

**REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS**

**August 13, 2018**

**9:00 A.M.**

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 13th day of August, 2018 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  
T. J. Riddle and Ruth Nelson, Tucumcari Rawhide Days  
Rachel Burch, Quay County Sheriff Administrative Assistant  
Dick Smith and Vickie Gutierrez, Trigg Memorial Hospital Administration  
Craig Cosner, Trigg Memorial Hospital Board President  
Renee Hayoz, Presbyterian Medical Services Administrator  
Gail Houser, Tucumcari Main Street  
Steven Hansen, Quay County Sun  
Cheryl Simpson, Quay County Manager's Office

Chairman Franklin McCasland called the meeting to order. Rachel Burch led the Pledge of Allegiance.

Chairman McCasland asked those in attendance to allow for a brief moment of silence for some great men in our community that passed away recently. Thomas Garcia, Bob White and Homer Farrow were honored with a moment of silence.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the minutes from the July 23, 2018 regular session as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye"

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the agenda as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".



Chairman McCasland called the Public Hearing to order for the purpose of updating the Quay County Infrastructure Capital Improvement Plan (ICIP). Time noted 9:05 a.m.

#### PUBLIC HEARING

Chairman McCasland closed the Hearing. Time noted 9:15 a.m. A copy of the proposed Plan is attached and made a part of these minutes.

**PUBLIC COMMENTS:** Commissioner Dowell asked Steve Hansen to offer the Commission's sincere condolences in the loss of Thomas Garcia, Quay County Sun Reporter.

**ONGOING BUSINESS:** NONE

**NEW BUSINESS:**

Chairman McCasland presented for consideration Proposed Ordinance No. 54; An Ordinance Adopting a Special County Hospital Gross Receipts Tax.

Commissioner Cherry informed those in attendance this tax, if passed, is a continuance of an existing tax. Cherry asked Dick Smith and Vickie Gutierrez to make sure that message gets conveyed to the citizens.

Commissioner Dowell reiterated the importance of positive marketing with this being the first time this question will appear on a General Election ballot. Dowell said she's been approached by concerned citizens that often tax questions aren't voted for favorably when on the General Election ballot.

Smith and Gutierrez stated Presbyterian Marketing and the local providers and employees are working diligently on marketing.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve Proposed Ordinance No. 54, as presented. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

County Clerk, Ellen White stated the publications for this Ordinance are scheduled and final approval of this Ordinance will be on the August 24<sup>th</sup> regularly scheduled meeting.

Craig Cosner, Trigg Memorial Hospital Board President thanked Ellen White, Richard Primrose and the Commissioners for their diligent efforts to get this Ordinance placed on the General Election ballot.

Renee Hayoz, Presbyterian Medical Services Administrator presented the monthly RPHCA Report for July, 2018. Hayoz reported they have recently hired an additional provider that will begin serving clients on October 22. A copy of the RPHCA Report is attached to these minutes.

Tyler Niedermeyer, 4 Rivers Equipment, and his guest joined the meeting. Time noted 9:30 a.m.

T. J. Riddle and Ruth Nelson, representing Tucumcari Rawhide Days requested approval of use of the entire Quay County Fairgrounds area, arena and exhibit center for the week of May 1 through May 6 at no cost to the event sponsors. In addition, a donation of \$4,000.00 was requested as a sponsor fee.

The following questions and concerns were asked by the Commissioners:

1. Commissioner Cherry asked how many vendors they are expecting. Nelson stated 65 vendors inside the Exhibit Center and 12 food vendors outside.
2. Commissioner Dowell asked how they would be hosting the banquet if the Exhibit Center was filled with vendors. Riddle replied it would be an "ole fashion dinner" in the dirt area on the south side of the Center. Nelson added they will be exploring the idea of bringing in some type of portable floor for the dance.
3. Chairman McCasland said he has a concern regarding waiving the fees and exactly what is expected of County Staff after fees have been waived. McCasland stated he would like to table action on waiving the fees until a rental agreement can be made specifically for non-profit groups use of the facility and expectations of both parties. McCasland noted the budget approved by the County this year allowed for the sponsorship donation of \$3,000.00.

A MOTION was made Mike Cherry, SECONDED by Sue Dowell to table action on this item until a rental agreement explaining guidelines for waiving fees has been established. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

Chairman McCasland called for a break. Time noted 9:40 a.m.  
Return to regular session. Time noted 9:50 a.m.

Rachel Burch, Quay County Sheriff Administrative Assistant presented the monthly report of the Sheriff's Office, ending July 31, 2018. A copy of said Report is attached and made a part of these minutes.

Patsy Gresham, Quay County Treasurer joined the meeting. Time noted 9:55 a.m.

