

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
FEBRUARY 11, 2019

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session January 28, 2019

Approval/Amendment of Agenda

Public Hearing

Darla Munsell, CDBG Coordinator

- **Close Out Grant No. 16-C-RS-I-06-G-101**

Planning Grant: Update Comprehensive Plan and Phase One Asset Management Plan

Public Hearing Adjourned

Public Comment

Ongoing Business

New Business

I. Ellen White, Quay County Clerk

- **Canvass of 2019 Tucumcari School Mill Levy Tax Question**
- **Request Approval of Voting Machine Technician Contract**
- **Appointment of 2019-2020 Board of Registration**

II. T.J. Riddle, Tucumcari Rawhide Days

- **Request Approval of QC Fairground Agreement**

III. Russell Shafer, Quay County Sheriff

- **Request Approval of FY2018-2019 Resolution No. 22 – Declaring QC to be a Second Amendment Sanctuary County**
- **Presentation of Sheriff's Report**



DOC #CM-00459

02/25/2019 12:27 PM Doc Type: COCOM

Fee: (No FieldTag Finance TotalFees found)

Quay County, NM Ellen White - County Clerk, County Cle

Pages: 35



- IV. Susan Lease, Quay County DWI Preventionist**
- Request Approval of **FY2018-2019 Resolution No. 19 – Authorizing the County to Submit a DWI Program Application to the NM DFA**
 - Request Approval of **DOH Assurances and Cooperative Agreement**
 - Request Approval of **QC DWI Program and NM DFA/DWI Program MOU**
 - Request Approval of **Statement of Assurances Local DWI Grant and Distribution Program**
- V. Larry Moore, Quay County Road Superintendent**
- Road Update
- VI. Cheryl Simpson, Quay County Finance Director**
- Request Approval of **FY 2018-2019 Resolution No. 20 – Fire Protection Grant Budget Increase**
 - Request Approval of **FY 2018-2019 Resolution No. 21 – Road Match Waiver Budget Adjustment**
- VII. Richard Primrose, Quay County Manager**
- Correspondence
- VIII. Request Approval of Accounts Payable**
- IX. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**
- X. Request for Closed Executive Session**
- Pursuant to Section 10-15-1(H) 7. The New Mexico Open Meetings Act Pertaining to Threatened or Pending Litigation
- XI. 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

February 11, 2019

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 11th day of February, 2019 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
Janie Hoffman, Quay County Assessor
Darla Munsell, Quay County CBDG Coordinator
Ellen Newman, Tucumcari Public Schools
Russell Shafer, Quay County Sheriff
Dennis Garcia, Quay County Under-Sheriff
Cheryl Simpson, Quay County Manager's Office
Susan Lease, Quay County DWI Preventionist
Ron Warnick, Quay County Sun

Chairman McCasland called the meeting to order. Dennis Garcia led the Pledge of Allegiance.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the minutes from the January 28, 2019 regular session as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

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

---Public Hearing---

Chairman McCasland called the Public Hearing to order for the purpose of closing out Grant No. 16-C-RS-I-06-G-101. Darla Munsell stated this Grant was for updating the Quay County Comprehensive Plan and Phase One Asset Management Plan. There were no additional concerns or comments. Time noted for Hearing 9:05 a.m. – 9:10 a.m.

ONGOING BUSINESS: NONE

NEW BUSINESS:

Quay County Clerk, Ellen White, presented the following items for approval:

1. Canvass of the 2019 Tucumcari School Mill Levy Tax Question. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Canvass. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy of the Canvass is attached to these minutes.
2. Requested approval of an updated Voting Machine Technician Contract between Quay County and Danny Wallace. White explained a new Contract is necessary to include the 2019 and other odd year Local Elections as a result of new legislation. 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 of said Contract is attached to these minutes.
3. Requested approval of Quay County Voters as members of the 2019-2020 Quay County Board of Registration. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the members as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy of the list of members is attached to these minutes.

Quay County Sheriff, Russell Shafer requested approval of Resolution No. 22; Declaring Quay County to be a Second Amendment Sanctuary County. Shafer explained there are numerous legislative bills that will violate a person's Second Amendment. Shafer stated the Sheriff's Association is strongly opposing this legislation with 29 of the 33 Counties responding with a similar Resolution. Commissioners Cherry, Dowell and McCasland thanked Shafer for bringing forth this Resolution and agreed with his stance on the legislation being promoted. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Resolution No. 22. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

Shafer presented the activity report for the Sheriff's Office, ending January 31, 2019. A copy is attached to these minutes.

Susan Lease, Quay County DWI Preventionist presented the following items for approval:

1. FY2018-2019 Resolution No. 19 – Authorizing the County to Submit a DWI Program Application to the New Mexico DFA. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Resolution No. 19. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached to the minutes.
2. Department of Health Assurances and Cooperative Agreement. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Agreement. MOTION carried

with Cherry voting “aye”, Dowell voting “aye” and McCasland voting “aye”. A copy is attached to the minutes.

3. Quay County DWI Program and New Mexico DFA/DWI Program Memorandum of Understanding. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the Memorandum of Understanding. MOTION carried with Cherry voting “aye”, Dowell voting “aye” and McCasland voting “aye”. A copy is attached to the minutes.
4. Statement of Assurances for Local DWI Grant and Distribution Program. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Statement of Assurances. MOTION carried with Cherry voting “aye”, Dowell voting “aye” and McCasland voting “aye”. A copy is attached to the minutes.

T.J. Riddle, Representative for Rawhide Days joined the meeting. Time noted 9:35 a.m.

T.J. Riddle requested approval of the Facility Use Agreement to host the 2019 Rawhide Days at the Quay County Exhibit Center and Arena. Riddle reported all details concerning the insurance and use of the grounds have been resolved and she requested use of the facility and waiver of the fees. Riddle stated the event is set for May 3rd and 4th. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Agreement. MOTION carried with Cherry voting “aye”, Dowell voting “aye” and McCasland voting “aye”.

Larry Moore, Quay County Road Superintendent presented the following road updates:

1. Blade Reports were distributed.
2. Work on Quay Road 65 is progressing with culverts being installed, widening and drainage complete. Crews will begin hauling millings today. The project should be complete by the end of this week.
3. 2019-2020 projects are being evaluated for priority and funding.
4. Quaid Fury has been hired to operate a blade in the area of House.
5. Bob Bruce has been contacted and the crews will work on his road as time allows.

