



QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

**AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
NOVEMBER 27, 2017**

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session November 13, 2017

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. Angie Coburn, Presbyterian Medical Services, Central Region Director**
 - Recognition of **Clinic Providers: Ladonna Chacon and Lisa Crane for Exemplary Improvement Award from HealthInsight New Mexico**
- II. Michelle Jaynes, Quay County Fire District #1**
 - Request Approval of **FY2019 EMS Fund Act Local System Improvement Project Application**
- III. Larry Moore, Quay County Road Superintendent**
 - Road Update
- IV. Richard Primrose, Quay County Manager**
 - Request Approval of **Road Use and Maintenance Agreement for Casa Mesa Wind, LLC**
 - Request Approval of **Road Use and Maintenance Agreement for FPL Energy New Mexico Wind, LLC**
 - Correspondence



DOC HCM-00429

12/19/2017 11:47 AM Doc Type: COCOM

Fee (No FieldTag Finance Total Fees found)

Quay County, NM Ellen White - County Clerk, County_Cle



Pages 38

V. Indigent Claims Board

- Call Meeting to Order
- Request Approval of **Indigent Minutes for the October 23, 2017 Meeting**
- Review **November Claims Prepared by Sheryl Chambers**
- Adjourn

VI. Request Approval of Accounts Payable

VII. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners

VIII. Request for Closed Executive Session

- Pursuant to **Section 12-6-5 NMSA 1978 of the Audit Act for Audit Exit Conference**

IX. Franklin McCasland, Quay County Commission Chairman

- Proposed action, if any, from Executive Session

Adjourn

Lunch-Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

November 27, 2017

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 27th day of November, 2017 at 9:00 a.m. in the Quay County Commission Chambers, Tucumcari, New Mexico, for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

Franklin McCasland, Chairman
Mike Cherry, Member
Sue Dowell, Member
Ellen L. White, County Clerk
Richard Primrose, County Manager

OTHERS PRESENT:

Larry Moore, Quay County Road Superintendent
Vic Baum, Quay County Assessor
Gail Houser, Tucumcari Mainstreet Director
Daniel Zamora, Quay County Rural Addressing
Donald Adams, Quay County Fire Marshal
Ladonna Chacon and Lisa Crane, Presbyterian Medical Services
Patsy Gresham, Quay County Treasurer
Cheryl Simpson, Quay County Manager's Office
Thomas Garcia, Quay County Sun

Chairman Franklin McCasland called the meeting to order. Donald Adams led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the November 13, 2017 regular session as presented. MOTION carried with Cherry voting "aye", McCasland voting "aye", and Dowell voting "aye".

Richard Primrose, County Manager, requested items numbered eight (8) and nine (9) be removed from the Agenda. Primrose stated the Auditor had not provided the documents necessary for those items to be addressed today. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the agenda with the amendment. MOTION carried with Cherry voting "aye", Dowell voting "aye", and McCasland voting "aye".

PUBLIC COMMENTS:

Donald Adams, Quay County Fire Marshal asked the Commissioners to consider the possibility of meeting with Kyle Thorton, EMS Bureau Chief, while they are in Santa Fe in January. Adams said it would benefit Quay County to discuss a bylaw change to return to the procedures of the Board of Commissioners appointing a representative to the Region 3 Board from Quay County. Currently, Adams explained, it is a self-appointed process that he does not believe is always in the best interest of the EMS Board. Commissioner Cherry told Adams and the Commissioners that he would work on setting a meeting up with someone from the State EMS Bureau.

ONGOING BUSINESS: NONE

NEW BUSINESS:

Chairman Franklin McCasland recognized Presbyterian Medical Services Providers, Ladonna Chacon and Lisa Crane for receiving the 2017 Healthsight Quality Award. This award recognizes entities that provide excellence in clinical quality and patient care in New Mexico. Crane and Chacon emphasized the team effort involved at the Clinic and thanked the Commissioners for their support of the Clinic.

Donald Adams, Quay County Fire Marshal, presented an EMS Fund Act Grant Application on behalf of Michelle Jaynes and Conservancy Fire District 1. Adams reported if funds are awarded, the District will use them to purchase 4 Defibrillators. Commissioner Cherry expressed a concern regarding the timing of the application stating the deadline for it has already lapsed. County Manager Primrose said Jaynes requested and received an extension for the application. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the application as requested. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". Commissioner Dowell thanked Jaynes for the detailed application and stated it was obvious Jaynes had spent a lot of time and conducted a lot of research on this application. A copy of said Application is attached to these minutes.

Larry Moore, Quay County Road Superintendent, gave the following update on projects:

1. OCCAM Engineers have begun the environmental studies for the various projects.
2. Quay Road BH is complete. The next projects will be in the Nara Visa area.
3. Equipment is being serviced at the shop.
4. Crews have been mowing and repairing potholes.
5. The leased rollers have been returned. The county owned Case roller is down and the mechanic is working on it this week.
6. Moore will be meeting with Chris Cotham regarding the roads in the area of the Casa Mesa project.
7. Informed Commissioner Dowell he will contact Mr. Runyan and Mr. Ray this week regarding their road concerns.

Commissioner Dowell reported the hole south of the bridge on Quay Road AI has gotten huge since the holiday travel.

Richard Primrose, Quay County Manager presented the following items for approval:

1. Road use and maintenance Agreement between Quay County and Casa Mesa Wind, LLC; Road use and maintenance Agreement between Quay County and FPL Energy New Mexico Wind, LLC.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve both Agreements with Casa Mesa Wind, LLC and FPL Energy New Mexico, Wind. LLC. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". Copies of both Agreements are attached and made a part of these minutes.