Larry Moore, Quay County Road Superintendent presented the following items:

1. Requested approval of a Contract between Stantec and Quay County for engineering services on Quay Road AR, including drainage improvements. Costs of the project are being approved up to an amount of \$34,269.30 plus GRT. It was noted Stantec was formerly known as OCCAM Engineers and Engineers, Inc. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Contract. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy is attached.
2. Requested approval of two new lease agreements from John Deere, Inc./4 Rivers Equipment. Two lease quotes were presented for identical 770G Motor Graders.

Specifics of the pieces of equipment and terms is attached for reference. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

3. School Bus Project, Route 66/Quay Road K has been closed out and documentation will be hand delivered this week to John Herrera, LGRF Coordinator.
4. A request for millings has been submitted to Heather Sandoval, District 4 Associate Engineer, to be used on the upcoming School Bus Projects in San Jon. (1/2 mile on QR 60; 2 miles on QR 64; 2 miles on QR 65)
5. Paperwork for the Capital Outlay/CDBG Project (Quay Road AR) has been completed.
6. The 2017-2018 COOP Project on Quay Road 60 was completed on August 9. Closeout documents will be prepared and delivered this week to John Herrera at the RPO meeting Wednesday in Las Vegas, NM.
7. Quay Road AI, CAP Project, will begin with hauling chips starting tomorrow to the project site. Commissioner Dowell stated some quick attention is needed to a large pothole after recent rains on the north side of the bridge.
8. Blade reports for July were distributed and are attached to these minutes.

Richard Primrose, Quay County Manager presented the following correspondence:

1. Five Mile Park Design Workshop being held on August 14 from 5:00 p.m. to 8:00 p.m. at Mesalands Community College Great Room.
2. Received a Thank-You note from Gail Houser for support of Tucumcari Mainstreet Fired-Up Event. Houser stated the event is coming together and is expected to exceed last years participation. The event is scheduled for September 29.
3. Received a letter of correspondence from New Mexico Counties regarding statewide items of interest.
4. Friday, August 24 is the date of the next Quay County Commission Meeting.
5. Quay County Fair is being held this week.
6. Ute Water Commission held a meeting. Items of interest included the eradication of Salt Cedars and a new agreement to be proposed in 2020 for reservation of water.

#### ACCOUNTS PAYABLE:

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the expenditures included in the Accounts Payable Report ending August 9, 2018. 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

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to go into Executive Session pursuant to the Open Meetings Act pursuant to Section 10-15-1(H)7 to discuss Threatened or Pending Litigation. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye".

Time noted 10:15 a.m.

-----EXECUTIVE SESSION-----

Return to regular session. Time noted 11:00 a.m.

A MOTION was made by Mike Cherry, SECONDED by Chairman McCasland stating only Threatened or Pending Litigation was discussed during Executive Session. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye".

NO ACTION WAS TAKEN FOLLOWING EXECUTIVE SESSION.

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 11:05 a.m.

Respectfully submitted by Ellen White, County Clerk.

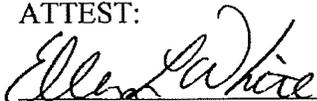
BOARD OF QUAY COUNTY COMMISSIONERS

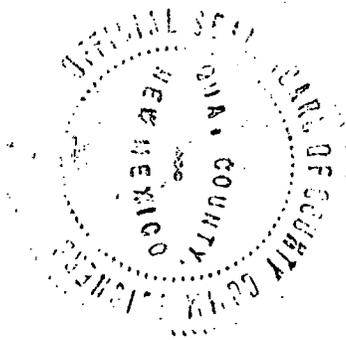
  
Franklin McCasland

  
Sue Dowell

  
Mike Cherry

ATTEST:

  
Ellen L. White, County Clerk



**Clinic/Program Name:** Quay County Family Health Center  
**Month Reported:** July 2018

**Monthly RPHCA Narrative Report**

*Please provide brief but detailed information for the following questions. Answer all questions or mark N/A.*

- 1. Please describe any changes in the types of services provided during the month reported. Describe any discussions about adding new services**

The clinic has been working with inter agency locums to provide assistance during this time of being short a NP. An agency locum was hired and began working on July 16. A NP to fill our vacancy has been selected and has signed the contract, she is currently completing her licensure and other necessary requirements to begin working at PMS QCFHC.

- 2. Please describe any difficulties encountered in providing services during the month reported. What were the causes of the difficulties?**

The agency locum was not a good fit for the clinic and was relieved her contract on July 20. QCFHC is still utilizing inter agency locums to provide assistance in coverage.

