will obtain or cause to be obtained all necessary permits and approvals, for the occupancy, operation and maintenance of the Project Property and will comply in all material respects with all Applicable Environmental Laws and all lawful requirements of any governmental body, agency or department regarding the use, condition or operation of the Project Property. The Company may in good faith contest the validity or the applicability of any such requirement. During the period of such contest and any related appeal, this Section 4.6 will be deemed satisfied with respect to the requirement so contested.

To the extent that the use which the Company makes or intends to make of the Project Property will result in the manufacturing, treatment, refining, transportation, generation, storage, disposal or other release or presence of any hazardous substance or solid waste on or to the Project Property, such use will be in accordance with all applicable law, including any applicable regulations. For purposes of this paragraph, the terms "hazardous substance" and "release" will have the meanings specified in CERCLA, and the term "disposal" (or "disposed") will have the meaning specified in RCRA; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning will apply subsequent to the effective date of such amendment, and provided, further, to the extent that the laws of the State establish a meaning for "hazardous substance," "release," or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning will apply subsequent to the effective date of such state action; provided, further, that the term "hazardous substance" will also include those listed in the U.S. Department of Transportation Table (49 C.P.R. 172.101) and amendments thereto from time to time.

The Company agrees to promptly notify the Purchaser and the Issuer of any violation of any Applicable Environmental Laws of which the Company becomes aware.

Company shall, at Company's sole cost and expense, remove or take remedial action with regard to any hazardous substance for which any removal or remedial action is required pursuant to any Applicable Environmental Laws. Company shall indemnify, defend, protect and hold the Issuer and the Issuer's commissioners, employees and agents free and harmless from any liability

(including, without limitation, costs, reasonable attorneys and consulting fees, investigation, laboratory fees and litigation expenses) arising out of (a) a release by the Company of any hazardous substance in, on or under the Project Site or (b) the violation by Company or its employees, agents or contractors of any Applicable Environmental Laws. The indemnity obligations stated in this Section are in addition to the other indemnity obligations of Company hereunder, and shall survive the termination of this Agreement.

Section 4.7. Nuisance Not Permitted. The Company will use use commercially reasonable efforts to not commit a nuisance in connection with its use or occupancy of the Project Property.

Section 4.8. Taxes and Utility Charges. The Company will pay or cause to be paid, as and when due, (i) all taxes, assessments, and governmental and other charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project Property, (ii) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project Property and (iii) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by any lien on the Project Property. The Company may, in good faith, contest the amount or validity of any such levy, tax, assessment or other charge by appropriate legal proceedings. During the period of such contest and any related appeal, this Section 4.8 will be deemed satisfied with respect to any such levy, tax, assessment or other charge so contested.

Section 4.9. Maintenance. The Issuer will not be under any obligation to, and will not, operate, maintain or repair the Project Property. The Company will, at its own expense, keep the Project Property in safe repair and in such operating condition as is needed for its operations. The Company will not be under any obligation to renew, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable, inappropriate or unnecessary equipment.

Section 4.10. Replacement and Removal of Project Property. The Company may replace or remove and/or sell, trade in, exchange or otherwise dispose of any machinery, equipment or fixtures constituting a part of the Project Property, without any responsibility or accountability to the Issuer, and thereby acquire title to such machinery, equipment or fixtures, provided that such replacement or removal will not change the nature of the Project as a qualified "project" as defined in and as contemplated by the Act. Upon request and at the expense of the Company, the Issuer will deliver to the Company appropriate instruments evidencing the acquisition by the Company of title to any machinery, equipment or fixtures permitted by this Section 4.10 to be so replaced or removed. The provisions of Article X govern the delivery and form of any such instruments. The removal from the Project of any portion of the equipment, if any, pursuant to the provisions of this Section will not entitle the Company to any abatement or diminution in amount of the Basic Rent, Additional Payments, School PILOTs or County PILOTs payable under this Agreement. The Company may acquire machinery, equipment or other property (other than fixtures) which does not constitute a part of the Project Property and title to any such property will not thereby be transferred to the Issuer.

Section 4.11. Eminent Domain; Damage; Destruction. The Company will give prompt notice to the Issuer and the Purchaser of any material damage to or destruction of the

Project Property. If either the Issuer or the Company receives notice of the proposed taking of all or any part of the Project Property by Eminent Domain, it will give prompt notice to the other and the Purchaser. Any such notice will describe generally the nature and extent of such damage, destruction, taking or proposed taking. The Proceeds resulting from the exercise of Eminent Domain with respect to or from any damage to or destruction of all or any portion of the Project Property shall at the option of the Purchaser, be applied to the prepayment of the Bond or paid to the Company. All proceeds of insurance resulting from claims for losses to the Project and all proceeds of any condemnation award will be paid to the Company.

Section 4.12. Access and Inspection. The Company authorizes the Issuer and the Purchaser and their duly authorized agents during regular business hours, upon two (2) business days prior written notice, (i) such rights of escorted access to the Project Property as may be reasonably necessary to inspect the progress of the Project and (ii) the right of escorted entry onto the Project Site for any purpose contemplated by this Agreement. Such rights of access and entry will not be terminated, curtailed or otherwise limited by any sale, assignment, lease or other transfer of the Project Property by the Company to any other Person.

Section 4.13. Assessment in the Company's Name. If this Agreement has not been terminated on or before the thirtieth anniversary of this Agreement, the Company will take all necessary action to have the Project Property assessed for property tax purposes in the name of the Company on or within 30 days before the thirtieth anniversary of this Agreement, and the Company will pay all ad valorem taxes on the Project Property from and after such date. If the Project Property must be conveyed to the Company to accomplish such assessment, the Company will promptly notify the Issuer and the Issuer will convey the Project Property to the Company, and this Agreement will thereafter be construed to be an installment sale agreement and all terms and provisions of this Agreement will remain in full force and effect. The provisions of Article X govern the manner and form of any such conveyance. Notwithstanding the foregoing, if the Company fails to take all necessary action to have the Project Property assessed for property tax purposes in the name of the Company thirty (30) days before or on the thirtieth anniversary of this Agreement, the Issuer may terminate this Agreement and execute, deliver and cause to be recorded, at the expense of the Company, appropriate documents reflecting such termination. In anticipation of the conveyance of the Project Property by the Issuer to the Company, the Issuer will, upon the request of the Company, deliver to an escrow agent agreed to by the Issuer and the Company appropriate documents, including, but not limited to, a quitclaim deed, an assignment of easements and other real property rights and a bill of sale, prepared by the Company at the Company's expense, conveying to the Company the Issuer's interest in the Project Property; such documents to be delivered to the Company at the time of purchase of the Project Property.

Section 4.14. Use of Project Property. The Company will use the Project Property or cause the Project Property to be used during the Term so as to constitute a "project" within the meaning of the Act as in effect on the date of issuance of the Bonds. Temporary cessation of operations, or cessations of operations during holiday periods, for maintenance or retooling, for reasonable periods for the repair or replacement of facilities damaged or destroyed, resulting from labor disputes, strikes or because of short-term slack demand, riots or acts of God or the public enemy, shortages of materials or supplies or for any other reason beyond the reasonable

control of the Company, or under similar circumstances will not constitute a failure by the Company to comply with this Section 4.14.

Section 4.15. Existence. Unless its successor or the transferee of its assets, as the case may be, assumes in writing all of the obligations of the Company under the Bond Documents, the Company will maintain its existence as a limited liability company and will not dispose of all or substantially all of its assets, other than through execution of this Agreement. The Company shall have the right to change its organizational structure if such a change is necessary to permit the Company as restructured to remain eligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, provided such restructured organization assumes in writing all of the obligations of the Company under the Bond Documents. Original executed copies of such assumption will be delivered to each of the other Parties on or before the effective date of such succession or transfer. To the extent necessary under State law, the Company and its successors or transferees will become and remain authorized to transact business in the State and, if applicable, in good standing in the State.

Section 4.16. Subleases; Granting and Release of Easements; Amending or Modifying Subleases and Easements. The Company may at any time or times cause to be granted subleases, easements, licenses, rights-of-way (temporary or perpetual and including the dedication of public highways) subject to the Indenture and this Agreement, or the Company may cause to be amended, modified or released existing subleases, easements, licenses, rights-of-way and other rights or privileges in the nature of easements, held with respect to any property included in the Project Property with or without consideration, and the Issuer agrees that it will, at the expense of the Company, execute and deliver any instrument necessary or appropriate to confirm and grant, amend, modify or release any such sublease, easement, license, right-of-way or other right or privilege upon receipt of: (i) a copy of the instrument of grant, amendment, modification or release, and (ii) a written application of the Company signed by an authorized representative of the Company requesting such instrument and stating (1) that such grant, amendment, modification or release is not materially detrimental to the proper conduct of the business of the Company, and (2) that such grant, amendment, modification or release will not materially impair the effective use or materially interfere with the operation of the Project Property; will not materially diminish or impair the security intended to be given by or under this Agreement or the Indenture and will not materially diminish or impair the obligations of the Company under this Agreement or the Indenture.

Section 4.17 Insurance.. [The Company will keep the Project Property continuously insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with the operation of facilities of the type, location and size comparable to the Project, as reasonably determined by the Company. Each policy of such insurance will show the Company as loss payee and the Issuer as an additional insured under such policies as the respective interests of such parties may appear. Such insurance may, to the extent permitted under applicable law, be provided by blanket policies maintained by the Company, by a captive insurance company controlled by the Company or through self-insurance. Such insurance will include extended coverage insurance and general liability insurance against liability for (i) claims for injuries to or death of any person or damage to or loss of property arising out of or in any

way relating to the condition of the Project Property, and (ii) liability with respect to the Project Property under the workers' compensation laws of the State (unless the Company has complied with the requirements of the law of the State for self-insurance).]

Section 4.18 Project Site Leases. The Company will make all payments and perform all obligations of the lessee under the Project Site Leases. The Company may, in good faith, contest its obligation to pay or perform under the Project Site Leases in appropriate legal or other proceedings. During the period for such contest and any related appeal, this Section 4.18 will be deemed satisfied with respect to such payment or obligation so contested.

ARTICLEV
LEASE; TERM; POSSESSION; RENT

Section 5.1. Lease of the Project Property; Term.

(a) The Issuer hereby leases the Project Property to the Company pursuant to the terms of this Agreement. This Agreement shall become effective upon its execution and delivery, and the leasehold estate created hereby and the Term shall then begin, and subject to the provisions of this Agreement, the Term shall expire on the earlier of (i) _____ __, 20__ or (ii) on such earlier date as the payment or redemption and discharge of the whole amount of the principal and interest on the Bonds at the time outstanding shall have been made as provided in the Indenture, or on such earlier date as arrangements satisfactory to the Issuer and the Purchaser for such payment or redemption and discharge of the Bonds shall have been made. The parties acknowledge that the Company may pay, discharge and redeem the Bonds by offsetting amounts owed under the Bonds to the Purchaser against monies owed to the Company by the Purchaser, including but not limited to monies advanced by the Company to the Purchaser in anticipation of making Bond advances under the Indenture.

(b) Upon the termination of this Agreement, all right, title and interest of the Issuer and the Purchaser under this Agreement shall thereupon cease, terminate and become void, the Bonds shall cease to be entitled to any benefit under this Agreement, and, except as otherwise provided in Section 6.7, all covenants, agreements and obligations of the Company to the Purchaser, the Issuer (except for the provisions pertaining to Issuer indemnification), and with respect to the School District, the School PILOTs, shall thereupon cease, terminate and become void.

Section 5.2. Quiet Enjoyment. So long as no Event of Default has occurred and is continuing, the Issuer will not take any action, other than pursuant to Section 4.11 or Article VIII, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project Property during the Term (except as necessary with respect to Eminent Domain or condemnation for public projects and purposes) and will, at the request of the Company and at the Company's expense, including all expenses incident to any legal action, to the extent that the Issuer may lawfully do so, join in any legal action in which the Company asserts its right to such possession and enjoyment.

Section 5.3. Basic Rent and Additional Payments.

(a) The Company will pay to the Purchaser for the account of the Issuer such amounts at such times as are required to make all payments of principal of, interest on and redemption price of the Bonds in accordance with the terms of the Bonds and the Indenture as and when due (the "Basic Rent"), and the Company shall take all such actions relating to the withholding and reporting of interest as are required by the Internal Revenue Code of 1986, as amended. A copy of the anticipated payment schedule for the Bonds is attached hereto as Schedule 5.3(a). The parties acknowledge that the Company may pay, discharge and redeem the Bonds by offsetting amounts owed under the Bonds to the Purchaser against monies owed to the Company by the Purchaser, including but not limited to monies advanced by or on behalf of the Company to or on behalf of the Purchaser in anticipation of making Bonds advances under the Indenture.

(b) The Company will make payments (the "Additional Payments"): to or on behalf of the Issuer and the School Districts for all actual costs, expenses and taxes (including, but not limited to costs attributable to work performed by in-house staff and the fees of its outside advisors including counsel and its financial advisor) paid or incurred by the Issuer or the School Districts in connection with (i) the discussion, review, negotiation, preparation, approval, execution and delivery of the Bonds, the Indenture, this Agreement, and the other documents and instruments related hereto and thereto through the Closing Date, all of which amounts shall be paid in full on or before the Closing Date, (ii) any amendments or modifications to any of the foregoing documents, instruments or agreements and the negotiation, preparation, approval, execution and delivery of any and all documents necessary to effect such amendments or modifications, (iii) the enforcement by the Issuer or the School Districts, during or after the Term of any of the rights or remedies of the Issuer or the School Districts under any of the foregoing documents, instruments or agreements including without limitation, costs and expenses of collection, whether or not suit is filed, (iv) the servicing and administration of the Bonds during the Term or thereafter, and (v) any requested subordination of the Issuer's interest in the Project Property to a Lender.

(c) Additional Payments that are not paid when due will bear interest at a rate equal to the prime rate as most recently published in the "Bonds, Rates and Yields" table of the Wall Street Journal, as in effect from time to time, plus 200 basis points until paid in full.

Section 5.4. Obligations Unconditional; Rights of Setoff.

(a) The obligation of the Company to pay Rent and to perform its other obligations under this Agreement is absolute and unconditional and, except as otherwise provided in 5.4(b) below, will not be subject to diminution by setoff, counterclaim, abatement or otherwise, whether as a result of Eminent Domain with respect to, damage to or destruction of or removal of all or any portion of the Project Property or any other event or condition. In the event the Issuer fails to perform its obligations under this Agreement, the Company may, subject to the limitations imposed by Section 11.3, institute such action against the Issuer as the Company may deem necessary to compel performance of those obligations of the Issuer set forth in Sections 4.5, 5.2, 7.1, 7.2, and Article X. The Company may also, at its own cost and expense and in its own name or, if necessary, in the name of the Issuer prosecute or defend any action or

proceeding or take any other action involving third parties which the Company deems reasonably necessary in order to secure or protect its title to or its right of possession, occupancy and use of the Project Property. In such event, if no Event of Default has occurred and is continuing, the Issuer will cooperate with the Company, so long as it is not the adverse party, upon receipt of indemnity satisfactory to the Issuer against any out-of-pocket cost, expense (including reasonable counsel fees and expenses) or liability the Issuer may incur or suffer as a result of or in connection with such cooperation.

(b) Notwithstanding the above paragraph, it is the intention of this Agreement that the Company shall make Basic Rent payments to the Purchaser for the account of the Issuer, in such amounts and at such times as are required to make payments of principal of, interest on and redemption price of the Bond in accordance with the terms of the Bond Documents as and when due, and the parties acknowledge that all such Basic Rent payments may be offset against any monies due and payable to the Company from the Purchaser in connection with any funds advanced by or on behalf of the Company to or on behalf of the Purchaser in anticipation of any Advances to the Acquisition Account (as defined in the Indenture) as provided for under Section 702 of the Indenture. The Purchaser will look only to the Company for payment of the Bonds and upon the security granted in the Indenture for the Company's obligations under this Agreement. As described in Section 7.1, the Issuer will assign and pledge to the Purchaser certain of its rights, title and interests in and to this Agreement including the right to receive payments of Basic Rent hereunder.

Section 5.5. Net Lease. This Agreement will be deemed and construed to be a "net lease," and the Company will pay Rent, absolutely net, and except as set forth in Section 5.4(b) hereof, free of any deductions and without abatement, diminution or setoff.

ARTICLE VI
SPECIAL COVENANTS

Section 6.1. Recording and Filing; Further Assurances. The Company will, at the expense of the Company, take all actions that at the time are and from time to time may be reasonably necessary to perfect, preserve, protect and secure the interests of the Issuer and the Purchaser in and to the Rent and in the Project Property, including, without limitation, the recordation of this Agreement and the Indenture, the filing of financing statements and continuation statements and the execution, acknowledgment, delivery, filing and recordation of such other instruments as may reasonably be required in carrying out the intention of or facilitating the performance of this Agreement.

Section 6.2. Claims; Liens. The Company will pay and discharge and will indemnify and hold harmless the Issuer from (a) any lien or charge upon payments by the Company to, or for the account of, the Issuer under this Agreement (other than the Indenture) and (b) any taxes, assessments, impositions and other charges in respect of the Project Property. If any such lien or charge upon payments, or any such taxes, assessments, impositions or other charges, are sought to be imposed, the Issuer will give prompt notice to the Company of any such lien, taxes, assessments, impositions or other charges of which the Issuer has actual notice, and the

Company will have the sole right and duty to assume the defense of the same and will have the power to litigate, compromise or settle the same.

Section 6.3. Release and Indemnification.

The Company releases the Issuer, its Commissioners, officials, employees and agents (each an "Indemnitee") from, and will indemnify each Indemnitee against all liabilities, claims, costs and expenses imposed upon, incurred or asserted against any Indemnitee on account of: (a) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the installation, maintenance, operation and use of the Project Property; (b) the inaccuracy of any representation by the Company (regardless of whether the Company was aware of such inaccuracy at the time the representation was made) or any breach or default on the part of the Company in the performance of any representation, covenant or agreement of the Company under this Agreement, or any related document, or arising from any acts or failure to act by the Company, or any of its agents, contractors, servants, employees or licensees; (c) the Company's failure to materially comply with any requirements of this Agreement; (d) suits, legal or administrative proceedings, demands, losses, liabilities, damages, claims, causes of action, costs and expenses resulting from or in any way connected with the presence, release or disposal in or under the Project Site of, any hazardous substances (as defined in CERCLA), hazardous wastes (as defined in RCRA), oils, radioactive materials, asbestos in any form or condition, any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any Applicable Environmental Law; (e) any liability, whether under federal or state securities laws or otherwise, that may arise as a result of inaccurate information supplied by the Company in connection with the issuance of the Bonds or any subsequent sale of the Bonds; (f) any other loss, claim, damage, penalty, liability, disbursement, litigation expenses and attorneys' fees or court costs arising out of or in any way relating to the execution or performance of this Agreement, actions taken under the Indenture, the ownership or leasing of the Project Property or any other cause whatsoever pertaining to the Project Property; and (g) any claim, action or proceeding brought with respect to the matters set forth in clauses (a) through (f). The Issuer will not be liable to the Company, and the Company releases and discharges the Issuer from any liability for any and all losses, costs, expenses (including attorneys' fees), damages, judgments, claims and causes of action paid, incurred or sustained by the Company as a result of or relating to any action, or failure or refusal to act on the part of the Purchaser or the Depositary with respect to the Bonds, the Bond Documents or the transactions contemplated thereby, including without limitation the exercise by the Purchaser of any of its rights thereunder. This Section 6.3 is not intended in any way to detract from provisions of the Bond Documents to the effect that the Issuer is not to incur any pecuniary liability with respect to the transactions contemplated by the Bond Documents.

Notwithstanding the fact that it is the intention of the parties that the Issuer will not incur pecuniary liability by reason of this Agreement or the undertakings of the Issuer under this Agreement, by reason of the issuance of the Bonds, the execution of the Bond Documents, the performance of any act required of it by the Bond Documents, the performance of any act related to the Bond Documents or the Bonds requested of it by the Company or its position as owner or lessor of the Project Property, nevertheless if the Issuer incurs any such pecuniary liability or the same is claimed or sought, then in such event the Company will indemnify and hold harmless the

Issuer against all claims by or on behalf of any person arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the Issuer, the Company will defend the Issuer in any such action or proceeding.

In case any action or proceeding is brought against any Indemnitee in respect of which indemnity may be sought hereunder, such Indemnitee will give notice of the action or proceeding to the Company, and the Company, upon receipt of that notice, will have the obligation and the right to assume the defense of the action or proceeding; provided that failure of an Indemnitee to provide such notice will not relieve the Company from any of its obligations under this Section unless that failure prejudices the defense of the action or proceeding by the Company, in which case the liability of the Company under this Section shall be reduced only by an amount equal to the amount of the loss sustained by the Company solely as a result of such failure to notify. The Company will have no obligation to indemnify any Indemnitee with respect to any settlement entered into by such Indemnitee without the prior consent of the Company (which consent will not be unreasonably withheld).

The provisions of this Section will be enforceable by the Issuer to the full extent permitted by law, but will not include the gross negligence or willful misconduct of the Indemnitees. The provisions of this Section will survive the payment of the Bonds and the termination of this Agreement.

Section 6.4 Payments to the Issuer. So long as this Agreement remains in effect, the Company agrees to make annual payments in lieu of taxes to the Issuer consisting of (i) the Fixed County PILOT and (ii) the Contingent County PILOT, each as described below.

A. The Fixed County PILOT. The Company will make an annual fixed payment in lieu of taxes to the Issuer (the "Fixed PILOT") in the amount of $638,777.38 on the first anniversary date of this Agreement and, thereafter, on each succeeding anniversary of this Agreement until this Agreement is terminated or expires (each such payment date, a "PILOT Payment Date").

B. The Contingent County PILOT. If any Excess Advances (as defined below) are made under the Indenture, on each PILOT Payment Date following the date of such Excess Advances, the Company shall make additional PILOT payments to the Issuer in an amount equal to the Contingent County PILOT Amount (the "Contingent County PILOT"). For all PILOT Payment Dates occurring prior to the Construction Completion Date, at least one month prior to the payment of each Contingent County PILOT, the Company shall provide the Issuer with a certificate calculating the Contingent County PILOT in accordance with the terms of this Section 6.5 (the "Contingent PILOT Certificate"). For all PILOT Payment Dates occurring after the Construction Completion Date, the Contingent County PILOT shall be fixed through the remainder of the Term in an amount as set forth in a Contingent PILOT Certificate submitted by the Company to the Issuer immediately following the Construction Completion Date.

Section 6.5. Payments to School District. So long as this Agreement remains in effect, the Company agrees to make annual payments in lieu of taxes to the School District

consisting of (i) the Fixed School District PILOT and (ii) the Contingent School District PILOT, each as described below.

A. The Fixed School District PILOT. The Company will make an annual fixed payment in lieu of taxes to the Issuer for subsequent distribution to the School District (the "Fixed School PILOT") in the amount of $195,985.62 on the first anniversary date of this Agreement and, thereafter, on each succeeding anniversary of this Agreement until this Agreement is terminated or expires (each such payment date, a "PILOT Payment Date").

B. The Contingent School District PILOT. If any Excess Advances are made under the Indenture, on each PILOT Payment Date following the date of such Excess Advances, the Company shall make additional PILOT payments to the Issuer for subsequent distribution to the School District in an amount equal to the Contingent School District PILOT Amount (the "Contingent School District PILOT"). Prior to the Construction Completion Date, the Contingent PILOT Certificate delivered pursuant to section 6.4 above shall include a calculation of the Contingent School District PILOT. After the Construction Completion Date, the Contingent School District PILOT shall be fixed in an amount as set forth in the last Contingent PILOT Certificate submitted by the Company to the Issuer for the PILOT Payment Date immediately preceding the Construction Completion Date.

ARTICLE VII
ASSIGNMENT, LEASING AND SELLING

Section 7.1. Assignment of Rights by the Issuer. Concurrently with issuance of the Bonds, the Issuer will assign to the Purchaser certain of the Issuer's rights, title and interests in and to this Agreement, pursuant to the Indenture, as security for payment of the principal of, interest on and redemption price of the Bonds. Thereafter, the Purchaser will be vested with, and authorized to exercise, such rights of the Issuer and the Purchaser under this Agreement. The Company consents to such assignment.

Section 7.2. No Other Transfer by Issuer. Except for the assignment described in Section 7.1 and Article X hereof or transfer to the Company in accordance with Section 4.13 or 8.3, the Issuer will not sell, assign, transfer or convey its rights, title or interests in this Agreement or the Project Property, or its obligations under this Agreement. Except for liens created or permitted by the Company, the Issuer will not cause or create any liens on the Project Property or the Project Site and will cooperate with the Company to defend the Project Property, the Project Site and the Company from and against any claims of lien.

Section 7.3. Assignment, Lease, Mortgage and Sale by the Company. The rights of the Company under this Agreement may be assigned, and the rights of the Company in the Project Property may be assigned, subleased, mortgaged or sold as a whole or in part by the Company. The Company may, without the consent of the Issuer, sublease, mortgage or sell the Project Property and assign its rights under this Agreement, in whole or in part. Notwithstanding the foregoing, any assignment, sublease, mortgage or sale of Project Property which purports to relieve the Company from liability for making payments of Rent and for the performance of its other obligations under this Agreement and its obligations for the Project Property, will require

the assumption in writing by any assignee, sublessee or purchaser of the obligations of the Company under this Agreement, and, only to the extent of the Company's relief from liability for making payments of Rent and for the performance of its other obligations under this Agreement and its obligations for the Project Property, the consent of the Issuer, which consent shall not be unreasonably withheld, conditioned or delayed. Any mortgagee or assignee that does not directly hold an interest in the Project Property or whose interest is held solely for security purposes shall have no obligation or liability under this Agreement prior to the time the mortgagee or assignee directly holds an interest in this Agreement or the mortgagee or assignee directly succeeds to absolute title to the Company's interest. A mortgagee or the assignee shall be liable to perform obligations under this Agreement only for and during the period it directly holds such interest or absolute title; provided, however, that such liability shall not include any liability for claims of the Issuer against the Company arising from the Company's failure to perform during the period prior to such mortgagee's or assignee's succession to the Company's interest in and under this Agreement. Notwithstanding any other provisions in this Agreement to the contrary, except as otherwise set forth in the immediately preceding sentence and Section 8.6(c), no mortgagee or assignee shall be liable for the performance or observance of any of the obligations or duties of the Company under this Agreement and the collateral assignment of this Agreement by the Company to any mortgagee or assignee shall not give rise to any duties or obligations whatsoever on the part of such mortgagee or assignee owing to the Issuer. In the event that any mortgagee or assignee is liable under this Agreement, liability in respect of any and all obligations of any such party under this Agreement shall be limited solely to such party's interest in the Project (and no officer, director, employee, shareholder or agent thereof shall have any liability with respect thereto).

Section 7.4 Leasehold Security Deeds / Cooperation of Issuer. The Issuer acknowledges the right of the Company to mortgage and/or give security interests in this Agreement under one or more leasehold security deeds (as the same may be amended, modified, consolidated, extended or refinanced, collectively, the "Leasehold Security Deed") and assign this Agreement, or any part or parts thereof, as collateral security for the Leasehold Security Deed. The Issuer hereby agrees to and will, at the Company's option and at the Company's sole expense, join in the Leasehold Security Deed in order to subject its fee interest in the Project to the lien of such Leasehold Security Deed provided that such Leasehold Security Deed will be fully non-recourse to the Issuer and the Issuer will, subject to obtaining all necessary approvals of the Issuer's County Commission to the extent required under applicable state laws, deliver such resolutions, or other documents or instruments as the holder of the Leasehold Security Deed reasonably requires in connection therewith. If the Company gives a Leasehold Security Deed with respect to this Agreement, or any part or parts hereof, the holder of the Leasehold Security Deed (the "Leasehold Mortgagee") will provide the Issuer and the Purchaser (as assignee of the Issuer under the Indenture) with notice of the Leasehold Security Deed and the name and address of the Leasehold Mortgagee.

Section 7.5 Company Financing Liens. The Company may from time to time grant one or more Company Financing Liens. The Issuer shall reasonably cooperate, at the expense of the Company, in connection with any such grant. In addition, the Issuer will grant such Company Financing Liens on its interest in the Project Property as the Company may from time to time reasonably request, all at the Company's expense, and only so long as the such Company

Financing Lien does not involve any pecuniary liability or obligation of the Issuer except with respect to the Project Property and the application of the revenues therefrom.

ARTICLE VIII
EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined. Each of the following events is an "Event of Default":

(a) Failure by the Company to (i) make any Rent payment (excluding PILOT payments) or Additional Payments when due which continues unremedied for a period of 30 days after the provision by the Issuer, the School District or the Purchaser of written notice of non-payment, or (ii) make any PILOT payment when due which continues unremedied for a period of 15 days after the provision by the Issuer, the School District or the Purchaser of written notice of non-payment.

(b) Any representation of the Company in any Bond Document or in any document or agreement delivered to any of the other Parties in connection with the transactions contemplated by any Bond Document proves to have been incorrect in any material respect when made and remains incorrect for a period of 30 days after written notice specifying such error and requesting that it be remedied is given by the Issuer unless such error cannot be remedied within 30 days and the Company has instituted corrective action within 30 days after such notice and diligently pursues such action until such failure is remedied.

(c) A decree or order for relief by a court of competent jurisdiction is entered in an involuntary case under any federal or state bankruptcy, insolvency or similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Company or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days, or the commencement by the Company of a voluntary case under such law, or the consent by the Company either to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Company or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the taking of action by the Company to authorize or effect any of the foregoing. Provided, however, neither the bankruptcy nor the insolvency of the Company shall be grounds for default as long as all Basic Rent payments, PILOT payments and Additional Payments, and all other monetary charges payable by the Company under this Agreement are paid in accordance with this Agreement.

(d) Failure by the Company to perform any of its obligations under this Agreement, other than the payment of Basic Rent, PILOT payments and Additional Payments for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Company by the Issuer or the Purchaser, unless such failure is of a type which cannot be reasonably remedied within 30 days and the Company has instituted corrective action within 30 days after such notice and diligently pursues such action until such failure is remedied.

Section 8.2. Remedies on Default. If an Event of Default occurs and is continuing, the Purchaser (or its assignee), as the assignee of the Issuer under the Indenture and on behalf of the Issuer, may, but is not required to, take any one or more of the following remedial steps:

(a) By written notice to the Company declare all amounts of Basic Rent payable for the remainder of the Term as are required to provide for the Payment of the Bond and all Additional Payments then owed to be immediately due and payable, whereupon the same will be immediately due and payable; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the Rent then due and thereafter to become due or to enforce the performance and observance of any obligation of the Company under this Agreement or the Indenture; or

(c) Exercise any remedies provided for in the Indenture; or

(d) Terminate this Agreement.

As the assignee of the Issuer, subject to Section 8.3, the Purchaser (or its assignee) has the sole right and responsibility for the exercise of any remedies if an Event of Default occurs and is continuing.

Section 8.3. Issuer Remedies. If:

(a) the Company fails to comply with its obligations set forth in Sections 4.4, 4.5, 4.6, 4.7, 4.8, 4.12, 4.14, 4.15, 4.16, 5.3(b), 6.3, 6.4, or 6.5, and such failure continues for 30 days after the Issuer gives the Company written notice of such failure; or

(b) the Company fails to comply with its obligations under 5.3(b), such failure continues for 30 days after the Issuer or Purchaser or its assignee gives the Company written notice of such failure, and the Purchaser or its assignee exercises any of the remedies provided in Section 8.2 with respect to such failure; or

(c) any representation of the Company in any Bond Document or any document or agreement delivered to any of the other Parties in connection with the transactions contemplated by the Bond Documents proves to have been incorrect in any material respect when made;

then, subject to Section 8.6 hereof, the Issuer may, in addition to exercising any other remedy, immediately terminate this Agreement and reconvey the Project Property to the Company. Provided however if any conditions described in paragraphs 8.3(a) (b) or (c) cannot be cured within the time allotted for cure, if the Company initiates and proceeds with due diligence to effect a cure, a default will not be deemed to have occurred as long as the Company cures the default.

Section 8.4. Notice of Default. The Company will promptly give notice to the Purchaser and Issuer of the occurrence of any Event of Default or an event or condition (of which it has actual knowledge) which, with the passage of time or the giving of notice, or both, and in the absence of any corrective action, would result in an Event of Default.

Section 8.5. Agreement to Pay Attorneys' Fees and Expenses. If an Event of Default, or an event which with the giving of notice or the passage of time, or both, would constitute an Event of Default, occurs, and the Issuer incurs expenses, including attorneys' fees, in connection with the enforcement or administration of this Agreement, the Company will reimburse the Issuer for the reasonable expenses so incurred, upon request. Such amounts are deemed to be Additional Payments under Section 5.3.

Section 8.6. Right to Cure Defaults.

(a) To prevent termination of this Agreement, the Purchaser, any Institutional Investor and any mortgagee or assignee of the Company that holds an interest in the Project Property as security shall have a right, but not the obligation, at any time to perform any act necessary to cure any default and to prevent the termination of this Agreement. The Issuer will not terminate or suspend its performance under this Agreement until it first gives written notice of such default to the Purchaser, and any Institutional Investor and any mortgagee or assignee of which the Issuer has been given written notice and allows the Purchaser, any Institutional Investor and such mortgagee or assignee the right to cure such default within the applicable cure period under this Agreement. In addition, if the Purchaser, any Institutional Investor or such mortgagee or assignee gives the Issuer written notice prior to the expiration of the applicable cure period of the Purchaser's, any Institutional Investor's or such mortgagee's or assignee's intention to cure such default (which notice shall include a reasonable description of the time during which it anticipates to cure such default) and is diligently proceeding to cure such default, notwithstanding the applicable cure period under this Agreement the Purchaser, any Institutional Investor or the mortgagee or assignee shall have a period of ninety (90) days (or if such default is for failure by the Company to pay an amount to the Issuer which is due and payable under this Agreement, forty-five (45) days) from the Purchaser's, any Institutional Investor's or the mortgagee's or assignee's receipt of the notice of such default from the Issuer to cure such default.

(b) If any default by the Company under this Agreement cannot be cured without obtaining possession of all or part of the Project Property, then any such default shall be deemed remedied if the Purchaser, any Institutional Investor, a mortgagee or assignee (a) in the time period provided in Section 8.3(a) and 8.3(b) and 8.6(a) (including the aggregate cure period provided under Section 8.6(a)) begins appropriate judicial or non-judicial proceedings to obtain the same; (b) diligently prosecutes any such proceedings to completion; and (c) after gaining possession of all or part of the Project Property, diligently proceeds to cure and perform all other obligations as and when the same are due in accordance with the terms of this Agreement. If the Purchaser, any Institutional Investor, a mortgagee or assignee is prohibited by any Court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the period specified above for commencing proceedings shall be extended for the period of such prohibition.

(c) If the Purchaser, any Institutional Investor, mortgagee or assignee (or a receiver requested by a mortgagee) succeeds to the interest of the Company in the Project Property, such successor party shall pay or cause to be paid the Basic Rent, PILOT payments, Additional Payments and all other monetary charges payable by the Company under this Agreement from the date in which the Purchaser, Institutional Investor, mortgagee or assignee (or a receiver requested by a mortgagee) succeeds to such interest and those which accrue thereafter during the term of this Agreement.

Section 8.7. Discontinuance of Proceedings on Default; Position of Parties Restored. In case the Issuer shall have proceeded to enforce any right under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Issuer, then and in every such case, unless otherwise determined in such proceeding or agreed by the Issuer and the Company, the Issuer and the Company will be restored to their former positions and rights under this Agreement with respect to the Project Property and all rights, remedies, and powers of the Issuer will continue as if no such proceedings had been taken.

Section 8.8. Proofs of Claim. In the case of any insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceedings affecting the Company, the Issuer will, to the extent permitted by law, be entitled to file such proofs of claims and other documents as may be necessary or advisable in order to have claims of the Issuer allowed in such proceedings for the entire amount due and payable by the Company to the Issuer under this Agreement, as the case may be, at the date of the institution of such proceedings and for any additional amounts which may become due and payable after such date.

ARTICLE IX
PREPAYMENTS

The Company may at any time (including after the occurrence and during the continuance of an Event of Default) and for any reason cause all or any portion of the Bond to be redeemed in accordance with the provisions of the Indenture by giving notice of such redemption to the Issuer, the Purchaser and, if there are monies on deposit in the Acquisition Account (as defined in the Indenture), to the Depositary not less than forty-five (45) days before the redemption date. Such notice will specify the redemption date and the principal amount of the Bonds to be redeemed. On the redemption date the Company will prepay the Rent in an amount equal to such principal amount plus accrued interest on such principal amount to the redemption date by payment of such amounts to the Purchaser, will pay all Additional Payments, plus interest, if any, owed to the Issuer, will pay all PILOT payments, if any, owed to the Issuer and the School District, and will pay all payments due under Section 6.7. The parties acknowledge that the Company may prepay, discharge and redeem the Bonds by offsetting amounts owed under the Bonds to the Purchaser against monies owed to the Company by the Purchaser, including but not limited to monies advanced by the Company to the Purchaser in anticipation of making Bond advances under the Indenture.

ARTICLE X

PURCHASE OF PROJECT PROPERTY

The Company will purchase and the Issuer will sell the Project Property for $1.00 at the expiration or sooner termination of the Term. The Company will give written notice to the Issuer and to the Purchaser, if the Bonds are then unpaid or provision for their payment has not been made, and will specify therein the date of termination and closing such purchase which date shall be the same date and which date will be not less than 15 nor more than 90 days from the date such notice is mailed. At the closing of such purchase, the Issuer will, upon receipt of the purchase price, deliver to the Company or its nominee appropriate documents, including, but not limited to, assignment of easements and other real property rights and a bill of sale, prepared by the Company at the Company's expense, conveying to the Company without representation or warranty the Issuer's interest in the Project Property, as it exists at the time of such purchase, subject only to: (i) those liens and encumbrances, if any, to which the Project Property was subject when conveyed to the Issuer; (ii) those liens and encumbrances created by the Company and/or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform any of its obligations under this Agreement; and (iv) any other lien arising as a matter of law. The Company may exercise its rights under this Article X, whether or not a Default or an Event of Default has occurred and is continuing, so long as all Additional Payments and PILOT payments due to the Issuer and the School Districts are paid on or before the date of closing of such purchase. If the Company fails to take all necessary action to have the Project Property assessed for tax purposes in the name of the Company at the expiration of the Term, the Issuer may execute, deliver and cause to be recorded, at the expense of the Company a bill of sale with respect to the Project Property and other appropriate documents reflecting the termination of this Agreement.

If at the time of closing the Indenture has not been satisfied in full and released of record, a release by the Purchaser of the Indenture will also be delivered to the Company (or its designee).

The right to prepay granted to the Company in this Agreement is and will remain prior and superior to the Indenture.

ARTICLE XI
MISCELLANEOUS

Section 11.1. Remedies. No right or remedy conferred on any Party in this Agreement is intended to be exclusive of any other right or remedy conferred on such Party in this Agreement. Except as provided in Section 11.3, each such right or remedy is in addition to every other right or remedy provided in any of the Bond Documents or by law; provided, that the remedies of Purchaser and/or Issuer in respect of an Event of Default or other breach of any Bond Document by the Company shall be limited in all cases to those expressly provided in Article VIII hereof. No delay or omission of any Party to exercise any such right or remedy will impair any such right or remedy or be construed to be a waiver. Every such right or remedy may be exercised from time to time and as often as the relevant Party may deem expedient. No waiver by any Party of any right or remedy with respect to any Default or Event of Default will extend to or affect any other existing or subsequent Default or Event of Default.

Section 11.2. Beneficiaries. Nothing in this Agreement expressed or implied is intended or is to be construed to confer upon any Person other than the Parties and their successors and assigns (and, in the cases of Section 6.3 of this Agreement, the Indemnitees, and Section 6.4, the School Districts) any right, remedy or claim, legal or equitable.

Section 11.3. Limitation of Issuer's Liability. No agreements or provisions contained in the Bond Documents nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with any property of the Company financed, directly or indirectly, out of Bond proceeds or the issuance, sale and delivery of the Bonds will give rise to any pecuniary liability of the Issuer, its officials, employees, agents or members of its governing body or constitute a charge against the Issuer's general credit, or obligate the Issuer financially in any way, except with respect to the revenues available under this Agreement or under the Indenture provided by the Company and pledged to the payment of the Bonds, and their application as provided under the Indenture. No failure of the Issuer to comply with any terms, covenants or agreements in this Agreement or in any document executed by the Issuer in connection with the Bonds will subject the Issuer, its officials, employees, agents and members of its governing body to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the revenues available under this Agreement or under the Indenture provided by the Company and pledged to the payment of the Bonds. Nothing in this Agreement will preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, other monetary relief will be recoverable from the Issuer except as may be payable from the funds available under this Agreement or under the Indenture provided by the Company and pledged to the payment of the Bonds.

Notwithstanding any other provisions of this Agreement, none of the provisions of this Agreement shall require the Issuer to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder unless it shall have first been adequately indemnified to its satisfaction against the cost, expense and liability which may be incurred thereby.

Section 11.4. No Violation of Public Policies Regarding Indemnity. To the extent, if at all, a court of competent jurisdiction determines that Section 56-7-1 NMSA 1978 applies to any indemnification provisions in this Agreement, including certain types of insurance coverage as set forth in Section 56-7-1 NMSA 1978, such provisions shall not apply to or extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee or additional insured, as the case may be, its officers, employees or agents and shall further be limited, if required, by the provisions of Section 56-7-2 NMSA 1978.

Section 11.5. Notices. Any notice, demand, direction, request, consent, approval, report or other instrument authorized or required by this Agreement or the Bond Ordinance to be executed, given or filed will be in writing and will be deemed to have been sufficiently given or filed for all purposes of this Agreement when delivered by hand delivery or by overnight courier

or on the third business day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Issuer: Lea County, New Mexico

If to the Purchaser: Tip Top Solar Energy Center IRB Holdings LLC
c/o Tip Top Solar Energy Center LLC

If to the Company: Tip Top Solar Energy Center LLC

Any Party may, by notice to the other Parties, designate any further or different addresses to which subsequent notices, certificates or other communications are to be sent.

Section 11.6. Severability. In case any one or more of the provisions of this Agreement is for any reason held to be illegal or invalid, such illegality or invalidity will not affect any other provision of this Agreement, but this Agreement will be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement of the Issuer or the Company contained in this Agreement is for any reason held to be in violation of law, then such covenant, stipulation, obligation or agreement will be deemed to be the covenant, stipulation, obligation or agreement of the Issuer or the Company to the full extent permitted by law.

Section 11.7. Successors. Wherever the Issuer is referred to in this Agreement, it will be deemed to include its successors and all covenants and agreements in this Agreement will bind and inure to the benefit of the Issuer's successors. Wherever the Company is referred to in this Agreement, it will be deemed to include its successors in interest to the Project Property and all covenants and agreements in this Agreement will bind and inure to the benefit of such successors.

Section 11.8. Title, Headings. The title and headings of the articles, section and subdivisions of this Agreement have been used for convenience only and •do not modify or restrict any of the terms or provisions of this Agreement.

Section 11.9. Execution in Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together will constitute one instrument.

Section 11.10. Applicable Law. The validity, construction and effect of this Agreement will be governed by the law of the State of New Mexico applicable to agreements made and to be performed in the State of New Mexico.

Section 11.11. Obligations of Issuer Not Obligations of Officials Individually. No obligation under any of the Bond Documents or the Bonds will be deemed to be an obligation of any present or future officer (including, without limitation, County Commissioners) or employee of the Issuer in his or her individual capacity, and no officer of the Issuer who executes the Bonds will be personally liable on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 11.12. Payments Due on Days That Are Not Business Days. If the date for any payment due hereunder is not a Business Day, as defined in the Indenture, then such payment will be made on the next Business Day and no interest on such payment will accrue for such period.

Section 11.13. Federal Income Tax Treatment of Lease. The Issuer and the Company acknowledge that this Agreement constitutes a financing for federal income tax purposes and not a lease of the Project Property, to the extent permitted by law. The Issuer and the Company further acknowledge that the Company shall, to the extent permitted by law, be entitled to all federal income tax attributes attributable to ownership of the Project Property, including the right to claim depreciation or cost recovery deductions and the right to claim any federal tax credits (or federal grants in lieu thereof) arising from ownership of the Project Property. Each of the Issuer and the Company agree not to file tax returns inconsistent with this Section 11.13.

Section 11.14. Amendments. Except for Section 6.4 which may be amended only by an instrument executed by the applicable School District, the Company and the Issuer, this Agreement may be amended only by an instrument executed by the Issuer and the Company and consented to by the Purchaser.

Section 11.15. Further Assurances and Corrective Instruments. The Issuer and the Company agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments to this Agreement and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

The Company may cause a memorandum of this Agreement, in form and substance satisfactory to the Company and the Issuer, in the Issuer's reasonable judgment, to be kept, recorded and filed in such manner and in such places as may be required by law to fully evidence, preserve and protect the leasehold estate of the Company.

[SIGNATURE PAGES FOLLOW]

DATED AS OF _____ , 2019.

(SEAL)

BOARD OF COUNTY COMMISSIONERS,
LEA COUNTY, NEW MEXICO

Attest:

_____
Lea County Clerk

By _____
Its Chair

STATE OF NEW MEXICO)
)
COUNTY OF LEA)

This instrument was acknowledged before me on this _____ day of _____, 2019, by _____, as Chair of the Lea County Board of County Commissioners, governing body of Lea County, a political subdivision of the State of New Mexico.

_____
Notary Public

My Commission Expires: _____

(Signature Page for Lease Agreement)

TIP TOP SOLAR ENERGY CENTER LLC
as Company

By_____
Name :
Title:

STATE OF)
) ss.
COUNTY OF _____)

On _____, 2019, before me, _____, a Notary Public, personally appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary's Signature

[Notarial Seal]

(Signature Page for Lease Agreement)

EXHIBIT A
Project Property and Project Site

Project Property:

1. Company's leasehold interest in the Project Site under the Project Site Leases.

2. EQUIPMENT AND IMPROVEMENTS: To the extent acquired with the proceeds of the Bonds:

All solar generation equipment including solar tracking hardware and software, photovoltaic panels and inverters, support structures, and associated electrical generation equipment used to generate electricity from solar energy and related equipment including transformers, circuit breakers and switching and metering equipment used to connect the solar electrical generation plant to the electric grid; meteorological data acquisition equipment, power source, storage facility, and above-ground and underground data lines, electrical lines, meters, monitoring and control equipment, switches, transformers, batteries and other devices for storage of electrical energy, equipment enclosures, fencing, security devices, electrical and communications equipment necessary to condition and increase the voltage of electricity, telecommunication lines, space boxes, spare parts, consumables, and all other equipment and personal property which is now or hereafter acquired with bond proceeds or located at the Project Site and used in connection with the Project.

Project Site:

SCHEDULE 5.3(a)

PAYMENT SCHEDULE
LEA COUNTY, NEW MEXICO
TAXABLE INDUSTRIAL REVENUE BOND
(TIP TOP SOLAR ENERGY CENTER LLC PROJECT)
SERIES 2019-$215,000,000

Year	**Maximum Total Debt Service**	**Principal Payments Required in such Period**	**Maximum Interest for such Period**
2020	$8,600,000	$-0-	$8,600,000
2021	$8,600,000	$-0-	$8,600,000
2022	$8,600,000	$-0-	$8,600,000
2023	$8,600,000	$-0-	$8,600,000
2024	$8,600,000	$-0-	$8,600,000
2025	$8,600,000	$-0-	$8,600,000
2026	$8,600,000	$-0-	$8,600,000
2027	$8,600,000	$-0-	$8,600,000
2028	$8,600,000	$-0-	$8,600,000
2029	$8,600,000	$-0-	$8,600,000
20230	$8,600,000	$-0-	$8,600,000
2031	$8,600,000	$-0-	$8,600,000
2032	$8,600,000	$-0-	$8,600,000
2033	$8,600,000	$-0-	$8,600,000
2034	$8,600,000	$-0-	$8,600,000
2035	$8,600,000	$-0-	$8,600,000
2036	$8,600,000	$-0-	$8,600,000
2037	$8,600,000	$-0-	$8,600,000
2038	$8,600,000	$-0-	$8,600,000
2039	$8,600,000	$-0-	$8,600,000
2040	$8,600,000	$-0-	$8,600,000
2041	$8,600,000	$-0-	$8,600,000
2042	$8,600,000	$-0-	$8,600,000
2043	$8,600,000	$-0-	$8,600,000
2044	$8,600,000	$-0-	$8,600,000
2045	$8,600,000	$-0-	$8,600,000
2046	$8,600,000	$-0-	$8,600,000
2047	$8,600,000	$-0-	$8,600,000
2048	$8,600,000	$-0-	$8,600,000
2049	$8,600,000	$-0-	$8,600,000
2050	$8,600,000	$-0-	$8,600,000
2051	$223,600,000	$215,000,000	$8,600,000

LEA COUNTY, NEW MEXICO,

TIP TOP SOLAR ENERGY CENTER IRB HOLDINGS LLC,
as Purchaser

TIP TOP SOLAR ENERGY CENTER LLC

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION,
as Depositary

INDENTURE

Dated as of _____ __, 2019

Securing

$215,000,000
Lea County, New Mexico
Taxable Industrial Revenue Bonds
(Tip Top Solar Energy Center LLC Project)
Series 2019

LEA COUNTY, NEW MEXICO, a political subdivision existing under the laws of the State of New Mexico (together with its successors and assigns, the "Issuer") and TIP TOP SOLAR ENERGY CENTER IRB HOLDINGS LLC, a Delaware limited liability company, (together with its successors and assigns, and transferees of the Bonds (defined below), the "Purchaser"), TIP TOP SOLAR ENERGY CENTER LLC, a Delaware limited liability company authorized to do business in New Mexico (the "Company") and THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION, (together with its successors and assigns, the "Depositary"), agree:

ARTICLE I - RECITALS

Section 101. The Act. Pursuant to Sections 4-59-1 through 4-59-16, New Mexico Statutes Annotated, 1978 Compilation, as amended (collectively, the "Act"), the Issuer is authorized to acquire, construct and equip certain industrial or commercial projects and to issue industrial revenue bonds to finance such projects and certain related costs. Such bonds are payable by the Issuer solely out of revenue of the leasing of such projects. Such bonds may be further secured by, among other things, a mortgage and lien upon the properties acquired, constructed and equipped as part of the project. Under the Act, a project may include land, buildings, machinery, equipment and other property deemed necessary in connection with such project.

Section 102. Government Proceeding. The Company has presented to the Lea County Commission, a proposal relating to the issuance of taxable industrial revenue bonds and the development and equipping of a solar power generation facility. The Issuer, by County Commission Ordinance No. _____ adopted on _____ __, 2019 (the "Ordinance"), authorized, among other matters, (i) the issuance of its Lea County, New Mexico, Taxable Industrial Revenue Bonds (Tip Top Solar Energy Center LLC Project), Series 2019 (the "Bonds"), in the principal amount not to exceed $215,000,000 and substantially in the form of Exhibit A and (ii) the execution and delivery of this Indenture.

Section 103. Indenture; Lien; Collateral Pledge. The Bonds are to be issued under this Indenture (together with any and all amendments and supplements, (this "Indenture"), which constitutes a collateral pledge of the Agreement (defined below).

Section 104. The Agreement. The Issuer has entered into a Lease Agreement (together with any and all amendments and supplements, the "Agreement"), dated as of the date of this Indenture, with the Company under which the Issuer has leased the Project Property to the Company, and the Company has agreed to make rental payments in amounts sufficient to pay the principal of, interest on and redemption price of the Bonds. For the purpose of providing security for the payment of the principal of, interest on and redemption price of the Bonds, the Issuer wishes to assign to the Purchaser certain of its interests in the Agreement but reserving its rights under the Agreement to certain payments, reimbursement for certain costs and expenses, and to give consents and to be indemnified.

Section 105. Conditions Precedent Performed. The Issuer is not aware of any act, condition and thing required on the part of the Issuer by the Constitution and laws of the State of New Mexico to happen, exist or be performed precedent to and in the execution and delivery of this Indenture, the Agreement and the issuance of the Bonds, except such as do exist and have happened and been performed.

ARTICLE II - DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 201. Meanings of Words and Terms. All capitalized words and terms defined in the Agreement have the same meanings when used in this Indenture if not also defined in this Indenture. Defined terms in all Bond Documents have consistent meanings unless otherwise expressed. In addition:

"Acquisition Fund" has the meaning assigned in Section 701.

"Act" has the meaning assigned in Section 101.

"Agreement" has the meaning assigned in Section 104.

"Authorized Company Representative" means any one of the persons at the time designated to act on behalf of the Company in a certificate furnished to the Issuer and the Depositary containing the specimen signatures of such persons and signed on behalf of the Company by an officer of the Company.

"Bonds" have the meaning assigned in Section 102.

"Bond Documents" means this Indenture, the Agreement and the Bond Purchase Agreement.

"Bond Fund" has the meaning assigned in Section 602.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated the date of the execution and delivery of this Indenture among the Purchaser, the Issuer and the Company.

"Business Day'' means any day that is not a Saturday or Sunday or a day on which banking institutions in the State or in the County of payment are authorized or required to close.

"Company" has the meaning assigned in the first paragraph of this Indenture.

"Certificate of Qualified Investor'' means the certificate attached hereto as Exhibit E.

"Completion Certificate" means a certificate by the Company certifying that the Project is complete and all costs have been paid for or provisions have been made for their payment, in the form attached hereto as Exhibit D.

"Depositary'' has the meaning assigned in the first paragraph of this Indenture.

"Event of Default" has the meaning assigned in Section 901.

"Final Maturity Date" means _____ __, 20__.

"Indenture" has the meaning assigned in Section 103.

"Issue Date" means the date of issuance and delivery of the Bond to the Purchaser.

"Issuer" has the meaning assigned in the first paragraph of this Indenture.

"Ordinance" has the meaning assigned in Section 102.

"Parties" means the Company, the Issuer, the Purchaser and the Depositary.

"Party" means any one of the Parties.

"Payment Date" means _____ __, 20__.

"Payment of the Bonds" means payment in full of the principal of, interest on and redemption price of the Bonds in accordance with their terms and the provisions of this Indenture and payment of all fees and expenses of the Issuer, the Purchaser and the Depositary payable by the Company under this Indenture, the Agreement or the Bond Purchase Agreement.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision.

"Record Date" means each _____ __ while the Bonds are outstanding.

"Related Costs" means expenditures incurred or to be incurred by the Company with respect to the Project, including, without limitation, the acquisition, installation, construction and commissioning of the Project Property.

"State" means the State of New Mexico.

Section 202. Rules of Construction.

(a) The captions and headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

(b) All references in this Indenture to particular articles, sections or exhibits are references to articles or sections of or exhibits to this Indenture unless some other reference is established.

(c) Any inconsistency between the provisions of the Agreement and the provisions of this Indenture will be resolved in favor of the provisions of the Agreement.

Section 203. Bond Not General Obligations of Issuer. Neither the faith and credit nor the taxing power of the State or of any of its political subdivisions, including the Issuer, is pledged to the payment of the principal of, interest on or redemption price of the Bonds. The Bonds will be payable by the Issuer solely out of the Basic Rent, proceeds and receipts and other security pledged hereby. The principal of, interest on and redemption price of the Bonds will never constitute a debt or indebtedness or general obligation of the Issuer within the meaning of any State constitutional provision or statutory limitation. The Bonds will never constitute or give rise to a pecuniary liability of the Issuer or be a charge against its general credit or a charge against the general credit or the taxing powers of the State or any political subdivision thereof.

ARTICLE III- GRANT

Section 301. Assignment and Pledge. In consideration of the purchase of the Bonds by the Purchaser, and in order to secure the payment of the principal of (including, without limitation, all sums advanced by the Purchaser, with interest thereon, in accordance with the terms of this Indenture and the other Bond Documents (all references in this Indenture to the payment of principal of the Bonds shall include such sums)), interest on and redemption price of the Bonds, and in order to secure the performance by the Issuer of its obligations under this Indenture and the Bonds, the Issuer assigns and

pledges to the Purchaser and grants a mortgage and a security interest to the Purchaser in (i) all the Issuer's right, title and interest in and to the Agreement and any other easement, lease, sublease, license, concession or other grant of a possessory or use interest in the Project Property to the extent the Issuer has any interest therein but reserving its rights under the Agreement to payments under Sections 5.3(b), 6.2, 6.3, 6.4 and 6.5 of the Agreement, to reimbursement for certain costs and expenses, to receive notices, to give consents and to be indemnified; (ii) the moneys and investments in the Acquisition Fund and the Bond Fund and all reserves payable to the Issuer pursuant to the Agreement or this Indenture (including, without limitation, insurance and eminent domain proceeds) with respect to the Project Property; (iii) all lease rentals, revenues, profits, and receipts receivable by or on behalf of the Issuer from the Project Property and (iv) the Project Property.

Section 302. Release. If (i) the principal of and interest on the Bonds are paid by the Issuer in full to the Bond Fund, as provided for herein, (ii) the Purchaser has received all sums due it under the Bond Documents, and (iii) the Issuer keeps, performs and observes all agreements, covenants and provisions under this Indenture, then all obligations of the Issuer as to the Bonds under this Indenture will terminate, and the Purchaser will cancel and discharge the lien of this Indenture and execute and deliver to the Issuer and the Company such instruments in writing as may be required to evidence such discharge. The Clerk and/or the County Manager of the Issuer are authorized to accept a certificate of the Purchaser, that all principal and interest due on the Bonds has been paid as evidence of the satisfaction of this Indenture.

ARTICLE IV- AUTHORIZATION, FORM, EXECUTION AND DELIVERY OF BONDS

Section 401. Authorization; Authorized Amount of the Bonds. The Bonds are hereby authorized to be issued under this Indenture and secured by this Indenture. The Bonds will be issued as a single fully registered bond without coupons, in the maximum principal amount not to exceed $215,000,000. The Bonds will be numbered consecutively beginning with R-1. The Bonds may not be issued under this Indenture except in accordance with this Article.

Section 402. Form of Bond. The Bonds will be in substantially the form of Exhibit A. The Bonds will be dated the date of the execution and delivery of this Indenture and will bear interest on Advances made pursuant to Section 702 at the rate of four percent (4%). All interest on the Bonds will be calculated from the date of advance for all periods on the basis of a 360-day year of twelve thirty-day months. Accrued interest shall be payable on the Payment Date, with the outstanding principal amount of the Bonds plus all interest thereon due and payable in full on the Final Maturity Date. Principal and interest, as applicable, will be payable by the Issuer from the Basic Rent received from the Company to the owner of the Bonds on the immediately preceding Record Date upon presentation of the Bonds for cancellation at the offices of the Issuer. All payments will be made in lawful money of the United States.

Section 403. Execution and Delivery; Payment. The Bonds will be signed by the Chairman of the Board of County Commissioners of the Issuer and delivered to the Purchaser on the date of the execution and delivery of this Indenture. Subject to the terms and conditions of the Bond Purchase Agreement, the Purchaser will purchase the Bonds and will pay the purchase price of the Bonds to the Issuer as set forth in Section 701.

Section 404. Registration and Transfer of the Bond. The Company on behalf of the Issuer will cause to be kept at its office a book for the registration and transfer of the Bonds. The registration book will be open to inspection by the Issuer upon advance notice during the Company's normal business hours.

The Bonds, together with the obligation to fund advances thereunder, may be transferred by the Purchaser in whole, but not in part, in person or by duly authorized attorney, in the registration book upon (i) surrender of the Bonds, (ii) delivery of a written transfer instrument, and (iii) compliance with Securities Act of 1933, as amended (the "Federal Securities Act"), and applicable state securities laws as established to the satisfaction of the Issuer, and delivery to the Issuer and the Company of (A) an opinion, in form and substance satisfactory to the Issuer, from legal counsel experienced in securities laws matters, which counsel must be satisfactory to the Issuer, to the effect the transfer complies with the Federal Securities Act and applicable state securities laws and (B) written representations from the transferee, in form and substance satisfactory to the Issuer (including, but not limited to the form of Certificate of Qualified Investor), necessary to establish such compliance all as further set forth in the Bonds form attached as Exhibit A. Such Issuer approval shall be in writing. In the case of a transfer under this Section 404, the Issuer agrees that it will cooperate in delivering a new Bond, registered in the name of the transferee. The person requesting the transfer will pay any tax or fee or other charge imposed on the transfer and will pay the Issuer's expenses in connection therewith. The Issuer may deem and treat the person in whose name the Bond is registered as the absolute owner thereof for the purpose of receiving payment and for all other purposes, and all such payments made to any such registered owner or upon its written order will be valid and effectual to satisfy and discharge the liability upon the Bond, to the extent of the sum or sums paid; and the Issuer will not be affected by any notice to the contrary.

The Issuer acknowledges that the Purchaser may assign its rights to receive payments of principal, interest and any amounts due under the Bonds to any party without the consent of the Issuer.

Section 405. Lost, Stolen, Destroyed and Mutilated Bond. If the Issuer receives satisfactory evidence that any Bonds have been lost, stolen, destroyed or mutilated and receives satisfactory indemnity, and the mutilated Bonds are surrendered and cancelled, then the Issuer will execute and deliver new Bonds. The applicant for new Bonds will pay any charges and expenses in connection with the issuance of the new Bonds. New Bonds issued under this Section will be an original contractual obligation of the Issuer and will be entitled to all of the benefits of this Indenture. The provisions of this Section with respect to the replacement of the lost, stolen, destroyed or mutilated bonds are exclusive.

Section 406. Cancellation and Destruction of the Bonds by Issuer. If the Bonds are delivered to the Issuer for cancellation, the Bonds will be cancelled immediately and destroyed by the Issuer.

Section 407. Application of Payments for Bonds. All payments received by the Issuer under the Agreement with respect to the Bonds will be applied first to accrued interest on the Bonds on the next date for the payment of such interest and, second, to the unpaid principal of the Bonds. If such payments exceed accrued interest on and the unpaid principal of the Bonds, and any other amounts owed, the excess will be paid to the Company. The parties acknowledge that the Company may pay, discharge and redeem the Bonds by offsetting amounts owed under the Bonds to the Purchaser against monies owed to the Company by the Purchaser, including but not limited to monies advanced by or on behalf of the Company to or on behalf of the Purchaser in anticipation of making Bond advances under this Indenture.

ARTICLE V- REDEMPTION

Section 501. Redemption. If the Company gives notice to the Issuer, the Depositary and the Purchaser pursuant to Article IX of the Agreement that the Company has elected to cause redemption of the Bonds in full or in part and the Company pays the redemption price, all or such portion of the Bonds will be deemed redeemed by the Issuer on the date indicated in such notice at a redemption price equal to the principal amount to be redeemed plus accrued interest on such principal amount to the redemption

date. If the Company redeems the Bonds in full before the Completion Date, any monies held in the Acquisition Account shall be returned to the Company.

ARTICLE VI- BOND REVENUES AND FUNDS

Section 601. Source of Payment of the Bonds. The Bonds and all payments by the Issuer under this Indenture are not general obligations of the Issuer, and shall never constitute indebtedness of the Issuer, but are the limited, special obligations of the Issuer payable solely from revenues and receipts derived from the leasing of the Project Property under the Agreement and other security pledged to payment of the Bonds under this Indenture. The Project Property has been leased under the Agreement and the Basic Rent is to be remitted by the Company directly to the Purchaser on or before the Payment Date, subject to the rights of offset set forth in Section 5.4(b) of the Agreement. The portion of the Basic Rent necessary to pay amounts owing on the Bonds is to be deposited in the Bond Fund (except for any payments which are satisfied pursuant to the exercise of the right of offset as set forth in Section 5.4(b) of the Agreement). The Basic Rent is sufficient in amount to insure the prompt payment of the principal and accrued interest on the Bonds and the entire amount of the Basic Rent is pledged to the payment of principal and accrued interest on the Bonds.

Section 602. Creation of the Bond Fund, Payments. A fund shall be created for the benefit of Issuer by the Company and designated "Tip Top Solar Energy Center LLC Project Series 2019 Bond Fund" (the "Bond Fund"). There will be deposited into the Bond Fund, as and when received (i) the Basic Rent (except to the extent offset pursuant to Section 5.4(b) of the Agreement), and (ii) all other moneys required to be deposited into the Bond Fund pursuant to this Indenture and the Agreement. The interest and other income received on investments of the Bond Fund moneys as provided in Section 708 will be retained in the Bond Fund. The Company covenants that so long as the Bonds are outstanding, it will deposit or cause to be deposited solely from the sources stated in Section 601, into the Bond Fund for Issuer's account, sufficient sums from revenues and receipts from the Project Property promptly to meet and pay the installments of interest, or of principal and interest, as applicable, on the Bond (except to the extent that any payments of principal, interest or redemption price are to be made pursuant to the right of offset set forth in Section 5.4(b) of the Agreement). The Parties acknowledge that Section 4-59-3 NMSA provides that it is not intended that any county itself be authorized to operate any manufacturing, industrial or commercial enterprise under the Act and, accordingly, the Issuer has no intention of taking possession of or operating the Project Property.

