



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  
April 26, 2021

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

Pledge of Allegiance

Approval of Minutes-Regular Session April 12, 2021

Approval/Amendment of Agenda

**Public Comment**

**Ongoing Business**

**New Business**

- I. **Karen Alarcon, Rawhide Days**
  - Request Approval of Sponsorship and 2022 Rawhide Days Agreement
- II. **Lucas Bugg, Quay County Fire Marshal (QCFM)**
  - Request Approval of the Purchase of Emergency Air Supply Systems – QCFM for Fire Departments
  - Request Approval of FY2020-2021 – Resolution No. 34 - Authorizing and Approving Submission of Application to NMFA Regarding Purchase of Type 4 Wildland Apparatus (Brush Truck) - Bard-Endee Fire
- III. **Christopher Birch, Quay County Detention Center (QCDC) Administrator**
  - Presentation of QCDC Quarterly Report
- IV. **Cheryl Simpson, Quay County Finance Director**
  - Request Approval of FY2020-2021 Resolution No. 30 – Budget Adjustment Misdemeanor Court Fund Increase
  - Request Approval of FY2020-2021 Resolution No. 31 – Budget Adjustment Fire Marshal Transfers
  - Request Approval of FY2020-2021 Resolution No. 32 – Budget Adjustment General Fund Increase
  - Request Approval of FY2020-2021 Resolution No. 33 – Budget Adjustment Debt Service/Rural II Increase
  - Request Approval of DWI FY22 Office Rental Agreement
  - Request Approval of DFA Quarterly Report



- V. **Larry Moore, Quay County Road Superintendent**
- Request Approval of **FY2020-2021 Resolution No. 35 – Sponsorship for a Transportation Project Fund Application and Match Waiver Request**
  - **Road Update**
- VI. **Daniel Zamora, Quay County Manager**
- Request Approval of **Department of Health (DOH) Memorandum of Agreement (MOA)**
  - **Correspondence**
- VII. **Indigent Claims Board**
- **Call Meeting to Order**
  - Request Approval of **Indigent Minutes for the March 22, 2021 Meeting**
  - Request Approval of **Claims Prepared by Sheryl Chambers**
  - **Adjourn**
- VIII. **Request Approval of Accounts Payable**
- IX. **Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**
- X. **Request for Closed Executive Session**
- Pursuant to Section 10-15-1(H) 7. **The New Mexico Open Meetings Act Pertaining to Threatened or Pending Litigation**
  - Pursuant to Section 10-15-1(H) 2. **The New Mexico Open Meetings Act to Discuss Limited Personnel Matters**
- XI. **Franklin McCasland, Quay County Commission Chairman**
- Proposed action, if any, from Executive Session

**Adjourn**

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**Work Session**

**FY 2021-2022 Budget**

*Lunch-Time and Location to be Announced*

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

**April 26, 2021**

**9:00 A.M.**

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 26<sup>th</sup> day of April, 2021 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  
Robert Lopez, Member  
Jerri Rush, Member  
Ellen L. White, County Clerk  
Daniel Zamora, County Manager

### **OTHERS PRESENT:**

Janie Hoffman, Quay County Assessor  
Cheryl Simpson, Quay County Finance Director  
Larry Moore, Quay County Road Superintendent  
Karen Alarcon, Rawhide Days Coordinator  
Christopher Birch, Quay County Detention Center Administrator  
Johnny Reid, Quay County Detention Center, Asst. Administrator  
Russell Shafer, Quay County Sheriff  
Lucas Bugg, Quay County Fire Marshal  
Tim Farrow, BPO Elks Lodge  
Richard Primrose, Retired County Manager  
Cynthia Lathrom, Guest  
Ron Warnick, Quay County Sun

Chairman McCasland called the meeting to order. Karen Alarcon led the Pledge of Allegiance.

A MOTION was made by Jerri Rush SECONDED by Robert Lopez to amend the April 12, 2021 regular session minutes to include a statement from Clinton Harden regarding the lack of public input allowed at the Legislative Session. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

A MOTION was made by Robert Lopez SECONDED by Jerri Rush to move Item #5, Larry Moore up in the Agenda to Item #2 and approve with that amendment. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

Public Comments:

Tim Farrow, past Exalted Ruler of the BPO Elks Lodge presented Janie Hoffman, Quay County Assessor with a plaque recognizing her as the Elks Lodge "Citizen of the Year" for her efforts in leading the campaign for suicide awareness in our County.

NEW BUSINESS:

Karen Alarcon, Rawhide Days Coordinator, requested approval the Facility Use Agreement for the Quay County Fairgrounds to host the annual event set for late April of 2022. Alarcon also requested continued financial support of the event from Quay County. Chairman McCasland reported the upcoming budget has a line-item amount for the event. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Facility Use Agreement. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

Larry Moore, Quay County Road Superintendent, requested approval of the following items and provided the road updates:

1. FY2020-2021 Resolution No. 35; Transportation Project Fund Application and Match Waiver Request. Moore indicated this Resolution is the beginning of the steps in the Call for Projects. If approved this will be for funding repairs of the Historic Bridge 1042 on Route 66. The amount of \$5,587,428.19 is being requested with a County match of \$279,371.41. The Match will be submitted in the Waiver process.

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the Resolution No. 35. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

2. Case Roller is down for repairs again. A mechanic from Case will be sent to work on it, but they have indicated it could be as long as six weeks.
3. Due to the ongoing problems with the Roller, the County has entered into a Lease Agreement with Warren Cat from Amarillo. Moore reported the ongoing projects require a Roller and work is getting further and further behind without one.

Lucas Bugg, Quay County Fire Marshal requested approval of the following items:

1. Approval to purchase nine (9) Scott RIT-PAK III Emergency Air Supply Systems. The funding source for the purchase is in the Quay County Fire Administration Budget with an overall cost of \$37,035.00.

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the purchase. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye".

2. Approval of Resolution No. 34; Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the NM Finance Authority for

purchase of the Steele Wildland Fire Brush Truck for Bard Endee Fire Department. NMFA funds requested \$100,000.00; Fire Department funds \$163,000.00; for a total of \$263,000.00.

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Resolution. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". A copy is attached.

Bugg informed the Commissioners there is no longer EMS Services being provided in House. The Forrest EMS is covering that area and the Jordan District has indicated a desire to become certified and funded in the near future.

Christopher Birch and Johnny Reid, Quay County Detention Center Administrator and Assistant, presented the 1<sup>st</sup> Quarterly Report of 2021. A copy of their Report is attached to these minutes.

Cheryl Simpson, Quay County Finance Director, presented the following items for approval:

- Requested Approval of FY2020-2021 Resolution No. 30 – Budget Adjustment Misdemeanor Court Fund Increase
- Requested Approval of FY2020-2021 Resolution No. 31 – Budget Adjustment Fire Marshal Transfers
- Requested Approval of FY2020-2021 Resolution No. 32 – Budget Adjustment General Fund Increase
- Requested Approval of FY2020-2021 Resolution No. 33 – Budget Adjustment Debt Service/Rural II Increase

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve all the above-described Resolutions. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". Copies of Resolutions Numbered 30, 31, 32 and 33 are attached to these minutes.

- Requested Approval of DWI FY22 Office Rental Agreement. Rent continues to be \$600 monthly.

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Rental Agreement as presented. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

- Requested Approval of DFA Quarterly Report for FY2021 – 3<sup>rd</sup> Quarter.

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the Report as presented. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". A copy is attached.

