



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  
MAY 11, 2020

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**9:00 A.M. Call Meeting to Order**

Pledge of Allegiance

Approval of Minutes-Regular Session April 27, 2020

Approval/Amendment of Agenda

**Public Comment**

**Ongoing Business**

**New Business**

- I. **Russell Shafer, Quay County Sheriff**
  - Presentation of the Sheriff's Report
- II. **Christopher Birch, Quay County Detention Center Administrator**
  - Request Approval of AOC – Facilitate Video Arraignment Agreement
  - Quay County Detention Center Update
- III. **Cheryl Simpson, Quay County Finance Director**
  - Request Approval of 2019-2020 Resolution No. 47 General Fund Budget Increase
  - Request Approval of 2019-2020 Resolution No. 48 NMFA Debt Reserve Budget Increase
- IV. **Larry Moore, Quay County Road Superintendent**
  - Road Update
- V. **Richard Primrose, Quay County Manager**
  - Request Approval of FY 2019-2020 Resolution No. 46 – Ute Lake Ranch Public Improvement District No. 2 - Replacement of Two Directors
  - Request Approval of FY 2019-2020 Resolution No. 49 – EPCOG Participation
  - Presentation of Monthly RPHCA Reports
  - Correspondence



- VI. **Request Approval of Accounts Payable**
- VII. **Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**

**Adjourn**

**Work Session**

**FY 2020-2021 Budget**

## REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

May 11, 2020

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 11<sup>th</sup> day of May, 2020 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:

Russell Shafer, Quay County Sheriff  
Chris Birch, Quay County Detention Center  
Lucas Bugg, Quay County Fire Marshal  
Larry Moore, Quay County Road Superintendent  
Jerri Rush, Commission District Two Candidate  
Cheryl Simpson, Quay County Finance Director  
Ron Warnick, Quay County Sun  
Layne & Sid Strebeck, Quay County residents

Chairman McCasland called the meeting to order. Russell Shafter led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the April 27, 2020 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. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

Public Comments: None

### NEW BUSINESS:

Russell Shafer, Quay County Sheriff, presented an activity report for a time period ending May 4, 2020. The report is attached and made a part of these minutes. Shafer informed the Commissioners he has been awarded a \$5,000.00 grant as part of the Buckle Down Initiative.

Chris Birch, Quay County Detention Center Administrator, requested approval of the Administrative Office of the Courts Agreement to facilitate video arraignments. 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 of the Agreement is attached to these minutes.

Birch reported the construction at the Detention Center is nearing completion. Procedures excluding any “face to face” contact with outside people has been implemented. Additional precautions and screenings of inmates prior to being detained have been started in the wake of COVID19.

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

1. Resolution No. 47; General Fund Budget Increase. This increase addresses Census 2020 Outreach funds, Election line item increases, reimbursed by the State, and Maintenance/Fairground increases.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve Resolution No. 47. MOTION carried with Dowell voting “aye”, Cherry voting “aye” and McCasland voting “aye”. A copy is attached to these minutes.

2. Resolution No. 48; Budgetary Increase to NMFA Debt Reserve in the amount of \$28,000.00.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Resolution No. 48. MOTION carried with Dowell voting “aye”, Cherry voting “aye” and McCasland voting “aye”. A copy is attached to these minutes.

Larry Moore, Quay County Road Superintendent, gave the following report:

1. The funding drawdowns for the local road projects have been received in the following amounts: CAP \$281,167.00; Co-Op \$138,459.00; School Bus \$118,046.00. In addition, the match waiver funding for the bridge on Route 66 has been received in the amount of \$162,182.37.
2. Quay Road AR will be complete with the sealing part of it on May 13<sup>th</sup>. The final inspection will be on May 14<sup>th</sup>.
3. Crews are still working on Quay Road BH the remainder of this week and part of next week.
4. Samantha Sandoval has been promoted to LGRF Coordinator for the NM Department of Transportation.
5. Blade Reports were distributed.

Richard Primrose, Quay County Manager presented the following items for consideration and informational purposes:

1. Resolution No. 46; Appointment of Directors due to vacancies on the Ute Lake Ranch Public Improvement District No. 2. The names of the appointees are Lisa Albers and Lorrie McNamee. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the appointees designated in Resolution No. 46. MOTION carried with Cherry voting “aye”, Dowell voting “aye” and McCasland voting “aye”. A copy is attached.
2. Resolution No. 49; Approving Participation in the Programs of the Eastern Plains Council of Governments for the Fiscal Year 2020-2021. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve this Resolution. MOTION carried with Dowell voting “aye”, Cherry voting “aye” and McCasland voting “aye”. A copy is attached.
3. Primrose presented the monthly Quay County Family Health Center RPHCA Report for the month of April. A copy is attached.
4. Provided a copy of a letter from the U.S. Army Corps of Engineers regarding the Conchas Lake Master Plan Revision.
5. Primrose reminded everyone the County Offices will be closed on Monday, May 25 in observance of Memorial Day. With the closure, the next Commission Meeting is slated for Tuesday, May 26.