Section 603. Use and Custody of the Bond Fund. The moneys in the Bond Fund will be used solely for payment of principal of and interest on the Bonds, except as provided in Sections 604 and 905. The Bond Fund will be in the custody of the Company, and the Company will withdraw sufficient funds from the Bond Fund to pay the installments of principal and interest on the Bonds as due (except to the extent that any payments of principal, interest or redemption price are to be made pursuant to the right of offset set forth in Section 5.4(b) of the Agreement).

Section 604. Repayment to the Company from the Bond Fund. Any amounts remaining in the Bond Fund after actual payment in full of the Bonds, the fees, charges and expenses of the Issuer and the Purchaser, administrative expenses and other amounts required to be paid by the Company under the Agreement will be paid to the Company upon expiration of the Agreement.

Section 605. Investments. Moneys on deposit in the Bond Fund may be invested and reinvested by the Company. Such investments will be deemed at all times to be a part of the Bond Fund. Any interest received on any such investment and any profit realized from such investment will be credited to the Bond Fund. Any loss resulting from any such investment will be charged to the Bond Fund. The Company will use all reasonable efforts to sell at the best price obtainable or present for

redemption any such investment when necessary in order to provide cash to meet any payment or transfer from the Bond Fund.

Section 606. Non-presentment of the Bond. If the Bonds are not presented for payment when the final payment of principal and interest is due, and if there are funds sufficient to make such final payment deposited with the Company, all liability of the Issuer for payment of the Bonds will cease. Interest shall not accrue after the Final Maturity Date. The Purchaser will be restricted to such funds for any claim against the Issuer relating to the Bonds.

Section 607. No Liability. Issuer will not be liable or responsible for any misapplication of funds, loss, liability or expense (or failure to realize profits) with respect to the Bond Fund and Company shall indemnify and hold Issuer harmless from and against all claims, liabilities or whatsoever nature arising from or relating to the Bond Fund or Company's management of the Bond Fund.

ARTICLE VII- ACQUISITION FUND

Section 701. Creation of the Acquisition Fund; Deposits. A fund is hereby created with the Depositary and designated "Tip Top Solar Energy Center LLC Project Series 2019 Acquisition Fund." Subject to the terms of the Bond Purchase Agreement, the Purchaser will purchase the Bonds on the date of execution and delivery of the Indenture and will pay the purchase price of the Bonds through the Advances described in Section 702. The proceeds of the sale of the Bonds, the interest and other income received on investments of the Acquisition Fund moneys as provided in Section 708 will be retained in the Acquisition Fund. The moneys in the Acquisition Fund will be held by the Depositary and will be applied to the payment of Related Costs and, pending such application, will be subject to a lien in favor of the Purchaser or its assignee to secure payment of principal and accrued interest on the Bonds. The Acquisition Fund will be in the custody of the Depositary, and the Depositary is authorized and directed to wire from or issue checks on the Acquisition Fund for the payment of Related Costs pursuant to Section 702.

Section 702. Disbursements. The Company may request Advances from time to time to finance the Project (each, an "Advance") by delivery of a Requisition Notice to the Purchaser and the Depositary in the form attached hereto as Exhibit C (the "Requisition Notice"). On or before the fifth business day following receipt of the Requisition Notice from the Company requesting an Advance, so long as no Event of Default has occurred and is continuing, the Purchaser will pay or cause to be paid the amount of the Advance requested in such Requisition Notice to the Depositary for deposit in the Acquisition Fund, provided, however, that the aggregate amount of such Advances shall not exceed $215,000,000. The Depositary will make payments of Related Costs from the Acquisition Fund not later than the business day following the date of receipt of payment of the amount of the Advance from Purchaser, provided that immediately available funds are on deposit therein. The Requisition Notice signed by an Authorized Company Representative shall state to whom the payment is to be made, the general purpose for which the obligation to be paid was incurred, and that:

(a) obligations in the stated amounts were incurred for Related Costs and are due and payable (or, if the Company is indicated as the payee, were duly paid by the Company) and that each item is a proper charge against the Acquisition Fund and has not been the subject of a previous withdrawal from the Acquisition Fund; and

(b) to the best knowledge of such Authorized Company Representative there has not been filed with or served upon the Issuer or the Company notice of any lien, right or attachment upon, or claim, other than such lien, right, attachment or claim as are filed or made in the ordinary course of constructing and operating the Project, affecting the right of any such payees to receive payment of, the

respective amounts stated in such requisition which has not been released or will not be released simultaneously with the payment of such obligation; and

(c) with respect to any item for payment for labor or to contractors, builders or materialmen, (i) the obligations stated have been properly incurred, (ii) such work was actually performed or such materials or supplies were actually furnished or installed in or about the Project, and (iii) either such materials or supplies are not subject to any lien or security interest or any such lien or security interest will be released or discharged upon payment of the requisition.

Section 703. Records. The Depositary will keep and maintain all Requisition Notices and adequate records pertaining to the Acquisition Fund, and payments made therefrom, which will be open to inspection by the Issuer, the Purchaser, the Company, or their agents, upon advance notice, during normal business hours.

Section 704. Depositary May Rely on Requisitions. All writings, requisitions and certificates received by the Depositary as conditions of payment from the Acquisition Fund, and which are proper and complete on their face, may be conclusively relied upon by the Depositary and will be retained by the Depositary, subject at all reasonable times, upon advance notice, to examination by the other Parties and their respective agents and representatives.

Section 705. Status Reports. At least annually, the Depositary will make a written report covering all receipts and moneys then on deposit in the Acquisition Fund, and will report any investments of such moneys and all transfers and disbursements of such moneys as of and for the preceding year. The reports will be prepared in conformity with the provisions of this Indenture, and copies of each report will be filed with the Purchaser, the Company, and, if requested by the Issuer, with the Issuer, not later than the fifteenth day of the month following the year covered by the report.

Section 706. Completion Date. Upon receipt of a certificate substantially in the form of Exhibit D signed by an Authorized Company Representative establishing the Construction Completion Date, as established in Section 4.4 of the Agreement, the Depositary will set aside in the Acquisition Fund the moneys necessary for the payment of the Related Costs incurred by the Company but not then due or payable as set forth in such certificate, and then will transfer any other moneys remaining in the Acquisition Fund to the Company or its assignee.

Section 707. Payment on Acceleration. If the Purchaser declares the unpaid principal of and accrued interest on the Bond to be immediately due and payable pursuant to Section 902(a), the Depositary will promptly, upon receipt of notice of such declaration from the Purchaser or its assignee, return all moneys then held for the credit of the Acquisition Fund in accordance with Section 905 to the Purchaser or its assignee for application to the unpaid principal of and accrued interest on the Bonds.

Section 708. Investments. Moneys on deposit in the Acquisition Fund may be invested and reinvested by the Depositary, at the written direction of an Authorized Company Representative. Such investments will be deemed at all times to be a part of the Acquisition Fund. Any interest received on any such investment and any profit realized from such investment will be credited to the Acquisition Fund. Any loss resulting from any such investment will be charged to the Acquisition Fund. The Depositary will use all reasonable efforts to sell at the best price obtainable or present for redemption any such investment when necessary in order to provide cash to meet any payment or transfer from the Acquisition Fund. Neither the Depositary nor the Issuer will be responsible for any loss, liability or expense (or failure to realize profits) resulting from any such investment. The Depositary may make any such investment through its own or its affiliated bond or investment department, unless otherwise directed in writing by an Authorized Company Representative.

Section 709. No Liability. Issuer will not be liable or responsible for any misapplication of funds, loss, liability or expense (or failure to realize profits) with respect to the Acquisition Fund and the Company shall indemnify and hold Issuer harmless from and against all claims, liabilities or whatsoever nature arising from or relating to the Acquisition Fund or the Company's management of the Acquisition Fund.

ARTICLE VIII- PARTICULAR COVENANTS AND PROVISIONS

Section 801. Extent of Covenants; Disclaimer of Liability. It is expressly made a condition of this Indenture that any covenants, stipulations, obligations, representations or agreements herein contained or contained in the Bonds or this Indenture do not and will never give rise to a personal or pecuniary liability of any present or future officer, employee or agent of the Issuer, or be a charge against the general credit or taxing powers of the Issuer, and in the event of a breach of such covenant; stipulation, obligation, representation or agreement, no personal or pecuniary liability of any present or future officer, employee or agent of the Issuer, or charge payable by the Issuer directly or indirectly from the revenues of the Issuer, other than the Basic Rent, will arise therefrom. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR OF ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE ISSUER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, INTEREST ON OR REDEMPTION PRICE OF THE BONDS. THE PRINCIPAL OF, INTEREST ON AND REDEMPTION PRICE OF THE BONDS WILL NEVER CONSTITUTE A DEBT OR INDEBTEDNESS OR GENERAL OBLIGATION OF THE ISSUER WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR LAWS OF THE STATE. THE BONDS OR THIS INDENTURE WILL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE STATE, ANY OF ITS POLITICAL SUBDIVISIONS OR OF THE ISSUER OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS. NONE OF THE PROVISIONS OF THIS INDENTURE SHALL REQUIRE THE ISSUER TO EXPEND OR RISK ITS OWN FUNDS OR TO OTHERWISE INCUR FINANCIAL LIABILITY IN THE PERFORMANCE OF ANY OF ITS DUTIES OR IN THE EXERCISE OF ANY OF ITS RIGHTS OR POWERS HEREUNDER.

Section 802. Performance; Authority. The Issuer covenants that it will faithfully perform all covenants and provisions contained in this Indenture and in the Bonds. The Issuer represents that it is duly authorized under the Constitution and laws of the State of New Mexico, including the Act, to issue the Bonds, to execute and deliver this Indenture, to grant a security interest in the property described in this Indenture, to pledge the rentals and other revenues described in this Indenture and that it has, to its knowledge, taken all actions required on its part for the issuance of the Bond, and for the execution and delivery of this Indenture and the Agreement.

Section 803. Office or Agency. The Issuer will maintain an office or agency in Lea County, New Mexico, while the Bonds are outstanding and where demands with respect to this Indenture or the Bonds may be made. The office of the County Manager of the Issuer will be such agency until further notice.

Section 804. Obligations Under the Agreement. The Issuer: (i) will perform all of its obligations under the Agreement; (ii) will not execute or agree to any change, amendment or modification of or supplement to the Agreement except in accordance with the provisions thereof and Section 1101 of this Indenture; and (iii) will not agree to any abatement, reduction or diminution of the Basic Rent without the written approval of the Purchaser. The parties acknowledge that the Issuer has no obligation to enforce the Agreement but any actions taken by the Issuer to enforce the Agreement shall be at the expense of the Company.

Section 805. Use and Possession by the Company. So long as not otherwise provided in this Indenture or the Agreement, the Company will be permitted to possess, use and enjoy the Project Property so as to carry out its obligations under the Agreement.

Section 806. Instruments of Further Assurance. The Issuer will, at the expense of the Company or the Purchaser, execute, acknowledge, deliver and perform such supplemental indentures or such further acts, instruments, documents and transfers as the Depositary or the Purchaser may reasonably require for better assuring, transferring, mortgaging and pledging unto the Depositary or the Purchaser all the property and revenues and receipts pledged to the payment of the Bond under this Indenture.

Section 807. Recording of Indenture. Supplemental Indentures and Other Documents. The Company will cause this Indenture, the Agreement, and all supplements to this Indenture and the Agreement, as well as all security instruments, financing statements, continuation statements and any other instruments as may be required, to be recorded or filed in such manner and places as required to fully preserve and protect the security of the Purchaser and the rights of the Depositary, including recording in the real estate records of Lea County, New Mexico. The Depositary will have no responsibility to make any such filings except for filings as the Company may from time to time request, and the Issuer will have no responsibility to make any such filings.

ARTICLE IX- EVENTS OF DEFAULT AND REMEDIES

Section 901. Events of Default. Each of the following events is an "Event of Default:"

(a) Failure to pay any installment of principal or interest due under the Bonds when due and such failure continues unremedied for a period of 30 days after the provision by the Issuer or the Purchaser of written notice of non-payment;

(b) An Event of Default under the Agreement or any other Bond Document (other than this Indenture) occurs and is continuing;

(c) The Company fails to perform any covenant contained in this Indenture or the Bond Documents, other than as specified in subsections (a) and (b) above, and such failure is not cured within 30 days after receipt by the Company of the written notice of such failure unless the Purchaser shall agree in writing to the extension of such time prior to its expiration.

Section 902. Remedies on Events of Default. Upon the occurrence of an Event of Default, the Purchaser will have the following rights and remedies:

(a) Acceleration. The Purchaser or its assignee may, by written notice given to the other Parties, declare the principal amount of the Bond outstanding to be immediately due and payable and principal and interest thereon will become immediately due and payable; provided, however, that the Purchaser or its assignee, by written notice to the other Parties, may annul such declaration and destroy its effects and waive any such default: (i) if all covenants, conditions and agreements with respect to which such default shall have been made shall be fully performed, (ii) all arrears shall have been paid on any installment of interest and principal which has been theretofore due, plus (to the extent permitted by law) interest thereon from the due dates, and (iii) all reasonable charges and expenses of the Issuer, the Purchaser, the Depositary and their agents and counsel shall have been paid or provided for. Any such declaration that the Bond is due and payable will be deemed to be a redemption of the Bond; and

(b) Suit for Judgment on the Bonds. The Purchaser will be entitled to sue either for the specific enforcement of any covenant or agreement contained herein, or in any of the Bond Documents, or in and of the execution of any power herein granted and/or for and recover judgment, either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture or for the enforcement of any of its rights, but any such judgment against the Issuer will be enforceable only against the funds and accounts related to and held under this Indenture for the Bonds. There will not be authorized any deficiency judgment against the Issuer. No recovery of any judgment by the Purchaser will in any manner or to any extent affect the lien of this Indenture or any rights, powers or remedies of the Purchaser hereunder, but such lien, rights, powers and remedies of the Purchaser will continue unimpaired; and

(c) Enforcement of Rights Under Agreement. The Purchaser or its assignee may, as assignee of specified interests of the Issuer in the Agreement, enforce any remedy available to the Issuer under the Agreement (except the remedies of the Issuer pursuant to Section 8.3 of the Agreement) and under any other lease, sublease, license or other grant of a possessory or use interest in the Project Property.

No right or remedy confirmed on any Party hereunder is intended to be exclusive of any other right or remedy confirmed on such Party hereunder, but each and every such right or remedy will be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute; provided, that the remedy of Purchaser in respect of an Event of Default or other breach hereunder or any other Bond Document shall be limited in all cases to those expressly provided in Section 902.

Section 903. Rights and Remedies of Purchaser. The Purchaser will not have the right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust related thereto or for the appointment of a receiver or any other remedy hereunder, unless an Event of Default has occurred and is continuing of which the Company has been notified, it being understood and intended that the Purchaser will not have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its actions or to enforce any right hereunder except in the manner herein provided. Nothing in this Indenture will, however, affect or impair the right of the Purchaser to enforce the payment of the principal of and interest on the Bond, when due or at and after the maturity thereof, or the obligation of the Issuer to pay the principal and interest on the Bonds at the time and place and from the revenues provided in this Indenture or in the Bonds.

Section 904. Issuer and Depositary Not Responsible. Neither the Issuer nor the Depositary has any responsibility or right to act on behalf of the Purchaser with respect to any Event of Default. All rights and remedies arising from or related to any Event of Default are solely the rights and remedies of the Purchaser; provided that, upon request and at the expense of the Purchaser, the Issuer will cooperate with the Purchaser in the lawful enforcement of such rights and remedies upon receipt of indemnity satisfactory to the Issuer in the Issuer's sole discretion against any out-of-pocket costs and expenses incurred by the Issuer in its sole discretion (including any counsel fees and expenses) or liability the Issuer may incur or suffer as a result of or in connection with such cooperation.

Section 905. Application of Moneys. All moneys received by the Issuer or the Purchaser pursuant to any right given or action taken under the provisions of this Article will, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities, and expenses incurred or made by the Issuer and the Purchaser, will be applied first to pay the fees and expenses of the Issuer and the Depositary; then to the payment of charges due the Purchaser pursuant to the Bond Documents, and then to the payment of interest and principal due and unpaid on the

Bonds. Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys will be applied at such times, and from time to time, as the Issuer will determine.

Whenever the Bonds and interest thereon have been paid under the provisions of this Section and all expenses and charges of and payments due to the Purchaser, the Issuer and the Depositary (and their respective counsel and agents) under this Indenture and the Agreement have been paid, any balance remaining will be paid to the Company or its assignee as provided in Section 604.

Section 906. Purchaser to File Proofs of Claim. In the case of any insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceedings affecting the Project Property or the Company, the Purchaser and the Issuer will, to the extent permitted by law, be entitled to file such proofs of claims and other documents as may be necessary or advisable in order to have claims of the Purchaser or the Issuer, respectively, allowed in such proceedings for the entire amount due and payable by the Issuer, or by the Company, as the case may be, under the Indenture or the Agreement, at the date of the institution of such proceedings and for any additional amounts which may become due and payable after such date.

Section 907. Delay or Omission; No Waiver. No delay or omission of the Purchaser to exercise any right or power accruing upon any Event of Default will exhaust or impair any such right or power or shall be construed to be a waiver of any such Event of Default, or acquiescence therein; and every power and remedy given by this Indenture to the Purchaser may be exercised from time to time and as often as may be deemed expedient by the Purchaser.

Section 908. No Waiver of One Default to Affect Another. No waiver of any Event of Default by the Purchaser will extend to or affect any subsequent or any other then existing Event of Default or shall impair any rights or remedies consequent thereon.

Section 909. Discontinuance of Proceedings on Default; Position of Parties Restored. In case the Purchaser shall have proceeded to enforce any right under this Indenture by foreclosure, entry, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Purchaser, then and in every such case the Issuer and Purchaser will be restored to their former positions and rights under this Indenture with respect to the Project Property and all rights, remedies, and powers of the Purchaser will continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Purchaser may, in its discretion, waive any Event of Default and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds. In case of any such waiver or rescission, or in case any proceeding taken by the Purchaser on account of any such Event of Default shall have been discontinued or abandoned or determined adversely to the Purchaser, then in every such case the Issuer and the Purchaser shall be restored to their former respective positions and rights hereunder, and the Event of Default which was waived will be considered to be cured, but no waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

ARTICLE X-THE DEPOSITARY

Section 1001. Acceptance of Duties. The Depositary accepts the duties imposed on it by this Indenture, but only on the following express terms and conditions:

(a) The Depositary undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations will be read into this Indenture against the Depositary.

(b) In the absence of negligence or willful misconduct on its part, the Depositary may conclusively rely on certificates or notices furnished to the Depositary and conforming to the requirements of this Indenture or the Agreement, as the case may be; but if any such certificates or notices are specifically required to be furnished to the Depositary under this Indenture or the Agreement, the Depositary will examine the same to determine whether they conform to the requirements of this Indenture or the Agreement, as the case may be.

(c) The Company hereby indemnifies and holds harmless the Depositary from and against any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Depositary may suffer or incur by reason of any action, claim or proceeding brought against the Depositary arising out of or relating in any way to this Indenture or any transaction to which the Indenture relates unless such action, claim or proceeding is the result of the negligence or willful misconduct of the Depositary. The indemnification shall survive the resignation, removal and termination of the Depositary. No provision of this Indenture will be construed to relieve the Depositary from liability for its own negligence or willful misconduct.

(d) The Depositary may consult with counsel and other professionals and the advice of such counsel and other professionals shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Depositary hereunder in good faith and in reliance thereon.

(e) The Depositary shall be under no obligation to take any action or exercise any right or power under the Indenture unless the Company shall first have provided to the Depositary, its directors, officers, agents and employees, security or indemnity satisfactory to the Depositary against the costs (including without limitation reasonable fees of attorneys), expenses and liabilities that might be incurred by the Depositary in connection herewith.

Section 1002. Compensation. The Company will pay directly to the Depositary its reasonable fees and charges and all of its reasonable expenses (including reasonable counsel fees and expenses).

Section 1003. Qualification. The Depositary must be an association or a corporation organized and doing business under the laws of the United States of America or of any state and be subject to supervision or examination by federal or state banking authorities. If at any time the Depositary ceases to be eligible in accordance with the provisions of this Section 1003, it will resign immediately in the manner and with the effect specified in Section 1004.

Section 1004. Resignation and Removal.

(a) No resignation or removal of the Depositary and no appointment of a successor Depositary will become effective until the acceptance of appointment by the successor Depositary under Section 1005.

(b) The Depositary may resign at any time upon 10 business days' written notice to the other Parties. If an instrument of acceptance by a successor Depositary has not been delivered to the retiring Depositary within 30 days after the giving of such notice of resignation, the retiring Depositary may petition any court of competent jurisdiction for the appointment of a successor Depositary.

(c) The Depositary may be removed at any time by the Company upon 10 business days' written notice to the other Parties.

(d) The Depositary will be automatically removed on the occurrence of the Completion Date of the Project and the application of all moneys on deposit in the Acquisition Fund as provided in Section 706. No successor Depositary will thereafter be appointed and each reference to the Depositary in this Indenture and the Agreement will thereafter be ineffective.

(e) If the Depositary resigns or is removed (except as provided in subsection (d) of this Section 1004), the Company will promptly appoint a successor Depositary and give written notice of such appointment to the Issuer, the Purchaser and the retiring or removed Depositary.

Section 1005. Successor Depositary.

(a) Every successor Depositary appointed under this Indenture will execute, acknowledge and deliver to its predecessor and the other Parties an instrument accepting such appointment, and thereupon such successor Depositary, without any further act, will become fully vested with all the rights, and be subject to all the obligations, of its predecessor; but such predecessor will, nevertheless, on the request of its successor, the Issuer, the Company or the Purchaser execute and deliver an instrument transferring to such successor Depositary all the rights of such predecessor under this Indenture. Every predecessor will deliver all property, including all records relating hereto, and moneys held by it under this Indenture to its successor. The Issuer and the Purchaser will execute, acknowledge and deliver any instrument, satisfactory to each of them, required by any successor Depositary to more fully and certainly vest in such Depositary the rights vested in the predecessor Depositary by this Indenture.

(b) Notwithstanding any of the foregoing provisions of this Article, any Person qualified to act as Depositary under this Indenture with or into which the Person acting as Depositary may be merged or consolidated, or to which the assets and business of such Person may be sold, will automatically become the successor Depositary.

ARTICLE XI-SUPPLEMENTS AND AMENDMENTS TO INDENTURE

Section 1101. Other Supplemental Indentures. This Indenture may be supplemented or amended only by one or more instruments executed by the Issuer, the Purchaser and the Depositary.

Section 1102. Consent of the Company. Any supplemental indenture affecting the rights of the Company will not be effective unless and until the Company and, for so long as any obligations are outstanding under the Financing Agreement, the Bank, shall have consented in writing to the execution and delivery of such supplemental indenture.

ARTICLE XII- MISCELLANEOUS PROVISIONS

Section 1201. Notices. Any notice, demand, direction, request, consent, report or other instrument authorized or required by any of the Bond Documents to be executed, given or filed (excluding Uniform Commercial Code filings, recordings and other governmental filings) will be in writing and will be deemed to have been sufficiently given or filed for all purposes of the Bond Documents when delivered by hand delivery or on the third Business Day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Issuer: Lea County, New Mexico

If to the Purchaser: Tip Top Solar Energy Center IRB Holdings LLC
c/o Tip Top Solar Energy Center LLC

If to the Company: Tip Top Solar Energy Center LLC

If to the Depositary: The Bank of New York Mellon Trust Company, National Association

Any Party may, by notice to each of the other Parties, designate any further or different addresses to which subsequent notices, certificates or other communications are to be sent. Receipt by the Issuer, the Company and the Depositary of a notice from a transferee of the Bond will constitute notice of such a different address for the Purchaser.

Section 1202. Remedies. No right or remedy conferred on any Party in any of the Bond Documents is intended to be exclusive of any other right or remedy conferred on such Party in any of the Bond Documents. Each such right or remedy is in addition to every other right or remedy provided in any of the Bond Documents, or any other applicable agreement or contract; provided, that the remedy of the Issuer or the Purchaser in respect of an Event of Default or other breach hereunder or any other Bond Document shall be limited in all cases to those expressly provided in Section 902 hereunder or Article VIII of the Agreement, as the case may be. No delay or omission of any Party to exercise any such right or remedy will impair any such right or remedy or be construed to be a waiver. Every such right or remedy may be exercised from time to time and as often as the relevant Party may deem expedient. No waiver by any Party of any right or remedy with respect to any default or Event of Default will extend to or affect any other existing or subsequent default or Event of Default.

Section 1203. Beneficiaries. Nothing in any of the Bond Documents expressed or implied is intended or is to be construed to confer upon any Person other than the Parties any right, remedy or claim, legal or equitable.

Section 1204. Severability. In case any one or more of the provisions of any of the Bond Documents or of the Bonds are for any reason held to be illegal or invalid, such illegality or invalidity will not affect any other provision of any of the Bond Documents or of the Bonds, but the Bond Documents and the Bonds will be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement of the any Party contained in any of the Bond Documents or the Bonds is for any reason held to be in violation of law, then such covenant, stipulation, obligation or agreement will be deemed to be the covenant, stipulation, obligation or agreement of such Party to the full extent permitted by law.

Section 1205. Obligations of Issuer Not Obligations of Officials Individually. No obligation under any of the Bond Documents or the Bonds will be deemed to be an obligation of any present or future officer (including, without limitation, County Commissioners) or employee of the Issuer in his or her individual capacity, and no officer of the Issuer who executes the Bonds will be personally liable on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 1206. Payments Due on Days That Are Not Business Days. If the date for any payment called for under any of the Bond Documents or the Bonds is not a Business Day, then such payment will be made on the next Business Day and no interest on such payment will accrue for the period after the scheduled date for such payment.

Section 1207. Limitation of Issuer's Liability. No agreements or provisions contained in any Bond Document nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with any property of the Company financed, directly or indirectly, out of Bond proceeds or the issuance, sale and delivery of the Bonds will give rise to any pecuniary

liability of the Issuer, its officers, employees, agents or members of its governing body or constitute a charge against the Issuer's general credit, or obligate the Issuer financially in any way, except with respect to the Basic Rent, and its application as provided under this Indenture. No failure of the Issuer to comply with any terms, covenants or agreements in any Bond Document or in any document executed by the Issuer in connection with the Bonds will subject the Issuer, its officers and members of its governing body to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the Basic Rent. Without limiting the requirement to perform its duties or exercise its rights and powers under the Bond Documents upon receipt of appropriate indemnity or payment, none of the provisions of any Bond Document will require the Issuer to expend or risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under any Bond Document.

Section 1208. Successors. Wherever a Party is referred to in this Indenture, it shall be deemed to include its successors, and all covenants and agreements in this Indenture will bind and inure to the benefit of the such Party's successors.

Section 1209. Title, Headings. The title and headings of the articles, sections and subdivisions of this Indenture have been used for convenience only and will not modify or restrict any of the terms or provisions of this Indenture.

Section 1210. Consents and Approvals. In any action requiring the consent or approval of a party to this Indenture, such consent or approval will not be unreasonably withheld.

Section 1211. Execution in Counterparts. Each of the Bond Documents may be executed in multiple counterparts, all of which taken together will constitute one instrument. Any Party may execute any of the Bond Documents by executing any such counterpart of such Bond Document.

Section 1212. Applicable Law. The validity, construction and effect of each of the Bond Documents will be governed by and construed in accordance with the laws of the State applicable to agreements made and to be performed in the State of New Mexico.

[Remainder of Page Intentionally Left Blank]

DATED AS OF _____ __, 2019.

(SEAL)

Attest:

_____
County Clerk

BOARD OF COUNTY COMMISSIONERS,
LEA COUNTY, NEW MEXICO

By _____
Its Chair

STATE OF NEW MEXICO)
)
COUNTY OF ROOSEVELT)

This instrument was acknowledged before me on this _____ day of _____, 2019, by __ _____, as Chair of the Lea County Board of County Commissioners, governing body of Lea County, a political subdivision of the State of New Mexico.

_____
Notary Public

My Commission Expires: _____

(Signature Page for Indenture)

TIP TOP SOLAR ENERGY CENTER IRB HOLDINGS LLC,
as Purchaser

By _____
Name: _____
Title: _____

STATE OF)
)
COUNTY OF)

This instrument was acknowledged before me on this _____ day of _____, 2019, by __ _____, as _____ of _____, a _____ limited liability company..

(Signature Page for Indenture)

TIP TOP SOLAR ENERGY CENTER LLC

By _____
Name: _____
Title: _____

STATE OF)
)
COUNTY OF)

This instrument was acknowledged before me on this _____ day of _____, 2019, by _____, as _____ of Tip Top Solar Energy Center LLC, a Delaware limited liability company.

(Signature Page for Indenture)

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION,
as Depositary

By _____
Name: _____
Title: _____

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this _____ day of _____, 2019, by _____, _____ of The Bank of New York Mellon Trust Company, National Association.

_____
Notary Public

My Commission Expires: _____

(Signature Page for Indenture)

EXHIBIT A
THIS BOND IS TRANSFERABLE ONLY UPON COMPLIANCE WITH THE RESTRICTIVE TERMS PROVIDED BELOW

No. R-1 Up to $215,000,000

United States of America
State of New Mexico

Lea County, New Mexico
Taxable Industrial Revenue Bonds
(Tip Top Solar Energy Center LLC Project)
Series 2019

Registered Owner: TIP TOP SOLAR ENERGY CENTER IRB HOLDINGS LLC

FINAL MATURITY DATE	INTEREST RATE	ISSUE DATE
_____ _____, 20____	4%	November __, 2019

Lea County, a political subdivision of the State of New Mexico existing under the Constitution and laws of the State of New Mexico (the "Issuer"), for value received, promises to pay, solely from the sources described below, to Tip Top Solar Energy Center IRB Holdings LLC (together with its successors and assigns, and transferees as permitted below, the "Purchaser") Two Hundred Fifteen Million Dollars ($215,000,000) (subject to prior optional redemption as described below) or so much of such amount as has been advanced by the Purchaser and is outstanding and to pay, solely from such sources, to the Purchaser, interest on principal amounts advanced with respect to this Bond from the dates of such Advances at the Interest Rate specified above (computed on the basis of a 360-day year consisting of twelve 30-day months) until payment of such principal amount. Accrued interest in the amount of four percent (4%) of the outstanding principal amount of the Bonds shall be payable on the Payment Date, with the outstanding principal amount of the Bonds due and payable in full on the Final Maturity Date.

This Bond is issued under and pursuant to the Constitution and laws of the State of New Mexico, particularly Sections 4-59-1 to 4-59-16, NMSA 1978, as amended, and under and pursuant to Ordinance No. _____ duly adopted by the Issuer on _____ __, 2019.

The principal of, interest on and redemption price of this Bond are payable solely from Basic Rent derived by the Issuer from the Lease Agreement dated as of _____ __, 2019 (the "Agreement") between the Issuer and Tip Top Solar Energy Center LLC (the "Company"), which has been pledged and assigned by the Issuer to the Purchaser under the Indenture, dated as of _____ __, 2019 (together with any amendments and supplements, the "Indenture") among the Issuer, the Purchaser, the Company and The Bank of New York Mellon Trust Company, National Association, as Depositary (the "Depositary'').

Reference is made to the Indenture and the Agreement for the provisions, among others, with respect to the custody and application of the proceeds of the sale of this Bond, the collection and disposition of income and other revenues, a description of the account charged with and pledged to the payment of the principal of, interest on and redemption price of this Bond, the nature and extent of the security, the terms and conditions under which this Bond is issued and amounts are to be advanced with respect to this Bond by the Purchaser, and the rights, duties and obligations of the Issuer, the Company, the Purchaser and the Depositary.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF NEW MEXICO OR OF ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE ISSUER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, INTEREST ON OR REDEMPTION PRICE OF THIS BOND. THE PRINCIPAL OF, INTEREST ON AND REDEMPTION PRICE OF THIS BOND WILL NEVER CONSTITUTE A DEBT OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR LAWS OF THE STATE OF NEW MEXICO. THIS BOND WILL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE STATE OF NEW MEXICO, ANY OF ITS POLITICAL SUBDIVISIONS OR OF THE ISSUER OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWERS.

This Bond may be called for redemption as provided in the Indenture, at the option of the Company as a whole or in part on any date selected by the Company, at a redemption price equal to the principal amount to be redeemed plus interest accrued on such principal amount to the redemption date.

If an Event of Default (as defined in the Indenture) occurs, the Purchaser may cause the then unpaid principal amount of this Bond and all accrued interest to be immediately due and payable as provided in the Indenture. Neither the Issuer nor the Depositary has any right or responsibility to act on behalf of the Purchaser with respect to any Event of Default.

This Bond may be transferred in whole but not in part. SUBJECT TO THE LAST PARAGRAPH OF SECTION 404 OF THE INDENTURE AND NOTWITHSTANDING ANY PROVISION OF THIS BOND TO THE CONTRARY, NEITHER THIS BOND NOR ANY INTEREST IN THIS BOND MAY BE, DIRECTLY OR INDIRECTLY, OFFERED, SOLD, HYPOTHECATED, ENCUMBERED OR OTHERWISE TRANSFERRED OR DISPOSED OF (INDIVIDUALLY AND COLLECTIVELY, A ‘‘TRANSFER”) EXCEPT IN COMPLIANCE WITH SECURITIES ACT OF 1933, AS AMENDED (THE “ACT’’), AND APPLICABLE STATE SECURITIES LAWS AS ESTABLISHED TO THE SATISFACTION OF THE ISSUER, AND ANY SUCH PURPORTED TRANSFER OF THIS BOND WILL NOT BE EFFECTIVE UNLESS THE TRANSFEROR PROVIDES TO THE ISSUER, THE DEPOSITARY AND THE COMPANY (A) AN OPINION, IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, FROM LEGAL COUNSEL EXPERIENCED IN SECURITIES LAWS MATTERS, WHICH COUNSEL MUST BE SATISFACTORY TO THE ISSUER, TO THE EFFECT THE TRANSFER COMPLIES WITH THE ACT AND APPLICABLE STATE SECURITIES LAWS AND (B) WRITTEN REPRESENTATIONS FROM THE TRANSFEREE, IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, NECESSARY TO ESTABLISH SUCH COMPLIANCE.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture have happened, exist and have been performed as so required.

The validity, construction and performance of this Bond are governed by the law of New Mexico applicable to agreements made and to be performed in New Mexico.

LEA COUNTY, NEW MEXICO

By:_____
Chair, Lea County
Board of County Commissioners

Attest

_____
Lea County Clerk

(Seal)

SCHEDULE OF ADVANCES AND PAYMENTS

Date	Amount Of Advance	Amount of Principal Payment or Redemption	Resulting Principal Amount	Notation Made By

EXHIBIT B
PROJECT SITE

The project site encompasses approximately _____ secured through ___ leases in Lea County, New Mexico.

[include description of location of project site]

EXHIBIT C
REQUISITION AND CERTIFICATE NO.

To: Tip Top Solar Energy Center IRB Holdings LLC, as Purchaser
The Bank of New York Mellon Trust Company, National Association, as Depositary

The undersigned, pursuant to the Indenture dated as of _____ __, 2019 (the "Indenture"), among Lea County, New Mexico (the "Issuer'), Tip Top Solar Energy Center IRB Holdings LLC (the "Purchaser''), Tip Top Solar Energy Center LLC (the "Company") and The Bank of New York Mellon Trust Company, National Association (the Depositary"), requests on behalf of the Company, the disbursement of $_____ from the Acquisition Fund (as defined in the Indenture) to pay the following costs and expenses (or to reimburse the Company for payment of such costs and expenses) related to the Project (as defined in the Indenture) or to the issuance of the Bonds (as defined in the Indenture):

Amount	General Classification Of Expenditure	Payee
$		

Amount of this requisition: $_____

The undersigned certifies that:

(1) obligations in the stated amounts were incurred for Related Costs (as defined in the Indenture) and are due and payable (or, if the Company is indicated as the Payee, were duly paid by the Company) and that each item is a proper charge against the Acquisition Fund and has not been the subject of a previous withdrawal from the Acquisition Fund; and

(2) to the best knowledge of the undersigned there has not been filed with or served upon the Issuer or the Company notice of any lien, right or attachment upon, or claim affecting the right of any such payee to receive payment of, the respective amounts stated in such requisition which has not been released or will not be released simultaneously with the payment of such obligation; and

(3) with respect to any item for payment for labor or to contractors, builders or materialmen, (i) the obligations stated have been properly incurred, (ii) such work was actually performed or such materials or supplies were actually furnished or installed in or about the Project, and (iii) either such materials or supplies are not subject to any lien or security interest or any such lien or security interest will be released or discharged upon payment of this requisition.

DATED: _____

TIP TOP SOLAR ENERGY CENTER LLC

By _____
Name: _____
Title: _____
Authorized Company Representative

EXHIBIT D
COMPLETION CERTIFICATE

The undersigned Authorized Company Representative, pursuant to Section 706 of the Indenture, dated as of _____ __, 2019 (the "Indenture"), among Lea County, New Mexico, Tip Top Solar Energy Center IRB Holdings LLC, as Purchaser, Tip Top Solar Energy Center LLC (the "Company") and The Bank of New York Mellon Trust Company, National Association, as Depositary, states that, except for specified amounts remaining in the Acquisition Fund for any specified Related Costs as described in Appendix A hereto incurred by the Company, but not now due and payable, the Project is complete and all costs of labor, services, materials and supplies in connection with the Project Property have been paid for or provisions have been made for their payment. After the transfer of remaining moneys in the Acquisition Fund to the Company pursuant to Section 706 of the Indenture, the Company will have sole responsibility for the payment of any Related Cost in excess of the amount specified to be retained in the Acquisition Fund.

Moneys set aside for payment of pending expenses equal $_____ and total disbursements equal $_____

DATED: _____, _____

TIP TOP SOLAR ENERGY CENTER LLC

By _____
Name: _____
Title: _____
Authorized Company Representative

EXHIBIT E
CERTIFICATE OF QUALIFIED INVESTOR

Lea County, New Mexico

The Bank of New York Mellon Trust Company, National Association, as Depositary

Tip Top Solar Energy Center LLC

Re: Lea County, New Mexico
Taxable Industrial Revenue Bonds
(Tip Top Solar Energy Center LLC Project), Series 2019

Please be advised that the undersigned is purchasing the captioned Bonds (hereinafter referred to as the "Bonds"). Such purchase is for the account of the undersigned, for the purpose of investment and not with a present intent for distribution or resale. In the event that the undersigned transfers such Bonds, the undersigned shall comply with all provisions of the Indenture dated as of _____ __, 2019 (as amended from time to time, the "Indenture"), among Lea County, New Mexico (the "Issuer"), Tip Top Solar Energy Center IRB Holdings LLC, as Purchaser, Tip Top Solar Energy Center LLC (the "Company") and The Bank of New York Mellon Trust Company, National Association, as Depositary (the "Depositary"), as described in the Bonds. The undersigned assumes all responsibility for complying with any applicable federal and state securities laws in such regard and must present to the Depositary, the Issuer and the Company a Certificate of Qualified Investor executed by the proposed transferee, among other things as may be required by the agreements authorizing the Bonds, before such transfer will be effective.

The undersigned acknowledges that it is one of the following:

1. a bank as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), or savings and loan association or other institution as defined in Section 3(a)(S)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); insurance company as defined in Section 2(13) of the Securities Act; insurance company as registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; plan established and maintained by a state, its political subdivision, or any agency or instrumentality of a state or its political subdivision, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self directed plan, with investment decisions made solely by persons that are accredited investors;

2. a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

3. an organization described in Section 501(c)(3) of the Internal Revenue Code with total assets in excess of $5,000,000;

4. a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of this purchase exceeds $1,000,000, excluding the value of the primary residence of such person;

5. a natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with the person's spouse in excess of $300,000 in each of those years and who reasonably expects reaching the same income level the current year; or

6. one or more of the following, as indicated, that it is acting for its own account or the accounts of other Qualified Institutional Buyers and that it in the aggregate owns and/or invests on a discretionary basis at least $100 million in securities of issuers that are not affiliated with the Company:

(a) an insurance company, as defined in Section 2(13) of the Securities Act;

(b) an investment company registered under the Investment Company Act of 1940, as amended, or any business development company as defined in Section 2(a)(48) of that Act;

(c) a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

(d) a plan established and maintained by a state, its political subdivision or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;

(e) an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974;

(f) a trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in Paragraph (d) or (e) above, and not a trust fund that includes as participants individual retirement accounts or H.R. 10 plans;

(g) a business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (the "Investment Advisers Act");

(h) an organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation (other than a bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Securities Act or a foreign bank or savings and loan association or equivalent institution), partnership or similar business trust; or

(i) an investment adviser registered under the Investment Advisers Act;

7. a dealer registered pursuant to Section 15 of the Exchange Act, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least $10 million of securities of issuers that are not affiliated with the dealer, provided that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such dealer; or

8. a dealer registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a qualified institutional buyer; or

9. an investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a family of investment companies which own in the aggregate at least $100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. "Family of investment companies" means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided that, for purposes of this section:

(a) each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(b) investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries of the same parent, or if one investment company's adviser (or depositor) is a majority-owned subsidiary of the other investment company's adviser (or depositor);

10. an entity, all of the equity owners of which are qualified institutional buyers, acting for its own account or the accounts of other qualified institutional buyers; or

11. a bank as defined in Section 3(a)(2) of the Securities Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Securities Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least $100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least $25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale in the case of a U.S. bank or savings and loan association, arid not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution; or

12. any entity that is acquiring the Bond for the purpose of facilitating investment therein by "qualified institutional buyers" as defined under Rule 144A promulgated under the Securities Act; or

13. Tip Top Solar Energy Center LLC, the parent or subsidiary thereof, or any affiliated entity.

The undersigned further acknowledges that (i) interest on the Bonds is not exempt from gross income for federal income tax purposes, and (ii) an opportunity was available to obtain and that the undersigned has obtained all materials which were regarded as necessary to evaluate the merits and risks of investment in the Bonds and after such evaluation, the undersigned understands and knows that investment in the Bonds involves certain risks, including, but not limited to, those related to limited security and source for payment of the Bonds and the probable lack of any secondary market for the Bonds.

The undersigned acknowledges, warrants and represents that the undersigned is experienced in transactions such as those relating to the Bonds and that the undersigned is knowledgeable and fully capable of independently evaluating the risks involved in investing in the Bonds. The undersigned further acknowledges that neither the Issuer nor any of its officials, counsel, agents or consultants is responsible for any information contained in or omitted from the materials furnished, whether directly or by any other

means, relating to the Bonds and acknowledges that the undersigned will not look and has not looked to any of them to obtain such information on its behalf.

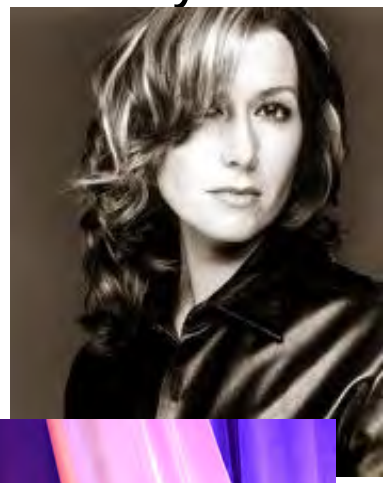
TIP TOP SOLAR ENERGY CENTER IRB HOLDINGS LLC,
as Purchaser

By _____
Name: _____
Title: _____

Address for Notices and
Payment of principal and interest:

_____
_____
_____
_____

Consideration of Lea County Resolution No. 19-MAY-133R Approving Recommendations from the Lea County Fair & Rodeo Board Approving the following Agreements Regarding the Entertainment During the 2019 84th Annual Lea County Fair & PRCA Rodeo:



- Friday, August 2, 2019 - Los Huracanes
- Tuesday, August 6, 2019 - Flatland
- Wednesday, August 7, 2019 - Amy Grant
- Thursday, August 8, 2019 - Cody Johnson
- Friday, August 9, 2019 - Ronnie Milsap
- Saturday, August 9, 2019 - Big & Rich

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, May 23, 2019

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: May 7, 2019

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	**SUBMITTED BY** Name/Title/Dept:
05/09/2019	Jim Kemp/General Manager/Lea County Fairgrounds
SUBJECT:	**ATTACHMENT(S):**
Entertainment Artists for the 2019 84th Annual Lea County Fair & PRCA Rodeo	1. Contract 2. Resolution
NO. OF ORIGINALS FOR SIGNATURE:	**ACTION REQUESTED:**
01 Resolution 01 Agreement 00 ***Select One**	Action Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:

Section 3.4 Quality of Life

4. Exposure to entertainment/# of entertainment options at County facilities

SUMMARY:

The Entertainment Committee's recommendation to the Lea County Fair & Rodeo Board of Los Huracanes to be the performing artist on Friday, August 2, 2019 during the Hispanic Heritage Celebration was approved by said Board. The contracted Entertainment Booking Agent negotiated with artist's management and services have been secured at a price of $115,000.00.

The specific G/L line item impacted: 462-34-2399.

The financial impact to Lea County will be expenditures from the Hispanic Heritage Night fund of $115,000. Funds are budgeted and available in 462-34-2399.

See Next Page

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.:	**See Additional Summary Attached**
Easel ☐ (If checked; how many:) Laptop ☑ Projector ☑ Other:	☑

SUBMITTER'S RECOMMENDATION(S):	**Submitter's Signature** Department Director, Etc.
It is the recommendation of the Lea County Fair Board Chairman that this resolution be approved.	Jim Kemp Digitally signed by Jim Kemp Date: 2019.05.09 18:14:32 -06'00'
FINANCE REVIEW Fiscal Impact/Cost: Finance Review Below Each Summary of the Artists	**Reviewed by Finance Director** Henry C Low Jr Digitally signed by Henry C Low Jr Date: 2019.05.13 09:24:55 -06'00'
LEGAL REVIEW: (Note: Travel does not need legal review)	**Reviewed by County Attorney**
COUNTY MANAGER REVIEW:	**Approved by County Manager** to be Placed on Agenda Digitally signed by Michael P. Gallagher II Date: 2019.05.22 19:39:36 -06'00'

Item 0301 **RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN**

Approved: _____ Denied: _____ Other: _____
Resolution No. 19-MAY-133R Policy No. _____ Ordinance No. _____
Continued To: _____ Referred To: _____ Comments: _____

Summary Form Continued...

The Entertainment Committee's recommendation to the Lea County Fair & Rodeo Board of Flatland Calvary to be the performing artist on Tuesday, August 6, 2019 was approved by said Board. The contracted Entertainment Booking Agent negotiated with artist's management and services have been secured at a price of $10,000.00.

The specific G/L line item impacted: 461-33-2399.

The financial impact to Lea County will be expenditures from the Fair & Rodeo Fund of $10,000. Funds are budgeted and available in 461-33-2399.

The Entertainment Committee's recommendation to the Lea County Fair & Rodeo Board of Amy Grant to be the performing artist on Wednesday, August 7, 2019 was approved by said Board. The contracted Entertainment Booking Agent negotiated with artist's management and services have been secured at a price of $50,000.00.

The specific G/L line item impacted: 461-33-2399.

The financial impact to Lea County will be expenditures from the Fair & Rodeo Fund of $50,000. Funds are budgeted and available in 461-33-2399.

The Entertainment Committee's recommendation to the Lea County Fair & Rodeo Board of Cody Johnson to be the performing artist on Thursday, August 8, 2019 was approved by said Board. The contracted Entertainment Booking Agent negotiated with artist's management and services have been secured at a price of $75,000.00.

The specific G/L line item impacted: 461-33-2399.

The financial impact to Lea County will be expenditures from the Fair & Rodeo Fund of $75,000. Funds are budgeted and available in 461-33-2399.

The Entertainment Committee's recommendation to the Lea County Fair & Rodeo Board of Ronnie Milsap to be the performing artist on Friday, August 9, 2019 was approved by said Board. The contracted Entertainment Booking Agent negotiated with artist's management and services have been secured at a price of $40,000.00.

The specific G/L line item impacted: 461-33-2399.

The financial impact to Lea County will be expenditures from the Fair & Rodeo Fund of $40,000. Funds are budgeted and available in 461-33-2399.

The Entertainment Committee's recommendation to the Lea County Fair & Rodeo Board of Big & Rich to be the performing artist on Saturday, August 10, 2019 was approved by said Board. The contracted Entertainment Booking Agent negotiated with artist's management and services have been secured at a price of $125,000.00.

The specific G/L line item impacted: 461-33-2399.

The financial impact to Lea County will be expenditures from the Fair & Rodeo Fund of $125,000. Funds are budgeted and available in 461-33-2399.

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 19-MAY-133R

A RESOLUTION APPROVING RECOMMENDATIONS FROM THE LEA COUNTY FAIR & RODEO BOARD REGARDING ENTERTAINMENT FOR THE 2019 84TH ANNUAL LEA COUNTY FAIR & PRCA RODEO (DATES: AUGUST 2, 2019 AND AUGUST 6 – 10, 2019)

WHEREAS, the Board of County Commissioners of Lea County, as the governing body of Lea County, owns and operates the Lea County Fairgrounds; *and*

WHEREAS, the Board of County Commissioners of Lea County has appointed the Lea County Fair and Rodeo Board to advise the Commission on the operation of the annual Lea County Fair and Rodeo; *and*

WHEREAS, the Lea County Fair and Rodeo Board Chair recommends approving the following Entertainment Artist(s) for the six (6) nights during the 2019 Lea County Fair and Rodeo:

- Los Huracanes as the Hispanic Heritage Celebration Entertainment Artist on Friday, August 2, 2019.
- Flatland Calvary as Entertainment Artist on Tuesday, August 6, 2019.
- Amy Grant as Entertainment Artist on Wednesday, August 7, 2019.
- Cody Johnson as Entertainment Artist on Thursday, August 8, 2019.
- Ronnie Milsap as Entertainment Artist on Friday, August 9, 2019.
- Big & Rich as Entertainment Artist on Saturday, August 10, 2019.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County, that the six Entertainment Artist(s) listed above for the 2019 Lea County Fair and Rodeo is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair may finalize and sign any agreements consistent with the terms of this resolution.

PASSED and APPROVED on this 23rd day of May, 2019, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

_____	_____
Rebecca Long (District 2), Chair	Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain	Voted: Yes No Abstain

_____
Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

_____
Jonathan Sena (District 4), Member
Voted: Yes No Abstain

_____
Richard Don Jones (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

By: _____
Kelli Williams, Deputy Clerk

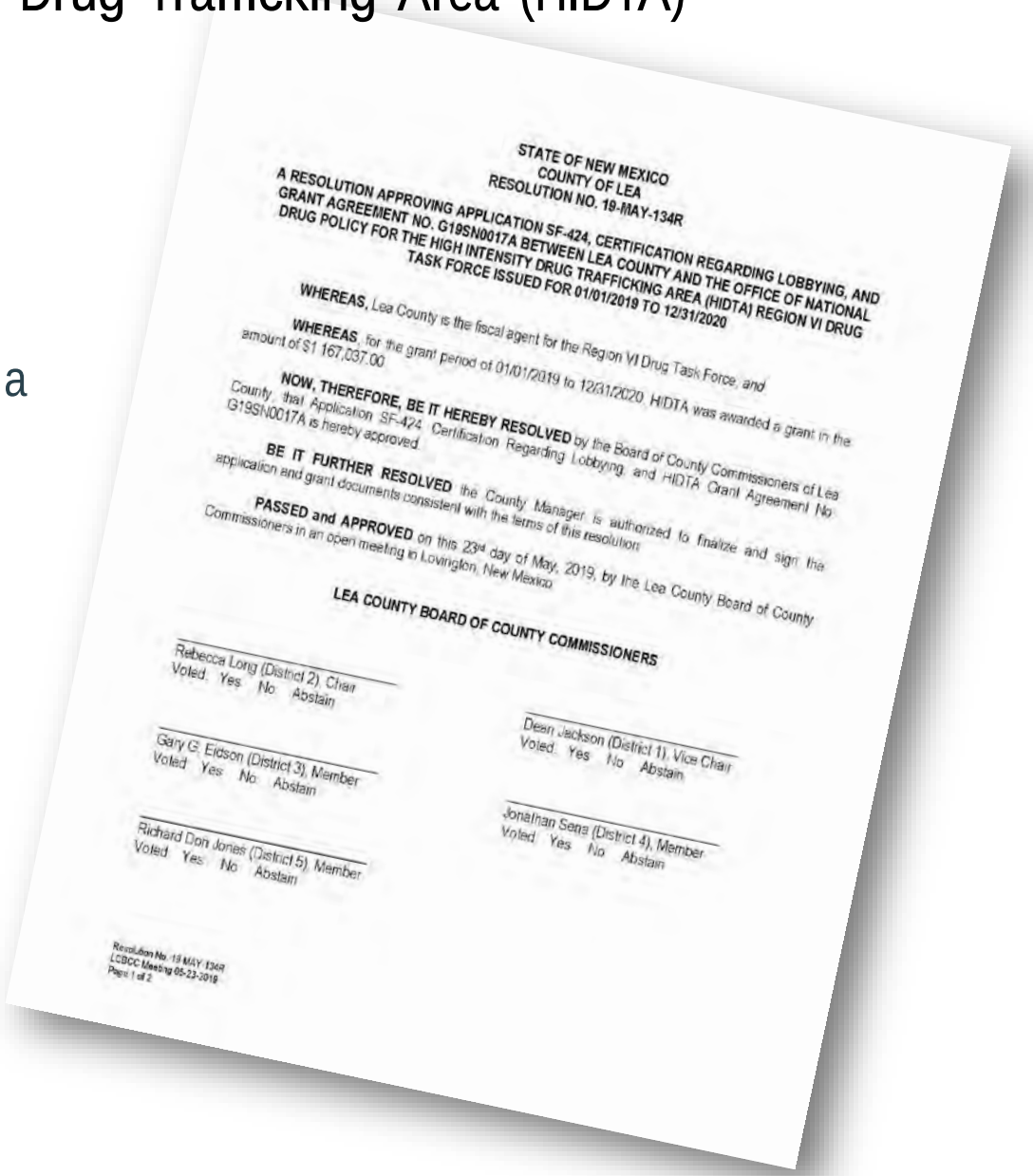
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John W. Caldwell, County Attorney

Consideration of Lea County Resolution No. 19-MAY-134R Approving Application SF-424, Certification Regarding Lobbying, and Grant Agreement No. G19SN0017A between Lea County and the Office of National Drug Policy for the High Intensity Drug Trafficking Area (HIDTA) Region VI Drug Task Force Issued for 01/01/2019 to 12/31/2020.

Lea County is the fiscal agent for the Region VI Drug Task Force.

For the grant period of 01/01/2019 to 12/31/2020, HIDTA was awarded a grant in the amount of $1,167,037.00.



STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 19-MAY-134R

A RESOLUTION APPROVING APPLICATION SF-424, CERTIFICATION REGARDING LOBBYING, AND GRANT AGREEMENT NO. G19SN0017A BETWEEN LEA COUNTY AND THE OFFICE OF NATIONAL DRUG POLICY FOR THE HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) REGION VI DRUG TASK FORCE ISSUED FOR 01/01/2019 TO 12/31/2020

WHEREAS, Lea County is the fiscal agent for the Region VI Drug Task Force; and

WHEREAS, for the grant period of 01/01/2019 to 12/31/2020, HIDTA was awarded a grant in the amount of $1,167,037.00

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County, that Application SF-424, Certification Regarding Lobbying, and HIDTA Grant Agreement No. G19SN0017A is hereby approved.

BE IT FURTHER RESOLVED the County Manager is authorized to finalize and sign the application and grant documents consistent with the terms of this resolution.

PASSED and APPROVED on this 23rd day of May, 2019, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Richard Don Jones (District 5), Member
Voted: Yes No Abstain

Resolution No. 19-MAY-134R
LCBCC Meeting 05-23-2019
Page 1 of 2

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, May 23, 2019

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: May 7, 2019

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	SUBMITTED BY Name/Title/Dept:
05/07/2019	Wm. Robert Sullivan; Coordinator
SUBJECT: G19SN0017A Region VI - 2019 Grant Award	**ATTACHMENT(S):** 2019 Grant award, SF-424 Application and Certification regarding lobbying.
NO. OF ORIGINALS FOR SIGNATURE: 01 Agreement 01 Application 00 ***Select One**	**ACTION REQUESTED:** Action Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:

SUMMARY:

This is the 2019 HIDTA Grant Award for Region VI Drug Task Force. This award includes an application, certification and the grant award. The 2019 HIDTA Grant Award Total $1,167,037.00.

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.:
Easel ☐ (If checked; how many:) Laptop ☑ Projector ☑ Other:

See Additional Summary Attached ☐

SUBMITTER'S RECOMMENDATION(S):

We recommend that this 2019 Grant Award be approved

Submitter's Signature
Department Director, Etc.
Wm. Robert Sullivan
Digitally signed by Wm. Robert Sullivan
Date: 2019.05.07 10:27:35 -06'00'

FINANCE REVIEW Fiscal Impact/Cost:

Reviewed by Finance Director

LEGAL REVIEW:

(Note: Travel does not need legal review)

Reviewed by County Attorney

COUNTY MANAGER REVIEW:

Approved by County Manager
to be Placed on Agenda

Mike Gallagher

Item 0302

RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN

Approved: _____ Denied: _____ Other: _____
Resolution No. 19-MAY-134R Policy No. _____ Ordinance No. _____
Continued To: _____ Referred To: _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 19-MAY-134R

A RESOLUTION APPROVING APPLICATION SF-424, CERTIFICATION REGARDING LOBBYING, AND GRANT AGREEMENT NO. G19SN0017A BETWEEN LEA COUNTY AND THE OFFICE OF NATIONAL DRUG POLICY FOR THE HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) REGION VI DRUG TASK FORCE ISSUED FOR 01/01/2019 TO 12/31/2020

WHEREAS, Lea County is the fiscal agent for the Region VI Drug Task Force; *and*

WHEREAS, for the grant period of 01/01/2019 to 12/31/2020, HIDTA was awarded a grant in the amount of $1,167,037.00.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County, that Application SF-424, Certification Regarding Lobbying, and HIDTA Grant Agreement No. G19SN0017A is hereby approved.

BE IT FURTHER RESOLVED the County Manager is authorized to finalize and sign the application and grant documents consistent with the terms of this resolution.

PASSED and APPROVED on this 23rd day of May, 2019, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Rebecca Long (District 2), Chair
Voted: Yes No Abstain

_____
Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

_____
Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

_____
Jonathan Sena (District 4), Member
Voted: Yes No Abstain

_____
Richard Don Jones (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Kelli Williams, Deputy Clerk

_____
John W. Caldwell, County Attorney

OMB Number: 4040-0004
Expiration Date: 10/31/2019

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier: N/A

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: LEA COUNTY

* b. Employer/Taxpayer Identification Number (EIN/TIN): 1856000226A2

* c. Organizational DUNS: 0104853080000

d. Address:

* Street1: 100 NORTH MAIN
Street2:
* City: LOVINGTON
County/Parish:
* State: NM: New Mexico
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 88260-4030

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
* First Name: MICHAEL
Middle Name:
* Last Name: GALLAGHER
Suffix:

Title: COUNTY MANAGER

Organizational Affiliation:

* Telephone Number:
Fax Number:

* Email:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

ONDCP

11. Catalog of Federal Domestic Assistance Number:

95.001

CFDA Title:

*** 12. Funding Opportunity Number:**

HIDTA

* Title:

13. Competition Identification Number:

N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: NM-002 * b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 01/01/2019 * b. End Date: 12/31/2020

18. Estimated Funding ($):

* a. Federal	1,167,037.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	1,167,037.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Mr.
* First Name:	MICHAEL
Middle Name:	
* Last Name:	GALLAGHER
Suffix:	
* Title:	COUNTY MANAGER
* Telephone Number:	
Fax Number:	
* Email:	
* Signature of Authorized Representative:	
* Date Signed:	

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, 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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION

LEA COUNTY

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Mr. * First Name: MICHAEL Middle Name:

* Last Name: GALLAGHER Suffix:

* Title: COUNTY MANAGER

* SIGNATURE: * DATE:

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 01/31/2019

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. HIDTA	95.001	$	$	$ 1,167,037.00	$	$ 1,167,037.00
2.						
3.						
4.						
5. Totals		$	$	$ 1,167,037.00	$	$ 1,167,037.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY (1) HIDTA	(2)	(3)	(4)	Total (5)
a. Personnel	$ 643,741.00	$	$	$	$ 643,741.00
b. Fringe Benefits	64,057.00				64,057.00
c. Travel	17,106.00				17,106.00
d. Equipment					
e. Supplies	76,773.00				76,773.00
f. Contractual	193,360.00				193,360.00
g. Construction					
h. Other	172,000.00				172,000.00
i. Total Direct Charges (sum of 6a-6h)	1,167,037.00				$ 1,167,037.00
j. Indirect Charges					$
k. TOTALS (sum of 6i and 6j)	$ 1,167,037.00	$	$	$	$ 1,167,037.00
7. Program Income	$	$	$	$	$

SECTION C - NON-FEDERAL RESOURCES				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8. HIDTA	$	$	$	$
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	$	$	$	$

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$	$	$	$	$
14. Non-Federal	$				
15. TOTAL (sum of lines 13 and 14)	$	$	$	$	$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b)First	(c) Second	(d) Third	(e) Fourth
16. HIDTA	$	$	$	$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	$	$	$	$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
MICHAEL GALLAGHER	COUNTY MANAGER
APPLICANT ORGANIZATION	DATE SUBMITTED
LEA COUNTY	

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

1. * Type of Federal Action:	2. * Status of Federal Action:	3. * Report Type:
☐ a. contract	☐ a. bid/offer/application	☒ a. initial filing
☒ b. grant	☒ b. initial award	☐ b. material change
☐ c. cooperative agreement	☐ c. post-award	
☐ d. loan		
☐ e. loan guarantee		
☐ f. loan insurance		

4. Name and Address of Reporting Entity:

☒ Prime ☐ SubAwardee

** Name:* Lea County

** Street 1:* 100 North Main *Street 2:*

** City:* Lovington *State:* New Mexico *Zip:* 88260

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: ONDCP

7. * Federal Program Name/Description:

CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

b. Individual Performing Services (including address if different from No. 10a)

Prefix ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** Completed on submission to Grants.gov

***Name:** *Prefix* Mr. ** First Name* Michael *Middle Name*

** Last Name* Gallagher *Suffix*

Title: County Manager **Telephone No.:** **Date:** Completed on submission to Grants.gov

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

Southwest Border HIDTA – New Mexico

High Intensity Drug Trafficking Areas Program

2450 Lakeside Dr. Bldg. A, Las Cruces, NM 88007
PH (575) 541-7501 Fax (575) 541-7510

April 29, 2019

County Manager Michael Gallagher
Lea County
100 N. Main
Lovington, NM 88260

Dear Mr. Gallagher:

The Office of National Drug Control Policy is awarding funds to the NM HIDTA Program to support various HIDTA Initiatives. Your fiduciary was awarded the funds as outlined in the attached grant award and modification to support the Strategy of the HIDTA program. This award was issued beginning January 1, 2019 and ends December 31, 2020. The State and Local NM HIDTA Initiatives are expected to begin spending these FY 2019 funds July 1, 2019 and should have expended all or most of the awarded funds by June 30, 2020. The enclosed grant award and SF-424 application should be completed and returned to the **NM HIDTA Director's Office as soon as possible as not to delay issuance of funds.**

The FY 2019 HIDTA grant award is subject to the Office of Management and Budget (OMB) Uniform Guidance. Please ensure that this award is executed in accordance with changes mandated in this guidance, specifically if your agency is a pass-through entity with sub recipients.

Detailed information is provided in the cover letter from ONDCP and a request is made that you send the signed Award and Special Conditions to Miami. *However, I am asking that you return this paperwork to our office; once received, our office will then forward this information.* This is being done in order to ensure that the NM Director's Office has the same documentation as the Miami Assistance Center. If you have any questions, please contact Sandra Avalos Russell, Finance Director at (575) 541-7503.

Sincerely,

Mark Payne
Regional Director

Attachments

MP:sar

April 22, 2019

Mr. Michael Gallagher
Lea County
100 N Main
Lovington, NM 88260-4030

Dear Mr. Gallagher:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G19SN0017A) has been awarded in the amount of $1,167,037.00. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the SWB - New Mexico HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

The original Grant Agreement, including certain Special Conditions, is enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the enclosed Grant Conditions, including the timely submission of all financial and programmatic reports, the resolution of audit findings, and the maintenance of a minimum level of cash-on-hand. Should your organization not adhere to these terms and conditions, ONDCP may terminate the grant for cause or take other administrative action.

If you accept this award, please sign both the Grant Agreement and the Grant Conditions and return a copy to:

Finance Unit
National HIDTA Assistance Center
11200 NW 20th Street, Suite 100
Miami, FL 33172
(305) 715-7600
Or via email to your respective NHAC accountant.

Please keep the original copy of the Grant Agreement and Grant Conditions for your file. If you have any questions pertaining to this grant award, please contact Sherri Lucas at (202) 395 - 5506.

