



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
DECEMBER 14, 2020**

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session November 9, 2020

Approval/Amendment of Agenda

Public Comments

- I. Franklin McCasland, Quay County Commission Chairman**
- Presentation of Appreciation to Mike Cherry and Sue Dowell for Their Time and Dedication to the Residents of Quay County

Ongoing Business

New Business

- II. Janie Hoffman, Quay County Assessor**
- Presentation of Suicide Prevention
- III. Larry Moore, Quay County Road Superintendent**
- Request Approval of NMDOT CAP Match Waiver Amendment – Project No. L400485
 - Request Approval of NMDOT COOP Match Waiver Amendment – Project No. L400492
 - Request Approval of CAT Financial 001-0688345-000 Monthly Lease Extension Agreement
 - Request Approval of CAT Financial 001-0688345-001 Monthly Lease Extension Agreement
 - Road Update
- IV. Cheryl Simpson, Quay County Finance Director**
- Request Approval of FY2020-2021 Resolution No. 14 - Budget Increase to General Fund Sheriff Department Donation
 - Request Approval of FY2020-2021 Resolution No. 15 - Budget Increase for CARES Act Funding



DOC HCM-00500

01/11/2021 02:17 PM Doc Type: COCOM

Fee: (No Fieldtag Finance.TotalFees found)

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

Pages: 42



- Request Approval of **FY2020-2021 Resolution No. 16 - Budget Increase to Fire Districts for NMFA Debt Service/Fire Protection Grant Funding**
- Request Approval of **FY2020-2021 Resolution No. 17 – Road Match Waivers Granted**

V. Richard Primrose, Quay County Manager

- Request Approval of **FY2020-2021 Resolution No. 13 - Commission Meeting Dates and Requirements in Compliance with the NM Open Meetings Act**
- Request Approval of **2021 Quay County Holiday Schedule**
- **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

**VIII. 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**

IX. Franklin McCasland, Quay County Commission Chairman

- Proposed action, if any, from Executive Session

Adjourn

Lunch-Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

December 14, 2020

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 14th day of December, 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:

Janie Hoffman, Quay County Assessor
Lucas Bugg, Quay County Fire Marshall
Jerri Rush, District 2 Commissioner Elect
Daniel Zamora, Quay County Emergency Manager
Cheryl Simpson, Quay County Finance Director
Russell Shafer, Quay County Sheriff
Larry Moore, Quay County Road Superintendent
Ron Warnick, Quay County Sun

Chairman McCasland called the meeting to order. Daniel Zamora led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the November 9, 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 as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

Public Comments: Chairman McCasland presented outgoing Commissioners Dowell and Cherry with plaques recognizing their commitment to the citizens of Quay County for the past 8 years.

Commissioner Cherry thanked the Commissioners, Elected Officials and county staff for working with him, along with the voters who put him that position.

Commissioner Dowell thanked the residents of Quay County for electing her twice and who stood by her regarding issues she brought to the board. Dowell stated she believes the best course for Quay County will always be formulating plans based on input and ideas from all who are affected by the decisions. Dowell thanked the county employees, department heads and Elected Officials who make up the government of Quay County.

Chairman McCasland stated it has been an honor to work with both Commissioners Dowell and Cherry.

NEW BUSINESS:

Janie Hoffman, Quay County Assessor provided information regarding a personal campaign she has started to bring suicide prevention and awareness to the public.

Larry Moore, Quay County Road Superintendent, provided the road updates and approval requests:

1. Requested approval of NMDOT CAP Match Waiver Amendment for Project No. L-400485 in the amount of \$71,427.00 and for the COOP Match Waiver Amendment for Project No. L-400492 in the amount of \$23,142.00. Moore stated with the Match Waiver funding, these two projects were 100% funded with state funding. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the two Match Waiver Amendments described herein. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". Copies are attached to these minutes.
2. Requested approval of CAT Financial 001-0688345-000 and 001-0688345-001 monthly Lease Extension Agreements. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve said Agreements. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". Copies of both Extension Agreements are attached.
3. Moore reported the crews have completed the 18-19 School Bus Projects in House. This was the final project for the LGRF Agreements in 18-19. Moore said the crews did an excellent job and finished prior to the deadline of December 31, 2020. The completed projects included the following roads:
 - CAP project - 5 miles of caliche on Quay Road BH and 6.2 miles of chip seal on Quay Road AD
 - COOP project – 11 roads around the Tucumcari area totaling 10.55 miles of millings received as a donation from the State.
 - School Bus project – 5 roads in the House area totaling 12 miles.

Moore reported the above projects totaled 33.75 miles.

4. 16,348.44 cubic yards of millings have been approved from the state as a donation to be used for the upcoming School Bus project totaling 7 miles on Quay Road O in the San Jon area. The project is set to begin on January 11, 2021.
5. Stantec has completed the final design for Bridge 1625. They are waiting for permits from the State with an anticipated start date in March.
6. The crews will be maintaining equipment the remainder of this year.
7. Blade Reports were distributed.

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

1. FY2020-2021 Resolution No. 14; Increase to General Fund Sheriff Department for a donation from a citizen in the amount of \$1,000.00 to be use for supplies. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve said Resolution. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy is attached.
2. FY2020-2021 Resolution No. 15; Increase for CARES Act Funding in the amounts of \$152,550.00 (county portion) and \$372,750.00 (business grants). A MOTION was made by Mike

Cherry, SECONDED by Sue Dowell to approve said Resolution. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy is attached.

3. FY2020-2021 Resolution No. 16; Increase to Fire Districts for NMFA Debt Service/Fire Protection Grant Funding:

- NMFA Debt Service – Jordan Fire District - \$22,152.00
- Fire Protection Grant – Porter Fire District - \$270,000.00; Forrest Fire District - \$98,593.00

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve Resolution No. 16. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

4. FY2020-2021 Resolution No. 17; Road Department Match Waivers - \$94,569.00. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve said Resolution. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy is attached.

Quay County Manager, Richard Primrose requested approval of the following items and presented additional correspondence:

1. FY2020-2021 Resolution No. 13; Open Meetings Act Compliance and Notice of Regular Commission Meetings. A MOTION was made by Sue Dowell, SECONDED by Chairman McCasland to approve said Resolution. MOTION carried with Dowell voting "aye", McCasland voting "aye" and Cherry "abstained". A copy of both the Resolution and Notice of Meetings is attached and made public.
2. Presented the 2021 Holiday Schedule for approval. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached and will be distributed to the employees and the public.
3. Provided a copy of the monthly Gross Receipts Tax Report for November.
4. Reported the Legislative Conference will be held virtually in January and registration is now open.
5. Stated the Veterans Plaque hanging in the hallway of the Courthouse is in need of additional names being added. Commissioner Dowell had informed Primrose she had numerous calls from citizens regarding missing veterans. At Dowell's request, Primrose has contacted the VFW, who owns the plaque and maintains it, and they will attempt to get additional names added.
6. Reported that Daniel Zamora, Quay County Emergency Manager, has recently been awarded two grants totaling \$92,000.00. One in the amount of \$50,000.00 for cyber security and an additional \$42,000.00 for communications improvements.
7. Reported he has received an indication the Grant Agreement for \$350,000.00 from Capital Outlay should be sent to the County soon. Primrose reminded everyone that funding is for the roof at the fairgrounds.
8. Received an email from NM Department of Health with a certificate for Quay County regarding "Outstanding Health Awareness". The acknowledgement was later revoked by the Governor.
9. EPCOG will host a virtual Legislative Forum on December 17th at 10:00 a.m.

A MOTION was made by Sue Dowell SECONDED by Mike Cherry to approve the expenditures included in the Accounts Payable Report ending December 11, 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:

Commissioner Dowell stated she hopes to see three items of concern stay on the radar for County. The first is the updating of the Veterans Plaque and she thanked the VFW for beginning to work on it. The second item is the dangerous intersection at HWY 54 and Quay Road AI, along with many other dangerous intersections in Quay County that intersect with HWY 54. The third item is to increase communication with citizens.

A MOTION was made by Mike Cherry, Seconded by Sue Dowell to go into Executive Session pursuant to Section 10-15-1(H) 7 for discussion of pending or threatened litigation. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

Time noted 9:35 a.m.

---Executive Session---

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

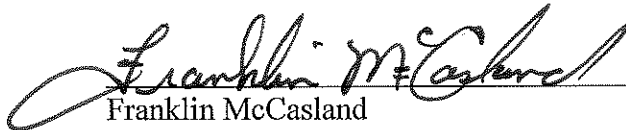
A MOTION was made by Mike Cherry, SECONDED by Sue Dowell that only the above described item was discussed in Executive Session. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

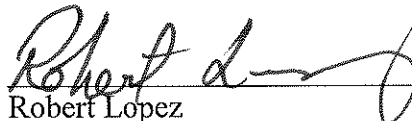
Chairman McCasland noted No Action as a result of the Executive Session will be taken.