A MOTION was made by Sue Dowell SECONDED by Mike Cherry to approve the expenditures included in the Accounts Payable Report ending May 7, 2020. 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:

Sid Strebeck voiced his concerns over the NM Public Health Orders related to the opening, or lack thereof, of State Parks, particularly Ute Lake State Park. Strebeck noted the majority of the lake is still closed due to lack of personnel by NM State Parks with respect to enforcing the "Social Distancing" guidelines set forth for State Parks. Strebeck asked the Commissioners to be a part of some dialog between Jared Langenegger, State Parks Director at Ute Lake and the County Sheriff to see if additional support for enforcement could be coordinated.

All Commissioners empathized with the problems of abiding by the Department of Health Order and restrictions and enforcement. They encouraged Richard Primrose to represent the County regarding the dialog between entities to see if anything could be offered.

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

Following the adjournment of the meeting, a Public Work Session was held for discussion of the 2020-2021 Fiscal Year Budget.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS



*Franklin McCasland*  
Franklin McCasland

*Sue Dowell*  
Sue Dowell

*Mike Cherry*  
Mike Cherry

ATTEST:

*Ellen L. White*  
Ellen L. White, County Clerk

05/04/20  
08:47

Quay County Sheriff Office  
Law Incident Total Report, by Reported Offense

Page: 319  
1

Rpt. Offense	Description	Total Number
		3
ABAN	Abandoned Veh	1
ALAR	Alarm	1
ANPR	Animal Problem	6
ASSI	Assault, Simple	1
ATL	Attempt to Locate	3
BREN	Breaking & Entering	2
CINT	Custodial Interference	1
CITA	Citizen Assist	3
CSPO	Cont Subs, Possess	1
DBOD	Dead Body	1
DCON	Disorderly Conduct	4
FAMF	Family Fight, Nonviolent	5
INTP	Intoxicated Person	2
LOCK	Residence or Veh Lockout	1
MPER	Missing Person	1
NC	Not Classified	14
PDNV	Prop Damage, Not Vandalism	1
PWAT	Property Watch	1
RSVE	Recovered Stolen Veh	1
SUSP	Suspicion	7
THRE	Threatening	3
THVT	Theft, Veh, Truck or Bus	1
TPAS	Trespass of Real Prop	3
TRES		5
TRHA	Traffic Hazard	7
TROF	Traffic Offense	73
TRPD	Traffic Accident, Prop Damage	2
TRPI	Traffic Accident, Pers Injury	5
WELF	Welfare Check	13

Total Offenses: 172

Report Includes:

All dates between `00:00:01 04/01/20` and `23:59:59 04/30/20`  
All agencies matching `QCSO`  
All offenses observed  
All offenses reported  
All offense codes  
All location codes

\*\*\* End of Report /tmp/rpt9mp18Y-rplwtisr.r1\_8 \*\*\*

## **AGREEMENT TO FACILITATE VIDEO ARRAIGNMENT**

This Agreement is entered into effective July 1, 2020 (the Effective Date) by and between the Administrative Office of the Courts (the AOC) and Quay County, New Mexico (the County).

### **1. Definitions**

"Detention Facility" means the following facility:

Quay County Detention Center, 223 West High Street, Tucumcari, New Mexico

"Video Equipment" means the following equipment owned by the AOC:

- (1) Polycom video system

"Associated Equipment" means the following equipment owned by the AOC:

- (1) 20" TV
- (1) Secure Cabinet
- (1) Fax Machine
- (2) Cisco Router, serial number FTX0943W1SV

### **2. Purpose**

The AOC and the County desire to facilitate video arraignments between the Detention Facility and the Magistrate Court in Tucumcari, New Mexico (the Court), to promote public safety and the wise use of public funds while preserving justice and due process for persons accused of a criminal offense.

### **3. Designation of the County's Liaison**

The County designates Christopher Birch, Detention Center Administrator, 223 West High Street, Tucumcari, NM 88401; phone (575) 461-4664; fax (575) 461-0139; email christopher.birch@quaycounty-nm.gov; as its Liaison. The Liaison is the County's designated point of contact with the AOC. By way of example and not by way of limitation, the Liaison is responsible

for working with the AOC's Contact Officers, identified below, to coordinate scheduling, troubleshooting of technical problems, and use of facilities such as courtrooms or space in the Detention Center. Any notice required by this Agreement to be given to the County is sufficient if given to the Liaison. The County will notify the AOC in writing of any change in the identity of its Liaison by written notice to the AOC's Contact Officer as identified below. Such change is effective only upon receipt of notice by the AOC.