Sincerely,

Shannon Kelly
National HIDTA Director

Executive Office of the President Office of National Drug Control Policy	**Grant Agreement**	
1. Recipient Name and Address Michael Gallagher Lea County 100 N Main Lovington, NM 88260-4030	4. Award Number (FAIN): G19SN0017A 5. Period of Performance: From 01/01/2019 to 12/31/2020	
2. Total Amount of the Federal Funds Obligated: $1,167,037	6. Federal Award Date: April 22, 2019	7. Action: Initial
2A. Budget Approved by the Federal Awarding Agency $1,167,037	8. Supplement Number	
3. CFDA Name and Number: *High Intensity Drug Trafficking Areas Program - 95.001*	9. Previous Award Amount:	
3A. Project Description *High Intensity Drug Trafficking Areas (HIDTA) Program*	10. Amount of Federal Funds Obligated by this Action: $1,167,037.00 11. Total Amount of Federal Award: $1,167,037.00	
12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached pages.		
13. Statutory Authority for Grant: *Public Law 116-6*		
AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**	
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director Office of National Drug Control Policy	15. Typed Name and Title of Authorized Official County Manager Michael Gallagher Lea County	
16. Signature of Approving ONDCP Official Shannon J. Kelly	17. Signature of Authorized Recipient/Date	
AGENCY USE ONLY		
18. Accounting Classification Code DUNS: 010485308 EIN: 1856000226A2	19. HIDTA AWARD *OND1070DB1920XX OND6113* *OND2000000000 OC 410001*	

GRANT CONDITIONS

A. General Terms and Conditions

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

   For more information on the Part 200 Uniform Requirements, see https://cfo.gov/cofar/. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.

2. This award is subject to the following additional regulations and requirements:

   - 28 CFR Part 69 – "New Restrictions on Lobbying"
   - Conflict of Interest and Mandatory Disclosure Requirements, set out in paragraph 7 of these terms and conditions
   - Non-profit Certifications (when applicable)

3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, "Audit Requirements" must be submitted no later than nine months after the close of the grantee's audited fiscal year to the Federal Audit Clearinghouse at https://harvester.census.gov/facweb/.

4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.

5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent (s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

These general terms and conditions, as well as archives of previous versions of the general terms and conditions, are available online at *www.whitehouse.gov/ondcp/grants*.

7. Conflict of Interest and Mandatory Disclosures

   A. Conflict of Interest Requirements

As a non-Federal entity, you must follow ONDCP's conflict of interest policies for Federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from subrecipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.

ii. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.

iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Native American tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-Federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

8. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) Be registered in SAM before submitting its application; (ii) provide a valid DUNS number in its application; (iii) continue to maintain an active System for Award Management registration with current information at all times during which it has an active Federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

9. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 CFR 200.331.

10. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180, dealing with all sub-awards and contracts issued under the grant.

11. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:

a) Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.

c) Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.

d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

e) Take reasonable measures to safeguard protected PII and other information ONDCP or the recipient designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain and report current information to the SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition (below). This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent 5 year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition (below);

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5 year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and state level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The following special conditions are incorporated into each award document.

1. This grant is awarded for above program. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance (PPBG).
2. This award is subject to the requirements in ONDCP's HIDTA PPBG.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e., the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6 of the HIDTA Program Policy and Budget Guidance.
6. Property acquired with these HIDTA grant funds is to be used for activities of the SWB - New Mexico HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.
7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

D. Federal Award Performance Goals

1. All entities that receive funds from this award are responsible for achieving performance goals established in the HIDTA Performance Management Process (PMP) and approved by the HIDTA's Executive Board and ONDCP.
2. All entities that receive funds from this award must report progress in achieving performance goals at least quarterly using the PMP.

See also Section A. 4 regarding Federal Financial Reports.

E. Payment Basis

1. A request for Advance or Reimbursement shall be made using the HHS/DPM system (https://pms.psc.gov/).
2. The grantee, must utilize the object classes specified within the initial grant application each time they submit a disbursement request to ONDCP. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.

3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450), awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/DPM using the remittance instructions provided below.

   Remittance Instructions - Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on Federal funds. Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as follows:

   Through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

   (i) For ACH Returns:

   Routing Number: 051036706
   Account number: 303000
   Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

   (ii) For Fedwire Returns*:

   Routing Number: 021030004
   Account number: 75010501
   Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY
   (* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

   For recipients that do not have electronic remittance capability, please make check** payable to: "The Department of Health and Human Services."

   Mail Check to Treasury approved lockbox:
   HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231
   (** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

   Any additional information/instructions may be found on the PMS Web site at http://pms.psc.gov/.

4. The grantee or subgrantee may keep interest amounts up to $500 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

_____ Date: _____

Michael Gallagher

Lea County

Initiative Cash by HIDTA

FY 2019

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
SWB - New Mexico	**Lea County**	Region VI Drug Task Force - Administration	106,101.00	Investigation	G19SN0017A
		Region VI Drug Task Force - Chaves County	161,681.00	Investigation	G19SN0017A
		Region VI Drug Task Force - Lea County	399,211.00	Investigation	G19SN0017A
		Region VI Drug Task Force - Lincoln County	134,546.00	Investigation	G19SN0017A
		Region VI Drug Task Force - Pecos Valley	365,498.00	Investigation	G19SN0017A
	Agency Total : Lea County		**1,167,037.00**		
Total			**1,167,037.00**		

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Budget Detail

2019 - SWB - New Mexico

Initiative - Region VI Drug Task Force - Administration Investigation

Award Recipient - Lea County (G19SN0017A)

Resource Recipient - Eddy County

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$1,167,037.00***
Personnel	**Quantity**	**Amount**
Administrative Staff	1	$52,429.00
Total Personnel		**$52,429.00**
Fringe	**Quantity**	**Amount**
Administrative staff	1	$24,600.00
Total Fringe		**$24,600.00**
Travel	**Quantity**	**Amount**
Administrative		$5,125.00
Total Travel		**$5,125.00**
Services	**Quantity**	**Amount**
Communications - mobile phones & pagers		$2,360.00
Communications - office phones		$721.00
Service contracts		$10,389.00
Shipping & postage		$720.00
Total Services		**$14,190.00**
Supplies	**Quantity**	**Amount**
Investigative/Operational		$6,000.00
Office		$3,757.00
Total Supplies		**$9,757.00**
Total Budget		**$106,101.00**

Budget Detail

2019 - SWB - New Mexico

Initiative - Region VI Drug Task Force - Chaves County — Investigation

Award Recipient - Lea County (G19SN0017A)

Resource Recipient - Chaves County

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$1,167,037.00***
Overtime	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	2	$7,500.00
Total Overtime		**$7,500.00**
Total Budget		**$7,500.00**

Budget Detail

2019 - SWB - New Mexico

Initiative - Region VI Drug Task Force - Chaves County — Investigation

Award Recipient - Lea County (G19SN0017A)

Resource Recipient - City of Roswell

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$1,167,037.00***
Personnel	**Quantity**	**Amount**
Administrative Staff	1	$18,000.00
Total Personnel		**$18,000.00**
Fringe	**Quantity**	**Amount**
Administrative staff	1	$10,000.00
Total Fringe		**$10,000.00**
Overtime	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	6	$17,390.00
Total Overtime		**$17,390.00**
Travel	**Quantity**	**Amount**
Administrative		$2,673.00
Investigative/Operational		$100.00
Training		$100.00
Total Travel		**$2,873.00**
Facilities	**Quantity**	**Amount**
Utilities		$4,200.00
Total Facilities		**$4,200.00**
Services	**Quantity**	**Amount**
Communications - mobile phones & pagers		$10,992.00
Communications - office phones		$3,600.00
Service contracts		$10,022.00
Shipping & postage		$1,200.00
Training		$200.00
Total Services		**$26,014.00**
Supplies	**Quantity**	**Amount**
Office		$7,704.00
Total Supplies		**$7,704.00**
Other	**Quantity**	**Amount**
PE/PI/PS		$68,000.00
Total Other		**$68,000.00**
Total Budget		**$154,181.00**

Budget Detail

2019 - SWB - New Mexico

Initiative - Region VI Drug Task Force - Lea County — Investigation

Award Recipient - Lea County (G19SN0017A)

Resource Recipient - City of Lovington

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$1,167,037.00***
Overtime	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	1	$6,335.00
Total Overtime		**$6,335.00**
Total Budget		**$6,335.00**

Budget Detail

2019 - SWB - New Mexico

Initiative - Region VI Drug Task Force - Lea County — Investigation

Award Recipient - Lea County (G19SN0017A)

Resource Recipient - Lea County

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$1,167,037.00***
Personnel	**Quantity**	**Amount**
Administrative Staff	1	$59,987.00
Investigative - Law Enforcement Officer	2	$138,423.00
Total Personnel		**$198,410.00**
Fringe	**Quantity**	**Amount**
Administrative staff	1	$23,097.00
Total Fringe		**$23,097.00**
Overtime	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	5	$31,665.00
Total Overtime		**$31,665.00**
Travel	**Quantity**	**Amount**
Administrative		$400.00
Investigative/Operational		$400.00
Training		$3,000.00
Total Travel		**$3,800.00**
Facilities	**Quantity**	**Amount**
Lease		$32,400.00
Support		$1,920.00
Utilities		$7,440.00
Total Facilities		**$41,760.00**
Services	**Quantity**	**Amount**
Communications - data lines		$2,220.00
Communications - mobile phones & pagers		$7,272.00
Communications - office phones		$2,580.00
Insurance		$9,000.00
Service contracts		$10,800.00
Shipping & postage		$720.00
Total Services		**$32,592.00**
Supplies	**Quantity**	**Amount**
Investigative/Operational		$24,000.00

Budget Detail

2019 - SWB - New Mexico

Initiative - Region VI Drug Task Force - Lea County **Investigation**

Award Recipient - Lea County (G19SN0017A)

Resource Recipient - Lea County

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$1,167,037.00***
Office		$2,552.00
Total Supplies		**$26,552.00**
Other	**Quantity**	**Amount**
PE/PI/PS		$35,000.00
Total Other		**$35,000.00**
Total Budget		**$392,876.00**

Budget Detail

2019 - SWB - New Mexico

Initiative - Region VI Drug Task Force - Lincoln County — Investigation

Award Recipient - Lea County (G19SN0017A)

Resource Recipient - Lincoln County

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$1,167,037.00***
Personnel	**Quantity**	**Amount**
Administrative Staff	1	$36,493.00
Total Personnel		**$36,493.00**
Fringe	**Quantity**	**Amount**
Administrative staff	1	$6,360.00
Total Fringe		**$6,360.00**
Overtime	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	2	$21,604.00
Total Overtime		**$21,604.00**
Travel	**Quantity**	**Amount**
Administrative		$500.00
Investigative/Operational		$1,450.00
Training		$50.00
Total Travel		**$2,000.00**
Services	**Quantity**	**Amount**
Communications - data lines		$8,400.00
Communications - mobile phones & pagers		$3,600.00
Service contracts		$1,200.00
Shipping & postage		$480.00
Total Services		**$13,680.00**
Supplies	**Quantity**	**Amount**
Investigative/Operational		$11,640.00
Office		$6,000.00
Total Supplies		**$17,640.00**
Other	**Quantity**	**Amount**
PE/PI/PS		$34,000.00
Total Other		**$34,000.00**
Total Budget		**$131,777.00**

Budget Detail

2019 - SWB - New Mexico

Initiative - Region VI Drug Task Force - Lincoln County **Investigation**

Award Recipient - Lea County (G19SN0017A)

Resource Recipient - Ruidoso Downs

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$1,167,037.00***
Overtime	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	1	$771.00
Total Overtime		**$771.00**
Total Budget		**$771.00**

Budget Detail

2019 - SWB - New Mexico

Initiative - Region VI Drug Task Force - Lincoln County — Investigation

Award Recipient - Lea County (G19SN0017A)

Resource Recipient - Village of Ruidoso

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$1,167,037.00***
Overtime	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	1	$1,998.00
Total Overtime		**$1,998.00**
Total Budget		**$1,998.00**

Budget Detail

2019 - SWB - New Mexico

Initiative - Region VI Drug Task Force - Pecos Valley — Investigation

Award Recipient - Lea County (G19SN0017A)

Resource Recipient - Eddy County

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$1,167,037.00***
Personnel	**Quantity**	**Amount**
Administrative Staff	2	$101,377.00
Investigative - Law Enforcement Officer	1	$89,545.00
Total Personnel		**$190,922.00**
Overtime	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	3	$60,224.00
Total Overtime		**$60,224.00**
Travel	**Quantity**	**Amount**
Administrative		$1,508.00
Investigative/Operational		$1,800.00
Total Travel		**$3,308.00**
Facilities	**Quantity**	**Amount**
Utilities		$8,400.00
Total Facilities		**$8,400.00**
Services	**Quantity**	**Amount**
Communications - data lines		$11,364.00
Communications - mobile phones & pagers		$4,560.00
Communications - office phones		$2,136.00
Service contracts		$33,264.00
Shipping & postage		$1,200.00
Total Services		**$52,524.00**
Supplies	**Quantity**	**Amount**
Investigative/Operational		$7,680.00
Office		$7,440.00
Total Supplies		**$15,120.00**
Other	**Quantity**	**Amount**
PE/PI/PS		$35,000.00
Total Other		**$35,000.00**
Total Budget		**$365,498.00**

Consideration of Lea County Resolution No. 19-MAY-135R Approval of Equipment Recording Fee in the Lea County Clerk's Department.

14-8-12.2. County clerk recording and filing fund; uses. (2011)

A. A "county clerk recording and filing fund" is established in each county.

B. Expenditures from the county clerk recording and filing fund shall be determined annually by the county clerk and approved by the board of county commissioners.

C. Expenditures from the county clerk recording and filing fund may be expended only:

(1) to rent, purchase, lease or lease-purchase recording equipment and for supplies, training and maintenance for such equipment;

(2) to rent, purchase, lease or lease-purchase equipment associated with all regular duties in the county clerk's office and for supplies, training and maintenance for such equipment;

(3) to rent, purchase, lease or lease-purchase vehicles associated with all regular duties in the county clerk's office and for supplies, training and maintenance for such vehicles, provided that the county clerk shall report annually to the board of county commissioners the usage, mileage and necessity of any vehicle acquired pursuant to this paragraph;

(4) for technical assistance or for training associated with all regular duties of the county clerk's office; or

(5) for staff travel associated with all regular duties of the county clerk's office pursuant to the Per Diem and Mileage Act [10-8-1 through 10-8-8 NMSA 1978].

History: 1978 Comp., § 14-8-12.2, enacted by Laws 1985, ch. 122, § 2; 1987, ch. 288, § 1; 1994, ch. 28, § 1; 1995, ch. 26, § 1; 2002, ch. 97, § 1; 2008, ch. 66, § 1; 2011, ch. 134, § 12.

14-8-15. Payment of fees; disposition. (2011)

A. No county clerk shall receive any instrument of writing for filing or record unless the fees for such filing and recording have first been paid.

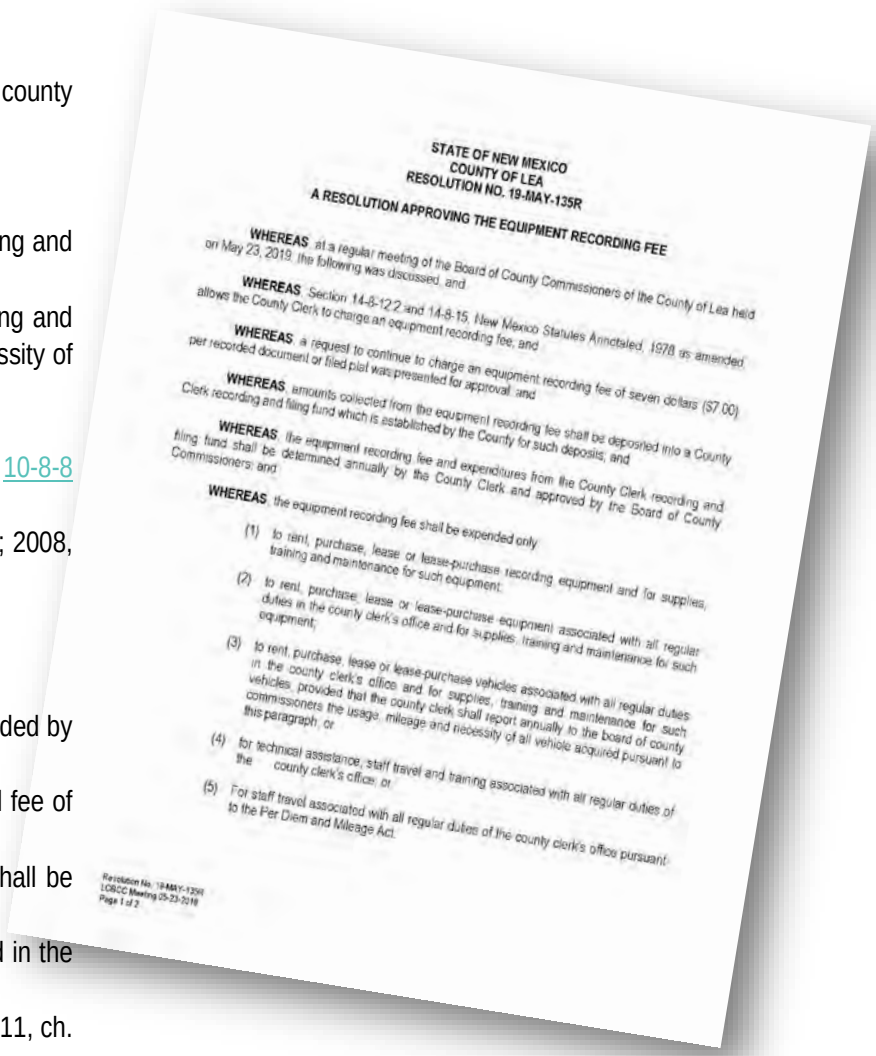
B. Unless otherwise specified by law, the county clerk shall collect a recording fee of twenty-five dollars ($25.00) for each document filed or recorded by the county clerk.

C. If a document being filed or recorded contains more than ten entries to the county recording index, the county clerk shall collect an additional fee of twenty-five dollars ($25.00) for each additional block of ten or fewer entries to the county recording index from the document.

D. To the extent documents described in Section 14-8-13 NMSA 1978 are filed or recorded in the office of the county clerk, the documents shall be received pursuant to the fees described in this section.

E. For each fee of twenty-five dollars ($25.00) collected by the county clerk pursuant to this section, eighteen dollars ($18.00) shall be deposited in the county general fund and seven dollars ($7.00) shall be deposited in the county clerk recording and filing fund.

History: Laws 1901, ch. 62, § 19; 1909, ch. 49, § 1; Code 1915, § 4797; C.S. 1929, § 118-121; 1941 Comp., § 13-113; 1953 Comp., § 71-1-13; 2011, ch. 134, § 14.



STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 19-MAY-135R

A RESOLUTION APPROVING THE EQUIPMENT RECORDING FEE

WHEREAS, at a regular meeting of the Board of County Commissioners of the County of Lea held on May 23, 2019, the following was discussed, and

WHEREAS, Section 14-8-12.2 and 14-8-15, New Mexico Statutes Annotated, 1978 as amended, allows the County Clerk to charge an equipment recording fee, and

WHEREAS, a request to continue to charge an equipment recording fee of seven dollars ($7.00) per recorded document or filed plat was presented for approval, and

WHEREAS, amounts collected from the equipment recording fee shall be deposited into a County Clerk recording and filing fund which is established by the County for such deposits, and

WHEREAS, the equipment recording fee and expenditures from the County Clerk recording and filing fund shall be determined annually by the County Clerk and approved by the Board of County Commissioners; and

WHEREAS, the equipment recording fee shall be expended only

(1) to rent, purchase, lease or lease-purchase recording equipment and for supplies, training and maintenance for such equipment;

(2) to rent, purchase, lease or lease-purchase equipment associated with all regular duties in the county clerk's office and for supplies, training and maintenance for such equipment;

(3) to rent, purchase, lease or lease-purchase vehicles associated with all regular duties in the county clerk's office and for supplies, training and maintenance for such vehicles, provided that the county clerk shall report annually to the board of county commissioners the usage, mileage and necessity of all vehicle acquired pursuant to this paragraph; or

(4) for technical assistance, staff travel and training associated with all regular duties of the county clerk's office; or

(5) For staff travel associated with all regular duties of the county clerk's office pursuant to the Per Diem and Mileage Act.

Resolution No. 19-MAY-135R
LCBCC Meeting 05-23-2019
Page 1 of 2

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, May 23, 2019

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: May 7, 2019

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	**SUBMITTED BY** Name/Title/Dept:
05/13/2019	Tryon Hassen/Chief Deputy Clerk/Lea County Clerk
SUBJECT:	**ATTACHMENT(S):**
Equipment Recording Fee	Section 14-8-12-2 and 14-8-15, NMSA 1978 Compilation, as amended and Resolution
NO. OF ORIGINALS FOR SIGNATURE:	**ACTION REQUESTED:**
01 Resolution 00 ***Select One** 00 ***Select One**	Action Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:

SUMMARY:

Continuation of existing Resolution: Equipment Recording Fee - Sets the fee for each recorded document, a portion of which ($7.00 for each recorded document) is deposited into the Clerk's Equipment Fund.

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.:

Easel ☐ If checked, how many: Laptop ☑ Projector ☑ Other:

See Additional Summary Attached ☐

SUBMITTER'S RECOMMENDATION(S):

Approval

Submitter's Signature
Department Director, Etc.

Tryon Hassen — Digitally signed by Tryon Hassen DN: cn=Tryon Hassen, o=Clerk's Office, ou=Lea County, email=thassen@leacounty.net, c=US Date: 2019.05.13 11:18:50 -06'00'

FINANCE REVIEW Fiscal Impact/Cost:

The financial impact to Lea County will be $25 in revenue for each document filed with the County Clerk. $18.00 will go to the General Fund and $7.00 will be credited to the Clerk's Recording and Filing Fund - 405.

Reviewed by Finance Director

Henry C Low Jr — Digitally signed by Henry C Low Jr Date: 2019.05.13 11:26:40 -06'00'

LEGAL REVIEW:

(Note: Travel does not need legal review)

Reviewed by County Attorney

COUNTY MANAGER REVIEW:

Approved by County Manager
to be Placed on Agenda

Digitally signed by Michael P. Gallagher II
Date: 2019.05.22 17:52:35 -06'00'

Item 0303

RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN

Approved: _____ Denied: _____ Other: _____
Resolution No. 19-MAY-135R Policy No. _____ Ordinance No. _____
Continued To: _____ Referred To: _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 19-MAY-135R

A RESOLUTION APPROVING THE EQUIPMENT RECORDING FEE

WHEREAS, at a regular meeting of the Board of County Commissioners of the County of Lea held on May 23, 2019, the following was discussed; and

WHEREAS, Section 14-8-12.2 and 14-8-15, New Mexico Statutes Annotated, 1978 as amended, allows the County Clerk to charge an equipment recording fee; and

WHEREAS, a request to continue to charge an equipment recording fee of seven dollars ($7.00) per recorded document or filed plat was presented for approval; and

WHEREAS, amounts collected from the equipment recording fee shall be deposited into a County Clerk recording and filing fund which is established by the County for such deposits; and

WHEREAS, the equipment recording fee and expenditures from the County Clerk recording and filing fund shall be determined annually by the County Clerk and approved by the Board of County Commissioners; and

WHEREAS, the equipment recording fee shall be expended only:

(1) to rent, purchase, lease or lease-purchase recording equipment and for supplies, training and maintenance for such equipment;

(2) to rent, purchase, lease or lease-purchase equipment associated with all regular duties in the county clerk's office and for supplies, training and maintenance for such equipment;

(3) to rent, purchase, lease or lease-purchase vehicles associated with all regular duties in the county clerk's office and for supplies, training and maintenance for such vehicles, provided that the county clerk shall report annually to the board of county commissioners the usage, mileage and necessity of all vehicle acquired pursuant to this paragraph; or

(4) for technical assistance, staff travel and training associated with all regular duties of the county clerk's office; or

(5) For staff travel associated with all regular duties of the county clerk's office pursuant to the Per Diem and Mileage Act.

NOW, THEREFORE, BE IT RESOLVED THAT THE LEA COUNTY BOARD OF COUNTY COMMISSIONERS:

Authorize the County Clerk to charge a seven dollar ($7.00) equipment recording fee per each $25.00 collected.

PASSED, APPROVED and ADOPTED on this 23rd day of May, 2019, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

_____	_____
Rebecca Long (District 2), Chair	Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain	Voted: Yes No Abstain
_____	_____
Gary G. Eidson (District 3), Member	Jonathan Sena (District 4), Member
Voted: Yes No Abstain	Voted: Yes No Abstain

_____
Richard Don Jones (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Kelli Williams, Deputy Clerk

_____
John W. Caldwell, County Attorney

Keith Manes
LEA COUNTY CLERK

Post Office Box 1507
Lovington, NM 88260

Office 575 396-8622
Fax 575 396-3293
kmanes@leacounty.net

Tryon Hassen
CHIEF DEPUTY

Carrie Sandoval
ADMINISTRATOR
Bureau of Elections

14-8-12.2. County clerk recording and filing fund; uses.

A. A "county clerk recording and filing fund" is established in each county.

B. Expenditures from the county clerk recording and filing fund shall be determined annually by the county clerk and approved by the board of county commissioners.

C. Expenditures from the county clerk recording and filing fund may be expended only:

(1) to rent, purchase, lease or lease-purchase recording equipment and for supplies, training and maintenance for such equipment;

(2) to rent, purchase, lease or lease-purchase equipment associated with all regular duties in the county clerk's office and for supplies, training and maintenance for such equipment;

(3) to rent, purchase, lease or lease-purchase vehicles associated with all regular duties in the county clerk's office and for supplies, training and maintenance for such vehicles, provided that the county clerk shall report annually to the board of county commissioners the usage, mileage and necessity of any vehicle acquired pursuant to this paragraph;

(4) for technical assistance or for training associated with all regular duties of the county clerk's office; or

(5) for staff travel associated with all regular duties of the county clerk's office pursuant to the Per Diem and Mileage Act [10-8-1 through 10-8-8 NMSA 1978].

History: 1978 Comp., § 14-8-12.2, enacted by Laws 1985, ch. 122, § 2; 1987, ch. 288, § 1; 1994, ch. 28, § 1; 1995, ch. 26, § 1; 2002, ch. 97, § 1; 2008, ch. 66, § 1; 2011, ch. 134, § 12.

14-8-15. Payment of fees; disposition.

A. No county clerk shall receive any instrument of writing for filing or record unless the fees for such filing and recording have first been paid.

B. Unless otherwise specified by law, the county clerk shall collect a recording fee of twenty-five dollars ($25.00) for each document filed or recorded by the county clerk.

C. If a document being filed or recorded contains more than ten entries to the county recording index, the county clerk shall collect an additional fee of twenty-five dollars ($25.00) for each additional block of ten or fewer entries to the county recording index from the document.

D. To the extent documents described in Section 14-8-13 NMSA 1978 are filed or recorded in the office of the county clerk, the documents shall be received pursuant to the fees described in this section.

E. For each fee of twenty-five dollars ($25.00) collected by the county clerk pursuant to this section, eighteen dollars ($18.00) shall be deposited in the county general fund and seven dollars ($7.00) shall be deposited in the county clerk recording and filing fund.

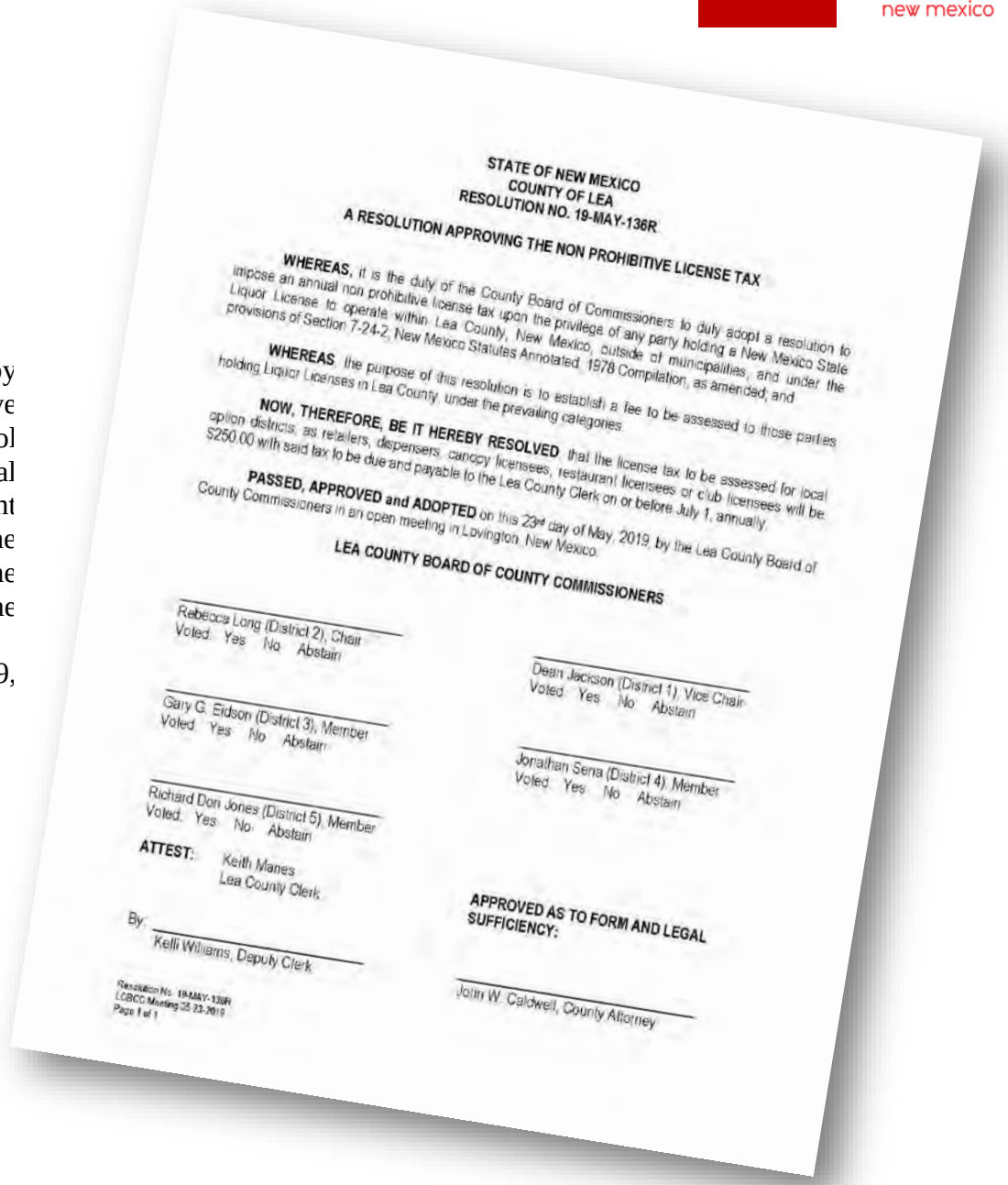
History: Laws 1901, ch. 62, § 19; 1909, ch. 49, § 1; Code 1915, § 4797; C.S. 1929, § 118-121; 1941 Comp., § 13-113; 1953 Comp., § 71-1-13; 2011, ch. 134, § 14.

Consideration of Lea County Resolution No. 19-MAY-136R Approval of Nonprohibitive License Tax for Lea County.

7-24-2. License tax imposed by boards of county commissioners.

The boards of county commissioners of counties composing local option districts are empowered, by resolution duly adopted, on or before the first day of June of each year to impose an annual, nonprohibitive license tax upon the privileges of persons holding state licenses under the provisions of the Liquor Control Act [60-3A-1 NMSA 1978 et seq.] to operate within such counties, outside of the municipalities that are local option districts, as retailers, dispensers, canopy licensees, restaurant licensees or club licensees. The amount of the license tax, which shall not exceed two hundred fifty dollars ($250), and the dates and manner of the payment shall be fixed by the resolution imposing the tax; provided, that in case the county permits the payment in installments, no bond shall be required to secure the payment of the deferred installments, but the remedy for the collection shall be that provided in Section 7-24-3 NMSA 1978.

History: Laws 1939, ch. 236, § 1104; 1941 Comp., § 61-403; 1953 Comp., § 46-4-3; Laws 1981, ch. 39, § 125; 1994, ch. 46, § 1.



STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 19-MAY-136R

A RESOLUTION APPROVING THE NON PROHIBITIVE LICENSE TAX

WHEREAS, it is the duty of the County Board of Commissioners to duly adopt a resolution to impose an annual non prohibitive license tax upon the privilege of any party holding a New Mexico State Liquor License to operate within Lea County, New Mexico, outside of municipalities, and under the provisions of Section 7-24-2, New Mexico Statutes Annotated, 1978 Compilation, as amended; and

WHEREAS, the purpose of this resolution is to establish a fee to be assessed to those parties holding Liquor Licenses in Lea County, under the prevailing categories.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the license tax to be assessed for local option districts, as retailers, dispensers, canopy licensees, restaurant licensees or club licensees will be $250.00 with said tax to be due and payable to the Lea County Clerk on or before July 1, annually.

PASSED, APPROVED and ADOPTED on this 23rd day of May, 2019, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair
Voted: Yes No Abstain

Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Richard Don Jones (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

By: Kelli Williams, Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

John W. Caldwell, County Attorney

Resolution No. 19-MAY-136R
LCBCC Meeting 05-23-2019
Page 1 of 1

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, May 23, 2019

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: May 7, 2019

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	**SUBMITTED BY** Name/Title/Dept:
05/07/2019	Tryon Hassen/Chief Deputy Clerk/Lea County Clerk
SUBJECT:	**ATTACHMENT(S):**
Non Prohibitive License Tax Resolution	Section 7-24-2, NMSA 1978 Compilation, as amended and Resolution
NO. OF ORIGINALS FOR SIGNATURE:	**ACTION REQUESTED:**
00 Resolution 00 ***Select One** 00 ***Select One**	Action Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:

SUMMARY:

Continuation of existing Resolution: Non Prohibitive Tax - Sets the fee for county issued liquor licenses. We currently issue two Licenses.

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.:

Easel ☐ If checked; how many: Laptop ☑ Projector ☑ Other:

See Additional Summary Attached ☐

SUBMITTER'S RECOMMENDATION(S):

Submitter's Signature
Department Director, Etc.

Tryon Hassen
Digitally signed by Tryon Hassen
DN: cn=Tryon Hassen, o=Clerk's Office, ou=Lea County, email=thassen@leacounty.net, c=US
Date: 2019.05.08 16:20:28 -06'00'

FINANCE REVIEW Fiscal Impact/Cost:

The financial impact to Lea County will be revenue of $250 per license issued.

Reviewed by Finance Director

Henry C Low Jr
Digitally signed by Henry C Low Jr
Date: 2019.05.08 16:26:13 -06'00'

LEGAL REVIEW:

(Note: Travel does not need legal review)

Reviewed by County Attorney

COUNTY MANAGER REVIEW:

Approved by County Manager
to be Placed on Agenda

Digitally signed by Michael P. Gallagher II
Date: 2019.05.22 17:25:24 -06'00'

Item 0304 **RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN**

Approved: _____ Denied: _____ Other: _____
Resolution No. 19-MAY-136R Policy No. _____ Ordinance No. _____
Continued To: _____ Referred To: _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 19-MAY-136R

A RESOLUTION APPROVING THE NON PROHIBITIVE LICENSE TAX

WHEREAS, it is the duty of the County Board of Commissioners to duly adopt a resolution to impose an annual non prohibitive license tax upon the privilege of any party holding a New Mexico State Liquor License to operate within Lea County, New Mexico, outside of municipalities, and under the provisions of Section 7-24-2, New Mexico Statutes Annotated, 1978 Compilation, as amended; and

WHEREAS, the purpose of this resolution is to establish a fee to be assessed to those parties holding Liquor Licenses in Lea County, under the prevailing categories.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the license tax to be assessed for local option districts, as retailers, dispensers, canopy licensees, restaurant licensees or club licensees will be $250.00 with said tax to be due and payable to the Lea County Clerk on or before July 1, annually.

PASSED, APPROVED and ADOPTED on this 23rd day of May, 2019, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Rebecca Long (District 2), Chair
Voted: Yes No Abstain

_____
Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

_____
Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

_____
Jonathan Sena (District 4), Member
Voted: Yes No Abstain

_____
Richard Don Jones (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

By: _____
Kelli Williams, Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John W. Caldwell, County Attorney

Keith Manes
LEA COUNTY CLERK

Post Office Box 1507
Lovington, NM 88260

Office 575 396-8622
Fax 575 396-3293
kmanes@leacounty.net

Tryon Hassen
CHIEF DEPUTY

Carrie Sandoval
ADMINISTRATOR
Bureau of Elections

7-24-2. License tax imposed by boards of county commissioners.

The boards of county commissioners of counties composing local option districts are empowered, by resolution duly adopted, on or before the first day of June of each year to impose an annual, nonprohibitive license tax upon the privileges of persons holding state licenses under the provisions of the Liquor Control Act [60-3A-1 NMSA 1978 et seq.] to operate within such counties, outside of the municipalities that are local option districts, as retailers, dispensers, canopy licensees, restaurant licensees or club licensees. The amount of the license tax, which shall not exceed two hundred fifty dollars ($250), and the dates and manner of the payment shall be fixed by the resolution imposing the tax; provided, that in case the county permits the payment in installments, no bond shall be required to secure the payment of the deferred installments, but the remedy for the collection shall be that provided in Section 7-24-3 NMSA 1978.

History: Laws 1939, ch. 236, § 1104; 1941 Comp., § 61-403; 1953 Comp., § 46-4-3; Laws 1981, ch. 39, § 125; 1994, ch. 46, § 1.

Consideration of Lea County Resolution No. 19-MAY-137R Approving the Award of Proposal No. 09 2018 – 2019 Airport Project Design & Engineering Services – Lea County Airports.

On March 13, 2019, Lea County received request for proposals for On-Call Airport Project Design & Engineering Services for the three airports in the Lea County Airport System.

This contract would enable Lea County to contract the necessary surveying, environmental, archaeological, DBE, engineering, and construction inspection services out to a qualified firm for projects related to the Lea County Airports.

Three qualified firms submitted proposals for this RFP. Molzen-Corbin of Albuquerque, NM received the highest scoring from the evaluation committee.

Staff recommends that LCBC award the RFP to Molzen-Corbin and allow staff to conduct the necessary Independent Fee Estimate and negotiate contract and allow County Manager to sign.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, May 23, 2019

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: May 7, 2019

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	**SUBMITTED BY** Name/Title/Dept:
05/13/2019	Corey Needham/ ACM
SUBJECT: Recommendation to Award RFP 09 - On-Call Airport Project Design and Engineering Services	**ATTACHMENT(S):** Evaluation Committee Scoring Tabulation Resolution to award RFP
NO. OF ORIGINALS FOR SIGNATURE: 01 Resolution 00 ***Select One** 00 ***Select One**	**ACTION REQUESTED:** Action Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:

Airports that are maintained and improved with new facilities (goal: increase capacity for changing commercial aircraft)

SUMMARY:

On March 13, 2019, Lea County received request for proposals for On-Call Airport Project Design & Engineering Services for the three airports in the Lea County Airport System.

This contract would enable Lea County to contract the necessary surveying, environmental, archaeological, DBE, engineering, and construction inspection services out to a qualified firm for projects related to the Lea County Airports.

Three qualified firms submitted proposals for this RFP. Molzen-Corbin of Albuquerque, NM received the highest scoring from the evaluation committee. Staff recommends that LCBC award the RFP to Molzen-Corbin and allow staff to conduct the necessary Independent Fee Estimate and negotiate contract and allow County Manager to sign.

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.:	**See Additional Summary Attached**
Easel ☐ (If checked; how many:) Laptop ☑ Projector ☑ Other:	☐

SUBMITTER'S RECOMMENDATION(S):	**Submitter's Signature** Department Director, Etc.
Staff recommends that LCBC award the RFP to Molzen-Corbin and allow staff to conduct the necessary Independent Fee Estimate and negotiate contract and allow County Manager to sign.	Corey Needham — Digitally signed by: Corey Needham DN: CN = Corey Needham email = cneedham@leacounty.net C = AD O = Lea County Government Date: 2019.05.13 11:30:11 -06'00'
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be based upon the services received at the agreed upon price.	**Reviewed by Finance Director** Henry C Low Jr — Digitally signed by Henry C Low Jr Date: 2019.05.13 15:12:02 -06'00'
LEGAL REVIEW: (Note: Travel does not need legal review)	**Reviewed by County Attorney**
COUNTY MANAGER REVIEW:	**Approved by County Manager** to be Placed on Agenda Digitally signed by Michael P. Gallagher II Date: 2019.05.22 16:42:39 -06'00'

Item 0305

RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN

Approved: _____ Denied: _____ Other: _____
Resolution No. 19-MAY-137R Policy No. _____ Ordinance No. _____
Continued To: _____ Referred To: _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 19-MAY-137R

A RESOLUTION APPROVING THE AWARD OF REQUEST FOR PROPOSAL NO. 09 2018 - 2019 AIRPORT PROJECT DESIGN AND ENGINEERING SERVICES FOR LEA COUNTY AIRPORTS

WHEREAS, Lea County contracts with a Professional Engineering Firm to complete necessary surveying, environmental, archaeological, DBE, engineering, and construction inspection services for the Lea County Airports; *and*

WHEREAS, Lea County received responses from three engineering firms interested in providing these services for the Lea County; *and*

WHEREAS, Molzen-Corbin received the highest scoring from the evaluation committee.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County, that Molzen-Corbin be awarded the contract.

BE IT FURTHER RESOLVED that the Commission Chair or County Manger may finalize and sign any agreements consistent with the terms of this resolution.

PASSED and APPROVED on this 23rd day of May, 2019, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

_____	_____
Rebecca Long (District 2), Chair	Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain	Voted: Yes No Abstain
_____	_____
Gary G. Eidson (District 3), Member	Jonathan Sena (District 4), Member
Voted: Yes No Abstain	Voted: Yes No Abstain

_____
Richard Don Jones (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Kelli Williams, Deputy Clerk

_____
John W. Caldwell, County Attorney

TABULATION SHEET
LEA COUNTY, NEW MEXICO

AIRPORT PROJECT DESIGN & ENGINEERING SERVICES
LEA COUNTY AIRPORTS
COMMODITY CODES: 91842,92508,92533,92537
PROPOSAL #09 - (18-19)
DUE DATE: MARCH 12, 2019 - 3:00 P.M. MST

		POINTS AWARDED		
	Possible Points	**Leo A. Dayly**	**Molzen Corbin**	**Parkhill Smith & Cooper (PSC)**
Evaluator 1	100	74	95	85
Evaluator 2	100	65	95	80
Evaluator 3	100	83	97	91
TOTALS	300	**222**	**287**	**256**

Finance Department
100 North Main, Suite 11
Lovington, NM 88260

Phone: (575) 396-8521
Fax: (575) 396-5684
e-mail: kmclaughlin@leacounty.net

LEGAL NOTICE OF REQUEST FOR PROPOSALS
LEA COUNTY, NEW MEXICO

AIRPORT PROJECT DESIGN & ENGINEERING SERVICES
LEA COUNTY AIRPORTS
COMMODITY CODES: 91842,92508,92533,92537
PROPOSAL #09 - (18-19)
DUE DATE: MARCH 12, 2019 - 3:00 P.M. MST

The Lea County Commissioners will receive sealed proposals for Airport Project Design & Engineering Services – Lea County Airports in the Finance Department, FOURTH FLOOR, at the address listed below.

The Request for Proposals and any future addenda may be obtained from Lea County's web site at www.leacounty.net , under "Procurement" or by contacting the Finance Department, Courthouse, FOURTH FLOOR, 100 North Main, Suite 11, Lovington, New Mexico 88260-4030, kmclaughlin@leacounty.net , (575) 396-8521, Ext. 8656.

QUESTIONS: All questions must be presented in writing to: kmclaughlin@leacounty.net. Only questions asked and answered in writing will be binding.

Rebecca Long, Chair

Hobbs Daily News Sun: February 16, 2019

TERMS AND CONDITIONS
LEA COUNTY, NEW MEXICO

AIRPORT PROJECT DESIGN & ENGINEERING SERVICES
LEA COUNTY AIRPORTS
PROPOSAL #09 - (18-19)
DUE DATE: MARCH 12, 2019 - 3:00 P.M. MST

1. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The Terms and Conditions, and the Specifications and Contractual Terms will form part of the contract between the County and the successful offeror.

2. All proposals will be sealed, addressed and delivered to: The Finance Department, FOURTH FLOOR, 100 N. Main, Suite 11, Lovington, New Mexico 88260-4030 by **MARCH 12, 2019 at 3:00 p.m. Local Time.** Please **mark the outside of the envelope "PROPOSAL #09"**. It is the offeror's responsibility to see that the proposal arrives on time. Late proposals, faxes, telephone offers, and emails will not be accepted.

3. All firms submitting proposals will be notified by letter of the Board's award which will be conditioned upon entering into a formal written contract acceptable to the County.

4. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.

5. All proposals will be valid until the Proposal is awarded. Contents of any proposal will not be disclosed upon opening so as to be available to competing offerors during the negotiation process.

6. Proposals will be evaluated according to factors set forth on the attached pages. Each factor will be given the weight indicated.

7. The County reserves the right to waive technical irregularities in the form of the proposal which do not alter the quality or quantity of the services, and the County may reject any or all proposals when it is the best interest of the County to do so.

8. The Lea County Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 1978 will apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation. In addition, criminal laws prohibit bribes, gratuities and kickbacks.

9. In submitting this proposal, the offeror represents the offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are part of this Request for Proposals.

10. In signing this proposal, the Offeror certifies that there has been no direct or indirect action in restraint of free competitive bidding in connection with this proposal submitted to Lea County.

11. The County will negotiate a contract with the highest qualified business(es) as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable.

12. This agreement is subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The rights and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it will not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

    The offeror agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated immediately by the contracting agency.

13. The offeror will save and hold the County harmless from all suits, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by any employee or person, including wrongful death, or damage to property as a result of any negligence, misconduct or omission by the offeror or employee or agent thereof connected in any way with offeror's performance under this contract.

14. It is expressly agreed and understood that the offeror is not authorized to act as an agent of the County or to enter into any contract on behalf of the County. It is also acknowledged that the offeror, its agents and employees, by virtue of award of this proposal, are not entitled to any fringe benefits available to the employees of Lea County.

15. The County may prematurely terminate this Contract if the Finance Director judges that the offeror has inadequately or unsatisfactorily met its obligation under this Contract. This agreement may be terminated by any party for cause upon 30-days written notice to the other participants in the contract. As used herein, the term "cause" will mean a material breach of the Agreement by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party's ability to benefit from this Agreement, which breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice will detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 30 days following the giving of such notice).

16. The offeror agrees not to assign this Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County. The offeror is forbidden from using non-employees.

TERMS AND CONDITIONS
LEA COUNTY, NEW MEXICO

AIRPORT PROJECT DESIGN & ENGINEERING SERVICES
LEA COUNTY AIRPORTS
PROPOSAL #09 - (18-19)
DUE DATE: MARCH 12, 2019 - 3:00 P.M. MST

17. Award of the proposal will not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

18. Upon award, the agreement between offeror and the County will be governed by the laws of the State of New Mexico and enforced in the District Court of Lea County.

19. **After award & contract signing, proposals are subject to public inspection.** Any confidential or proprietary information should be marked as such with a brief explanation as to why. All material submitted will become the property of Lea County and will not be returned.

20. The offeror will be required to carry:
    a) General and professional liability insurance.
    b) Automobile insurance.
    c) Workers' Comp insurance as required by New Mexico State Statute.
    Lea County will be listed as additional insured and the amounts of coverage will be negotiated by the parties in a final agreement.

21. A multi-term bid is being sought. The County's payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds. Multi-term bids must have a provision allowing the County to terminate the agreement at will at any time, or at least to the end of each fiscal year, without penalty. There must be no "equitable or moral" duty to continue to make payments under the bid.

22. The County's policy on requests for copies of proposal information is as follows:
    a) Terms and Specifications are available at no charge to vendors who will be responding directly to bids or proposals.
    b) Submit a written request detailing what information you would like to receive.
    c) There will be a charge of $1.00 per page by check / money order made payable to Lea County at the following address:
    Lea County Finance
    Dept. 100
    North Main, Suite 11
    Lovington, NM 88260
    The fee must be paid before the information is released. Charges will apply to any sub-contractors requesting our mailing list. The sub-contractor may then contact vendors directly regarding information on the specifications.

23. According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:
    Finance Director
    Lea County Courthouse
    100 N. Main, Suite 11
    Lovington, NM 88260

SPECIFICATIONS AND CONTRACTUAL TERMS
LEA COUNTY, NEW MEXICO

AIRPORT PROJECT DESIGN & ENGINEERING SERVICES
LEA COUNTY AIRPORTS
PROPOSAL #09 - (18-19)
DUE DATE: MARCH 12, 2019 - 3:00 P.M. MST

A request for proposals is being solicited by Lea County, New Mexico for professional engineering / architectural and planning consultant services. These services will be valid for one year from the contract date, and may include all three (3) County airport facilities. Services may include preliminary design, final design and construction administration for county / state and/or federally funded C.I.P. projects. The airports are adjacent to the following communities:

A. Jal, New Mexico
B. Lovington, New Mexico
C. Hobbs, New Mexico

The three (3) airports are owned and operated by Lea County. They qualify for Federal funding through the Federal Aviation Administration Airport Improvement Program and are also eligible for State funding through the New Mexico State Highway and Transportation Department - Aviation Division.

Proposals will be reviewed and evaluated by the Selection Committee and a recommendation will be made to the Lea County Board of Commissioners. The offeror shall **submit ONE (1) original, ONE (1) electronic copy (flash drive or CD), and EIGHT (8) copies of the proposal**. Proposals should not exceed 25 pages exclusive of cover sheets, table of contents, transmittal letter, proposal form, campaign contribution disclosure form, and resident/veterans preference certification.

SCOPE of WORK – Architect/Engineer Services include the basic A/E and project management services normally required for airport development projects, including architectural civil, structural, mechanical, and electrical engineering on airport projects.

The firm selected will provide engineering services on a per project basis as follows.

The contemplated projects are dependent upon federal AIP funding and State Aviation Division funding and approval of Lea County, so it shall be understood that some of the services related to the listed projects may be deleted. Any project not listed will not be eligible for federal AIP funding.

Projects may include, but are not limited to:

- **Lovington Airport / Zip Franklin Memorial**
  - Install Reflective Lighting on Parallel Taxiways
  - Rehabilitate and Upgrade Electric Vault
  - Install AWOS
  - Install Apron pavement rehab (all areas)

- Seal Coat and Stripe Taxiways and Ramp Areas
- Fencing
- Relocate RW 3/21Taxiway w/ LED's
- Rehab 3/21 Runway Lighting
- Install PAPIs on RW 3-21
- Pavement Markings and Signage
- Airfield Striping and Pavement Markings
- Acquire Property Interest of RPZs on Three Runway Ends (25 total acres)
- Runway 12/30 Hold Aprons (Run-Up Area)
- Prepare DBE program and goals
- Prepare and update SWPPP
- Airport Masterplan Update
- Expand Vehicle Parking Area
- REILs on 3/21 and 12/30
- RW 12/30 MIRL Replacement w/ LED's
- Miscellaneous Services as needed
- Grants Administration
- Remove and relocate hangars

- **Hobbs Airport (HOB)**
  - Electrical Vault improvement(s) and miscellaneous electrical updates
  - Rehabilitate Pavement or Seal Coat Ramp Areas
  - Rehabilitate Taxiway Lighting - PH I (A, B, C)
  - Rehabilitate NW Ramp (39,000 SY)
  - Rehabilitate NE Ramp (44,000 SY)
  - Airport Layout Plan
  - Safety Area Improvements – Northeast end of RW 3-21
  - Acquire Property Interests for RW 3-21 Extension
  - Install New Airfield/Terminal Emergency Generator
  - Extend RW 3/21 and Taxiway D
  - Relocate MALSR and Install PAPI-4 on RW 3
  - Rehabilitate Runway 3/21
  - Relocate Localizer RW 3/21
  - Extend Taxiway A from Taxiway A to Taxiway D

- Safety Management Systems coordination
- GIS - Electronic ALP
- Terminal building expansion
- Terminal parking lot expansion and lighting
- Prepare DBE program and goals
- Prepare and update SWPPP
- Airfield Striping and Pavement Markings
- Additional Hardstands
- Taxiway D realignment
- West Side Ramp Development Aprons and Taxiways
- Perimeter Access Roads
- RW 12/30 Extension, Taxiway B extension
- Water System Improvements
- Sewer System Improvements
- Electrical Primary Power System Improvements and relocations
- Airfield Drainage Improvements
- Airfield Electrical Improvements
- Other projects that may be approved over the 1-year period of this contract for services which will not be eligible for federal funding.
- Acquire and install remote radar display (Standard Terminal Automation Replacement System).
- Airport Master Plan Update
- Grants Administration
- ARFF Apparatus

C. **Jal Airport**

- Reconstruct to Minimum 9/27
- Taxiway Lighting
- Mill/Overlay Parallel Taxiway
- Property Acquisition for Runway 1-19 Extension
- Runway 1/19 Widening, Overlay, and MIRL install
- Rehabilitate Pavement or Seal Coat Ramp Areas
- Security Fencing for Airfield and Terminal Area
- Rehab Runway Lights 1/19
- Rehab Electric Vault
- Acquire Property Interest of RPZs on all Four Runway Ends

- Install PAPIs on RW 1/19
- Install GPS Approach Runway 1/19
- Install AWOS
- Apron Expansion and Taxiway Stub
- Airfield Striping and Pavement Markings
- Prepare DBE program and goals
- Prepare and update SWPPP
- Miscellaneous services as needed
- Airport Entrance Road Improvements (Pavement, Drainage, Lighting)
- Airport Master Plan Update
- Grants Administration
- Acquire Property and Relocate access road
- REILs RW 1/19
- Bury Powerline in RPZ RW 1

Because of the anticipated electrical work that is going to be done, emphasis will be placed on firms that have in-house capabilities in this field. It is also of benefit to agree to have a local engineering point of contact.

Also, it is beneficial to have intimate knowledge of DBE Requirements and reporting methodology.

The County, at its option, may negotiate with the selected individual or firm to provide design and construction engineering services for individual capital improvement projects at the County airports.

In addition, the successful firm will assist in preparation of all necessary documentation for Federal and State of New Mexico pre-applications for project development through contract close out and requests for reimbursement. All other licensing and other required documentation will be the responsibility of the firm selected. Any and all negotiations for the scope of services and fees will follow the guidelines established in applicable F.A.A. Advisory circular.

Fees

The scope and fee structure for each project will be at a negotiated hourly rate for the services rendered. Do not include any information regarding your fee structure with your offer.

Term of Contract

The term of the contract will begin immediately following contract award and continue for one year with an option to renew for an additional year, up to four (4) consecutive years.

Any airport project still in progress after contract expiration will be required to be continued through completion. Those projects will be designated in writing by the Airports Supervisor. Such services shall be provided until the projects identified are completed. Those continuing services shall be rendered under the terms specified herein or pursuant to any contract entered into between the parties.

Lea County reserves the right to cancel the contract at any time should it be deemed in the best interest of Lea County with thirty (30) days prior notice to the engineering firm.

Proposal Contents

Please include the following information in your submittal (in numerical order):

1. The name of the principal member or officer of the firm who will be responsible for administration of the contract.

2. The name of the firm, address and telephone number of the office where the work will be performed.

3. The name (s) and registration number (s) of the New Mexico Registered Professional Engineer and Land surveyor, if applicable, who will be in direct responsible charge of the work.

4. A list of sub-consultants, including qualifications and areas of expertise.

5. A list of any current airport projects, with references.

6. List any and all work within the last five (5) years pertaining to airport planning, construction or project consultation. Include a summary of performance, based on cost and scheduling for each project.

7. A brief statement regarding expertise in coordinating Federal and State funding procedures plus applications for aid and regulatory compliances.

Evaluation Criteria:

Selection of the successful firm will be based upon recommendations from an Evaluation Committee as presented to the Lea County Board of Commissioners.

The selection committee shall select, ranked in the order of their qualifications, up to three businesses deemed to be the most highly qualified to perform the required services, after considering the following criteria together with any criteria, except price, established by Lea County. Lea County reserves the right to select the most qualified firm from the rankings of the selection committee, or may choose to interview the short listed firms.

Proposals shall be evaluated on the following criteria:		**Possible Points**
1.	Specialized design and technical competence of the business, including a joint venture of association, regarding the type of service required.	40
2.	Capacity and capability of the business to perform the work including any specialized services within the time limitations.	20
3.	Past record of performance on contracts with government agencies or private industry with respect to such factors as control of cost, quality of work and ability to meet schedules.	10
4.	Proximity to or familiarity with the area in which the project is located.	10
5.	Availability of the firm.	20
	TOTAL	**100**

Agreement/Contract EXHIBITS (Attached):

I. This is the contract that will be entered into, along with any applicable attachments that the County deems beneficial/necessary.
II. Owner's Responsibilities.
III. Project Schedule
IV. Basic Hourly Fee Schedule
V. Sample Task Order

Terms and Conditions incorporated herein by reference.

End of Specifications.

PROPOSAL FORM
LEA COUNTY, NEW MEXICO

AIRPORT PROJECT DESIGN & ENGINEERING SERVICES
LEA COUNTY AIRPORTS
PROPOSAL #09 - (18-19)
DUE DATE: MARCH 12, 2019 - 3:00 P.M. MST

Attach proposal, which addresses items listed in the instructions under "Proposal Contents".

Unless otherwise noted, the attached forms must be completed & returned with your Proposal:

1) Campaign Contribution Form.
2) Resident / Veterans Certification Form ***issued by NM TAX & REV. -- If this form does not apply to your company, please write " N / A " in the top space (= Non-Applicable) & sign the bottom.***
   ..... For more information on this subject, please go to:
   http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx
   or Call (505) 827-0951 = NM Tax & Rev.
3) Debarment Certification
4) Non-Collusion Affidavit
5) Related Party Disclosure Form

The services offered meet specifications: _____Yes _____No

If the services offered do not meet specifications, all exceptions or variations are set forth on the following page.

I have read and understand the Terms and Conditions and Specifications and Contractual Terms.
I agree to comply with such and warrant that the services offered are as represented in this Proposal Form.

_____ _____
Signature Name (Typed/Printed)

_____ _____
Company Position

_____ _____
Address Telephone # Fax #

_____ _____
City, State, Zip E-mail Address

Tax ID #_____

State of_____)
)ss.
County of_____)

_____(name), being duly sworn, deposes and says that he/she is

_____(title) of_(company) and all fore-going questions and all statements herein contained are true and correct.

Subscribed and sworn to before me this_____day of_____, 20_____.

My Commission expires:_____ _____
Notary Public

OPTIONS, EXCEPTIONS OR VARIATIONS
LEA COUNTY, NEW MEXICO

AIRPORT PROJECT DESIGN & ENGINEERING SERVICES
LEA COUNTY AIRPORTS
PROPOSAL #09 - (18-19)
DUE DATE: MARCH 12, 2019 - 3:00 P.M. MST

Please state each and every exception or variation to the specifications (if any) for service offered. PLEASE SIGN BELOW:

1) THERE *ARE* OPTIONS, EXCEPTIONS OR VARIATIONS._____
Signature

2) THERE *ARE NO* OPTIONS, ETC. LISTED. The services offered on this Request For Qualifications meet or exceed all specifications, terms and conditions as described in said Request For Qualifications without exceptions. I understand services not meeting all specifications, terms and conditions will be rejected.

_____
Signature

CAMPAIGN CONTRIBUTION DISCLOSURE FORM -- REQUIRED

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or un-reimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Contract**" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Person**" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"**Prospective contractor**" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) :
Board Of County Commissioners: Rebecca Long, Dean Jackson, Jonathan Sena, Don Jones, Gary Eidson; Assessor Sharla Kennedy; Clerk Keith Manes; Probate Judge Sandra Goad; Treasurer Susan Marinovich, Sheriff Corey Helton.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: ____

Relation to Prospective Contractor: ____

Name of Applicable Public Official: ____

Date Contribution(s) Made: ____

Amount(s) of Contribution(s) ____

Nature of Contribution(s) ____

Purpose of Contribution(s) ____

(The above fields are unlimited in size)

_____ _____
Signature Date

_____
Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____
Signature Date

_____
Title (Position)

LEA COUNTY RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM

_____(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident / resident veterans' preference to this procurement:

Please check one box only:

Resident Veteran Business:

☐ I declare under penalty of perjury that my business annual gross revenues did not exceed three million dollars ($3,000,000) in the preceding tax year. I also declare that my business or myself has not benefited from this preference for more than ten consecutive years.

Resident Business:

☐ I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

Resident Business/Veteran Business Certificate Number:_____

(Signature of Business Representative)* _____ (Date) _____

*Must be an authorized signatory for the Business.

*The representations made in checking the boxes constitutes a material representation by the business that is subject to protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

**** A copy of a valid New Mexico Resident Business or New Mexico Veteran's Resident Business Certificate must be provided in order to receive preference.**

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and

4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Signature of Authorized Representative Date

Typed Name & Title of Authorized Representative

NON-COLLUSION AFFIDAVIT

STATE OF_____)

County OF_____)

_____(name) being first duly sworn, deposes and says

that he/she is (title) _____

of (organization)_____

who submits herewith to the County of Lea, a proposal:

That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Lea, or of any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that County of Lea, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By:_____

Title_____

SUBSCRIBED and sworn to before me this_____day of_____, 20_____.

Notary Public:_____
My Commission Expires:

Related Party Disclosure Form

A. Are you indebted to or have a receivable from any member of the Board of County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Lea?

Yes_____ No _____

_____

_____

B. Are you , or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Lea and have you had any of the following transactions since January 1, 2008, to which Lea County was, is to be, a party?

	Yes	No
Sales, Purchase or leasing of property ?	___	___
Receiving, furnishing of goods, services or facilities?	___	___
Commissions or royalty payments	___	___

_____

_____

C. Does any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Lea, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Lea?

Yes_____ No _____

_____

D.At any time from January 2008 through the present, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Lea?

Yes_____ No _____

_____

_____

E. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of County of Lea?

Yes_____ No _____

_____

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President:_____Date_____

(Print Name and Title): _____

MASTER AGREEMENT FOR ENGINEERING SERVICES
FOR LEA COUNTY AIRPORTS
EXHIBIT I
ENGINEER'S SCOPE OF SERVICES

The Engineer shall render professional engineering services as described below:

A. DEFINITIONS

1. Field Reconnaissance Surveys - That field work performed to determine the scope of design surveys necessary to determine existing conditions for establishing the basis for design.

2. Preliminary Project Schedule - A preliminary estimated start and completion date for each phase of work contained in the Engineer's Scope of Services.

3. Other Field Investigations - Those field investigations performed subsequent to the review of data from the field reconnaissance survey to establish the scope of additional field work, other than what was originally contemplated, that must be done before preliminary design of the project can commence.

B. BASIC SERVICES

1. PRELIMINARY DESIGN (60%) PHASE

   a. Attend a Pre-Design meeting with the Owner to review its wishes and requirements; inspect the site of the work; review the available material assembled by the Owner, and discuss design criteria and scheduling.

   b. Plan the necessary field surveys for design including field measurements of existing structures and facilities, field verification of existing rights-of-way, easements, and property lines.

   c. Prepare and submit preliminary drawings based upon the information developed at the pre-design meeting (see 1a above). Preliminary plans will include the following:

      i Horizontal and vertical control for the infrastructure elements designed.

      ii Identification of the entire scope of the project on black-on-white plan sheets. Show existing and proposed right-of-way, easements, drainage structures, pavement work, utility construction or relocation (private and public) and geometry.

      iii Define any non-standard items on the drawings with sufficient detail for review.

      iv Provide design plans that are overall 60% complete to include: plan and profile sheets, intersection sheets, and drainage plans. Plan sheets will contain centerline stationing and elevations, a footprint of the proposed improvements, and grading slope limits. Detailed build notes will not be

provided.

e. Identify right-of-way acquisition/dedication requirements and provide a summary of these requirements on a per lot basis (using the standard lot sizes in the area) and total for the project.

f. Prior to submittal to the County, submit one (1) set of preliminary plans, preliminary construction cost estimate, outline specifications, preliminary utility coordination plan, and the Design Analysis Report (DAR) will consist of design assumptions, standards and exceptions, that will be used by the Owner's Project Manager for his review. Make necessary corrections prior to submitting for County review.

g. The Deliverables for the 60% Preliminary Design phase will consist of the following:

i. Plan sets to be:	Three (3) sets
ii. Preliminary Engineering Studies:	Three (3) copies
iii. Schedule:	75 days from Notice to Proceed or as agreed to between the Owner and the Engineer.