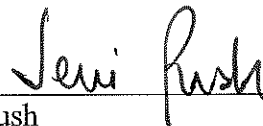
There being no further business, a MOTION was made by Mike Cherry SECONDED by Sue Dowell to adjourn. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". Time noted 11:05 a.m.

Respectfully submitted by Ellen White, County Clerk.


BOARD OF QUAY COUNTY COMMISSIONERS

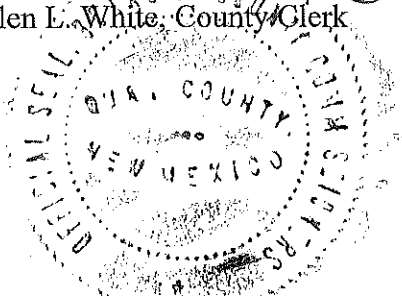

Franklin McCasland

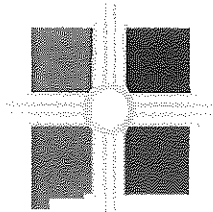

Robert Lopez


Jerri Rush

ATTEST:


Ellen L. White, County Clerk





New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

November 20, 2020

Richard Primrose, County Manager
QUAY COUNTY
P.O. Box 1246
Tucumcari, New Mexico 88401

Project No: L400485

Dear County Manager Primrose:

We are pleased to inform you that your request for Match Waiver funds, for Project L400485 was approved by the State Transportation Commission. The project funding is as follows:

Total Project Amount:	\$285,709.00
Department Share:	\$214,282.00
Matching Funding Waived	\$71,427.00
Entity Match	\$.00

The District 4 office will develop needed documentation then forward to you for signature. If you have any questions or comments please contact me at (505) 699-9946.

Sincerely,

Clarissa Martinez
LGRF/Capital Outlay Manager, NMDOT

C: District 4 Engineer
District 4 LGRF Coordinator

**Michelle Lujan
Grisham**
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Contract No.	<u>D18517</u>
Vendor No.	<u>54395</u>
Control No.	<u>L400485</u>

**FIRST AMENDMENT TO
LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT
PROGRAM COOPERATIVE AGREEMENT**

This **First Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the **Quay County** (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. **D18517**, on **August 3, 2020**; and,

Whereas, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to waive the Public Entity's 25% matching share, as provided for under NMSA 1978, Section 67-3-28.2 E; and,

Whereas, the State Transportation Commission approved the Project changes on **November 19, 2020**; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

1. Section 2a and 2b, Project Funding, is deleted and replaced by the following:

2. Project Funding.

- a. The estimated total cost for the Project is **Two Hundred Eighty Five Thousand, Seven Hundred Nine Dollars (\$285,709.00)** to be funded in proportional share by the parties as follows:

1. Department shall fund the Project from the following Programs:

State Road Fund	75%	\$214,282.00
Match Waiver Program	25%	\$71,427.00

Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county roads

2. The Public Entity's required proportional matching of 25% is **Waived**

3. Total Project Cost **\$285,709.00**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **Two Hundred Eighty Five Thousand, Seven Hundred Nine Dollars (\$285,709.00)**

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this **FIRST** Amendment.

The remainder of this page is intentionally left blank.

In Witness Whereof, each party is signing this Agreement on the date stated opposite that party's signature.

New Mexico Department of Transportation

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Quay County

By: Franklin McCasland

Date: 12-14-20

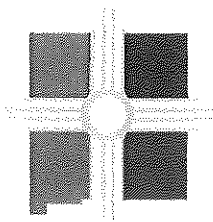
Name: Franklin McCasland

Title: Chairman

ATTEST:

By: Elita L. White
County Clerk

Date: 12-14-20



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

November 20, 2020

Richard Primrose, County Manager
QUAY COUNTY
P.O. Box 1246
Tucumcari, New Mexico 88401

Project No: L400492

Dear County Manager Primrose:

We are pleased to inform you that your request for Match Waiver funds, for Project L400492 was approved by the State Transportation Commission. The project funding is as follows:

Total Project Amount:	\$92,569.00
Department Share:	\$69,427.00
Matching Funding Waived	\$23,142.00
Entity Match	\$.00

The District 4 office will develop needed documentation then forward to you for signature. If you have any questions or comments please contact me at (505) 699-9946.

Sincerely,

Clarissa Martinez
LGRF/Capital Outlay Manager, NMDOT

C: District 4 Engineer
District 4 LGRF Coordinator

**Michelle Lujan
Grisham**
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

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Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Contract No.	<u>D18513</u>
Vendor No.	<u>54395</u>
Control No.	<u>L400492</u>

**FIRST AMENDMENT TO
LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT
PROGRAM COOPERATIVE AGREEMENT**

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RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. **D18513**, on **August 3, 2020**; and,

Whereas, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to waive the Public Entity's 25% matching share, as provided for under NMSA 1978, Section 67-3-28.2 E; and,

Whereas, the State Transportation Commission approved the Project changes on **November 19, 2020**; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

1. Section 2a and 2b, Project Funding, is deleted and replaced by the following:

2. Project Funding.

a. The estimated total cost for the Project is **Ninety Two Thousand, Five Hundred Sixty Nine Dollars (\$92,569.00)** to be funded in proportional share by the parties as follows:

1. Department shall fund the Project from the following Programs:

State Road Fund	75%	\$69,427.00
Match Waiver Program	25%	\$23,142.00

Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county roads

2. The Public Entity's required proportional matching of 25% is **Waived**

3. Total Project Cost **\$92,569.00**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **Ninety Two Thousand, Five Hundred Sixty Nine Dollars (\$92,569.00)**

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this **First Amendment**.

The remainder of this page is intentionally left blank.

In Witness Whereof, each party is signing this Agreement on the date stated opposite that party's signature.

New Mexico Department of Transportation

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Quay County

By: Franklin McCasland

Date: 12-14-20

Name: Franklin McCasland

Title: Chairman

ATTEST:

By: Michelle L White
County Clerk

Date: 12-14-20

**Caterpillar Financial Services Corporation**

2120 West End Avenue
P.O. Box 340001
Nashville, Tennessee 37203 0001 USA
Telephone 1 615-341-1000

November 11, 2020

QUAY, NEW MEXICO, COUNTY OF
300 S. 3RD ST.
P.O. BOX 1246
TUCUMCARI, NM 88401-1246

RE: Options at Expiration of Tax Lease

Dear **QUAY, NEW MEXICO, COUNTY OF:**

We are writing to remind you that your Tax Lease **001-0688345-001**, which began on **02/20/2014** (the "Lease"), for the following equipment ("Equipment") will expire on **02/19/2021** ("Expiration Date").

Make	Model	Serial Number	Equipment CVO Purchase Price	Max Hourly Usage (Annual)
Caterpillar	140M2	M9D01737	\$134,820.00*	

* Does not include applicable taxes, fees, charges or other final adjustments.

In light of the upcoming expiration of the Lease, we would also like to remind you of the options that may be available to you in connection with the Lease. Regardless of which option you choose, you must notify us of your intention no later than 60 days prior to the Expiration Date. **Please complete and return the attached form to one of us using the fax or email information listed below before 12/21/2020.**

What are my options?

1. Extend the Lease: Short Term

Subject to approval, we may extend your Lease on a short-term monthly basis under the same terms and conditions of the original lease, except for the CVO Purchase Price, which will no longer be available. Should you decide to purchase the Equipment at the end of any month during the short-term monthly extension period, such purchase will be at the then fair market value of the Equipment, as determined by Caterpillar Financial. The lease payments made during any short-term monthly extension period will not be credited towards or reduce the fair market value purchase price of the Equipment. Any short-term monthly extension must be finalized by signing and returning to us a Monthly Lease Extension Agreement on or prior to the Expiration Date.

2. Extend the Lease: Fixed Term

Subject to credit approval, you can extend the Lease for an additional 12, 24 or 36 month term (or other terms as agreed to between you and Caterpillar Financial). A new CVO Purchase Price will apply if you should decide to purchase the Equipment at the end of the extension period. The lease payments made during any such extension period will not be credited towards or reduce the fair market value purchase price of the Equipment. Any lease extension must be finalized on or prior to the Expiration Date.

3. Finance the Equipment CVO Purchase Price with Caterpillar Financial

If you want to buy the Equipment but cannot pay the full CVO Purchase Price at one time, subject to credit approval, you can finance up to **100%** of the CVO Purchase Price with us and pay for the Equipment over time. Depending on the terms of the credit approval, we can provide financing for your purchase of the Equipment with flexible terms of up to 48 months. The purchase must be completed on or prior to the Expiration Date.

4. Purchase the Equipment at the Equipment CVO Purchase Price

If you wish to purchase the Equipment without financing, we will provide you with a final invoice that outlines the full



amount required to buy the Equipment. The final invoice will include any outstanding payments, applicable taxes, and any adjustments. The purchase must be completed on or prior to the Expiration Date.