**4. Designation of the AOC's Contact Officer(s)**

The AOC designates Shawna Hochanadel, Video Network Operations Center Support Manager, Judicial Information Division, 2905 Rodeo Park Drive East, Bldg. 5, Santa Fe, New Mexico 87505, cell (505) 231-4594, fax (505) 476-6952, [shawna@nmcourts.gov](mailto:shawna@nmcourts.gov) as its Contact Officer. The County will direct its communications with the AOC to the Contact Officer. Any notice required by this Agreement to be given to the AOC is sufficient if given to the Contact Officer. The AOC will notify the County of any change in the identity of its Contact Officer by written notice to the Liaison. Such change is effective only upon receipt of notice by the County.

**5. The County's Use of AOC Staff Time**

The County may require assistance from AOC staff regarding training in the use of the Video Equipment or in the management of the County's equipment or network. AOC agrees to respond as quickly as reasonably possible in the event the County asks for assistance. AOC may determine that the County needs assistance, even if the County believes it does not. In that event AOC's decision in its sole and absolute discretion that the County does need assistance shall be final. The County agrees to cooperate with AOC staff if AOC determines the County requires assistance.

**6. Use of Video Equipment**

The County will not use the Video Equipment except for video arraignment between the Detention Facility and the Court, unless permission for additional use is given in writing by the AOC. The AOC may in its sole discretion enter into an agreement to allow another court or agency to use the Video Equipment. The AOC will notify the County in writing if it has so agreed, naming the court or agency which will be allowed to use the Video Equipment. The County agrees that it will cooperate with any other court or agency designated by the AOC as having permission to use the Video Equipment.

**7. Keys to the Video Equipment Cabinet**

The Video Equipment will be kept locked and secured in a cabinet to be furnished by the AOC, listed above as a part of Associated Equipment. Keys to the cabinet will be kept by the AOC Contact Officer, and the Chief Clerk at the Magistrate Court. All parties will take care that no unauthorized person has access to the key to the cabinet. If in the opinion of the AOC unqualified or unauthorized persons have had access to the cabinet, the AOC may demand that the key be returned. Alternatively, the AOC may in its sole discretion change the lock or locks on the cabinet and may deny a copy of the new key.

**8. Scheduling**

The Liaison shall cooperate with the Magistrate Court and the District Court to schedule use of the Video Equipment.

**9. Moving the Video Equipment**

The County will not move the Video Equipment or the cabinet in which the Video Equipment is kept without written permission from the AOC. The cost of moving either the Video Equipment or the Associated Equipment, after permission from the AOC, shall be borne by the County.

**10. Maintenance and Responsibility for Damage**

The County is responsible for returning the Video Equipment and the Associated Equipment in like, kind, and quality condition after use. If the damage incurred to either the Video Equipment or the Associated Equipment is not covered by the State Property Policy or by the AOC's maintenance agreement, the County shall repair or replace the damaged equipment, as the AOC may determine in its sole discretion to be necessary. The AOC will keep maintenance agreements in force on the Video Equipment and the Associated Equipment if such agreements are available for reasonable cost. If the damage is covered by the State Property Policy and the damage is the fault of the County, the County will pay the deductible, except in cases where the total cost of replacing the damaged equipment is less than the deductible, in which case the County will simply replace the damaged equipment. If the Contact Officer so directs, the County agrees to return damaged or broken equipment immediately with all associated cables and all associated accessories (such as a remote control) to the appropriate company. Additional toner/ink cartridge purchases must be provided by the detention center fiscal services.

**11. Cost for Telecommunication Network**

The County agrees to pay the installation cost and the monthly recurring cost of the telecommunication network. It is the County's responsibility to contract for this service, coordinating with the Contact Officer to ensure that the service for which it is contracting is the appropriate type of

service. If the County cancels its contract with the provider of the telecommunication network before it expires, the County is solely responsible for paying any associated penalty. If the County fails to timely renew its annual contract with the provider, resulting in higher month-to-month costs, such higher costs are the sole responsibility of the County.

**12. Telecommunications Network Troubleshooting**

If the telecommunications company is called to the Detention Center or to the Court for troubleshooting and the problem is due to negligence or misuse by the Detention Center staff or inmates at the Detention Center, the County is responsible for paying any fees charged by the telecommunications company for such troubleshooting.