Cheryl Simpson, Quay County Finance Director requested approval of the following Resolutions:

1. Resolution No. 20 – Fire Protection Grant Budget Increase to Fire District I, Bard-Endee Fire District and Porter Fire District. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the Resolution. MOTION carried with Dowell voting “aye”, Cherry voting “aye” and McCasland voting “aye”.
2. Resolution NO. 21 – Budgetary Increase to Road Department for Arterial & Co-op funds. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the Resolution. MOTION carried with Dowell voting “aye”, Cherry voting “aye” and McCasland voting “aye”.

Copies of both Resolutions are attached to these minutes.

Primrose presented the following correspondence:

1. The Quay County Courthouse and Offices will be closed on Monday, February 18 in observance of President's Day.

ACCOUNTS PAYABLE:

A MOTION was made by Sue Dowell SECONDED by Mike Cherry to approve the expenditures included in the Accounts Payable Report ending February 8, 2019. 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:

Chairman McCasland asked Primrose to contact Aric Costa, Wildlife Specialist, and have him schedule a visit to an upcoming Commission Meeting.

Commissioner Dowell asked Primrose to request a Legislative Report from Clint Harden, Lobbyist.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry 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 9:45 a.m.

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

Return to regular session. Time noted 10:30 a.m.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell 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 Sue Dowell SECONDED by Mike Cherry to adjourn. MOTION carried with McCasland voting "aye", Cherry voting "aye" and Dowell voting "aye". Time noted 10:35 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

The official seal of Quay County, New Mexico, is circular and features a central figure, possibly a Native American, surrounded by the text "OFFICIAL SEAL OF QUAY COUNTY, NEW MEXICO".
Franklin McCasland
Franklin McCasland

Sue Dowell
Sue Dowell

Mike Cherry
Mike Cherry

ATTEST:

Ellen L. White
Ellen L. White, County Clerk



QUAY COUNTY GOVERNMENT

300 South Third Street
P.O. Box 1246
Tucumcari, NM 88401
Telephone No. 575-461-2112
Fax: (575) 461-6208

STATEMENT OF ACCEPTANCE LETTER

February 11, 2019

Quay County Government
300 S. 3rd Street
Tucumcari, NM 88401

RE: Grant No. 16-C-RS-I-06-G-101
Planning Grant: Update Comprehensive Plan and Phase One Asset Management Plan

To the best of my knowledge, information, and belief, and on the basis of my observation, the work has been completed in accordance with the terms and conditions of the Contract Documents. The Quay County Government has accepted this project as complete.

Franklin McCasland, Chairman, Chief Elected Official


Signature

Quay County Chairman, Chief Elected Official
Title





We, the undersigned Board of Canvass for the February 5, 2019 Special Tucumcari School Board Mill Levy Tax Election, in the County of Quay, State of New Mexico, certify that the attached canvass results are true and correct.

WITNESS the Board of Canvassers, this 11th day of February, 2019.



Franklin McCasal

County Commission, Chairman

Sue Howell

County Commissioner, Member

Mike Cherry

County Commissioner, Member

ATTEST:

Edna Luchette

County Clerk

(SEAL)

Tucumcari Public School Capital Improvement (2 MILL) Tax Question

Held in Quay County, New Mexico on February 5, 2019

<i>Voting Machine #1</i>	For	Against		
	362	160		
<i>Voting Machine #2</i>	For	Against		
	496	233		
<i>Hand Tallied</i>	For	Against		
	0	0		
<i>Provisional</i>	For	Against		
	0	0		
<i>Total</i>	For	Against		
	858	393		

 Unit Model: PCOS-320C (Rev 1072)
 Unit Serial: AAFAJE00303
 Protective Counter: 7022
 Software Version: 5.4.2.0001

Total Scanned: 522
 Total Voters: 522

 Unit Model: PCOS-320C (Rev 1072)
 Unit Serial: AAFAJE00021
 Protective Counter: 2266
 Software Version: 5.4.2.0001

Total Scanned: 729
 Total Voters: 729

PUBLIC SCHOOL CAPITAL IMPROVEMENTS (2MIL) TAX QUESTION - Tucumcari (1)	
FOR:	362
AGAINST:	160
Total Votes:	522
Number of Overvotes:	0
Number of Undervotes:	0

PUBLIC SCHOOL CAPITAL IMPROVEMENTS (2MIL) TAX QUESTION - Tucumcari (1)	
FOR:	496
AGAINST:	233
Total Votes:	729
Number of Overvotes:	0
Number of Undervotes:	0

CONTRACT

This contract made and effective this 11th day of February, 2019, between Quay County, New Mexico, acting through its duly elected County Clerk, hereinafter, called the "Clerk", and Danny Wallace, hereinafter called "Voting Machine Technician".

WITNESSETH:

Whereas, Section 1-9-6 of the New Mexico Statutes Annotated, the New Mexico Election Code, requires County Clerks to provide for the use of voting machines in all school district and municipal elections, special district elections and statewide elections; and

Whereas, the Clerk desires to enter into a written contract with the Voting Machine Technician for the purpose of accomplishing the above stated requirements; and

Whereas, the Voting Machine Technician has experience certifying, delivering, setting up, and trouble shooting, and has received training as a certified technician.

Whereas, pursuant to SECTION 1-9-13 of New Mexico Statutes Annotated, the Secretary of State shall approve this contract and certify the Voting Machine Technician as to training and expertise.

Now, therefore, in consideration of the mutual promises contained herein the parties agree as follows:

VOTING MACHINES – The Voting Machine Technician agrees that within thirty (30) days before each election he shall begin to perform pre-election preparation of the voting machines for the County Clerk of Quay County upon the Clerk's request. Further, the Voting Machine Technician agrees to perform the pre-election preparation of the voting machines for the following elections when requested:

Primary Elections which are held in Quay County on the first Tuesday in June of each even numbered year.

Partisan General Elections which are held in Quay County on the first Tuesday in November of every even numbered year.