5. Return the Equipment

If you wish to return the Equipment, we would like to remind you of your obligations under the Lease and other related documents which detail the Equipment return conditions, including but not limited to hourly usage, undercarriage/tire wear requirements, operating condition, cleaning requirements, etc. We recommend that you contact your local Caterpillar dealer to arrange for a pre-inspection to determine any necessary repairs that would need to be completed prior to the Expiration Date. Return of the Equipment is due on or prior to the Expiration Date. **Any outstanding fees or charges are due on the date the Equipment is returned. Fees or charges relating to non-compliance with return conditions, if any, will be invoiced at a later date.**

What happens if I fail to select an option prior to the Expiration Date?

You are responsible for additional rent and other charges incurred (as detailed in the Lease) if arrangements have not been made to purchase the Equipment, extend the lease, or return the Equipment by the Expiration Date. Please note that the Equipment CVO Purchase Price will not be available after the Expiration Date. Any purchases of Equipment after the Expiration Date will be at the then fair market value of the Equipment, as determined by Caterpillar Financial. Any additional rent incurred after the Expiration Date will not be credited towards or reduce the fair market value purchase price of the Equipment, as determined by Caterpillar Financial.

In addition, if you have other equipment (including non-Caterpillar equipment) that you are considering refinancing, this would be an excellent opportunity to combine them all into one financing package with one monthly payment.

Please feel free to contact us to discuss your options or any questions or concerns you may have. If we do not hear from you, or we do not receive your completed form in a timely manner, we will contact you to discuss your options as the Lease Term comes to an end.

We truly appreciate your business and look forward to continuing to provide solutions to help your enterprise succeed.

Sincerely yours,

Lease Services
Caterpillar Financial Services Corporation
Phone: 800-651-0567
Fax: 615-341-8578
Email: CFAS.LeaseServices@cat.com

Tax Lease Expiration Option Notification

To: Caterpillar Financial Services Corporation
Attention: Lease Services
Tel: (800) 651-0567
Fax: (615) 341-8578
E-mail: CFAS.LeaseServices@cat.com

Lessee: QUAY, NEW MEXICO, COUNTY OF

Contract #: 001-0688345-001

Equipment:

Make	Model	Serial Number	Equipment CVO Purchase Price*
Caterpillar	140M2	M9D01737	\$134,820.00*

* Does not include applicable taxes, fees, charges or other final adjustments.

QUAY, NEW MEXICO, COUNTY OF hereby request(s) to exercise the following option (*please check one*) at the end of the Lease term (some options are subject to Caterpillar Financial approval):

- ☒ **Extend the Lease: Short-Term Monthly Extension, subject to approval by Caterpillar Financial.** In order to elect this option, you must sign and date the enclosed Monthly Lease Extension Agreement.
- ☐ **Extend the Lease: Fixed-Term Extension, subject to credit approval by Caterpillar Financial.** Please indicate requested term: _____. Your monthly payment may change when selecting this option. Please contact Cat Financial for a quote.
- ☐ **Finance the Equipment CVO Purchase Price, plus applicable taxes, fees, charges or other final adjustments, with Caterpillar Financial, subject to credit approval.**
- ☐ **Purchase the Equipment at the CVO Purchase Price, plus applicable taxes, fees, charges or other final adjustments.**
- ☐ **Return the Equipment.** The Equipment must be returned no later than **02/19/2021** (Please contact a Caterpillar Financial representative to determine location):

Dealer

Branch Location

In order for Caterpillar Financial to contact you, please provide your contact information below:

Name: Franklin McEwen Title: Chairman

Tel #: 575461-2112 Cell #: 20

E-mail: mccewen@quay.com

Kindly fill out and return this form to Caterpillar Financial no later than 12/21/2020. Alternatively, to discuss your options further, please don't hesitate to contact the Lease Services department or your local Cat Financial Territory Manager.



Monthly Lease Extension Agreement

001-0688345-001

This Monthly Lease Extension Agreement (the "Agreement") is by and between Caterpillar Financial Services Corporation ("we", "us" or "our") and the Lessee named below ("you" or "your") (collectively, the "Parties"). The Parties had entered into one or more Tax Leases (each, an "Original Lease") for the Contract Number(s) set out above and enter into this Agreement to extend and amend the provisions of the Original Lease(s). Capitalized terms used and not defined in this Agreement will have the meanings given to them in the Original Lease(s).

1. PARTIES

LESSOR ("we", "us", or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ("you" or "your"):

QUAY, NEW MEXICO, COUNTY OF
300 S. 3RD ST.
P.O. BOX 1246
TUCUMCARI, NM 88401-1246

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model year, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.
CAT MOTOR GRADER	M9D01737

RENEWAL AND EXTENSION TERMS AND CONDITIONS

3. Extension of Lease Term The Original Lease(s) expired or will expire on 02/19/2021 ("Expiration Date"). The Parties hereby extend the Lease Term on a month-to-month basis, commencing on the Expiration Date, and on the same terms and conditions of the Original Lease(s), except as modified herein, until this Agreement is terminated or canceled as permitted herein.

4. Rent You will pay us the Monthly Rent on the same day of the month and in the same amount as indicated in the Original Lease(s), commencing as of the Expiration. Monthly Rent paid during any monthly extension period is in exchange solely for your right to use the Unit during such extension period, and it will not be credited towards or reduce the fair market value purchase price of the Unit should you be permitted to purchase the Unit in accordance with Section 6 below.

5. Termination Either Party may terminate this Agreement by giving the other Party written notice 15 days prior to the due date of the next installment of Monthly Rent. If this Agreement applies to more than one Original Lease, then Either Party may terminate this Agreement with respect to any Original Lease by giving the other Party written notice 15 days prior to the due date of the next installment of Monthly Rent under the applicable Original Lease, in which case this Agreement will remain in full force and effect with respect to other Original Lease(s) to which this Agreement applies, until such time as this Agreement has been terminated in accordance with this Section with respect to all Original Leases.

6. Modification of Purchase Option The Parties agree that any purchase option indicated in any Original Lease is not available after the Expiration Date. If no Event of Default has occurred and is continuing, you may purchase any Unit at the end of any monthly period during the term of this Agreement at the fair market value of such Unit, as determined by us. Upon request, we will inform you of the fair market value purchase price. In order to exercise this purchase option, you must send us 30 days prior written notice. Upon receipt of the fair market value purchase price and all other amounts owing under this Agreement, plus any taxes or our other costs and owing under this Agreement, plus any taxes or our other costs and expenses arising from the sale of the Unit or the delivery of the bill of sale, we will deliver to you, upon request, a bill of sale without warranties except that the Unit is free of all encumbrances of any person claiming through us. You agree to purchase the Unit "AS IS, WHERE IS, WITH ALL FAULTS." As stated in Section 4, Monthly Rent payments made during the monthly extension period

will not be credited towards or reduce the fair market value purchase price of the Unit(s).

7. Modification of Return Agreement Notwithstanding anything to the contrary in any applicable Return Agreement (or Application Survey), you may operate the Unit(s) for a maximum total number of hours equal to the total Lease Hours indicated on the Return Agreement (or Application Survey), plus the prorated hours allowed during the lease extension period. Each monthly payment received during the extension period will increase the total allowable hours by the equivalent monthly hours allowed under the Original Lease (i.e., the total Lease Hours divided by the number of months in the Lease Term). Excess hours will be charged at the rate indicated in the applicable Return Agreement (or Application Survey).

8. Terms and Conditions of Original Lease(s) You agree and acknowledge that this is a renewal and extension of the Original Lease(s), including, without limitation, any applicable Return Agreement (or Application Survey). All of the terms and conditions of the Original Lease(s), except as herein modified, remain in full force and effect and are made a part of this Agreement.

9. Notices; Applicable Law All notices must be in writing, addressed to the other Party at the address stated on the front of this Agreement or at such other address as may be furnished in writing. This Agreement is governed by and construed under the laws of the State of Tennessee, without giving effect to the conflict-of-laws principles.

10. Successors and Assigns This Agreement is for the benefit of, and is binding upon, your and our respective successors and assigns.

11. Miscellaneous Headings do not affect the meaning or interpretation of this Agreement. If a provision of this Agreement is invalid under any law, it shall be deemed omitted. Any such omission will not invalidate the remaining provisions. To the extent any payment due us under this Agreement is deemed to be usurious, the payment obligation shall be amended and limited to the maximum lawful amount. All obligations under this Agreement survive the expiration or termination of the Agreement if necessary to give full effect to the terms of this Agreement. A photocopy or facsimile of this Agreement will be legally admissible under the "best evidence rule." A signed copy of this Agreement and any related document sent electronically will be treated as an original document and will be admissible as evidence thereof, and all signatures thereon will be binding as if manual signatures were personally delivered.