Primrose presented the following correspondence:

1. El Llano Estacado, RCD, will he be hosting the 9th annual Prairie Partners Gathering at the Tucumcari Convention Center on December 5, 2017 from 9:00 a.m. to 3:00 p.m.
2. Farm Co-op Development 3rd meeting will be held on December 8, 2017 at 11:00 a.m. at KBob's Restaurant in Tucumcari.
3. 2017 Legislative Forum will be held on December 4, 2017 at 6:00 p.m. at the Mesalands Wind Research Center Auditorium.
4. The Chamber of Commerce Christmas Light Parade is set for December 2, 2017.
5. A special County Commission Meeting has been scheduled for Thursday, November 30, 2017 at 11:00 a.m. for the Audit Exit Conference.
6. The annual County Employees Recognition Dinner is set for Friday, December 15, 2017 at 6:00 p.m. at the Fair Barn.
7. The Safety Manual will be presented for final review and adoption at the next commission meeting.

Chairman McCasland called the Indigent Claims Board meeting to order. Time noted 9:35 a.m.

-----INDIGENT CLAIMS BOARD-----

Return to regular session. Time noted 9:40 a.m.

ACCOUNTS PAYABLE: Commissioner Dowell asked for clarification of an item on Page 13 of the report regarding a payment to Wiggins, Williams & Wiggins. Primrose stated that was professional services for the County Emergency Communications. Primrose clarified that Quay County is the fiscal agent for this entity. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the expenditures included in the Accounts Payable Report ending November 22, 2017. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners:

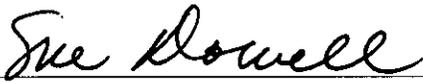
NONE

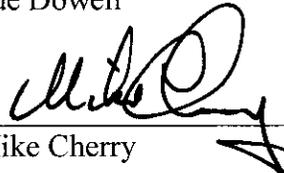
There being no further business, a MOTION was made by Mike Cherry, SECONDED by Sue Dowell to adjourn. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye". Time noted 9:45 a.m.

Respectfully submitted by Ellen White, County Clerk.

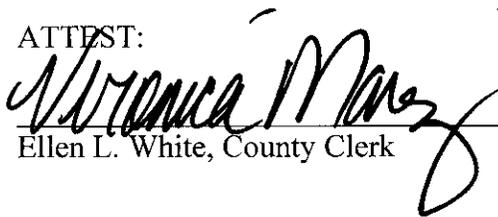
BOARD OF QUAY COUNTY COMMISSIONERS

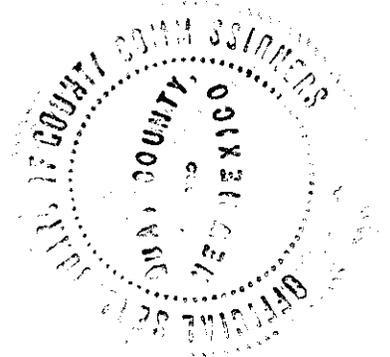

Franklin McCasland


Sue Dowell


Mike Cherry

ATTEST:


Ellen L. White, County Clerk





Due Date: November 17, 2017

FOR BUREAU USE ONLY (do not write in this area)				
Date Received	Region	Statuses	Reviewer	Disposition

Name of Applicant → <i>(EMS Service/Agency)</i>	Quay County, Conservancy Fire District 1
---	--

Address →	P.O. Box 725, Tucumcari, NM 88401
------------------	-----------------------------------

Contact Person →	Michelle Jaynes	
575-815-9015	575-461-8584	michelle.jaynes5@gmail.com
Telephone #	Fax #	Email

Fiscal Agent → <i>(County or Municipality)</i>	Quay County
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Address →	P.O. Box 1246 Tucumcari, NM 88401
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Contact Person →	Richard Primrose	
575-461-2112	575-461-6208	richard.primrose@quaycounty-NM.gov
Telephone #	Fax #	Email

Name(s) of other EMS Service(s) and/or communities involved in this project:	Quay County District 1 Fire Department Area and any area that our department might be called out on with mutual aid.
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A. Detailed Analysis of Problem/Need:

Describe the proposed Local EMS System Improvement Project. Include a detailed analysis of the need and a narrative showing how this project will contribute to and/or improve the Local EMS System. (Attach additional sheets if necessary)

See Attached

B. Service Area Description:

Describe the existing EMS System for which the Local EMS System Improvement Project is being requested. Information should include a complete service area description, organization of the system and which services are involved (responding units, rescues, ambulances, hospital, etc). Provide as much detail as possible regarding your current system. (Attach additional sheets if necessary)

See Attached

C. Project Impact:

Describe in detail the impact on the Local EMS System if the project is approved, and the impact if not approved. (Attach additional sheets if necessary)

See Attached

D. Cost of Project:

Project Components/ Description	AED, Replacement Pads Adult and Pediatric, Cases, Replacement Batteries, EMT Field Guides

Total Cost of Project (Please provide an Itemized Estimate)*1	\$9413.07
Monetary Contribution from Recipient/Applicant *2	0.00
Amount Requested from Fund Act	\$9413.07

*1. Applicant must provide an itemized expense report/estimate for entire project.

*2. Applicant must provide an itemized report of monetary contributions; include amount, source and any special considerations.

E. Letters of Collaboration/Support:

Letters of support from other services, entities, and stakeholders greatly strengthen the application. Each service's, entities, or stakeholder's support should be expressed in **3 or more separate** letter. **NO DUPLICATES.**

**All letters of support must be included with this application.
Letters will not be accepted once the application is submitted, unless prior approved**

F. Accountability of Previously Funded special project:

Has this service been awarded special funding (i.e., Trauma Systems, Vehicle, Local or Statewide) within the last 5 years? Please describe the status/outcome of the funded project/vehicle. **Failure to accurately disclose this information will disqualify the application.**

FY of Award	Amount	Name of Project/Description	Status
None			

ASSURANCES

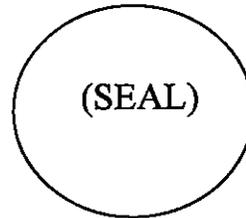
The following are required assurances associated with your EMS Local System Improvement Project for Fiscal Year 17.