Non-Partisan General Elections which are held in Quay County on the first Tuesday in November of every odd numbered year

Regular municipal elections which are held in Quay County on the first Tuesday in March of each even numbered year for Municipalities that have not opted to participate in the Local Election Act.

Special Elections held in Quay County as they may occur upon proper legal notice.

ELECTION SCHOOL - The Voting Machine Technician agrees to provide technical assistance in conducting the election schools for the election boards as follows when requested.

ELECTION DAY SERVICES – The Voting Machine Technician agrees to stand by on each election day and perform technical trouble shooting services as may be required, and for the charges as specified below.

VOTING MACHINE CLEANING & REPAIRS – The Voting Machine Technician agrees to perform the necessary cleaning and repairs to the voting machines at times other than the delivery and set-up for an election as required.

PAYMENT VOUCHER - The Voting Machine Technician agrees that he shall not be entitled to payment for any of his services until after he has submitted a complete payment voucher to the Clerk, and the Clerk has had an opportunity to act on the matter.

CONTRACTOR is an independent contractor performing professional services for the county and is not an employee of the County. The County provides no liability coverage to the Contractor.

CHARGES FOR CERTIFICATION, CLEANING, AND REPAIRING - The Clerk agrees to pay \$20.00 per hour for actual time spent certifying, cleaning, or repairing voting machines as requested by the Clerk.

CHARGES FOR DELIVERY AND PICK UP OF VOTING MACHINES TO POLLING PLACES – The Clerk agrees to pay the Voting Machine Technician \$20.00 per hour for actual time spent delivering from the courthouse and setting up the machines and booths prior to an election and then picking up the machines and booths and returning to the Courthouse after an election whether primary, general, municipal, school district, or special election. The Technician has the option to have an assistant who shall be approved by the County Clerk and will receive compensation at the rate of \$15.00 per hour.

CHARGES FOR CONDUCTING ELECTION DAY SCHOOLS – The Clerk agrees to pay the Voting Machine Technician at the rate of \$20.00 per hour for the maximum of two hours of instruction as needed.

CHARGES FOR ELECTION DAY SERVICES - The Clerk agrees to pay the Voting Machine Technician for technical standby and trouble-shooting services as required at the rate of \$20.00 per hour on each Election Day beginning at 6:00 a.m. until all ballot boxes are returned to the County Clerk, or at such time as specified by the Clerk.

CHARGES FOR TRAVEL OF VOTING MACHINE TECHNICIAN IN CONNECTION WITH HIS SERVICES – The Clerk agrees to pay the Voting Machine Technician at the rate per mile as set by the State of New Mexico and/or County of Quay, whichever is closest to the Federal Rate, for each mile traveled by him when he uses his own vehicle in connection with performing the heretofore stated services and so long as he is away from his place of residence. Further, the Clerk agrees that the Voting Machine Technician shall not be responsible for damages to the voting machines, which might occur during transportation as long as reasonable care is used in the transport of the machines, tubs, and booths.

TERMINATION OF CONTRACT – The Commission and the Voting Machine Technician mutually agree that this contract shall expire four (4) years from its effective date, and may not be terminated prior to the expiration date without the consent of either party.

RENEGOTIATION OF CONTRACT – The Clerk and the voting Machine Technician mutually agree that they will begin negotiations thirty (30) days prior to the expiration of the contract.



Ellen L. White

QUAY COUNTY CLERK

Franklin McFarland

COUNTY COMMISSION CHAIRMAN

Danny Wallace

VOTING MACHINE TECHNICIAN

APPROVED:

SECRETARY OF STATE

DATED: _____



QUAY COUNTY CLERK

P.O. BOX 1225
Tucumcari, NM 88401
Phone: (575)-461-0510
Fax: (575)-461-0513

QUAY COUNTY BOARD OF REGISTRATION

Pursuant to New Mexico Election Law 1-4-33, at the request of the County Clerk, the County Commissioners shall appoint the Board of Registration which shall consist of three registered voters from the County, and two alternates. The Board shall provide clerical assistance to the County Clerk to aid in work pertaining to voter registration.

MEMBERS

Sylvia A. Wampler, Democrat
Eleanor I. Lopez, Republican
Betty J. Munoz, Democrat

ALTERNATES

Kaylene Jones, Republican
Nelda Burson, Democrat

**QUAY COUNTY
BOARD OF COUNTY COMMISSIONERS
FY 2018-2019 RESOLUTION NO. 22**

**DECLARING QUAY COUNTY TO BE A
SECOND AMENDMENT SANCTUARY COUNTY**

WHEREAS, the Board of County Commissioners met in a Regular Meeting on February 11, 2019 at 9:00 A.M. at 300 South Third, Tucumcari, New Mexico; and,

WHEREAS, NMSA 1978, Section 4-37-1 (1995) provides that Counties have the power to, “provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of any county or its inhabitants”; and,

WHEREAS, NMSA, 1978, Section 4-38-18 (1976) provides that a Board of County Commissioner has the duty and authority “[t]o represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law; and,

WHEREAS, the Second Amendment to the United States Constitution, adopted in 1791 as part of the Bill of Rights, protects the inalienable and individual right of the people to keep and bear arms; and

WHEREAS, the Supreme Court in the District of Columbia v. Heller 554 U.S. 570 (2008), decision affirmed pan individual's right to possess firearms, unconnected with service in a militia, for traditionally lawful purposes, such as self-defense within the home; and,

WHEREAS, the Supreme Court in McDonald v. Chicago, 561 U.S. 742 (2010), affirmed that the right of an individual to "keep and bear arms," as protected under the Second Amendment, is incorporated by the Due Process Clause of the Fourteenth Amendment against the states; and,

WHEREAS, the Supreme Court, in United States v. Miller, 307 U.S. 174 (1939), opined that firearms that are part of ordinary military equipment, or with use that could contribute to the common defense are protected by the Second Amendment; and,

WHEREAS, Article II, Section 6 of the Constitution of New Mexico provides that “[n]o law shall abridge the right of the citizen to keep and bear arms for security and defense, for lawful hunting and recreational use and for other lawful purposes, but nothing herein shall be held to permit the carrying of concealed weapons. No municipality or county shall regulate, in any way, an incident of the right to keep and bear arms;” and,