2. FINAL DESIGN PHASE/CONSTRUCTION DOCUMENTS

a. Meet with the design team, the Owner and appropriate users regularly to facilitate the exchange of information.

b. Coordinate engineering and architectural systems.

c. Prepare complete Contract Documents using standard practice and design requirements of the Owner and applicable Agency requirements in effect on the date of this Agreement.

d. Prepare a detailed take-off construction cost estimate for the Project. New Mexico Gross Receipts Tax shall be shown as a percentage of the subtotal amount. The amount of the NMGRT is not part of the estimated construction cost; however, the Engineer shall provide the calculation of the tax amount for the estimated construction.

e. In conjunction with the Owner's Project Manager, prepare a draft construction schedule commensurate with the scope and complexity of the project in sufficient detail to determine overall construction time.

f. Secure approval of the final plans and specifications by and prepare the necessary funding documents for Federal Aviation Administration, New Mexico Department of Transportation Aviation Division and other public or private agency where required or affected by the proposed construction, provided that such approvals are not unreasonably withheld.

g. Coordinate and assist Owner in preparation and submittal of agency funding documentation and certifications as required.

h. Submit eleven (3) sets of the detailed working drawings, specifications, construction cost estimate and, as required, to the Owner for review and comment. If applicable, submit five (3) sets of the revised Preliminary Engineer's Report.

3. BIDDING PHASE

a. Prepare and submit for approval a final construction cost estimate no later than two (2) days prior to the bid opening.

b. Submit documents and gain approval for building permit.

c. The Engineer shall attend and provide professional services for a pre-bid meeting when the Owner determines a pre-bid meeting is needed.

d. Prepare advertisement for bids.

e. Have sufficient copies of Contract Documents reproduced for sale to prospective bidders. Place copies in private plan rooms in Albuquerque for review by bidders. Provide Owner with three (3) copies.

f. Provide clarification of the contract document's intent during the bidding process and determine the need for issuance of addenda. Addenda shall be distributed not less than two working days prior to bid opening.

g. Prepare and distribute addenda when required. Addenda must be signed by the Engineer and submitted to the Owner's Project Manager for appropriate signature prior to distribution. Maintain Bidder's log and addenda distribution log.

h. Attend the Bid Opening.

i. Tabulate and assist the Owner in evaluating the bids.

j. Assist Owner in obtaining additional information regarding the apparent low Bidder's qualifications, should the Owner request qualification information.

k. Prepare a recommendation of award letter to the Owner.

4. CONSTRUCTION PHASE

a. Provide up to seven (7) copies of the formal Contract Documents to the successful bidder for execution.

b. Conduct the Pre-construction Conference.

c. Furnish consultation and advice during construction pertaining to the Contract Document's intent. Prepare elementary and supplementary sketches needed by the Owner to resolve problems due to field conditions encountered other than those involving changes in the scope of the project.

d. Review manufacturer's shop drawings of equipment and/or materials proposed for use by the Contractor when required by the Contract Documents. Review construction drawings and/or erection drawings submitted by the prime contractor for compliance with the Contract Documents.

e. Make periodic observations of the project, as agreed to with the Owner, site by a member of the Engineer's design team. A written summary of the observation shall be submitted to the Owner within one (1) week of the site visit. The Engineer shall be responsible for notifying the Owner of any observed deficiencies. In performing observations, the Engineer does not guarantee the performance of the Contractor. The Engineer shall not be responsible for the means, methods, techniques, sequence or procedures of construction selected by the Contractor or the safety precautions and programs incidental to the work of the Contractor.

f. Review pay applications submitted by Contractor and make recommendation to Owner for payment.

g. Review for acceptability any Change Orders requested by the Owner or the Contractor and provide comments to the Owner.

h. Conduct substantial completion observation and publish appropriate documents including punch list.

i. Attend the final inspection and make observations to determine if the completed work is acceptable.

j. Review project closeout documents submitted by the Contractor.

k. Prepare record drawings based on marked up prints, drawings and other data to reasonably reflect construction. "Record Drawings" shall be prepared by revising the original drawings, or, where original drawings cannot be satisfactorily revised for record purposes, by preparation of appropriate new drawings. Each sheet shall be clearly marked "Record Drawings" with the date.

C. REIMBURSABLE SERVICES:

Unless provided otherwise herein, the following Services are not included as a part of the Basic Services or Additional Services of the Architect and shall be considered Reimbursable Services. Reimbursable Services shall be undertaken only with the express prior verbal authorization of the Owner followed by written verification. Reimbursable Services shall be paid for by the Owner as provided for in Article IV Compensation of this Agreement and include actual expenditures. No administrative overhead add-on charges will be permitted.

1. Utilizing data processing techniques when not normally used as a part of Basic Services.

2. Utilizing photographic production techniques when not normally used as a part of Basic Services.

3. Providing reproductions of documents except that the copies specified in Basic Services shall, with prior authorization, be reproduced under existing Owner reproduction contracts and the costs billed directly to the Owner by the printer.

4. Providing renderings and/or models which shall then become the property of the Owner.

5. Utilizing telephone communication (to out-of-state locations), document delivery service, or other communications or shipping method to communicate or distribute documents to potential bidders during the Bidding Phase.

6. Printing and mailing costs associated with planning/neighborhood notifications and submittals as required.

D. PERFORMANCE

1. The Engineer hereby agrees that, upon the execution of this Agreement, it will enter upon the duties herein described, proceed with the work continuously, and make the various submittals for each phase of the work on or before the schedule developed and approved for each phase.

2. If any delay is caused to the Engineer by order of the Owner to change the design or plans; or by failure of the Owner to supply or cause to be supplied any data not otherwise available to the Engineer which is required in performing the work described or by other delays due to causes entirely beyond the control of the Engineer; then, in that event, the work authorization schedule will be adjusted equitably in writing, as mutually agreed between the Owner and the Engineer. However, the Engineer agrees it is not entitled to a claim for delay damages against the Owner for the delay of the performance of this Agreement caused by the Owner or third parties.

3. Since the work of the Engineer must be coordinated with the activities of the Owner (including firms employed by and governmental agencies and subdivisions working with the Owner), the Engineer shall advise the Owner in advance of all meetings and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.

4. The Engineer shall prepare an Engineer's Project Schedule (Project Schedule) to be used and updated throughout the life of the project to communicate progress and timeliness of the work. The Project Schedule shall be prepared prior to the signing of the Agreement and shall be negotiated and agreed to by both parties as the schedule of the work to be performed. The Project Schedule shall become an attachment to the Engineering Services Agreement and the effective date of the Agreement shall be the start date for the Project Schedule. The Project Schedule shall be prepared using input from all subconsultants working on the project for the Engineer, as well as input from the Owner.

End of Exhibit I

MASTER AGREEMENT FOR ENGINEERING SERVICES FOR LEA COUNTY AIRPORTS

EXHIBIT II
OWNER'S RESPONSIBILITIES

The Owner shall do the following in a timely manner so as not to delay the services of the Engineer described in Exhibit I, Engineer's Scope of Services:

1. Designate in writing a person to act as Owner's Project Manager with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information with respect to Engineer's services for the Project.

2. Provide criteria and information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations on the project.

3. Place at Engineer's disposal available information pertinent to the Project including copies of reports, drawings, maps and other data relative to design or construction of the Project all at no cost to the Engineer.

4. Arrange for access to and make provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

5. Review, provide comments on and approve studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer, obtain advice of an attorney, insurance counselor and other consultants as Owner requires for such examination and render in writing decisions pertaining thereto within a reasonable time. The Engineer shall not be entitled to delay damages against the Owner for delay of the performance of this Agreement caused by the Owner or any third parties.

6. Furnish approvals and permits from the governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7. Provide such accounting, independent cost estimating and insurance counseling services as Owner requires for the Project, such auditing services as the Owner requires to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Owner requires to ascertain that contractors are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

8. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of developments that affect the scope, timing or performance of Engineer's services, or defects or nonconformance in the work of Contractor(s).

End of Exhibit II

MASTER AGREEMENT FOR ENGINEERING SERVICES
FOR LEA COUNTY AIRPORTS

EXHIBIT III
PROJECT SCHEDULE

1. The Engineer hereby agrees that, immediately upon the execution of this Agreement, it will enter upon the duties herein prescribed, proceed with the work continuously, and make the various submittals on or before the schedule specified herein.

2. Written Authorization: the Owner shall not pay the Engineer for any services rendered before written authorization by the Owner is received by the Engineer, and the Owner shall not be liable to the Engineer for payment for such services.

3. The Engineer shall submit a project schedule for each project assigned and as agreed to with the Owner's Project Manager. The project schedule shall show the duration for each major milestone for the project as agreed to between the Owner and the Engineer. A typical design project shall have the following schedule milestones as applicable:

   a. Preliminary plans, design analysis report, and preliminary construction cost estimate within the agreed to number of calendar days from the date of receipt of written order to proceed with the Preliminary Design for each project phase.

   b. Final Design Phase plans, specifications, construction cost estimate, and contract documents for review within the agreed to number of calendar days from the date of receipt of written order to proceed with the Final Design for each project phase.

   c. Final construction contract documents ready for bid for the construction phase within the agreed to number of calendar days date of receipt of written comments from the Owner Project Manager on the Final Design submission,.

   d. "Record Drawings" within the agreed to number of calendar days after receipt of Marked up prints, drawings and other data supplied by the Project Manager.

4. If any delay is caused to the Engineer by order of the Owner to change the Scope of the study; or by failure of the Owner to provide the necessary reviews in a timely manner, or to supply or cause to be supplied any data not otherwise available to the Engineer which is required in performing the work described; or by other delays due to causes beyond the control of the engineer; then, in that event, the time schedules will be adjusted equitably in writing, as mutually agreed between the Owner and the Engineer at the moment a cause for delay occurs. The Engineer shall not be entitled to delay damages against the Owner for delay of the performance of this Agreement caused by the Owner or any third parties.

5. Because the work of the Engineer must be coordinated with the activities of the Owner (including firms employed by and governmental agencies and subdivisions working with the Owner), the Engineer shall advise the Owner's Project Manager in advance, of all meetings and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.

End of Exhibit III

MASTER AGREEMENT FOR ENGINEERING SERVICES
FOR LEA COUNTY AIRPORTS

EXHIBIT IV
BASIC HOURLY FEE SCHEDULE

AS OF _____

DEPARTMENT	BILLING CATEGORIES	RATE
Architectural	Principal Architect	
	Senior Architect	
	Project Architect	
	Registered Architect	
	Intern Architect 2	
	Intern Architect 1	
	Senior Architectural Designer	
	Architectural Designer I	
	Planner	
	Landscape/Irrigation Designer	
Civil Engineering	Principal Engineer	
	Senior Engineer	
	Project Engineer	
	Professional Engineer	
	Engineering Intern II	
	Engineering Intern I	
	Senior Civil Design Specialist	
	Engineering Design Specialist	
	Engineering Design Tech	
	Associate Engineering Design Tech	
Electrical Engineering	Principal Engineer	
	Senior Engineer	
	Project Engineer	
	Professional Engineer	
	Engineering Intern II	
	Engineering Intern I	
	Engineering Design Specialist	
	Engineering Design Tech	
	Associate Engineering Design Tech	

Water Resource Engineering	Principal Engineer	
	Senior Engineer	
	Project Engineer	
	Professional Engineer	
	Engineering Intern II	
	Engineering Intern I	
	Sr. Engineering Design Specialist	
	Engineering Design Specialist	
	Engineering Design Tech	
	O & M Specialist	
	Associate Engineering Design Tech	
CADD / Survey	CADD Operator II	
	CADD Operator I	
	Survey Technician	
	Two Person Survey Crew	
	Two Person GPS Survey Crew	
	Licensed Surveyor	
Construction Observation	Senior Observer/Manager	
	Senior Observer	
	Observer	
Administration	Administrative Aide I	
	Administrative Aide II	
	Administrative Support	
	Grants/Technical Administrator	
	Computer Technician	
	Senior Technical Writer / Editor	
Miscellaneous Expenses		
Copies	Per Copy	
Color Copies	Per 8 1/2 x 11 Copy	
Color Copies	Per 11 x 17 Copy	
Mileage	Per Mile (per IRS)	
Plots(24x36)	Per Sheet	
Prints(24x36)	Per Sheet	
Mylars(24x36)	Per Sheet	
Sub-Consultants	Cost x	

MASTER AGREEMENT FOR ENGINEERING SERVICES
FOR LEA COUNTY AIRPORTS

EXHIBIT V -- Sample Task Order

TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
_____ (ENGINEER)
AND LEA COUNTY, NM (OWNER), DATED _____, 20____.

TASK ORDER NO. _____

TASK TITLE: _____

The Owner directs the Engineer/Architect to provide services as described below:

_____

_____

_____

The Engineer/Architect estimates the period of performance to be as follows:
Services to be rendered within ____ days after receipt of written notice to proceed from Airport Manager.

The Engineer/Architect will be paid a lump sum fee as stated as based upon the following estimates the level of effort as follows:

Manhours: (specify estimated manhours per position and billing rate)

Manhour & Fee Estimate:

_____	_____ Hrs.	$ 0.00 /hr =	0.00
_____	_____ Hrs.	$ 0.00 /hr =	0.00
_____	_____ Hrs.	$ 0.00 /hr =	0.00
_____	_____ Hrs.	$ 0.00 /hr =	0.00
_____	_____ Hrs.	$ 0.00 /hr =	0.00
_____	_____ Hrs.	$ 0.00 /hr =	0.00
_____	_____ Hrs.	$ 0.00 /hr =	0.00

Subconsultants and Other Reimbursable Expenses:

_____	0.00
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SUBTOTAL	**0.00**
NMGRT @_____%	**0.00**
ESTIMATED TASK ORDER TOTAL	**$ 0.00**

Proposed by ENGINEER/ARCHITECT	**Recommended By**	**Approved by COUNTY**
_____	_____	_____
Date_____	Date_____	Date_____

Consideration of Lea County Resolution No. 19-MAY-138R Approving the following 1st Option to Renew Agreements Regarding Bid No. 03 2018 – 2019 Asphalt Emulsions – Indefinite Quantity for the Lea County Road Department:

- Ergon Asphalt & Emulsions
- HollyFrontier Refining & Marketing, LLC

In 2018, Lea County awarded portions of a bid for Asphalt Emulsions to Holly Asphalt and ERGON.

Lea County utilizes asphalt emulsions during the chip seal process that is used on county roadways for both existing maintenance of existing paved roadways and the surfacing of a new chip sealed roadway.

Staff wishes to extend it's existing contract with Holly Asphalt and ERGON through it's 2019-2020 1st Option to Renew of the 18-19 bid and contract.

This is an indefinite quantity contract with necessary funds budgeted in NMDOT grant projects and in 402-10-2051.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, May 23, 2019

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: May 7, 2019

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 05/08/2019	**SUBMITTED BY** Name/Title/Dept: Corey Needham/ Assistant County Manager
SUBJECT: ASPHALT EMULSIONS BID #03-(18-19) 1ST OPTION TO RENEW 2019-2020	**ATTACHMENT(S):** 1ST OTR RESOLUTION
NO. OF ORIGINALS FOR SIGNATURE: 01 Resolution 01 Agreement Ergon 01 Agreement Holly	**ACTION REQUESTED:** Action Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:

SUMMARY:

In 2018, Lea County awarded portions of a bid for Asphalt Emulsions to Holly Asphalt and ERGON.

Lea County utilizes asphalt emulsions during the chip seal process that is used on county roadways for both existing maintenance of existing paved roadways and the surfacing of a new chip sealed roadway.

Staff wishes to extend it's existing contract with Holly Asphalt and ERGON through it's 2019-2020 1st Option to Renew of the 18-19 bid and contract.

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel (If checked; how many: ☐) Laptop ☑ Projector ☑ Other:	**See Additional Summary Attached** ☐
SUBMITTER'S RECOMMENDATION(S): Staff recommends that an Option to Renew be awarded to both Holly Asphalt and ERGON as under the same conditions and rates as the original contract.	**Submitter's Signature** Department Director, Etc.
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be based upon the # of units of each product consumed at the listed price in the contract.	**Reviewed by Finance Director** Henry C Low Jr Digitally signed by Henry C Low Jr Date: 2019.05.13 15:10:08 -06'00'
LEGAL REVIEW: (Note: Travel does not need legal review)	**Reviewed by County Attorney**
COUNTY MANAGER REVIEW:	**Approved by County Manager** to be Placed on Agenda Digitally signed by Michael P. Gallagher II Date: 2019.05.22 16:27:21 -06'00'

Item 0306 **RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN**

Approved:	Denied:	Other:
Resolution No. 19-MAY-138R	Policy No.	Ordinance No.
Continued To:	Referred To:	Comments:

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 19-MAY-138R

A RESOLUTION APPROVING THE 2019 - 2020 1ST OPTION TO RENEW FOR ASPHALT EMULSIONS-INDEFINITE QUANTITY TO HOLLY ASPHALT AND ERGON

WHEREAS, the chip seal surfacing process is used on county roadways for both existing maintenance of existing paved roadways and the surfacing of new chip sealed roadways; *and*

WHEREAS, various asphalt emulsions are used during the chip sealing process; *and*

WHEREAS, no single bidder is able to supply all requested items in the bid; *and*

WHEREAS, on May 3, 2018, Lea County opened competitive bids. Holly Asphalt and ERGON were awarded for items in which each company was the low bid; *and*

WHEREAS, Lea County wishes to excise the 2019 - 2020 1st option to renew of the contracts.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County, that the 2019 - 2020 1st Option to Renew for Asphalt Emulsions be awarded to Holly Asphalt and ERGON is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair may finalize and sign any agreements consistent with the terms of this resolution.

PASSED and APPROVED on this 23rd day of May, 2019, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Rebecca Long (District 2), Chair
Voted: Yes No Abstain

_____
Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

_____
Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

_____
Jonathan Sena (District 4), Member
Voted: Yes No Abstain

_____
Richard Don Jones (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Kelli Williams, Deputy Clerk

_____
John W. Caldwell, County Attorney

2019 - 2020 -- 1ST OPTION TO RENEW

ASPHALT EMULSIONS AGREEMENT -- ERGON

THIS AGREEMENT is made between the **LEA COUNTY BOARD OF COMMISSIONERS**, acting by and through its Chairman and located in the County of Lea, State of New Mexico, (hereinafter referred to as "**COUNTY**") and **ERGON ASPHALT & EMULSIONS**, located at 49 E. Martin Street, Roswell, New Mexico, 88203 (hereinafter referred to as **ERGON**).

WHEREAS, the **COUNTY** has engaged **ERGON** to provide asphalt emulsions to the **COUNTY**;

NOW THEREFORE, the **COUNTY** hereby exercises their right to renew Bid #03 - (18-19) contract for a twelve-month term beginning on July 26, 2019 and ending July 25, 2020, upon the same terms and conditions contained in the original contract.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seals this 24th day of April, 2019.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
LEA COUNTY, NEW MEXICO

By: _____
Chairman

ATTEST: Keith Manes
Lea County Clerk

By: _____
Kelli Williams, Deputy Clerk

ERGON ASPHALT & EMULSIONS

By: _____

Approved as to Legal Sufficiency:

_____
John W. Caldwell, Lea County Attorney

STATE OF NM)
)ss.
COUNTY OF Chaves)

The foregoing instrument was acknowledged before me this 24th day of April, 2019 by [redacted] (Name), Area Sales Manager (Title), of Ergon Asphalt (Corporation) a Mississippi (Place of Incorporation) corporation, on behalf of said corporation.

My Commission Expires: 4/20/22

Official Seal,
Irma Ramirez
Notary Public
State of New Mexico
My Commission Expires:

Notary Public

2019 - 2020 -- 1ST OPTION TO RENEW

ASPHALT EMULSIONS AGREEMENT -- HOLLYFRONTIER

THIS AGREEMENT is made between the **LEA COUNTY BOARD OF COMMISSIONERS**, acting by and through its Chairman and located in the County of Lea, State of New Mexico, (hereinafter referred to as **"COUNTY"**) and **HOLLYFRONTIER REFINING & MARKETING, LLC**, located at P.O. Box 26743, Albuquerque, New Mexico, 87125 (hereinafter referred to as **HOLLY**).

WHEREAS, the **COUNTY** has engaged **HOLLY** to provide asphalt emulsions to the **COUNTY**;

NOW THEREFORE, the **COUNTY** hereby exercises their right to renew Bid #03 - (18-19) contract for a twelve-month term beginning on July 26, 2019 and ending July 25, 2020, upon the same terms and conditions contained in the original contract.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seals this 9 day of April, 2019.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
LEA COUNTY, NEW MEXICO

By: _____
Chairman

HOLLYFRONTIER REFINING & MARKETING, LLC

By: _____

ATTEST: Keith Manes
Lea County Clerk

By: _____
Kelli Williams, Deputy Clerk

Approved as to Legal Sufficiency:

_____
John W. Caldwell, Lea County Attorney

STATE OF New Mexico)
)ss.
COUNTY OF Bernalillo)

The foregoing instrument was acknowledged before me this 9 day of April, 2019 by Randall E. Clark (Name), Director of Marketing (Title) of HollyFrontier Refining & Marketing, LLC (Corporation) a Delaware (Place of Incorporation) corporation, on behalf of said corporation.

My Commission Expires: 5/10/2022

Diana L. Bradley-Reed
Notary Public

OFFICIAL SEAL
Diana L. Bradley-Reed
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5/10/2022

Consideration of Lea County Resolution No. 19-MAY-139R Approving a Cooperative Educational Services (CES) Agreement Between Lea County and Ramirez & Sons for Asphalt Overly of West Bender Roadway.

Lea County has budgeted, planned, and received pricing to apply a thin asphalt overlay on West Bender Roadway from the city limits to the west termini of the roadway.

This roadway is utilized by a both heavy and passenger vehicles and would benefit from an overlay on the existing chip seal.

Received bids and wish to contract with Ramirez and Sons through a CES contract to complete this work.

402-10-2043 (18/19)	$201,589
402-10-4251 (19/20)	$89,763
Total Cost:	$291,352

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, May 23, 2019

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: May 7, 2019

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 05/16/2019	**SUBMITTED BY** Name/Title/Dept: Corey Needham/ ACM
SUBJECT: West Bender Asphalt Overlay	**ATTACHMENT(S):** CES taskorder
NO. OF ORIGINALS FOR SIGNATURE: 01 Resolution 01 Agreement 00 ***Select One**	**ACTION REQUESTED:** Action Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:
"The County shall provide a safe, reliable, and efficeient transportation network, and county facilities shall be maintained and shall meet the changing needs of the public."

SUMMARY:

Lea County has budgeted, planned, and received pricing to apply a thin asphalt overlay on West Bender Roadway from the city limits to the west termini of the roadway.
This roadway is utilized by a both heavy and passenger vehicles and would benefit from an overlay on the existing chip seal.
Received bids and wish to contract with Ramirez and Sons through a CES contract to complete this work.
402-10-2043 (18/19) $201,589
402-10-4251 (19/20) $89,763
Total Cost: $291,352

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel ☐ If checked; how many: Laptop ☑ Projector ☑ Other:	**See Additional Summary Attached** ☐
SUBMITTER'S RECOMMENDATION(S): Staff recommend that LCBC award the project as presented and allow to staff to sign all documents related to completing the project.	**Submitter's Signature** Department Director, Etc. Corey Needham Digitally signed by Corey Needham Date: 2019.05.16 21:25:09 -06'00'
FINANCE REVIEW Fiscal Impact/Cost:	**Reviewed by Finance Director**
LEGAL REVIEW: (Note: Travel does not need legal review)	**Reviewed by County Attorney**
COUNTY MANAGER REVIEW:	**Approved by County Manager** to be Placed on Agenda Digitally signed by Michael P. Gallagher II Date: 2019.05.22 15:51:20 -06'00'

Item 0307 **RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN**

Approved: _____ Denied: _____ Other: _____
Resolution No. 19-MAY-139R Policy No. _____ Ordinance No. _____
Continued To: _____ Referred To: _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 19-MAY-139R

A RESOLUTION APPROVING COOPERATIVE EDUCATIONAL SERVICES (CES) TASK ORDER WITH RAMIREZ AND SONS FOR ASPHALT OVERLAY OF WEST BENDER ROADWAY

WHEREAS, roadways play a critical role in the emergency response, quality of life and economic vitality for citizens of Lea County; *and*

WHEREAS, West Bender is a roadway vital to the Lea County due to the heavy commercial and residential vehicles that use the roadway on a regular basis; *and*

WHEREAS, Lea County requested a quotes for the overlay the county portion of West Bender to extend its life and prevent damages consistent with chip seal roadways; *and*

WHEREAS, Lea County plans to utilized Lea County funds to complete the project; *and*

WHEREAS, Ramirez and Sons submitted the bid to CES for the proposed work.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County, that CES task order with Ramirez and Sons to overlay West Bender Roadway is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair may finalize and sign any agreements consistent with the terms of this resolution.

PASSED and APPROVED on this 23rd day of May, 2019, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Rebecca Long (District 2), Chair
Voted: Yes No Abstain

_____
Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

_____
Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

_____
Jonathan Sena (District 4), Member
Voted: Yes No Abstain

_____
Richard Don Jones (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Kelli Williams, Deputy Clerk

_____
John W. Caldwell, County Attorney

Job Order Contract

Price Proposal Summary - CSI

Date: May 15, 2019

Contract Number: 2016-004-R&S-R6
Job Order Number: 190507.00
Job Order Title: Lea County - West Bender Overlay Project
Contractor: Ramirez & Sons
Proposal Value: $291,352.79
Proposal Name: Lea County - West Bender Overlay Project
Detailed Scope:

Category - 01 - General Requirements:	**$44,221.04**
Category - 02 - Site Work:	**$3,638.46**
Category - 32 - Exterior Improvements:	**$243,493.29**
Proposal Total	**$291,352.79**

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: **0.00%**

Job Order Contract

Price Proposal Detail - CSI

Date: May 15, 2019

Contract Number: 2016-004-R&S-R6
Job Order Number: 190507.00
Job Order Title: Lea County - West Bender Overlay Project
Contractor: Ramirez & Sons
Proposal Value: $291,352.79
Proposal Name: Lea County - West Bender Overlay Project
Adjustment Factor(s) Used: 1.0000-No Adjustment, 1.3431-NWH Requiring State Wage Rates (Outside Tribal Land) > $60,000

Rec#	CSI Number	Mod.	UOM	Description	Line Total
CSI - 01 - General Requirements					
1	01 22 16 00 0004		EA	New Mexico Gross Receipts Tax – Varies by County	$14,290.08
			Installation	Quantity 14,290.08 x Unit Price $1.00 x Factor 1.0000 = Total $14,290.08	
2	01 22 16 00 0005		EA	Job Order Development Services	$16,402.42
			Installation	Quantity 16,402.42 x Unit Price $1.00 x Factor 1.0000 = Total $16,402.42	
3	01 22 16 00 0006		EA	New Mexico Gross Receipts Tax – Out of State Vendor	$840.62
			Installation	Quantity 840.62 x Unit Price $1.00 x Factor 1.0000 = Total $840.62	
4	01 22 20 00 0052		DAY	Pilot Vehicle With DriverIncludes CB and radio, "Follow Me" sign, "Wait For Pilot Car" signs on barricades where required.	$3,997.13
			Installation	Quantity 7.00 x Unit Price $425.15 x Factor 1.3431 = Total $3,997.13	
5	01 22 20 00 0053		HR	Flagperson For Traffic Control	$7,921.87
			Installation	Quantity 220.00 x Unit Price $26.81 x Factor 1.3431 = Total $7,921.87	
6	01 55 26 00 0005		LF	4" Reflective Removable Traffic Line Tape	$768.92
			Installation	Quantity 250.00 x Unit Price $2.29 x Factor 1.3431 = Total $768.92	
		User Note:	YELLOW TABS		
Subtotal for CSI - 01 - General Requirements:					**$44,221.04**
CSI - 02 - Site Work					
7	02 41 13 13 0021		SY	>6" To 9" By Machine, Break-up And Remove Bituminous Paving	$3,638.46
			Installation	Quantity 225.00 x Unit Price $12.04 x Factor 1.3431 = Total $3,638.46	
Subtotal for CSI - 02 - Site Work:					**$3,638.46**
CSI - 32 - Exterior Improvements					
8	32 11 16 16 0008		SY	9" Crushed Aggregate Base Course	$3,040.11
			Installation	Quantity 225.00 x Unit Price $10.06 x Factor 1.3431 = Total $3,040.11	
9	32 12 13 13 0001		SY	Tack Coat, 0.04 Gallon/SY	$8,074.93
			Installation	Quantity 21,472.00 x Unit Price $0.28 x Factor 1.3431 = Total $8,074.93	
10	32 12 13 19 0001		SY	Surface Prime Coat, 0.26 Gallon/SY	$265.93
			Installation	Quantity 225.00 x Unit Price $0.88 x Factor 1.3431 = Total $265.93	

Job Order Number: 190507.00
Job Order Title: Lea County - West Bender Overlay Project

Rec#	CSI Number	Mod.	UOM	Description	Line Total
CSI - 32 - Exterior Improvements					
11	32 12 16 13 0005		SY	2" Thick Binder CourseIncludes placement, rolling, finishing and sweeping.	$232,112.32

	Quantity		Unit Price		Factor		Total
Installation	21,472.00	x	$10.81	x	1.0000	=	$232,112.32

Subtotal for CSI - 32 - Exterior Improvements: **$243,493.29**

Proposal Total **$291,352.79**

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: **0.00%**

CONSTRUCTORS, INC

Dirt, Asphalt, Concrete, and Utilities Construction
Aggregate and Asphalt Products
Public Works Registration # 0101462009071

Proposal Submitted To:	Lea County	Job Name:	West Bender Widening and Reconstruction
Attn:	Corey Needham	Place of Job	Lea County
Billing Address:		Architect or Engineer:	
City, State, Zip:		Date of Plans:	
Phone #:	cneedham@leacounty.net	Date of Proposal:	5/14/19
Fax #:		Special Note / Addendum(s):	PER CES AND RS MEANS PRICING

We propose to perform the attached items per CES Contract 18-010B-R2013-567 : RS MEANS JOC Paving. Concrete, Site Work and Other Related Services Region 5,6,7

Perform clearing and grubbing, earthwork, borrow, subgrade prep, asphalt tack, apply prime coat, install 2" asphalt, provide traffic control	FOR	$ 270,089.61
	SUB TOTAL	$ 270,089.61
	FACTOR USED	1.090
SUBTOTAL WITH FACTOR	FOR	$ 294,397.67
Discounted- asphalt emusion is owner furnished	% DISCOUNT ON FACTOR	4.00
	NET DISCOUNT	$ 11,775.91
SUBTOTAL AFTER DISCOUNT	FOR	$ 282,621.76
BOND RATE (1.5%)	FOR	$ 4,239.33
SUBTOTAL WITH BOND	FOR	$ 286,861.09
NMGRT (5.5%)	FOR	$ 15,777.36
	NET TOTAL	$ 302,638.45

PLEASE NOTE: This proposal must be made an integral part of any contract or subcontract arising from it, or all prices, exclusions, terms, and conditions are null and void. Owner responsible for eradicating any vegetation issues prior to any work; Constructors not responsible for weeds that arise after installation of materials.

PRICE EXCLUSIONS:	PERMITS, TESTING, SURVEY, ANY WORK NOT SPECIFICALLY STATED ABOVE

We Hereby Propose to furnish labor, materials and equipment to complete the project in accordance with above specifications, for the sum listed above plus New Mexico Gross Receipt Tax, with payment due upon receipt of invoice unless prior agreement has been made. Any alterations or deviations from the above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the proposed amount above. If payment is not received within 30 days from date of invoice, interest will be charged at 1 1/2% per month or fraction of a month on the unpaid balance plus incidental collection costs, including attorney fees. (As allowed by New Mexico Statute N.M.S.A. 1978,Section 57-28-5). This proposal also serves as acknowledgment of Constructors' request for the location of underground facilities. The property owner and/or the General contractor is responsible for the location of such facilities on private property. Constructors, Inc. is not responsible for damages to underground facilities which are not located and/or mislocated. Facilities are defined as computer lines, telephone, gas, water, sewer, electric, sprinkler, or any other facility installed by man.

Facilities shall be marked prior to the beginning of Constructors, Inc.'s work on the project site. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in the legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to the legal action, as determined by a court of competent jurisdiction.

All material is guaranteed to be as specified. All work is to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by worker's compensation insurance. See additional conditions on back.

Authorized Signature: *Jesus Fierro*
Jesus Fierro
Note: This proposal may be withdrawn by us if not accepted within 45 days.

Acceptance of Proposal--The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date Accepted: _____

3003 S. BOYD DR. - CARLSBAD, NM 88220 - PHONE (575) 885-8838 - FAX (575) 887-0896

SERVING CHAVES, EDDY AND LEA COUNTIES
Website - www.ciconstructors.com

Price Proposal SpreadSheet - 51

This proposal was prepared exclusively for Constructors Incorporated

Job Number: 51
Job Name: West Bender Overlay and Widening Project
Contractor: Constructors Inc
Certified Proposal Number: Yet to be certified
Date Created: 05/14/2019
Last Update: 05/14/2019
Proposal Value: $270,089.61
Construction Procurement Catalog: ROSWELL, NM - Year 2019

CSI Number	Description	Duration	Quantity	UOM	UnitPrice	Coefficient	Line Total
31 Earthwork							**$5,453.43**
31 11 10 10 0150	Clearing & grubbing, grub stumps and remove		0.25	Acre	$1,745.41	1.0000 Normal Hours	$436.35
31 23 16 46 2420	Excavating, bulk, dozer, open site, bank measure, common earth, 80 HP dozer, 300' haul		75.00	B.C.Y.	$11.41	1.0000 Normal Hours	$855.86

Proposal Total $270,089.61

CSI Number	Description	Duration	Quantity	UOM	UnitPrice	Coefficient	Line Total
31 23 23 15 7080	Borrow, topsoil or loam, 5 C.Y. bucket, loading and/or spreading, front end loader, wheel mounted		150.00	B.C.Y.	$24.37	1.0000 Normal Hours	$3,656.07
31 23 23 25 2900	Compaction, airports, subgrade, cohesive soils, 95% proctor, 6" depth		300.00	S.Y.	$1.68	1.0000 Normal Hours	$505.14
32 Exterior Improvements							**$254,636.18**
32 12 16 13 0811	Plant-mix asphalt paving, for highways and large paved areas, binder course, alternate method for developing paving costs, 2" thick, no hauling included		2,490.00	Ton	$88.25	1.0000 Normal Hours	$219,734.53
						Proposal Total	$270,089.61

CSI Number	Description	Duration	Quantity	UOM	UnitPrice	Coefficient	Line Total
32 12 16 13 3000	Plant-mix asphalt paving, pre-treatment for paving, prime coat, emulsion, 0.30 gallons/S.Y., 1000 S.Y.		300.00	S.Y.	$3.21	1.0000 Normal Hours	$964.14
32 12 16 13 3100	Plant-mix asphalt paving, pre-treatment for paving, tack coat, emulsion, 0.10 gallons/S.Y., 1000 S.Y.		21,474.00	S.Y.	$1.58	1.0000 Normal Hours	$33,937.51
34 Transportation							**$10,000.00**
Non-Prepriced Item	Traffic Control - Pilot car		4.00	EA	$2,500.00	1.0000 Normal Hours	$10,000.00
						Proposal Total	$270,089.61

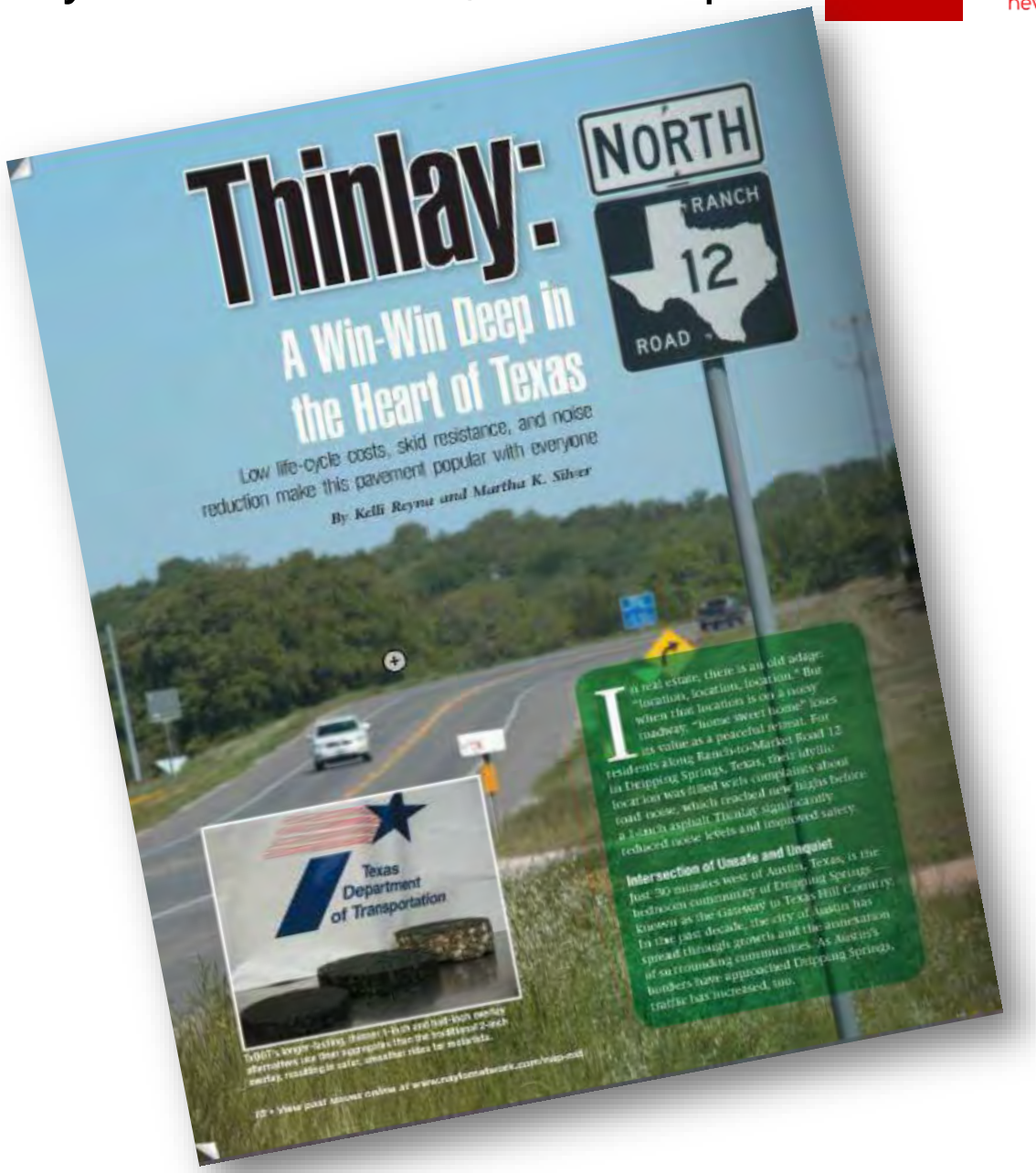
Consideration of Lea County Resolution No. 19-MAY-140R Approving a Cooperative Educational Services (CES) Agreement Between Lea County and Constructors, Inc. for Asphalt Overly of County Road 1.

Lea County has budgeted, planned, and received pricing to apply a thin asphalt overlay on Orla Road from the state line to the a location approximately 6 miles north.

This roadway is utilized by a large amount heavy commercial traffic and would benefit from an overlay on the existing
chip seal.

Staff has engineered and estimated the work needed for this construction and wishes to contract Constructors Inc. through a CES contract to complete this work.

402-10-4251
Total cost: $998,486.65



LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, May 23, 2019

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: May 7, 2019

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	**SUBMITTED BY** Name/Title/Dept:
05/15/2019	Corey Needham/ ACM
SUBJECT: CR1 Roadway Thin Overlay	**ATTACHMENT(S):** CES taskorder
NO. OF ORIGINALS FOR SIGNATURE: 01 Resolution 01 Agreement 00 ***Select One**	**ACTION REQUESTED:** Action Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:
"The County shall provide a safe, reliable, and efficeient transportation network, and county facilities shall be maintained and shall meet the changing needs of the public."

SUMMARY:
Lea County has budgeted, planned, and received pricing to apply a thin asphalt overlay on CR-1 Roadway for approximately 6 miles north. This roadway is utilized by a large amount heavy commercial traffic and would benefit from an overlay on the existing chip seal.
Staff has engineered and estimated the work needed for this construction and wishes to contract Constructors Inc. through a CES contract to complete this work.

402-10-4251

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.:
Easel ☐ (If checked; how many:) Laptop ☑ Projector ☑ Other:

See Additional Summary Attached ☐

SUBMITTER'S RECOMMENDATION(S):
Staff recommend that LCBC award the project as presented and allow to staff to sign all documents related to completing the project.

Submitter's Signature
Department Director, Etc.

FINANCE REVIEW Fiscal Impact/Cost:
The financial impact to Lea County will be expenditures from the Road Fund of $998,486.65. Funds are budgeted and available in 402-10-4251.

Reviewed by Finance Director
Henry C Low Jr
Digitally signed by Henry C Low Jr
Date: 2019.05.15 11:15:43 -06'00'

LEGAL REVIEW:
(Note: Travel does not need legal review)

Reviewed by County Attorney

COUNTY MANAGER REVIEW:

Approved by County Manager
to be Placed on Agenda
Digitally signed by Michael P. Gallagher II
Date: 2019.05.22 15:38:32 -06'00'

Item 0308

RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN

Approved: _____ Denied: _____ Other: _____
Resolution No. 19-MAY-140R Policy No. _____ Ordinance No. _____
Continued To: _____ Referred To: _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 19-MAY-140R

A RESOLUTION APPROVING COOPERATIVE EDUCATIONAL SERVICES (CES) TASK ORDER WITH CONSTRUCTORS INC TO APPLY A TOM OVERLAY TO CR1 ROADWAY – 6 MILES

WHEREAS, roadways play a critical role in the emergency response, quality of life and economic vitality for citizens of Lea County; *and*

WHEREAS, CR1 Road is a roadway vital to the Lea County due to the heavy commercial vehicles that use the roadway on a regular basis; *and*

WHEREAS, Lea County requested a quote for the overlay a portion of CR1 Road to extend its life and prevent damages consistent with chip seal roadways; *and*

WHEREAS, Lea County plans to utilized Lea County funds to complete the project; *and*

WHEREAS, Constructors Inc. submitted the bid to CES for the proposed work.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County, that CES task order with Constructors Inc. to overlay 6 miles of CR1 Road is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair may finalize and sign any agreements consistent with the terms of this resolution.

PASSED and APPROVED on this 23rd day of May, 2019, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Rebecca Long (District 2), Chair
Voted: Yes No Abstain

_____
Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

_____
Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

_____
Jonathan Sena (District 4), Member
Voted: Yes No Abstain

_____
Richard Don Jones (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Kelli Williams, Deputy Clerk

_____
John W. Caldwell, County Attorney

CONSTRUCTORS, INC

Dirt, Asphalt, Concrete, and Utilities Construction
Aggregate and Asphalt Products
Public Works Registration # 0101462009071

Proposal Submitted To:	**Lea County**	Job Name:	**County Road 1 MM6 - MM12**
Attn:	**Cory Needham, PE**	Place of Job	**Lea County**
Billing Address:		Architect or Engineer:	
City, State, Zip:	**Lea County**	Date of Plans:	
Phone #:	575 391-2942	Date of Proposal:	**5/14/19**
Fax #:	**575 392-6904**	Special Note / Addendum(s):	**PER CES AND RS MEANS PRICING**

We propose to perform the attached items per CES Contract 2013-029 CSI RFP C:JOC Paving. Concrete, Site Work and Other Related Services Region 6

FURNISH LABOR, EQUIPMENT, AND MATERIAL TO: PERFORM 1" TOM FOR APPROXIMATELY 6 MILES OF COUNTY ROAD 1, INSTALL TACK, INSTALL 1" HMA, APPROXIMATELY 112,640.00 SY. INCLUDING TRAFFIC CONTROL.	FOR	$ 869,807.00
	SUB TOTAL	$ 869,807.00
	FACTOR USED	1.090
SUBTOTAL WITH FACTOR	FOR	$ 948,089.63
Discounted- asphalt emusion is owner furnished	% DISCOUNT ON FACTOR	1.65
	NET DISCOUNT	$ 15,643.48
SUBTOTAL AFTER DISCOUNT	FOR	$ 932,446.15
BOND RATE (1.5%)	FOR	$ 13,986.69
SUBTOTAL WITH BOND	FOR	$ 946,432.84
NMGRT (5.5%)	FOR	$ 52,053.81
	NET TOTAL	$ 998,486.65

PLEASE NOTE: This proposal must be made an integral part of any contract or subcontract arising from it, or all prices, exclusions, terms, and conditions are null and void. Owner responsible for eradicating any vegetation issues prior to any work; Constructors not responsible for weeds that arise after installation of materials.

PRICE EXCLUSIONS:	PERMITS, TESTING, SURVEY, ANY WORK NOT SPECIFICALLY STATED ABOVE

We Hereby Propose to furnish labor, materials and equipment to complete the project in accordance with above specifications, for the sum listed above plus New Mexico Gross Receipt Tax, with payment due upon receipt of invoice unless prior agreement has been made. Any alterations or deviations from the above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the proposed amount above. If payment is not received within 30 days from date of invoice, interest will be charged at 1 1/2% per month or fraction of a month on the unpaid balance plus incidental collection costs, including attorney fees. (As allowed by New Mexico Statute N.M.S.A. 1978,Section 57-28-5). This proposal also serves as acknowledgment of Constructors' request for the location of underground facilities. The property owner and/or the General contractor is responsible for the location of such facilities on private property. Constructors, Inc. is not responsible for damages to underground facilities which are not located and/or mislocated. Facilities are defined as computer lines, telephone, gas, water, sewer, electric, sprinkler, or any other facility installed by man.

Facilities shall be marked prior to the beginning of Constructors, Inc.'s work on the project site. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in the legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to the legal action, as determined by a court of competent jurisdiction.

All material is guaranteed to be as specified. All work is to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by worker's compensation insurance. See additional conditions on back.

Authorized Signature: *Jesus Fierro*
Jesus Fierro

Note: This proposal may be withdrawn by us if not accepted within 45 days.

Acceptance of Proposal--The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date Accepted: _____

3003 S. BOYD DR. - CARLSBAD, NM 88220 - PHONE (575) 885-8838 - FAX (575) 887-0896

SERVING CHAVES, EDDY AND LEA COUNTIES
Website - www.ciconstructors.com

Price Proposal SpreadSheet - 54

This proposal was prepared exclusively for Constructors Incorporated

Job Number: 54
Job Name: County Road 1 - 6 miles
Contractor: Constructors Inc
Certified Proposal Number: Yet to be certified
Date Created: 05/14/2019
Last Update: 05/14/2019
Proposal Value: $869,807.00
Construction Procurement Catalog: ROSWELL, NM - Year 2018

CSI Number	Description	Duration	Quantity	UOM	UnitPrice	Coefficient	Line Total
01 General Requirements							**$10,000.50**
01 54 36 50 1500	Mobilization or demobilization, delivery charge for equipment, hauled on 40-ton capacity towed trailer		15.00	Ea.	$666.70	1.0000 Normal Hours	$10,000.50
32 Exterior Improvements							**$834,806.50**
Non-Prepriced Item	Hauling Asphalt		6,860.00	TON	$14.00	1.0000 Normal Hours	$96,040.00
32 01 13 62 3240	Asphalt surface treatment, tack coat, emulsion, 0.05 gallons/S.Y., 10,000 S.Y.		112,640.00	S.Y.	$0.43	1.0000 Normal Hours	$48,806.91
						Proposal Total	$869,807.00

CSI Number	Description	Duration	Quantity	UOM	UnitPrice	Coefficient	Line Total
32 12 16 13 0850	Plant-mix asphalt paving, for highways and large paved areas, wearing course, alternate method for developing paving costs, 1" thick, no hauling included		6,860.00	Ton	$100.58	1.0000 Normal Hours	$689,959.59
34 Transportation							**$25,000.00**
Non-Prepriced Item	Traffic Control - Pilot car		10.00	EA	$2,500.00	1.0000 Normal Hours	$25,000.00
						Proposal Total	$869,807.00

Consideration of Lea County Resolution No. 19-MAY-141R Approving a Cooperative Educational Services (CES) Agreement Between Lea County and Constructors, Inc. for Asphalt Overly of County Road 21.

Lea County has budgeted, planned, and received pricing to apply a thin asphalt overlay on CR 21 Roadway for a 2.2 mile length.

This roadway is utilized by a large amount heavy commercial traffic and would benefit from an overlay on the existing
chip seal.

Staff has engineered and estimated the work needed for this construction and wishes to contract Constructors Inc. through a CES contract to complete this work.

402-10-4251 ($233,022.90)
402-10-2051 ($136,167.10)

Total cost: $369,190.51

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, May 23, 2019

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: May 7, 2019

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	**SUBMITTED BY** Name/Title/Dept:
05/15/2019	Corey Needham/ ACM
SUBJECT: CR 21 Thin Overlay - Phase 1	**ATTACHMENT(S):** CES taskorder
NO. OF ORIGINALS FOR SIGNATURE: 01 Resolution 01 Agreement 00 ***Select One**	**ACTION REQUESTED:** Action Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:
"The County shall provide a safe, reliable, and efficeient transportation network, and county facilities shall be maintained and shall meet the changing needs of the public."

SUMMARY:
Lea County has budgeted, planned, and received pricing to apply a thin asphalt overlay to CR 21 Roadway for a 2.2 mile length. This roadway is utilized by a large amount of heavy commercial traffic and will benefit from an overlay on the existing chip seal.

Staff has received a qualified quote for the work and wishes to contract Constructors Inc. through CES to complete this work.
Total Cost: $369.190.51
402-10-4251 ($233,022.90)
402-10-2051 ($136,167.10

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.:	**See Additional Summary Attached**
Easel ☐ If checked; how many: Laptop ☑ Projector ☑ Other:	☐

SUBMITTER'S RECOMMENDATION(S):	**Submitter's Signature** Department Director, Etc.
Staff recommend that LCBC award the project as presented and allow to staff to sign all documents related to completing the project.	Corey Needham — Digitally signed by: Corey Needham DN: CN = Corey Needham email = coneedham@leacounty.net C = ADO = Lea County Government Date: 2019.05.15 13:28:57 -06'00'
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from the Road Fund of $369,190.51. Funds are budgeted and available in 402-10-4251 and 2051.	**Reviewed by Finance Director** Henry C Low Jr — Digitally signed by Henry C Low Jr Date: 2019.05.15 13:48:28 -06'00'
LEGAL REVIEW: (Note: Travel does not need legal review)	**Reviewed by County Attorney**
COUNTY MANAGER REVIEW:	**Approved by County Manager** to be Placed on Agenda — Digitally signed by Michael P. Gallagher II Date: 2019.05.22 14:57:02 -06'00'

Item 0309 **RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN**

Approved: _____ Denied: _____ Other: _____
Resolution No. 19-MAY-141R Policy No. _____ Ordinance No. _____
Continued To: _____ Referred To: _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 19-MAY-141R

A RESOLUTION APPROVING COOPERATIVE EDUCATIONAL SERVICES (CES) TASK ORDER WITH CONSTRUCTORS INC TO APPLY A TOM OVERLAY TO CR 21 – 2.2 MILES

WHEREAS, roadways play a critical role in the emergency response, quality of life and economic vitality for citizens of Lea County; *and*

WHEREAS, CR 21 is a roadway vital to the Lea County due to the heavy commercial vehicles that use the roadway on a regular basis; *and*

WHEREAS, Lea County requested a quote for the overlay a portion of CR 21 Roadway to extend its life and prevent damages consistent with chip seal roadways; *and*

WHEREAS, Lea County plans to utilized Lea County funds to complete the project; *and*

WHEREAS, Constructors Inc. submitted the bid to CES for the proposed work.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County, that CES task order with Constructors Inc. to overlay 2 miles of CR 21 Road is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair may finalize and sign any agreements consistent with the terms of this resolution.

PASSED, APPROVED and ADOPTED on this 23rd day of May, 2019, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Rebecca Long (District 2), Chair
Voted: Yes No Abstain

_____
Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain

_____
Gary G. Eidson (District 3), Member
Voted: Yes No Abstain

_____
Jonathan Sena (District 4), Member
Voted: Yes No Abstain

_____
Richard Don Jones (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Kelli Williams, Deputy Clerk

_____
John W. Caldwell, County Attorney

CONSTRUCTORS, INC

Dirt, Asphalt, Concrete, and Utilities Construction
Aggregate and Asphalt Products
Public Works Registration # 0101462009071

Proposal Submitted To:	**Lea County**	Job Name:	**Delaware Road 2.2 Miles**
Attn:	**Cory Needham, PE**	Place of Job	**Lea County**
Billing Address:		Architect or Engineer:	
City, State, Zip:	**Lea County**	Date of Plans:	
Phone #:	575 391-2942	Date of Proposal:	**5/14/19**
Fax #:	**575 392-6904**	Special Note / Addendum(s):	**PER CES AND RS MEANS PRICING**

We propose to perform the attached items per CES Contract 2013-029 CSI RFP C:JOC Paving. Concrete, Site Work and Other Related Services Region 6

FURNISH LABOR, EQUIPMENT, AND MATERIAL TO: PERFORM 1" TOM FOR APPROXIMATELY 2.2 MILES OF DELAWARE ROAD, INSTALL TACK, INSTALL 1" HMA, APPROXIMATELY 41,302.00 SY. INCLUDING TRAFFIC CONTROL.	FOR	$ 321,611.20
	SUB TOTAL	$ 321,611.20
	FACTOR USED	1.090
SUBTOTAL WITH FACTOR	FOR	$ 350,556.21
Discounted- asphalt emusion is owner furnished	% DISCOUNT ON FACTOR	1.65
	NET DISCOUNT	$ 5,784.18
SUBTOTAL AFTER DISCOUNT	FOR	$ 344,772.03
BOND RATE (1.5%)	FOR	$ 5,171.58
SUBTOTAL WITH BOND	FOR	$ 349,943.61
NMGRT (5.5%)	FOR	$ 19,246.90
	NET TOTAL	**$ 369,190.51**

PLEASE NOTE: This proposal must be made an integral part of any contract or subcontract arising from it, or all prices, exclusions, terms, and conditions are null and void. Owner responsible for eradicating any vegetation issues prior to any work; Constructors not responsible for weeds that arise after installation of materials.

PRICE EXCLUSIONS:	PERMITS, TESTING, SURVEY, ANY WORK NOT SPECIFICALLY STATED ABOVE

We Hereby Propose to furnish labor, materials and equipment to complete the project in accordance with above specifications, for the sum listed above plus New Mexico Gross Receipt Tax, with payment due upon receipt of invoice unless prior agreement has been made. Any alterations or deviations from the above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the proposed amount above. If payment is not received within 30 days from date of invoice, interest will be charged at 1 1/2% per month or fraction of a month on the unpaid balance plus incidental collection costs, including attorney fees. (As allowed by New Mexico Statute N.M.S.A. 1978,Section 57-28-5). This proposal also serves as acknowledgment of Constructors' request for the location of underground facilities. The property owner and/or the General contractor is responsible for the location of such facilities on private property. Constructors, Inc. is not responsible for damages to underground facilities which are not located and/or mislocated. Facilities are defined as computer lines, telephone, gas, water, sewer, electric, sprinkler, or any other facility installed by man.
Facilities shall be marked prior to the beginning of Constructors, Inc.'s work on the project site. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in the legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to the legal action, as determined by a court of competent jurisdiction.

All material is guaranteed to be as specified. All work is to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by worker's compensation insurance. See additional conditions on back.

Authorized Signature: *Jesus Fierro*
Jesus Fierro
Note: This proposal may be withdrawn by us if not accepted within 45 days.

Acceptance of Proposal--The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____
Date Accepted: _____

3003 S. BOYD DR. - CARLSBAD, NM 88220 - PHONE (575) 885-8838 - FAX (575) 887-0896

SERVING CHAVES, EDDY AND LEA COUNTIES
Website - www.ciconstructors.com

Price Proposal SpreadSheet - 53

This proposal was prepared exclusively for Constructors Incorporated

Job Number: 53
Job Name: Delaware Road 2.2 Miles
Contractor: Constructors Inc
Certified Proposal Number: Yet to be certified
Date Created: 05/14/2019
Last Update: 05/14/2019
Proposal Value: $321,611.20
Construction Procurement Catalog: ROSWELL, NM - Year 2018

CSI Number	Description	Duration	Quantity	UOM	UnitPrice	Coefficient	Line Total
01 General Requirements							**$10,000.50**
01 54 36 50 1500	Mobilization or demobilization, delivery charge for equipment, hauled on 40-ton capacity towed trailer		15.00	Ea.	$666.70	1.0000 Normal Hours	$10,000.50
32 Exterior Improvements							**$304,110.70**
Non-Prepriced Item	Hauling Asphalt		2,520.00	TON	$13.00	1.0000 Normal Hours	$32,760.00
32 01 13 62 3240	Asphalt surface treatment, tack coat, emulsion, 0.05 gallons/S.Y., 10,000 S.Y.		41,302.00	S.Y.	$0.43	1.0000 Normal Hours	$17,896.16
						Proposal Total	$321,611.20

CSI Number	Description	Duration	Quantity	UOM	UnitPrice	Coefficient	Line Total
32 12 16 13 0850	Plant-mix asphalt paving, for highways and large paved areas, wearing course, alternate method for developing paving costs, 1" thick, no hauling included		2,520.00	Ton	$100.58	1.0000 Normal Hours	$253,454.54
34 Transportation							**$7,500.00**
Non-Prepriced Item	Traffic Control - Pilot car		3.00	EA	$2,500.00	1.0000 Normal Hours	$7,500.00
						Proposal Total	$321,611.20

Discussion/Presentation of United Way Lea County.

United Way of Lea County

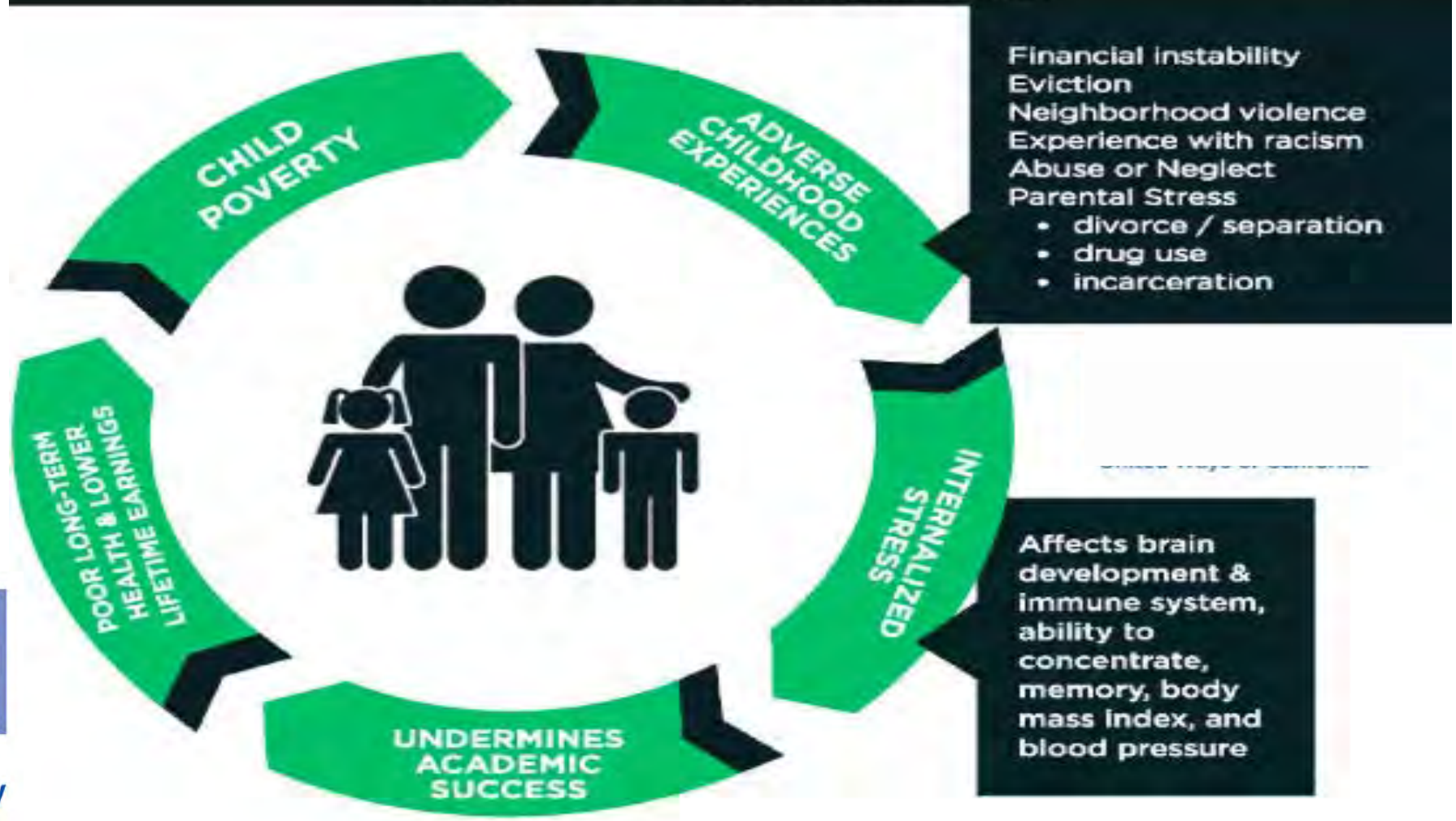
"If our hopes of building a better and safer world are to become more than wishful thinking, we will need the engagement of volunteers more than ever."

- Kofi Annan

United Way of Lea County

Poverty is a threat to public health

The cycle of poverty and poor health



United Way of Lea County

- Truancy vs Chronic Absence
- Over 18 days a year
- More than 85 percent of the curriculum is taught by reading.
- By the end of third grade, 74 percent of struggling readers won't ever catch up.
- Important predictors of graduating from high school is reading proficiently by the end of third grade.

United Way of Lea County

Impact approach #LeaCountyYouth

United Way of Lea County

United Way of Lea County

Our role

We are not involved in politics

We do not engage in religious debate

We are a neutral partner with one main goal:

Service

Community Involvement and Collaboration
Community Services
Family Engagement

United Way of Lea County

United Way of Lea County

2020 Partner Agencies

United Way • AIRS 2-1-1 Get Connected. Get Answers.

WHH OBBS

BOY SCOUTS OF AMERICA CONQUISTADOR COUNCIL

FIA Faith In Action

THE SALVATION ARMY DOING THE MOST GOOD

BOYS & GIRLS CLUB OF HOBBS

Light of Lea County

CASA Court Appointed Special Advocates FOR CHILDREN

CASA of Lea County

OPPORTUNITY HOUSE, INC. "People helping people help themselves"

Isaiah's Soup Kitchen Is. 58:11

Option, Inc.

Heart's Desire Psalm 20:4 www.heartsdesireinc.org

girl scouts of the desert southwest

American Red Cross

Offering workshops for Board development

United Way of Lea County

Interested in running a
UNITED WAY WORKPLACE CAMPAIGN?
Your company and team will flourish.
Boost employee morale
Energize your team
Support 13 partner agencies
Be a part of the solution
Build your company's philanthropic presence
Increase community involvement
Transform Lea County

Annual United Way Grants provided funds for:

Lea County Commission for the Arts
- 2nd year of the Afterschool Arts Program at the Boys and Girls Club of Hobbs

MyPower
- Young Girl's Empowerment Program

Girl Scouts
- Anti-Bullying Programs (In-School)
- Camp CEO Money Management

Lea County Commission for the Arts
- After school fine arts and performing arts program.

Friends of the Hobbs Public Library
- Books for children attending Tuesday Twos and Story Hour.

Heart's Desire
- Therapeutic Garden in Lovington

United Way of Lea County

Salvation Army
- Family Healthy Eating Training

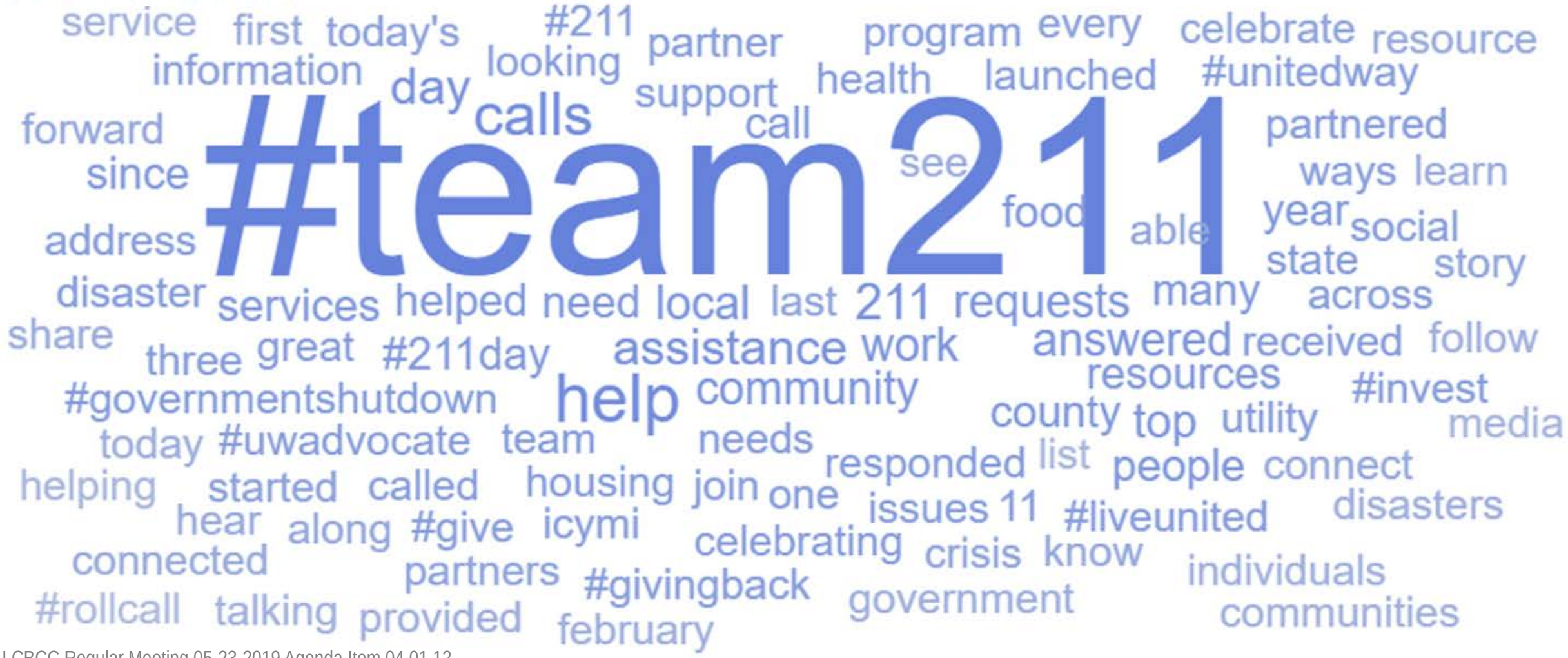
CASA of Lea County
- New outdoor play area to accommodate families

Habitat for Humanity
- Guest Volunteer RV Facility

United Way of Lea County

United Way of Lea County Health & Human Services Help Line **2-1-1**

NEED HELP**?** WANT HELP**?**



Discussion/Presentation of United Way Lea County.