Quay County Manager, Daniel Zamora presented the following items for approval and additional correspondence:

1. Requested Approval of the Department of Health Memorandum of Agreement between Quay County and the Tucumcari Health Office located at 310 S. Second St., for janitorial services. Compensation for services is \$36,720.00 paid over a four (4) year time frame.

A MOTION was made Robert Lopez, SECONDED by Jerri Rush to approve the Agreement. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". A copy is attached.

2. Presented copies of the monthly Gross Receipts Tax Report indicating the County GRT is still stable.
3. Distributed a letter from NM Counties regarding the personal liability of a volunteer or employee within their scope of work regarding the County as a result of HB 4.

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

---INDIGENT BOARD MEETING---

Indigent Claims Board was adjourned and the Board returned to regular session. Time noted 9:40 a.m.

A MOTION was made by Robert Lopez SECONDED by Jerri Rush to approve the expenditures included in the Accounts Payable Report ending April 22, 2021. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

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

Commissioner Rush spoke of the Motorcycle Awareness Proclamation adopted last month proclaiming "May Awareness". Rush read a press release drafted by Cynthia Lathrom and asked Ron Warnick, Quay County Sun Editor to publish it.

Chairman McCasland requested a ten-minute recess. Time noted 9:45 a.m.  
Return to regular session. Time noted 9:55 a.m.

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to go into Executive Session pursuant to the following item(s):

- Section 10-15-1(H)7 for Threatened or Pending Litigation.
- Section 10-15-1(H)2 for Limited Personnel Matters

MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye".

Time noted 9:57 a.m.

---Executive Session---

Return to regular session. Time noted 10:45 a.m.

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez that only the items listed above were discussed in Executive Session. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

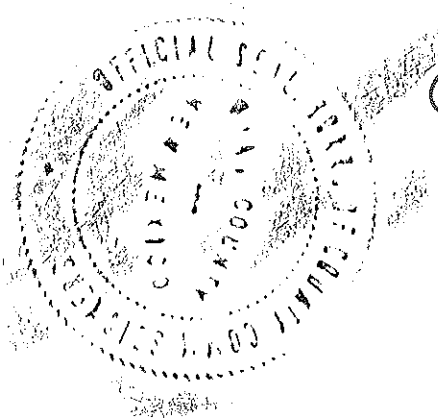
Chairman McCasland stated there is no action as a result of Executive Session.

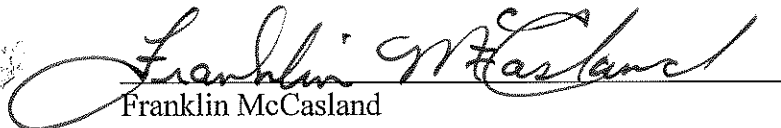
There being no further business, a MOTION was made by Robert Lopez SECONDED by Jerri Rush to adjourn. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". Time noted 10:50 a.m.

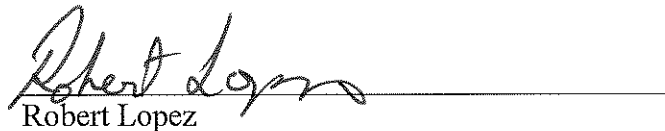
\*A Budget Work Session followed the adjournment of this meeting.

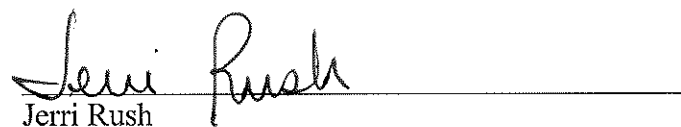
Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS



  
Franklin McCasland

  
Robert Lopez

  
Jerri Rush

ATTEST:

  
Ellen L. White, County Clerk

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

THIS AGREEMENT entered into on the 24 day of April, 2021 by and between County of Quay (hereinafter "County"), and Rawhide Days, LLC (hereinafter "Lessee");

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

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

WHEREAS, Quay County agrees to waive all rental fees for the annual use of Quay County Fairgrounds for the 2022 Rawhide Days;

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

**DEPOSIT**

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

**PERIOD OF PERFORMANCE**

2.0 The period of performance for this agreement shall be from April 29-30, 2022.

**ASSIGNMENT OF CLAIMS**

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



### **LIABILITY INSURANCE**

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

### **SUPERVISION BY LESSEE**

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

### **CONSUMPTION OF ALCOHOL PROHIBITED**

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

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

### **HOUSEHOLD ANIMALS**

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

### **PREVENTING OBSTRUCTION**

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

### **SIGNAGE**

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

### **SMOKE FREE FACILITIES**

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

### **USE OF NAILS, ETC.**

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

### **NO FLAMMABLE MATERIALS**

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

### **VENDOR LICENSES**

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

### **ADDITIONAL SAND, DIRT, SAWDUST**

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

### **PERSONAL LIABILITY**

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

### **AS-IS CONDITIONS**

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

### **ASSIGNMENT AND SUBLICENSING**

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

### **CLEANING OF FACILITIES**

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

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

### **DAMAGE TO THIRD PARTY PROPERTY**

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

### **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

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

### **AMENDMENTS**

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

### COMPLIANCE WITH GOVERNING LAWS

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

### SEVERABILITY

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

### ATTORNEY'S FEES

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

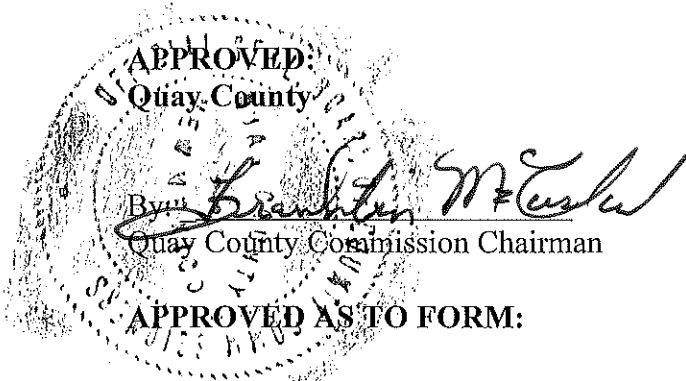
### DUPLICATE ORIGINALS

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

### **QUAY COUNTY LESSEE**

By: Karen Alarcon

Date: 4/24/21

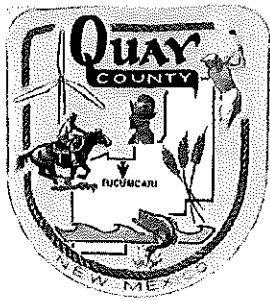


By: [Signature]  
Quay County Commission Chairman

Date: 4/26/21

By: \_\_\_\_\_  
Warren Frost, County Attorney

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



# QUAY COUNTY GOVERNMENT

## FISCAL YEAR 2020-2021

### RESOLUTION NO. 35

#### RESOLUTION OF SPONSORSHIP FOR A TRANSPORTATION PROJECT FUND APPLICATION AND MATCH WAIVER REQUEST


- WHEREAS,** the County of Quay, has the legal authority to apply for, receive, and administer state funds; and,
- WHEREAS,** the County of Quay is submitting an application for Fiscal year 2021-2022 Transportation Project Fund in the amount of \$5,587,428.19; and,
- WHEREAS,** the County of Quay intends to request a waiver for the matching fund requirement if the option is available; and,
- WHEREAS,** the County of Quay will commit to the 5% match or \$279,371.41 for this project if the match waiver is not available; and,
- WHEREAS,** the County of Quay agrees to pay any costs that exceed the project amount if the application is selected for funding; and,
- WHEREAS,** the replacement of 1,760 linear feet of Historic Route 66 Bridge #1042 to improve the safety of the residents of Quay County and the traveling public is an eligible project under the New Mexico Transportation Project Fund requirements; and,
- WHEREAS,** This bridge is used by local farmers and ranchers, used as a detour road when I-40 is closed by traffic and emergency vehicles, and traveled by tourists from other countries for the historical adventure of Old Route 66; and,
- WHEREAS,** The New Mexico Department of Transportation requests, as part of the application procedure, passage and submittal of a local government resolution of support for this project