WHEREAS, it is the desire of the Board to declare its support of the Second Amendment to the United States Constitution and the New Mexico Constitution protecting citizens’ inalienable and individual right to keep and bear arms; and,

WHEREAS, the members of this Board took an oath to support and defend the United States Constitution, the Constitution of the State of New Mexico and the laws of the State of New Mexico (insofar as they are constitutional); and,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Quay by the authority granted the Board by the laws of the State of New Mexico and people of Quay County, New Mexico to stand and defend their rights and liberties, which are guaranteed by the United States and New Mexico Constitutions, we hereby declare this Resolution as follows:

Second Amendment Preservation Resolution Designating Quay County a
Second Amendment "Sanctuary County"

BE IT FURTHER RESOLVED that this Board affirms its support for the duly elected Sheriff of Quay County, New Mexico in the exercise of his/her sound discretion and affirms its resolve to support decisions by our Sheriff to not enforce any unconstitutional firearms law against any citizen.

BE IT FURTHER RESOLVED that this Board will not authorize or appropriate government funds, resources, employees, agencies, contractors, buildings, detention centers or offices for the purpose of enforcing law that unconstitutionally infringes on the right of the people to keep and bear arms.

APPROVED, ADOPTED, AND PASSED on this 11th day of February, 2019.

BOARD OF QUAY COUNTY COMMISSIONERS


Franklin McCasland, Commissioner


Sue Dowell, Commissioner


Mike Cherry, Commissioner


(Seal)
Attest:

Ellen White, County Clerk

January 31, 2018

Quay County Sheriff's Office monthly report.

Calls for Service

Month Reported	Count
January	90
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Civil Process

Month Received	Count
January	64
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Prisoner Transports

Month Reported	Count
January	10
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Arrest

Month Arrested	Count
January	17
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Citations

Month Issued	Count
January	9
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Traffic Stops

Month Occurred	Count
January	38
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

	Deputy	Year	UNIT#	Total Mileage
Seven full time Law Enforcement Deputies.	Q-1	19	9651	4728
1 Sheriff	Q-2	18	7016	30177
1 Under Sheriff	Q-3	16	7213	45783
4 Deputies	Q-4	15	2323	27000
	Q-5	15	2317	29777
	Q-6	16	6749	
	Q-7	14	0242	64146

**FY2018-2019
QUAY COUNTY
RESOLUTION NO. 19**

A RESOLUTION AUTHORIZING THE COUNTY TO SUBMIT AN APPLICATION TO THE DEPARTMENT OF NM FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION TO PARTICIPATE IN THE LOCAL DWI GRANT AND DISTRIBUTION PROGRAM AND DELEGATING AUTHORITY.

WHEREAS, the Legislature enacted Section 11-6A-1 through 11-6A-6 NMSA 1978 as amended to address the serious problems of Driving While Intoxicated (DWI) in the State; and

WHEREAS, a program is established to make grant and distribution funding available to counties and municipalities for new, innovative or model programs, services or activities to prevent or reduce the incidence domestic abuse related to DWI, DWI, alcoholism and alcohol abuse; and

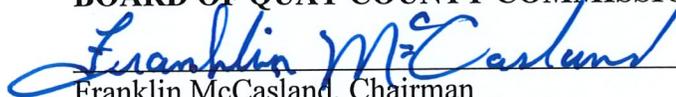
WHEREAS, the county DWI planning council and other governmental entities approval must be received in order to apply for grant and distribution funding; and

WHEREAS, the County along with participating agencies is making application to the Department of Finance and Administration, Local Government Division for program funding.

NOW THEREFORE, BE IT RESOLVED by the governing body of Quay County that the County Chairperson, or designee, on behalf of the County and all participating entities is authorized to submit an application for the Distribution and Grant Fiscal Year 2020 program funding under the regulations established by the Local Government Division.

PASSED, APPROVED AND ADOPTED this 11th day of February, 2019.

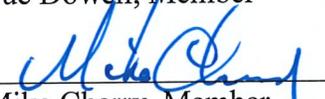
BOARD OF QUAY COUNTY COMMISSIONERS



Franklin McCasland, Chairman



Sue Dowell, Member



Mike Cherry, Member

ATTEST:



Ellen White, Quay County Clerk (SEAL)

DWI Planning Council Representative



STATEMENT OF ASSURANCES
Local DWI Grant and Distribution Program

Fiscal Year 2020: July 1, 2019 – June 30, 2020

The applicant hereby assures and certifies compliance with the following statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the New Mexico Local DWI Grant and Distribution Program:

1. Compliance with the provisions of the New Mexico Local DWI Grant Program Act, Sections 11-6A-1 through 11-6A-6 NMSA 1978 as amended, the NMAC Title 2, Chapter 110 Part 4 Regulations, and the approved LDWI Guidelines.
2. The applicant has the responsibility and legal authority to receive and expend funds as described in the grant and distribution project description, as well as to finance the grantee share (minimum 10%) of costs of the project, including all project overruns.
3. Compliance with the State Procurement Code, Sections 13-1-21 through 13-1-199, NMSA 1978 as amended, with the exception of Home Ruled Governments. All project-related services, activities or programs done through a service provider must be implemented through a professional services contract. Any project-related contract, subcontract, or agreement and related amendments, providing services to the grant or distribution program, must be submitted for administrative review by the Local Government Division prior to execution.
4. Adherence to all financial, accounting, and reporting requirements of the Department of Finance and Administration. Distribution programs will include the Exhibit F, the Local DWI Distribution Fund Financial Status Report. Grant programs will include the Local DWI Program Request for Payment/Financial Status Report, Exhibit D. The said reports shall include a narrative of successes and challenges, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the Screening and Tracking Report, the Managerial Data Set, Planning Council meeting agendas and minutes, and such other information following the objectives of the county's evaluation as may be of assistance to the Division in its evaluation.
5. Compliance with the requirement to not budget, nor expend, any of the grant amount awarded or the amount distributed for **indirect administrative costs** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall document all direct program administrative expenditures and in-kind/match administrative expenditures.
6. Compliance with the requirement to not budget, nor expend, greater than **ten percent** of the grant amount awarded or the amount distributed for **capital purchases** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall

specify all capital purchases. **The ten percent cap for capital purchases does not exist with detoxification funding grants.**