- 3. Were there any changes in the encounters (+ or - 10%) from the previous month reported? Please explain any causes for the changes.**

Encounters are low this month due to the holiday, Provider PTO and being short a provider.

- 4. Please describe any changes in the staffing pattern (regardless of the position or the change in FTE).**

Nationally Certified MA II was hired and started on July 2.  
A NP has been hired. Tentative start date is October 22.

- 5. Please describe recruitment efforts for any positions. Which positions? What actions have been taken?**

All positions have been filled.

- 6. Were there any changes to the hours? Explain.**

No changes were made. Hours continue to be 7:00 AM – 5:30 PM, Monday through Friday.

- 7. What efforts did you make to collaborate with local and statewide entities?**

-Administrator and Regional Director attended the Quay Co Commissioner Meeting on 07/09

-The Senior Centers in the communities of House, San Jon and Tucumcari were visited and senior services were provided.

8. **Please describe any methods for increasing clinic utilization that your program and staff are engaging in.**

Site continues to provide care at the Quay County Detention Center.

9. **Please describe the outreach activities your program and staff provided to the community during the month reported.**

Due to several employees on vacation, training of new staff and being short a provider, outreach activities were limited for the month

10. **Have you received any new funding? Are you aware of any new funding opportunities? Please describe any new initiatives or projects that have been implemented.**

None at this time.

**Please note the date of the last advisory board meeting AND THE AGENDA ITEMS DISCUSSED.**

Meeting was held on June 26, 2018

PMS Board Report -  
Recruitment of New Members-  
Regional Goals-  
Clinic Update-  
Home Visiting Update -  
Updated Advisory Meeting Dates-

**RPHCA Program  
Monthly Level of Operations Form**

revised 7/7/15

|                                                                     |                                                                           |                             |                   |
|---------------------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------|-------------------|
| <b>Organization Name: Presbyterian Medical Services</b>             |                                                                           | <b>Contract #</b>           | 18774             |
| <b>Reporting Site: Quay County Family Health Center</b>             |                                                                           | <b>Report Month/Year:</b>   | 07/01/18          |
| <b>Action Plan Item</b>                                             |                                                                           | <b>Actual Monthly Level</b> |                   |
| <b>Level of Operations</b>                                          | <b>Total Number of Primary Care Encounters</b>                            | 292                         |                   |
|                                                                     | <b>By Provider Type:</b>                                                  |                             |                   |
|                                                                     | Physician Encounters                                                      | 22                          |                   |
|                                                                     | Midlevel Practitioner Encounters                                          | 224                         |                   |
|                                                                     | Dentist Encounters                                                        |                             |                   |
|                                                                     | Dental Hygienist Encounters                                               |                             |                   |
|                                                                     | Behavioral Health Encounters                                              |                             |                   |
|                                                                     | All Other Licensed/Certified Provider Encounters                          | 46                          |                   |
|                                                                     | <b>By Payment Source:</b>                                                 |                             |                   |
|                                                                     | Sliding Fee Encounters - Medical/Behavioral Health                        |                             |                   |
|                                                                     | Sliding Fee Encounters - Dental                                           |                             |                   |
|                                                                     | Medicaid Encounters - Medical/Behavioral Health                           |                             |                   |
|                                                                     | Medicaid Encounters - Dental                                              |                             |                   |
|                                                                     | County Indigent Encounters                                                |                             |                   |
|                                                                     | Other 3 <sup>rd</sup> Party Encounters                                    |                             |                   |
| Medicare Encounters                                                 |                                                                           |                             |                   |
| 100% Self Pay (non-discounted/non-3 <sup>rd</sup> party) Encounters |                                                                           |                             |                   |
| <b>Unduplicated Number of Users</b>                                 | <b>Total # of unduplicated users</b>                                      | 327                         |                   |
|                                                                     | At or Below Poverty                                                       | 226                         |                   |
|                                                                     | Between Poverty and 200% of Poverty                                       | 92                          |                   |
|                                                                     | Above 200% of Poverty                                                     | 9                           |                   |
| <b>Staffing Level</b>                                               | <b>Administrative Staff</b>                                               | 3.2                         |                   |
|                                                                     |                                                                           | <b>Clinical FTEs</b>        | <b>Admin FTEs</b> |
|                                                                     | Physicians                                                                | 0.05                        | 0.15              |
|                                                                     | Certified Nurse Practitioners                                             | 1                           |                   |
|                                                                     | Physician Assistants                                                      |                             |                   |
|                                                                     | Certified Nurse Midwives                                                  |                             |                   |
|                                                                     | Dentists                                                                  |                             |                   |
|                                                                     | Dental Hygienists                                                         |                             |                   |
|                                                                     | Behavioral Health Professionals                                           |                             |                   |
|                                                                     | Community Health Workers                                                  |                             |                   |
|                                                                     | Clinical Support Staff                                                    | 2.2                         |                   |
| All Other Staff                                                     | 0.5                                                                       |                             |                   |
| <b>Prior Month's Primary Care Financial Information</b>             | <b>Please enter the month being reported: June</b>                        |                             |                   |
|                                                                     | <b>Total Primary Care Revenues - all sources</b>                          | 52,924                      |                   |
|                                                                     | Sliding Fee Revenues - Medical                                            | 3,116                       |                   |
|                                                                     | Sliding Fee Revenues - Dental                                             | 0                           |                   |
|                                                                     | Medicaid Revenues - Medical                                               | 21,629                      |                   |
|                                                                     | Medicaid Revenues - Dental                                                | 0                           |                   |
|                                                                     | County Indigent Fund Revenues                                             | 0                           |                   |
|                                                                     | Other 3 <sup>rd</sup> Party Revenues                                      | 495                         |                   |
|                                                                     | Medicare Revenues                                                         | 8,309                       |                   |
|                                                                     | 100% Self Pay (non-discounted/non-3 <sup>rd</sup> party) Patient Revenues | 164                         |                   |
|                                                                     | Contracts/Grants Revenues (including RPHCA)                               | 19,211                      |                   |
|                                                                     | <b>Total Primary Care Expenditures</b>                                    | 61,064                      |                   |
|                                                                     | <b>Total Primary Care Charges</b>                                         | 61,038                      |                   |
| Sliding Fee Discounts - Medical                                     | 7,635                                                                     |                             |                   |
| Sliding Fee Discounts - Dental                                      | 0                                                                         |                             |                   |
| <b>Prepared by: C Renee Hayoz</b>                                   |                                                                           | <b>8/8/2018</b>             |                   |