SIGNATURES

LESSOR Caterpillar Financial Services Corporation

Signature _____

Name (print) _____

Title _____

Date _____

LESSEE QUAY, NEW MEXICO, COUNTY OF
Signature *Franklin McCasland*
Name (print) Franklin McCasland
Title Chairman
Date 12-14-2020

**Caterpillar Financial Services Corporation**

2120 West End Avenue
P.O. Box 340001
Nashville, Tennessee 37203 0001 USA
Telephone 1 615-341-1000

November 11, 2020

QUAY, NEW MEXICO, COUNTY OF
300 S. 3RD ST.
P.O. BOX 1246
TUCUMCARI, NM 88401-1246

RE: Options at Expiration of Tax Lease

Dear QUAY, NEW MEXICO, COUNTY OF:

We are writing to remind you that your Tax Lease **001-0688345-000**, which began on **02/20/2014** (the "Lease"), for the following equipment ("Equipment") will expire on **02/19/2021** ("Expiration Date").

Make	Model	Serial Number	Equipment CVO Purchase Price	Max Hourly Usage (Annual)
Caterpillar	140M2	M9D01734	\$134,820.00*	

* Does not include applicable taxes, fees, charges or other final adjustments.

In light of the upcoming expiration of the Lease, we would also like to remind you of the options that may be available to you in connection with the Lease. Regardless of which option you choose, you must notify us of your intention no later than 60 days prior to the Expiration Date. **Please complete and return the attached form to one of us using the fax or email information listed below before 12/21/2020.**

What are my options?**1. Extend the Lease: Short Term**

Subject to approval, we may extend your Lease on a short-term monthly basis under the same terms and conditions of the original lease, except for the CVO Purchase Price, which will no longer be available. Should you decide to purchase the Equipment at the end of any month during the short-term monthly extension period, such purchase will be at the then fair market value of the Equipment, as determined by Caterpillar Financial. The lease payments made during any short-term monthly extension period will not be credited towards or reduce the fair market value purchase price of the Equipment. Any short-term monthly extension must be finalized by signing and returning to us a Monthly Lease Extension Agreement on or prior to the Expiration Date.

2. Extend the Lease: Fixed Term

Subject to credit approval, you can extend the Lease for an additional 12, 24 or 36 month term (or other terms as agreed to between you and Caterpillar Financial). A new CVO Purchase Price will apply if you should decide to purchase the Equipment at the end of the extension period. The lease payments made during any such extension period will not be credited towards or reduce the fair market value purchase price of the Equipment. Any lease extension must be finalized on or prior to the Expiration Date.

3. Finance the Equipment CVO Purchase Price with Caterpillar Financial

If you want to buy the Equipment but cannot pay the full CVO Purchase Price at one time, subject to credit approval, you can finance up to **100%** of the CVO Purchase Price with us and pay for the Equipment over time. Depending on the terms of the credit approval, we can provide financing for your purchase of the Equipment with flexible terms of up to 48 months. The purchase must be completed on or prior to the Expiration Date.

4. Purchase the Equipment at the Equipment CVO Purchase Price

If you wish to purchase the Equipment without financing, we will provide you with a final invoice that outlines the full



amount required to buy the Equipment. The final invoice will include any outstanding payments, applicable taxes, and any adjustments. The purchase must be completed on or prior to the Expiration Date.

5. Return the Equipment

If you wish to return the Equipment, we would like to remind you of your obligations under the Lease and other related documents which detail the Equipment return conditions, including but not limited to hourly usage, undercarriage/tire wear requirements, operating condition, cleaning requirements, etc. We recommend that you contact your local Caterpillar dealer to arrange for a pre-inspection to determine any necessary repairs that would need to be completed prior to the Expiration Date. Return of the Equipment is due on or prior to the Expiration Date. **Any outstanding fees or charges are due on the date the Equipment is returned. Fees or charges relating to non-compliance with return conditions, if any, will be invoiced at a later date.**

What happens if I fail to select an option prior to the Expiration Date?

You are responsible for additional rent and other charges incurred (as detailed in the Lease) if arrangements have not been made to purchase the Equipment, extend the lease, or return the Equipment by the Expiration Date. Please note that the Equipment CVO Purchase Price will not be available after the Expiration Date. Any purchases of Equipment after the Expiration Date will be at the then fair market value of the Equipment, as determined by Caterpillar Financial. Any additional rent incurred after the Expiration Date will not be credited towards or reduce the fair market value purchase price of the Equipment, as determined by Caterpillar Financial.

In addition, if you have other equipment (including non-Caterpillar equipment) that you are considering refinancing, this would be an excellent opportunity to combine them all into one financing package with one monthly payment.

Please feel free to contact us to discuss your options or any questions or concerns you may have. If we do not hear from you, or we do not receive your completed form in a timely manner, we will contact you to discuss your options as the Lease Term comes to an end.

We truly appreciate your business and look forward to continuing to provide solutions to help your enterprise succeed.

Sincerely yours,

Lease Services
Caterpillar Financial Services Corporation
Phone: 800-651-0567
Fax: 615-341-8578
Email: CFAS.LeaseServices@cat.com

**Tax Lease Expiration Option Notification**

To: Caterpillar Financial Services Corporation
Attention: Lease Services
Tel: (800) 651-0567
Fax: (615) 341-8578
E-mail: CFAS.LeaseServices@cat.com

Lessee: **QUAY, NEW MEXICO, COUNTY OF**

Contract #: **001-0688345-000**

Equipment:

Make	Model	Serial Number	Equipment CVO Purchase Price*
Caterpillar	140M2	M9D01734	\$134,820.00*

* Does not include applicable taxes, fees, charges or other final adjustments.

QUAY, NEW MEXICO, COUNTY OF hereby request(s) to exercise the following option (*please check one*) at the end of the Lease term (some options are subject to Caterpillar Financial approval):

- ☒ **Extend the Lease: Short-Term Monthly Extension, subject to approval by Caterpillar Financial.** In order to elect this option, you must sign and date the enclosed Monthly Lease Extension Agreement.
- ☐ **Extend the Lease: Fixed-Term Extension, subject to credit approval by Caterpillar Financial. Please indicate requested term:** _____. Your monthly payment may change when selecting this option. Please contact Cat Financial for a quote.
- ☐ **Finance the Equipment CVO Purchase Price, plus applicable taxes, fees, charges or other final adjustments, with Caterpillar Financial, subject to credit approval.**
- ☐ **Purchase the Equipment at the CVO Purchase Price, plus applicable taxes, fees, charges or other final adjustments.**
- ☐ **Return the Equipment.** The Equipment must be returned no later than **02/19/2021** (Please contact a Caterpillar Financial representative to determine location):

Dealer

Branch Location

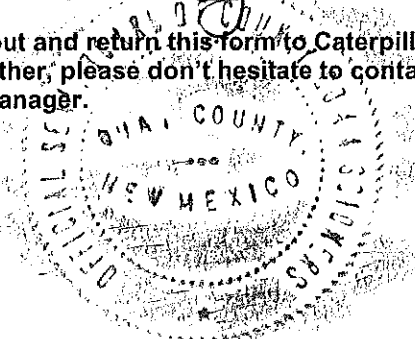
In order for Caterpillar Financial to contact you, please provide your contact information below:

Name: Franklin McFarland Title: Chairman

Tel #: 505-441-2112 Cell #: 0

E-mail: fmcfarland.79@yahoo.com

Kindly fill out and return this form to Caterpillar Financial no later than 12/21/2020. Alternatively, to discuss your options further, please don't hesitate to contact the Lease Services department or your local Cat Financial Territory Manager.





Monthly Lease Extension Agreement 001-0688345-000

This Monthly Lease Extension Agreement (the "Agreement") is by and between Caterpillar Financial Services Corporation ("we", "us" or "our") and the Lessee named below ("you" or "your") (collectively, the "Parties"). The Parties had entered into one or more Tax Leases (each, an "Original Lease") for the Contract Number(s) set out above and enter into this Agreement to extend and amend the provisions of the Original Lease(s). Capitalized terms used and not defined in this Agreement will have the meanings given to them in the Original Lease(s).

1. PARTIES

LESSOR ("we", "us", or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ("you" or "your"):

QUAY, NEW MEXICO, COUNTY OF
300 S. 3RD ST.
P.O. BOX 1246
TUCUMCARI, NM 88401-1246

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model year, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.
CAT MOTOR GRADER	M9D01734

RENEWAL AND EXTENSION TERMS AND CONDITIONS

3. Extension of Lease Term The Original Lease(s) expired or will expire on 02/19/2021 ("Expiration Date"). The Parties hereby extend the Lease Term on a month-to-month basis, commencing on the Expiration Date, and on the same terms and conditions of the Original Lease(s), except as modified herein, until this Agreement is terminated or canceled as permitted herein.

4. Rent You will pay us the Monthly Rent on the same day of the month and in the same amount as indicated in the Original Lease(s), commencing as of the Expiration. Monthly Rent paid during any monthly extension period is in exchange solely for your right to use the Unit during such extension period, and it will not be credited towards or reduce the fair market value purchase price of the Unit should you be permitted to purchase the Unit in accordance with Section 6 below.