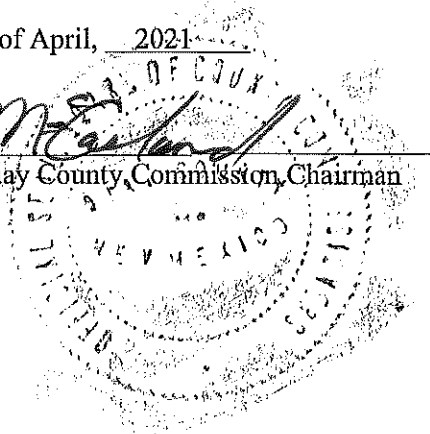
**NOW, THEREFORE BE IT RESOLVED THAT,** the County of Quay supports the preparation and submittal of an application in accordance with the procedures established by the New Mexico Department of Transportation and the State of New Mexico, with Larry Moore, Public Works Director to submit the application on behalf of the County of Quay.

**PASSED, APPROVED AND ADOPTED** this 26<sup>th</sup> day of April, 2021

  
Franklin McCasland, Quay County Commission Chairman

**ATTEST:**

  
Ellen White, Quay County Clerk



2020-2021  
QUAY COUNTY  
RESOLUTION NO. 34

**AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED  
APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT  
APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY**

**WHEREAS**, the **County of Quay** ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"), and the **Quay County Board of Commissioners** ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

**WHEREAS**, the **New Mexico Finance Authority** ("Authority") has instituted a program for financing of projects from the public project revolving fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Authority for public projects; and

**WHEREAS**, the Governing Body intends to undertake acquisition, construction and improvement of a **Steele Wildland Fire Apparatus (Brush Truck) for Bard Endee Fire District** ("Project") for the benefit of the Governmental Unit and its citizens; and

**WHEREAS**, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COUNTY OF QUAY:**

Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body, be and the same is hereby approved and confirmed.


Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review, and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** this 26<sup>th</sup> day of April, 2021.

**BOARD OF QUAY COUNTY COMMISSIONERS**

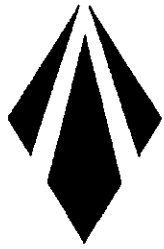
  
Franklin McCasland  
Franklin McCasland, Commission Chairman

Jerri Rush  
Jerri Rush, Commission Member

Robert Lopez  
Robert Lopez, Commission Member

ATTEST:

Ellen L. White  
Ellen L. White, County Clerk



# NEW MEXICO FINANCE AUTHORITY

**NMFA Use Only:**

App. #:	-PP
FA assigned:	
Legislative Authorization	

## PUBLIC PROJECT REVOLVING FUND EQUIPMENT APPLICATION

### I. GENERAL INFORMATION

#### A. APPLICANT /ENTITY

				Application Date:	4/26/2021
Applicant/Entity:	Quay County Bard-Endee Fire District				
Address:	P. O. Box 1246, Tucumcari, NM 88401				
County	Quay	Census Tract:	9586.02		
Federal Employer Identification Number (EIN) as issued by the IRS:				85-6000238	
Legislative District:	Senate:	8	House:	67	
Phone:	5754612112	Fax:	5754616208	Email Address:	lucas.bugg@quaycounty-nm
Individual Completing Application:		Cheryl Simpson			
Address:	300 S. Third St. Tucumcari, NM 88401				
Phone:	5754612112	Fax:	5754616208	Email Address:	cheryl.simpson@quaycount

### II. PROJECT SUMMARY

- A. **Project Description.** Complete the following information, using additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. Description of Equipment:

Purchase of a Wildland Fire Apparatus (Brush Truck)



2. When do you need NMFA funds available?

March 2022

**B. Total Project Cost & Sources of Funds Detail.**

Equipment Items	NMFA Funds Requested	Other Public Funds*	Private Funds	Total
Type 4 Wildland Apparatus	\$ 100,000.00	\$ 163,000.00	\$	\$ 263,000.00
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Total Cost:\$	\$ 100,000.00	\$ 163,000.00	\$	\$ 263,000.00

**III. FINANCING**

A. Specify the revenue to be pledged as security for the NMFA loan (a revenue source must be pledged for this type of project).

- ☐ Municipal Local Option GRT – please specify: \_\_\_\_\_
- ☐ County Option GRT – please specify: \_\_\_\_\_
- ☐ Other Tax-Based Revenue: \_\_\_\_\_
- ☐ State-Shared GRT
- ☐ Law Enforcement Funds
- ☒ Fire Protection Funds
- ☐ Other Revenue: \_\_\_\_\_

B. Preferred financing term: 10 years.

C. Is any debt being repaid from the revenue source(s) referenced in A (1)? Yes ☒ No ☐

If yes, provide bond or loan documents and payment schedule for any existing debt service being paid from the same revenues that would be used to repay a NMFA loan.

**IV. READINESS TO PROCEED ITEMS**

A. The following items must accompany this application in order for this application to be considered complete:

- ☒ Equipment cost breakdown (if applicable)
- ☒ Three most recently completed fiscal year audit reports

- ☒ Current unaudited financials
- ☒ Current fiscal year budget
- ☒ Equipment Application
- ☒ Application Resolution
- ☒ Minutes of public hearing meeting approving submission of application
- ☐ Any additional information requested by NMFA

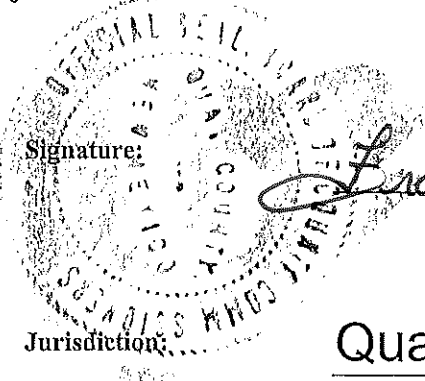
### V. CERTIFICATION

I certify that:

We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.



Signature:

Franklin McCasland  
(highest elected official)

Title:

Quay County Commission Chair

Jurisdiction:

Quay County

Print Name:

Franklin McCasland

Date:

April 26, 2021

Signature:

\_\_\_\_\_

Date:

April 26, 2021

Finance Officer/Director:

Cheryl Simpson, Finance Director

**STEELE FIRE APPARATUS**  
**Haskell Texas**  
**1-800-687-7639**



Quay County, NM  
April 20, 2021

**Type 4 Wildland Fire Apparatus**



*\*Pictures provided in this specification are for general familiarity or description.  
They may not exactly represent the actual finished product*

**Proposal**

We are pleased to submit the following specifications to you for a Steele Fire Apparatus Type 4 Wildland Fire Apparatus per your request for quotation.

Steele Fire Apparatus, LLC, a solely owned company, is a custom fire apparatus manufacturer specializing in Brush-Wildland fire fighting vehicles. Our 20,000 - square foot manufacturing facility is located in Haskell, Texas.

# **STEELE FIRE APPARATUS**

## **Haskell Texas**

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### **Operation Manuals**

The chassis manufacturer shall provide (1) operational manual.

A Fire Pump service, instruction, and operational manual shall be supplied.

A foam system service, instruction, and operational manual shall be supplied.