7. Compliance with all required reports, including but not limited to: the first quarter narrative and fiscal reports due on the last working day of October; the second quarter narrative and fiscal reports due on the last working day of January; and the third quarter narrative and fiscal reports due on the last working day of April; the fourth and the final quarter Grant Fiscal report due by the 10th of July and the fourth and final narrative and distribution fiscal reports for the fiscal year due the last working day of July. Annual protocols for the screening, treatment, and compliance monitoring components are due the last working day of July for the current fiscal year. The annual reports which include program evaluation are due the last working day of July for the prior fiscal year.
8. Compliance with the current Local DWI Grant Program Screening Guidelines. To avoid any conflict of interest, or appearance of conflict of interest, screeners should not be affiliated with any contracted treatment agency. Clients will be given options (a list of available providers) for alcohol related treatment and will not be *mandated* to a particular treatment agency.
9. If applicable to the applicant, compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Department of Health and Human Services regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
10. Any distribution program under run amount for the fiscal year must be returned to the Local DWI Grant Fund by September 30 of the following fiscal year. Failure to remit an under run to the Local DWI Grant Fund will cause suspension of grant reimbursements and/or future distributions until the remittance is made.
11. Grant program under runs revert to the Local DWI Grant Fund.
12. Compliance with all applicable conditions and requirements prescribed by the Division in relation to receipt/accountability of state General Funds.
13. The grant applicant will follow the scope of work for the grant program, as negotiated with the Local Government Division, and in accordance with the local planning council's approved plan. The applicant will submit any proposed modifications/amendments to the scope of work to the Division for its approval, prior to execution.
14. The distribution program applicant will follow the local planning council's application as approved by DWI Grant Council in the application review process. The applicant will submit any proposed modifications/amendments to this proposal to the Division for its written approval, prior to execution of changes to programs.

15. Compliance with conflict of interest prohibitions whereby no member, officer, or employee of the grant or the distribution program, or its designee or agents, no voting member of the local planning council or of the governing body of the locality in which the program is situated, and no other public official of such locality who exercises any functions or responsibilities with respect to the program during his/her tenure (or for one year thereafter) shall have any interest, direct or indirect, in any contract or subcontract for work to be performed in the program. The grant and/or the distribution program shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of these stated provisions.

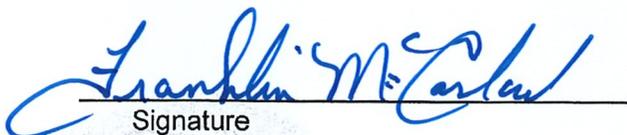
16. Compliance with the maintenance of records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the grant or distribution agreement period, the purpose of undertaking for which such funds were used and the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. Such records shall be preserved for a period stated in the Local DWI Grant Fund Agreement following completion of all the conditions of the grant agreement and the distribution program administrative guidelines.

17. The applicant will provide access to authorized State officials and representatives of all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project in order to make audits, examinations, excerpts and transcripts.

18. The applicant will provide DFA's auditor and evaluator timely access to all program records and information. Additionally, the applicant will assure that records of subcontractors working for the applicant are retained and made available to DFA's auditor and evaluator.

Franklin McCasland

County Commission Chairperson (or Designee) (Please Print)


Signature

February 11, 2019

Date



MEMORANDUM OF UNDERSTANDING

The Quay County/Municipality DWI Program (hereinafter referred to as the "Program") and the New Mexico Department of Finance and Administration/Local Government Division/Driving While Intoxicated Program (hereinafter referred to as "Division") hereby exchange the following assurances and enter into the following Memorandum of Understanding (MOU):

The Division assures:

1. That Division is in full compliance with the provisions concerning security for records and research activities in accordance with Federal Confidentiality regulations, 42 CFR Part 2.16 and 2.52.
2. That client identifying information will not be re-disclosed except back to the Program from which the information was obtained, or according to the terms of this MOU.
3. That in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, the Division acknowledges it is bound by the provisions of the Federal confidentiality regulations, 42 CFR Part 2.
4. That the Division shall undertake to resist any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the Federal confidentiality regulations, 42 CFR Part 2.
5. That the Division is not a "covered entity" as defined by the Department of Health and Human Services Regulations entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA); (the HIPAA Regulations).
6. That the Division shall never possess treatment or maintain any "individually identifiable health information" or transmit "protected health information" as defined by the HIPAA Regulations and in the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

The Program agrees to:

1. Upon request, provide the Division or other parties authorized with client records for those clients provided services through the Local Government Division DWI Grant Program, for the purpose of conducting outcome

monitoring research activities, and evaluation of LDWI Program interventions.

2. If applicable, comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and the Department of Health and Human Services Regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
3. Report or transmit data to the Division that deletes and contains no "individually identifiable health information" or "protected health information" as defined by the HIPAA Regulations and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).



Franklin McCasland

County Commission Chairperson (or Designee)
(Please Print)


Signature

February 11, 2019
Date

Executed this _____ day of _____ 20____.

_____, Director
Local Government Division

DOH ASSURANCES AND COOPERATIVE AGREEMENT

The Quay County/Municipality DWI Program referred to as the "Program" and the New Mexico Department of Health (DOH), Epidemiology and Response Division (ERD) hereby receives the following assurances and enters into the following cooperative agreement, to carry out the requirements of the evaluation MOU between DOH and the Department of Finance and Administration:

The DOH:

1. Acknowledges that it is in full compliance with the provisions concerning research activities in accordance with Federal confidentiality regulations, 42 CFR 2.16 and 2.52, including:
 - a. That a research protocol is maintained in accordance with the security requirements of 42 CFR 2.16; and
 - b. That client identifying information will not be re-disclosed except back to the Program from which the information was obtained; and no individual client will be identified in any report resulting from any epidemiologic research; and
2. Acknowledges that in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, the ERD is fully bound by the provisions of the Federal confidentiality regulations, 42 CFR Part 2: and
3. Resists any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the Federal confidentiality regulations, 42 CFR Part 2.