5. Termination Either Party may terminate this Agreement by giving the other Party written notice 15 days prior to the due date of the next installment of Monthly Rent. If this Agreement applies to more than one Original Lease, then Either Party may terminate this Agreement with respect to any Original Lease by giving the other Party written notice 15 days prior to the due date of the next installment of Monthly Rent under the applicable Original Lease, in which case this Agreement will remain in full force and effect with respect to other Original Lease(s) to which this Agreement applies, until such time as this Agreement has been terminated in accordance with this Section with respect to all Original Leases.

6. Modification of Purchase Option The Parties agree that any purchase option indicated in any Original Lease is not available after the Expiration Date. If no Event of Default has occurred and is continuing, you may purchase any Unit at the end of any monthly period during the term of this Agreement at the fair market value of such Unit, as determined by us. Upon request, we will inform you of the fair market value purchase price. In order to exercise this purchase option, you must send us 30 days prior written notice. Upon receipt of the fair market value purchase price and all other amounts owing under this Agreement, plus any taxes or our other costs and expenses arising from the sale of the Unit or the delivery of the bill of sale, we will deliver to you, upon request, a bill of sale without warranties except that the Unit is free of all encumbrances of any person claiming through us. You agree to purchase the Unit "AS IS, WHERE IS, WITH ALL FAULTS." As stated in Section 4, Monthly Rent payments made during the monthly extension period

will not be credited towards or reduce the fair market value purchase price of the Unit(s).

7. Modification of Return Agreement Notwithstanding anything to the contrary in any applicable Return Agreement (or Application Survey), you may operate the Unit(s) for a maximum total number of hours equal to the total Lease Hours indicated on the Return Agreement (or Application Survey), plus the prorated hours allowed during the lease extension period. Each monthly payment received during the extension period will increase the total allowable hours by the equivalent monthly hours allowed under the Original Lease (i.e., the total Lease Hours divided by the number of months in the Lease Term). Excess hours will be charged at the rate indicated in the applicable Return Agreement (or Application Survey).

8. Terms and Conditions of Original Lease(s) You agree and acknowledge that this is a renewal and extension of the Original Lease(s), including, without limitation, any applicable Return Agreement (or Application Survey). All of the terms and conditions of the Original Lease(s), except as herein modified, remain in full force and effect and are made a part of this Agreement.

9. Notices; Applicable Law All notices must be in writing, addressed to the other Party at the address stated on the front of this Agreement or at such other address as may be furnished in writing. This Agreement is governed by and construed under the laws of the State of Tennessee, without giving effect to the conflict-of-laws principles.

10. Successors and Assigns This Agreement is for the benefit of, and is binding upon, you and our respective successors and assigns.

11. Miscellaneous Headings do not affect the meaning or interpretation of this Agreement. If a provision of this Agreement is invalid under any law, it shall be deemed omitted. Any such omission will not invalidate the remaining provisions. To the extent any payment due us under this Agreement is deemed to be usurious, the payment obligation shall be amended and limited to the maximum lawful amount. All obligations under this Agreement survive the expiration or termination of the Agreement if necessary to give full effect to the terms of this Agreement. A photocopy or facsimile of this Agreement will be legally admissible under the "best evidence rule." A signed copy of this Agreement and any related document sent electronically will be treated as an original document and will be admissible as evidence thereof, and all signatures thereon will be binding as if manual signatures were personally delivered.

SIGNATURES

LESSOR Caterpillar Financial Services Corporation

Signature _____

Name (print) _____

Title _____

Date _____

LESSEE QUAY, NEW MEXICO, COUNTY OF

Signature *Franklin McCasland*

Name (print) Franklin McCasland

Title *Charleston*

Date 12-14-2020

DATE/20	NAME	ROAD	BLADED	BLOCKS	MILES	ADDITIONAL WORK TO ROAD/COMMENTS
11/02/20	LARRY	QUAY ROAD	36	2900-3500	6.00	
	LARRY	QUAY ROAD	AI	3522-3600	0.78	
	LARRY	QUAY ROAD	AD	3700-3800	1.00	FILLED POTHOLES
	DONALD	QUAY ROAD	57	3200-3400	2.00	PULLED DITCHES/FIXED WASHBOARD/POTHOLES
	DONALD	QUAY ROAD	58	3400-3600	2.00	PULLED DITCHES/FIXED WASHBOARD/POTHOLES
	DONALD	QUAY ROAD	59	3636-7000	0.66	PULLED DITCHES/FIXED WASHBOARD/POTHOLES
	DONALD	QUAY ROAD	62	3500-3600	1.00	PULLED DITCHES/FIXED WASHBOARD/POTHOLES
	DONALD	QUAY ROAD	AJ	6150-6200	0.50	PULLED DITCHES/FIXED WASHBOARD/POTHOLES
	DONALD	QUAY ROAD	AK	5800-6000	2.00	PULLED DITCHES/FIXED WASHBOARD/POTHOLES
	LOUIS	QUAY ROAD	65	1500-1700	2.00	
	LOUIS	QUAY ROAD	O	6400-6600	2.00	
	LOUIS	QUAY ROAD	P	6600-6850	2.50	
	TONY	QUAY ROAD	R	1800-1900	1.00	
	TONY	QUAY ROAD	K	8500-8800	3.00	
11/03/20	DONALD	QUAY ROAD	AP.5	6650-6700	0.50	PULLED DITCH
	DONALD	QUAY ROAD	66.5	4000-4150	1.50	PULLED DITCH
	DONALD	QUAY ROAD	65	4225-4440	2.30	PULLED DITCH
	DONALD	QUAY ROAD	AT	6300-6375	0.65	PULLED DITCH
	DONALD	QUAY ROAD	AJ	6200-6300	1.00	PULLED DITCH
	DONALD	QUAY ROAD	64.5	4200-4300	0.75	PULLED DITCH
	DONALD	QUAY ROAD	AR	4200-4300	1.00	PULLED DITCH
	DONALD	QUAY ROAD	62.5	4175-4200	0.25	
	LARRY	QUAY ROAD	AH	3400-3700	3.00	
	LARRY	QUAY ROAD	34	2900-3500	6.00	
	DONALD	QUAY ROAD	AQ	6175-6225	0.50	
	LOUIS	QUAY ROAD	U	5700-5950	2.50	
	LOUIS	QUAY ROAD	57	1800-2200	4.00	
	LOUIS	QUAY ROAD	V	5550-5700	1.50	
	LOUIS	QUAY ROAD	55	1800-1900	1.00	
	TONY	QUAY ROAD	F	8700-9300	6.00	
11/04/20	LARRY	QUAY ROAD	34	2700-2900	2.00	
	LARRY	QUAY ROAD	AO	3400-3600	2.00	
	LARRY	QUAY ROAD	AH	3000-3400	4.00	
	DONALD	QUAY ROAD	51	2550-2900	3.80	
	DONALD	QUAY ROAD	AC	5100-5200	1.50	
	DONALD	QUAY ROAD	AI	5200-5400	2.00	
	DONALD	QUAY ROAD	61	3300-3400	0.50	
	LOUIS	QUAY ROAD	T	6500-6600	1.00	
	LOUIS	QUAY ROAD	T	6300-6400	1.00	
	LOUIS	QUAY ROAD	M	5400-5950	5.50	
	LOUIS	RT.66		0050-0500	4.50	
	LOUIS	RT.66		0600-0800	2.00	
	TONY	QUAY ROAD	F	8300-8700	4.00	
	TONY	QUAY ROAD	83	6000-7000	1.00	
	TONY	QUAY ROAD	G	8300-8400	1.00	
	TONY	QUAY ROAD	K	0700-0800	1.00	
11/5/2020	LARRY	QUAY ROAD	31	2900-3500	6.00	
	LARRY	QUAY ROAD	AF	3100-3400	3.00	
	LARRY	QUAY ROAD	AE	3200-3350	0.50	
	DONALD	QUAY ROAD	67	3000-3150	1.00	FIXED RUTS
	DONALD	QUAY ROAD	65	2800-2900	1.00	PULLED DITCHES

	DONALD	QUAY ROAD AC	6300-6400	1.00 PULLED DITCHES
	DONALD	QUAY ROAD 64	2900-3000	1.00 PULLED DITCHES
	DONALD	QUAY ROAD AE	6300-6400	0.92
	TONY	QUAY ROAD K	8450-8500	0.50
	TONY	QUAY ROAD K	0800-1100	3.00
11/9/2020	DONALD	QUAY ROAD 61	2800-3100	3.00 PULLED DITCHES
	DONALD	QUAY ROAD AC	6100-6183	0.83
	DONALD			MOVED BURM AT DIST.1 FIRESTATION
11/10/2020	TONY	QUAY ROAD 101	1000-1300	3.00
	TONY	QUAY ROAD M	9600-9800	2.00
	TONY	QUAY ROAD L	9400-9500	1.00
	TONY	QUAY ROAD 93	0600-0800	2.00
11/16/2020	DONALD	QUAY ROAD BH	2700-3300	6.00 PULLED DITCHES/ROCKS EXPOSED
11/17/2020	TONY	QUAY ROAD C	8900-9100	2.00
	TONY	QUAY ROAD 90	3000-5000	2.00
	TONY	QUAY ROAD 93	8000-10000	2.00
11/24/2020	TONY	QUAY ROAD L	8800-9100	3.00
	TONY	QUAY ROAD L	9500-7600	1.00
	TONY	QUAY ROAD 96	1200-1300	1.00
11/30/2020	DONALD	QUAY ROAD 65	3900-3950	0.50 PULLED DITCHES
	DONALD	ALLEN LANE	6490-6500	0.10 PULLED DITCHES
	LARRY	QUAY ROAD AF	3000-3100	1.00
	LARRY	QUAY ROAD AF	3400-3600	2.00
	LARRY	QUAY ROAD AE	3000-3400	4.00
	LOUIS	QUAY ROAD Q	6375-6500	1.25
	LOUIS	QUAY ROAD 65	1700-1800	1.00
	LOUIS	QUAY ROAD 66	1800-2000	2.00
		TOTAL		154.29