\*Note The manuals may be supplied together in a notebook type binder or a compact disk (CD)

### **Paint**

- |                         |              |
|-------------------------|--------------|
| 1. Cab Color:           | White        |
| 2. Cab Secondary Color: | N/A          |
| 3. Description:         | Solid White  |
| 4. Bumper Color:        | Black        |
| 5. Wheel Color:         | Black        |
| 6. Body Color:          | White        |
| 7. Cab Steps:           | Coated Black |

### **Chassis Specification (Detailed Chassis Specifications attached)**

2022 Freightliner 108SD Regular Cab (2 Door) AWD

Cummins ISL9 400 HP

Allison 3000 Automatic Transmission

Engine Exhaust Brake

Steering Stabilizer

39,000# GVW

Front Axle 16,000#

Rear Axle 23,000#

50 Gallon Fuel Tank

Air Horn

Air Ride Driver's Seat

Air Ride Passenger's Seat

Steel Wheels (Black)

Spare Wheel and Tire

\*There shall be a permanently affixed high-visibility label installed in a location visible to the driver while seated. The label shall show the height of the completed unequipped fire apparatus in feet and inches (meters), the length of the completed fire apparatus in feet and inches (meters), and GVWR in tons (metric tons).

\*\*There shall be a permanent label installed in the driving compartment specifying the quantity and type of the fluids used in the vehicle and tire information.

\*\*\*There shall be a label installed that states the number of personnel the vehicle is designed to carry installed in an area visible to the driver.

# **STEELE FIRE APPARATUS**

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\*\*\*\*Two solid bottom wheel chocks shall be mounted in a readily accessible location, each designed to hold the apparatus, when loaded to its GVWR, on a 15 percent grade with the transmission in neutral and the parking brake released.

\*\*\*\*\*Safety sign FAMA07, which warns of the importance of seat belt use, shall be installed in a visible location from each seat that is intended to be occupied while the vehicle is in motion.

\*\*\*\*\*Safety sign FAMA43, which warns not to wear helmets while the vehicle is in motion, shall be installed in a visible location from each seat that is intended to be occupied while the vehicle is in motion.

\*\*\*\*\*Cab Equipment Mounting. Safety sign FAMA10, which warns of the need to secure items in the cab, shall be installed in a visible location inside the cab.

### **Front Bumper**

The factory bumper shall be removed and replaced with a custom fabricated, heavy duty steel bumper and grille guard protection assembly.

### **Front Bumper Monitor**

There shall be a TFT EF1RC monitor installed in the center of the front bumper.

### **Front Bumper Sweeps**

There will be (2) front bumper sweeps installed in the front bumper of the truck. The sweeps will be installed into the bumper to give the most protection available. Each sweep will be controlled by a switch that is installed inside the cab of the truck.

### **Skid Plates**

A .250" steel skid plate will be installed from the bumper area extending below the bumper extension and chassis radiator area. A .250" steel skid plate will be installed from the rear of the front axle extending to the rear of the transfer case. (2) .250" steel skid plates will be installed on both sides of the truck under the fuel and air tanks as well as the exhaust system. The skid plates will be supported from the truck frame and will be removable for servicing. The oil drain of the engine will be accessible without removing any of the plates.

### **Body**

The body will be custom fabricated and constructed out of steel. The body shall be 180" long x 102" wide, designed for a 130" cab to axle dimension. The body will be specifically designed for off-road wildland firefighting.

### **Body Cross-Member Sub-Structure**

The body shall have 4" x 1.75" structural steel frame rails.

# **STEELE FIRE APPARATUS**

## **Haskell Texas**

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### **Body Structure**

The cross member sub-structure will be covered with .125" sheet metal. The .125" sheets will be formed to cover the top of the body and bent down to form the sides of the body.

### **Body Sub-Structure and Mounting**

The body shall have (2) 2" x 4" x .250" structural steel tubing main rails mounted to the frame in (8) locations utilizing .500" steel cross frame brackets, (8) .875" x 6" Grade 8 bolts, and (8) multi-directional isolators. The flexible mounting system shall allow the body/chassis to flex during extreme off-road conditions.

### **Cage (Brush Guard around Cab)**

The cage will be mounted to the front bumper and will be constructed of 2" sch40 pipe and covered with expanded metal for protection of the cab. The cage will start at the front bumper and continue over the top of the doors and attaching to the headache rack on both sides of the cab. The top of the cab will be covered with 3/4" #9 expanded metal. The front bumper and cage will be built and assembled as 1 piece and will be removable allowing access to the cab if needed.

### **Headache Rack**

The front of the body shall have a 2" steel pipe tube headache rack. The rack shall extend the full width of the body and be attached to the front of the body. The assembly shall extend above the chassis cab and have a mounting platform for installation of the light bar and (4) work lights. Wiring will be placed inside the pipe for protection.

### **Walkway**

The front of the body shall have a 28" (front to rear) x 102" (right to left) front walkway in front of the water tank. The walkway shall allow access from both sides of the body and have an NFPA compliant surface.

### **Side-Step Entry Cubicle**

An approximate 28" wide x 24" tall x 24" deep cubicle shall be incorporated into the body structure on the driver's and passenger's side in the front of the body. There shall be a step incorporated in the cubicle for fire fighter access to the spare tire located on top of the tank. This step will include an LED light installed.

\*Climbing Method Instruction. Safety sign FAMA23, which warns of the proper climbing method, shall be installed in a visible location to personnel entering the cab and at each designated climbing location on the body.

# **STEELE FIRE APPARATUS**

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**\*\*Safety sign FAMA24, which warns personnel not to ride on the vehicle, shall be installed in a location visible at the rear step areas and at any cross walkways.**

**\*\*\*Access handrails or handholds shall be installed at each entrance to a driving or crew compartment and at each position where steps or ladders for climbing are located.**

### **Hinged Safety Gate Assembly**

The side step cubicles shall each be equipped with a swing in gate constructed out of 2" steel pipe and 3/4" #9 expanded metal. The gates shall have a hydraulic cylinder to hold the gate either in a fully open position or in a fully closed position.

### **Rear Tailboard Panel**

A vertical body panel with 10" entry platform shall be installed at the rear of the body constructed utilizing 2" x 2" x .187" steel square tubing as the sub-structure and .125" sheet metal as the top covering. The panel shall house the stop/turn/tail lights and warning lights. The body panel will be constructed to allow for a 30-degree angle of departure.

### **Rear Receiver**

The rear of the chassis shall be equipped with a 2" square steel tube receiver assembly for high or low angle rescue, trailer use, and winch applications. It shall be the same size as a Class III trailer hitch and shall be attached to the chassis frame assembly. The receiver assembly shall be equipped with (2) heavy duty rear tow loops.

### **Driver's Side Upper Body Compartment**

A body equipment storage compartment shall be installed on the body surface of the driver's side of the body. The dimensions shall be approximately 60" long x 32" tall x 18" deep. The compartments shall be constructed of 2" x 2" x .105" steel square tubing and .105" sheet metal on all exterior surfaces. The compartment shall be equipped with a .187" aluminum sheet metal door with chrome plated D-Ring lockable slam latch installed. The door shall be equipped with dual gas operated door opening assist cylinders. The floor of the compartment will be a sweep-out design.

### **Passenger's Side Upper Body Compartment**

A body equipment storage compartment shall be installed on the body surface of the passenger's side of the body. The dimensions shall be approximately 60" long x 32" tall x 18" deep. The compartments shall be constructed of 2" x 2" x .105" steel square tubing and .105" sheet metal on all exterior surfaces. The compartment shall be equipped with a .187" aluminum sheet metal door with chrome plated D-Ring lockable slam latch installed. The door shall be equipped with dual gas operated door opening assist cylinders. The floor of the compartment will be a sweep-out design.