- I certify that funds received through this distribution will be used only for the purposes and under the condition expressed in the application or its approved amendment(s);
- I certify that we will provide the support and involvement either cash and/or in kind contributions as described in this application;
- I certify that we and the local recipient(s), understand and agree to comply with all applicable requirements of the New Mexico Department of Health; and
- I certify that the information contained in this application is true and correct to the best of my knowledge.

<u>Chief / Director of Local EMS Service</u>	
NAME: _____ (Print / Type Name)	TITLE: _____
SIGNATURE: _____	DATE: _____

The above was sworn and subscribed to before me this _____ of _____ 20____
(Day) (Month)

Notary Public



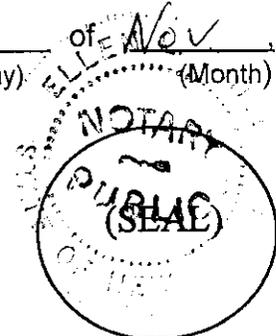
My commission expires: _____

<u>Mayor / Chairman County Commission</u>	
NAME: <u>Franklin McCasland</u> (Print / Type Name)	TITLE: <u>Chairman</u>
SIGNATURE: <u>Franklin McCasland</u>	DATE: <u>11/27/2017</u>



The above was sworn and subscribed to before me this 27 of Nov, 2017
(Day) (Month)

Ellen White
Notary Public



My commission expires:
3-21-2019

Regional Office and Service Checklist

		Region Initial	Service Initial
1.	All signatures on proper signature lines	_____	_____
2.	All quotes attached if applicable	_____	_____
3.	All Letters of Support	_____	_____
4.	All notary signatures in proper place	_____	_____
5.	All detailed contributions listings	_____	_____
6.	All benefiting services or counties listed	_____	_____
7.	Letter and approval of extension if needed	_____	_____
8.	Fiscal Agent's correct mailing address	_____	_____
9.	Recipient's correct mailing address	_____	_____
10.	Original and 2 Copies-No special binding.	_____	_____

Regional Office Reviewer

NAME: _____ (Print / Type Name)	TITLE: _____
SIGNATURE: _____	DATE: _____

EMS Fund Act

LOCAL SYSTEM IMPROVEMENT PROJECT APPLICATION – FY 2018

Quay County District 1 Fire Department

- A. Analysis of Problem/Need: Quay County District 1 Fire Department is in need of additional AED's (4) to put in the additional equipment of the department that is not equipped with AED's. This is for our department that overlaps the City of Tucumcari EMS/Ambulance service. We have AED's units in the Engines; we are hoping to had an additional level of support for the Brush units.

We have also included some additional parts for the units, adult replacement pads, as well as pediatric replacement pads. This application will also have additional batteries, and several field guides for our EMT's in both basic level as well as intermediate level. The money involved with this request would be money that would not have to come out of budget and would make for a larger amount of services that our department would be able to offer to the county residents.

Purchase of these units will help out also if the age of our other units makes them ineffective. Our community deserves more.

- B. Service Area Description: Quay County District 1 fire department is in Quay County and services areas of the county that fall under the District 1 fire department area. We are the 4th largest fire district in Quay County.
- C. Project Impact: Approval of our request for (4) AED's and supplemental equipment would mean that we have new state of the art equipment for helping provide the most professional care. Four our patients that might not be able to be analized or shocked to appropriate heart conditions without this equipment. Cardiac monitoring early can be the difference in the long term effects for the patient.

Impact of not approving our request would be that we would have to save up enough budget moneies to do this with eventually. With the current situation with funding from the state being sent to us periodically instead of once at the beginning of the year, this might mean the project is delayed.



Home

Shopping Cart

Sort by: Product Name Item# Price

Update **Clear Cart**

Product	Sold by	List Price	Your Price	Qty	Your Total	Delete
<u>Infant/Child Pads Placement Guide, for Philips Heart-Start Onsite Defibrillator</u> 139281	EA	\$29.00	\$29.00	4	\$116.00	Availability: <input type="radio"/>
Quantity on hand exceeded. This item may go on backorder.						
<u>Spare/Replacement Battery, Lithium, Sealed, 4 Year, for Philips Heart-Start Onsite Defibrillator</u> ATM5070A	EA	\$169.00	\$169.00	6	\$1,014.00	Availability: <input type="radio"/>
Quantity on hand exceeded. This item may go on backorder.						
<u>Carrying Case, Waterproof, Hard Plastic Case, for Philips Heart-Start Onsite Defibrillator, Red</u> L941311	EA	\$227.00	\$227.00	4	\$908.00	Availability: <input type="radio"/>
<u>OnSite OTC AED, HeartStart, 1 Pad Cartridge, 1 Battery with Standard Carry Case</u> 2746-066C01	EA	\$1,489.99	\$1,489.99	4	\$5,959.96	Availability: <input type="radio"/>
<u>SMART Pads Cartridge, Disposable, for Philips Heart-Start Onsite Defibrillator, Adult</u> ATM5071A	PR	\$67.00	\$67.00	6	\$402.00	Availability: <input type="radio"/>
<u>SMART Pads Cartridge, Disposable, for Philips Heart-Start Onsite Defibrillator, Infant/Child</u> ATM5072A	PR	\$108.00	\$108.00	6	\$648.00	Availability: <input type="radio"/>
Quantity on hand exceeded. This item may go on backorder.						
<u>Infrared Data Transfer Cable for Heartstart</u> ATMACT-IR	EA	\$143.00	\$143.00	1	\$143.00	Availability: <input type="radio"/>
<u>Field Reference Guide, Pocket Pedi-Wheel, 5th Edition</u> 480224	EA	\$16.79	\$16.79	4	\$67.16	Availability: <input type="radio"/>
<u>EMS Field Guide BLS And Intermediate, 9th Edition</u> 480381	EA	\$30.79	\$30.79	3	\$92.37	Availability: <input type="radio"/>
<u>EMS Field Guide ALS Version, 19th Edition</u> 480378	EA	\$31.29	\$31.29	2	\$62.58	Availability: <input type="radio"/>

Save as Supply List ?
View Supply Lists

Promo Code **Add**

Sub-total \$9,413.07 **Update**
Total **\$9,413.07**

Save Cart ?
Send Purchase Request ?