United Way Events

United Way

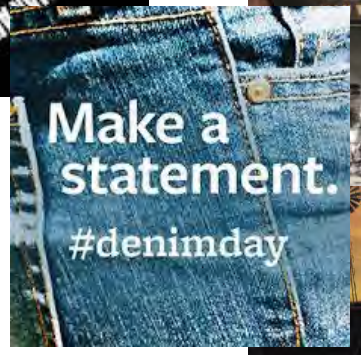
United Way • ATRS 2-1-1 Get Connected. Get Answers.

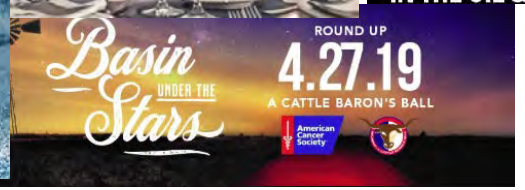
United Way of Lea County

STUFF a BUS

MAKE 2020 CENSUS COUNT!

UNITED WAY OF LEA COUNTY CHILIFEST





United Way Day of Action

Career Help

United Way World Wide

Career Navigator: provides youth facing multiple barriers with access to interconnected education, training, job placement,
Soft-skills and wrap-around support services. Through partnership with agencies and employers, United Way's Career Navigator
Is now helping youth gain industry-recognized credentials needed for in-demand employment opportunities in four sectors: Oil & Gas, Energy, Construction & IT

Networks: an employment networking and
Mentoring initiative that allows young people
To make the professional connects they need
To find meaningful work.

Discussion/Presentation of United Way Lea County.

United Way of Lea County

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, May 23, 2019

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: May 7, 2019

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	SUBMITTED BY Name/Title/Dept:
05/14/2019	Linda Boes/President & CEO/United Way of Lea County
SUBJECT: United Way Presentation	**ATTACHMENT(S):** PowerPoint
NO. OF ORIGINALS FOR SIGNATURE: 00 ***Select One** 00 ***Select One** 00 ***Select One**	**ACTION REQUESTED:** Discussion Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:

Section 2.1: Collaboration & partnership with local communities, agencies and government entities is essential for success.
Section 2.3: Continuous communication with the public is beneficial and necessary.
Section 2.5: Public and employee involvement and participation is beneficial, needed and valued.

SUMMARY:

15 Minute Presentation to the Commission and Public regarding United Way

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.:	See Additional Summary Attached
Easel ☐ (If checked; how many:) Laptop ☑ Projector ☑ Other:	☐

SUBMITTER'S RECOMMENDATION(S):	Submitter's Signature Department Director, Etc.
Presentation Only	Sarah Stout-Brito
FINANCE REVIEW Fiscal Impact/Cost: ByPass Finance Review	Reviewed by Finance Director: ByPass Finance Review — Digitally signed by ByPass Finance Review Date: 2019.05.21 10:47:57 -06'00'
LEGAL REVIEW: ByPass Legal Review (Note: Travel does not need legal review)	Reviewed by County Attorney: ByPass Legal Review — Digitally signed by ByPass Legal Review Date: 2019.05.21 10:48:06 -06'00'
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda — Digitally signed by Michael P. Gallagher II Date: 2019.05.21 10:48:19 -06'00'

Item 0401

RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN

Approved: _____ Denied: _____ Other: Presentation Only
Resolution No. _____ Policy No. _____ Ordinance No. _____
Continued To: _____ Referred To: _____ Comments: _____

Discussion of Lea County's Annual Report of Property Appraisal.

Notices of Valuation were mailed on March 29, 2019.
38,023 Notices of Valuation were mailed in 2018.
Taxable value of Ad Valorem and Central Assessment is estimated at $2,114,914,961 for the 2019 tax year.

1,983 Total Field Inspections Completed in 2018
1,059 Permits Inspected

The impact of the 2018 field work is as follows:

	Taxable Value
SUMMARY FROM PERMITS	
New Construction	$12,337,508
Additions	$ 1,567,121
MAINTENANCE	
Sales Checks & Project	$ 5,487,333
New Permanent Manufactured Homes	$ 1,139,711
Manufactured Home Additions	$ 111,102
Reductions/Deletions	($ 895,987)
Total Net New Value Added to Tax Roll	$ 19,746,788

The relationship of valuation to sales price after adjustment is a median of 89.8%, and a mean of 92.6%.

Exempt properties were not included in the above values.

SHARLA KENNEDY
LEA COUNTY ASSESSOR

100 North Main, Suite 2
Lovington, New Mexico 88260

TO:
FROM: LEA COUNTY BOARD OF COMMISSIONERS, MIKE GALLAGHER
RE: SHARLA KENNEDY
DATE: ANNUAL REPORT OF PROPERTY APPRAISAL
May 7, 2019

38,437 Notices of Valuations were mailed on March 29, 2019.
Taxable value of Ad Valorem and Central Assessment is estimated at $2,114,914,961 for the 2019 tax year.

1,983 Total Field Inspections Completed in 2018
1,059 Permits Inspected

The impact of the 2018 field work is as follows:

	Taxable Value
SUMMARY FROM PERMITS	
New Construction	$12,337,508
Additions	$ 1,567,121
MAINTENANCE	
Sales Checks & Project	$ 5,487,333
New Permanent Manufactured Homes	$ 1,139,711
Manufactured Homs Additions	$ 111,102
Reductions/Deletions	($895,987)
Total Net New Value Added to Tax Roll	$19,746,788

The relationship of valuation to sales price after adjustment is a median of 89.8%, and a mean of 92.6%.

Exempt properties were not included in the above values.

Respectfully submitted,

SHARLA KENNEDY
LEA COUNTY ASSESSOR

cc: Property Tax Division Department of Taxation and Revenue

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, May 23, 2019

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: May 7, 2019

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	**SUBMITTED BY** Name/Title/Dept:
04/29/2019	Sharla Kennedy/Assessor
SUBJECT:	**ATTACHMENT(S):**
Annual Report of Property Appraisal	Annual Report of Property Appraisal Power Point
NO. OF ORIGINALS FOR SIGNATURE:	**ACTION REQUESTED:**
00 ***Select One** 00 ***Select One** 00 ***Select One**	Discussion Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:

SUMMARY:

This is the Assessor's Annual Report of Property Appraisal as part of the Assessor's Annual Evaluation from Property Tax Division.

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.:

Easel ☐ If checked; how many: Laptop ☑ Projector ☑ Other:

See Additional Summary Attached ☐

SUBMITTER'S RECOMMENDATION(S):

Submitter's Signature
Department Director, Etc.
Sharla Kennedy
Digitally signed by Sharla Kennedy
DN: cn=Sharla Kennedy, o=Assessor, ou=Assessor, email=skennedy@leacounty.net, c=US
Date: 2019.04.29 15:45:41 -06'00'

FINANCE REVIEW Fiscal Impact/Cost:

The overall impact to Lea County finances will be determined when the final tax rates and values are determined.

Reviewed by Finance Director
Henry C Low Jr
Digitally signed by Henry C Low Jr
Date: 2019.05.02 13:38:00 -06'00'

LEGAL REVIEW:

ByPass Legal Review

(Note: Travel does not need legal review)

Reviewed by County Attorney
ByPass Legal Review
Digitally signed by ByPass Legal Review
Date: 2019.05.22 10:45:41 -06'00'

COUNTY MANAGER REVIEW:

Approved by County Manager
to be Placed on Agenda
Digitally signed by Michael P. Gallagher II
Date: 2019.05.22 10:45:56 -06'00'

Item 0402

RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN

Approved: _____ Denied: _____ Other: Discussion
Resolution No._____ Policy No._____ Ordinance No._____
Continued To: _____ Referred To: _____ Comments: _____

575-396-8626 office
575-396-8529 fax
skennedy@leacounty.net

SHARLA KENNEDY
LEA COUNTY ASSESSOR

100 North Main, Suite 2
Lovington, New Mexico 88260

TO: LEA COUNTY BOARD OF COMMISSIONERS, MIKE GALLAGHER
FROM: SHARLA KENNEDY
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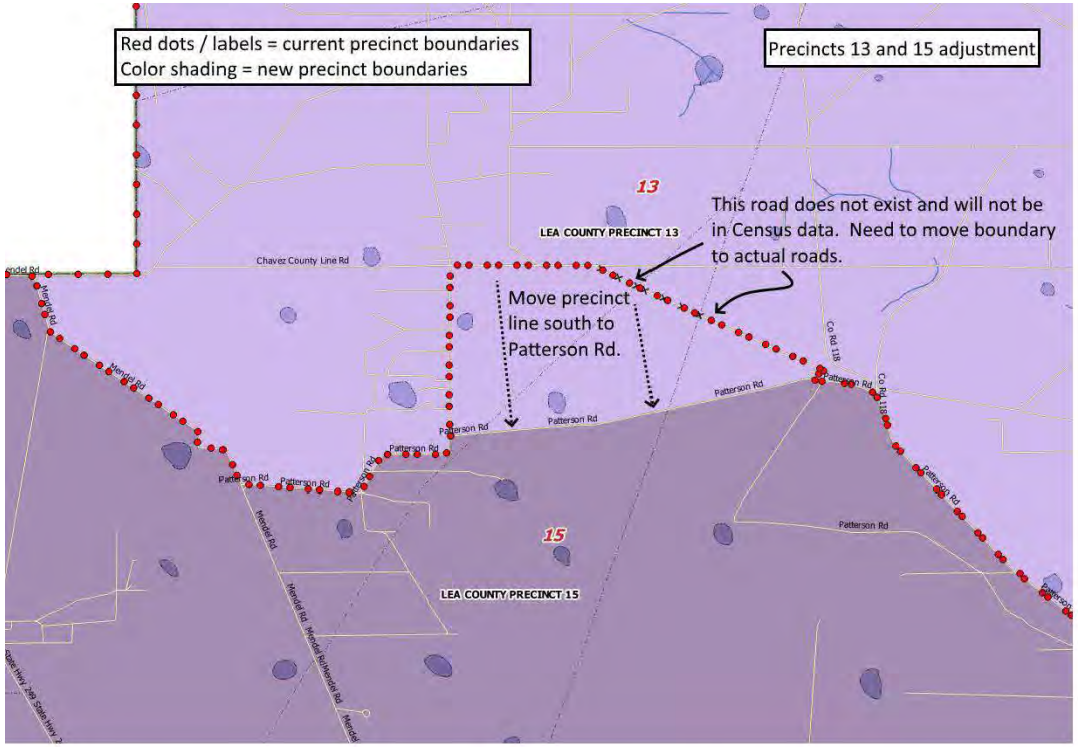
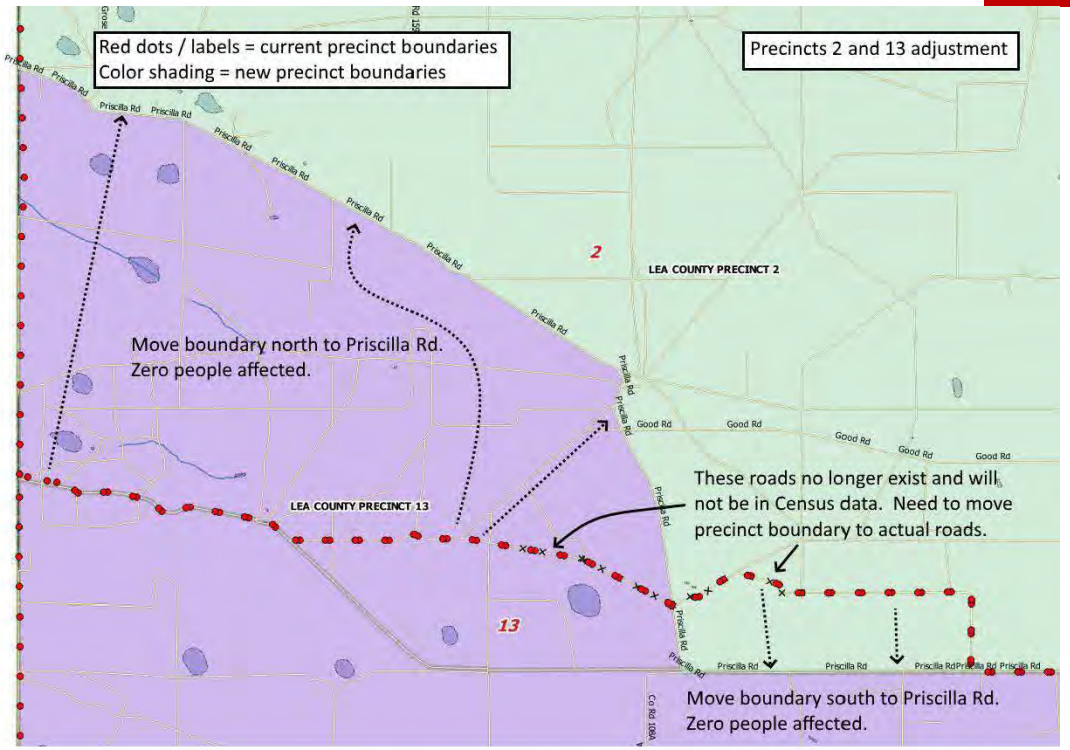
SHARLA KENNEDY
LEA COUNTY ASSESSOR

cc: Property Tax Division Department of Taxation and Revenue

Proposed boundary adjustments and Precinct changes due to HB 407

Discussion of Precinct Splits and Adjustments, Polling Places and Board of Registration.





The proposed boundary changes will not affect any voters or change any current districts. Adjusting these boundaries will ensure that we are compliant with 1-3-12 NMSA.

The following is proposed splits to Precincts 15, 20, 22 & 52 that are necessary pursuant to statute updates made in HB 407

Section 1-3-1. Nature of a precinct; maps.

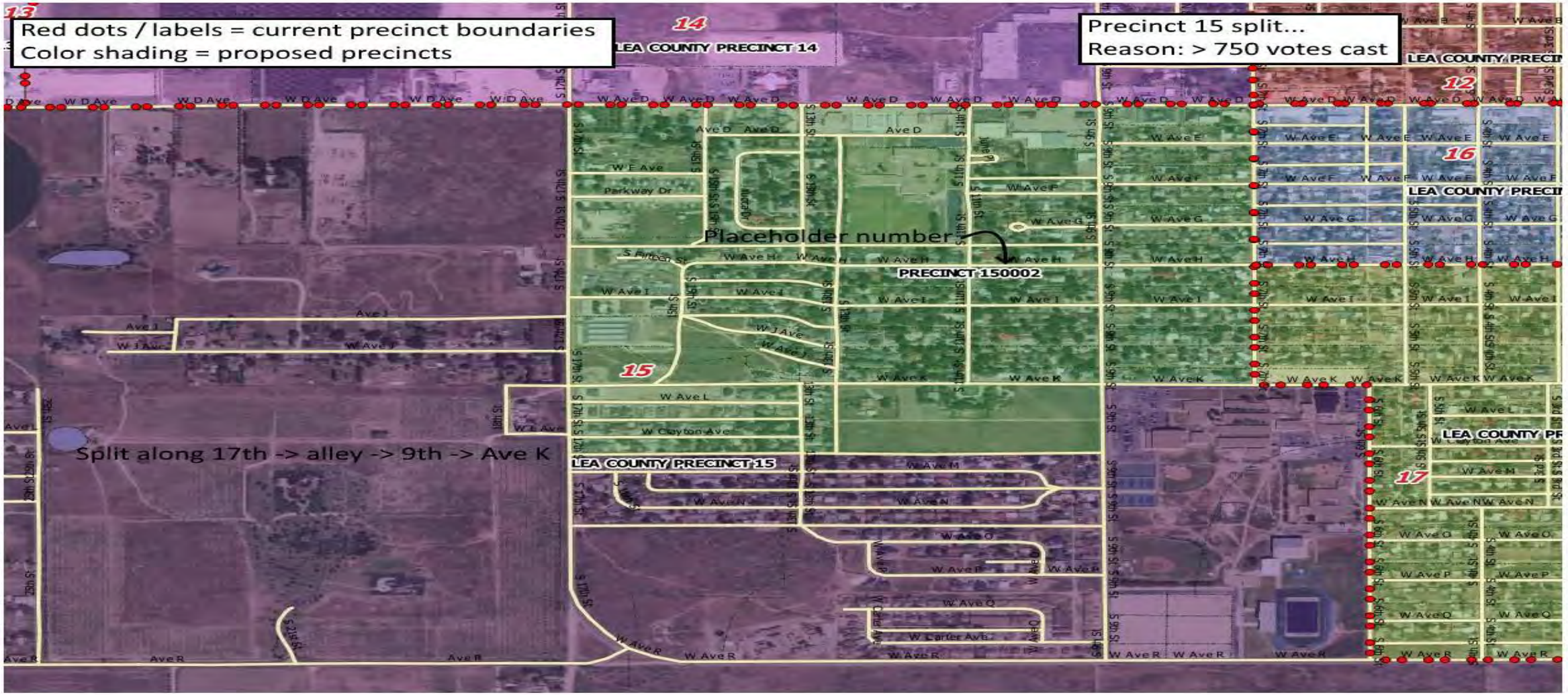
A. Each precinct as nearly as practicable shall be composed of contiguous and compact areas having clearly definable boundaries. All precinct boundaries shall comply with the provisions of the Precinct Boundary Adjustment Act [1-3-10 through 1-3-14 NMSA 1978].

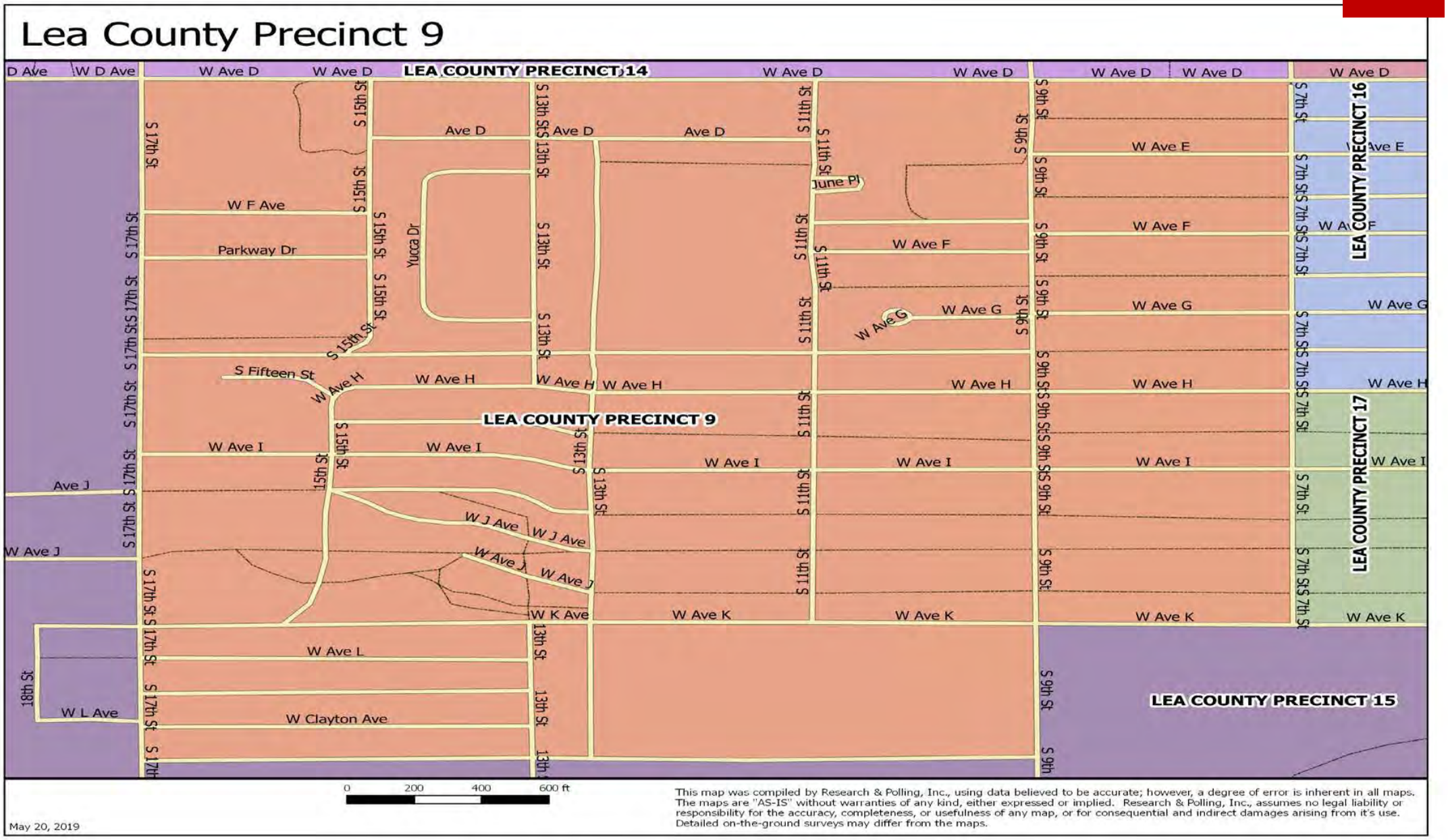
B. A precinct shall be divided or its boundaries adjusted if the precinct has had more than:

(1) seven hundred fifty votes cast by voters of that precinct at a general election, based on the two most recent general elections; or

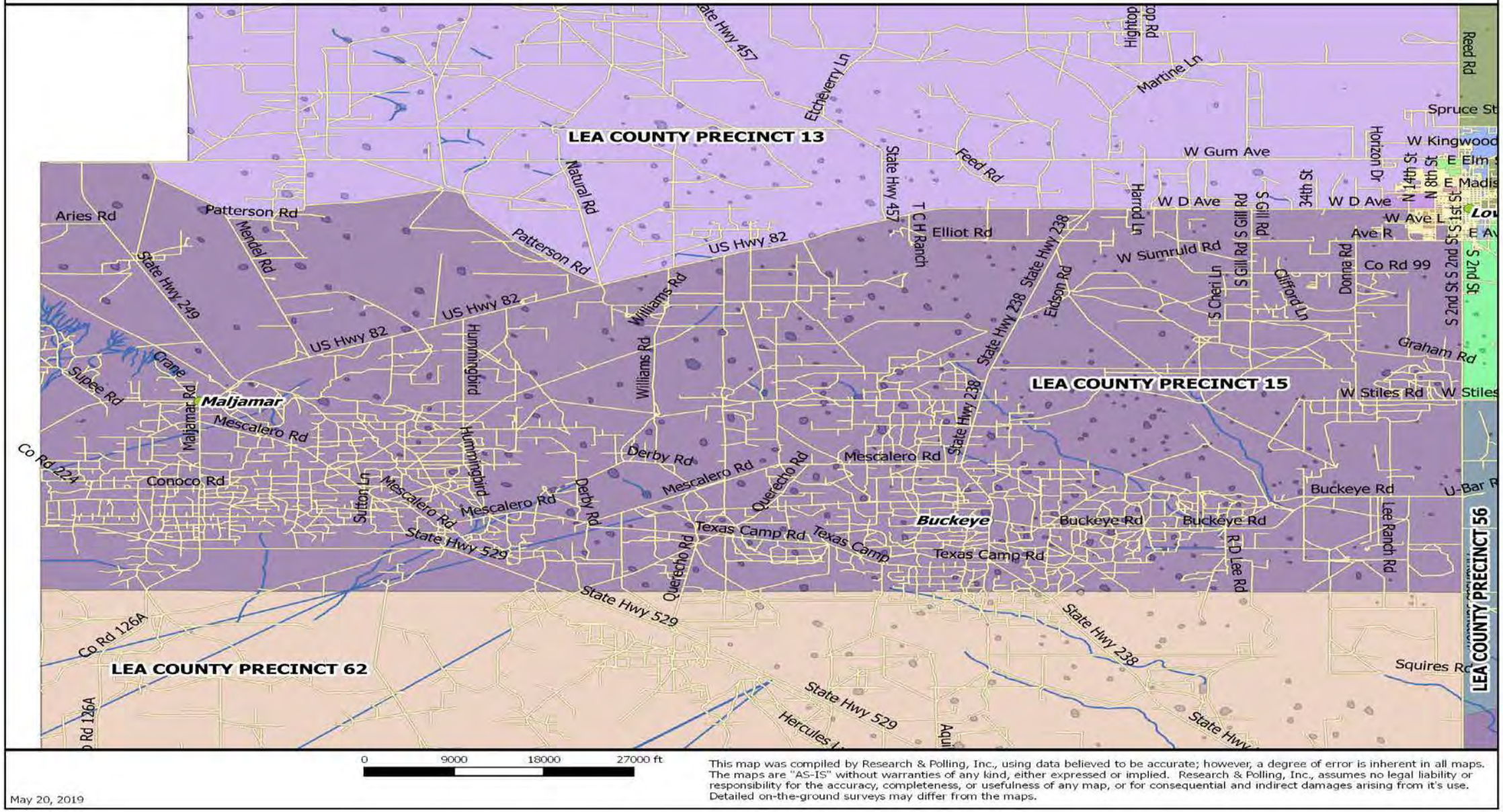
(2) tow thousand five hundred persons residing within the boundaries of the precinct, based on the most recent federal decennial census.

Precinct 15

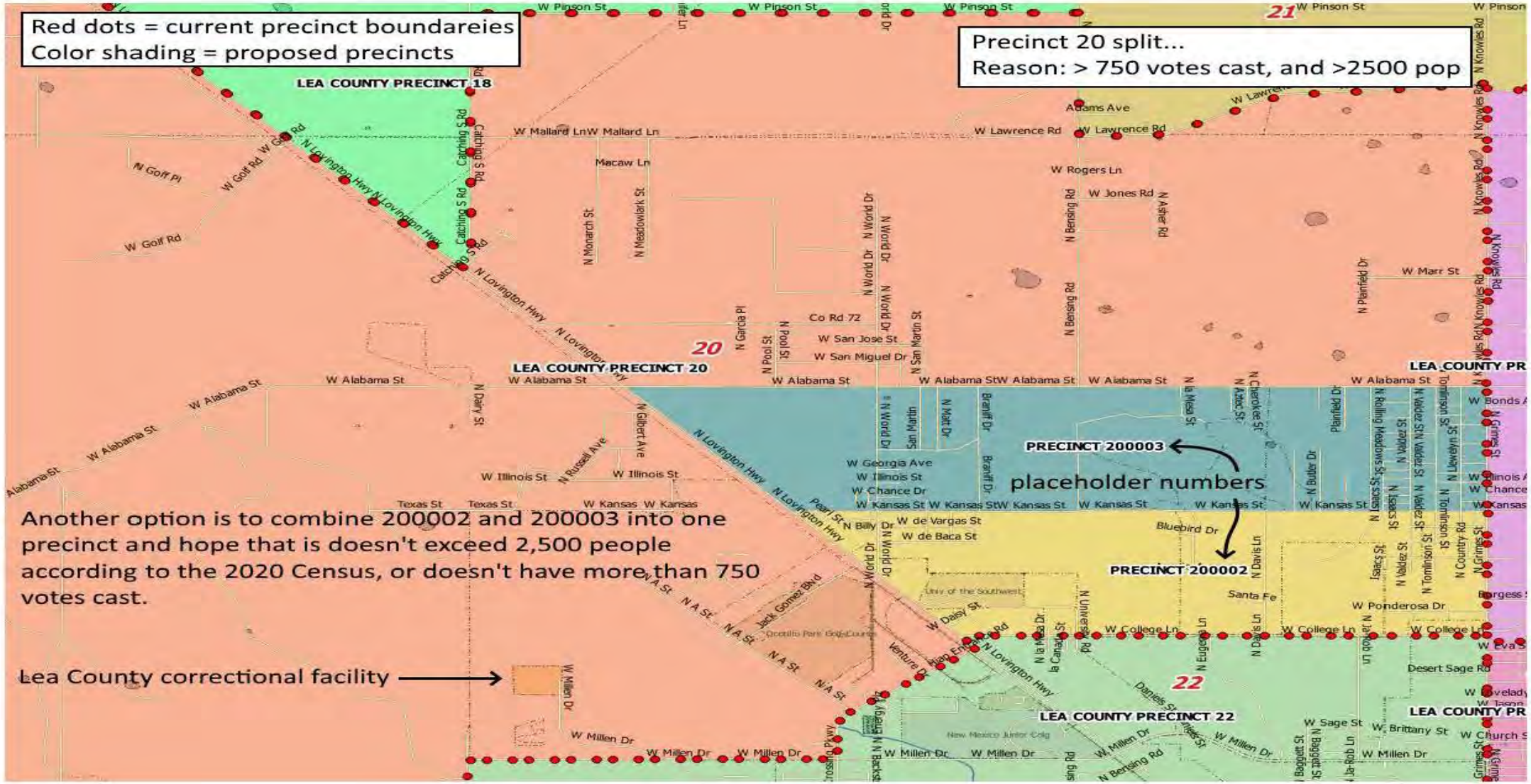

Red dots / labels = current precinct boundaries
Color shading = proposed precincts
Precinct 15 split...
Reason: > 750 votes cast
Placeholder number
PRECINCT 150002
Split along 17th -> alley -> 9th -> Ave K
LEA COUNTY PRECINCT 14
LEA COUNTY PRECINCT 15
LEA COUNTY PRECINCT 12
LEA COUNTY PRECINCT 16
LEA COUNTY PRECINCT 17


Lea County Precinct 9
LEA COUNTY PRECINCT 14
LEA COUNTY PRECINCT 9
LEA COUNTY PRECINCT 16
LEA COUNTY PRECINCT 17
LEA COUNTY PRECINCT 15
W Ave D
W Ave E
W Ave F
W Ave G
W Ave H
W Ave I
W Ave J
W Ave K
W Ave L
W F Ave
Parkway Dr
S Fifteen St
W J Ave
W K Ave
W L Ave
W Clayton Ave
Yucca Dr
June Pl
Ave D
Ave J
S 15th St
S 17th St
S 13th St
S 11th St
S 9th St
S 7th St
18th St
0 200 400 600 ft
May 20, 2019
This map was compiled by Research & Polling, Inc., using data believed to be accurate; however, a degree of error is inherent in all maps. The maps are "AS-IS" without warranties of any kind, either expressed or implied. Research & Polling, Inc., assumes no legal liability or responsibility for the accuracy, completeness, or usefulness of any map, or for consequential and indirect damages arising from it's use. Detailed on-the-ground surveys may differ from the maps.

Lea County Precinct 15

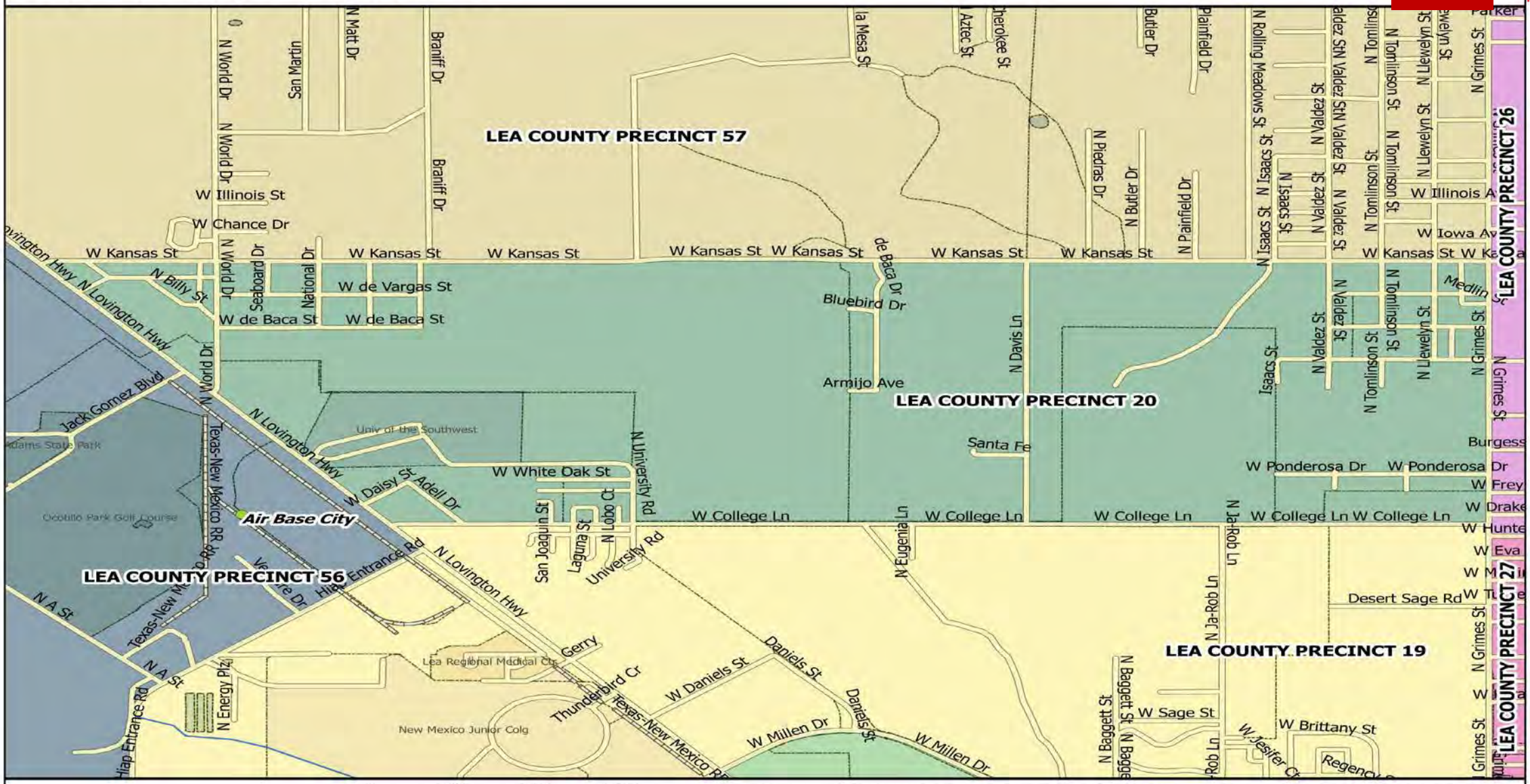


Precinct 20


Red dots = current precinct boundareies
Color shading = proposed precincts
Precinct 20 split...
Reason: > 750 votes cast, and >2500 pop
LEA COUNTY PRECINCT 18
LEA COUNTY PRECINCT 20
LEA COUNTY PRECINCT 22
LEA COUNTY PR
PRECINCT 200003
placeholder numbers
PRECINCT 200002
Another option is to combine 200002 and 200003 into one precinct and hope that is doesn't exceed 2,500 people according to the 2020 Census, or doesn't have more than 750 votes cast.
Lea County correctional facility
20
21
22

Discussion of Precinct Splits and Adjustments, Polling Places and Board of Registration.

Lea County Precinct 20



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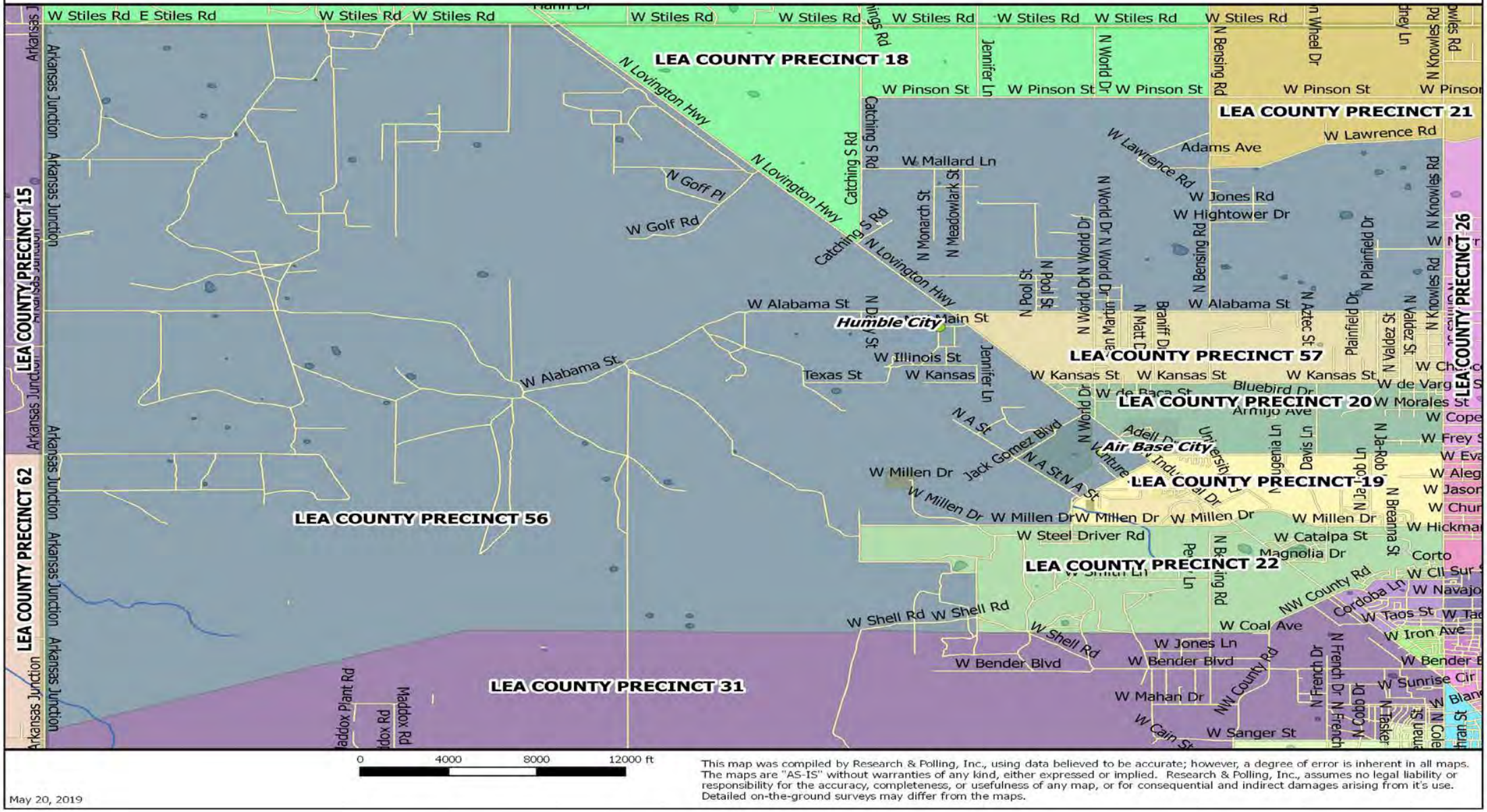
May 20, 2019

Lea County Precinct 56



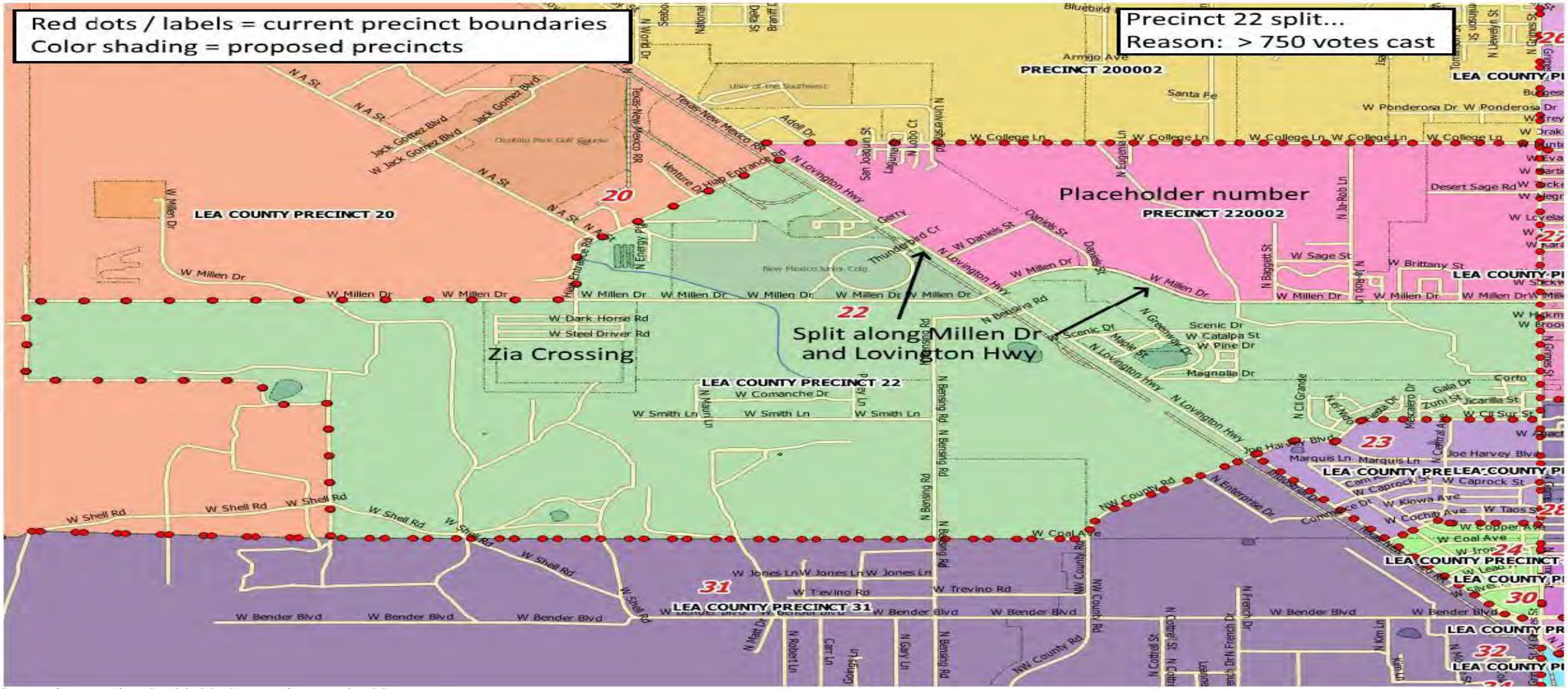
Discussion of Precinct Splits and Adjustments, Polling Places and Board of Registration.

Lea County Precinct 57

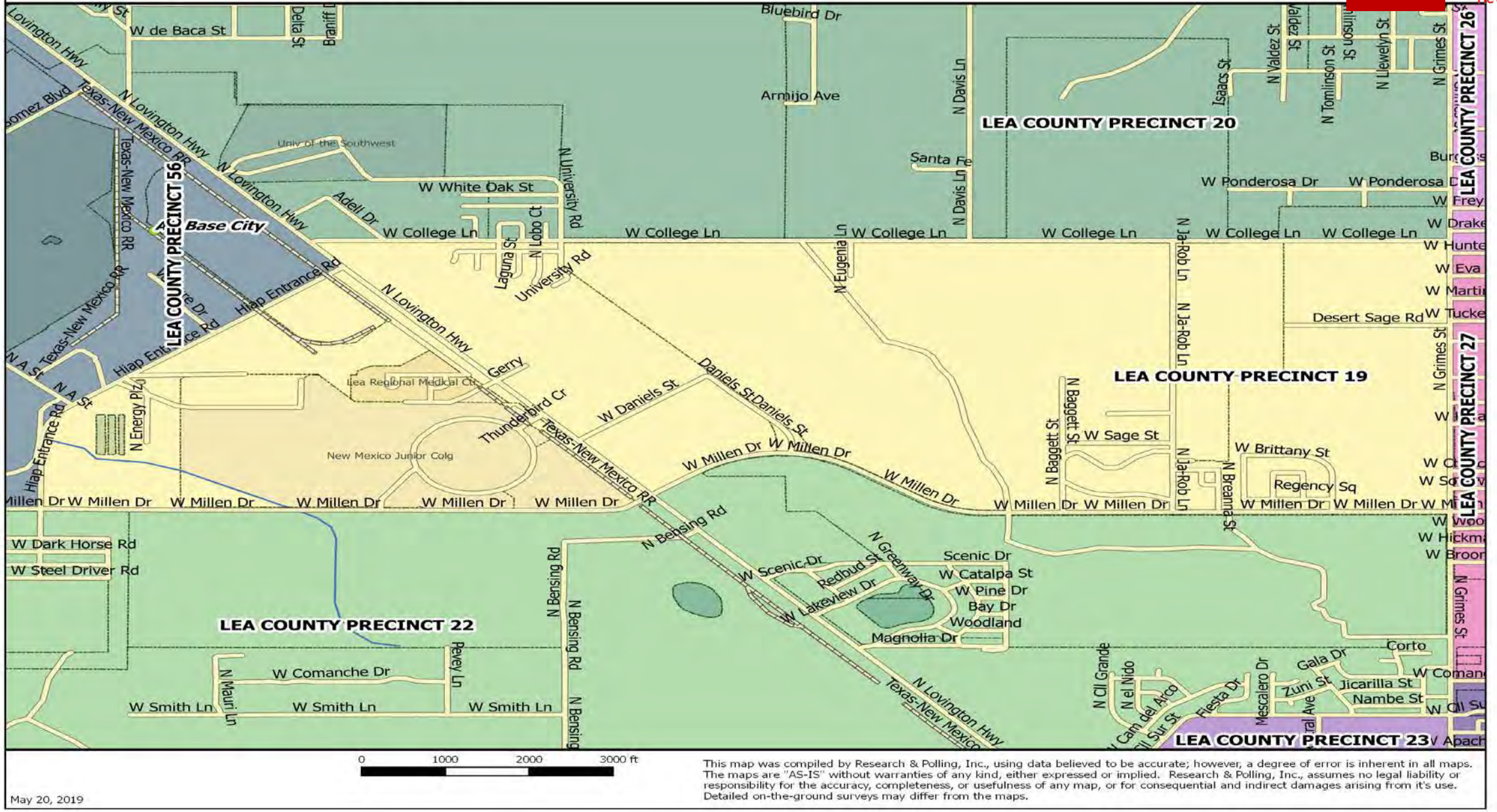
This map was compiled by Research & Polling, Inc., using data believed to be accurate; however, a degree of error is inherent in all maps. The maps are "AS-IS" without warranties of any kind, either expressed or implied. Research & Polling, Inc., assumes no legal liability or responsibility for the accuracy, completeness, or usefulness of any map, or for consequential and indirect damages arising from it's use. Detailed on-the-ground surveys may differ from the maps.

May 20, 2019

Precinct 22


Red dots / labels = current precinct boundaries
Color shading = proposed precincts
Precinct 22 split...
Reason: > 750 votes cast
Placeholder number
PRECINCT 220002
PRECINCT 200002
LEA COUNTY PRECINCT 20
LEA COUNTY PRECINCT 22
LEA COUNTY PRECINCT 31
Zia Crossing
Split along Millen Dr and Lovington Hwy
20
22
23
24
30
31
32
W Millen Dr
N Lovington Hwy
W Shell Rd
W Bender Blvd
W Dark Horse Rd
W Steel Driver Rd
W Smith Ln
W Jones Ln
W Trevino Rd
W Coal Ave
W College Ln
W Daniels St
W Sage St
W Brittany St
Desert Sage Rd
W Ponderosa Dr
Scenic Dr
W Catalpa St
W Pine Dr
Magnolia Dr
W Caprock St
W Kiowa Ave
W Taos St
W Cochiti Ave
W Copper Ave
W Iron Ave
Joe Harvey Blvd
Marquis Ln
W Comanche Dr
N Bensing Rd
NW County Rd
N Enterprise Dr
Industrial Dr
Commerce Dr
Jack Gomez Blvd
W Jack Gomez Blvd
N A St
Texas-New Mexico RR
Venture Dr
Main Entrance
Energy Rd
Thunderbird Cir
Gerry
Adell Dr
San Joaquin St
N University Rd
Armijo Ave
Santa Fe
Bluebird
N Belsberg Rd
N Greenway Dr
Maple St
N Baggett St
N Ja-Rob Ln
N Clt Grande
Gala Dr
Zuni St
Jicarilla St
W Clt Sur St
Mescalero Dr
Corto
Teela Dr
N Central Ave
N Clt Nido
Play Ln
N Main Ln
N Matt Dr
N Robert Ln
Carr Ln
N Gary Ln
N Cottrell St
N French Dr
Dirk French Dr
N Kim Ln
Loraine
Kim Ln
Gross St
N Llewelly St
N Grimes St
Tomlinson St
Butler
Burgess
Drake
Eva
Martin
Locke
Allegre
Lovelace
Hickman
Brooks
Stockwell
Mack
Bluebird
Seaboard
National
Dale St
Braniff
N World Dr
Ocotillo Park Golf Course
University of the Southwest
New Mexico Junior College

Lea County Precinct 19



May 20, 2019

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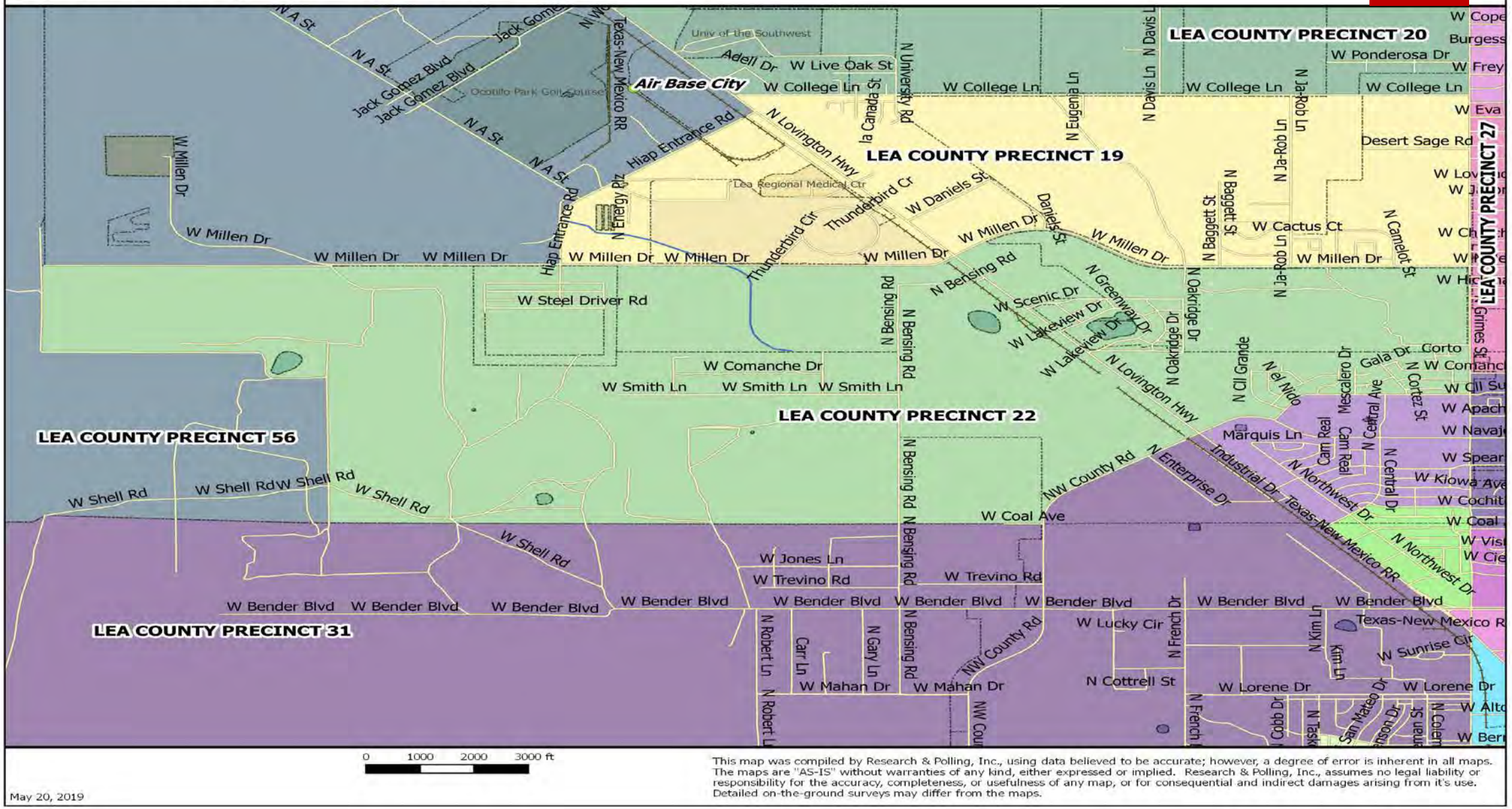
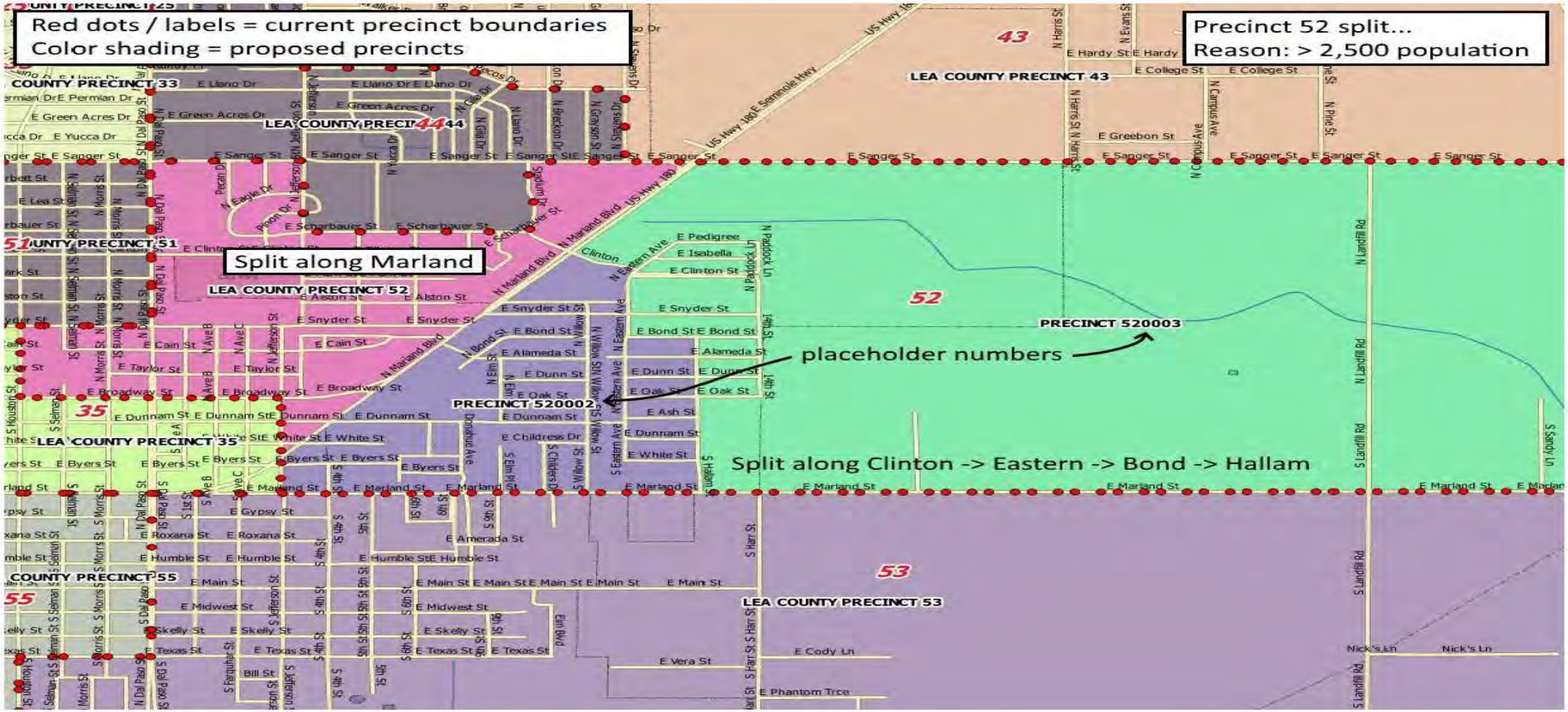
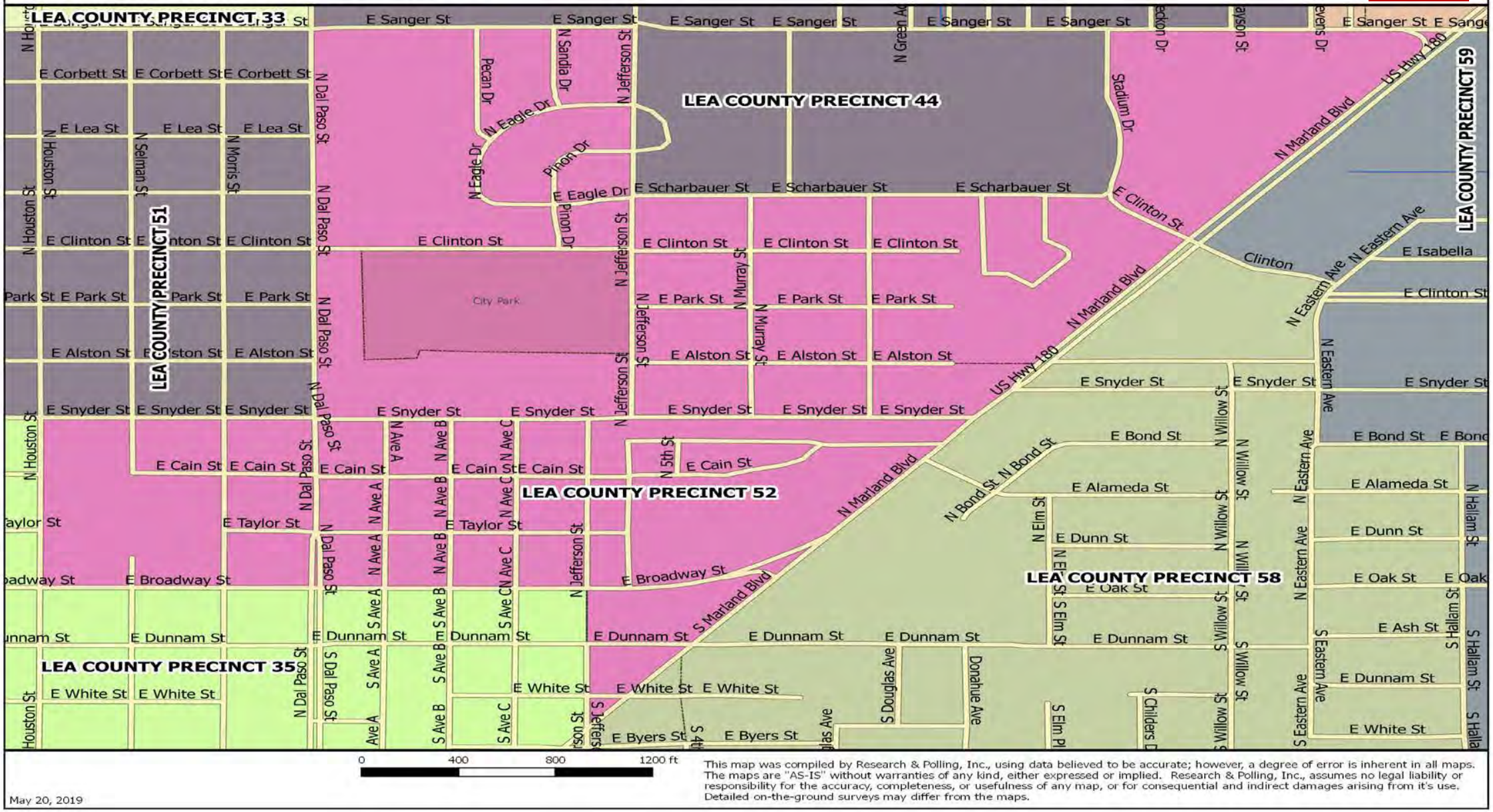
Lea County Precinct 22



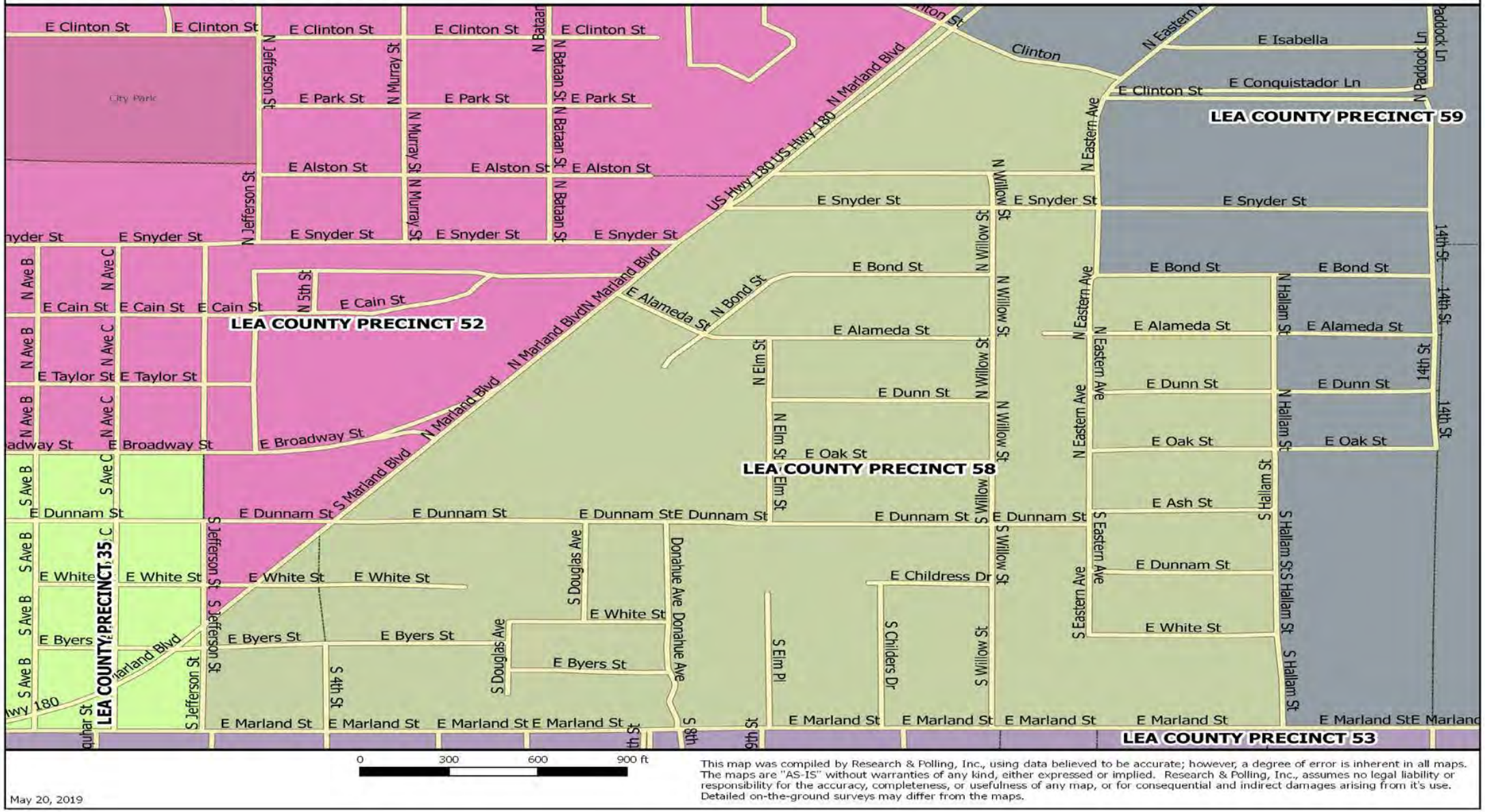
Precinct 52


Red dots / labels = current precinct boundaries
Color shading = proposed precincts
Precinct 52 split...
Reason: > 2,500 population
Split along Marland
placeholder numbers
Split along Clinton -> Eastern -> Bond -> Hallam
PRECINCT 520003
PRECINCT 520002
LEA COUNTY PRECINCT 43
LEA COUNTY PRECINCT 52
LEA COUNTY PRECINCT 53
LEA COUNTY PRECINCT 35
COUNTY PRECINCT 33
COUNTY PRECINCT 51
COUNTY PRECINCT 55
43
44
51
52
53
55
35

Lea County Precinct 52



Lea County Precinct 58



LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, May 23, 2019

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County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	**SUBMITTED BY** Name/Title/Dept:
05/21/2019	Keith Manes, County Clerk
SUBJECT: Precinct Splits & Adjustments; Polling Places; and Board of Registration	**ATTACHMENT(S):**
NO. OF ORIGINALS FOR SIGNATURE: 00 ***Select One** 00 ***Select One** 00 ***Select One**	**ACTION REQUESTED:** Discussion Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:

Section 2.3: Continuous communication with the public is beneficial and necessary.