# **STEELE FIRE APPARATUS**

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### **Rear Mud Flaps**

The chassis shall be supplied with mud flaps. The mud flaps shall be installed behind the rear wheels.

### **Under Body Compartment, Driver's Side**

An under-body equipment storage compartment shall be installed under the body surface on the driver's side of the apparatus in front of the rear axle. The dimensions shall be approximately 36" long x 22" tall x 22" deep. The compartment shall be constructed of 2" x 2" x .105" steel square tubing and .105" sheet metal on all exterior surfaces. The compartment shall be equipped with a .187" aluminum sheet metal vertically hinged door supported by 5/16" steel chains with chrome plated D-Ring lockable slam latch installed. The floor of the compartment will be a sweep-out design.

### **Under Body Compartment, Passenger's Side**

An under-body equipment storage compartment shall be installed under the body surface on the passenger's side of the apparatus in front of the rear axle. The dimensions shall be approximately 36" long x 22" tall x 22" deep. The compartment shall be constructed of 2" x 2" x .105" steel square tubing and .105" sheet metal on all exterior surfaces. The compartment shall be equipped with a .187" aluminum sheet metal vertically hinged door supported by 5/16" steel chains with chrome plated D-Ring lockable slam latch installed. The floor of the compartment will be a sweep-out design.

### **Under Body Compartment, Rear Center**

An under-body equipment storage compartment shall be installed under the body surface in the center rear body panel of the apparatus. The dimensions shall be approximately 24" wide x 6" tall. The compartment shall be equipped with a drop-down hinged door with dual thumb latches installed.

Length shall be 11'

There shall be a custom slide-out installed.

### **Compartment Lighting (LED)**

Under body equipment storage compartments shall be equipped with (1) 24" LED horizontal light strip per door opening.

### **Automatic Compartment Door Light Switches**

Each exterior compartment light shall be automatically controlled by a door activated switch.



# **STEELE FIRE APPARATUS**

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### **Door Ajar Light/Buzzer**

A "Door Ajar" and equipment operation buzzer shall be installed in the custom console. The LED light shall be red and the buzzer will activate once the truck is removed from park.

### **Water Tank Specifications**

A 1000-gallon water tank shall be installed on the truck. The tank dimensions shall be approximately 60" wide x 108" long x 36" tall. The tank shall be made of ½" poly and will be baffled to meet NFPA standards. There shall be a 10" water fill with vent installed on top of the tank with a 3" over flow to the bottom of the tank. The water fill tower shall be installed on the driver's side rear corner of the tank. A 1.5" plugged drain provision shall be installed in the bottom of the water tank for draining and flushing out of debris.

There shall be an 8" band around the top perimeter of the tank for storage.

There shall be a 2.5" direct tank fill installed.

### **Water Tank Level Indicator**

The water tank shall be equipped with clear water level sight gauge in the rear wall of the tank and an LED light indicator on the pump control panel with remote indicator in cab.

### **Fire Pump Specifications**

Hale HPX-200 KBD24 X-Stream, Electric Prime, Dual Control Panel

- Pump material: Anodized aluminum alloy pump body, bronze impeller
- Connections: Suction 3" NPT/4" victaulic
- Discharge 2.5" NPT
- Priming: 12V-DC ESP vane primer
- Max flow: 265 GPM
- Max pressure: 160 PSI
- Engine: Kubota 24HP diesel engine

### **KBD24 Dual Control Panel System**

There shall be a Hale KBD24 Dual Control Panel System with Electric Throttle installed. (1) at the rear of the apparatus and (1) in the console

\*A non-keyed switch to start or stop the pump engine shall be furnished and shall be located at the pump operator's position.

\*\*There shall be a Safety sign FAMA25 installed, warning of the need for training prior to operating the apparatus, location shall be on the pump operator's panel.

# **STEELE FIRE APPARATUS**

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### **Stainless Steel Plumbing System**

The fire pump plumbing system shall be built completely out of stainless-steel piping, fittings, and connections. Victaulic style couplings shall be installed to permit flexing of the plumbing system and allow for quick removal of piping or valves for service. Tank connections and remote plumbing shall use high pressure flexible piping. Flexible hose couplings shall be threaded stainless steel or Victaulic type connections.

### **Valves**

All valves used in the plumbing installation shall be Akron Fire Service valves.

### **Fire Pump Housing/Enclosure**

The fire pump, stainless steel plumbing, and electrical enclosure shall be installed on a removable fire pump housing. The dimensions of the enclosure shall be approximately 52" wide x 33" deep x 37" tall. The enclosure shall be constructed of 2" x 2" x .187" aluminum square tubing and .187" aluminum sheet metal. Fork lift access holes and a hinged rear engine and pump control panel door equipped with gas hydraulic lift assist shocks shall be installed at the rear of the enclosure.

### **Rear Pump Control Panel Shall be installed**

### **Fire Pump Fuel System**

The fuel system for the auxiliary fire pump shall be plumbed from the chassis fuel system. There shall be a separate fuel pickup tube mounted in the chassis fuel tank specifically for a separate engine driven pump assembly.

### **Wiring to Chassis**

The 12-volt positive and negative cables shall be provided from the chassis battery to the fire pump area, wired through the master disconnect solenoid system. The cables shall have a circuit breaker installed at the chassis battery.

### **Fire Pump Mounting Provisions**

The fire pump shall be installed inside the fire pump housing utilizing heavy duty vibration mounts bolted to the body.

### **Fire Pump Master Drain**

The fire pump shall have a master drain at the bottom of the water pump housing.

### **Pump Engine Oil Drain**

The fire pump engine shall have an oil drain line installed. It shall allow for easy and accessible oil draining.

# **STEELE FIRE APPARATUS**

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### **Discharges**

The following discharges shall be installed:

- 1 – 1" discharge to the hose reel
- 1 – 1.5" discharge to the rear of the bed with cap and chain
- 1 – 2.5" discharge to the rear of the bed with cap and chain
- 1 – 1.5" tank return
- 1 – 2.5" discharge to the front of the body for (2) 8' - 1" whip lines continuing with 2" to the front bumper supplying (2) bumper sweeps and monitor

There shall be a 2.5" female connection at the rear of the truck for drafting and this connection will double as a tank fill from a hydrant.

There shall be a 2.5" direct tank fill installed

### **Hose Reel**

(1) Hannay EF 38-23-24 RT hose reel shall be installed. The reel shall have a leak proof ball bearing swing joint, adjustable friction brake, electric 12-volt rewind, and manual crank rewind provisions.

Location:

The reel shall be mounted on the on top of the pump house enclosure.

### **Hose Reel Capacity**

The hose reel shall have a capacity of 200' of hose.

### **Hose Reel Hose**

200' of 1" 800psi red rubber water hose shall be installed on the hose reels.

### **Nozzles**

(3) Task Force Tips Model # DQS60P QUADRAFOG W/GRIP 1" NH (25mm) Selectable gallonage nozzles.

### **Nozzle Mount**

Each 1" flexible hose discharge shall have a nozzle bracket installed to hold the nozzle in place.

# **STEELE FIRE APPARATUS**

## **Haskell Texas**

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### **Protection Lines**

(2) 1" x 10' long 800psi hose whips with threaded couplings shall be installed at the front of the body behind cab.

### **Electrical Enclosure**

An electrical wiring enclosure for the 12-volt wiring shall be installed in the fire pump housing/enclosure with a removable panel. The dimensions of the enclosures shall be approximately 12" tall x 12" wide x 4" deep.