Checkout

***Please review unit of measure for all pharmaceutical items prior to checkout.**

*All pharmaceuticals, items with expiration dates, and items that are subject to FDA tracking requirements are not returnable.

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Jared Langenegger, City Manager

Dennis Dysart, Finance Director

Angelica M. Gray, City Clerk



City Commission
Ruth Ann Litchfield, Mayor
Robert Lumpkin, Mayor Pro Tem
Ralph Moya, District 1
Amy Gutierrez, District 2
Todd Duplantis, District 5

November 10, 2017

New Mexico Department of Health
1190 S. St. Francis Drive
Santa Fe, NM 87505

To Whom it May Concern;

This letter is to express our support for Conservancy 1 Fire District of Quay County in their effort to secure a grant for the purchase of Automated External Defibrillators (AEDs). As a neighboring agency to District 1, we work closely together during both emergency and non-emergency situations. Having more AEDs available will help improve the emergency medical care that is provided to those in our community and the surrounding rural areas. Our agency is the ALS provider and EMS transport service for District 1, and having AEDs available prior to our arrival can help ensure a better outcome for the patients. On fire scenes where both District 1 and Tukumcari are working, this will also provide necessary equipment for personnel in the event of a medical emergency.

Thank you for your consideration in support of our local EMS and healthcare system.

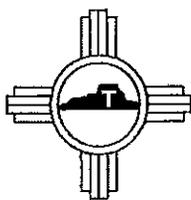
Sincerely,

A handwritten signature in black ink that reads "Douglass Hogan".

Douglass Hogan, Fire Chief

City of Tukumcari Fire & EMS
PO Box 1188
Tukumcari, NM 88401

(575) 461-4400 Office
(575) 403-6270 Cell
firechief@cityoftukumcari.com



Tucumcari Public Schools

700 West Amarosa Street • P.O. Box 1046
Tucumcari, New Mexico 88401

Ph. 575.461.3910
Fax 575.461.3554

November 9, 2017

To Whom It May Concern:

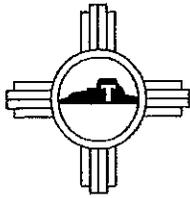
Having grown up in a small rural community and then becoming a school administrator of several small districts, I have become accustomed to the limitations of local emergency officials, fire departments, and police departments. There is a real need for additional equipment and technology for all rural districts, but the competition for limited dollars puts some patrons at risk. It is with that in mind that I ask your consideration for supporting the purchase of AED equipment to be used by Conservancy 1 Fire District of Quay County.

As you know, Quay County is a rural area that is bisected by Interstate 40. Even though I-40 is a life line for Quay County, it can also deplete our resources. If a major event occurs on the Interstate, it can have a negative effect on our resources for local emergencies. By having local emergency personnel fully supplied, we can alleviate some of the problems that these shortages produce.

Modern technology has improved greatly in recent years, and up-to-date equipment can literally be a lifesaver to someone in need. We are very proud of our local emergency agencies and fully support them in their efforts to help our community. On behalf of Tucumcari Public Schools, I respectfully ask your consideration in the request for funding for Fire District 1 in Quay County. I know the funds would be greatly appreciated and put to good use in our community.

Sincerely,


Dave Johnson, Asst. Supt.
Tucumcari Public Schools



Tucumcari Public Schools

700 West Amarosa Street • P.O. Box 1046
Tucumcari, New Mexico 88401

Ph. 575-461-3910
Fax 575-461-3554

NMEMS Bureau
Local System Improvement Project

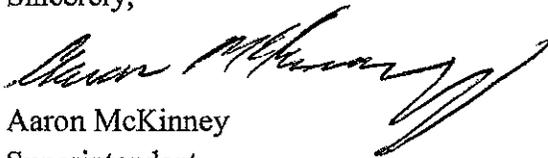
November 10, 2017

To Whom It May Concern:

I support the District 1 Fire Department requesting funding for AED equipment. In a small community emergency medical services can be the difference between life and death. The department is trying to make medical care readily available for more advanced and immediate care for patients in our area. Keeping equipment and staff up to date is a great asset for our regional area. Funding to maintain and upgrade equipment and facilities is always an issue in rural counties.

Our community and local services deserve all the support that we can get. They are a part of our community who volunteer their time and do a great job. Quay County residents appreciate any help you can give us on this matter. Please reach out to them in any way you can. Feel free to call me if I can be of any help to their cause.

Sincerely,



Aaron McKinney
Superintendent

ROAD USE AND MAINTENANCE AGREEMENT

THIS ROAD USE AND MAINTENANCE AGREEMENT ("**Agreement**") is entered into as of this ____ day of _____, 2017 ("**Effective Date**") by and between Quay County, New Mexico, whose address for purposes of this Agreement is c/o Richard Primrose, County Manager and Larry Moore, Road Supervisor both at P.O. Box 1246, Tucumcari, NM 88401 ("**County**") and Casa Mesa Wind, LLC, a Delaware limited liability company, whose address for purposes of this Agreement is 700 Universe Boulevard, Juno Beach, Florida 33408 ("**Wind Operator**").