**QUAY COUNTY
FISCAL YEAR 2020-2021
RESOLUTION No. 14**

Authorization of Budgetary Increase to **General Fund Sheriff Dept. (401-82)**

WHEREAS, at meeting of the Board of Quay County Commissioners on December 14, 2020 the following was among the proceedings;

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

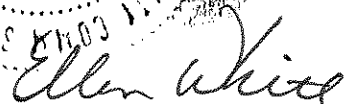
State Fund 11000 Budgetary Increase	<u>DEBIT</u>	<u>CREDIT</u>
11000-0001-46010 Contributions/Donations		\$1000.00
11000-1005-56999 Supplies – Other	\$1000.00	

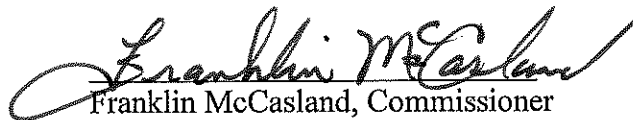
WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **Donation to the Quay County Sheriff's Department by private citizen**

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 14th day of December, 2020.




Ellen White, County Clerk


Franklin McCasland, Commissioner


Sue Dowell, Commissioner


Mike Cherry, Commissioner

QUAY COUNTY
FISCAL YEAR 2020-2021
RESOLUTION No. 15

Authorization of Budgetary Increase to **CARES Act Funding (657)**

WHEREAS, at meeting of the Board of Quay County Commissioners on December 14, 2020 the following was among the proceedings;

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

State Fund 21800
Budgetary Increase

	<u>DEBIT</u>	<u>CREDIT</u>
21800-0001-47699 Federal – Other		
County Funding		\$152,550.00
Small Business Relief		\$372,750.00
 21800-2002-55999 Contract – Other Services		
County Funding	\$152,550.00	
Small Business Relief	\$372,750.00	

WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **CARES Act funding for County Governments and Small Businesses**

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 14th day of December, 2020.



Franklin McCasland, Commissioner


Sue Dowell, Commissioner


Ellen White, County Clerk


Mike Cherry, Commissioner

Reimbursing Agency: Department of Finance & Administration

Business Unit: 34100

CARES ACT FUNDING RECIPIENT:

Quay County

AWARD NUMBER:

FUNDING AMOUNT:

EXPIRATION DATE:

CARES-10000-QUC

\$152,550

December 30, 2020

CARES ACT FUNDING CRITERIA

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

These guidelines can be located in the "Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments -- Updated June 30, 2020" document attached with this award letter.

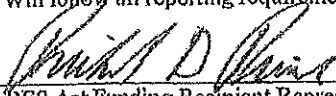
CARES ACT FUNDING REIMBURSEMENT

The Department of Finance & Administration will disburse the CARES Act funds through a reimbursement process. The CARES Act Funding Recipient will submit to the Reimbursing Agency, Exhibit 1: Request for Payment form along with Exhibit 2: Coronavirus Relief Fund Backup Documentation Form and Exhibit 3: Coronavirus Relief Fund Payroll Backup Documentation Form, and Exhibit 4: Detailed Report form, as applicable. The recipient must submit these Exhibits, along with supporting document(s) as evidence of expenses. The Department of Finance & Administration will review these documents to ensure all expenses reflect the intent and purpose of the CARES Act funding language for reimbursement. All expenditures for which the CARES Act Funding Recipient requests reimbursement must occur between March 1st, 2020, and December 30th, 2020. The latest date the Appropriation Recipient may submit a Request for Payment is January 31st, 2021. With the submission of the final Exhibit 1: Request for Payment, the CARES Act Funding Recipient must include a completed Exhibit 4: Detailed Report form in order to receive the final reimbursement.

CERTIFICATION

I hereby certify that Quay County:

1. Will only use the CARES Act funds to carry out and/or perform activities described in CARES Act funding criteria.
2. Will comply with State Procurement Code, if applicable. The execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property may be submitted for prior approval before making an expenditure.
3. Ensures that the CARES Act funds only benefit entities in accordance with applicable law.
4. Will follow the procedure described in "CARES Act Funding Reimbursement" for reimbursement of funds.
5. Will follow all reporting requirements as outlined in the Coronavirus Relief Fund Reporting and Record Retention Requirements.


CARES Act Funding Recipient Representative


Date


CARES Act Funding Recipient CFO


Date


051336105
DUNS Reporting Number for System for Award Management (SAM)

Reimbursing Agency: Department of Finance & Administration

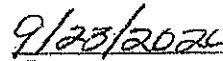
Business Unit: 34100

APPROVAL


In accordance with the authority conferred on the Department of Finance & Administration by the State of New Mexico, I hereby approve this certification for CARES Act Funding (CARES-10000-QUC) in the amount of (\$152,550).



Department of Finance & Administration Representative



Date



Department of Finance & Administration CFO

9/24/2020

Date

Reimbursing Agency: Department of Finance & Administration

Business Unit: 34100

CARES ACT FUNDING RECIPIENT:

Quay County

AWARD NUMBER:

FUNDING AMOUNT:

EXPIRATION DATE:

CARES-BUS-10000-QUC

\$372,750

December 30, 2020

CARES ACT FUNDING CRITERIA

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

These guidelines can be located in the "Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments – Updated June 30, 2020" document attached with this award letter.

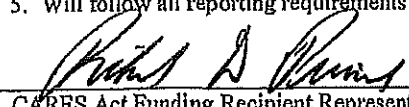
CARES ACT FUNDING REIMBURSEMENT

The Department of Finance & Administration will disburse the CARES Act funds through a reimbursement process. The CARES Act Funding Recipient will submit to the Reimbursing Agency, Exhibit 1: Request for Payment form along with Exhibit 2: Coronavirus Relief Fund Backup Documentation Form and Exhibit 3: Coronavirus Relief Fund Payroll Backup Documentation Form, and Exhibit 4: Detailed Report form, as applicable. The Department of Finance & Administration will review these documents to ensure all expenses reflect the intent and purpose of the CARES Act funding language for reimbursement and may request additional documentation (invoices, reports, etc.), as needed. All expenditures for which the CARES Act Funding Recipient requests reimbursement must occur between March 1st, 2020, and December 30th, 2020. The latest date the Appropriation Recipient may submit a Request for Payment is January 31st, 2021. With the submission of the final Exhibit 1: Request for Payment, the CARES Act Funding Recipient must include a completed Exhibit 4: Detailed Report form in order to receive the final reimbursement.

CERTIFICATION

I hereby certify that Quay County:

1. Will only use the CARES Act funds to carry out and/or perform activities described in CARES Act funding criteria.
2. Will comply with State Procurement Code, if applicable. The execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property may be submitted for prior approval before making an expenditure.
3. Ensures that the CARES Act funds only benefit entities in accordance with applicable law.
4. Will follow the procedure described in "CARES Act Funding Reimbursement" for reimbursement of funds.
5. Will follow all reporting requirements as outlined in the Coronavirus Relief Fund Reporting and Record Retention Requirements.


CARES Act Funding Recipient Representative

9/14/2020
Date


CARES Act Funding Recipient CFO

9-14-20
Date

051336105
DUNS Reporting Number for System for Award Management (SAM)

Reimbursing Agency: Department of Finance & Administration

Business Unit: 34100

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the State of New Mexico, I hereby approve this certification for CARES Act Funding (CARES-BUS-10000-QUC) in the amount of (\$372,750).