### **Electrical Harness and Wiring**

All wiring shall be hidden, enclosed, or protected under the body in protective material, or within the apparatus body components. In addition, split loom conduits shall be installed and enclosed, suitably secured and protected against heat and physical damage.

### **Charging System**

There will be a Kussmaul Auto Charge 1500 charging system with inverter installed on the truck with a super auto eject and a battery indicator installed by the driver's door of the truck. Power plug shall be "ejected" when the chassis' engine starter is engaged and the receptacle shall be wired to any 120-volt A/C equipment requiring shore power.

\*The condition of the low voltage electrical system shall be monitored by a warning system that provides both an audible and a visual signal to persons on, in, or near the apparatus of an impending electrical system failure caused by the excessive discharge of the battery set.

### **Battery Master Disconnect**

A battery disconnect system shall be installed to control the 12-volt power supply from the battery system to the body and cab final stage manufacturer installed equipment to the chassis key switch.

### **DOT Identification Lights**

All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

### **Backup Camera**

There shall be a Rosco backup camera system with 7" LCD monitor installed.

### **License Plate Mounting**

A license plate light shall be installed on the rear vertical wall of the body.

# **STEELE FIRE APPARATUS**

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### **Brake, Turn, Tail Lights**

(4) 2" x 6" brake, turn, tail lights with grommets shall be provided. The warning lights shall incorporate Liner Super-LED Smart-LED technology. The light-heads configuration shall consist of 14 red Super-LEDs and clear optic polycarbonate lens.

### **Back-Up Lights**

(2) 2" x 6" rear LED back-up lights shall be installed.

### **Scene Lights**

(6) LED Pod lights and (1) 30" LED Spot/Flood shall be installed, wired to switch in the custom console. Location shall be: two on each corner of the headache rack assembly.

(2) Spots facing forward, and (2) floods facing out the side of the body. (2) diffused lights and (1) 30" LED spot/flood light bar rear facing in the pump area

### **Back-Up Alarm**

One (1) back up alarm shall be installed.

### **Electronic Siren**

One (1) Fenix 4200 Data Link Siren Controller and (1) Fenix Storm Pro 200w Remote Siren with microphone and PA.

### **Siren Speaker**

Two (2) Fenix Triton 100w siren speaker shall be provided with bracket.

Location shall be: Front Bumper

### **Custom Fabricated Console and Switch Panel**

A custom fabricated electrical console and enclosure shall be located between the driver's and passenger's seats. It shall house the siren, switches, cup holder's, radio, and auxiliary equipment.

Department supplied radio shall be installed in console.

### **Emergency Light Bar**

Fenix Fusion 60" LED full size lightbar.

Ability to turn off rear lights on lightbar

Location: Mounted on the headache rack

# **STEELE FIRE APPARATUS**

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### **\_\_\_\_ Warning Lights**

There shall be (16) Feniex Wide-Lux 7x3 (Red) with clear lens installed.

### **Front Bumper Warning Lights**

(4) Feniex Wide-Lux 7x3 (Red)

### **Front Bumper Intersection Lights**

(2) Feniex Wide-Lux 7x3 (Red)

### **Side Body Warning Lights (Passenger's side and Driver's side)**

(2) Feniex Wide-Lux 7x3 (Red)

### **Upper Rear Warning Lights**

(2) Feniex Wide-Lux 7x3 (Red)

### **Lower Rear Warning Lights**

(4) Feniex Wide-Lux 7x3 (Red)

### **\_\_\_\_ Additional Equipment**

(1) TFT "3 Wrench Bracket Set" with (2) Universal Spanner Wrenches and (1) Hydrant Wrench

Location: mount on tailboard. (Passenger's side)

(2) 2.5" x 10' Hard Suction

Location: Store in under body suction storage compartment

### **\_\_\_\_ Warning Light Protective Guard (Side of Body)**

There shall be protective light guard assemblies installed on the side body warning lights and rear warning lights.

### **\_\_\_\_ Painting**

The body, compartments, and plumbing will be primed with an Epoxy Primer and then painted with a **White** Polyurethane Enamel paint made by PPG.

The front bumper and skid plates will be primed with an Epoxy Primer and then painted with a **Black** Polyurethane Enamel paint made by PPG.

# **STEELE FIRE APPARATUS**

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The inside of the compartments will be primed with an Epoxy Primer and then painted with a White w/Black Splatter Polyurethane Enamel paint made by PPG.

### **\_\_\_\_ Coating**

The top of the bed, tailboard, and cab steps of the truck will be sprayed with a **Black** spray on bed liner made by Toff coatings that will give a protective coating and a non-slip surface.

### **\_\_\_\_ Custom Graphics**

Department provided and installed

### **\_\_\_\_ Cab and Body Striping**

Department provided and installed

### **\_\_\_\_ Rear Chevron Striping**

There will be alternating chevron striping installed on the rear vertical body panel. The chevron striping shall consist of 4" diamond grade striping on the following colors:

The first color shall be Red Diamond Grade.

The second color shall be Lemon Yellow Diamond Grade.

\*The retroreflective stripe (s) shall be affixed to all of the following:

- (1) The side of the apparatus, covering at least 50 percent of the cab and 50 percent of the body on each side, excluding the pump panel areas.
- (2) At least 25 percent of the width of the front of the apparatus, (measured at the front of the vehicle, not including mirrors or other protrusions).
- (3) At least 50 percent of the width of the rear-facing vertical surfaces of the apparatus calculated by considering any vertical surface within 36 in. (91cm) forward of the rear bumper, visible from the rear of the apparatus, excluding any pump panel areas not covered by a door.

Each stripe shall be 4 in. (150 mm) in width.

### **\_\_\_\_ Water Tank Warranty**

Manufacturer Limited Warranty and Notice of Disclaimer of Express and Implied Warranties. Manufacturer issues this limited warranty to the customer who is the original retail purchaser ("Customer") of a polypropylene tank (the "Tank") (10 to 4000) gallon.

# **STEELE FIRE APPARATUS**

## **Haskell Texas**

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April 20, 2021

### **Fire Pump Warranty**

Warranty products of its manufacture to be free from defects in material and workmanship, under normal use and service, for a period of three (3) years. This limited warranty is effective only if the equipment or apparatus is used as directed, is not subjected to misuse, negligence, or accident, and is not altered, treated or repaired by someone other than Hale or its designee. Items not manufactured by Hale shall bear only the limited warranties offered by their respective manufacturers.

### **Factory Fire Pump Test**

The pump shall undergo a full in factory fire pump test, which shall be witnessed and certified test by the factory engineer, prior to delivery of the completed apparatus. The factory test acceptance certified shall be furnished with the apparatus on delivery.

### **Road Test**

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time, the apparatus will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise.

### **Final Assembly and Apparatus Finishing Prep Specifications**

The apparatus shall be assembled in a high quality and controlled environment. The fit, form, and finish of the body shall be the highest-level fire apparatus manufacturing standards. On completion, the apparatus shall be ready for final inspection and road testing as required by the general requirement section of this specified vehicle.

### **Chassis Preparation**

The chassis cab shall be "prepped" for fire apparatus production as follows:

- a) Wash and clean chassis
- b) Weigh chassis for NFPA records
- c) Quality control check in

### **Changes**

Any changes to this proposal during the build process may result in an additional charge and could affect the delivery date.

### **Warranty**

The cab and chassis and all pre-manufactured components will carry the manufacturer's warranty. The work done by Steele Fire Apparatus will carry a one-year limited warranty. The body and sub structure will carry a limited 20-year warranty.