SUMMARY:

Discussion item with the LCBCC regarding Precinct Splits & Adjustments; Polling Places; and Board of Registration

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.:

Easel ☐ If checked; how many: Laptop ☑ Projector ☑ Other:

See Additional Summary Attached ☐

SUBMITTER'S RECOMMENDATION(S):

Discussion Only

Submitter's Signature
Department Director, Etc.

Sandra J. Stout-Brito

FINANCE REVIEW Fiscal Impact/Cost:

ByPass Finance Review

Reviewed by Finance Director
ByPass Finance Review
Digitally signed by ByPass Finance Review
Date: 2019.05.21 10:47:57 -06'00'

LEGAL REVIEW:

ByPass Legal Review

(Note: Travel does not need legal review)

Reviewed by County Attorney
ByPass Legal Review
Digitally signed by ByPass Legal Review
Date: 2019.05.21 10:48:06 -06'00'

COUNTY MANAGER REVIEW:

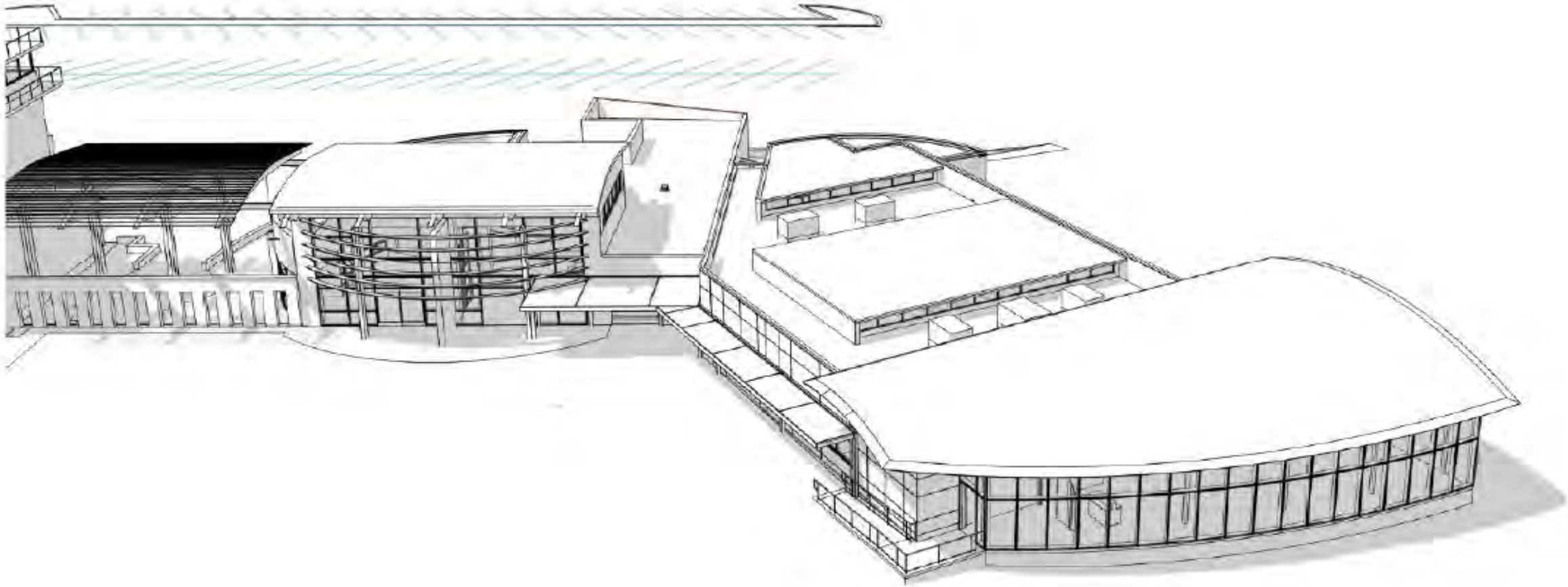
Approved by County Manager
to be Placed on Agenda
Digitally signed by Michael P. Gallagher II
Date: 2019.05.21 10:48:19 -06'00'

Item 0403

RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN

Approved: _____ Denied: _____ Other: Discussion Only
Resolution No. _____ Policy No. _____ Ordinance No. _____
Continued To: _____ Referred To: _____ Comments: _____

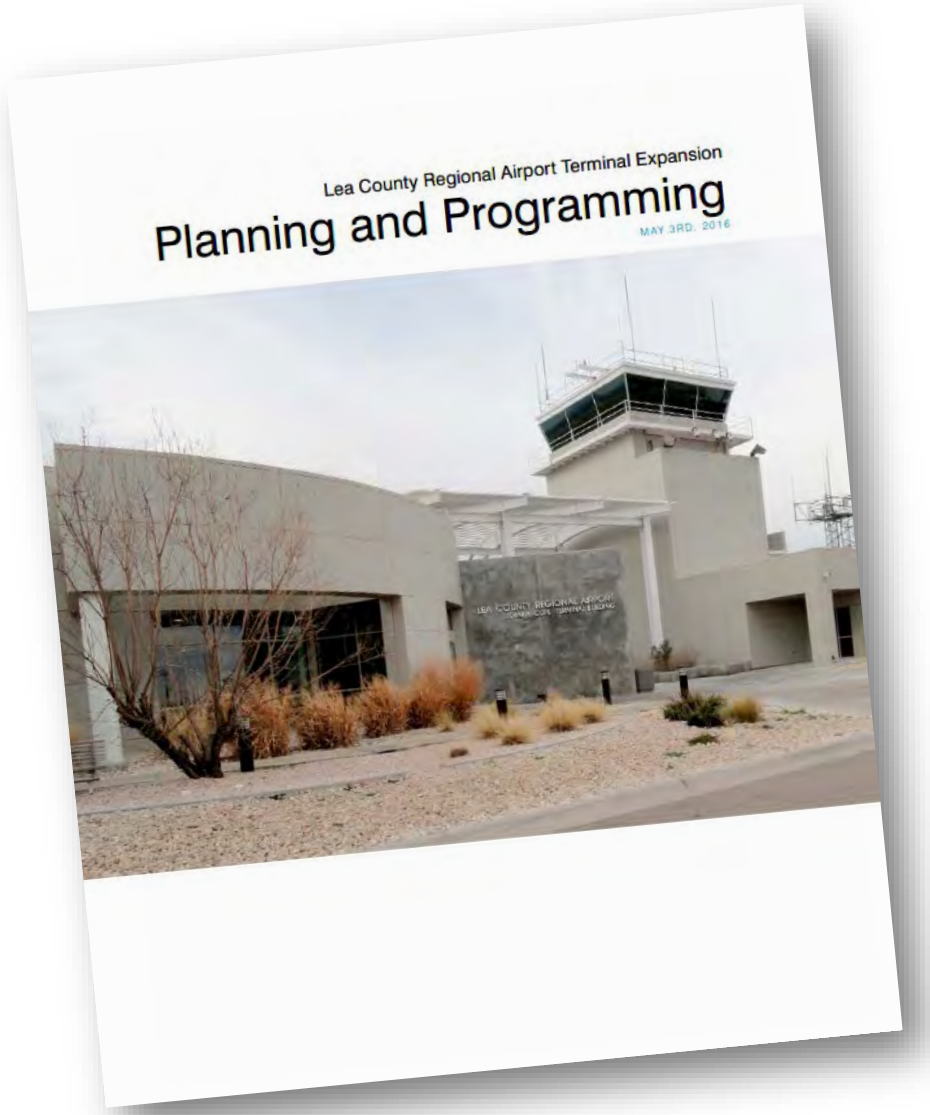
Discussion of an Increase in Size to the Hold Room of the Lea County Regional Airport Terminal Expansion.



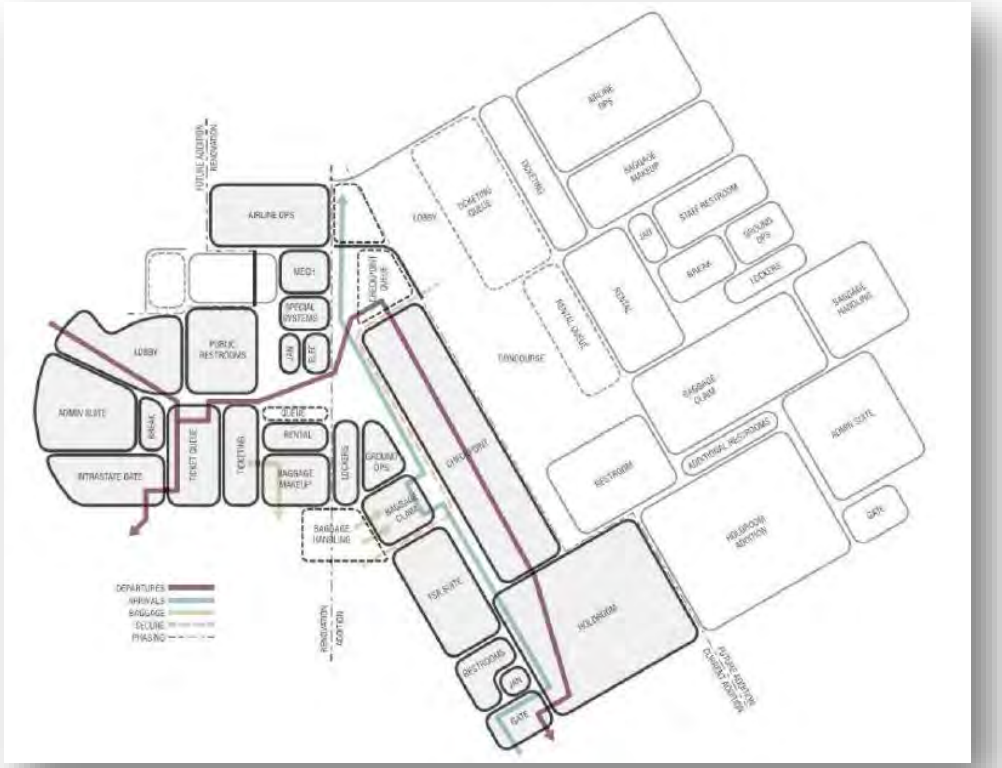
LEA COUNTY REGIONAL AIRPORT TERMINAL EXPANSION
AERIAL PERSPECTIVE

SMPC Architects
PRINCIPLES OF DESIGN.

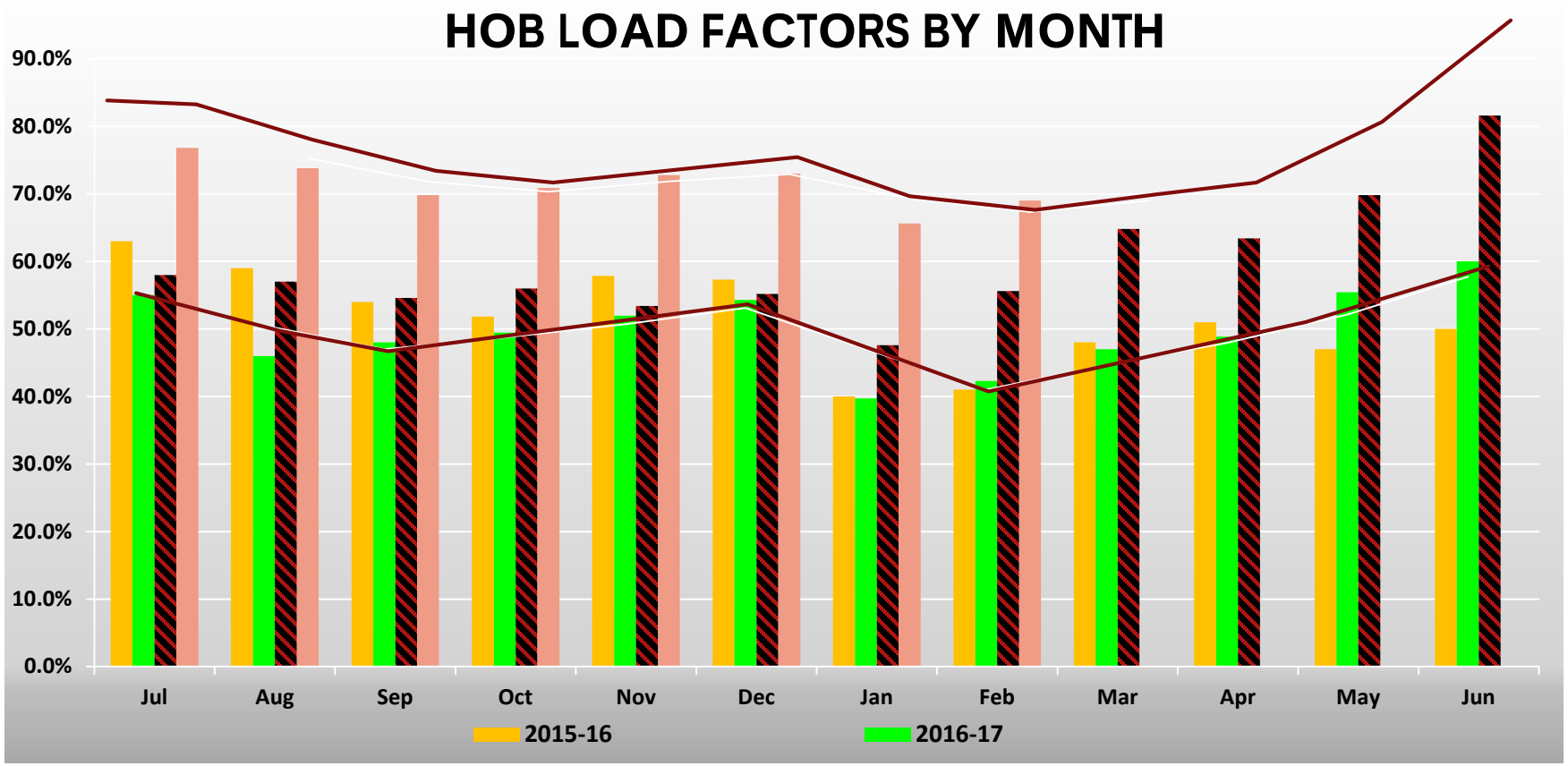
Discussion of an Increase in Size to the Hold Room of the Lea County Regional Airport Terminal Expansion.



- Current Expansion programming starting in May of 2015 and completed May 2016.
  - Programming completed to be a modular expansion with components to be added as needed.

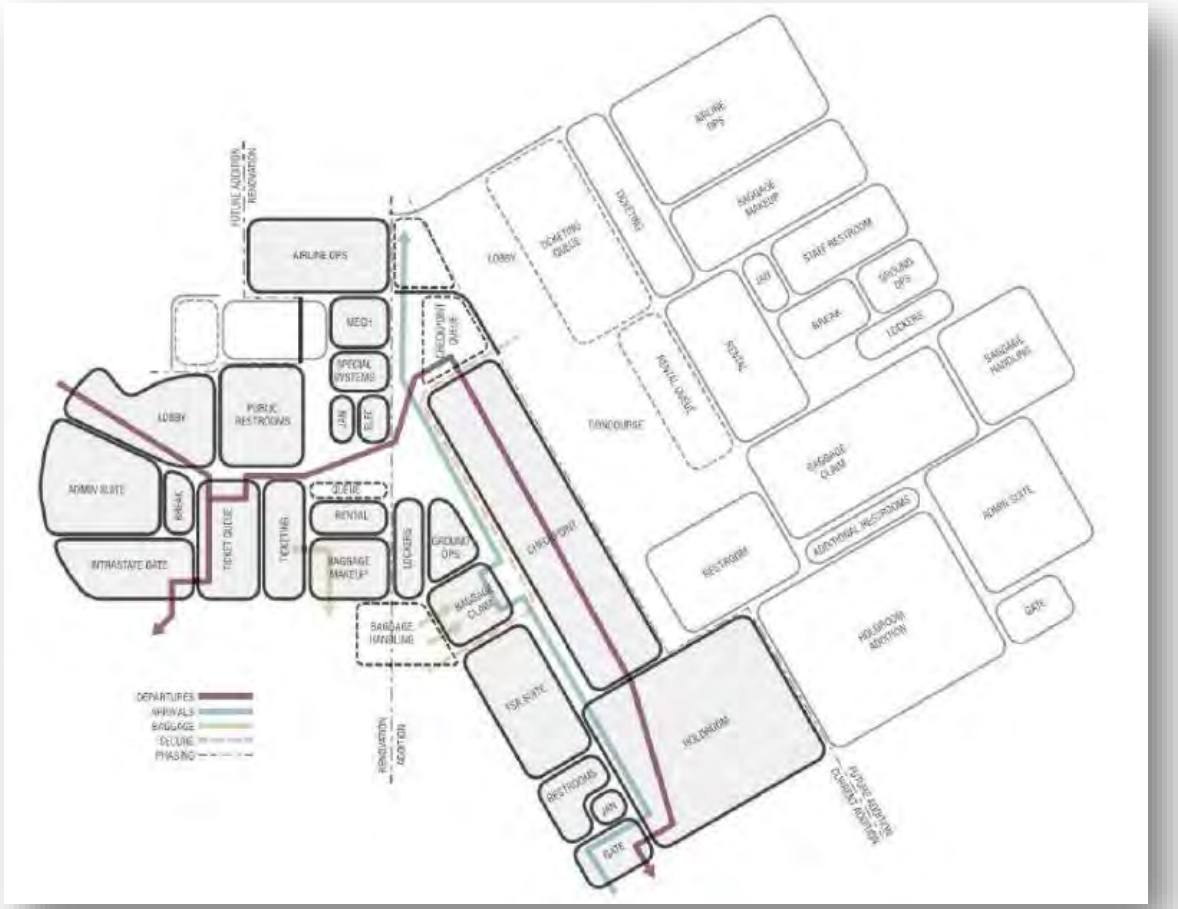


- Current Expansion programming starting in May 2015 and completed May 2016.
  - Since completing programming and beginning design, ridership has increased by 67%.



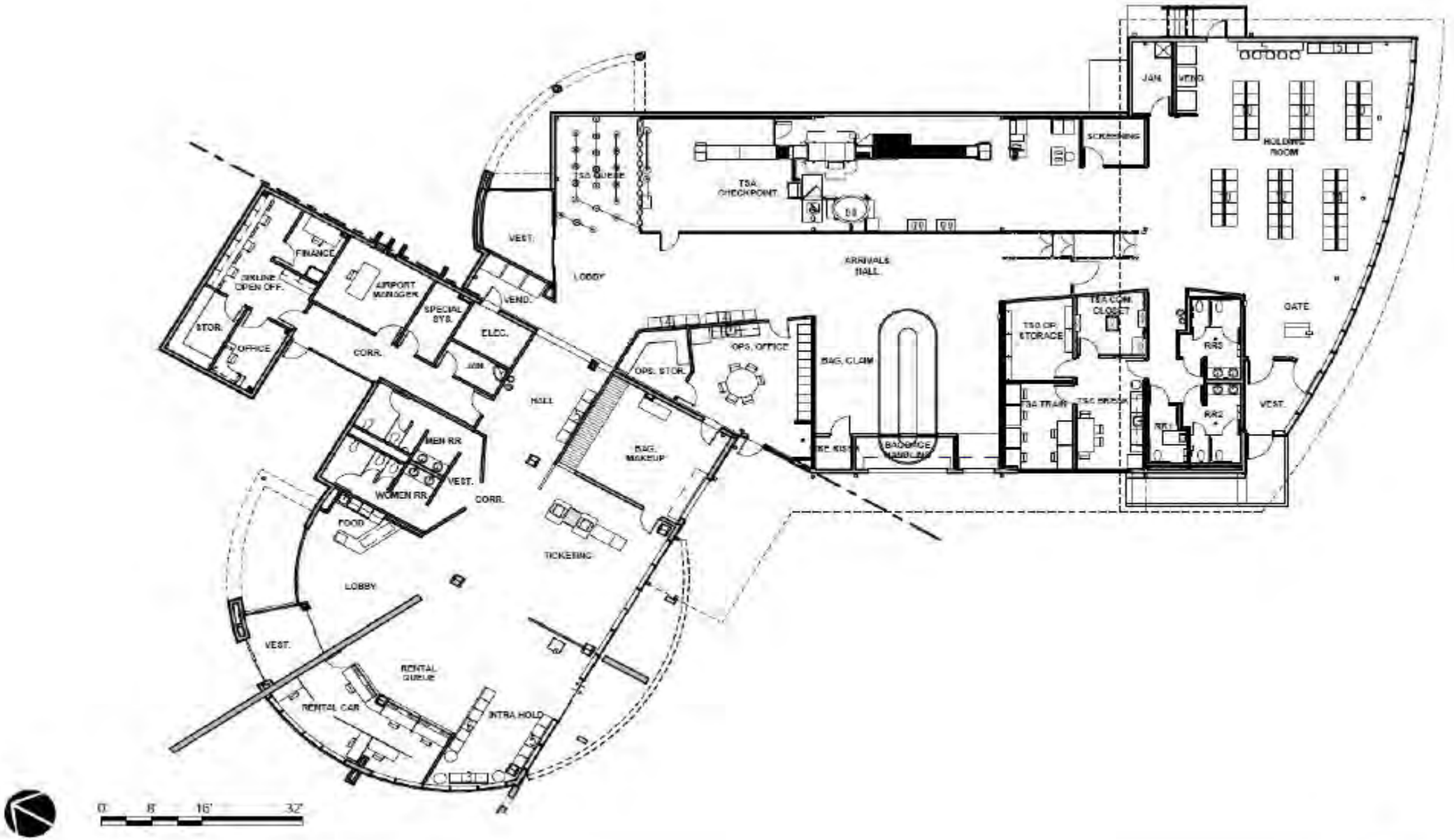
Phase 1 Expansion Priorities an Timeline

- 2016 Programming included items to address the most immediate needs including:
  - Restrooms in the secured area
  - Number of seats available for current and projected aircraft
  - Addition space for rental car companies
  - Appropriately sized baggage pickup area
  - Relocated ticket counter



- Design of current expansion starting in January 2017 to reduce strain on current terminal.
- Design completed in August 2018
- Construction began January 2019
  - Phase 1 Construction schedule to be complete in 4th quarter of 2019.
  - Phase 2 construction renovation to be complete in 2nd quarter of 2020.

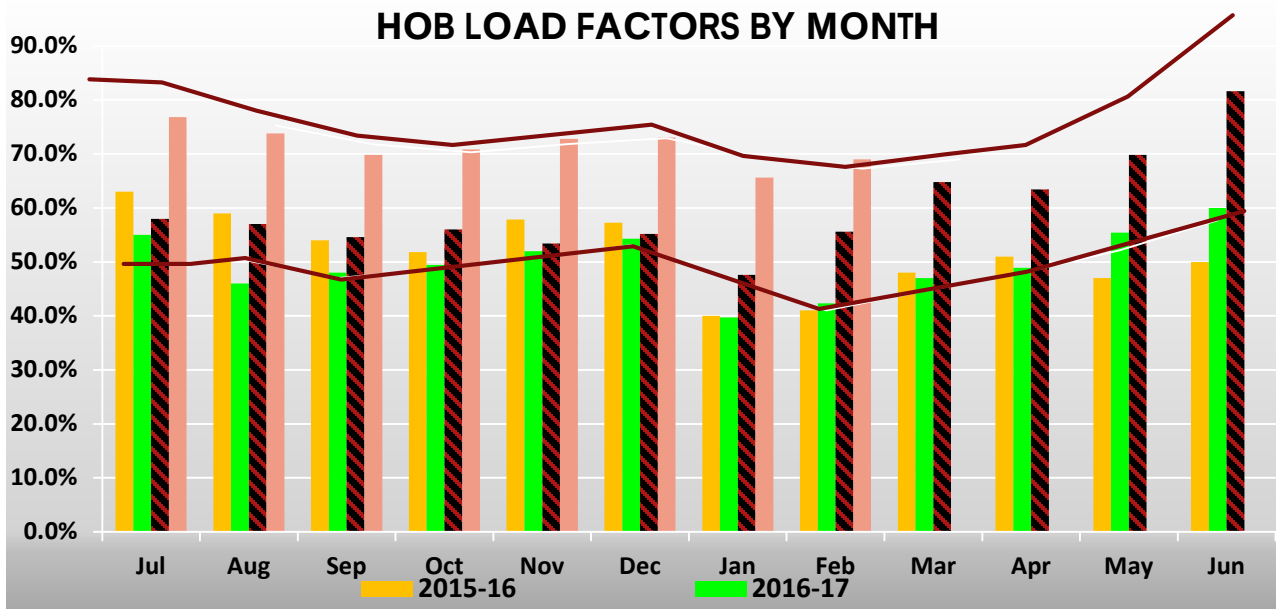
Discussion of an Increase in Size to the Hold Room of the Lea County Regional Airport Terminal Expansion.

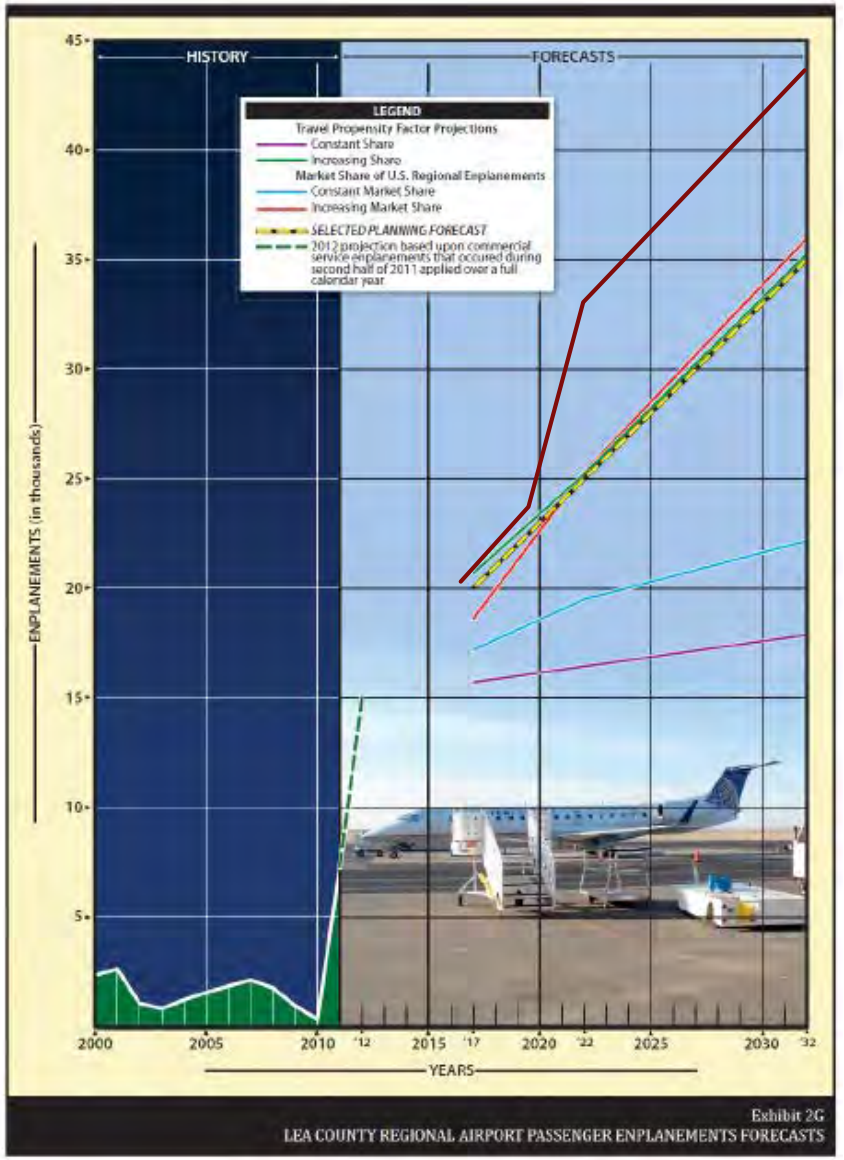


LEA COUNTY REGIONAL AIRPORT TERMINAL EXPANSION
OVERALL PLAN

SMPC Architects
PRINCIPLES OF DESIGN.

Discussion of an Increase in Size to the Hold Room of the Lea County Regional Airport Terminal Expansion.





Discussion of an Increase in Size to the Hold Room of the Lea County Regional Airport Terminal Expansion.

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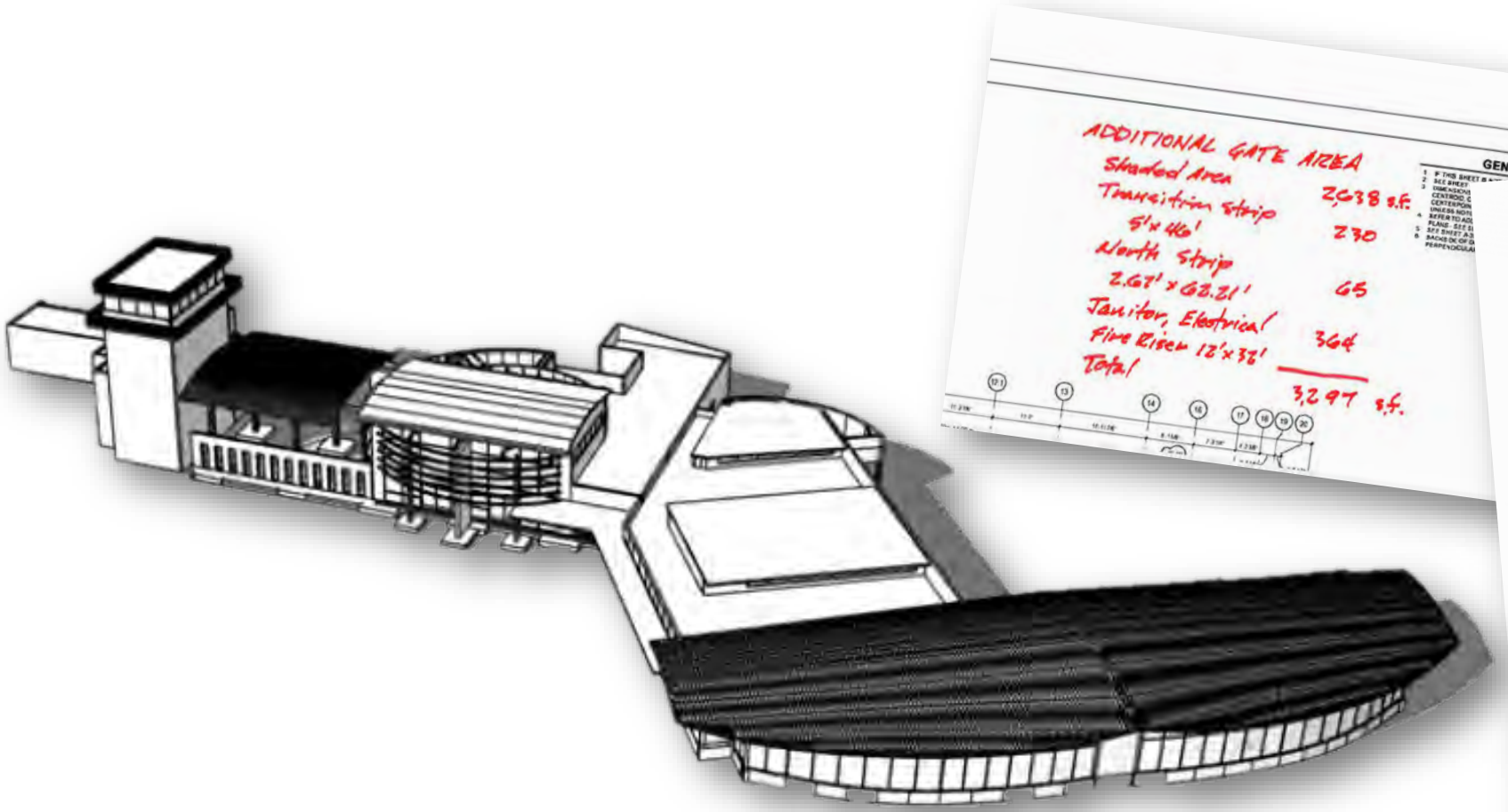


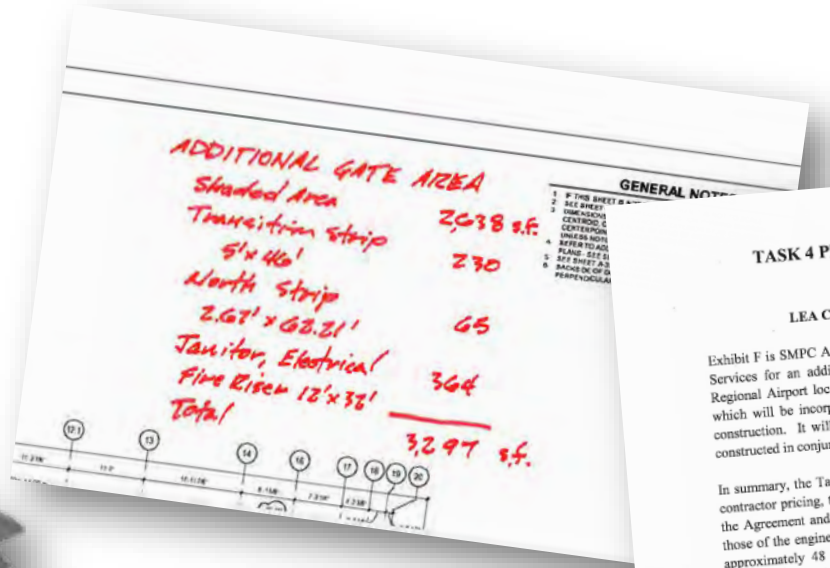


EXHIBIT F
TASK 4 PROCUREMENT & CONSTRUCTION SERVICES
FEE PROPOSAL

LEA COUNTY REGIONAL AIRPORT TERMINAL EXPANSION

Exhibit F is SMPC Architects professional services fee proposal for Task 4 Design and Construction Services for an additional Gate, Hold Room, Restrooms and support spaces at the Lea County Regional Airport located in Hobbs, New Mexico. This is a design change initiated by Lea County which will be incorporated by Change Order into the Terminal Expansion project currently under construction. It will become Phase 3 of the project although certain portions of the work may be constructed in conjunction with Phases 1 and 2.

In summary, the Task 4 fee proposal includes the cost for the building design, permitting, review of contractor pricing, the construction administration phase, and project closeout services as outlined in the Agreement and Exhibit A. The Task 4 services fee proposal includes architectural services and those of the engineering disciplines (civil, structural, mechanical, plumbing and electrical) to modify approximately 48 sheets in the existing drawing package. The existing project manual technical specifications will be referenced, and no new specifications will be issued. Permitting process will be to assist the contractor for approval of this change and will incorporate any review comments by the authorities having jurisdiction into the work. The cost of this work will be negotiated with the contractor, not separately bid. Construction administration phase includes submittal review; interpretation of documents; processing of RFI's, ASI's and change orders; and contractor payment applications. Periodic on-site meetings and observations will occur twice monthly for an additional 3 to 4 months, with additional special inspections by the engineering consultants which are limited to the quantities listed in the attached spreadsheet. Reimbursable trip costs for transportation, lodging and meals are also included. Weekly progress teleconferences will include the engineering consultants as appropriate. Project closeout includes review of operation & maintenance manuals, contractor as-built documentation, warranty information, lien releases, and preparation of record drawings, warranty period issues and 11-month warranty observation.

SMPC Architects professional services fee for the Task 4 services is **$199,160.20** excluding New Mexico gross receipts tax and reimbursable expenses stated below. Exhibit F Task 4 Procurement and Construction Administration Services spreadsheet attached provides further breakdown of the fee for each item of work. Engineering consultant proposals are also attached. SMPC Architects professional services fee will be invoiced on a time and material basis not to exceed this amount. Exhibit B Hourly Rates found within the existing agreement remain in effect.

The estimated costs for reimbursable expenses excluded from the Task 3 services fee in accordance with the Agreement (AIA Document B101-2007) include the following.

1. Document reproduction (bidding), postage and shipping	$ 133.00
2. New Mexico gross receipts tax ($199,293.20 x 7.875%)	$15,694.54

Owner Acceptance:

(Signature) _____

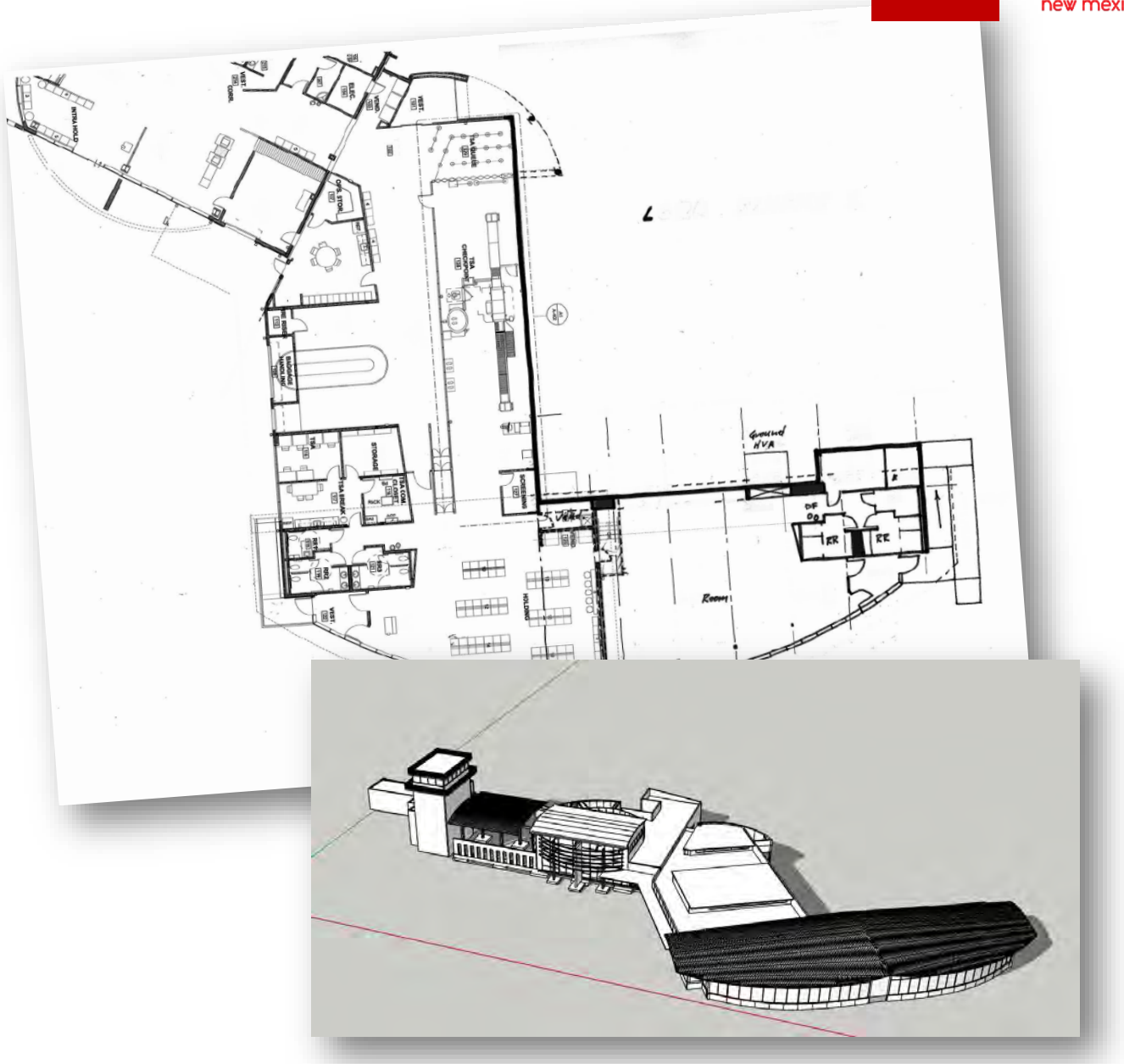
(Title)_____

- Probable cost to double secured hold room size
  - 3,300 sq. ft. @ $475 sq. ft.
    - $1,600,000
  - Addition design and construction administrative and inspection services
    - $199,160

- Funding sources in FY19/20 budget
  - 454-18-4209 Terminal
    - ~$900,000
  - 454-18-4125 Airport Improvements
    - ~$920,000
  - Pending FAA Hardstand grant
    - ~$350,000 savings

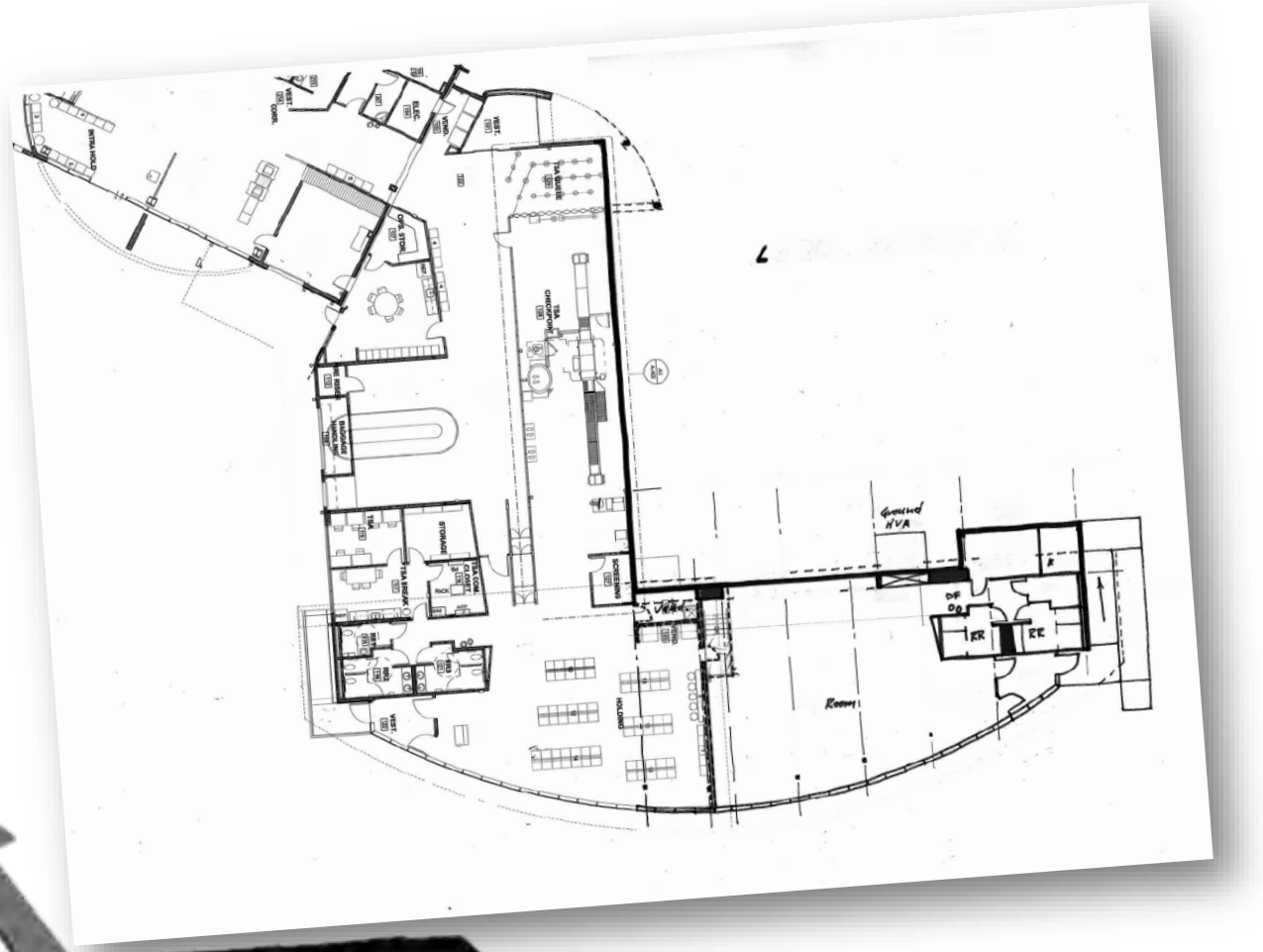
Discussion of an Increase in Size to the Hold Room of the Lea County Regional Airport Terminal Expansion.

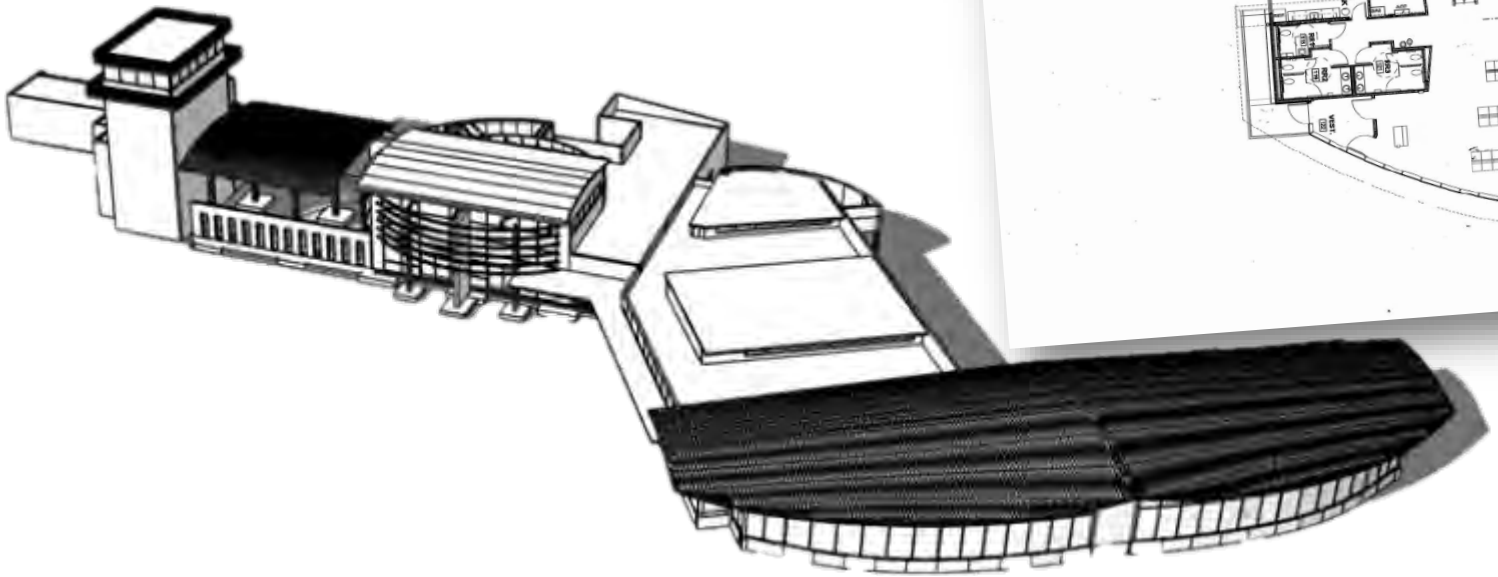
- Holdroom addition advantages
  - An increase now would minimize the cost of construction by reducing the need to reconstruct walls, footings, etc. on the east wall of expansion.
  - Would allow for future flight times to be adjusted to time that would promote better connection flights.
  - Allow for construction near secured area that may become more restricted when SIDA requirements are triggered.
  - Larger open space for passengers
  - Infrastructure for a jet bridge if desired.
  - Visually a more substantial terminal for arriving and departing passengers.



Next Steps

If desired, bring task orders to LCBCC in June for approval and begin design and expansion.





LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, May 23, 2019

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: May 7, 2019

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	**SUBMITTED BY** Name/Title/Dept: Corey Needham, Assistant County Manager
SUBJECT: Lea County Regional Airport Terminal Expansion - Increase Size of Hold Room	**ATTACHMENT(S):**
NO. OF ORIGINALS FOR SIGNATURE: 00 ***Select One** 00 ***Select One** 00 ***Select One**	**ACTION REQUESTED:** Discussion Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:
Section 2.3: Continuous communication with the public is beneficial and necessary.

SUMMARY:
Discussion regarding the Lea County Regional Airport Terminal Expansion - Increase Size of Hold Room

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel ☐ If checked; how many: Laptop ☑ Projector ☑ Other:	**See Additional Summary Attached** ☐
SUBMITTER'S RECOMMENDATION(S): Discussion Only	**Submitter's Signature** Department Director, Etc. Sandra J. Stout-Brito
FINANCE REVIEW Fiscal Impact/Cost:	**Reviewed by Finance Director**
LEGAL REVIEW: (Note: Travel does not need legal review)	**Reviewed by County Attorney**
COUNTY MANAGER REVIEW:	**Approved by County Manager** to be Placed on Agenda Mike Gallagher II Digitally signed by Michael P. Gallagher II Date: 2019.05.21 10:48:19 -06'00'

Item 0404

RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN

Approved:	Denied:	Other: Discussion Only
Resolution No.	Policy No.	Ordinance No.
Continued To:	Referred To:	Comments:

Discussion of the Bennett Waterline Project.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, May 23, 2019

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: May 7, 2019

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	**SUBMITTED BY** Name/Title/Dept: Corey Needham, Assistant County Manager
SUBJECT: Bennett Waterline Project	**ATTACHMENT(S):**
NO. OF ORIGINALS FOR SIGNATURE: 00 ***Select One** 00 ***Select One** 00 ***Select One**	**ACTION REQUESTED:** Discussion Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:
Section 2.3: Continuous communication with the public is beneficial and necessary.

SUMMARY:
Discussion regarding the Bennett Waterline Project

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel ☐ If checked; how many: Laptop ☑ Projector ☑ Other:	**See Additional Summary Attached** ☐
SUBMITTER'S RECOMMENDATION(S): Discussion Only	**Submitter's Signature** Department Director, Etc. Sandra Stout-Brito
FINANCE REVIEW Fiscal Impact/Cost:	**Reviewed by Finance Director**
LEGAL REVIEW: (Note: Travel does not need legal review)	**Reviewed by County Attorney**
COUNTY MANAGER REVIEW:	**Approved by County Manager** to be Placed on Agenda Digitally signed by Michael P. Gallagher II Date: 2019.05.21 10:48:19 -06'00'

Item 0405 **RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN**

Approved: _____ Denied: _____ Other: Discussion Only
Resolution No. _____ Policy No. _____ Ordinance No. _____
Continued To: _____ Referred To: _____ Comments: _____

Lea County
Financial Report

For Month ending April 30, 2019

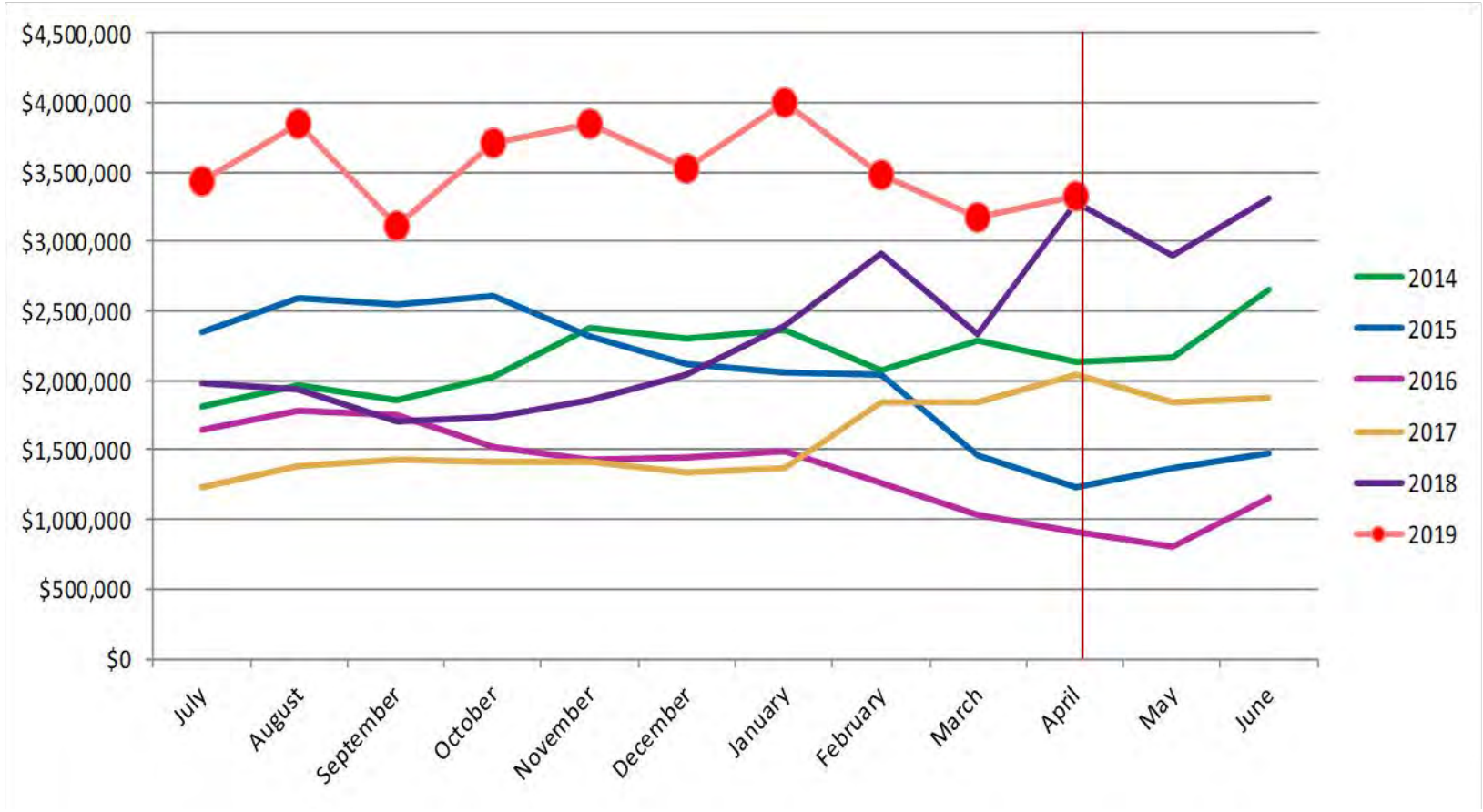
Revenue vs. Expenditure

For the YTD ending April 2019

Fund Type	Revenues	Expenditures	Cash Increase (Decrease)
Unrestricted Funds	$ 59,562,107	$ 19,646,879	$ 39,915,228
Special Revenue Funds	$ 17,506,715	$ 25,017,260	$ (7,510,546)
Designated Funds	$ 1,758,092	$ 18,349,856	$ (16,591,764)
Debt Service Fund	$ 7,292,778	$ 297,081	$ 6,995,697
Enterprise Fund	$ -	$ -	$ -
Trust Funds	$ 6,282,170	$ 5,409,045	$ 873,125
Total	**$ 92,401,862**	**$ 68,720,122**	**$ 23,681,741**

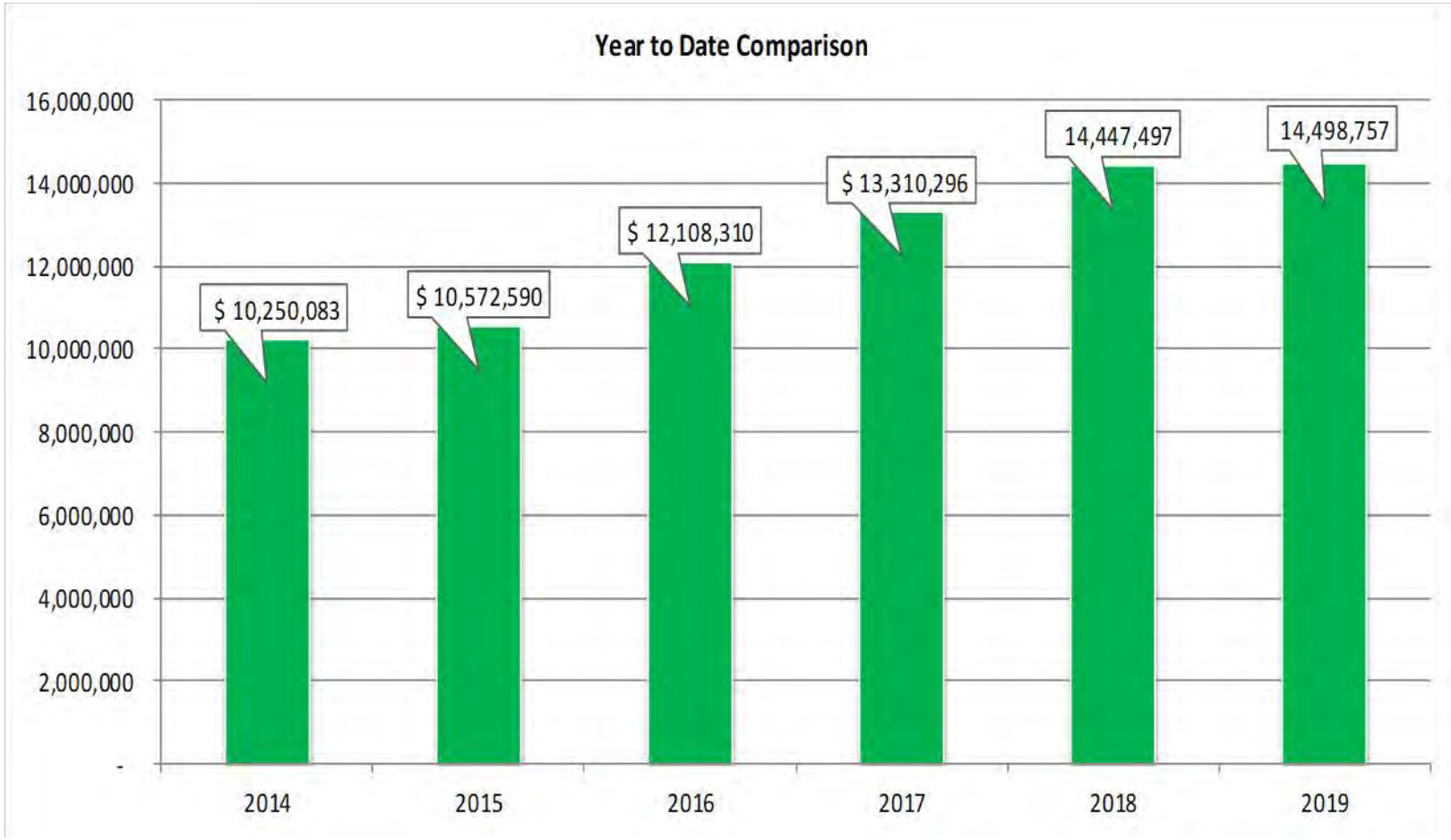
Oil & Gas Production Revenue

127.6% of Budget - $35,456,523



Property Tax Revenue

92.1% of Budget

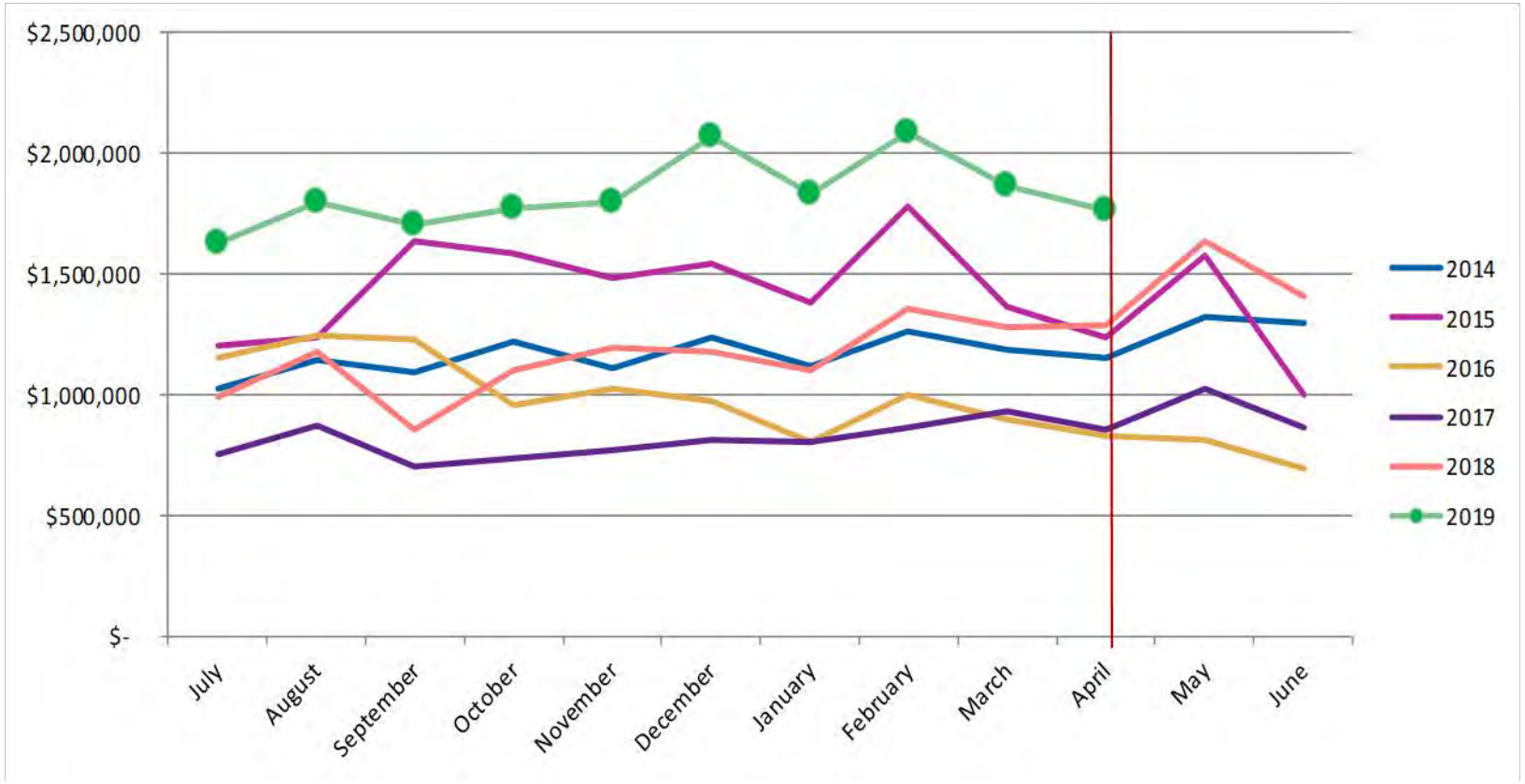


Gross Receipts Tax – All Sources

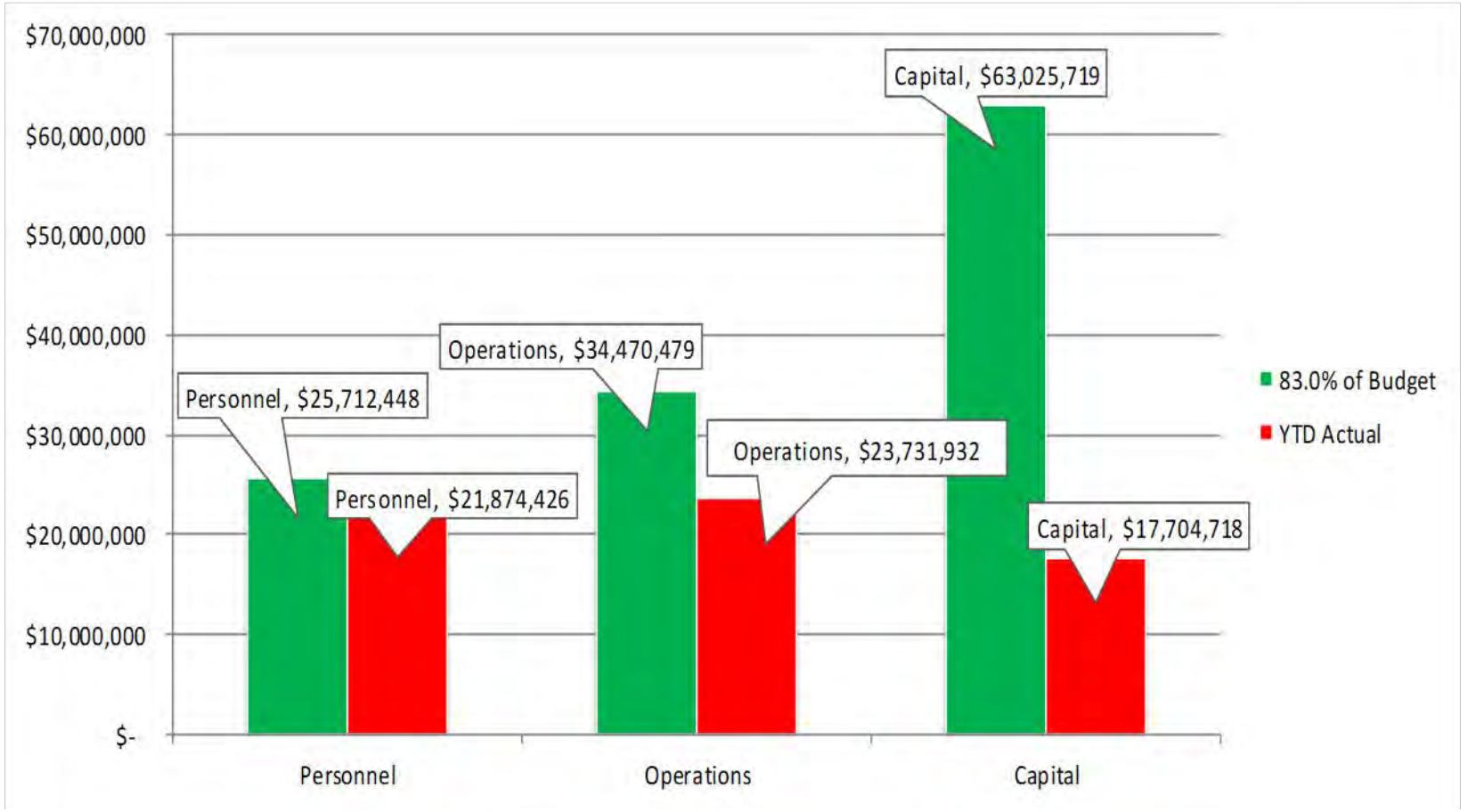
147.7% of Budget

Indigent GRT $7,288,459 Debt Service GRT $7,288,459

Environmental GRT $3,746,601



Expenditures – Year to Date – 42.6%



LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, May 23, 2019

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: May 7, 2019

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	**SUBMITTED BY** Name/Title/Dept:
05/08/2019	Chip Low - Finance Director
SUBJECT:	**ATTACHMENT(S):**
April 2019 Finance Report	1. April 2019 Finance Report
NO. OF ORIGINALS FOR SIGNATURE:	**ACTION REQUESTED:**
00 ***Select One** 00 ***Select One** 00 ***Select One**	Discussion Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:

The information in the financial report meets the goals in Section 3.1 on Accountability which is "Lea County is responsible for the public's tax dollars in a fiscally conservative and transparent manner". Performance measures met include 3.1.1, 3.1.2 and 3.1.4.