**13. Usage Audits**

The AOC will conduct periodic usage audits to determine how often the Video Equipment is being used. If in the opinion of the AOC the Video Equipment is underused the AOC will notify the County in writing. If after three additional months the Video Equipment is still underused in the opinion of the AOC the AOC shall have the right to remove the Video Equipment and the Associated Equipment from the Detention Facility. If the AOC removes the Video Equipment and the Associated Equipment, the County remains liable to the telecommunications network provider for any cancellation fees or remaining costs under its contract with the provider.

**14. Liaison's Responsibility to Certify Initial Receipt and Annual Inventory of Equipment**

The Liaison or the Administrator of the Detention Center shall certify on a form furnished by the AOC for this purpose that the Detention Center received the Video Equipment and the Associated Equipment. The Liaison or the Administrator of the Detention Center shall certify annually the inventory of the Video Equipment and the Associated Equipment in the Detention Center on a form

furnished by the AOC for this purpose. If any of the Video Equipment or the Associated Equipment is missing it shall be the responsibility of the County to promptly replace the missing item(s). If there is a change of companies managing the Detention Center, the AOC will be notified and all Video Equipment and all Associated Equipment will be accounted for prior to and after the transition.

**15. Site Audits**

The AOC may conduct site audits of the Video Equipment and the Associated Equipment at times determined by the AOC in its sole discretion.

**16. Compliance with Judicial Requests**

The County agrees that Detention Center staff will cooperate with requests made by any judge who is using the Video Equipment or the Associated Equipment concerning the usage of said equipment. If County personnel are concerned that the judge's instructions concerning the equipment are improper, County personnel shall notify the Contact Officer. If there is a change of companies managing the Detention Center, the AOC will be notified and all Video Equipment and all Associated Equipment will be accounted for by the county to AOC prior to the transition. After the transition, the new manager shall certify receipt of all Video Equipment and all Associated Equipment. The County shall ensure that the new manager makes this certification.

**17. Time of the Essence**

The parties agree that time is of the essence in complying with provisions of this agreement relating to maintenance and responsibility for damage of the Video Equipment because the Video Equipment is sensitive and expensive, and because it is greatly needed in the Courts to protect the safety and security of the public and the Courts.

**18. Compliance with Court and Jail Standards**

The Detention Center shall comply with applicable provisions of the Court and Jail Standards, a copy of which is attached to and incorporated into this Agreement.

**19. Default**

Any party failing to comply with any of its obligations under this agreement shall be in default. A party failing to comply with its obligations relating to proper use, maintenance and repair of the Video Equipment shall be in default after seven days. A party failing to comply with any of its other obligations shall be in default after thirty days. The opposing party may serve written notice on the defaulting party terminating this Agreement if the defaulting party does not cure its default in seven days or receipt of the notice if the default relates to maintenance and repair of the Video Equipment, or within thirty days for any other default. Notice is to be directed to the Liaison or to the Contact Officer, as may be appropriate,

**20. AOC not Liable if No Funds Appropriated**

The AOC's duties under this Agreement shall cease if the New Mexico Legislature does not appropriate sufficient funds to enable the AOC to meet those duties. AOC's decision as to whether sufficient appropriations are available shall be accepted by the County and shall be final.

**21. Term and Termination**

This Agreement will become effective on the Effective Date when signed by all parties. It will terminate on June 30, 2024, unless terminated early by either party. Either party may terminate this Agreement for any reason by providing thirty days written notice to the other party. If this Agreement is terminated, each party shall be solely responsible for payment of any expenses it has incurred or any damage to the Video Equipment or Associated Equipment attributable to that party.