July 31, 2018

Quay County Sheriff's Office monthly report.

Calls for Service

| Month Reported | Count |
|----------------|-------|
| January        | 87    |
| February       | 76    |
| March          | 120   |
| April          | 109   |
| May            | 116   |
| June           | 101   |
| July           | 97    |
| August         |       |
| September      |       |
| October        |       |
| November       |       |
| December       |       |

Civil Process

| Month Received | Count |
|----------------|-------|
| January        | 72    |
| February       | 63    |
| March          | 81    |
| April          | 71    |
| May            | 35    |
| June           | 48    |
| July           | 64    |
| August         |       |
| September      |       |
| October        |       |
| November       |       |
| December       |       |

Prisoner Transports

| Month Reported | Count |
|----------------|-------|
| January        | 11    |
| February       | 15    |
| March          | 15    |
| April          | 6     |
| May            | 16    |
| June           | 10    |
| July           | 11    |
| August         |       |
| September      |       |
| October        |       |
| November       |       |
| December       |       |

Arrest

| Month Arrested | Count |
|----------------|-------|
| January        | 19    |
| February       | 8     |
| March          | 4     |
| April          | 12    |
| May            | 15    |
| June           | 13    |
| July           | 9     |
| August         |       |
| September      |       |
| October        |       |
| November       |       |
| December       |       |

Citations

| Month Issued | Count |
|--------------|-------|
| January      | 17    |
| February     | 8     |
| March        | 13    |
| April        | 71    |
| May          | 12    |
| June         | 21    |
| July         | 6     |
| August       |       |
| September    |       |
| October      |       |
| November     |       |
| December     |       |

Traffic Stops

| Month Occurred | Count |
|----------------|-------|
| January        | 63    |
| February       | 31    |
| March          | 56    |
| April          | 109   |
| May            | 53    |
| June           | 47    |
| July           | 22    |
| August         |       |
| September      |       |
| October        |       |
| November       |       |
| December       |       |

|                                           | Deputy | Year | UNIT# | Total Mileage |
|-------------------------------------------|--------|------|-------|---------------|
| Seven full time Law Enforcement Deputies. | Q-1    | 16   | 6749  | 96805         |
| 1 Sheriff                                 | Q-2    | 18   | 7016  | 15088         |
| 1 Under Sheriff                           | Q-3    | 16   | 7213  | 32836         |
| 4 Deputies                                | Q-4    | 15   | 7997  | 14666         |
|                                           | Q-5    | 15   | 9874  | 15544         |
|                                           | Q-6    | 14   | 0262  | 57313         |
|                                           | Q-7    |      |       |               |



now



**Stantec Consulting Services Inc.**  
1601 Camino del Coronado, Tucumcari NM 88401-5001

July 20, 2018

Quay County  
300 South 3<sup>rd</sup> Street  
Tucumcari, New Mexico 88401

**Reference: Quay Road AR Road & Drainage Improvements**

Mr. Richard Primrose,

Occam Engineers Inc. now Stantec is thankful for the opportunity to serve our community with professional services for your upcoming project, *Quay Road AR Road Surfacing and Drainage Improvements*. The full project will begin just North of the intersection with Quay Road 63 at approximately Latitude 35.1722° N and Longitude 103.7728° W and will end approximately 40 feet north of the intersection with Quay Road 64.5, Latitude 35.1939° N and Longitude 103.7728° W.