Department of Finance & Administration Representative



Date



9/24/2020

Department of Finance & Administration CFO

Date

**QUAY COUNTY
FISCAL YEAR 2020-2021
RESOLUTION No. 16**

Authorization of Budgetary Increase to **Fire Departments – Forrest (411), Jordan (412) and Porter (418)**

WHEREAS, at meeting of the Board of Quay County Commissioners on December 14, 2020 the following was among the proceedings;

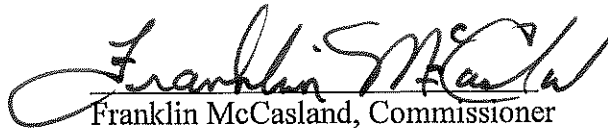
WHEREAS, the Board of Quay County Commissioners deems it necessary to request this Budgetary Increase;

State Fund 20900 Budgetary Increase	<u>DEBIT</u>	<u>CREDIT</u>
20900-0001-61200 Transfers Out (Jordan)	\$22,152.00	
40400-0001-61100 Tranfers In		\$22,152.00
40400-2004-59010 Principal Payments (NMFA Debt Service)	\$22,152.00	
 20900-0001-47499 Fire Protection Grant		 \$288,593.00
 20900-3002-58080 Vehicles	 \$270,000.00	
Porter FD - \$200,000 Grant + \$70,000 Porter's Funds for Truck Purchase		
 20900-3002-58999 Other Capital Purchase	 \$98,593.00	
Forrest FD - \$88,593 Grant + \$10,000 Forrest's Funds for SCBA Purchase		


WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **NMFA Payment for Jordan omitted from Budget; Forrest FD and Porter FD awarded Fire Protection Grant Funds**

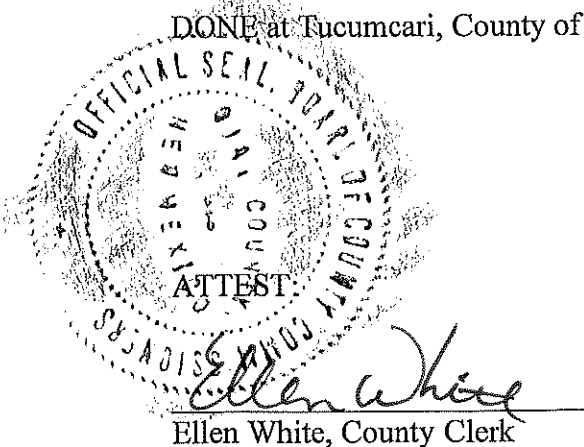

NOW THEREFORE, BE IT RESOLVED that after approval of the Local Government Division of the Department of Finance and Administration, the above Budgetary Adjustments be made.

DONE at Tucumcari, County of Quay, New Mexico this 14th day of December, 2020.


Franklin McCasland, Commissioner


Sue Dowell, Commissioner


Mike Cherry, Commissioner


ATTEST:

Ellen White, County Clerk

BOND DEBT SERVICE

Quay County
2020 Fire Equipment Jordan Fire District, PPRF-5136

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2020			389.48	389.48	
05/01/2021	21,425	0.940%	337.05	21,762.05	22,151.53
11/01/2021			236.35	236.35	
05/01/2022	21,678	0.960%	236.35	21,914.35	22,150.70
11/01/2022			132.30	132.30	
05/01/2023	21,887	0.980%	132.30	22,019.30	22,151.60
11/01/2023			25.05	25.05	
05/01/2024	22,101	** %	25.05	22,126.05	22,151.10
05/01/2025	22,152			22,152.00	22,152.00
05/01/2026	22,152			22,152.00	22,152.00
05/01/2027	22,151			22,151.00	22,151.00
05/01/2028	22,151			22,151.00	22,151.00
05/01/2029	22,151			22,151.00	22,151.00
05/01/2030	22,152			22,152.00	22,152.00
	220,000		1,513.93	221,513.93	221,513.93

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL
DISTRICT 2 JEFFERSON L. BYRD, VICE-CHAIR
DISTRICT 3 VALERIE ESPINOZA
DISTRICT 4 THERESA BECENTI-AGUILAR
DISTRICT 5 STEPHEN FISCHMANN, CHAIR

INTERIM CHIEF OF STAFF

Jason N. Montoya, P.E.



P.O. Box 1269
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL OFFICE
INTERIM STATE FIRE MARSHAL
John Kondratick
Phone (505) 470-1044

November 6, 2020

Treasurer

Quay County

PO Box 1246, Tucumcari, NM 88401-1246

Ref: FY 21 New Mexico Fire Protection Grant Council Award Notice

Dear Treasurer,

Congratulations! Your grant applications, on behalf of the Quay County District Fire Departments, have been reviewed and an award has been granted; for the purchase of the approved award item(s), listed by department on the attached table.

Over **131** grant applications were submitted, and over \$16 million in needs were considered; while \$6.2 million were available for distribution. The Quay County District Fire Departments, listed on the attached table have met the minimum requirements and are clearly addressing a critical need affecting the ISO fire protection classifications, in the listed departments.

Prior to encumbering any funds, the specifications submitted for the equipment needs identified in the 2021 Grant application, must be approved by this office no later than October 31, 2020. The equipment purchased with this grant shall meet the requirements of the latest Editions of NFPA.

The FY 21 Grant Award funds in the amount of \$288,592.40, for the purchase of the approved project request; are scheduled to be distributed via ACH during the week of November 9, 2020. Notification of ACH distribution will be sent via email, prior to the ACH release by the Department of Finance and Administration (DFA).

The deadline to encumber the money by contract with the vendor is **May 15, 2021**. If the bid amount exceeds the awarded amount plus the required matching amount, the additional cost shall be the responsibility of the local government. If the specified equipment, may be purchased for less than the grant amount plus the required matching amount; the remaining money shall be returned to the grant fund. All equipment purchased with grant funds must be inspected by this office upon receipt and the attached Project Close-Out Checklist completed and submitted immediately thereafter.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission to make changes to their projects. Project modifications must be requested in writing, and the modification shall not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is needed, please contact Deputy Fire Marshal Randy Varela, Fire Service Support Bureau (505) 709-8150.

Sincerely,

Handwritten signature of John Kondratick in black ink.

John Kondratick

Interim State Fire Marshal

xc: Chief

Board of County Commissioners

Sincerely,

Handwritten signature of Robert Larranaga in black ink.

Robert Larranaga

Grant Council Chair

ORIGINAL INVOICE

Quay County

FY 21 Fire Protection Grant Distribution

Department	Awarded Project	Award Amount
Forrest	SCBA's	\$88,592.40
Porter	Apparatus (Tender)	\$200,000.00
Quay County Total FY 21 Grant Distribution	County Treasurer Office	\$288,592.40

**FY21 NEW MEXICO FIRE PROTECTION GRANT AWARD
PROJECT CLOSEOUT CHECKLIST**

Upon completion of the funded project, this checklist must be submitted to the State Fire Marshal's Office, Fire Services Support Bureau.

DEPARTMENT NAME: Forrest COUNTY: Quay

FUNDED PROJECT: SCBA'S

AMOUNT AWARDED: \$88,592.40

PROJECT CHECKLIST

Benchmark	Deadline	Date	Name of SFMO Representative
Project specifications submitted to State Fire Marshal's Office for Review/Approval	September 15, 2020	Submittal Date	Submitted to:
Approval from SFMO to proceed with project specifications	October 31, 2020	Approval Date	Approved by:
Funds Encumbered by Procurement Code	May 15, 2021	Encumbrance Date	Encumbrance Method Contract/Purchase Order #
Project Completed		Goods/Services Received Date	
SFMO Inspection		Requested Date	Requested of whom:
SFMO Inspection Completed		Inspection Date	By Whom:
SFMO Check of NFIRS Compliance			

**FY21 NEW MEXICO FIRE PROTECTION GRANT AWARD
PROJECT CLOSEOUT CHECKLIST**

Upon completion of the funded project, this checklist must be submitted to the State Fire Marshal's Office, Fire Services Support Bureau.

DEPARTMENT NAME: Porter COUNTY: Quay

FUNDED PROJECT: APPARATUS (TENDER)

AMOUNT AWARDED: \$200,000

PROJECT CHECKLIST

Benchmark	Deadline	Date	Name of SFMO Representative
Project specifications submitted to State Fire Marshal's Office for Review/Approval	September 15, 2020	Submittal Date	Submitted to:
Approval from SFMO to proceed with project specifications	October 31, 2020	Approval Date	Approved by:
Funds Encumbered by Procurement Code	May 15, 2021	Encumbrance Date	Encumbrance Method Contract/Purchase Order #
Project Completed		Goods/Services Received Date	
SFMO Inspection		Requested Date	Requested of whom:
SFMO Inspection Completed		Inspection Date	By Whom:
SFMO Check of NFIRS Compliance			

**QUAY COUNTY
FISCAL YEAR 2020-2021
RESOLUTION No. 17**

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

WHEREAS, at meeting of the Board of Quay County Commissioners on December 14, 2020 the following was among the proceedings;

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

**State Fund 20400
Budgetary Increase**

<u>DEBIT</u>	<u>CREDIT</u>
20400-0001-47030 State – Arterial (DOT)	\$71,427.00
20400-0001-47050 State – Co-op (DOT)	\$23,142.00

WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **State DOT has granted the Match Funding Waiver**

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.

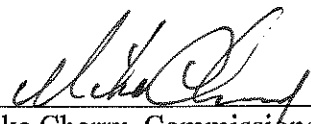
DONE at Tucumcari, County of Quay, New Mexico this 14th day of December, 2020.