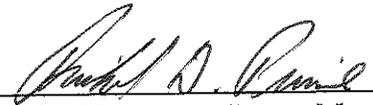
**Signature Page**

**ADMINISTRATIVE OFFICE OF THE COURTS:**

\_\_\_\_\_  
Arthur W. Pepin, Director

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

**QUAY COUNTY:**

  
\_\_\_\_\_  
Richard Primrose, County Manager

Date: 5/11/2020

## **Court and Jail Standards for Video Arraignments**

1. Documents may be faxed between the court and the detention center pursuant to NMRA 2019, Rules 5-103.1 and 6-110A. The judge shall view, by video, the defendant signing all arraignment and first appearance documents including the waiver and arraignment forms. The signed documents may be faxed to the court. All original documents with signatures shall be delivered to the court of jurisdiction in a reasonable and timely manner.
2. At the time of arraignment, a copy of the complaint shall be given to the defendant. Upon request, the defendant shall be given a completed copy of all the arraignment or first appearance documents.
3. The detention center shall accept a faxed order signed by the judge for the purpose of setting bond and releasing defendant. An out-of-district arraigning judge should familiarize himself or herself with the bond schedule and other procedures of the court with jurisdiction over the case.
4. The interpreter, when required, may be physically present with the defendant. The Administrative Office of the Courts will provide all courts with a list of certified interpreters.
5. Courts shall publish their regular video arraignment times. The written notification of video arraignment time shall be posted at the detention center in a place where the defendants and the public may view the notice. Courts may conduct video arraignments at times, other than the published times, only after reasonable notification to the defendant's attorney, if any. Out-of-district judges shall conduct arraignments at the time published for arraignments by the court with jurisdiction over the case.
6. The detention center shall furnish an appropriate place for arraignments, including a location where the defendant's attorney may communicate privately with the defendant.
7. All parties at arraignment shall conduct themselves consistent with NMRA 2019, Rules 5-115 and 6-102.
8. Audio/video equipment at the detention center shall not be moved or modified except with the written permission of the Administrative Office of the Courts.

**QUAY COUNTY  
FISCAL YEAR 2019-2020  
RESOLUTION No. 47**

Authorization of Budgetary Increase to **General Fund (401)**

**WHEREAS**, at meeting of the Board of Quay County Commissioners on May 11, 2020 the following was among the proceedings;

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

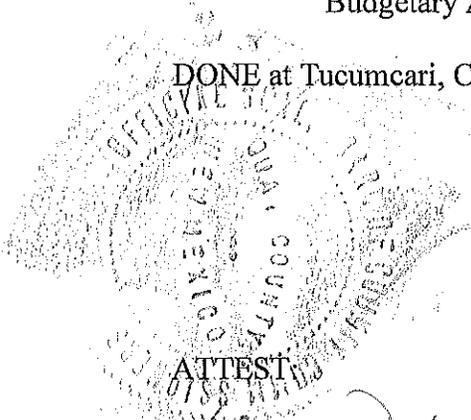
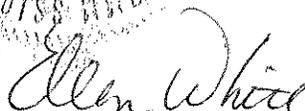
<b>State Fund 11000 Budgetary Increase</b>		<u><b>DEBIT</b></u>	<u><b>CREDIT</b></u>
<b>Census Outreach</b>			
<b>11000-0001-47398 Other State Distributions</b>			<b>\$10,974.00</b>
<b>11000-2002-55999 Contract – Other Services</b>	<b>\$10,974.00</b>		
<b>Elections</b>			
<b>11000-0001-44090 Election Fees</b>			<b>\$10,000.00</b>
<b>11000-2007-51040 PT Salaries</b>	<b>\$ 1,000.00</b>		
<b>11000-2007-57040 Election Costs</b>	<b>\$ 1,000.00</b>		
<b>11000-2007-56020 Supplies</b>	<b>\$ 1,000.00</b>		
<b>11000-2007-57080 Postage</b>	<b>\$ 2,000.00</b>		
<b>11000-2007-57090 Printing/Publishing</b>	<b>\$ 5,000.00</b>		
<b>Maintenance/Fairgrounds</b>			
<b>11000-4007-51020 Salaries</b>	<b>\$ 8,800.00</b>		
<b>11000-4007-52020 PERA</b>	<b>\$ 1,300.00</b>		
<b>11000-4007-54010 M&amp;R Buildings</b>	<b>\$ 6,000.00</b>		

**WHEREAS**, the above activity was not contemplated at the time the final budget was adopted and approved **Additional Census Outreach Grant Funding; Additional Election Revenue & Expense; Additional Maintenance Expense**

**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 11<sup>th</sup> day of May, 2020.

ATTEST

  
  
Ellen White, County Clerk

  
Franklin McCasland, Commissioner

  
Sue Dowell, Commissioner

  
Mike Cherry, Commissioner

**QUAY COUNTY  
FISCAL YEAR 2019-2020  
RESOLUTION No. 48**

Authorization of Budgetary Increase to NMFA Debt Reserve (563)

**WHEREAS**, at meeting of the Board of Quay County Commissioners on May 11, 2020 the following was among the proceedings;

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

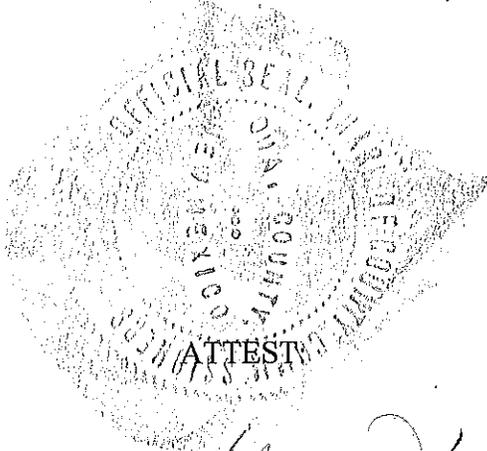
**State Fund 40400  
Budgetary Increase**