**Scope:**

**Topo Survey:** The Topographic Survey will include field survey of the road segment described above. The majority of the project will include limited topographic information consistent with the design concept of leaving the existing road and ditch profiles with the exception of approximately 1300 linear feet of road south of Cedar Breaks Road in which fill topographic information will be collected within the ROW allowing road and ditch design. This segment of the road will include the collection of utilities as located by others, drainage structures, driveways and other topographic features. The areas where new drainage structures are to be installed may require potholing of the utilities to define location and elevation. Potholing is not included in the services. It is assumed that the County will coordinate and obtain those elevations when needed during design.

**Environmental:** Environmental services include the preparation and submittal of the Environmental Checklist for the CDBG/DFA. Additional services, such as archaeological or biological surveys are not included and will require a contract amendment if needed.



now



**Stantec Consulting Services Inc.**  
1601 Camino del Coronado, Tucumcari NM 88401-5001

Paving Design: The pavement design will include 4 cores of the existing roadway and subgrade to a depth of four feet. The geotechnical test results will be used to make design recommendations for the Lithitech and chip seal pavement section.

Preliminary Drainage: The preliminary drainage study will include site investigation of the existing drainage patterns, interview with any residents that have complained of flooding, soils assessment, rainfall data, hydrological study and recommendations prepared in a preliminary drainage report. The focus area for this report is the 1300 LF section of Quay Road AR south of Cedar Breaks Road and no other portions of the road will be studied.

Fee:

|                      |                      |          |
|----------------------|----------------------|----------|
| Topo Survey          | \$11,579.84          | Lump Sum |
| Environmental        | \$ 5,000.00          | Hourly   |
| Paving Design        | \$10,563.60          | Hourly   |
| Preliminary Drainage | \$ 7,125.87          | Lump Sum |
| Total                | \$34,269.30 Plus GRT |          |

The above total does not include other design, bid, and construction services required to complete the project. Those items will need to be added at a later date once additional project funding is secured.

Best regards,

**Stantec Consulting Services Inc.**

Attached: Terms and Conditions of the contract



now



Stantec Consulting Services Inc.  
1601 Camino del Coronado, Tucumcari NM 88401-5001

"By signing below, the client acknowledges that it has read, accepts to the term and conditions attached hereto and that the terms and conditions, together with this proposal, constitute the contract, and further the client hereby authorizes Stantec to proceed with the services herein described."

Name of Engineering Firm

Stantec Consulting Services Inc.  
1601 Camino del Coronado  
Tucumcari, New Mexico 88401  
8840187035

Name of Client

Quay County  
300 South 3<sup>rd</sup> Street  
Tucumcari, New Mexico

Walter Davis, PE 7/20/18  
Signature Date

Franklin McCall 8/13/18  
Signature Date





The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

**DESCRIPTION OF WORK:** Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

**DESCRIPTION OF CLIENT:** The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

**TERMS AND CONDITIONS:** No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

**COMPENSATION:** Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

**NOTICES:** Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

**TERMINATION:** Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.

**ENVIRONMENTAL:** Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

**PROFESSIONAL RESPONSIBILITY:** In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

**LIMITATION OF LIABILITY:** The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant. It is further agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the SERVICES or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

**INDEMNITY FOR MOLD CLAIMS:** It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Consultant knowingly encounters any such substances, Consultant shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Consultant, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Consultant harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Consultant. Consultant and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

**DOCUMENTS:** All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such



consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

**FIELD SERVICES:** Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

**GOVERNING LAW/COMPLIANCE WITH LAWS:** The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**DISPUTE RESOLUTION:** If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

**ASSIGNMENT:** The CLIENT and Consultant shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

**SEVERABILITY:** If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.



**JOHN DEERE**

**4 Rivers Equipment  
2301 Candelaria Rd NE  
Albuquerque, NM 87107  
505-263-9165**

Salesperson: **Tyler Niedermeyer**  
Phone: **505-263-9165**  
Date: **7/26/2018 3:40:35 PM**