The Program:

1. Agrees to allow the ERD access to client records from the web based client screening and tracking system for those clients provided services through the Local Government Division DWI Grant Program, for the purpose of conducting outcome monitoring research activities.

This agreement will become effective on July 1, 2019.

This agreement will expire on June 30, 2020.

County Manager or other authorized official (Please Print)

Frederick J. McCarroll
Signature

February 11, 2019
Date



Michael Landen, MD, MPH,
State Epidemiologist and
Director Epidemiology and Response Division
New Mexico Department of Health
Harold Runnels Building
1190 St. Francis Drive
Santa Fe, NM 87502

Date

**AGREEMENT FOR USE OF THE
QUAY COUNTY FAIRGROUNDS**

THIS AGREEMENT entered into on the 28th day of January, 2019 by and between County of Quay (hereinafter “County”), and Rawhide Days, LLC (hereinafter “Lessee”);

WHEREAS, the County understands the Lessee provides an essential and necessary service to the Quay County community as a whole by hosting the Rawhide Days;

The Board of County Commissioners has delegated the responsibility and duty to the Lessee to arrange for and oversee the annual production of Rawhide Days; and,

WHEREAS, Quay County agrees to waive all rental fees for the annual use of Quay County Fairgrounds for the 2019 Rawhide Days;

NOW THEREFORE the parties to this agreement hereby contract and agree as follows:

DEPOSIT

1.0 Lessee agrees to pay Quay County the sum of One Thousand Dollars (\$1,000) prior to the start of the event, which amount shall be held by Quay County for damage deposit fees. Fees will be returned to Lessee after an inspection of the premises provided the facility is not found to have been damaged in any manner, whatsoever. If any furnishings or supplies are broken or lost, the Lessee will be responsible for paying the total cost of the repair in order to restore the facility and its contents to its original condition.

PERIOD OF PERFORMANCE

2.0 The period of performance for this agreement shall be from May 1-6, 2019.

ASSIGNMENT OF CLAIMS

3.0 The Lessee shall not assign or delegate any interest in this Agreement or transfer any interest or assign any claims for money due or to become due under this Agreement, without the written consent of the County.

LIABILITY INSURANCE

4.0 Lessee shall provide to the County, proof of liability insurance in the amount of at least \$1,000,000.00 general liability covering Lessee's event and/or use of the facilities as hereinabove provided, at least fifteen (15) days before the event. Insurance may be obtained through the New Mexico Association of Counties Tenant User Liability Insurance Program (TULIP).

SUPERVISION BY LESSEE

5.0 It shall be the responsibility of the Lessee to provide adequate supervision over all activities to protect against unreasonable wear and tear or damage to the County facilities and to protect the public health, safety, and welfare of all persons attending any function at the County facility being used.

CONSUMPTION OF ALCOHOL PROHIBITED

6.0 The possession and/or consumption of any alcoholic beverages on County property or premises, including parking area are strictly prohibited. If during the inspection of the premises, any evidence of the consumption of alcoholic beverages is found of which the Lessee had knowledge and fails to take appropriate action, the Lessee shall be held responsible and the deposit shall be forfeited. In addition, Lessee and leasing organization shall be suspended from future use of the fairground facilities and may be subject to prosecution according to the law.

6.1 Alcoholic beverages may be sold on the premises if the proper picnic license is obtained and the lessee demonstrates to the County that the venue serving alcohol is properly staffed with security personnel. Lessee shall require any liquor licensee selling or providing alcoholic beverages to provide liquor liability insurance in a minimum amount of 1,000,000.00 naming the County and lessee as additional insureds.

HOUSEHOLD ANIMALS

7.0 All dogs, cats, or other household animals must be leashed at all times while on the fairgrounds. Lessee shall be responsible for enforcing all aspects of this leash policy.

PREVENTING OBSTRUCTION

8.0 Neither the halls nor ramps of the premises, nor sidewalks, entrances or lobby thereof shall be obstructed by Lessee nor used for any purposes other than ingress or egress without prior written consent from the County Manager with the approval of the Fire Marshal.

SIGNAGE

9.0 County reserves the right to control all signage used on County's property. This is to include, but not limited to content, location, construction and quality.

SMOKE FREE FACILITIES

10.0 The buildings on site of the Quay County Fairgrounds are smoke free facilities. Lessee shall be responsible for enforcing all aspects of County's smoking policy.

USE OF NAILS, ETC.

11.0 The use of nails, screws, thumb tacks, staples, duct tape and glue is forbidden on walls, floors, and ceilings. The application of any substance to the floors in any building must have the prior written approval from the County Manager or designee.

NO FLAMMABLE MATERIALS

12.0 No flammable materials, such as bunting, tissue paper, crepe paper, etc., will be permitted to be used for decoration; all materials used for decorative purposes must be treated with flame proofing and approved by the Fire Marshal. Lessee shall not, without the written consent of the County Manager or designee, put up or operate any engine, motor or machinery upon the premises or use oil, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes or any other agent other than electricity for illuminating the premises. No explosive device shall be allowed in any facility owned by Quay County. All firearms and weapons used, demonstrated, discharged or for decoration must be approved by the County Manager.

VENDOR LICENSES

13.0 All food vendors and pull-in food concessions shall maintain an updated license for operation and follow all New Mexico Environmental Department codes and regulations as well as the New Mexico State Building Inspector's health standards and propane regulations.

ADDITIONAL SAND, DIRT, SAWDUST

14.0 No additional sand, dirt, sawdust, or other material shall be added to any facility area without prior approval from the County Manager or designee. Approved bedding for housing of animals will be permitted and must be completely removed at the conclusion of the event. Rocks used in the landscape around the building shall not be removed or taken into the buildings.

PERSONAL LIABILITY

15.0 No elected or appointed official, employee, servant, agent or law enforcement officer of the County shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or Governmental duty and responsibility.

AS-IS CONDITIONS

16.0 Lessee agrees to accept the facility in its "as-is" and subject to all faults or other defects.

ASSIGNMENT AND SUBLICENSING

17.0 Lessee shall not assign any interest in this license agreement or otherwise transfer or sublease the facility or any part thereof or permit the use of the facility to any party other than Lessee and approved vendors.