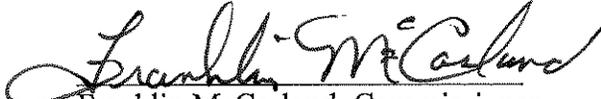
	<u>DEBIT</u>	<u>CREDIT</u>
40400-0001-46030 Interest Income		\$28,000.00
40400-2004-59050 Adm. Fees	\$28,000.00	

**WHEREAS**, the above activity was not contemplated at the time the final budget was adopted and approved **Administration Fees increase**

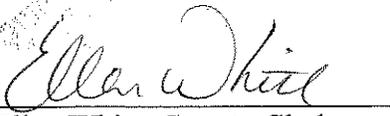
**NOW THEREFORE, BE IT RESOLVED** that after approval of the Local Government Division of the Department of Finance and Administration, the above Budgetary Adjustments be made.

DONE at Tucumcari, County of Quay, New Mexico this 11<sup>th</sup> day of May, 2020.



  
Franklin McCasland, Commissioner

  
Sue Dowell, Commissioner

  
Ellen White, County Clerk

  
Mike Cherry, Commissioner

DATE/20	NAME	ROAD BLADED	BLOCKS	MILES	ADDITIONAL WORK TO ROAD/COMMENTS
04/01/20	LARRY	QUAY ROAD 37	3100-3300	2.00	
	LARRY	QUAY ROAD AG	3600-3700	1.00	
04/02/20	KENNY	QUAY ROAD R	9300-9400	1.35	
04/14/2020	DONALD	QUAY ROAD 53	4100-4400	3.00	PULL DITCH/BLADE ROAD
	TONY	QUAY ROAD AJ	3100-3500	4.00	
	TONY	QUAY ROAD AJ	6200-6300	1.00	
	TONY	QUAY ROAD AG	6140-6200	0.50	
04/16/20	TONY	QUAY ROAD AG	6200-6500	3.00	
	TONY	QUAY ROAD 57	3200-3400	2.00	
	TONY	QUAY ROAD AG	5700-5800	1.00	
	TONY	QUAY ROAD 58	3300-3600	3.00	
	LOUIS	QUAY ROAD 50	1200-1800	7.53	
04/20/20	LOUIS	QUAY ROAD M	5200-6000	8.00	
04/21/20	TONY	QUAY ROAD 65	2800-2900	1.00	
	TONY	QUAY ROAD 66	2900-3000	1.00	
	TONY	QUAY ROAD 68	2800-2900	1.00	
	TONY	QUAY ROAD AC	6800-7000	2.00	
	TONY	QUAY ROAD AG	6200-6300	1.00	
	LOUIS	QUAY ROAD E	6600-7350	7.40	
04/23/20	TONY	QUAY ROAD AK	6300-6400	1.00	
	TONY	QUAY ROAD AO	6475-6675	2.00	
	TONY	QUAY ROAD AT	6300-6375	0.65	
	TONY	QUAY ROAD AT.2	6250-6300	0.56	
	TONY	QUAY ROAD AG	6200-6300	1.00	
	LOUIS	QUAY ROAD 62	1300-1350	0.50	FIXED WASHOUT SPOTS
	LOUIS	QUAY ROAD 64	1500-2100		PUSHED TREE OFF ROAD
	LOUIS	QUAY ROAD 64	2050-2100	0.50	FIXED WASHBOARD
	LOUIS	QUAY ROAD 58	2200-2500		FIXED WASHOUT SPOTS
04/27/20	KENNY	QUAY ROAD 93	0700-1000	3.00	CLEANED OUT DITCHES
04/28/20	LOUIS	QUAY ROAD M	5800-5850		DITCH WORK
	TONY	QUAY ROAD 62	3500-3600	1.00	
	TONY	QUAY ROAD 61	3971-4050	0.42	
	TONY	QUAY ROAD 66	3100-3200	1.00	
	TONY	QUAY ROAD AG	6000-6200	2.00	
04/29/20	KENNY	QUAY ROAD 93	1000-1200	2.00	
	LOUIS	QUAY ROAD L	5100-5180	1.80	
	LOUIS	QUAY ROAD 49	0800-0900	1.00	
	LOUIS	QUAY ROAD I	4850-4900	0.50	
04/30/20	TONY	QUAY ROAD AG	6200-6500	3.00	
	TONY	QUAY ROAD 64	2800-2900	1.00	
	TONY	QUAY ROAD AK	6300-6400	1.00	
			<b>TOTAL</b>	<b>74.71</b>	