**STEELE FIRE APPARATUS**  
**Haskell Texas**  
**1-800-687-7639**



Quay County, NM  
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**Delivery**

Delivery will be made approximately **180** days upon receipt of the cab and chassis. Terms of payment are **NET ON DELIVERY**, unless otherwise stated. Failure to do so may result in interest being applied to the amount owed. Due to the daily rise of cost in materials this proposal shall expire unless accepted within 25 days after the date set above. This expiration date may be extended, in writing, at the discretion of Steele Fire Apparatus.

**Total Cost for Body, Equipment, and Cab & Chassis - \$262,000.00**

**HGAC Fee will be an additional - \$1000.00**

**STEELE FIRE APPARATUS**  
**247 US HWY 380 WEST**  
**HASKELL, TEXAS 79521**  
**1-800-687-7639**

Fire Chief or authorized Representative:

Wes Steele or authorized Representative:

# CONTRACT OF SALE

THE STATE OF TEXAS,  
COUNTY OF HASKELL.

This Contract of Sale made and entered into on this the **20<sup>th</sup>** day of

**April, 2021**, by and between

STEELE FIRE APPARATUS LLC,

247 US Hwy 380 West, Haskell, Texas, 79521, hereinafter called "Seller,"

And **Quay County, NM (Bard Endee Fire Department)**, hereinafter called  
"Buyer", WITNESSETH:

I.

The Seller hereby agrees and obligates itself to sell and cause to be sold to Buyer  
for the consideration and upon the terms and conditions hereinafter set out, the  
Following described property, to-wit:

**Type 4 Large Brush Truck (Chassis, Body, and Equipment per Signed  
Proposal)**

(hereinafter called "Property").

II.

As consideration for said Property, the Buyer hereby agrees and obligates itself to  
Pay to the Seller the sum of:

**Two-Hundred Sixty-Three Thousand Dollars and Zero Cents**

**(\$263,000.00)** in cash at the time of delivery of Property to Buyer. If the sales

Price is subject to any taxes, the taxes added will be that which is prevailing at the Time of delivery and paid by the Buyer.

Further, the Buyer agrees to pay the amount of **Zero.**

(\$0.00) as down payment for the purchase of said Property. Upon the Delivery of the Property to the Buyer, the down payment will be applied to the above Described purchased price with the balance of the purchase price due and payable to Seller. It is agreed that if Buyer fails to comply with the provisions of this contract Imposed upon Buyer, Buyer shall forfeit to the Seller the above described down Payment without waiving any remedies Seller may have in regard to a breach of this Contract by Buyer.

### III.

It is agreed by and between the parties hereto that the obligation of Seller to Deliver the Property to Buyer must be rendered within **240** days of the Execution of this Contract, **the receipt of cab & chassis**, the receipt of the Poly tank, the receipt of pump, or the equipment at our facility. (item underlined)

### IV.

It is agreed by and between the parties hereto that this Contract shall not be assignable by Buyer without the prior written consent of Seller.

V.

It is agreed by and between the parties hereto that Buyer shall inspect the Property immediately upon delivery and shall give notice of any defects to the Property. The property shall be deemed accepted if the Buyer fails to give such notice.

VI.

In the event that Seller shall be prevented from performing any of its obligations due under the terms of this Contract by an act of God, acts of war, riot, or civil commotion, by an act of state, by strikes, fire, flood, shortages, or delays caused by its suppliers or by the occurrence of any other event beyond the control of the parties hereto, the seller shall not be liable for damages from its failure to make delivery of the Property.

VII.

It is further agreed and understood by the parties hereto that this agreement contains the entire agreement between the parties relating to the rights herein granted, and the allegations herein assumed.

Any oral representations of modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by the party to be charged.

#### VIII.

It is understood and agreed that the terms and provisions of this contract shall be binding upon the parties hereto their respective heirs, assigns, and legal representatives, and that any disputes arising out of the terms of this contract shall be determined by a court of competent jurisdiction in Haskell County, Texas.

STEELE FIRE APPARATUS, LLC

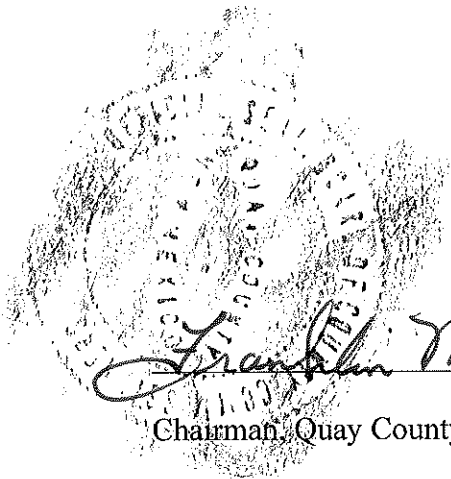
By: \_\_\_\_\_  
Tommie Isbell, General Manager

SELLER

THE STATE OF TEXAS,  
COUNTY OF \_\_\_\_\_.

This instrument was acknowledged before me on \_\_\_\_\_, 2\_\_\_\_  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_



*Franklin McCasland*  
Chairman, Quay County Commission

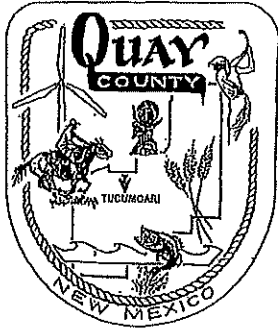
THE STATE OF NEW MEXICO  
COUNTY OF Quay\_\_\_\_\_.

Subscribed and sworn to before me on this 24 day of April,  
2021 by Franklin McCasland\_\_\_\_\_.

*Ellen L. White*  
\_\_\_\_\_  
Notary Public, State of New Mexico  
County of Quay

My Commission Expires: 3-21-2023





# Quay County Detention Center

223 W. High Street  
P.O. Box 1321  
Tucumcari, NM 88401  
Phone: (575) 461-4664  
Fax: (575) 461-0139

## 1st Quarter Report 2021

DATE 4/26/2021

### QCDC ADULT DETENTION

Total number of adults confined: 111  
Total number of days prisoners were held: 12,458  
Average Daily Population: 30.01  
Average length of stay: 56.12 days  
Today's Population Adult Total: 37 Males & 3 Females

### JUVENILE'S IN DETENTION

Total amount of Juveniles confined during this period: 0  
Total number of days Juveniles were held this period: 0  
Average Length of stay: 0 Days  
Today's Juvenile Population Out of County: 0  
Cost for Juvenile's Housing Out of County this period: \$ 0

### Juvenile Ankle Monitor Program

\*Juveniles on for period: 0  
\*Total Cost for the period: 0  
\*Cost if in custody for the period: 0  
\*Savings of: 0

### Adult Ankle Monitor Program

\*Adults monitored for period: 21  
\*Total # of days on Ankle Monitor: 930  
\*Collected Client Fees for the Period: \$ 4,999.00  
\*Revenue of: \$ 2,936.87  
\*Cost if in custody: \$ 116,250.00 \* Not including Medical

### D.O.C. Safekeeping

\* Cost for year \$ 0

### Revenue for Housing other Counties Inmates

\* \$ 22,155.82

**QUAY COUNTY  
FISCAL YEAR 2020-2021  
RESOLUTION No. 30**

Authorization of Budgetary Increase to **Misdemeanor Court Compliance (628)**

**WHEREAS**, at meeting of the Board of Quay County Commissioners on April 26, 2021 the following was among the proceedings;

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

**State Fund 29900  
Budgetary Increase**

	<u><b>DEBIT</b></u>	<u><b>CREDIT</b></u>
<b>29900-2002-55999 Contract – Other Services</b>	<b>\$ 500.00</b>	
<b>29900-2002-54010 M &amp; R – Buildings/Structure</b>		<b>\$6,500.00</b>

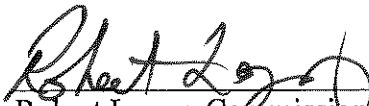
**WHEREAS**, the above activity was not contemplated at the time the final budget was adopted and approved **Budget increased to purchase testing materials and flooring repair of the DWI Office**


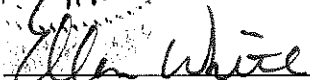
**NOW THEREFORE, BE IT RESOLVED** that after approval of the Local Government Division of the Department of Finance and Administration, the above Budgetary Adjustments be made.