SUMMARY:

Review and discussion of the April 2019 Finance Report.

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.:

Easel ☐ If checked; how many: Laptop ☑ Projector ☑ Other:

See Additional Summary Attached ☐

SUBMITTER'S RECOMMENDATION(S):

Review and discussion of the April 2019 Finance Report

Submitter's Signature
Department Director, Etc.
Henry C Low Jr
Digitally signed by Henry C Low Jr
Date: 2019.05.08 15:23:50 -06'00'

FINANCE REVIEW Fiscal Impact/Cost:

There is no financial impact to Lea County with this agenda item.

Reviewed by Finance Director
Henry C Low Jr
Digitally signed by Henry C Low Jr
Date: 2019.05.08 15:24:22 -06'00'

LEGAL REVIEW:

ByPass Legal Review

(Note: Travel does not need legal review)

Reviewed by County Attorney
ByPass Legal Review
Digitally signed by ByPass Legal Review
Date: 2019.05.22 14:24:03 -06'00'

COUNTY MANAGER REVIEW:

Approved by County Manager
to be Placed on Agenda
Digitally signed by Michael P. Gallagher II
Date: 2019.05.22 14:24:23 -06'00'

Item 0406

RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN

Approved: _____ Denied: _____ Other: Discussion Only
Resolution No. _____ Policy No. _____ Ordinance No. _____
Continued To: _____ Referred To: _____ Comments: _____

Finance Department

April 2019

Table of Contents

Section 1: Financial Reports

- Income Statement
- Detailed Revenue & Expenditure Report
- Discretionary Cash Report
- Monthly Revenue & Expenditure Report
- Reconciliation of Discretionary Cash to Budgeted Transfers

Section 2: Activity Reports

- Accounts Payable
- Contract Administration

Section 3: Vehicle Report

Lea County
Revenue vs Expenditures
For the month ending April 30, 2019

County Funds

REVENUES	Budget	Actual	Pct Rec'd	Pct of Yr
Oil and Gas Production & Equip	$ 33,721,906	$ 40,484,431	120.1%	83.3%
Property taxes & PILT	$ 21,543,150	$ 16,065,637	74.6%	83.3%
Gross receipts tax (all sources)	$ 13,196,934	$ 18,323,518	138.8%	83.3%
Grants (all sources)	$ 12,029,944	$ 3,081,577	25.6%	83.3%
Care of prisoners (all sources)	$ 2,156,212	$ 1,658,044	76.9%	83.3%
Other Revenue	$ 5,425,995	$ 6,506,485	119.9%	83.3%
Subtotal County Funds	**$ 88,074,141**	**$ 86,119,692**	97.8%	83.3%

EXPENDITURES	Budget	Actual	Pct Exp'd	Pct of Yr
Salaries, wages & benefits	$ 30,978,853	$ 21,874,426	70.6%	83.3%
Operations	$ 41,530,698	$ 23,731,932	57.1%	83.3%
Capital Outlay	$ 75,934,601	$ 17,704,718	23.3%	83.3%
Subtotal County Funds	**$ 148,444,152**	**$ 63,311,077**	42.6%	83.3%
YTD Revenues over Expenditures		**$ 22,808,615**		

Trust & Agency Funds

REVENUES/EXPENDITURES	Budget	Actual	Pct Rec'd	Pct of Yr
All Sources	$ 7,971,282	$ 6,282,170	78.8%	83.3%
All Expenditures	$ 7,312,652	$ 5,409,045	74.0%	83.3%
YTD Revenues over Expenditures		**$ 873,125**		

All Funds

REVENUES/EXPENDITURES	Budget	Actual	Rec'd/Exp'd	Pct of Yr
Total County Revenues	$ 96,045,423	$ 92,401,862	96.2%	83.3%
Total County Expenditures	$ 155,756,804	$ 68,720,122	44.1%	83.3%
YTD Revenues over Expenditures		**$ 23,681,741**		

All Funds - Beginning Cash 07/01/18	**$ 85,970,771**
General Fund - Beginning cash 07/01/2018	57,567,197
General Fund - Revenues over Expenditures	39,915,228
General Fund - Transfers In/(Out)	(24,400,581)
General Fund - Cash Balance as of 04/30/2019	**73,081,844**
Designated Funds - Beginning Cash 07/01/2018	18,085,389
Designated Funds - Revenues over Expenditures	(17,106,613)
Designated Funds - Transfers In/(Out)	24,400,581
Designated Funds - Cash Balance as of 04/30/2019	**25,379,357**
Trust and Agency Funds - Beginning Cash 07/01/2018	10,318,186
Trust and Agency Funds - Revenues over Expenditures	873,125
Trust and Agency - Transfers In/(Out)	-
Trust and Agency Funds - Cash Balance as of 04/30/2019	**11,191,311**
All Funds - Cash Balance as of 04/30/2019	**109,652,512**

(Unaudited - for management's use only)

LEA COUNTY, NEW MEXICO
Expenditure Report
Fiscal Year - As of April 30, 2019

	FY 2017/2018			FY 2018/2019				
Fund	**Final Adjusted Budget**	**Year to Date Expended**	**Percentage of Budget Expended**	**Adjusted Budget**	**Year to Date Expended**	**Percentage of Budget Expended**	**CY vs PY $ Change**	**CY vs PY % Change**
	12 months	**10 months**	**83% of Yr**	**12 months**	**10 months**	**83% of Yr**	**Δ**	**Δ**
UNRESTRICTED FUNDS (GENERAL, CAPITAL & DETENTION FUNDS)								
Salaries and Benefits	**20,640,169**	**15,868,103**	**77%**	**24,377,866**	**17,558,798**	**72%**	**1,690,695**	**11%**
Operations:								
Community Agency Support	187,500	93,470	50%	235,000	114,092	49%	20,622	22%
Local Government Support	1,751,500	841,250	48%	2,587,000	872,089	34%	30,839	4%
Economic Development	2,584,232	1,211,926	47%	2,163,000	991,098	46%	(220,828)	-18%
LCCA	1,719,074	1,516,910	88%	1,834,361	1,665,750	91%	148,840	10%
Other	10,867,309	6,419,669	59%	12,289,677	6,161,311	50%	(258,358)	-4%
Subtotal Operations	**17,109,615**	**10,083,225**	**59%**	**19,109,038**	**9,804,340**	**51%**	**(278,885)**	**-3%**
Capital Projects and Equipment	**63,344,861**	**14,727,233**	**23%**	**47,388,474**	**10,633,597**	**22%**	**(4,093,635)**	**-28%**
TOTAL UNRESTRICTED FUNDS	**101,094,645**	**40,678,560**	**40%**	**90,875,378**	**37,996,736**	**42%**	**(2,681,825)**	**-7%**
RESTRICTED FUNDS								
Special Revenue Funds								
Road	11,340,269	6,351,766	56%	13,474,431	6,846,299	51%	494,532	8%
Special Revenue - GRT	8,844,823	5,445,174	62%	12,800,957	8,099,095	63%	2,653,921	49%
Special Revenue - Other	14,674,647	5,605,744	38%	25,274,488	8,079,756	32%	2,474,012	44%
Grants	3,691,058	1,890,261	51%	4,681,334	1,992,111	43%	101,849	5%
Total Special Revenue Funds	**38,550,797**	**19,292,946**	**50%**	**56,231,210**	**25,017,260**	**44%**	**5,724,314**	**30%**
Debt Service	**871,212**	**68,106**	**8%**	**1,189,130**	**297,081**	**25%**	**228,975**	**336%**
Enterprise Fund	**348,434**	**513**	**0%**	**148,434**	**-**	**0%**	**(513)**	**-100%**
Funds Held In Trust	**7,628,564**	**5,300,307**	**69%**	**7,312,652**	**5,409,045**	**74%**	**108,738**	**2%**
TOTAL RESTRICTED FUNDS	**47,399,007**	**24,661,870**	**52%**	**64,881,426**	**30,723,386**	**47%**	**6,061,516**	**25%**
TOTAL ALL FUNDS	***148,493,652***	***65,340,431***	***44%***	***155,756,804***	***68,720,122***	***44%***	**3,379,691**	**5%**

(Unaudited - for management's use only)

LEA COUNTY, NEW MEXICO
Revenue Report
Fiscal Year - As of April 30, 2019

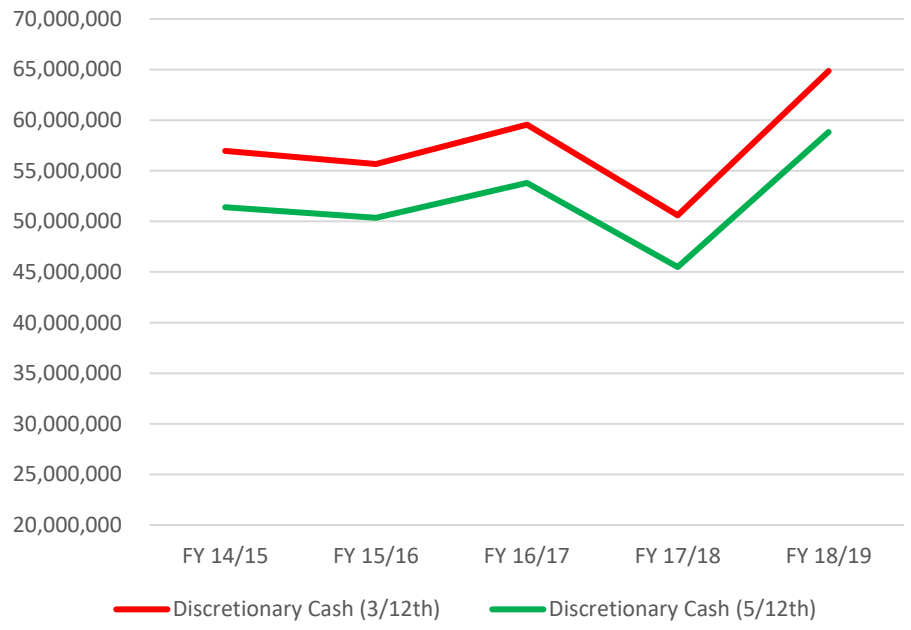
	FY 2017/2018			FY 2018/2019				
Fund	**Final Budget**	**Year to Date Received**	**Percentage of Budget Collected**	**Budget**	**Year to Date Received**	**Percentage of Budget Collected**	**CY vs PY $ Change**	**CY vs PY % Change**
	12 months	**10 months**	**83% of Yr**	**12 months**	**10 months**	**83% of Yr**	**Δ**	**Δ**
UNRESTRICTED FUNDS (GENERAL, CAPITAL & DETENTION FUNDS)								
Tax Revenue								
Oil and Gas Production	20,968,483	22,177,253	106%	27,779,095	35,456,523	128%	13,279,270	60%
Oil and Gas Equipment	3,299,826	3,318,961	101%	5,942,811	5,027,908	85%	1,708,947	51%
Property Tax- Current	15,744,576	14,024,561	89%	17,443,150	13,757,369	79%	(267,192)	-2%
Property Tax - Delinquent	600,000	422,936	70%	500,000	741,387	148%	318,451	75%
Motor Vehicle Tax	250,000	189,726	76%	250,000	185,181	74%	(4,545)	-2%
PILT - Federal and Local	3,481,566	708,881	20%	3,600,000	1,566,881	44%	858,000	121%
Subtotal tax revenue	**44,344,451**	**40,842,318**	**92%**	**55,515,056**	**56,735,249**	**102%**	**15,892,931**	**39%**
Sales, Services, Activities Revenue								
Detention	2,269,935	1,532,091	67%	2,156,212	1,658,044	77%	125,953	8%
Fairgrounds	-	-	N/A	-	-	N/A	-	N/A
Event Center	-	-	N/A	-	-	N/A	-	N/A
Subtotal Sales, Services, Activities	**2,269,935**	**1,532,091**	**67%**	**2,156,212**	**1,658,044**	**77%**	**125,953**	**8%**
Grants								
Federal	17,000	-	0%	-	12,700	N/A	12,700	N/A
State	5,000	-	0%	100,000	105,050	105%	105,050	N/A
Other	3,000,000	-	0%	3,000,000	-	0%		N/A
Subtotal Grants	**3,022,000**	**-**	**0%**	**3,100,000**	**117,750**	**4%**	**117,750**	**N/A**
Other	1,353,855	2,059,332	152%	1,463,000	2,809,156	192%	749,824	36%
TOTAL UNRESTRICTED FUNDS	**50,990,241**	**44,433,742**	**87%**	**62,234,268**	**61,320,199**	**99%**	**16,886,457**	**38%**
Net Transfers	-	(9,828,305)		(24,669,255)	(7,800,581)	32%	2,027,724	-21%
After Transfers	**50,990,241**	**34,605,437**	**68%**	**37,565,013**	**53,519,618**	**142%**	**18,914,181**	**55%**
RESTRICTED FUNDS								
Special Revenue Funds								
Special Revenue - GRT	5,725,347	6,830,505	119%	7,963,286	11,035,059	139%	4,204,554	62%
Special Revenue - Other	3,320,319	3,341,696	101%	3,711,995	3,507,828	94%	166,132	5%
Grants	12,362,582	4,007,229	32%	8,929,944	2,963,827	33%	(1,043,401)	-26%
Total Special Revenue Funds	**21,408,248**	**14,179,429**	**66%**	**20,605,225**	**17,506,715**	**85%**	**3,327,285**	**23%**
Net Transfers	-	9,828,305	N/A	30,570,340	13,590,098	44%	3,761,793	38%
After Transfers	**21,408,248**	**24,007,734**	**112%**	**51,175,565**	**31,096,813**	**61%**	**7,089,078**	**30%**
Debt Service GRT	**4,068,126**	**4,701,017**	**116%**	**5,234,648**	**7,292,778**	**139%**	**2,591,761**	**55%**
Net Transfers	-	-	N/A	(5,901,085)	(5,789,517)	98%	(5,789,517)	N/A
After Transfers	**4,068,126**	**4,701,017**	**116%**	**(666,437)**	**1,503,261**	**-226%**	**(3,197,756)**	**-68%**
Enterprise Fund	**-**	**-**	**N/A**	**-**	**-**	**N/A**	**-**	**N/A**
Net Transfers	-	-	N/A	-	-	N/A	-	N/A
After Transfers	**-**	**-**	**N/A**	**-**	**-**	**N/A**	**-**	**N/A**
Funds Held In Trust	**7,425,020**	**6,279,704**	**85%**	**7,971,282**	**6,282,170**	**79%**	**2,467**	**0%**
Net Transfers	-	-	N/A	-	-	N/A	-	N/A
After Transfers	**7,425,020**	**6,279,704**	**85%**	**7,971,282**	**6,282,170**	**79%**	**2,467**	**0%**
TOTAL RESTRICTED FUNDS	**32,901,394**	**25,160,150**	**76%**	**33,811,155**	**31,081,663**	**92%**	**5,921,513**	**24%**
Net Transfer	-	9,828,305	N/A	24,669,255	7,800,581	32%	(2,027,724)	-21%
After Transfers	**32,901,394**	**34,988,455**	**106%**	**58,480,410**	**38,882,244**	**66%**	**3,893,789**	**11%**
TOTAL ALL FUNDS	***83,891,635***	***69,593,891***	***83%***	***96,045,423***	***92,401,862***	***96%***	***22,807,971***	**33%**

(Unaudited - for management's use only)

Discretionary Cash

April 30, 2019

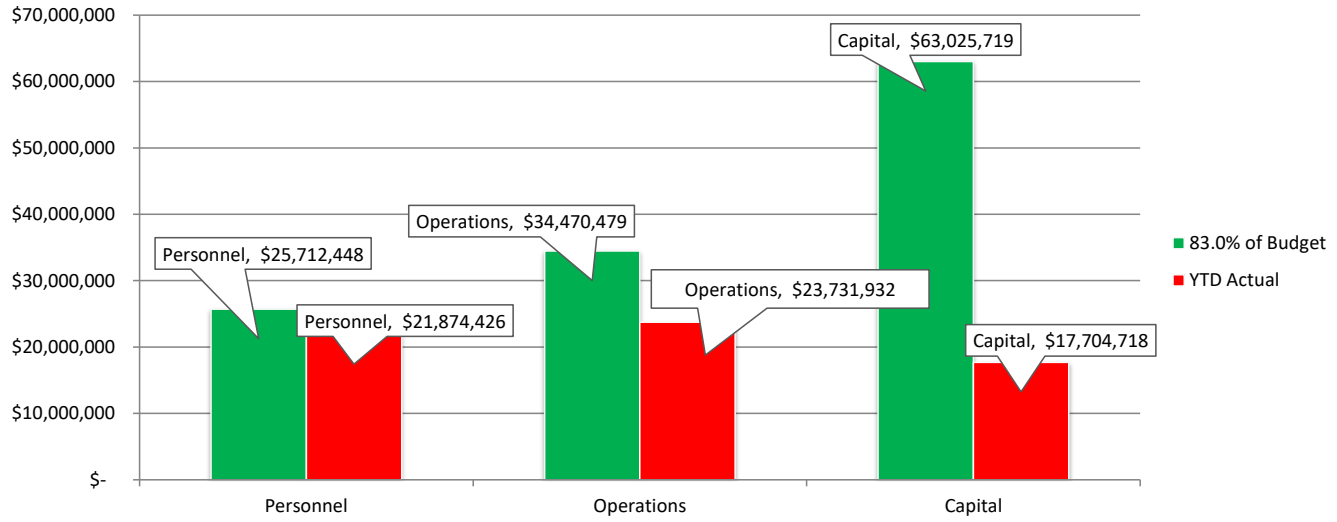
	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
Ending Cash	65,262,660	63,648,152	67,453,016	57,567,197	73,081,844
Operational Budget	33,261,446	31,914,377	31,537,719	27,868,182	32,891,946
3/12th Reserve	8,315,362	7,978,594	7,884,430	6,967,046	8,222,987
Discretionary Cash (3/12th)	56,947,298	55,669,558	59,568,587	50,600,151	64,858,857
5.2/12th Reserve	13,858,936	13,297,657	13,666,345	12,076,212	14,253,177
Discretionary Cash (5/12th)	51,403,724	50,350,495	53,786,671	45,490,985	58,828,667

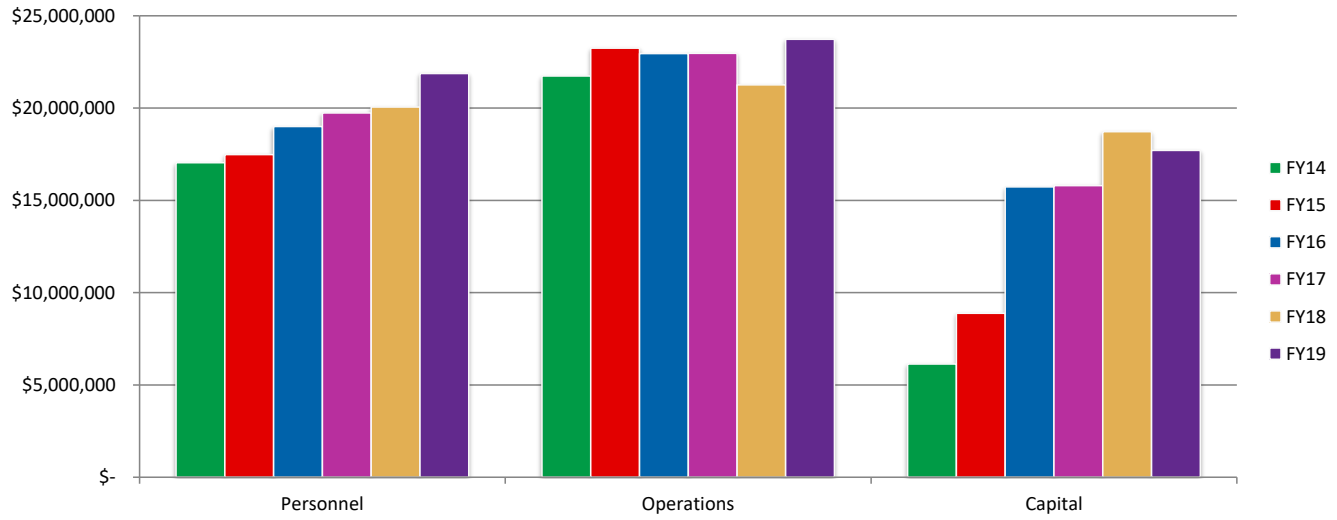


(Unaudited - for management's use only)

Lea County
General, Capital, Detention, Special Revenue, and Enterprise Fund Expenditures FY19
Historical Data

	Personnel	% Expn'd	Operations	% Expn'd	Capital	% Expn'd	Total	% Expn'd	% of Yr
Budget	**$ 30,978,853**	**100%**	**$ 41,530,698**	**100%**	**$ 75,934,601**	**100%**	**$ 148,444,152**	**100%**	**100%**
July	1,882,236	6.1%	2,841,071	6.8%	494,766	0.7%	5,218,073	3.5%	8.3%
August	2,107,079	6.8%	2,652,874	6.4%	774,071	1.0%	5,534,024	7.2%	16.7%
September	2,059,605	6.6%	2,826,935	6.8%	1,050,012	1.4%	5,936,552	11.2%	25.0%
October	2,029,540	6.6%	1,760,981	4.2%	2,402,399	3.2%	6,192,920	15.4%	33.7%
November	2,823,385	9.1%	1,428,314	3.4%	2,664,378	3.5%	6,916,076	20.1%	41.9%
December	2,195,913	7.1%	3,494,329	8.4%	2,261,295	3.0%	7,951,537	25.4%	50.0%
January	2,184,445	7.1%	1,971,798	4.7%	1,420,499	1.9%	5,576,741	29.2%	58.3%
February	2,158,957	7.0%	1,595,290	3.8%	1,479,269	1.9%	5,233,516	32.7%	66.7%
March	1,938,155	6.3%	3,146,370	7.6%	2,250,106	3.0%	7,334,632	37.7%	75.0%
April	2,495,111	8.1%	2,013,970	4.8%	2,907,924	3.8%	7,417,005	42.6%	83.0%
May	-	0.0%	-	0.0%	-	0.0%	-		
June	-	0.0%	-	0.0%	-	0.0%	-		
Total	**21,874,426**	**70.6%**	**23,731,932**	**57.1%**	**17,704,718**	**23.3%**	**63,311,077**	**42.6%**	**83.0%**
Remaining Budget	**9,104,427**	**29.4%**	**17,798,766**	**42.9%**	**58,229,883**	**76.7%**	**85,133,075**	**57.4%**	**17.0%**

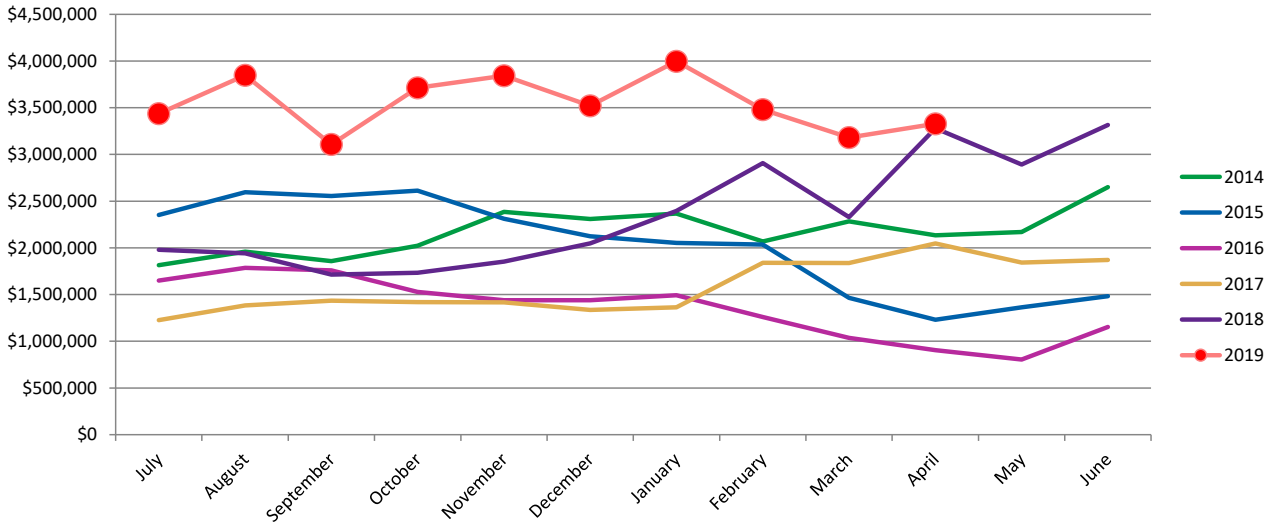




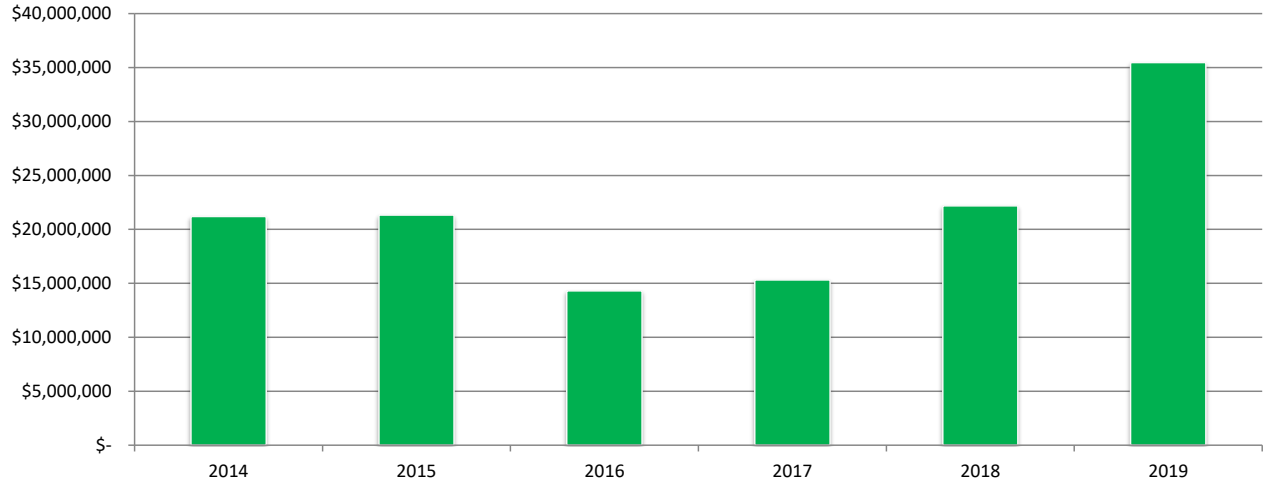
(Unaudited - for management's use only)

Lea County
Oil and Gas Production Revenue
Historical Data

	2014	2015	2016	2017	2018	2019	% Inc/Dec	% of Bdgt Collected	% of Yr
July	$1,814,565	$2,351,379	$1,649,487	$1,225,981	$1,979,953	$3,438,399	73.7%	12.4%	8.3%
August	1,960,128	2,595,230	1,785,885	1,384,390	1,940,661	3,848,188	98.3%	26.2%	16.7%
September	1,857,399	2,554,872	1,759,423	1,433,817	1,713,785	3,106,645	81.3%	37.4%	25.0%
October	2,022,683	2,612,414	1,527,798	1,418,544	1,732,992	3,713,028	114.3%	50.8%	33.3%
November	2,385,855	2,311,923	1,438,393	1,416,787	1,852,128	3,842,449	107.5%	64.6%	41.7%
December	2,308,201	2,124,366	1,439,692	1,335,927	2,047,167	3,520,439	72.0%	77.3%	50.0%
January	2,367,846	2,052,081	1,492,942	1,363,143	2,395,094	3,997,636	66.9%	91.7%	58.3%
February	2,068,306	2,035,304	1,260,020	1,839,019	2,906,976	3,481,268	19.8%	104.2%	66.7%
March	2,283,675	1,465,891	1,037,179	1,838,495	2,328,432	3,180,635	36.6%	115.7%	75.0%
April	2,135,152	1,230,370	904,652	2,047,173	3,280,064	3,327,836	1.5%	127.6%	83.3%
May	2,170,678	1,364,070	804,433	1,842,600	2,893,372		N/A	N/A	N/A
June	2,650,087	1,482,694	1,153,619	1,871,304	3,315,521		N/A	N/A	N/A
Total	**$26,024,577**	**$24,180,592**	**$16,253,522**	**$19,017,180**	**$28,386,145**	**$35,456,523**	**59.9%**	**127.6%**	**83.3%**



Year to Date Comparison

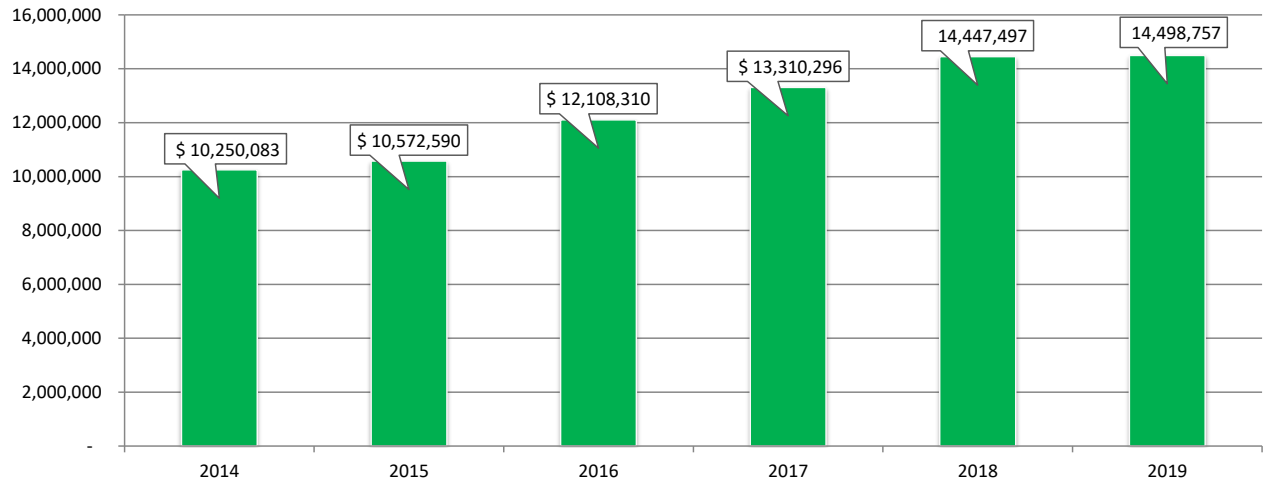


(Unaudited - for management's use only)

Lea County
Current and Delinquent Property Tax Revenue
Historical Data

	2014	2015	2016	2017	2018	2019	% Inc/Dec From PY	% of Bdgt Collected	% of Yr
July	$ 59,222	$ 74,335	$ 11,987	$ 427,035	$ 101,431	$ 64,340	-36.6%	0.4%	8.3%
	39,211	30,078	$ 267,251	$ 41,097	$ 40,900	$ 33,251	-18.7%	0.6%	16.7%
September	26,476	48,658	$ 27,502	$ 57,744	$ 41,474	$ 246,582	494.6%	2.2%	25.0%
October	205,010	21,898	$ 1,190,284	$ 218,382	$ 20,639	$ 1,431,326	6834.9%	11.3%	33.3%
November	4,254,229	4,634,917	$ 4,472,198	$ 3,830,294	$ 5,227,938	$ 4,424,706	-15.4%	39.4%	41.7%
December	3,315,369	3,663,874	$ 3,212,368	$ 5,564,969	$ 5,530,394	$ 6,220,260	12.5%	78.9%	50.0%
January	330,252	159,519	$ 409,170	$ 364,733	$ 528,616	$ 96,790	-81.7%	79.5%	58.3%
February	102,262	215,325	$ 165,512	$ 186,903	$ 370,880	$ 181,942	-50.9%	80.7%	66.7%
March	392,822	352,977	$ 610,939	$ 317,829	$ 249,748	$ 632,227	153.1%	84.7%	75.0%
April	1,525,229	1,371,010	$ 1,741,097	$ 2,301,310	$ 2,335,477	$ 1,167,332	-50.0%	92.1%	83.3%
May	1,567,453	2,146,651	$ 2,233,582	$ 2,288,911	$ 2,199,729		N/A	N/A	N/A
June	178,080	214,723	$ 229,902	$ 196,164	$ 241,927		N/A	N/A	N/A
Total	**$ 11,995,615**	**$ 12,933,964**	**$ 14,571,794**	**$ 15,795,371**	**$ 16,889,154**	**$ 14,498,757**	**0.4%**	**92.1%**	**83.3%**

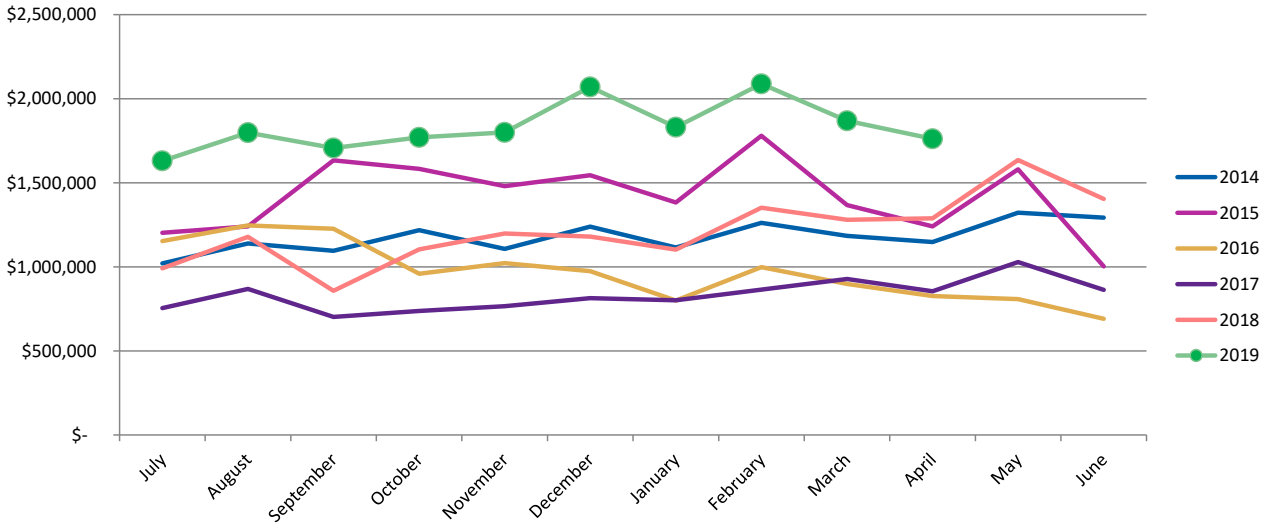
Year to Date Comparison

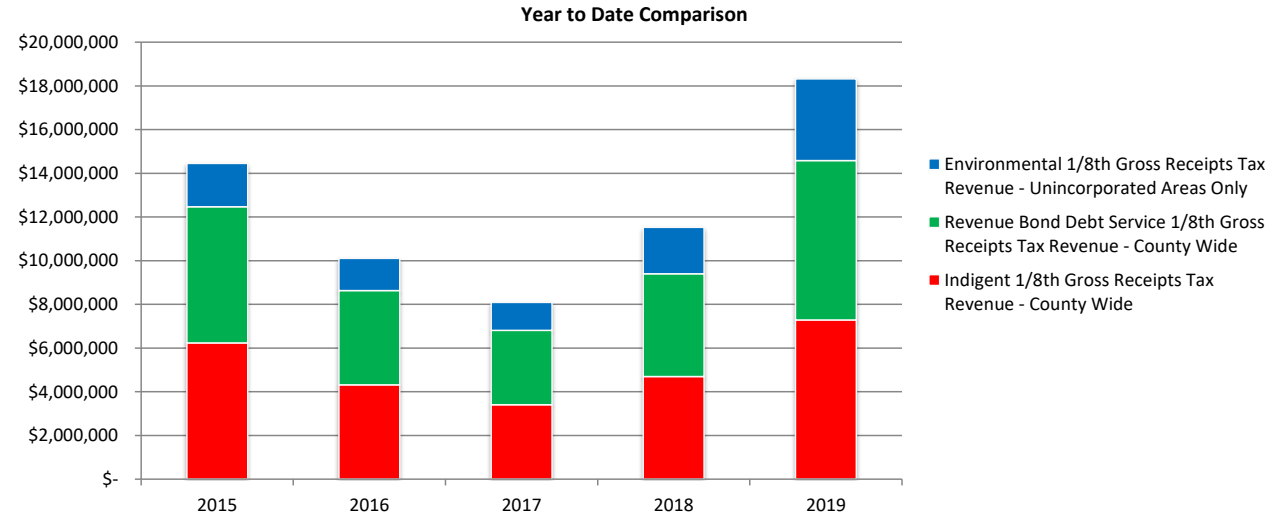


(Unaudited - for management's use only)

Lea County
GRT Combined Revenue - All Levies
Historical Data

	2014	2015	2016	2017	2018	2019	% Inc/Dec From PY	% of Bdgt Collected	% of Yr
July	$ 1,020,350	$ 1,202,976	$ 1,152,984	$ 753,911	$ 990,726	$ 1,629,978	64.5%	13.1%	8.3%
August	1,139,277	1,240,642	1,246,139	868,366	1,177,793	$ 1,798,282	52.7%	27.6%	16.7%
September	1,095,645	1,633,926	1,226,488	701,932	857,431	$ 1,706,375	99.0%	41.4%	25.0%
October	1,217,456	1,583,248	958,779	737,111	1,103,598	$ 1,770,490	60.4%	55.6%	33.3%
November	1,106,962	1,479,551	1,021,528	766,360	1,197,757	$ 1,799,119	50.2%	70.1%	41.7%
December	1,238,827	1,544,698	974,360	814,291	1,180,361	$ 2,070,127	75.4%	86.8%	50.0%
January	1,115,357	1,382,941	799,576	800,348	1,102,014	$ 1,830,726	66.1%	101.6%	58.3%
February	1,261,689	1,779,512	998,031	864,312	1,351,752	$ 2,088,110	54.5%	118.4%	66.7%
March	1,183,650	1,366,582	898,371	928,345	1,279,648	$ 1,868,373	46.0%	133.5%	75.0%
April	1,148,111	1,239,986	826,566	853,881	1,287,811	$ 1,761,940	36.8%	147.7%	83.3%
May	1,321,991	1,579,230	808,081	1,028,343	1,635,261		N/A	N/A	N/A
June	1,292,707	1,002,681	690,827	863,464	1,404,137		N/A	N/A	N/A
Total	**14,142,022**	**17,035,973**	**11,601,730**	**9,980,663**	**14,568,289**	**18,323,518**	**58.9%**	**147.7%**	**83.3%**





(Unaudited - for management's use only)

Lea County
Indigent 1/8th Gross Receipts Tax Revenue - County Wide
Historical Data

	2014	2015	2016	2017	2018	2019	% Inc/Dec From PY	% of Bdgt Collected	% of Yr
July	$ 448,788	$ 526,540	$ 496,667	$ 317,756	$ 409,770	$ 654,572	59.7%	12.3%	8.3%
August	503,508	545,812	532,945	373,126	480,527	$ 725,078	50.9%	25.9%	16.7%
September	480,368	686,941	534,997	291,608	346,434	$ 679,100	96.0%	38.6%	25.0%
October	533,985	670,560	397,081	309,027	452,070	$ 703,865	55.7%	51.8%	33.3%
November	479,276	632,294	438,689	328,850	489,253	$ 712,667	45.7%	65.2%	41.7%
December	536,760	672,577	413,722	342,532	476,940	$ 817,486	71.4%	80.6%	50.0%
January	484,674	590,258	342,160	338,069	456,077	$ 727,509	59.5%	94.2%	58.3%
February	544,204	773,902	419,748	367,369	551,247	$ 829,711	50.5%	109.8%	66.7%
March	522,393	595,836	377,245	382,534	514,767	$ 742,747	44.3%	123.7%	75.0%
April	494,806	539,541	359,784	352,099	521,301	$ 695,724	33.5%	136.8%	83.3%
May	576,735	657,174	344,878	426,178	654,693		N/A	N/A	N/A
June	539,046	457,435	292,078	356,847	566,849		N/A	N/A	N/A
Total	**$ 6,144,543**	**$ 7,348,870**	**$ 4,949,995**	**$ 4,185,993**	**$ 5,919,928**	**$ 7,288,459**	**55.1%**	**136.8%**	**83.3%**

Lea County
Revenue Bond Debt Service 1/8th Gross Receipts Tax Revenue - County Wide
Historical Data

	2014	2015	2016	2017	2018	2019	% Inc/Dec From PY	% of Bdgt Collected	% of Yr
July	$ 448,788	$ 526,540	$ 496,667	$ 317,756	$ 409,770	$ 654,572	59.7%	13.3%	8.3%
August	503,508	545,812	532,945	373,126	480,527	$ 725,078	50.9%	26.9%	16.7%
September	480,368	686,941	534,997	291,608	346,434	$ 679,100	96.0%	39.7%	25.0%
October	533,985	670,560	397,081	309,027	452,070	$ 703,865	55.7%	52.9%	33.3%
November	479,276	632,294	438,689	328,850	489,253	$ 712,667	45.7%	66.2%	41.7%
December	536,760	672,577	413,722	342,532	476,940	$ 817,486	71.4%	81.6%	50.0%
January	484,674	590,258	342,160	338,069	456,077	$ 727,509	59.5%	95.2%	58.3%
February	544,204	773,902	419,748	367,369	551,247	$ 829,711	50.5%	110.8%	66.7%
March	522,393	595,836	377,245	382,534	514,767	$ 742,747	44.3%	124.7%	75.0%
April	494,806	539,541	359,784	352,099	521,301	$ 695,724	33.5%	137.8%	83.3%
May	576,735	657,174	344,878	426,178	654,693		N/A	N/A	N/A
June	539,046	457,435	292,078	356,847	566,849		N/A	N/A	N/A
Total	**$ 6,144,543**	**$ 7,348,870**	**$ 4,949,995**	**$ 4,185,993**	**$ 5,919,928**	**$ 7,288,459**	**-29.3%**	**137.8%**	**83.3%**

Lea County
Environmental 1/8th Gross Receipts Tax Revenue - Unincorporated Areas Only
Historical Data

	2014	2015	2016	2017	2018	2019	% Inc/Dec From PY	% of Bdgt Collected	% of Yr
July	$ 122,775	$ 149,897	$ 159,649	$ 118,399	$ 171,187	$ 320,834	87.4%	14.9%	8.3%
August	132,261	149,017	180,250	122,113	216,738	$ 348,125	60.6%	31.0%	16.7%
September	134,909	260,045	156,494	118,716	164,562	$ 348,176	111.6%	47.1%	25.0%
October	149,486	242,127	164,617	119,057	199,457	$ 362,761	81.9%	63.9%	33.3%
November	148,409	214,963	144,151	108,661	219,252	$ 373,785	70.5%	81.2%	41.7%
December	165,307	199,544	146,915	129,226	226,481	$ 435,155	92.1%	101.3%	50.0%
January	146,009	202,425	115,255	124,211	189,861	$ 375,707	97.9%	118.7%	58.3%
February	173,280	231,708	158,535	129,574	249,259	$ 428,687	72.0%	138.6%	66.7%
March	138,865	174,909	143,881	163,277	250,114	$ 382,879	53.1%	156.3%	75.0%
April	158,498	160,903	106,998	149,683	245,209	$ 370,491	51.1%	173.5%	83.3%
May	168,520	264,882	118,324	175,988	325,875		N/A	N/A	N/A
June	214,616	87,810	106,671	149,771	270,440		N/A	N/A	N/A
Total	**$ 1,852,936**	**$ 2,338,233**	**$ 1,701,739**	**$ 1,608,677**	**$ 2,728,433**	**$ 3,746,601**	**75.7%**	**173.5%**	**83.3%**

(Unaudited - for management's use only)

Fund Type	Revenues	Expenditures	Cash Increase (Decrease)
Unrestricted Funds	$ 59,562,107	$ 19,646,879	$ 39,915,228
Special Revenue Funds	$ 17,506,715	$ 25,017,260	$ (7,510,546)
Designated Funds	$ 1,758,092	$ 18,349,856	$ (16,591,764)
Debt Service Fund	$ 7,292,778	$ 297,081	$ 6,995,697
Enterprise Fund	$ -	$ -	$ -
Trust Funds	$ 6,282,170	$ 5,409,045	$ 873,125
Total	**$ 92,401,862**	**$ 68,720,122**	**$ 23,681,741**

LEA COUNTY NEW MEXICO
Recap of Discretionary Cash and Commitments
As of April 30, 2019

General Fund Cash Balance -April 30, 2019	$	73,081,844
Less: 3/12ths reserve of General Fund Budget	$	(8,222,987)
General Fund Cash Available for Commitments	$	64,858,857
Budgeted Cash Transfers In:		
Net of YTD Actual Or Projected Transfers		
Debt Service Fund	$	111,568
Total Discretionary Cash Available	$	64,970,425
Budgeted Cash Transfers Out:		
Net of YTD Actual Transfers		
Road Fund	$	(5,756,902)
Farm & Range	$	(72,000)
Community Centers	$	(200,000)
Indigent Hospital Claims	$	(1,650,000)
Airport Fire Depart	$	(130,000)
Paving Districts	$	(100,000)
Detention Facility	$	(3,870,660)
Capital Projects	$	(27,830,000)
Other Grants	$	-
Lea Regional Airport	$	(3,500,000)
Lovington Airport	$	(11,604)
Jal Airport	$	(85,239)
Lea County Fairgrounds	$	(3,498,000)
Lea County Fair & Rodeo	$	(300,000)
Lea County Event Center	$	(646,497)
Hispanic Heritage Night	$	-
Lea County Drug Task Force	$	(50,000)
Lea County Fire Marshal	$	(1,000,000)
Total Cash Transfers (Net YTD)	$	(48,700,902)
Discretionary Cash Available - April 30, 2019	$	16,269,523
Budgeted Revenue over Expenses (Remainder of Year)	$	(15,829,117)
Projected Excess/(Shortfall) in Budgeted Revenue (Remainder of Year)	$	-
Total Discretionary Cash Available (Remainder of Year)	$	440,406

Accounts Payable

April 2019 and YTD

	April 2019	YTD
Number of Checks	429	4,887
Dollar Amount	$ 5,066,235	$ 43,863,634

Payroll

April 2019 and YTD

	April 2019	YTD
Number of Checks	672	6,997
Dollar Amount	$ 1,067,120	$ 10,954,991

Contract Administration

FY 18-19

The Finance Department is tracking 175 active contracts as of April 2019

VEHICLE ACTIVITY REPORT FROM 4/1/2018 TO 5/1/2019

Description	License Plate	Beginning Odometer	Ending Odometer	Miles Traveled	Avg Miles Per Month	Gallons Used	MPG	Cost of Gasoline	Maint. Costs	W.O.s Pending
AIRPORT										
2007 Chevrolet 1500	G68108	103,788	115,155	11,367	886	794	14	$2,009	$0	2
2010 Ford F150 Ext Cab	G79019	176,947	187,400	10,453	869	775	13	$1,938	$0	2
2010 Ford F150 Ext Cab	G79020	138,619	142,473	3,854	322	296	13	$797	$0	3
2011 Ford F250 Ext Cab	G82405	195,565	209,137	13,572	1,459	910	15	$2,572	$0	3
2004 Chevrolet Silverado	G58823	0	0	0	0	0	0	$0	$0	2
2017 DODGE RAM 2500	G99531	0	0	0	0	0	0	$0	$0	0
DEPARTMENT TOTAL		614,919	654,165	39,246	3,536	2,775	9	$7,316	$0	12
ASSESSOR										
2008 Chevrolet Suburban	G73629	51,180	58,423	7,243	592	264	27	$649	$464	1
2014 Dodge Ram	G91467	65,934	76,975	11,041	900	651	17	$1,702	$160	1
2016 CHEVY PICKUP	G97076	14,277	20,609	6,332	619	337	19	$804	$50	2
DEPARTMENT TOTAL		131,391	156,007	24,616	2,111	1,253	21	$3,155	$674	4
CLERK										
2002 Dodge Durango	G50583	0	0	0	0	0	0	$0	$0	1
2012 Dodge Durango	G87417	46,326	54,693	8,367	677	437	19	$1,082	$0	2
DEPARTMENT TOTAL		46,326	54,693	8,367	677	437	10	$1,082	$0	3

VEHICLE ACTIVITY REPORT FROM 4/1/2018 TO 5/1/2019

Description	License Plate	Beginning Odometer	Ending Odometer	Miles Traveled	Avg Miles Per Month	Gallons Used	MPG	Cost of Gasoline	Maint. Costs	W.O.s Pending
DETENTION										
2002 Dodge Ram	G63349	0	0	0	0	0	0	$0	$0	1
2004 Chevrolet Silverado	G56734	159,543	159,543	0	0	0	0	$0	$16	0
2002 Dodge 2500 Ext Cab	G50131	129,924	130,774	850	75	127	7	$346	$167	0
2008 Ford Expedition	G73154	0	0	0	0	0	0	$0	$0	0
2006 Chevrolet Trail Blazer	G67322	95,049	102,952	7,903	641	367	22	$935	$1,150	2
2001 Dodge Intrepid	G79793	0	0	0	0	0	0	$0	$0	1
2010 Ford Explorer	G81943	49,188	58,905	9,717	803	440	22	$1,120	$2,375	1
2012 Ford Econoline 15 Pass.	G85537	168,098	195,428	27,330	2,152	1,642	17	$4,143	$4,125	1
2013 Ford 138 E-Series 15 Pass.	G88010	234,179	289,471	55,292	4,365	3,115	18	$7,318	$2,498	2
2013FORD VAN	G88012	29,777	41,610	11,833	944	854	14	$2,162	$2,242	1
2016 Chevy Express Van	G96496	0	0	0	0	0	0	$0	$0	0
2018 CHEVROLET EXPRESS VAN	05320G	0	0	0	0	0	0	$0	$0	0
2018 Chevrolet Express Van	04702G	0	0	0	0	0	0	$0	$0	0
2018 CHEVROLET SILVERADO	03368G	0	0	0	0	0	0	$0	$69	0
DEPARTMENT TOTAL		865,758	978,683	112,925	8,980	6,546	7	$16,025	$12,642	9

VEHICLE ACTIVITY REPORT FROM 4/1/2018 TO 5/1/2019

Description	License Plate	Beginning Odometer	Ending Odometer	Miles Traveled	Avg Miles Per Month	Gallons Used	MPG	Cost of Gasoline	Maint. Costs	W.O.s Pending
DWI										
2007 Chevrolet Tahoe	G69712	148,473	152,333	3,860	1,997	232	17	$610	$123	2
2009 FORD VAN	G76011	203,724	206,526	2,802	217	220	13	$558	$384	1
2008 Dodge CLB	G93847	89,770	93,464	3,694	296	113	33	$294	$0	1
2016 FORD F-150	G96770	26,334	37,582	11,248	890	578	19	$1,439	$82	2
DEPARTMENT TOTAL		468,301	489,905	21,604	3,399	1,143	20	$2,901	$590	6
EMERGENCY MANAGEMENT										
2017 RAM CREW CAB PICKUP	G98750	0	0	0	0	0	0	$0	$0	0
2018 Dodge Ram 2500	05744g	0	0	0	0	0	0	$0	$0	0
2018 GMC	02578G	0	0	0	0	0	0	$0	$0	0
DEPARTMENT TOTAL		0	0	0	0	0	0	$0	$0	0

VEHICLE ACTIVITY REPORT FROM 4/1/2018 TO 5/1/2019

Description	License Plate	Beginning Odometer	Ending Odometer	Miles Traveled	Avg Miles Per Month	Gallons Used	MPG	Cost of Gasoline	Maint. Costs	W.O.s Pending
ENVIRONMENTAL SERVICES										
2006 Silverado Ext Cab	G63310	0	0	0	0	0	0	$0	$0	1
2007 Chevrolet 2500 Ext Cab	G70783	0	0	0	0	0	0	$0	$0	3
2005 Ford 139 Supercrew	G62094	158,018	159,292	1,274	162	86	15	$217	$0	3
2012 Ford F250 Ext Cab	G83826	120,952	139,054	18,102	1,407	1,614	11	$3,861	$0	3
2012 Chevrolet Silverado	G85363	0	0	0	0	0	0	$0	$0	3
2014 Dodge Ram	G89912	110,838	128,607	17,769	1,360	1,128	16	$2,833	$0	3
2014 Dodge Ram	G89913	76,243	94,706	18,463	1,435	1,080	17	$2,912	$0	2
2017 RAM CREW CAB PICKUP	G98751	0	0	0	0	0	0	$0	$0	0
2018 Dodge Ram 2500	02503G	0	0	0	0	0	0	$0	$0	0
2017 DODGE RAM 1500	01909G	0	0	0	0	0	0	$0	$0	0
2018 DODGE RAM	04828G	0	0	0	0	0	0	$0	$0	0
DEPARTMENT TOTAL		466,051	521,659	55,608	4,364	3,908	5	$9,823	$0	18

VEHICLE ACTIVITY REPORT FROM 4/1/2018 TO 5/1/2019

Description	License Plate	Beginning Odometer	Ending Odometer	Miles Traveled	Avg Miles Per Month	Gallons Used	MPG	Cost of Gasoline	Maint. Costs	W.O.s Pending
FAIR/RODEO										
1999 Chevrolet 1500	G39807	151,762	93,865	-57,897	-4,488	92	-628	$255	$0	0
2007 Cehvrolet 2500 Ext Cab	G68974	8,374	173,229	164,855	13,015	473	349	$1,218	$0	3
2018 DODGE RAM	05265G	0	0	0	0	0	0	$0	$0	0
2011 Chevrolet Silverado	G83950	84,556	96,208	11,652	922	763	15	$2,053	$0	2
1986 FORD MHV	G36830	0	0	0	0	0	0	$0	$0	0
DEPARTMENT TOTAL		244,692	363,302	118,610	9,449	1,327	-53	$3,525	$0	5
FINANCE										
2011 Chevrolet Tahoe	G82846	109,084	123,437	14,353	1,101	700	20	$1,755	$0	3
DEPARTMENT TOTAL		109,084	123,437	14,353	1,101	700	20	$1,755	$0	3
HR										
2008 Ford Expedition	G73153	169,605	183,183	13,578	1,050	792	17	$2,032	$0	2
DEPARTMENT TOTAL		169,605	183,183	13,578	1,050	792	17	$2,032	$0	2
IT										
2009 Chevrolet Impala	G77532	104,972	115,798	10,826	844	329	33	$824	$0	3
DEPARTMENT TOTAL		104,972	115,798	10,826	844	329	33	$824	$0	3

VEHICLE ACTIVITY REPORT FROM 4/1/2018 TO 5/1/2019

Description	License Plate	Beginning Odometer	Ending Odometer	Miles Traveled	Avg Miles Per Month	Gallons Used	MPG	Cost of Gasoline	Maint. Costs	W.O.s Pending
LCCA										
2012 Dodge Journey	G86923	60,986	70,150	9,164	714	500	18	$1,281	$0	1
2018 Chevrolet Tahoe	04324G	0	0	0	0	0	0	$0	$0	0
DEPARTMENT TOTAL		60,986	70,150	9,164	714	500	9	$1,281	$0	1
LEGAL										
2013 Chevrolet Impala	G86873	62,987	73,487	10,500	810	338	31	$822	$0	2
DEPARTMENT TOTAL		62,987	73,487	10,500	810	338	31	$822	$0	2

VEHICLE ACTIVITY REPORT FROM 4/1/2018 TO 5/1/2019

Description	License Plate	Beginning Odometer	Ending Odometer	Miles Traveled	Avg Miles Per Month	Gallons Used	MPG	Cost of Gasoline	Maint. Costs	W.O.s Pending
MAINTENANCE										
2002 Ford Styleside	G52169(NM)	2,639	2,639	0	0	310	0	$773	$0	0
2001 Dodge Intrepid	G46966	0	0	0	0	0	0	$0	$0	1
2002 Ford F150 4x2	G51643(NM)	0	0	0	0	0	0	$0	$0	0
2005 Chevrolet 1500	G60243(NM)	92,582	92,582	0	0	0	0	$0	$0	1
2007 Chevrolet 1500	G67388(NM)	186,387	190,126	3,739	297	241	16	$639	$0	3
2007 Chevrolet Silverado 1500	G70785(NM)	131,731	137,206	5,475	451	309	18	$799	$0	3
2006 Dodge 1500 Ext Cab	G65171	211,803	214,130	2,327	297	177	13	$503	$0	2
2008 Buick Lucerne	G72502	105,170	109,663	4,493	492	171	26	$381	$0	3
2007 Dodge Ram	G68016(NM)	186,724	188,946	2,222	231	190	12	$484	$0	3
2002 Ford Excursion	G52596	0	0	0	0	0	0	$0	$0	2
2014 Dodge Ram 1500 Ext Cab	G89764	57,154	68,628	11,474	918	688	17	$1,878	$0	2
2015 CHEVY PICKUP CC2	G95856	40,265	63,118	22,853	1,785	1,657	14	$4,234	$0	2
2017 GMC SIERRA 2WD	00619G	13,845	33,755	19,910	1,539	855	23	$2,141	$0	2
1994 Chevrolet Fleet Side	G36833	0	0	0	0	0	0	$0	$0	0
DEPARTMENT TOTAL		1,028,300	1,100,793	72,493	6,010	4,598	10	$11,831	$0	24

VEHICLE ACTIVITY REPORT FROM 4/1/2018 TO 5/1/2019

Description	License Plate	Beginning Odometer	Ending Odometer	Miles Traveled	Avg Miles Per Month	Gallons Used	MPG	Cost of Gasoline	Maint. Costs	W.O.s Pending
MALJAMAR FD										
2012 Chevrolet Silverado	G85364	152,330	14,211	-138,119	-19,362	59	-2,339	$157	$0	0
DEPARTMENT TOTAL		152,330	14,211	-138,119	-19,362	59	-2,339	$157	$0	0
MANAGER										
2011 Ford Expedition	G83806	73,268	74,919	1,651	917	89	18	$241	$0	2
DEPARTMENT TOTAL		73,268	74,919	1,651	917	89	18	$241	$0	2
SHERIFF										
2019 CHEVROLET TAHOE	04351G	0	0	0	0	0	0	$0	$0	0
2019 CHEVROLET TAHOE	04700G	0	0	0	0	0	0	$0	$0	0
DEPARTMENT TOTAL		0	0	0	0	0	0	$0	$0	0
Unassigned										
		0	0	0	0	0	0	$0	$0	0
2006 Ford E35	G90459	123,071	123,968	897	192	86	10	$203	$0	3
2006 Ford E35	G90460(NM)	153,148	154,194	1,046	221	86	12	$211	$0	3
2011 GMC PICKUP	G98774	0	0	0	0	0	0	$0	$0	0
DEPARTMENT TOTAL		276,219	278,162	1,943	413	172	6	$414	$0	6

Discussion of Lea County's Accounts Payable.

Review of April 2019 Accounts Payable / Purchase Register

Checks #	1085575 - 1086064	$ 5,066,234.89
P-Cards	# 19869 - 19984	$70,822.96
Total		$5,137,057.85

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, May 23, 2019

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: May 7, 2019

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	SUBMITTED BY Name/Title/Dept:
05/08/2019	Chip Low - Finance Director
SUBJECT:	**ATTACHMENT(S):**
April 2019 Accounts Payable / Purchase Card Register	1. April 2019 AP/PC Register
NO. OF ORIGINALS FOR SIGNATURE:	**ACTION REQUESTED:**
00 ***Select One** 00 ***Select One** 00 ***Select One**	Discussion Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:

The information in the financial report meets the goals in Section 3.1 on Accountability which is "Lea County is responsible for the public's tax dollars in a fiscally conservative and transparent manner". Performance measures met include 3.1.4.

SUMMARY:

Checks # 1085575 - 1086064		$ 5,066,234.89
P-Cards	# 19869 - 19984	$70,822.96
Total		$5,137,057.85

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.:

Easel ☐ (If checked; how many:) Laptop ☑ Projector ☑ Other:

See Additional Summary Attached ☐

SUBMITTER'S RECOMMENDATION(S):

For review and discussion.

Submitter's Signature
Department Director, Etc.
Henry C Low Jr
Digitally signed by Henry C Low Jr
Date: 2019.05.08 16:19:09 -06'00'

FINANCE REVIEW Fiscal Impact/Cost:

There is no financial impact to Lea County with this agenda item.