**RPHCA Program  
Monthly Level of Operations Form**

revised 7/7/15

<b>Organization Name: Presbyterian Medical Services</b>		<b>Contract #</b>	
<b>Reporting Site: Quay County Family Health Center</b>		<b>Report Month/Year: 04/01/20</b>	
<b>Action Plan Item</b>		<b>Actual Monthly Level</b>	
<b>Level of Operations</b>	Total Number of Primary Care Encounters	338	
	By Provider Type:		
	Physician Encounters	6	
	Midlevel Practitioner Encounters	332	
	Dentist Encounters		
	Dental Hygienist Encounters		
	Behavioral Health Encounters		
	All Other Licensed/Certified Provider Encounters		
	By Payment Source:		
	Sliding Fee Encounters - Medical/Behavioral Health	34	
	Sliding Fee Encounters - Dental		
	Medicaid Encounters - Medical/Behavioral Health	100	
	Medicaid Encounters - Dental		
	County Indigent Encounters		
Other 3 <sup>rd</sup> Party Encounters	60		
Medicare Encounters	140		
100% Self Pay (non-discounted/non-3 <sup>rd</sup> party) Encounters	4		
<b>Unduplicated Number of Users</b>	Total # of unduplicated users	34	
	At or Below Poverty	17	
	Between Poverty and 200% of Poverty	15	
	Above 200% of Poverty	2	
<b>Staffing Level</b>	Administrative Staff	3	
		Clinical FTEs	Admin FTEs
	Physicians	0.05	
	Certified Nurse Practitioners	2	
	Physician Assistants		
	Certified Nurse Midwives		
	Dentists		
	Dental Hygienists		
	Behavioral Health Professionals		
	Community Health Workers		
Clinical Support Staff	2		
All Other Staff	0.4		
<b>Prior Month's Primary Care Financial Information</b>	<b>Please enter the month being reported: June</b>		
	Total Primary Care Revenues - all sources	66,824	
	Sliding Fee Revenues - Medical	5,059	
	Sliding Fee Revenues - Dental	0	
	Medicaid Revenues - Medical	25,200	
	Medicaid Revenues - Dental	0	
	County Indigent Fund Revenues	0	
	Other 3 <sup>rd</sup> Party Revenues	4,914	
	Medicare Revenues	9,510	
	100% Self Pay (non-discounted/non-3 <sup>rd</sup> party) Patient Revenues	266	
	Contracts/Grants Revenues (including RPHCA)	21,875	
	Total Primary Care Expenditures	76,730	
	Total Primary Care Charges	77,861	
Sliding Fee Discounts - Medical	12,687		
Sliding Fee Discounts - Dental	0		
Prepared by: C Renee Hayoz		5/5/2020	

**QUAY COUNTY  
FISCAL YEAR 2019-2020  
RESOLUTION NO. 46**

**RESOLUTION OF THE QUAY COUNTY BOARD OF COUNTY  
COMMISSIONERS APPOINTING TWO REPLACEMENT DIRECTORS  
TO VACANCIES ON THE BOARD OF UTE LAKE RANCH PUBLIC  
IMPROVEMENT DISTRICT NO. 2, QUAY COUNTY, NEW MEXICO**

**WHEREAS**, Ute Lake Ranch Public Improvement District No. 2 (the "District") is an existing and validly formed public improvement district operating pursuant to and in accordance with the provisions of Chapter 5-11-1, *et seq.*, N.M.S.A., as amended; and

**WHEREAS**, on November 5, 2015, pursuant to Fiscal Year 2015-2016 Resolution No. 15, the Board of County Commissioners appointed Mr. Chris Petro to serve the remainder of a six-year term on the Board of Directors of the District (the "District Board") which ends on August 4, 2020; and

**WHEREAS**, on June 10, 2019, pursuant to Fiscal Year 2018-2019 Resolution No. 40, the Board of County Commissioners appointed Mr. Rick Dengler to serve on the District Board until August 6, 2024; and

**WHEREAS**, Mr. Dengler and Mr. Petro resigned their positions on the District Board on February 18, 2020; and

**WHEREAS**, pursuant to Subsection C of Section 5-11-9, N.M.S.A., the Board of County Commissioners is authorized to appoint new directors to fill vacancies on the District Board; and

**WHEREAS**, the remaining directors of the District have petitioned the Board of County Commissioners to appoint Ms. Lisa Albers and Ms. Lorrie McNamee to serve as directors on the District Board; and

**WHEREAS**, the Board of County Commissioners has reviewed the petition of the District Board and has determined that filling the vacancies on the District Board serves the public interest.