Quote For: **QUAY COUNTY**

**TUCUMCARI, NM**

Equipment Description: **770 A. See attached -**

**Sale Price - \$295,992.85**

**Interest Rate - 5.5%**

**Includes PM for duration of Lease**

**Lease Quote**

|                              |                      |
|------------------------------|----------------------|
| Contract Date:               | <b>07/26/2018</b>    |
| Number of Payments:          | <b>60</b>            |
| Term (months):               | <b>60</b>            |
| Purchase Option Amount:      | <b>\$ 154,184.18</b> |
| Purchase Option Date:        | <b>07/26/2023</b>    |
| Number of Advanced Payments: | <b>0</b>             |
| Payment Frequency:           | <b>Monthly</b>       |
| Payment Amount:              | <b>\$ 3,415.38</b>   |

This quote is valid until the Contract Date shown above.

*Thank you for using John Deere Financial.*



**JOHN DEERE  
FINANCIAL**

**CUSTOMER COPY**



**JOHN DEERE**

Salesperson: Tyler Niedermeyer

Phone: 505-263-9165

Date: 8/9/2018 3:41:48 PM

Quote For: **QUAY COUNTY**

**TUCUMCARI, NM**

Equipment Description:

Sale Price - \$295,992.85

Interest Rate - 5.5%

Includes PM for duration of Lease - 500 Hours per year

**Lease Quote**

|                              |               |
|------------------------------|---------------|
| Contract Date:               | 08/09/2018    |
| Number of Payments:          | 60            |
| Term (months):               | 60            |
| Purchase Option Amount:      | \$ 177,493.33 |
| Purchase Option Date:        | 08/09/2023    |
| Number of Advanced Payments: | 0             |
| Payment Frequency:           | Monthly       |
| Payment Amount:              | \$ 3,076.99   |

This quote is valid until the Contract Date shown above.

*Thank you for using John Deere Financial.*



**JOHN DEERE  
FINANCIAL**

**CUSTOMER COPY**

## Equipment Details

**Prepared For:** QUAY COUNTY

**Dealership:** TYLER NIEDERMEYER  
 4 RIVERS EQUIPMENT, LLC  
 2301 CANDELARIA RD NE  
 ALBUQUERQUE, NM 871072038  
 Phone: 5058842900

Date July 13, 2018

Offer Expires: 7-27-2018

All amounts are displayed in USD

### 770G MOTOR GRADER

| Code  | Description       | Qty | List Price |
|-------|-------------------|-----|------------|
| 8460T | 770G MOTOR GRADER |     |            |

#### Options

**Required Items:**

|      |                                                                                                                                                                                     |   |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 1140 | John Deere PowerTech PSS 9.0L meets EPA FT4 Emissions<br>255 Net Peak hp<br>For use only in areas where EPA Final Tier 4 is required.<br>Requires engine exhaust code 1830 or 1840. | 1 |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|

- Automatic Exhaust Filter Regeneration
- Automatic Hydraulic Reversing Fan
- Series Turbo Chargers
- Cooled Exhaust Gas Recirculation
- 4 Valves / Cylinder
- Wet Sleeve Cylinder Liners
- ECO Mode
- Auto-Idle and Programmable Auto-Shutdown
- Automatic Starter Overload Protection
- Electronically Controlled HPCR Fuel Delivery System, B20
- Biodiesel Compatible
- Electric Fuel Priming System
- 10-Micron Primary Fuel Filter/Water Separator, 500 hour
- 2-Micron Final Fuel Filter, 500 hour
- Inline Fuel Strainer
- Spln-on Oil Filter, 500 hour
- Oil crankcase filter, Lifetime
- Auto-Tensioned Serpentine Belt
- Under Hood Dual Element Air Cleaner with Restriction Indicator
- Engine Intake Rotary Ejector Precleaner