RECITALS

WHEREAS, Wind Operator developed a commercial wind turbine electrical generation facility named the Casa Mesa Wind Project ("**Project**") on a site located in Quay County, New Mexico with approximately twenty-one (21) wind turbine generators; and

WHEREAS, Wind Operator has built, operates and currently maintains the Project; and

WHEREAS, in connection with the construction, operation and maintenance of the Project, the Parties desire to address certain issues relating to the roads owned, operated and maintained by the County (collectively, the "**Roads**") over which it will be necessary for Wind Operator and Wind Operator's Representative(s) to, among other things: (i) transport heavy equipment and materials which may be in excess of local design limits of certain Roads, (ii) transport locally sourced materials, such as concrete and gravel, on the Roads; (iii) make specific modifications and improvements (both temporary and permanent) to the Roads (including various associated culverts, bridges, road shoulders and other fixtures) to permit such equipment and materials to pass; and (iv) place overhead and underground electrical and communication cables (collectively "**Cables**") for the Project adjacent to, along, under or across such Roads; and

WHEREAS, Wind Operator and the County wish to set forth their understanding and agreement relating to the use of Roads during the construction and operation of the Project; and

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. Wind Operator will undertake the following activities in accordance with the terms of this Agreement:

a. Designate a company representative with authority to represent Wind Operator. As of the date of the Agreement, the company representative is Christopher Cothran at 561-304-5774.

b. At least fifteen (15) days prior to beginning construction of the Project, provide the County with a preliminary site plan identifying turbine locations, site access points, and road crossings, to be attached as **Exhibit A**, along with the preliminary transportation route for the Project equipment attached as **Exhibit B**, subject to amendment;

c. Provide plans to the County for the widening of any corner radius necessary to facilitate the turning movements of the transport trucks used by Wind Operator during construction of the Project; make any necessary improvements; and at the conclusion of construction, remove any such improvements as the County directs and restore the affected property to its original condition;

d. Notify the designated County representative in advance of all oversize transportation and crane crossings over, across or along any Road;

e. Transport or cause to be transported the oversize loads in a reasonable effort to minimize adverse impact on the local traffic;

f. Provide reasonable advance notice to the County when it is necessary for a Road to be closed due to a crane crossing or for any other reason relating to the construction of the Project. Notwithstanding the foregoing, Wind Operator will provide no less than twenty-four (24) hours' notice when reasonably practicable and will provide all materials necessary to close the Road;

g. Provide signage of all road closures and work zones in compliance with the Manual on Uniform Traffic Control Devices and as may be required by the County;

h. Purchase and deliver applicable road materials for repairs to Roads that are damaged by Wind Operator and/or a Wind Operator Representative during the hauling of materials and/or construction of the Project and bear the reasonable costs to restore any Roads that are damaged by Wind Operator and/or a Wind Operator Representative during the hauling of materials and/or construction of the Project to the condition enjoyed immediately prior to such damage occurring, to the extent reasonably possible;

2. The County, in accordance with the terms of this Agreement, agrees that it shall:

a. Designate a company representative with authority to represent County. As of the date of the Agreement, the company representative is Larry Moore, Road Supervisor at 575-403-7735;

b. Timely perform routine and regular maintenance of the Roads including: grading, striping, routine signage, and regularly scheduled maintenance and repair. During the construction of the Project, Wind Operator shall perform daily maintenance of the Roads, as necessary.

c. Timely review and approve all Project-related access points and road crossings, which are submitted by Wind Operator in **Exhibit A**;

d. Timely review and approve plans for all Project-related utility encroachments on County rights-of way; which are submitted by Wind Operator in accordance with **Exhibit A**;

e. Authorize the County Manager to agree on behalf of County to revisions to **Exhibit A** and the final location of Road crossings, access points, and utility encroachments as revisions are submitted to the County by or on behalf of Wind Operator.

3. Planning Inventory

a. Road Inventory

1. Pre-Construction Inventory. No later than December 1, 2017, the Parties shall jointly perform a survey to record the condition of the pavement surface of the Roads which will be used in the transport of equipment to the Project. During this survey, the entire length of the roads shall be videotaped and if deemed necessary by the parties, photographs may also be taken. In addition, the County will provide Wind Operator, if available, with copies of any plans, cross-sections and specifications relevant to the existing Roads structure. Copies of all pre-construction documentation shall be provided to each of the Parties. Wind Operator will reimburse the County for all costs associated with the Pre-Construction Inventory.

2. Post-Construction Inventory

i. Upon completion of construction of each phase of the Project, representatives of the County and Wind Operator will perform a post-construction inventory, the methods of which shall be similar to those of the Pre-Construction Inventory described above. The two sets of pre and post-construction data will be compared and if there is any wheel lane rutting, cracking or other damage in excess of the original survey, the County and Wind Operator will determine the extent of the repairs or improvements needed to return the roads to a pre-construction condition. All costs associated with the Post-Construction Inventory shall be borne solely by Wind Operator.

ii. Wind Operator shall be obligated to, make any or all repairs necessary to return the roads to a pre-construction condition, at its sole cost and expense. Within ninety (90) calendar days following the completion of the Post-Construction Inventory, Wind Operator shall provide notice to the County identifying those repairs which Wind Operator agrees to undertake and the expected date by which such repairs shall be completed.

b. Routing and Access Approval. As soon as practical after execution of this Agreement and as necessary throughout the construction of the Project, Wind Operator and County shall meet to discuss routing for the transportation of equipment to the Project, Project-related access points, and the County shall review the same in accordance with Sections 2.

4. Mutual Indemnification/Hold Harmless and Liability Insurance Provisions.

a. Indemnity.

1. Each Party (the "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other Party and such other Party's mortgagees, Lenders, officers, employees and agents (the "**Indemnified Party**") against any and all losses, direct or indirect damages (including consequential damages), claims, expenses, and other liabilities, including, without limitation, attorneys' fees, resulting from or arising out of (i) any negligent act or negligent failure to act on the part of the Indemnifying Party or anyone else engaged in doing work for the Indemnifying Party, or (ii) any breach of this Agreement by the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by any negligent or willful act or omission on the part of the Indemnified Party.