CLEANING OF FACILITIES

18.0 The Lessee is responsible for the cleanup of County's facility, agrees to return the facility to a level of cleanliness equivalent to the state of cleanliness which existed at the time Lessee assumed possession of the premises.

Facilities shall be cleaned by the Lessee immediately after use. Floors must be swept and mopped, restrooms must be cleaned, and chairs and tables shall be placed on the appropriate racks and returned to proper storage areas. If any facility, or portion thereof, is found in an unsanitary or unsightly condition by the Lessee, it should be reported to the County official immediately.

DAMAGE TO THIRD PARTY PROPERTY

19.0 County will not be responsible for art objects, paintings, sculptures, furniture, musical instruments, stock or any other property belonging to or under the control of Lessee. Lessee agrees to obtain, at its own expense, insurance necessary to cover such objects in case of their injury, loss, theft, or damage.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

20.0 The Lessee shall indemnify, defend and hold harmless County, and its public officers, agents and employees as defined in the New Mexico Tort Claims Act, against and from any and all claims, losses, fines, demands judgments, damages, liabilities, lawsuits, arbitrations, and proceedings of any nature arising from or out of, connected with, resulting from or related to the Lessee's provision of services under this Agreement. The County shall hold the Lessee harmless from any and all claims and/or actions of any kind and nature resulting from or relating to the County's or its employees' negligence or intentional acts, errors and omissions in the County's performance under this Agreement. The agreements in this Section shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Agreement for any reason and shall survive the cancellation or expiration of the term or any renewal or any other modification of the Agreement, for negligence, acts, errors or omissions occurring during the term of this Agreement.

AMENDMENTS

21.0 This Agreement shall not be altered, changed or amended except by written instrument signed by both parties.

COMPLIANCE WITH GOVERNING LAWS

22.0 This Agreement is to be performed in the State of New Mexico and the County of Quay, and shall be construed under the Laws of the State of New Mexico and Quay County.

SEVERABILITY

23.0 If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Agreement shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Agreement terms, or if the purpose of the Agreement can no longer be carried out by either party, the Agreement is void and no damages shall accrue to either party.

ATTORNEY'S FEES

24.0 In the event that litigation becomes necessary to resolve any disputes arising from this Agreement, and said litigation ensues as a result, the non-prevailing party in said litigation shall be liable for reasonable attorney's fees and costs.

DUPLICATE ORIGINALS

25.0 This Agreement may be executed in two identical originals, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

QUAY COUNTY LESSEE

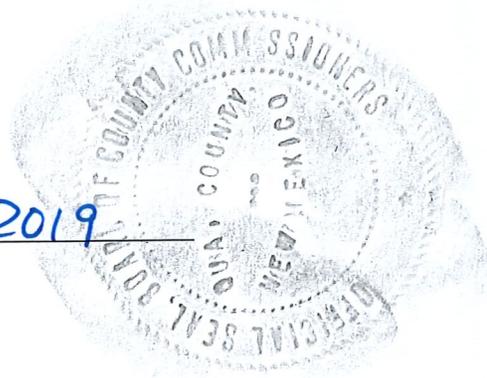
By: _____

Date: _____

APPROVED:
Quay County

By: Franklin McCardal
Quay County Commission Chairman

Date: 2-11-2019



APPROVED as to form:

By: _____
Warren Frost, *County Attorney*

Date: _____

DATE/19	NAME	ROAD BLADED	BLOCKS	MILES	ADDITIONAL WORK TO ROAD/COMMENTS
1/3/19	LOUIS	QUAY ROAD Q	5900-6050	1.26	
	LOUIS	QUAY ROAD T	6700-6800	1.00	
1/4/19	LOUIS	QUAY ROAD T	6900-7100	2.00	
	LOUIS	QUAY ROAD 70	1800-2200	4.00	
1/7/19	LOUIS	QUAY ROAD U	6900-7000	1.00	
	LOUIS	QUAY ROAD 69	2000-2100	1.00	
	LOUIS	QUAY ROAD T	6800-6900	1.00	
	LOUIS	QUAY ROAD T	7100-7400	3.00	
	LOUIS	QUAY ROAD L	6600-6640	0.40	
	ARMANDO	QUAY ROAD 47	1500-1700	2.00	
	ARMANDO	QUAY ROAD Q	4500-4700	2.00	
	ARMANDO	QUAY ROAD R	4500-4600	1.00	
	DONALD	QUAY ROAD 25	5000-5400	4.00	
	DONALD	QUAY ROAD BE	2400-2500	1.00	
	DONALD	QUAY ROAD BC	2400-2500	1.00	
	DONALD	QUAY ROAD 26	5000-5100	1.00	
TONY	QUAY ROAD M	9600-10000	4.00		
1/8/19	LOUIS	QUAY ROAD H	6600-6900	3.00	
	LOUIS	QUAY ROAD 69	0500-0800	3.00	
	LOUIS	QUAY ROAD G	6900-7000	1.00	
	LOUIS	QUAY ROAD 70	0700-0800	1.00	
	TONY	QUAY ROAD L	9500-9600	1.00	
	TONY	QUAY ROAD 96	0700-1200	5.00	
1/9/19	ARMANDO	QUAY ROAD 46	1900-2200	3.00	
	ARMANDO	QUAY ROAD 48	1500-1700	2.00	
	ARMANDO	QUAY ROAD P	4700-4800	1.00	
	TONY	QUAY ROAD 101	1300-1400	1.00	
	TONY	QUAY ROAD M	10000-10100	1.00	
	TONY	QUAY ROAD L	9400-9500	1.00	
	TONY	QUAY ROAD 96	1200-1300	1.00	
	LOUIS	QUAY ROAD E	6600-7150	5.50	
1/10/19	LOUIS	QUAY ROAD 66	0300-0500	2.00	
	LOUIS	QUAY ROAD C	6600-6750	1.54	
	LOUIS	QUAY ROAD E	7150-7350	2.00	
	LOUIS	QUAY ROAD H	6900-7000	1.00	
	LOUIS	QUAY ROAD 67	0800-0900	1.00	
	LOUIS	QUAY ROAD I	6600-6750	1.50	
1/14/19	LOUIS	QUAY ROAD M	5700-6225	5.00	
	DONALD	QUAY ROAD 26	4900-5200	3.00	
	DONALD	QUAY ROAD AX	2400-2600	2.00	
	DONALD	QUAY ROAD AZ	2600-2700	1.00	
1/15/19	DONALD	QUAY ROAD BC	2500-2825	3.25	
	DONALD	QUAY ROAD BE	2700-2900	2.00	
	DONALD	QUAY ROAD AP	3700-3800	1.00	
	LOUIS	QUAY ROAD M	5180-5700	5.50	
	LOUIS	QUAY ROAD L	5100-5180	0.80	
	LOUIS	QUAY ROAD 49	0500-0810	4.30	