1830

1

|      |                                                                                                                                                                                                                                                                                                                                                                                                                       |   |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
|      | Engine Exhaust with Flat Black Stack (EPA FT4 only)<br>Requires engine code 1140.                                                                                                                                                                                                                                                                                                                                     |   |
| 1410 | Standard Fuel & Water Filtration                                                                                                                                                                                                                                                                                                                                                                                      | 1 |
| 1320 | No Quick Service Group                                                                                                                                                                                                                                                                                                                                                                                                | 1 |
| 1020 | Armrest Fingertip Controls<br>Grade Pro Armrest Controls Include:<br>* Fingertip controls with industry standard control pattern<br>* Automated Cross Slope control<br>* Integrated grade control (Contact TOPCON, Trimble, or Leica for full install requirements)<br>* Return-to-Straight<br>* Armrest steering control AND conventional steering wheel                                                             | 1 |
|      | Requires alternator code 1220 or 1240 and cab code 5060 or 5070.<br>Includes seat code 6140 and grade pro controls code 6650.                                                                                                                                                                                                                                                                                         |   |
| 5060 | Grade Pro Low Cab w/ Lower Front and Side Opening Windows<br>Requires configuration code 1020 or code 1030 and seat code 6140.<br>Requires (1) T244325 bracket to optionally move monitor to the RH door post.                                                                                                                                                                                                        | 1 |
| 8820 | No Rear Camera                                                                                                                                                                                                                                                                                                                                                                                                        | 1 |
| 8210 | Exterior Mounted Rearview Mirrors                                                                                                                                                                                                                                                                                                                                                                                     | 1 |
| 8410 | AM/FM Radio with Aux and Weather Band (WB)                                                                                                                                                                                                                                                                                                                                                                            | 1 |
| 8310 | Lower Front Intermittent Wiper & Washer                                                                                                                                                                                                                                                                                                                                                                               | 1 |
| 6030 | No Powered Cab Air Precleaner                                                                                                                                                                                                                                                                                                                                                                                         | 1 |
| 6140 | Grade Pro Premium Heated, Leather/Fabric, High-Wide Back Air Suspension Seat<br>For use with cab codes 5060 & 5070.<br>This seat does not include a headrest. If a headrest is desired, please order AT361342 from service parts.                                                                                                                                                                                     | 1 |
| 8730 | No Sound Absorption Package<br>Requires engine code 1140.                                                                                                                                                                                                                                                                                                                                                             | 1 |
| 6585 | Grade Pro Controls w/1 Front Auxiliary Function AND 1 Rear Auxiliary Function<br>Requires code 1020 OR 1030<br>Includes Base functions plus 2 auxiliary - 1 front and 1 rear auxiliary functions w/ float control and plumbing for Scarifier / Ripper applications.<br>Fingertip controls include left AND right hand lever control<br>4 independent proportional rollers are reconfigurable for auxiliary functions. | 1 |
| 6650 | Grade Pro Controls - Left Side<br>Requires code 1020 or code 1030.<br>Accompanies GRADE PRO CONTROLS - RIGHT SIDE order code selection.                                                                                                                                                                                                                                                                               | 1 |
| 8510 | Air Conditioner Refrigerant Charged                                                                                                                                                                                                                                                                                                                                                                                   | 1 |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |   |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 5815 | Hydrau<br>Broad ambient operating temperatures.<br>Operating range:<br>-25°C to 50°C<br>-13°F to 122°F                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1 |
| 1610 | Hydraulic Pump Disconnect<br>Required with engine code 1140.<br>Required for Russia.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1 |
| 170C | JDLINK Ultimate Cellular - 5 Years<br>Includes JDLINK hardware: integrated cab wiring harness, antenna, 4G LTE modular telematics gateway (MTG), Wi-Fi data transfer, Blue Tooth capability and JDLINK Ultimate activation.<br><br>JDLINK utilizes cellular and satellite technology infrastructure that is outside the control of John Deere. Changes to that infrastructure may require customers to purchase compatible JDLINK hardware to restore functionality.<br><br>Includes 5 year subscription. Annual subscription renewal required after 5 years for continued functionality. JDLINK customer account must be created to access JDLINK Ultimate data. Go to <a href="http://www.StellarSupport.com">www.StellarSupport.com</a> to renew or update JDLINK subscriptions.<br>Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at <a href="http://www.JohnDeere.com/Agreements">www.JohnDeere.com/Agreements</a> . If these terms and conditions are not agreeable do not proceed and do not use the service. | 1 |
| 2810 | Single Input Gearbox without Slip Clutch                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 1 |
| 2060 | 14 Ft. x 24 In. x 7/8 In. (4.27M x 610mm x 22mm) w/ 8 In. x 3/4 In. (203 x 19mm) Cutting Edge & 5/8 in. (16mm) Hardware                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1 |
| 1920 | No Blade Impact Absorption System                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 1 |
| 7160 | Deluxe Grading Lights (18 Halogen Lights)<br>Includes light code 7130 Grading Lights plus (8) additional work lights (4 - corner cab, 2 - front cab, and 2 - right-side cab roof).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1 |
| 8110 | 24-to-12 Volt Converter (15 amps peak / 10 amps continuous)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1 |
| 1240 | Dual 100 Amp Alternators (200 Amp total)<br>Requires engine code 1140.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1 |
| 6720 | Front Scarifier<br>Includes Front Hydraulics, plumbing and hoses<br>Scarifier with 2 pitch positions and 9 shank pockets<br>Five 1 x 3 inch Scarifier Shanks w/teeth<br>If additional shanks are desired order (1) each of T6Y5230 Tooth, T114792 Shank and T104223 Retainer for each set.<br>Can not be used with 6550 Hydraulics.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1 |
| 6810 | Rear Mounted Ripper/Scarifier Combination with Rear Hitch and Pin                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 1 |