2. Wind Operator agrees to indemnify and save harmless County from any claim, action, liability, loss, damage or suit arising or resulting from Wind Operator's use of or operation on the Roads.

b. No Third Party Beneficiaries. In no event shall Wind Operator or any of its members, officers, directors or employees or the County or any of its Boards, officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to any third party for indirect, incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.

c. Required Insurance. Wind Operator shall upon commencement of construction of the Project and for the period of construction of the Project, maintain in full force and effect commercial general liability insurance, in the aggregate amount equal to Three Million Dollars (\$3,000,000). Wind Operator may utilize any combination of primary and/or excess insurance to satisfy this requirement and may satisfy this requirement under existing insurance policies for the Project.

5. Miscellaneous

a. Remedies and Enforcement. The Parties acknowledge that money damages would not be an adequate remedy for any breach or threatened breach of this Agreement. Each of the parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the "**Defaulting Party**"), which default is not caused by the Party seeking to enforce said provisions (the "**Non-Defaulting Party**") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right to seek specific performance and/or injunctive relief to remedy or prevent any breach or threatened breach of this Agreement. The remedies of specific performance and/or injunctive relief shall be exclusive of any other remedy available at law or in equity.

b. Due Authorization. Wind Operator hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Wind Operator. The County hereby represents, and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.

c. Severability. If any provision of this Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable a provision shall be deemed added as may be possible to accurately reflect the intentions of the Parties and so as to make the unenforceable provision legal, valid, and enforceable.

d. Amendments. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by both Parties to this Agreement.

e. Notices. All notices shall be in writing and sent (including via facsimile transmission) to the Parties hereto at the addresses set forth in the Preamble (or to such other address as either such Party shall designate in writing to the other Party at any time).

f. Assignment. This Agreement may not be assigned without the written consent of the Parties, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Wind Operator may assign this Agreement to its affiliates and may collaterally assign this Agreement to any lender in support of the Project.

g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of an originally signed counterpart to this Agreement.

h. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Mexico, irrespective of any conflict of laws provisions. Both parties desire that the transactions contemplated hereby be effected and carried out in a manner that is in compliance with all laws.

i. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees, and legal representatives.

j. Invalid Terms. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

k. Waiver. Failure of County or Wind Operator to insist on strict performance of any of the conditions or provisions of this Agreement, or to exercise any of their rights hereunder, shall not waive such rights.

l. Approval. Whenever in this Agreement the approval or consent of either County or Wind Operator is required or contemplated, unless otherwise specifically stated, such

approval or consent shall not be made the subject of a demand for additional compensation, nor otherwise unreasonably conditioned, withheld or delayed.

m. Litigation. In any litigation arising from or related to this Agreement, the parties hereto each hereby knowingly, voluntarily and intentionally waive the right each may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement. The parties agree that venue for any dispute or matter arising under this Agreement shall lie in Quay County, New Mexico.

*[remainder of page intentionally left blank]
signatures begin on following page*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized officers.

Wind Operator:

Casa Mesa Wind, LLC,
A Delaware limited liability company

By: _____,
_____, Vice President

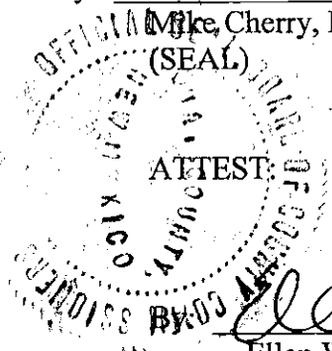
County:

BOARD OF COUNTY COMMISSIONERS,
QUAY COUNTY, NEW MEXICO

By: Franklin McCasland
Franklin McCasland, Chairman

By: Sue Dowell
Sue Dowell, Member

By: Mike Cherry
Mike Cherry, Member



Ellen White
Ellen White, County Clerk

EXHIBIT A

Site Plan

EXHIBIT B

Transportation Route

ROAD USE AND MAINTENANCE AGREEMENT

THIS ROAD USE AND MAINTENANCE AGREEMENT ("**Agreement**") is entered into as of this ____ day of _____, 2017 ("**Effective Date**") by and between Quay County, New Mexico, whose address for purposes of this Agreement is c/o Richard Primrose, County Manager and Larry Moore, Road Supervisor both at P.O. Box 1246, Tucumcari, NM 88401 ("**County**") and FPL Energy New Mexico Wind, LLC, a Delaware limited liability company, whose address for purposes of this Agreement is 700 Universe Boulevard, Juno Beach, Florida 33408 ("**Wind Operator**").

RECITALS

WHEREAS, Wind Operator developed a commercial wind turbine electrical generation facility named the Casa Mesa Wind Project ("**Project**") on a site located in Quay County, New Mexico with approximately one hundred and thirty-six (136) wind turbine generators; and

WHEREAS, Wind Operator has built, operates and currently maintains the Project; and

WHEREAS, in connection with the construction, operation and maintenance of the Project, the Parties desire to address certain issues relating to the roads owned, operated and maintained by the County (collectively, the "**Roads**") over which it will be necessary for Wind Operator and Wind Operator's Representative(s) to, among other things: (i) transport heavy equipment and materials which may be in excess of local design limits of certain Roads, (ii) transport locally sourced materials, such as concrete and gravel, on the Roads; (iii) make specific modifications and improvements (both temporary and permanent) to the Roads (including various associated culverts, bridges, road shoulders and other fixtures) to permit such equipment and materials to pass; and (iv) place overhead and underground electrical and communication cables (collectively "**Cables**") for the Project adjacent to, along, under or across such Roads; and

WHEREAS, Wind Operator and the County wish to set forth their understanding and agreement relating to the use of Roads during the construction and operation of the Project; and