	LOUIS	QUAY ROAD I	4860-4900	0.63
1/16/19	LOUIS	QUAY ROAD 53	0500-0600	1.00
1/17/19	LOUIS	QUAY ROAD L	4800-5100	3.00
1/21/19	DONALD	QUAY ROAD AP	3500-3700	2.00
	DONALD	QUAY ROAD 36	4100-4300	2.00
	TONY	QUAY ROAD Q	8800-9000	2.00
	TONY	QUAY ROAD 96	1700-1800	1.00
1/28/19	DONALD	QUAY ROAD 55	4100-4415	3.15
	DONALD	QUAY ROAD 54	4100-4300	1.83
	DONALD	QUAY ROAD 53	3850-4100	2.50
	LOUIS	QUAY ROAD 50	1200-1500	3.00
1/22/2019	TONY	QUAY ROAD R	9000-9200	2.00
	TONY	QUAY ROAD 90	1800-1850	0.50
1/28/2019	TONY	QUAY ROAD J	9600-9800	2.00
1/29/19	DONALD	QUAY ROAD 46	4000-4200	2.00
	DONALD	QUAY ROAD AO	4600-4700	1.00
	DONALD	QUAY ROAD 47	4000-4300	3.00
	LOUIS	QUAY ROAD 50	1500-1800	3.00
1/30/2019	LOUIS	QUAY ROAD 51	0900-1200	3.00
	LOUIS	QUAY ROAD I	4900-5100	2.00
	LOUIS	QUAY ROAD 49	0900-0910	0.30
1/31/2019	LOUIS	RT. 66	0050-0500	4.50
	LOUIS	QUAY ROAD G	5900-6000	1.00
		TOTAL		143.46

**QUAY COUNTY
FISCAL YEAR 2018-2019
RESOLUTION No. 20**

Authorization of Budgetary Increase to **Fire District I (407), Bard-Endee Fire District (413) and Porter Fire District (418)**

WHEREAS, at meeting of the Board of Quay County Commissioners on February 11, 2019 the following was among the proceedings;

WHEREAS, the Board of Quay County Commissioners deems it necessary to request this Budgetary Increase;

State Fund 20900 Budgetary Increase		
	<u>DEBIT</u>	<u>CREDIT</u>
20900-0001-47499 Other State Grants		\$247,500.00
407 Fire District I	\$100,000.00	
413 Bard-Endee Fire	\$100,000.00	
418 Porter Fire	\$ 47,500.00	
20900-3002-58999 Other Capital Purchases	\$269,875.00	
407 Fire District I	\$110,000.00	(\$100,000 + \$10,000 Match)
413 Bard-Endee Fire	\$110,000.00	(\$100,000 + \$10,000 Match)
418 Porter Fire	\$ 49,875.00	(\$47,500 + \$ 2,375 Match)

WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **Fire Protection Grant Council Awards plus match funding**

NOW THEREFORE, BE IT RESOLVED that after approval of the Local Government Division of the Department of Finance and Administration, the above Budgetary Adjustments be made.

DONE at Tucumcari, County of Quay, New Mexico this 11th day of February, 2019.

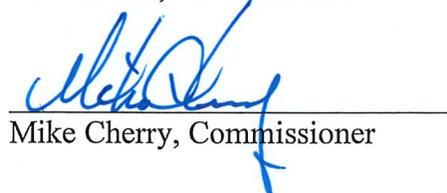


ATTEST:


Ellen White, County Clerk


Franklin McCasland, Commissioner


Sue Dowell, Commissioner


Mike Cherry, Commissioner

**QUAY COUNTY
FISCAL YEAR 2018-2019
RESOLUTION No. 21**

Authorization of Budgetary Increase to **Road Department (402)**

WHEREAS, at meeting of the Board of Quay County Commissioners on February 11, 2019 the following was among the proceedings;

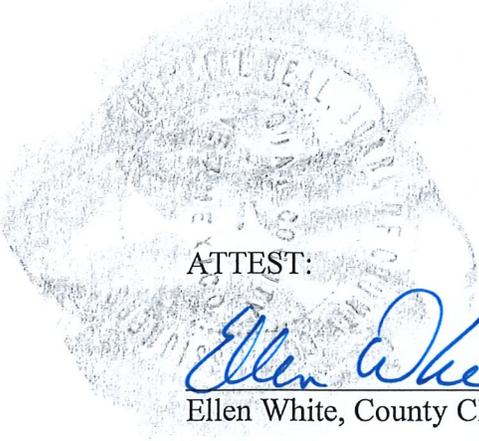
WHEREAS, the Board of Quay County Commissioners deems it necessary to request this Budgetary Increase;

	<u>DEBIT</u>	<u>CREDIT</u>
State Fund 20400		
Budgetary Increase		
20400-0001-47030 State – Arterial (DOT)		\$ 75,000.00
20400-0001-47050 State – Co-op (DOT)		\$ 64,805.00
20400-5001-54030 M&R Grounds/Roadways	\$ 75,000.00	
20400-5001-54050 M&R Equipment	\$ 30,000.00	
20400-5001-58090 Roadways/Bridges	\$ 34,805.00	

WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **Matching funds for DOT Arterial (CAP) Funding and DOT State Co-Op Funding has been waived.**

NOW THEREFORE, BE IT RESOLVED that after approval of the Local Government Division of the Department of Finance and Administration, the above Budgetary Adjustments be made.

DONE at Tucumcari, County of Quay, New Mexico this 11th day of February, 2019.



ATTEST:


Ellen White, County Clerk


Franklin McCasland, Commissioner


Sue Dowell, Commissioner


Mike Cherry, Commissioner