Includes Rear mounted Ripper/Scarifier with rear hitch and pin.  
 NeverGrease Pin Joints.  
 Three 2 x 5 in. Ripper Shanks w/teeth.  
 Does not include Scarifier Shanks w/teeth (offered in code 9430: (9) Extra Scarifier Shanks w/Teeth For Rear Ripper/Scarifier)  
 Can not be used with codes 6550, 6560 or 6610.  
 Recommend Front Push Block (or other front equipment) for proper weight distribution and performance.

|      |                                                                                                                                           |   |
|------|-------------------------------------------------------------------------------------------------------------------------------------------|---|
| 5510 | Autoshift Transmission                                                                                                                    | 1 |
| 5710 | Transmission Solenoid Valve Guard<br>Required with engine code 1140.<br>Required for Russia.<br>Recommended for snow plowing applications | 1 |
| 4924 | No Brand Preference                                                                                                                       | 1 |
| 7820 | No Front Fenders                                                                                                                          | 1 |
| 2605 | English Labels and Decals                                                                                                                 | 1 |
| 2575 | No Grade Control Base Kit Installed                                                                                                       | 1 |
| 2775 | No Topcon 3D GPS Grade Control System installed                                                                                           | 1 |

**Optional Items:**

|      |                                                                                                                              |   |
|------|------------------------------------------------------------------------------------------------------------------------------|---|
| 9130 | Rear Retractable Sun Shade                                                                                                   | 1 |
| 9210 | Decelerator                                                                                                                  | 1 |
| 9298 | Beacon with Flip Down Cab Beacon Bracket (RH)<br>Includes beacon and bracket.<br>Order codes 9298 and 9299 for dual beacons. | 1 |
| 9220 | 5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher                                                                  | 1 |
| 9280 | Slow Moving Vehicle (SMV) Sign                                                                                               | 1 |
| 9724 | 17.5R25 L2 1 STAR NO BRAND PREFERRED WITH 3PC RIM                                                                            | 1 |

**Configuration Total:**

**\$456,842.05**

**Summary**

| <b>Equipment Totals (includes "Other Charges")</b> | <b>Qty</b> | <b>Each</b>  | <b>Extended</b>     |
|----------------------------------------------------|------------|--------------|---------------------|
| 770G MOTOR GRADER                                  | 1          | \$456,842.05 | \$456,842.05        |
| <b>Total Equipment Group Price:</b>                |            |              | <b>\$456,842.05</b> |

**Additional Charges**

|                     |     |        |
|---------------------|-----|--------|
| Freight:            | +/- | \$0.00 |
| Setup & Delivery:   | +/- | \$0.00 |
| Discounts:          | +/- | \$0.00 |
| Trade In Allowance: | +/- | \$0.00 |
| Extended Warranty:  | +/- | \$0.00 |

|                                  |     |               |
|----------------------------------|-----|---------------|
| Taxes:                           | +/- | \$0.00        |
| <b>Total Additional Charges:</b> |     | <b>\$0.00</b> |

|                               |          |                     |
|-------------------------------|----------|---------------------|
| <b>Total Delivered Price:</b> | <b>1</b> | <b>\$456,842.05</b> |
|-------------------------------|----------|---------------------|

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Price and availability subject to change without notice. Taxes, extended warranty and freight charges are extra.  
Some additional charges may apply.

| <b>DATE/18</b> | <b>NAME</b> | <b>ROAD BLADED</b> | <b>BLOCKS</b> | <b>MILES</b> | <b>ADDITIONAL WORK TO ROAD</b> |
|----------------|-------------|--------------------|---------------|--------------|--------------------------------|
| 08/01/18       | DONALD      | QUAY ROAD 36       | 3500-4050     | 5.50         |                                |
|                | DONALD      | QUAY ROAD 34       | 3500-3675     | 1.75         |                                |
|                | LOUIS       | QUAY ROAD J        | 6600-7000     | 4.00         |                                |
|                | LOUIS       | QUAY ROAD 72       | 1100-1400     | 3.00         |                                |
| 08/02/18       | ARMANDO     | QUAY ROAD 61       | 2800-3100     | 3.00         |                                |
| 08/06/18       | DONALD      | QUAY ROAD 35       | 5100-5200     | 1.10         |                                |
|                | DONALD      | QUAY ROAD BC       | 3300-3700     | 4.00         |                                |