**NOW, THEREFORE, BE IT RESOLVED BY THE QUAY COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:**

**Section 1.** Ms. Lisa Albers and Ms. Lorrie McNamee are hereby appointed to fill two existing vacancies on the Ute Lake Ranch Public Improvement District No. 2 board of directors. Each of them may serve on the District Board until the next regular election of the District to be conducted on August 4, 2020.

ADOPTED AND RESOLVED THIS 11<sup>th</sup> DAY OF MAY, 2020.

BOARD OF COUNTY COMMISSIONERS  
COUNTY OF QUAY, NEW MEXICO

By: Franklin McCasland  
Franklin McCasland, Chairman

By: Sue Dowell  
Sue Dowell, Commissioner

By: Mike Cherry  
Mike Cherry, Commissioner

ATTEST:

Ellen White  
Ellen White, Quay County Clerk



FY 2019-2020 Resolution No. 49  
RESOLUTION AND AGREEMENT  
OF  
QUAY COUNTY

APPROVING PARTICIPATION IN THE PROGRAMS  
OF THE  
EASTERN PLAINS COUNCIL OF GOVERNMENTS  
FOR FISCAL YEAR 2020-2021

WHEREAS the County of Quay (hereinafter known as the "MEMBER"), desires to continue as a participating member in the programs and policy development for the Eastern Plains Council of Governments (hereinafter known as the "EPCOG"):

WHEREAS, it is necessary and desirable that an agreement setting forth the services to be performed by the EPCOG and the MEMBER be entered into, with the EPCOG agreeing to furnish the following:

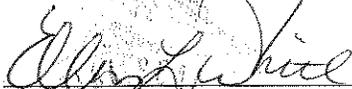
- a. Implement the work program as established by the EPCOG Board of Directors for the **2020-2021 Fiscal Year** including providing technical assistance, project and program planning, proposal development and funding assistance.
- b. Continue eligibility as an Economic Development District for participating localities under Section 402 of the Public Works and Economic Development Act of 1965, as amended.
- c. Address problems, issues and opportunities of a regional nature which go beyond single municipal or county jurisdictional boundaries and serve as a liaison and advocate for local governments within the region at the state and federal levels.
- d. Contract with NMDOT to provide RPO planning assistance to the Northeast and Southwest RPOs in collaboration with SENMEDD/COG and NCNEMEDD.
- e. Support planning, development and implementation of infrastructure plans and projects including assistance with preparation of Infrastructure Capital Improvement Plans (ICIP) as requested.

WHEREAS it is necessary to set forth the sum to be paid by the MEMBER to the EPCOG as annual dues, thereby placing the MEMBER with voting powers on the EPCOG Board of Directors as provided in the EPCOG By-Laws, with the MEMBER agreeing to furnish the following:

- a. To participate through their designated representative or alternate, in EPCOG's policy development process by attending meetings, helping formulate the annual work program, reviewing the EPCOG Goals and Objectives, and concurrences with the District Comprehensive Economic Development Strategy (CEDS).
- b. To pay to the EPCOG the sum of \$2,216.00 as annual membership dues as payment for the aforementioned services for the period beginning **July 1, 2020 and ending June 30, 2021**.
- c. The MEMBER hereby appoints Richard Primrose as their designated representative and Mike Cherry as alternate.

NOW THEREFORE BE IT RESOLVED THAT the MEMBER and the EPCOG hereby mutually agree to the aforementioned provisions of the Resolution and Agreement.

ATTESTATION:

  
Clerk or other Authorized Official

MEMBER GOVERNMENT

  
Signature of Authorized Official

ATTESTATION:

  
Mary Gray, Executive Assistant

EASTERN PLAINS COUNCIL OF GOVERNMENTS

  
Sandy Chancey, Executive Director

**Clinic/Program Name:** Quay County Family Health Center  
**Month Reported:** April 2020

**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**

Been providing about 80-85% of the visits via telephonically.

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

COVID-19 pandemic

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

Encounters are below the monthly goal, partially due to COVID and Provider PTO and CME hours.

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

None, we are fully staffed.

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

None. QCFHC is fully staffed

- 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?**

- Quay Co Commissioner Meeting
  - Quay Co Health Council
  - Quay Co Emergency Manager Meeting
- All meetings are via Zoom

- 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 via telephonic visits. Face to face are done under extenuating circumstances.

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

Travel restrictions imposed on all PMS staff.

**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

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

Meeting was held on March 17, 2020

Welcome and Introductions

Regional Goals

- Dental Access
- Behavioral Health services
- Advisory Board Members Engagement

Clinic Update

- Mock Audit Schedule
- Marketing Ideas
- Discussion of Regional Advisory future meeting dates
- Staff updates
- Community Outreach Updates
- COVID-19 precautions and plan of action for PMS

Home Visiting Update

- Enrolled Clients
- Outreach Events