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. Wind Operator will undertake the following activities in accordance with the terms of this Agreement:

a. Designate a company representative with authority to represent Wind Operator. As of the date of the Agreement, the company representative is Christopher Cothran at 561-304-5774.

b. At least fifteen (15) days prior to beginning construction of the Project, provide the County with a preliminary site plan identifying turbine locations, site access points, and road crossings, to be attached as **Exhibit A**, along with the preliminary transportation route for the Project equipment attached as **Exhibit B**, subject to amendment;

c. Provide plans to the County for the widening of any corner radius necessary to facilitate the turning movements of the transport trucks used by Wind Operator during construction of the Project; make any necessary improvements; and at the conclusion of construction, remove any such improvements as the County directs and restore the affected property to its original condition;

d. Notify the designated County representative in advance of all oversize transportation and crane crossings over, across or along any Road;

e. Transport or cause to be transported the oversize loads in a reasonable effort to minimize adverse impact on the local traffic;

f. Provide reasonable advance notice to the County when it is necessary for a Road to be closed due to a crane crossing or for any other reason relating to the construction of the Project. Notwithstanding the foregoing, Wind Operator will provide no less than twenty-four (24) hours' notice when reasonably practicable and will provide all materials necessary to close the Road;

g. Provide signage of all road closures and work zones in compliance with the Manual on Uniform Traffic Control Devices and as may be required by the County;

h. Purchase and deliver applicable road materials for repairs to Roads that are damaged by Wind Operator and/or a Wind Operator Representative during the hauling of materials and/or construction of the Project and bear the reasonable costs to restore any Roads that are damaged by Wind Operator and/or a Wind Operator Representative during the hauling of materials and/or construction of the Project to the condition enjoyed immediately prior to such damage occurring, to the extent reasonably possible;

2. The County, in accordance with the terms of this Agreement, agrees that it shall:

a. Designate a company representative with authority to represent County. As of the date of the Agreement, the company representative is Larry Moore, Road Supervisor at 575-403-7735;

b. Timely perform routine and regular maintenance of the Roads including: grading, striping, routine signage, and regularly scheduled maintenance and repair. During the construction of the Project, Wind Operator shall perform daily maintenance of the Roads, as necessary.

c. Timely review and approve all Project-related access points and road crossings, which are submitted by Wind Operator in **Exhibit A**;

d. Timely review and approve plans for all Project-related utility encroachments on County rights-of way; which are submitted by Wind Operator in accordance with **Exhibit A**;

e. Authorize the County Manager to agree on behalf of County to revisions to **Exhibit A** and the final location of Road crossings, access points, and utility encroachments as revisions are submitted to the County by or on behalf of Wind Operator.

3. Planning Inventory

a. Road Inventory

1. Pre-Construction Inventory. No later than December 1, 2017, the Parties shall jointly perform a survey to record the condition of the pavement surface of the Roads which will be used in the transport of equipment to the Project. During this survey, the entire length of the roads shall be videotaped and if deemed necessary by the parties, photographs may also be taken. In addition, the County will provide Wind Operator, if available, with copies of any plans, cross-sections and specifications relevant to the existing Roads structure. Copies of all pre-construction documentation shall be provided to each of the Parties. Wind Operator will reimburse the County for all costs associated with the Pre-Construction Inventory.

2. Post-Construction Inventory

i. Upon completion of construction of each phase of the Project, representatives of the County and Wind Operator will perform a post-construction inventory, the methods of which shall be similar to those of the Pre-Construction Inventory described above. The two sets of pre and post-construction data will be compared and if there is any wheel lane rutting, cracking or other damage in excess of the original survey, the County and Wind Operator will determine the extent of the repairs or improvements needed to return the roads to a pre-construction condition. All costs associated with the Post-Construction Inventory shall be borne solely by Wind Operator.

ii. Wind Operator shall be obligated to, make any or all repairs necessary to return the roads to a pre-construction condition, at its sole cost and expense. Within ninety (90) calendar days following the completion of the Post-Construction Inventory, Wind Operator shall provide notice to the County identifying those repairs which Wind Operator agrees to undertake and the expected date by which such repairs shall be completed.

b. Routing and Access Approval. As soon as practical after execution of this Agreement and as necessary throughout the construction of the Project, Wind Operator and County shall meet to discuss routing for the transportation of equipment to the Project, Project-related access points, and the County shall review the same in accordance with Sections 2.

4. Mutual Indemnification/Hold Harmless and Liability Insurance Provisions.

a. Indemnity.

1. Each Party (the "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other Party and such other Party's mortgagees, Lenders, officers, employees and agents (the "**Indemnified Party**") against any and all losses, direct or indirect damages (including consequential damages), claims, expenses, and other liabilities, including, without limitation, attorneys' fees, resulting from or arising out of (i) any negligent act or negligent failure to act on the part of the Indemnifying Party or anyone else engaged in doing work for the Indemnifying Party, or (ii) any breach of this Agreement by the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by any negligent or willful act or omission on the part of the Indemnified Party.

2. Wind Operator agrees to indemnify and save harmless County from any claim, action, liability, loss, damage or suit arising or resulting from Wind Operator's use of or operation on the Roads.

b. No Third Party Beneficiaries. In no event shall Wind Operator or any of its members, officers, directors or employees or the County or any of its Boards, officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to any third party for indirect, incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.

c. Required Insurance. Wind Operator shall upon commencement of construction of the Project and for the period of construction of the Project, maintain in full force and effect commercial general liability insurance, in the aggregate amount equal to Three Million Dollars (\$3,000,000). Wind Operator may utilize any combination of primary and/or excess insurance to satisfy this requirement and may satisfy this requirement under existing insurance policies for the Project.