Reviewed by Finance Director
Henry C Low Jr
Digitally signed by Henry C Low Jr
Date: 2019.05.08 16:19:39 -06'00'

LEGAL REVIEW:

ByPass Legal Review

(Note: Travel does not need legal review)

Reviewed by County Attorney
ByPass Legal Review
Digitally signed by ByPass Legal Review
Date: 2019.05.22 14:35:23 -06'00'

COUNTY MANAGER REVIEW:

Approved by County Manager
to be Placed on Agenda
Digitally signed by Michael P. Gallagher II
Date: 2019.05.22 14:35:38 -06'00'

Item 0407

RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN

Approved: _____ Denied: _____ Other: Discussion Only
Resolution No. _____ Policy No. _____ Ordinance No. _____
Continued To: _____ Referred To: _____ Comments: _____

County of Lea New Mexico
Accounts Payable Check Register April 2019

Check #	Check Amount	Check Date	Vendor Name	Transaction Description
1085575	$ 12,301.04	04/08/2019	AUTOMATED ELECTION SERVICES	40,000 NOVS FOR 2019 SELF MAILER
1085576	$ 7,000.00	04/08/2019	CITY OF HOBBS	DA'S OFFICE LEASE MARCH 2019
1085577	$ 3,000.00	04/08/2019	DALLAS/FT WORTH AIRPORT BOARD	5-FUEL SPILL BURN AREA HANDLINE
1085578	$ 621.68	04/08/2019	DISCOUNT TIRE	2-NEW TIRES FOR CLEAN UP CREW
1085579	$ 879.89	04/08/2019	AMERICA SUPPLY, LLC	BLANKET FOR ENVIRONMENTAL
1085580	$ 258.98	04/08/2019	SUNGUARD PRECISION LLC	BLACK TOW & STOW 8"MODEL 5"DROP
1085581	$ 212.20	04/08/2019	HOBBS DAILY NEWS-SUN INC	COMMISSION
1085582	$ 105.84	04/08/2019	WAL-ROY INC	COMMISSION
1085583	$ 114.81	04/08/2019	HIGGINBOTHAM-BARTLETT CO NM INC	BLANKET PO FOR ITEMS NEEDED FOR
1085584	$ 22.39	04/08/2019	LOVINGTON AUTO SUPPLY INC	BLANKET PO FOR NAPA. AUTO PARTS
1085585	$ 27,773.84	04/08/2019	COOPERATIVE EDUCATIONAL SERVICES	CES CONT# 16-01B-R1227-6 / LASCO
1085586	$ 208,995.00	04/08/2019	CDR CONSTRUCTION, INC	CONST--NEW GENERAL SERVICES BLDG
1085587	$ 163.02	04/08/2019	ROBERTS INC	BLANKET PO FOR OIL & WASH
1085588	$ 245.67	04/08/2019	AZTEC RENTAL OF HOBBS LLC	MONTHLY SERVICE FEE FOR KNOWLES
1085589	$ 5,267.50	04/08/2019	CERVANTES, KENDRA	2018 LIVESTOCK SALE LOT#79
1085590	$ 2,304.49	04/08/2019	BAJA GRILL	125-CARNIVAL LUNCHES - EST.#135
1085591	$ 1,942.00	04/08/2019	BAIZE, WAYNE	2 SADDLES FOR HORSE SHOW AWARDS
1085592	$ 9,195.99	04/08/2019	RMKM ARCHITECTURE, PC	JUD.COMPLEX ARCH - REIMB TRAVEL
1085593	$ 4,354.51	04/08/2019	PARKHILL SMITH & COOPER INC	LANDFILL PERMIT RENEW & MODIFY,
1085594	$ 339.71	04/08/2019	PARKHILL SMITH & COOPER INC	LANDFILL ENG SERV - 2018
1085595	$ 19,706.91	04/08/2019	CONSTRUCTORS INC	WASTE MATERIAL HAULED SAND
1085596	$ 119.58	04/08/2019	CORNERSTONE COFFEEHOUSE LLC	COMMISSION
1085597	$ 735.24	04/08/2019	AMERIPRIDE SERVICES	LINEN RENTAL FOR EVENTS AT LCEC
1085598	$ 14,671.46	04/08/2019	INTERMOUNTAIN STAFFING LCL INC	EVENT STAFF AND SECURITY FOR
1085599	$ 313.31	04/08/2019	ELLIOTT ELECTRIC SUPPLY INC	19 EXIT LIGHT KITS TO REPLACE
1085600	$ 642.11	04/08/2019	SHARE CORPORATION	RECHARGE KIT TO CLEAR KITCHEN
1085601	$ 295.15	04/08/2019	FARMER BROTHERS COMPANY	COFFEE AND COFFEE SERVICE ITEMS
1085602	$ 673.13	04/08/2019	ZIA NATURAL GAS COMPANY	ACCT# 2109181-01
1085603	$ 57.52	04/08/2019	ZIA NATURAL GAS COMPANY	CUST# 2108380-01
1085604	$ 123.47	04/08/2019	SOUTHWESTERN PUBLIC SERVICE COMP	ACCT# 54-1853312-5
1085605	$ 93.58	04/08/2019	SOUTHWESTERN PUBLIC SERVICE COMP	ACCT# 54-1554334-7
1085606	$ 85.82	04/08/2019	VERIZON WIRELESS	ACCT# 342061239-00002
1085607	$ 95.61	04/08/2019	SOUTHWESTERN PUBLIC SERVICE COMP	ACCT# 54-9312865-5
1085608	$ 1,330.48	04/08/2019	CITY OF HOBBS	UTILITIES/DA'S OFFICE
1085609	$ 107.93	04/08/2019	MESCALERO RIDGE WATER COOP INC	UTILITIES MARCH 2019
1085610	$ 326.91	04/08/2019	CITY OF EUNICE	ACCT# 32395.01
1085611	$ 2,331.64	04/08/2019	SOUTHWESTERN PUBLIC SERVICE COMP	ACCT# 54-1362147-3 MARCH 2019
1085612	$ 355.98	04/08/2019	TRAVELERS	CLAIM: E7C8959
1085613	$ 1,541.65	04/08/2019	TDS	ACCT# 8224 20 004 0210576
1085614	$ 2,998.87	04/08/2019	INSITE TOWERS LLC	LEASE ID: 003090
1085615	$ 114.00	04/08/2019	INSITE TOWERS LLC	LEASE ID# 004759
1085616	$ 93.83	04/08/2019	LEACO RURAL TELEPHONE	ACCT# 00008718-3
1085617	$ 1,719.55	04/08/2019	XEROX CORPORATION	S# BGO-966162
1085618	$ 209.57	04/08/2019	BENCHMARK BUSINESS SOLUTIONS,INC	ACCT# LC25
1085619	$ 130.38	04/08/2019	LEACO RURAL TELEPHONE	ACCT# 00000136-3 MARCH 2019
1085620	$ 651.44	04/08/2019	AUDIE'S COPIER REPAIR	MAINT AGREEMENT
1085628	$ 84.48	04/10/2019	CARLSBAD CURRENT-ARGUS	EDDY-LEA ENERGY ALLIANCE
1085629	$ 76.81	04/10/2019	ALBUQUERQUE PUBLISHING COMPANY	LEGAL AD - ASPHALT EMULSIONS BID
1085630	$ 271.10	04/10/2019	AMERIPRIDE SERVICES	FLOOR MAT CLEANING SERVICE
1085631	$ 1,913.98	04/10/2019	AUDIE'S COPIER REPAIR	FINANCE/MANAGER/HR/PLANNING/
1085632	$ 1,197.00	04/10/2019	BRUCKNER TRUCK SALES INC	CAP HUB - 6
1085633	$ 2,195.00	04/10/2019	BIDDLE CONSULTING GROUP, INC	TEST GENIUS CRITICALL ANNUAL
1085634	$ 845.00	04/10/2019	CAVERN CITY CHILD ADVOCACY CENT	SE NM CRIMES AGAINST CHILDREN
1085635	$ 158.14	04/10/2019	DISH NETWORK	ACCT# 8255 7070 8613 6053

County of Lea New Mexico
Accounts Payable Check Register April 2019

Check #	Check Amount	Check Date	Vendor Name	Transaction Description
1085636	$ 1,749.66	04/10/2019	EMPIRE PAPER CO	4-DETERGENT, 3-BLEACH
1085637	$ 187.49	04/10/2019	FEDERAL EXPRESS CORPORATION	PRIORITY OVERNIGHT TO DAN MORAN
1085638	$ 781.51	04/10/2019	FARMER BROTHERS COMPANY	CREAMERS, COFFEE
1085639	$ 2,767.60	04/10/2019	4 RIVERS EQUIPMENT, LLC	UNIT G3- FUEL INJECTOR
1085640	$ 62.65	04/10/2019	GENERAL WELDING SUPPLY INC	GLOVES, TIP CLEANERS
1085641	$ 19.98	04/10/2019	HIGGINBOTHAM-BARTLETT COMPANY	ROPE YLLW POLY
1085642	$ 6,983.87	04/10/2019	ICS JAIL SUPPLIES INC	50 SEALED MATS
1085643	$ 540.00	04/10/2019	ICE PLUS	2- 5 GAL BOTTLE WATER
1085644	$ 32,729.59	04/10/2019	K W FUELS INC	LUBRIGUARD HI TEMP MOLLY GREASE
1085645	$ 234.00	04/10/2019	LOBO NUT & BOLT INC	BLANKET PO-BOLTS,NUTS,WASHERS,
1085646	$ 3,033.10	04/10/2019	LEA COUNTY PERINATAL PROGRAM	SERVICES FOR AT RISK PREGNANCIES
1085647	$ 558.59	04/10/2019	LL&D, INC	BLANKET PO-COURIER DEP. PICKUP
1085648	$ 13,636.42	04/10/2019	LEA COUNTY ELECTRIC COOP	ACCT# 851
1085649	$ 315.00	04/10/2019	MONUMENT MUTUAL DOMESTIC WATER	UTILITIES MARCH 2019
1085650	$ 11,764.13	04/10/2019	NM EMERGENCY PRODUCTS LLC	UPFIT FOR F250, LIGHTS, SIRENS,
1085651	$ 979.75	04/10/2019	NM GAS COMPANY INC	ACCT# 075121312-0775338-5
1085652	$ 534.06	04/10/2019	575 DESIGNZ LLC	(200) AUTISM PATCH 6" STICKERS
1085653	$ 281.40	04/10/2019	PITNEY BOWES INC	ACCT# 0015267439
1085654	$ 448.61	04/10/2019	PRECISION TUNE-UP	SCAN COMP SYS, REMOVE AND CLEAN
1085655	$ 791.77	04/10/2019	PORTER LEE CORPORATION	QUOTE 6904
1085656	$ 17,976.30	04/10/2019	SOUTHWESTERN PUBLIC SERVICE COMP	ACCT# 54-1306035-0
1085657	$ 183.55	04/10/2019	WINDSTREAM	ACCT# 100912151
1085658	$ 111.18	04/10/2019	WINDSTREAM	ACCT# 101056635
1085659	$ 517.50	04/10/2019	WINDSTREAM	ACCT 100220015
1085660	$ 122.08	04/10/2019	WINDSTREAM	ACCT# 101078116
1085661	$ 55.48	04/10/2019	WINDSTREAM	ACCT# 100738250
1085662	$ 55.33	04/10/2019	WINDSTREAM	ACCT# 100824550
1085663	$ 42.35	04/10/2019	WINDSTREAM	ACCT# 100227373
1085664	$ 201.66	04/10/2019	WINDSTREAM	ACCT# 100919084
1085665	$ 472.85	04/10/2019	WINDSTREAM	ACCT# 100945613
1085666	$ 4,568.92	04/10/2019	ZIA NATURAL GAS COMPANY	CUST# 2103743-00
1085667	$ 8,578.49	04/10/2019	GUIDANCE CENTER OF LEA COUNTY	PROFESSIONAL SERVICES RENDERED
1085668	$ 11,250.00	04/10/2019	OPTION INC	PROFESSIONAL SERVICES RENDERED
1085669	$ 12,500.00	04/10/2019	OPPORTUNITY HOUSE	PROFESSIONAL SERVICES PROVIDED
1085670	$ 21,875.00	04/10/2019	TOWN OF TATUM	2018-19 MULTIPLE SERVICES
1085671	$ 178.20	04/10/2019	SENIORS STANDING STRONG	EXECUTIVE
1085672	$ 260.25	04/10/2019	MODRALL SPERLING ROEHL HARRIS &	LEGAL
1085673	$ 823.16	04/10/2019	VERIZON WIRELESS	ACCT 842219948-00001
1085674	$ 52.71	04/10/2019	YUCCA TELECOM	ACCT# 1607
1085675	$ 325.00	04/10/2019	PUBLIC AGENCY TRAINING COUNCIL	HIDDEN COMPARTMENTS & OTHER
1085676	$ 12,603.97	04/10/2019	KLEIN AUTOMATION & ELECTRIC INC	VIDEO SERVER REPLACEMENT
1085677	$ 819.32	04/10/2019	TESKE, DAVID C & CARRIE N	DISPATCH/CALL CENTER RENOVATIONS
1085678	$ 12,475.00	04/10/2019	TRANSCEND TACTICAL	1 - VANTAGE TACTICAL ROBOT INCL
1085679	$ 93.67	04/10/2019	DIRECTV LLC	ACCT# 007920019
1085680	$ 519.14	04/10/2019	4IMPRINT	UNIFORMS - JACKETS (12)
1085681	$ 750.00	04/10/2019	ADE INC	BLANKET PO FOR MISD REC/NEEDS
1085682	$ 267.03	04/10/2019	ANOTHER BROTHERS AUTO GLASS LLC	2016 FORD F150 WINDSHIELD RPR
1085683	$ 414.00	04/10/2019	SAVANT LEARNING SYS	ANNUAL FEE FOR TRAINING COURSES
1085684	$ 176.85	04/10/2019	DFL ENTERPRISES INC	CLIENT SIGN IN SHEETS (3 PK)
1085685	$ 153.35	04/10/2019	LEA COUNTY TREASURER	CARD PROCESSING FEES MARCH 2019
1085686	$ 58,989.51	04/10/2019	COOPERATIVE EDUCATIONAL SERVICES	CES# 18-020B-C102-ALL
1085687	$ 16,003.33	04/10/2019	MANION STIGGER, LLP	PROFESSIONAL SERVICES RENDERED
1085688	$ 36.75	04/10/2019	CITY OF JAL	ACCT# 4052100.01
1085689	$ 41,738.82	04/10/2019	COOPERATIVE EDUCATIONAL SERVICES	COMPLETE HVAC AUTOMATION @ LCEC=

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Check #	Check Amount	Check Date	Vendor Name	Transaction Description
1085690	$ 2,454.37	04/10/2019	COOPERATIVE EDUCATIONAL SERVICES	ENG SERV - SPECIAL INSPECTIONS &
1085691	$ 4,369.84	04/10/2019	COOPERATIVE EDUCATIONAL SERVICES	HVAC COMMISSIONING SERVICES -
1085692	$ 221.56	04/11/2019	APACHE SALES INC	HERBICIDE, GLOVES, PAINT, KIT,
1085693	$ 3,134.69	04/11/2019	AMERICA SUPPLY, LLC	ZIPLOC BAGS, GLOVES, FLASHLIGHT
1085694	$ 372.56	04/11/2019	AZTEC RENTAL OF HOBBS LLC	PORTABLE RESTROOM RENTAL-HESTER
1085695	$ 107.12	04/11/2019	ADVANCE STORES COMPANY INC	TAIL LIGHT AS
1085696	$ 162.31	04/11/2019	BARRON SERVICE PARTS	HEATER CORE, MOTOR OIL
1085697	$ 2,112.00	04/11/2019	BORDER STATES LAWN & PEST CONTR	PRE EMERGENT APPLICATION
1085698	$ 146.94	04/11/2019	BLAINE INDUSTRIAL SUPPLY INC	ALL OFF CONCRETE CLNR 30#
1085699	$ 2,110.00	04/11/2019	BOYD BROTHERS INC	INSTALL OAK TREE AT FAIRGROUNDS
1085700	$ 905.19	04/11/2019	BRYAN SWISHER PHOTOGRAPHY	COMMISSION EXECUTIVE
1085701	$ 120,709.13	04/11/2019	CAMINO REAL ENVIRONMENTAL	8641.71 TONS MARCH 2019
1085702	$ 185.00	04/11/2019	CASCO INDUSTRIES INC	GOGGLES (5)
1085703	$ 827.15	04/11/2019	CED	LIGHT TO REPLACE BROKEN FG LIGHT
1085704	$ 500.00	04/11/2019	CAROLINA SOFTWARE, INC	WASTEWORKS SOFTWARE SUPPORT
1085705	$ 469.36	04/11/2019	FORREST TIRE COMPANY INC	1 - MICH DEFENDER LTXMS
1085706	$ 26,866.13	04/11/2019	G & G ROOFING INC	ROOF REPAIRS PERIMETER YUCCA
1085707	$ 1,126.13	04/11/2019	GWC CONSTRUCTION INC	MOVE CRATES AT PURCELL
1085708	$ 696.75	04/11/2019	HIGGINBOTHAM-BARTLETT CO NM INC	COUPLE/ELBOWS, PIPE PVC, NIPPLE
1085709	$ 27,549.88	04/11/2019	INTERMOUNTAIN STAFFING LCL INC	LEA COUNTY AIRPORT/FIRE STATION
1085710	$ 100.00	04/11/2019	LEADERSHIP NEW MEXICO	MEMBERSHIP DUES FOR 2019
1085711	$ 1,930.80	04/11/2019	LEACO RURAL TELEPHONE	ACCT# 00062220-6 APR 2019
1085712	$ 3,271.43	04/11/2019	MASTER PLUMBERS	REPAIR LEAKING TOILETS IN ZIA
1085713	$ 2,605.42	04/11/2019	NUECES FARM CENTER INC	BACKHOE MAINTENANCE, CHANGED
1085714	$ 173.92	04/11/2019	ORKIN - ODESSA, TX	STANDARD QUARTERLY SERVICE FOR
1085715	$ 1,424.50	04/11/2019	P & D PETROLEUM WHOLESALE	518 GALLONS OF DIESEL FOR
1085716	$ 1,165.83	04/11/2019	SEWCO INC	ACCT B5108
1085717	$ 0.58	04/11/2019	TAXATION & REVENUE DEPARTMENT	WATER CONSERVATION FEE
1085718	$ 168.00	04/12/2019	BURKE, PATRICK	CRISIS INTERVENTION TRAINING
1085719	$ 10,500.00	04/12/2019	CASA OF LEA COUNTY	PROFESSIONAL SERVICES RENDERED
1085720	$ 6,168.77	04/12/2019	COOPERATIVE EDUCATIONAL SERVICES	TEMP LABOR ROAD DEPT
1085721	$ 54,450.66	04/12/2019	COOPERATIVE EDUCATIONAL SERVICES	KNOWLES FROM COLLEGE TO KANSAS:
1085722	$ 48,432.09	04/12/2019	ERGON ASPHALT & EMULSIONS, INC	BID#3-(18-19)HFE100P ASHP EMULS
1085723	$ 206.04	04/12/2019	HOBBS DAILY NEWS-SUN INC	LEGAL NOTICES
1085724	$ 47.60	04/12/2019	PUGH, HOWELL R	8-5 GALLON BOTTLE RO WATER FOR
1085725	$ 22.00	04/12/2019	LOVINGTON AUTO SUPPLY INC	DIESEL EXHAUST FLUID
1085726	$ 65,116.71	04/12/2019	LASCO CONSTRUCTION INC	LC REG AIRPORT - TERMINAL EXPANS
1085727	$ 1,094.10	04/12/2019	NOR-LEA HOSPITAL DISTRICT	ACCT#10302501
1085728	$ 472.00	04/12/2019	CITY OF NORTH RICHLAND HILLS	SSA CERTIFICATION SPLILLMAN
1085729	$ 40.05	04/12/2019	PROFESSIONAL COMMUNICATIONS	RADIO REPAIR, REPLACED FUSE
1085730	$ 55.00	04/12/2019	POINTER, BRIAN W	LCFRB APRIL MEETING ATTENDANCE
1085731	$ 55.00	04/12/2019	ALLEN KRIS	LCFRB APRIL MEETING ATTENDANCE
1085732	$ 55.00	04/12/2019	PIERCE, TYSON	LCFRB APRIL MEETING ATTENDANCE
1085733	$ 55.00	04/12/2019	CRISWELL TERRY	LCFRB APRIL MEETING ATTENDANCE
1085734	$ 55.00	04/12/2019	KERBY TREYSON	LCFRB APRIL MEETING ATTENDANCE
1085735	$ 55.00	04/12/2019	WHEELER LARRY	LCFRB APRIL MEETING ATTENDANCE
1085736	$ 2,173.68	04/12/2019	COMNET CONSULTING INC	SOPHOS SG230 LICENSE RENEWAL
1085737	$ 1,300.88	04/12/2019	RICOH USA INC	CONTR# 3771704
1085738	$ 147.81	04/12/2019	LEA COUNTY SOLID WASTE AUTHORITY	ACCT# 001030
1085739	$ 13,925.78	04/12/2019	SUMMIT FOOD SERVICES MGT. LLC	INMATE MEALS MARCH 2019
1085740	$ 139.16	04/12/2019	STERICYCLE INC	BIO HAZARD WASTE
1085741	$ 17,331.35	04/12/2019	LEA COUNTY SOLID WASTE AUTHORITY	MALJAMAR TRANSFER
1085742	$ 151.00	04/12/2019	TRANSUNION RISK & ALTERNATIVE	ACCT ID: 424646
1085743	$ 829.10	04/12/2019	EMBLEM'S INC	(500) AUTISM AWARENESS - LEA

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1085744	$ 1,980.98	04/12/2019	TRIADIC ENTERPRISES INC	CONTRACT CHARGES JUNE 2018
1085745	$ 63.28	04/12/2019	THIRTEEN TWENTY LLC	TRANSMISSION FLUID
1085746	$ 16,789.62	04/12/2019	TOWN OF TATUM	REIMBURSE TOWN OF TATUM PER
1085747	$ 390.06	04/12/2019	UNIFIRST CORPORATION	MATS,MOPS
1085748	$ 8,026.76	04/12/2019	USDA/APHIS/WS	PERSONNEL COMPENSATION
1085749	$ 194.18	04/12/2019	VENTANAS COMPUTER SYSTEMS, INC	REMOTE SUPPORT-EXCHANGE 2016
1085750	$ 640.90	04/12/2019	WINDSTREAM	ACCT# 101020108
1085751	$ 28,669.38	04/12/2019	WASTE MANAGEMENT OF NEW MEXICO	ACCT# 2-40544-54004
1085752	$ 331.94	04/12/2019	WATSON TRUCK & SUPPLY INC	GAUGE, FUEL SENDER, PUMP ASM
1085753	$ 12.32	04/12/2019	WAGNER EQUIPMENT CO	GASKET, PUMP
1085754	$ 533.46	04/12/2019	W D ENTERPRISES INC	FLEET BATTERIES
1085755	$ 618.23	04/12/2019	WATER PROCESSING	RENT-REVERSE OSMOSIS-COMM.-200
1085756	$ 200.22	04/12/2019	WARREN ELECTRIC, LLC	WORK ON HOBBS AIRPORT GATE
1085757	$ 110.00	04/12/2019	ARNOLD MICHAEL	LCPZ ADVISORY MEETING 3/11/19
1085758	$ 110.00	04/12/2019	JOHNCOX, DANIEL	LEA CO PLANNING/ZONING BOARD
1085759	$ 110.00	04/12/2019	HOPPER, JOHNNIE A	2018 PZ BOARD MEETING
1085760	$ 110.00	04/12/2019	HARDIN, LADONNA KAY	PZ BOARD MEETINGS
1085761	$ 110.00	04/12/2019	KESNER, GUY	2019 PZ BOARD MEETING
1085762	$ 55.00	04/12/2019	DICKIE WALL	PZ BOARD MEETING
1085763	$ 110.00	04/12/2019	FLEMENS VIVIAN	ROAD ADV BOARD COMM MEETING
1085764	$ 55.00	04/12/2019	SHOOBRIDGE, CYNTHIA C	ROAD ADV COMMITTEE MEETING
1085765	$ 55.00	04/12/2019	BATEMAN, MARK	ROAD ADVIS COMMITTEE MEETING
1085766	$ 55.00	04/12/2019	PARKS T J	ROAD ADV COMMITTEE MEETING
1085767	$ 55.00	04/12/2019	WOODY BRAD	ROAD ADV COMMITTEE MEETING
1085768	$ 55.00	04/12/2019	JOHNSTON KYLE	ROAD ADV COMMITTEE MEETING
1085769	$ 55.00	04/12/2019	SMITH, JAMES	ROAD ADVIS COMMITTEE MEETING
1085770	$ 55.00	04/12/2019	PETTIGREW, RANDALL THOMAS	ROAD ADVIS COMMITTEE MEETING
1085771	$ 55.00	04/12/2019	FABELA EDDIE	FIRE CHIEF ADVISORY BOARD MEETIN
1085772	$ 55.00	04/12/2019	LORD, TODD	LEA CO ENVIR SERV ADV COMM.
1085773	$ 55.00	04/12/2019	JIRON, DAVID	LEA CO ENVIR SERV ADV COMM
1085774	$ 55.00	04/12/2019	WHITEHEAD, HOPE L KEITH	LEA CO ENVIR SERV ADV COMM
1085775	$ 55.00	04/12/2019	RENDON TELESFORO	LEA CO ENVIR SER ADV COMM
1085776	$ 55.00	04/12/2019	SOLOMON, JUSTIN N	FIRE CHIEF ADVIS BOARD MEETING
1085777	$ 55.00	04/12/2019	LIZARDO, TERRANCE	FIRE CHIEF ADVIS BOARD MEETING
1085778	$ 55.00	04/12/2019	YOUNG BARRY	FIRE CHIEF ADV BOARD MEETING
1085779	$ 55.00	04/12/2019	SINGLETON, MICHAEL	FIRE CHIEF ADVIS BOARD MEETING
1085780	$ 55.00	04/12/2019	HUDSON, CODY	ENV SERV ADVISORY BOARD
1085781	$ 55.00	04/12/2019	PORTER, DAVID	LEA CO ENVIR SERV ADV COMM
1085782	$ 27,703.34	04/12/2019	PORTABLE MICROGRAPHICS, INC	627,399 PAGES X .04 PER PAGE
1085783	$ 104,177.89	04/12/2019	CONSTRUCTORS INC	8510 TONS AGGREGATE - 18 CAP ST
1085784	$ 37,126.97	04/12/2019	WEX BANK	ACCT# 0432-00-388144-8
1085785	$ 2,222.33	04/12/2019	TASCOSA OFFICE MACHINES	INKCART, STAPLES, PAPER, INDX
1085787	$ 216.69	04/16/2019	WINDSTREAM	ACCT# 100212368
1085788	$ 48.40	04/16/2019	ZIA NATURAL GAS COMPANY	CUST# 2105608-00
1085789	$ 181.53	04/16/2019	TDS	ACCT# 8224 20 004 0132168
1085791	$ 161.15	04/16/2019	O & S QUIK CHANGE, INC	OIL CHANGE, WASH 2015 TUNDRA
1085792	$ 117.31	04/16/2019	O & S QUIK CHANGE, INC	OIL CHANGE, WASH 2018 FORD F150
1085793	$ 26,992.54	04/16/2019	EDDY COUNTY DRUG TASK FORCE	G18SN0017A, RFP#8
1085794	$ 658.36	04/16/2019	CITY OF ALAMOGORDO	G18SN0017A, RFP#8
1085795	$ 6,011.66	04/16/2019	COUNTY OF LINCOLN	G18SN0017A, RFP#8
1085796	$ 5,571.15	04/16/2019	CITY OF ROSWELL	G18SN0017A, RFP#8
1085797	$ 11,674.70	04/16/2019	EDDY COUNTY DRUG TASK FORCE	G18SN0017A,RFP#8
1085798	$ 72,000.00	04/16/2019	CDR CONSTRUCTION, INC	CONST--NEW GENERAL SERVICES BLDG
1085799	$ 7,439.80	04/16/2019	ADORAMA	ORDER# 22259834-1

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1085800	$ 1,170.50	04/16/2019	COMNET CONSULTING INC	ACCT: LEA COUNTY
1085801	$ 12,127.41	04/16/2019	CITY OF JAL	REIMBURSEMENT FOR WASTE MANAGE.
1085802	$ 34,825.67	04/16/2019	COOPERATIVE EDUCATIONAL SERVICES	COURTHOUSE - LOVINGTON
1085803	$ 11,254.81	04/16/2019	COOPERATIVE EDUCATIONAL SERVICES	STOCK PEN AREA-ADD 1 50' POLE W/
1085804	$ 39,847.42	04/16/2019	COOPERATIVE EDUCATIONAL SERVICES	BASE BID-SECURITY ACCESS CONTROL
1085805	$ 24,569.90	04/16/2019	COOPERATIVE EDUCATIONAL SERVICES	LIGHTING FOR FAIRGROUNDS BLDGS
1085806	$ 50,261.64	04/16/2019	COOPERATIVE EDUCATIONAL SERVICES	ELECT WORK TO RELOCATE UNDER-
1085807	$ 625.00	04/16/2019	EMBLEM'S INC	(500) AUTISM AWARENESS - LEA
1085808	$ 1,408.34	04/16/2019	FORREST TIRE COMPANY INC	SENSOR AND VALVE STEM,FLAT REPAI
1085809	$ 3,102.00	04/16/2019	ICS JAIL SUPPLIES INC	50 SEALED MATS, NITRILE GLOVES
1085810	$ 675.50	04/16/2019	LIBERTY MARKETING COMPANY	COMMISSION
1085811	$ 3,055.50	04/16/2019	LEAPERS INC	(90) UTG 400 LUMEN COMAT LED
1085812	$ 53.28	04/16/2019	LEA COUNTY TREASURER	MARCH BANK SERVICE CHARGES
1085813	$ 2,085.92	04/16/2019	LEACO RURAL TELEPHONE	NEW FIBER CABLING TO JUDICIAL
1085814	$ 798.60	04/16/2019	LOVINGTON AUTO SUPPLY INC	BATTERY, EXTENSION CORD
1085815	$ 1,555.85	04/16/2019	MICROSOFT CORPORATION	ONLINE SERVICES
1085816	$ 42.90	04/16/2019	M & R TIRE & SERVICE, LLC	FLAT REPAIR UNIT L13
1085817	$ 4,930.10	04/16/2019	MONTGOMERY & ANDREWS, PA	PROFESSIONAL SERVICES RENDERED
1085818	$ 376.45	04/16/2019	MURDOCK YORK TIRE COMPANY INC	(2) TIRES, DISPOSAL FEE
1085819	$ 2,431.95	04/16/2019	NM GAS COMPANY INC	ACCT# 115608345-1248848-1
1085820	$ 95.14	04/16/2019	GEOTEL CORPORATION	LEA COUNTY WATER USERS ASSOC
1085821	$ 1,139.67	04/16/2019	O & S QUIK CHANGE, INC	OIL CHANGE, AIR FILTER
1085822	$ 3,289.34	04/16/2019	PARKHILL SMITH & COOPER INC	LANDFILL ENG SERV - 2018
1085823	$ 501.35	04/16/2019	PRECISION TUNE-UP	FRONT/REAR PADS UNIT L11
1085824	$ 18,979.32	04/16/2019	PROFESSIONAL DOCUMENT SYSTEMS	MAINTENANCE 04/19/19 TO 04/18/20
1085825	$ 736.00	04/16/2019	PECOS VALLEY OF NM, LLC	PAT ACCT# 1253136V1739
1085826	$ 3,800.00	04/16/2019	PROFESSIONAL COMMUNICATIONS	ETHERNET LINK HOBBS/JAL WEST
1085827	$ 466.84	04/16/2019	RICOH USA INC	CUST# 13691953
1085828	$ 1,291.42	04/16/2019	ROBERTS OIL & LUBE	OIL CHANGE UNIT T3
1085829	$ 70.00	04/16/2019	REID INSURANCE GROUP, INC	NOTARY BEAUCHAMP EXP 05/23
1085830	$ 3,973.76	04/16/2019	SOUTHERN COMPUTER WAREHOUSE INC	QUOTE# 100168143
1085831	$ 75,092.00	04/16/2019	DON CHALMERS FORD	(2) FORD F250 TRUCKS STX 4X4
1085832	$ 450.56	04/16/2019	SOUTHWESTERN PUBLIC SERVICE COMP	ACCT# 54-9476516-9
1085833	$ 385.00	04/16/2019	TECHNICON TRAINING & CONS SER	40 HRS TRAINING -1ST LINE SUPER-
1085834	$ 464.20	04/16/2019	TRINITY OILFIELD SERVICES &	PATCH 5 HOLES ON TOP OF HOT WATE
1085835	$ 146,152.20	04/16/2019	RAMIREZ & SONS, INC	LEGION/DELAWARE BASIN INTERSECTN
1085836	$ 392.24	04/16/2019	WINDSTREAM	ACCT# 100884054
1085837	$ 472.52	04/16/2019	WINDSTREAM	ACCT# 100635954
1085838	$ 143.14	04/16/2019	WINDSTREAM	ACCT# 101035209
1085839	$ 112.80	04/16/2019	GEOTEL CORPORATION	LEA COUNTY WATER USERS ASSOC.
1085840	$ 200.00	04/16/2019	EUNICE CHAMBER OF COMMERCE	COMMISSION
1085886	$ 171.86	04/18/2019	APACHE SALES INC	SPRAYER, BOTTLE HYD 8 TON
1085887	$ 3,163.78	04/18/2019	AMERICAN MEDICAL GROUP, INC	INMATE CARE/PRENATAL
1085888	$ 526.90	04/18/2019	AMERIPRIDE SERVICES	LINEN RENTAL FOR EVENTS AT LCEC
1085889	$ 5,382.32	04/18/2019	BRUCKNER TRUCK SALES INC	UNIT 1-POWER DIVIDER REPAIRS
1085890	$ 27.97	04/18/2019	BARRON SERVICE PARTS	SLIME TIRE SEALANT, BARS LEAK
1085891	$ 42.67	04/18/2019	CITY AUTO GLASS INC	WINDSHIELD REPAIR ROCK CHIP
1085892	$ 999,343.15	04/18/2019	COOPERATIVE EDUCATIONAL SERVICES	NADINE WIDENING & RECONSTRUCTION
1085893	$ 299,816.14	04/18/2019	COOPERATIVE EDUCATIONAL SERVICES	KNOWLES RD-FR KANSAS TO ALABAMA-
1085894	$ 3,382.86	04/18/2019	COOPERATIVE EDUCATIONAL SERVICES	TEMP LABOR ROAD DEPT
1085895	$ 8,907.40	04/18/2019	COOPERATIVE EDUCATIONAL SERVICES	REMOVE/REPLACE PETTING STRUCTURE
1085896	$ 43,707.40	04/18/2019	COOPERATIVE EDUCATIONAL SERVICES	REMOVE/REPLACE PETTING STRUCTURE
1085897	$ 7,999.76	04/18/2019	COOKS CORRECTIONAL	20 QT MIXER, TRAY DRYING RACK
1085898	$ 500.00	04/18/2019	CRUZ OLIVIA	REFUND DEPOSIT FOR CANCELLED

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1085899	$ 1,881.25	04/18/2019	DAKTRONICS	REPLACE NONWORKING MODULES ON
1085900	$ 17,550.00	04/18/2019	ECONOMIC DEV CORP OF LEA COUNTY	LEA COUNTY CONTRACT 2018-2019
1085901	$ 513.21	04/18/2019	4 RIVERS EQUIPMENT, LLC	SWITCH KEY, DOOR KEYS CAB
1085902	$ 5,952.73	04/18/2019	PARKHILL SMITH & COOPER INC	LANDFILL PERMIT RENEW & MODIFY,
1085903	$ 17.00	04/18/2019	GENERAL WELDING SUPPLY INC	OXY & ACET CYLINDER RENTAL
1085904	$ 123.15	04/18/2019	HOBBS DAILY NEWS-SUN INC	LCFRB MEETING LEGAL NOTICE
1085905	$ 2,909.04	04/18/2019	INTERMOUNTAIN STAFFING LCL INC	TEMP LABOR EVENT CENTER
1085906	$ 217.26	04/18/2019	LOWE'S HOME CENTERS INC	ACCT: 9800 424067 1
1085907	$ 6,250.00	04/18/2019	LOVINGTON ECONOMIC DEVELOPMENT	3RD QTR FUNDING FY 2018-19
1085908	$ 22.52	04/18/2019	LOVINGTON TIRE SERVICE INC	FLAT REPAIR-WATER TRK INV#51599
1085909	$ 12,500.00	04/18/2019	LOVINGTON MAINSTREET	PROFESSIONAL SERVICES RENDERED
1085910	$ 70.56	04/18/2019	WAL-ROY INC	COMMISSION
1085911	$ 271.68	04/18/2019	MC COOL'S AIR TECH	FREON, OIL CHARGE , CHECK AC
1085912	$ 4,000.00	04/18/2019	MANNA OUTREACH	PROFESSIONAL SERVICES RENDERED
1085913	$ 123.49	04/18/2019	NORTHERN SAFETY COMPANY, INC.	24 PAIR SAFETY GLOVES - LARGE
1085914	$ 25,750.00	04/18/2019	NM STATE UNIVERSITY	PROFESSIONAL SERVICES RENDERED
1085915	$ 4,904.73	04/18/2019	PARTS PLUS	AIR ELEMENTS, LUBE, FUEL FILTERS
1085916	$ 208.99	04/18/2019	PITNEY BOWES BANK INC	ACCT# 8000-9000-0175-4690
1085917	$ 1,116.85	04/18/2019	PC AUTOMATED CONTROLS, INC	CONTR# C0041
1085918	$ 65.00	04/18/2019	SUNGUARD PRECISION LLC	WINDOW TINT 2018 TAHOE
1085919	$ 119.19	04/18/2019	SOUTHWESTERN TRAILER EQUIPMENT	LANDING LEG CRANK, 7 WAY RV PLUG
1085920	$ 544.00	04/18/2019	SUPERIOR PRINTING SERVICE INC	RECEIPTS FOR BONDS & FINES
1085921	$ 500.00	04/18/2019	SBA TOWERS II LLC	CUST# NM11964-A-03
1085922	$ 944.06	04/18/2019	JOHN DEERE FINANCIAL	RING,BEARING, SCREWS,POWERSHAFT
1085923	$ 1,104.33	04/18/2019	SOUTH PLAINS IMPLEMENT	REPAIRS ON 2016 JOHN DEERE 6130M
1085924	$ 40,074.61	04/18/2019	SUMMIT FOOD SERVICES MGT. LLC	INMATE MEALS APRIL 2019
1085925	$ 1,608.42	04/18/2019	TASCOSA OFFICE MACHINES	ACCT# HB0045
1085926	$ 36,915.72	04/18/2019	PCMG, INC.	OFFICE STANDARD 2019 OLP GOV
1085927	$ 7,992.00	04/18/2019	ROBINSON AVIATION (RVA), INC	ATC SERVICES MARCH 2019
1085928	$ 701.76	04/18/2019	TAYLOR'S WEED & PEST CONTROL	WEED, INSECT CONTROL
1085929	$ 1,423.30	04/18/2019	TAXATION & REVENUE DEPARTMENT	WORKER COMPENSATION FEE
1085930	$ 4,154.82	04/18/2019	THIRTEEN TWENTY LLC	UNIT 41 REPAIRS - GASKETS, SEALS
1085931	$ 809.38	04/18/2019	THOMSON REUTERS	WEST INFORMATION CHARGES
1085932	$ 77.74	04/18/2019	WAGNER EQUIPMENT CO	GASKET, GASKET COVER, SEAL-OIL
1085933	$ 1,191.95	04/18/2019	WASTE MANAGEMENT OF NEW MEXICO	ACCT# 2-13319-84008
1085934	$ 6,250.00	04/18/2019	WHI HOBBS	WEEKEND BACKPACK PROGRAM
1085935	$ 1,500.00	04/18/2019	WEST SAFETY SERVICES, INC	MAPSAG ANNUAL SUPPORT AND MAINT
1085936	$ 399.90	04/18/2019	W D ENTERPRISES INC	FLEET BATTERIES L-63
1085937	$ 17,066.65	04/18/2019	TAXATION & REVENUE DEPARTMENT	GROSS RECEIPTS MARCH 2019
1085938	$ 14.16	04/18/2019	ZIA NATURAL GAS COMPANY	CUST# 2104606-00
1085939	$ 34,295.02	04/18/2019	ERGON ASPHALT & EMULSIONS, INC	BID#3-(18-19)HFE100P ASHP EMULS
1085940	$ 25.00	04/18/2019	NMAC TREASURERS AFFILIATE	NMAC TREASURERS AFFILIATE ANNUAL
1085941	$ 700.87	04/18/2019	SEWCO INC	BLACK TONER
1085942	$ 38,084.00	04/18/2019	MELLOY CHEVROLET	2019 CHEVROLET TAHOE 4X4
1085943	$ 225.00	04/22/2019	AWESOME GRAPHICS LLC	UNIFORMS - LOGO SET UP DESIGNS
1085944	$ 464.34	04/22/2019	ALCOHOL MONITORING SYSTEMS INC	ELECTRONIC MONITORING FEE
1085945	$ 16,460.82	04/22/2019	COOPERATIVE EDUCATIONAL SERVICES	HVAC DDC SYST / RMKM ARCH PLANS,
1085946	$ 225,000.00	04/22/2019	CITY OF LOVINGTON	JOINT POWERS AGREEMENT
1085947	$ 51,188.88	04/22/2019	CONSTRUCTORS INC	8510 TONS AGGREGATE - 18 CAP ST
1085948	$ 68,750.00	04/22/2019	ECONOMIC DEVELOPMENT CORP LEA CO	LEA COUNTY CONTRACT 2018-19
1085949	$ 3,217.50	04/22/2019	GWC CONSTRUCTION INC	REMOVE ASBESTOS AT LVT HEALTH
1085950	$ 14,920.62	04/22/2019	G & G ROOFING INC	ROOF REPAIRS AT LVT HEALTH CLINI
1085951	$ 74,341.20	04/22/2019	NOR-LEA HOSPITAL DISTRICT	MEDICAL SERVICES PROVIDED TO
1085952	$ 1,931.85	04/22/2019	PCMG, INC.	ENTERPRISE LINUX SERVER 3 YEAR

County of Lea New Mexico
Accounts Payable Check Register April 2019

Check #	Check Amount	Check Date	Vendor Name	Transaction Description
1085953	$ 1,234.20	04/22/2019	SHERWIN WILLIAMS INC	PAINT, HEALTH CENTER
1085954	$ 2,500.00	04/22/2019	SALVATION ARMY HOBBS CORP	3RD QTR FY 2018-19
1085955	$ 3,104.71	04/22/2019	TOWN OF TATUM	WASTE HAULING FOR TATUM CONVEN
1085956	$ 69.00	04/22/2019	VITAL RECORDS, HOLDINGS, LLC	MONTHLY DOCEMENT SHREDDING
1085957	$ 64.41	04/22/2019	WINDSTREAM	ACCT 101078010
1085958	$ 2,901.58	04/22/2019	WAGNER EQUIPMENT CO	PERFORM 250 SVC MAINT (PM1)
1085959	$ 219.94	04/22/2019	SOUTHWESTERN PUBLIC SERVICE COMP	ACCT# 54-1306035-0 AREA LIGHT
1085960	$ 498.01	04/22/2019	LEA COUNTY TREASURER	BANK CARD FEES MARCH 2019
1085968	$ 913.48	04/24/2019	COMPUSYS, INC	COBRA ADMINISRATION FEES
1085969	$ 6,393.23	04/24/2019	CITY OF LOVINGTON	UTILITIES 2/28/19-3/30/19
1085970	$ 33.38	04/24/2019	CITY OF LOVINGTON	ACCT 02-02100-00
1085971	$ 1,136.00	04/24/2019	EMPIRE PAPER CO	10 CASES LED LIGHT BULBS
1085972	$ 867.68	04/24/2019	HOBBS DAILY NEWS-SUN INC	LEGAL NOTICE FOR APRIL 24TH MTG
1085973	$ 3,412.66	04/24/2019	AMERICAN MEDICAL GROUP, INC	DRUG/ALCOHOL EMPLOYEE SCREENS
1085974	$ 426.78	04/24/2019	WAL-ROY INC	LEGAL NOTICES FOR LCCA MEETING
1085975	$ 452.63	04/24/2019	LEA COUNTY ELECTRIC COOP	ACCT# 35387
1085976	$ 3,297.80	04/24/2019	LEA COUNTY PERINATAL PROGRAM	SERVICES FOR AT RISK PREGNANCIES
1085977	$ 370.00	04/24/2019	NM LIVESTOCK BOARD	3 YEAR REGISTRATION
1085978	$ 347.14	04/24/2019	NOALMARK BROADCASTING CORP-HOBBS	RECRUITMENT ADVERTISING
1085979	$ 1,681.89	04/24/2019	SEWCO INC	PENCILS, LAMINATING POUCHES,
1085980	$ 32.40	04/24/2019	SMARTE CARTE, INC	WHEELCHAIR ACCESS/RENTAL
1085981	$ 969.05	04/24/2019	TOWN OF TATUM	REIMBURSE PER INFRASTRUCTURE
1085982	$ 1,311.18	04/24/2019	TOTAL MAINTENANCE SOLUTIONS	PLUMBING SUPPLIES
1085983	$ 254.77	04/24/2019	TASCOSA OFFICE MACHINES	ACCT# HB1877
1085984	$ 1,016.90	04/24/2019	TRIADIC ENTERPRISES INC	W2'S/1099'S/1095'S
1085985	$ 534.06	04/24/2019	WATTS, ROBERT L	PREEMPLOYMENT POLY
1085986	$ 2,640.05	04/24/2019	ARMAND ADVERTISING	(10) ROLLS BADGE STICKERS
1085987	$ 800.00	04/24/2019	YAYA'S LASER ENGRAVING	(5) 20 OZ BLK TUMBLER LCSO LOGO,
1085988	$ 1,665.25	04/24/2019	AWESOME GRAPHICS LLC	POLO SHIRTS
1085989	$ 515.00	04/24/2019	HOBBS ROTARY CLUB	2019 FIRST QTR DUES
1085990	$ 7,168.57	04/24/2019	KLEIN AUTOMATION & ELECTRIC INC	ESTIMATE 44862
1085991	$ 2,502.50	04/24/2019	PRO FORCE LAW ENFORCEMENT	(100) RDS L40SW3-1000-DS REM
1085992	$ 539.94	04/24/2019	PRECISION TUNE-UP	CHECK BRAKES, FRONT PADS,ROTOR
1085993	$ 695.00	04/24/2019	FBI-LEEDA	FBI LEEDA INTERAL AFFAIRS COURSE
1085994	$ 651.80	04/24/2019	UNITED UNIFORM DISTRIBUTION, LLC	(4) CARRIER VESTS
1085995	$ 320.99	04/24/2019	PITNEY BOWES BANK INC	ACCT# 8000-9000-0098-5774
1085996	$ 193.07	04/24/2019	LEA COUNTY ROADSIDE, LLC	TOWING SERVICES DODGE DURANGO
1085997	$ 205.73	04/24/2019	ZIA TOWING & RECOVERY	TOWING SERVICE
1085998	$ 1,109.71	04/24/2019	WINDSTREAM	ACCT# 101020894
1085999	$ 5,532.67	04/26/2019	AT&T MOBILITY	ACCT# 287234700432
1086000	$ 1,023.37	04/26/2019	AMERICA SUPPLY, LLC	ULTRA PURE DEF DIESEL EXHAUST
1086001	$ 55.00	04/26/2019	ARNOLD MICHAEL	PLANNING AND ZONING ADVISORY
1086002	$ 55.00	04/26/2019	KESNER, GUY	P/Z ADVISORY BOARD MEETING
1086003	$ 55.00	04/26/2019	JOHNCOX, DANIEL	P/Z ADVISORY BOARD MEETING
1086004	$ 55.00	04/26/2019	HOPPER, JOHNNIE A	P/Z ADVISORY BOARD MEETING
1086005	$ 55.00	04/26/2019	DICKIE WALL	P/Z ADVISORY BOARD MEETING
1086006	$ 554.96	04/26/2019	AMERIPRIDE SERVICES	NAPKIN, TABLECLOTH RENTAL
1086007	$ 66.23	04/26/2019	BENCHMARK BUSINESS SOLUTIONS,INC	ACCT# LC25
1086008	$ 64,777.34	04/26/2019	EARLE KINLAW & ASSOCIATES, INC	1 - DITCH WITCH HX30 VAC W/VT24
1086009	$ 59.98	04/26/2019	GEBO DISTRIBUTING CO INC	GARDEN HOSE (2)
1086010	$ 119.00	04/26/2019	PUGH, HOWELL R	20 - 5 GAL BOTTLED WATER
1086011	$ 2,310.06	04/26/2019	HIGGINBOTHAM-BARTLETT CO NM INC	TAPE MOUNT ROLL, CAULK LEXEL CL
1086012	$ 2,762.87	04/26/2019	INSITE TOWERS LLC	LEASE ID# 004759
1086013	$ 17,233.27	04/26/2019	INTERMOUNTAIN STAFFING LCL INC	TEMP LABOR EVENT CENTER

County of Lea New Mexico
Accounts Payable Check Register April 2019

Check #	Check Amount	Check Date	Vendor Name	Transaction Description
1086014	$ 560.00	04/26/2019	ICE PLUS	10 - 5 GAL BOTTLED WATER
1086015	$ 111.04	04/26/2019	NM GAS COMPANY INC	ACCT# 074722015-0771345-0
1086016	$ 212.56	04/26/2019	PENNELL, ROBERT C	ELECTRONIC BILLBOARD ADVERTISING
1086017	$ 15,305.51	04/26/2019	RMKM ARCHITECTURE, PC	JUD COMPLEX - BAL DUE CONST ADMN
1086018	$ 26,241.95	04/26/2019	RMKM ARCHITECTURE, PC	ARCH SERV - JUD COMPLEX - REIMB
1086019	$ 670.91	04/26/2019	RICOH USA INC	CUST# 13691953
1086020	$ 478.84	04/26/2019	TDS	ACCT# 8224 20 004 0141367
1086021	$ 15.70	04/26/2019	TRUCKPRO, LLC	STUD -WHL
1086022	$ 16,477.44	04/26/2019	TOWN OF TATUM	REIMBURSE PER INFRASTRUCTURE /
1086023	$ 260.04	04/26/2019	UNIFIRST CORPORATION	MATS, MOPS,TOWELS
1086024	$ 3,992.31	04/26/2019	SOUTHWESTERN PUBLIC SERVICE COMP	ACCT# 54-1567030-7
1086025	$ 145,937.65	04/26/2019	WWRC, INC	LAW ENF FACILITY--RENO / RE-ROOF
1086026	$ 1,681.87	04/26/2019	PETTIGREW & ASSOCIATES PA	DESIGN COURT HOUSE N PARKING LOT
1086027	$ 4,803.77	04/26/2019	WATERWAY OF NEW MEXICO LLC	TESTING OF ALL FIRE HOSE
1086028	$ 411.23	04/26/2019	JETER, JIMMY	ENVIR
1086029	$ 3,236.00	04/26/2019	CASCO INDUSTRIES INC	BOOT SHADOW (5)
1086030	$ 719.37	04/26/2019	WAL-ROY INC	LEGAL NOTICE FOR LCESAC MEETING
1086031	$ 558.79	04/26/2019	K W FUELS INC	DIESEL FUEL FOR HEAVY EQUIPMENT
1086032	$ 156.48	04/26/2019	FORREST TIRE COMPANY INC	FLAT TIRE REPAIR, TIRE BOOT FOR
1086033	$ 192.58	04/26/2019	HIGGINBOTHAM-BARTLETT COMPANY	LOCK STORERM BALL, RSTP VOCOILEN
1086034	$ 236.89	04/26/2019	AUDIE'S COPIER REPAIR	MAINT AGREEMENT
1086035	$ 225.00	04/26/2019	NM STATE AGENCY FOR SURPLUS	PROJECTOR SCREENS, SMALL ROLLING
1086036	$ 16.68	04/26/2019	TASCOSA OFFICE MACHINES	CONTRACT NO. 4109-01
1086037	$ 96.13	04/29/2019	AZTEC RENTAL OF HOBBS LLC	PORTABLE RESTROOM SERVICE FEE
1086038	$ 1,418.87	04/29/2019	AMAZON CAPITAL SERVICES, INC	MICROSOFT SURFACE PRO, COVER,
1086039	$ 4,914.80	04/29/2019	CITY OF HOBBS	ACCT# 010057-000
1086040	$ 493.35	04/29/2019	COOPERATIVE EDUCATIONAL SERVICES	LABOR/MATERIALS F/G MECH INSTALL
1086041	$ 8,913.27	04/29/2019	COOPERATIVE EDUCATIONAL SERVICES	ENG SERV - SPECIAL INSPECTIONS &
1086042	$ 2,420.01	04/29/2019	HOBBS DAILY NEWS-SUN INC	LEA COUNTY LANDFILL HOURS
1086043	$ 675.58	04/29/2019	HOBBS ANIMAL CLINIC, PC	K9 ARTUS DENTAL SERVICES, EXAM
1086044	$ 506.00	04/29/2019	LUBBOCK DIAGNOSTIC RADIOLOGY	ACCT# 5497 1993347
1086045	$ 2,044.62	04/29/2019	LOVINGTON AMBULANCE SERVICE	ACCT# PAT-006054
1086046	$ 543,206.92	04/29/2019	LEA COUNTY COMMUNICATION	COMMISSION
1086047	$ 412.30	04/29/2019	NOR-LEA HOSPITAL DISTRICT	ACCT# 10304178
1086048	$ 695.00	04/29/2019	PUBLIC AGENCY TRAINING COUNCIL	HOSTAGE NEGOTIATIONS TRAINING
1086049	$ 51,824.53	04/29/2019	PROFESSIONAL DOCUMENT SYSTEMS	STATE AGREE #:40-000-14-000106CQ
1086050	$ 55.00	04/29/2019	PETTIGREW, RANDALL THOMAS	PLANNING & ZONING ADVISORY
1086051	$ 919.82	04/29/2019	PCMG, INC.	SQL SERVER 2017 STANDARD LICENSE
1086052	$ 948.00	04/29/2019	SOLOMON, ASHLYN B	SHORT & LONG SLEEVE SHIRTS PLUS
1086053	$ 1,914.41	04/29/2019	VICTORY TRAINING & CONS LLC	CPR/FIRST AID TRAINING (51)
1086054	$ 39.54	04/29/2019	NM GAS COMPANY INC	ACCT# 074787613-0772001-7
1086055	$ 3,210.21	04/29/2019	SOUTHWESTERN PUBLIC SERVICE COMP	ACCT# 54-1362147-3 4/24/19
1086056	$ 2,780.00	04/29/2019	FBI-LEEDA	SUPERVISOR LEADERSHIP INSTITUTE
1086057	$ 782.60	04/29/2019	SURVIVAL ARMOR INC	1 PALADIN, 1 CARRIER & STP
1086058	$ 1,736.00	04/29/2019	NU LOGIC TREE IT SOLUTIONS, INC	PROFILE ID: 10830
1086059	$ 658.93	04/29/2019	FARMER BROTHERS COMPANY	COFFEE, HOT COCOA, STIR STICKS.
1086060	$ 17,296.00	04/29/2019	PROFESSIONAL COMMUNICATIONS	REPLACE DAMAGED MICROWAVE DISH,
1086061	$ 17,138.98	04/29/2019	SOFTRESOURCES LLC	RFP# 07-(17-18)-EVAL ERP SYSTEM
1086062	$ 30,826.80	04/29/2019	DAILEY WELLS COMMUNICATIONS	RADIO PACKAGES FOR 5 NEW UNITS
1086063	$ 49.38	04/30/2019	NM STATE TREASURER-PERA	BILLY MOORE RETRO
1086064	$ 6.35	04/30/2019	NM RETIREE HEALTH	KAITLYN GLANTON
19869	$ 10.00	04/25/2019	ALBUQUERQUE PUBLISHING COMPANY	
19870	$ 4,000.00	04/25/2019	ACT NM ASSOC OF COUNTI	
19871	$ 404.85	04/25/2019	ALBERTSONS #930	

County of Lea New Mexico
Accounts Payable Check Register April 2019

Check #	Check Amount	Check Date	Vendor Name	Transaction Description
19872	$ 35.63	04/25/2019	HOBBS IRON & METAL	
19873	$ 429.38	04/25/2019	WAL-MART STORES INC	
19874	$ 2.45	04/25/2019	CFK PEOPLE FINDERS	
19875	$ 11.50	04/25/2019	OFFICE OF THE NM SOS	
19876	$ 119.45	04/25/2019	ELLIOTT ELECTRIC SUPPLY INC	
19877	$ 30.76	04/25/2019	BORDER STATES SUPPLY CHAIN	
19878	$ 3,867.62	04/25/2019	HOME DEPOT #3515	
19879	$ 548.14	04/25/2019	CITY GLASS & MIRROR COMPANY	
19880	$ 35.76	04/25/2019	SEARS	
19881	$ 3,052.64	04/25/2019	AMAZON MKTPLACE PMTS	
19882	$ 243.93	04/25/2019	TRACTOR SUPPLY	
19883	$ (126.30)	04/25/2019	PAYPAL	
19884	$ 7.33	04/25/2019	PARTS PLUS	
19885	$ 38.45	04/25/2019	ALBUQUERQUE AIRLESS RE	
19886	$ 126.90	04/25/2019	3125 CAIN	
19887	$ 1,601.92	04/25/2019	AMERICAN FLAGS EXP	
19888	$ 50.00	04/25/2019	WAL-ROY INC	
19889	$ 75.00	04/25/2019	CAVERN CITY CHILD ADVOCACY CENT	
19890	$ 568.40	04/25/2019	AMAZON.COM	
19891	$ 84.51	04/25/2019	LANDS END BUS OUTFITTE	
19892	$ 3,458.83	04/25/2019	STAPLES DIRECT	
19893	$ 1,652.01	04/25/2019	STAPLES	
19894	$ 175.00	04/25/2019	SQU SQ CANDLELIGHT GI	
19895	$ 285.21	04/25/2019	4IMPRINT	
19896	$ 555.61	04/25/2019	HOME 2 SUITES BY HILTON	
19897	$ 327.03	04/25/2019	HOTEL ENCANTO	
19898	$ 690.82	04/25/2019	RIVER RANCH DESIGNS	
19899	$ 218.00	04/25/2019	NATIONAL CRIME SEARCH	
19900	$ 79.45	04/25/2019	GALLS	
19901	$ 70.00	04/25/2019	PAW YAYAS BOUTIQUE & L	
19902	$ 472.11	04/25/2019	BOOTSIE'S WESTERN STORE	
19903	$ 171.02	04/25/2019	CAVENDERS WESTERN #70	
19904	$ 240.00	04/25/2019	SQU SQ STITCHED BY BR	
19905	$ 193.41	04/25/2019	SHE SHEPLERS INC	
19906	$ 7,934.92	04/25/2019	PCM TIGERDIRECT	
19907	$ 1,626.50	04/25/2019	ZK EXPRESS TORNADO WASH LLC	
19908	$ 55.66	04/25/2019	AUTOZONE	
19909	$ 12.49	04/25/2019	O'REILLY AUTO	
19910	$ 65.00	04/25/2019	SOLUTIONS LASER WASH	
19911	$ 972.60	04/25/2019	WEATHERTECH DIRECT LLC	
19912	$ 15.00	04/25/2019	FORREST TIRE COMPANY INC	
19913	$ 90.00	04/25/2019	CONOCO	
19914	$ 372.32	04/25/2019	TERRY COUNTY TRACTOR, INC	
19915	$ 18.77	04/25/2019	FORREST TIRE COMPANY INC	
19916	$ 141.76	04/25/2019	LOVINGTON AUTO SUPPLY INC	
19917	$ 12.00	04/25/2019	DEL NORTE CAR CARE	
19918	$ 541.62	04/25/2019	IBS OF THE SOUTH PLAIN	
19919	$ 129.72	04/25/2019	GEBO DISTRIBUTING CO INC	
19920	$ 19.29	04/25/2019	HIGGINBOTHAM BARTLETT	
19921	$ 403.72	04/25/2019	WPSG. INC 800-852-6088	
19922	$ 409.96	04/25/2019	ULTRA BRIGHT LIGHTZ	
19923	$ 255.00	04/25/2019	ALERT ALL CORP	
19924	$ 457.00	04/25/2019	FIRESMARTPROMOS.COM	
19925	$ 3,023.00	04/25/2019	W.S. DARLEY & CO	

County of Lea New Mexico
Accounts Payable Check Register April 2019

Check #	Check Amount	Check Date	Vendor Name	Transaction Description
19926	$ 5,455.00	04/25/2019	BLAINE INDUSTRIAL SUPPLY INC	
19927	$ 16.32	04/25/2019	MCDONALD'S	
19928	$ 561.22	04/25/2019	HOLIDAY INN EXPRESS	
19929	$ 165.49	04/25/2019	OTC BRANDS, INC	
19930	$ 18.23	04/25/2019	RMA TOLL	
19931	$ 13.25	04/25/2019	E 470 PUBLIC HIGHWAY AUTHORITY	
19932	$ 13.14	04/25/2019	NTTA CUST SVC ONLINE	
19933	$ 516.32	04/25/2019	PRESTIGE LINENS	
19934	$ 9.96	04/25/2019	CONOCO - STRIPES 125	
19935	$ 89.45	04/25/2019	INDEPENDENCE BUNTING	
19936	$ 439.62	04/25/2019	PADGES FLOWERS	
19937	$ 17.12	04/25/2019	MICHAELS PRESCRIPTION	
19938	$ 3,453.30	04/25/2019	ICS JAIL SUPPLIES INC	
19939	$ 129.00	04/25/2019	KING SCHOOL INC	
19940	$ 1,650.00	04/25/2019	FBI NATIONAL ACADEMY ASSOCIATES	
19941	$ 45.00	04/25/2019	IAAO	
19942	$ 377.00	04/25/2019	ASSOC OF PUBLIC-SAFETY COMM.	
19943	$ 80.00	04/25/2019	CITY OF HOBBS	
19944	$ 1,050.00	04/25/2019	PAYPAL SWANANMROAD	
19945	$ 30.00	04/25/2019	ARC SERVICES/TRAINING	
19946	$ 807.02	04/25/2019	LOWE'S #03202	
19947	$ 75.92	04/25/2019	HOBBY LOBBY	
19948	$ 598.41	04/25/2019	CARROT-TOP INDUSTRIES	
19949	$ 174.00	04/25/2019	FOLLOWMEELLC MOBILEAPP	
19950	$ 379.90	04/25/2019	US FLAG STORE	
19951	$ 65.39	04/25/2019	EXXONMOBIL	
19952	$ 75.57	04/25/2019	CHEVRON USA INC	
19953	$ 720.36	04/25/2019	HYATT PLACE SANTA FE	
19954	$ 92.02	04/25/2019	RAMADA HOTEL	
19955	$ 695.33	04/25/2019	MCM ELEGANTE LDG RUIDO	
19956	$ 8.00	04/25/2019	CROWNE PLAZA	
19957	$ 35.00	04/25/2019	MIDLAND INTERNAT'L AIRPORT	
19958	$ 130.00	04/25/2019	AMERICAN 00102735914650	
19959	$ 456.35	04/25/2019	PEPPERMILL	
19960	$ 174.74	04/25/2019	HYATT REGENCY ALBUQUER	
19961	$ 771.55	04/25/2019	CCI HOTEL@GETAROMM	
19962	$ 1,249.24	04/25/2019	DRURY INNS	
19963	$ 229.72	04/25/2019	HILTON HOTEL SANTA FE	
19964	$ 856.32	04/25/2019	EMBASSY SUITES	
19965	$ 507.85	04/25/2019	EXPEDIA	
19966	$ 1,322.59	04/25/2019	BEST WESTERN	
19967	$ 100.32	04/25/2019	ECONOLODGE	
19968	$ 475.76	04/25/2019	SHOPKO	
19969	$ 53.45	04/25/2019	HEALTHYKIN.COM	
19970	$ 16.40	04/25/2019	STARBUCKS	
19971	$ 2.12	04/25/2019	APPLE ITUNES	
19972	$ 99.00	04/25/2019	DROPBOX	
19973	$ 2,036.94	04/25/2019	LEVOLOR INC	
19974	$ 456.67	04/25/2019	AMSTERDAM PRINTING & LITHO	
19975	$ 413.36	04/25/2019	POSITIVE PROMOTIONS	
19976	$ 88.97	04/25/2019	CROWN AWARDS INC	
19977	$ 1,852.20	04/25/2019	OFFICE FURNITURE.COM, LLC	
19978	$ 42.24	04/25/2019	BOB'S SUPERMARKET INC	
19979	$ 233.67	04/25/2019	VISTAPR VISTAPRINT.COM	

County of Lea New Mexico
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Check #	Check Amount	Check Date	Vendor Name	Transaction Description
19980	$ 188.27	04/25/2019	HOBBS DAILY NEWS-SUN INC	
19981	$ 9.50	04/25/2019	HOBB NEWS SUN	
19982	$ 30.85	04/25/2019	U S POST OFFICE	
19983	$ 800.00	04/25/2019	USPS POSTAGE ENDICIA.C	
19984	$ 5.39	04/25/2019	MAIL SERVICES ETC	
Total	**$ 5,137,057.85**			**429**

COMMISSION MAY CONVENE IN CLOSED SESSION to Discuss Threatened Litigation in Which the County May Become a Participant Regarding a Breach of Contract for Services and Goods; and the Disposal of Real Property in Central Lea County, as Authorized by the NMSA 1978 § 10-15-1 H (7) and (8) Respectively.

COMMISSION MAY CONVENE IN OPEN SESSION to take Action, if any, on the Closed Session Item.

Other Business

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, May 23, 2019

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: May 7, 2019

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	**SUBMITTED BY** Name/Title/Dept:
05/21/2019	Sandrea J. Stout-Brito/Executive Coordinator/Exec Dept.
SUBJECT: Other Business	**ATTACHMENT(S):**
NO. OF ORIGINALS FOR SIGNATURE: 00 ***Select One** 00 ***Select One** 00 ***Select One**	**ACTION REQUESTED:** Action Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:

Section 2.6: Transparency and ethical decision making continue to be the framework in which the county operates.

SUMMARY:

Any Other Business

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.:

Easel ☐ If checked; how many: Laptop ☑ Projector ☑ Other:

See Additional Summary Attached ☐

SUBMITTER'S RECOMMENDATION(S):

Any Other Business

Submitter's Signature
Department Director, Etc.

Sandrea J. Stout-Brito

FINANCE REVIEW Fiscal Impact/Cost:

ByPass Finance Review

Reviewed by Finance Director

ByPass Finance Review

Digitally signed by ByPass Finance Review
Date: 2019.05.21 10:47:57 -06'00'

LEGAL REVIEW:

ByPass Legal Review

(Note: Travel does not need legal review)

Reviewed by County Attorney

ByPass Legal Review

Digitally signed by ByPass Legal Review
Date: 2019.05.21 10:48:06 -06'00'

COUNTY MANAGER REVIEW:

Approved by County Manager
to be Placed on Agenda

Mike Gallagher II

Digitally signed by Michael P. Gallagher II
Date: 2019.05.21 10:48:19 -06'00'

Item 0600

RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN

Approved: _____ Denied: _____ Other: Any Other Business

Resolution No. _____ Policy No. _____ Ordinance No. _____

Continued To: _____ Referred To: _____ Comments: _____

Adjourn