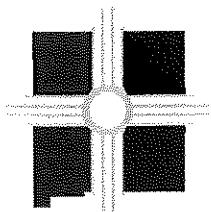


Franklin McCasland, Commissioner


Sue Dowell, Commissioner


Ellen White, County Clerk


Mike Cherry, Commissioner



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

November 20, 2020

Richard Primrose, County Manager
QUAY COUNTY
P.O. Box 1246
Tucumcari, New Mexico 88401

Project No: L400485

Dear County Manager Primrose:

We are pleased to inform you that your request for Match Waiver funds, for Project L400485 was approved by the State Transportation Commission. The project funding is as follows:

Total Project Amount:	\$285,709.00
Department Share:	\$214,282.00
Matching Funding Waived	\$71,427.00
Entity Match	\$.00

The District 4 office will develop needed documentation then forward to you for signature. If you have any questions or comments please contact me at (505) 699-9946.

Sincerely,

Clarissa Martinez
LGRF/Capital Outlay Manager, NMDOT

C: District 4 Engineer
District 4 LGRF Coordinator

**Michelle Lujan
Grisham**
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

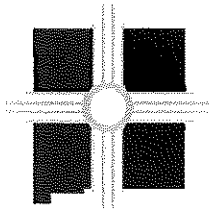
Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6



**New Mexico DEPARTMENT OF
TRANSPORTATION**
MOBILITY FOR EVERYONE

November 20, 2020

Richard Primrose, County Manager
QUAY COUNTY
P.O. Box 1246
Tucumcari, New Mexico 88401

Project No: L400492

Dear County Manager Primrose:

We are pleased to inform you that your request for Match Waiver funds, for Project L400492 was approved by the State Transportation Commission. The project funding is as follows:

Total Project Amount:	\$92,569.00
Department Share:	\$69,427.00
Matching Funding Waived	\$23,142.00
Entity Match	\$.00

The District 4 office will develop needed documentation then forward to you for signature. If you have any questions or comments please contact me at (505) 699-9946.

Sincerely,

Clarissa Martinez
LGRF/Capital Outlay Manager, NMDOT

C: District 4 Engineer
District 4 LGRF Coordinator

**Michelle Lujan
Grisham**
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

**COUNTY OF QUAY
FISCAL YEAR 2020-2021
RESOLUTION NO. 13**

**A RESOLUTION FOR DETERMINATION OF REASONABLE NOTICE OF
MEETING OF COUNTY BOARDS AND DATE AND TIME OF REGULAR
MEETINGS**

WHEREAS, Sections 10-15-1 to 10-15-4 of the Open Meetings Act, NMSA 1978 require that all meetings of quorum of members of any county board held for the purpose of formulating public policy, discussing public business, or taking action within the authority of the board are to be open to the public; and

WHEREAS, the Open Meetings Act further requires reasonable notice to the public for said meetings; and

WHEREAS, said Act also provides that the board shall determine at least annually what notice shall be reasonable for the public meetings; and

WHEREAS, the Board of Commissioners for Quay County, New Mexico wishes to fully comply with the provisions of the Open Meetings Act.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Quay County that the following is hereby determined to be reasonable notice for any meeting of the Board for the calendar year 2021 and that notice of the determination and the Regular Meeting dates shall be published once a week for two consecutive weeks in the legal section of a newspaper of general circulation with the County of Quay.

Section 1 – NOTICE REQUIREMENTS

- A. Notice requirements for REGULAR MEETINGS are met:
 - 1. When the above referenced legal notice has been published and a notice of date, time, place and agenda has been posted in a conspicuous place at the Quay County Courthouse, and is available to the public and media at least seventy-two (72) hours prior to the meeting; or
 - 2. By public announcement of the time and place of such meeting made at the previous regular meeting.
- B. SPECIAL MEETINGS – the chairperson or a majority of the members of the County Commission may call for a Special Meeting to be held on dates other than the Regular Meeting dates. Notice requirements for Special Meetings are met:
 - 1. By posting a notice and agenda for the Special Meeting on the main bulletin board of the Quay County Courthouse at least twenty-four (24) hours prior to the commencement of the Special Meeting; or
 - 2. By announcement of the Special Meeting during a Regular or Special Meeting held at least twenty-four (24) hours before the commencement of such Special Meeting; and
 - 3. By providing a written notice of the agenda for the Special Meeting to all local media representatives that have filed a request for notice of public meetings.

C. EMERGENCY MEETINGS – may be scheduled by the chairperson or a majority of the Commission members to deal with unforeseen circumstances, which demand immediate action to protect the health, safety, or property of citizens or the public from substantial financial loss. Notice requirements for an Emergency Meeting are met:

1. Upon the issuance and posting of an agenda in a conspicuous place in the Courthouse three (3) hours prior to the Emergency Meeting unless threat of personal injury or property damage compel less notice. The County Manager will provide telephone/facsimile notice to the news media of emergency meetings as timely as possible given the nature of the emergency.

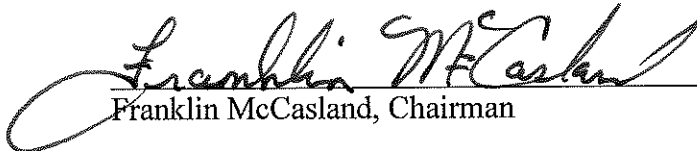
Section 2 – REGULAR MEETING DATES AND TIME

Unless otherwise specified, regular meetings shall be held at 9:00 a.m. on the second and fourth Monday of each month in the County Commission Chambers of the Quay County Courthouse. The agenda will be available at least seventy-two (72) hours prior to any regular meetings in the offices of the County Manager and County Clerk located in the County Courthouse, 300 South Third Street in Tucumcari, New Mexico.

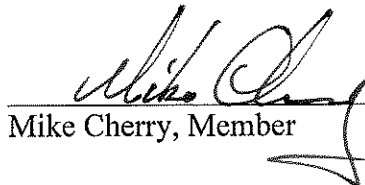
IT IS ALSO RESOLVED, that substantial conformance with any one of the foregoing methods of giving notice shall constitute compliance with this resolution, and that nothing herein shall prevent the use of additional means or methods of giving notice or Regular, Special, or Emergency Meetings and other such notice for any public meeting for which notice has been given and which is recessed. However, in recessing the meeting, the presiding officer shall announce the time and place the meeting shall resume.

PASSED, APPROVED AND ADOPTED, this 14th day of December, 2020.

QUAY COUNTY BOARD OF COMMISSIONERS


Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member

ATTEST:


Ellen White, County Clerk





QUAY COUNTY GOVERNMENT

300 South Third Street

PO Box 1246

Tucumcari NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

NOTICE OF PUBLIC MEETINGS

The Board of County Commissioners of Quay County at its December 14th scheduled meeting adopted 2020-2021 Resolution No. 13 to establish the following policy regarding public meetings.

1. By 2020-2021 Resolution No. 13 to adopt the New Mexico Open Public Meeting Policy requirements.

Regular monthly meetings will be conducted on the Second and Fourth Monday of each month beginning at 9:00 a.m. unless noted below with an asterisk (*), in the Commission Chambers, First Floor, Quay County Courthouse, 300 South Third Street, Tucumcari, New Mexico.

2021 Commission Meeting Dates

Month	Date - Day	Month	Date - Day	Month	Date - Day
January 11	Monday	May 10	Monday	September 13	Monday
January 25	Monday	May 24	Monday	September 27	Monday
February 8	Monday	June 14	Monday	October 11	Monday
February 22	Monday	June 28	Monday	October 25	Monday
March 8	Monday	July 12	Monday	November 8	Monday
March 22	Monday	July 26	Monday	November 22	Monday
April 12	Monday	August 9	Monday	December 13	Monday
April 26	Monday	August 23	Monday		

The Quay County Indigent Hospital Claims Board will be held in conjunction with the Commission scheduled on the Second Regular Meeting of each month.

2. Established by 2020-2021 Resolution No. 13 that the following is determined to be reasonable notice for any public meeting for the Board of County Commissioners or of any policymaking agency or authority of the Board for the calendar year 2021.

- For **REGULAR MEETINGS AND WORK SESSIONS**-issuance and posting of an agenda three calendar days (72 hours) before the meeting. The agenda will be made available to the public and news media, and posted on the main Courthouse Bulletin Board.
- For **SPECIAL MEETINGS**-issuance and posting of an agenda one calendar day (24 hours) before the meeting. The agenda will be made available to the public and news media, and posted on the main Courthouse Bulletin Board.
- For **EMERGENCY MEETINGS**-issuance and posting an agenda three (3) hours before the meeting. The agenda will be posted on the main Courthouse Bulletin Board and as many of the news media notified as possible given the nature of the emergency.

The agenda for each Commission Meeting will be available in the County Manager's Office and in the County Clerk's Office in conformance with this schedule.

Richard D. Primrose, Quay County Manager