5. Miscellaneous

a. Remedies and Enforcement. The Parties acknowledge that money damages would not be an adequate remedy for any breach or threatened breach of this Agreement. Each of the parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the "**Defaulting Party**"), which default is not caused by the Party seeking to enforce said provisions (the "**Non-Defaulting Party**") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right to seek specific performance and/or injunctive relief to remedy or prevent any breach or threatened breach of this Agreement. The remedies of specific performance and/or injunctive relief shall be exclusive of any other remedy available at law or in equity.

b. Due Authorization. Wind Operator hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Wind Operator. The

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e. Notices. All notices shall be in writing and sent (including via facsimile transmission) to the Parties hereto at the addresses set forth in the Preamble (or to such other address as either such Party shall designate in writing to the other Party at any time).

f. Assignment. This Agreement may not be assigned without the written consent of the Parties, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Wind Operator may assign this Agreement to its affiliates and may collaterally assign this Agreement to any lender in support of the Project.

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m. Litigation. In any litigation arising from or related to this Agreement, the parties hereto each hereby knowingly, voluntarily and intentionally waive the right each may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement. The parties agree that venue for any dispute or matter arising under this Agreement shall lie in Quay County, New Mexico.

*[remainder of page intentionally left blank]
signatures begin on following page*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized officers.

Wind Operator:

FPL Energy New Mexico Wind, LLC,
A Delaware limited liability company

By: _____,
_____, Vice President

County:

BOARD OF COUNTY COMMISSIONERS,
QUAY COUNTY, NEW MEXICO

By: Franklin McCasland
Franklin McCasland, Chairman

By: Sue Dowell
Sue Dowell, Member

By: Mike Cherry
Mike Cherry, Member
(SEAL)

ATTEST

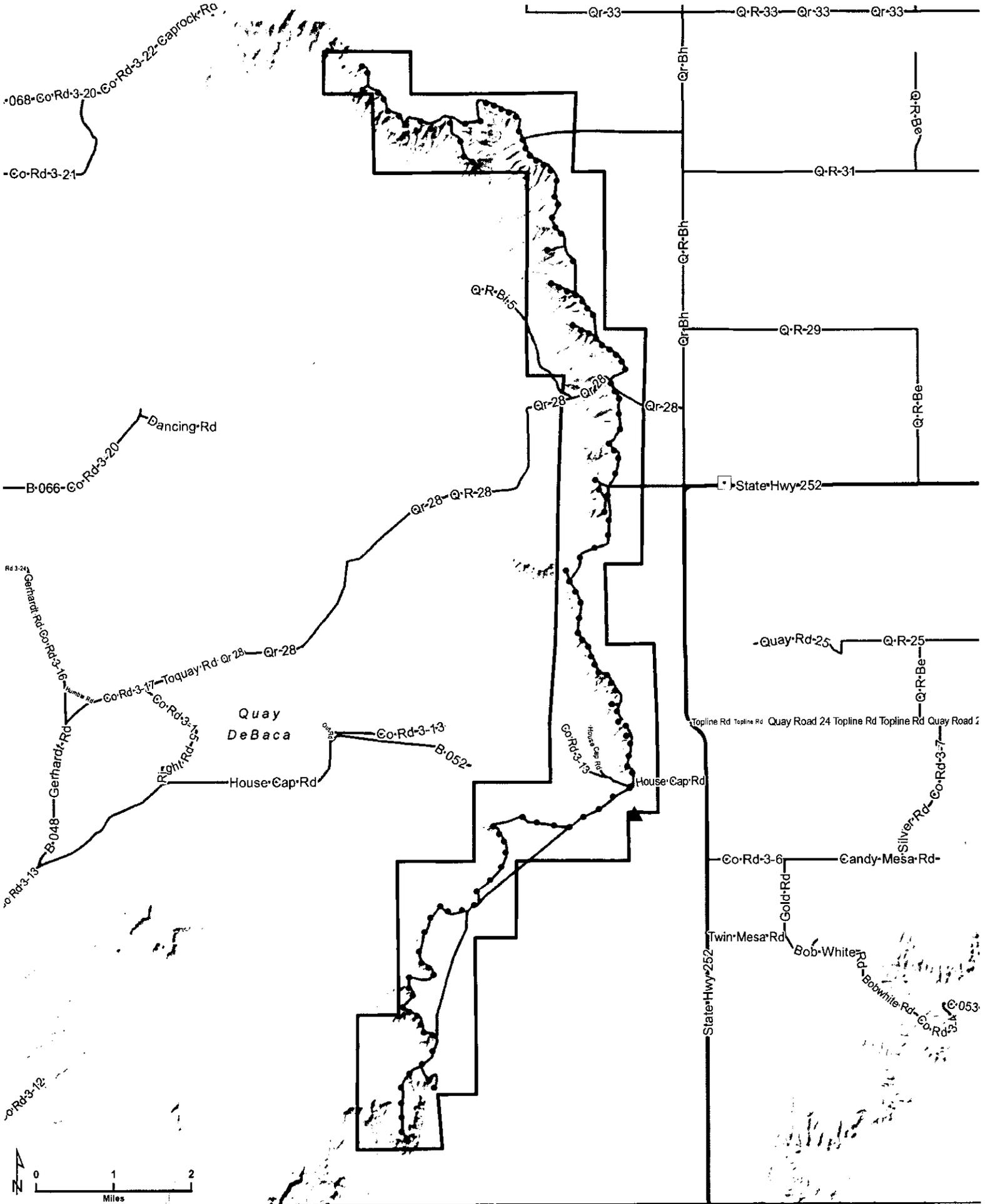
By: Ellen White
Ellen White, County Clerk

EXHIBIT A

Site Plan

EXHIBIT B

Transportation Route



- Turbine
- ▲ POI
- O&M
- Major Road
- State Road
- Private Road
- County Boundary
- ▭ Project Boundary

New Mexico Wind
Draft Site Plan