DONE at Tucumcari, County of Quay, New Mexico this 26<sup>th</sup> day of April, 2021.

  
Franklin McCasland, Commissioner

  
Jerri Rush, Commissioner

  
Robert Lopez, Commissioner

  
  
Ellen White, County Clerk



**QUAY COUNTY  
FISCAL YEAR 2020-2021  
RESOLUTION No. 31**

Authorization of Budgetary Transfer of funds in **Fire Marshal Fund (420)**

**WHEREAS**, at meeting of the Board of Quay County Commissioners on April 26, 2021 the following was among the proceedings;

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

**State Fund 20900  
Budgetary Transfer**

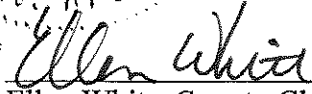
	<u><b>DEBIT</b></u>	<u><b>CREDIT</b></u>
<b>20900-3002-53030 Travel – Employees</b>		<b>\$4,000.00</b>
<b>20900-3002-57160 Telecommunications</b>		<b>\$5,000.00</b>
<b>20900-3002-56120 Supplies – Vehicle Fuel</b>		<b>\$4,000.00</b>
<b>20900-3002-58999 Other Capital Purchases</b>	<b>\$13,000.00</b>	

**WHEREAS**, the above activity was not contemplated at the time the final budget was adopted and approved **Fire Marshal has been approved to purchase 9 Scott RIT-PAK III Emergency Air Supply Systems – 1 for each County Department**

**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.

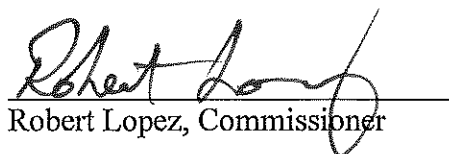
DONE at Tucumcari, County of Quay, New Mexico this 26<sup>th</sup> day of April, 2021.



  
Ellen White, County Clerk

  
Franklin McCasland, Commissioner

  
Jerri Rush, Commissioner

  
Robert Lopez, Commissioner

**QUAY COUNTY  
FISCAL YEAR 2020-2021  
RESOLUTION No. 32**

Authorization of Budgetary Increase to **General Fund-Computer Department (401-92)**

**WHEREAS**, at meeting of the Board of Quay County Commissioners on April 26, 2021 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**

**DEBIT**

**CREDIT**

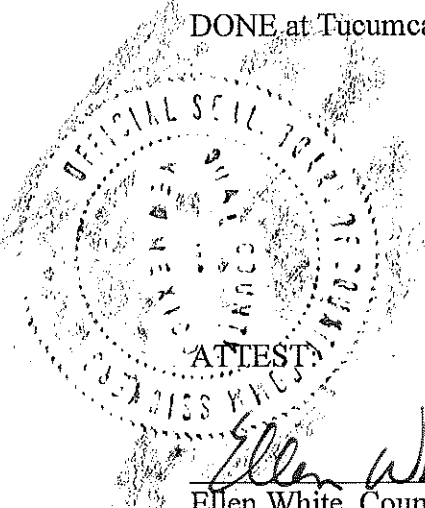
**11000-2011-56010 Software**

**\$18,000.00**

**WHEREAS**, the above activity was not contemplated at the time the final budget was adopted and approved **Software Maintenance Fees for Tyler Technologies**

**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 26<sup>th</sup> day of April, 2021.

The official seal of Quay County, New Mexico, is a circular emblem. It features a central design surrounded by the words "OFFICIAL SEAL OF QUAY COUNTY, NEW MEXICO". The seal is partially obscured by the signatures of the commissioners and the county clerk.  
*Franklin McCasland*  
Franklin McCasland, Commissioner

*Jerri Rush*  
Jerri Rush, Commissioner

*Ellen White*  
Ellen White, County Clerk

*Robert Lopez*  
Robert Lopez, Commissioner

**QUAY COUNTY  
FISCAL YEAR 2020-2021  
RESOLUTION No. 33**

Authorization of Budgetary Increase to **Debt Service (562)**

**WHEREAS**, at meeting of the Board of Quay County Commissioners on April 26, 2021 the following was among the proceedings;

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

**State Fund 29900 & 40400  
Budgetary Increase**

	<u><b>DEBIT</b></u>	<u><b>CREDIT</b></u>
<b>40400-2004-59010 Debt Service –</b>		
<b>Principal Payments</b>	<b>\$8426.00</b>	
<b>29900-0001-62100 Transfers Out</b>	<b>\$8426.00</b>	
<b>40400-0001-61100 Transfers In</b>		<b>\$8426.00</b>

**WHEREAS**, the above activity was not contemplated at the time the final budget was adopted and approved **Rural II Fire Transfer to Debt Service to make May 2021 Loan Payment**

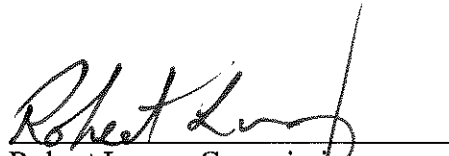
**NOW THEREFORE, BE IT RESOLVED** that after approval of the Local Government Division of the Department of Finance and Administration, the above Budgetary Adjustments be made.

DONE at Tucumcari, County of Quay, New Mexico this 26<sup>th</sup> day of April, 2021.

  
ATTEST:  
  
Ellen White, County Clerk

  
Franklin McCasland, Commissioner

  
Jerri Rush, Commissioner

  
Robert Lopez, Commissioner

## RENTAL AGREEMENT

### 1. Parties

The parties to this agreement are Quay County, hereinafter called "landlord", and Quay County DWI Program, hereinafter called "tenant."

### 2. Property

Landlord hereby lets the following property to tenant for the term of this agreement:

(a) the real property known as:

113 E. Main Street described as: Lot 17, Block 34 of Tucumcari OT Subdivision

And (b) the following furniture and appliances on said property:

\_\_\_\_\_  
\_\_\_\_\_

### 3. Term

This agreement shall run from month-to-month, beginning on: July 1, 2021 until June 30, 2022.

This agreement will automatically renew contingent upon Quay County receiving DWI Distribution Funds or unless one of the parties hereto notifies the other of its termination. Either party to this agreement may cancel the agreement by written notice to the appropriate party representatives no later than 30 days prior to the actual cancellation.

### 4. Rent

The monthly rental for said property shall be \$ 600.00, due and payable by check by the 1<sup>st</sup> day of each month.

### 5. Utilities

Tenant agrees to furnish the following services and/or utilities: (X) electricity, (X) gas, (X) garbage collection, (X) trash removal, and (X) water.

### 6. Deposits

Tenant will pay the following deposits and/or fees:

No deposit required

To \_\_\_\_\_

This amount will be refunded within three weeks following the termination of the tenancy; unpaid rent, charges for damages beyond normal wear and tear, and costs for reasonable cleaning may be deducted.


### In addition, it is agreed:

7. Tenant shall not lease, sublease or assign the premises without the prior written consent of the landlord (but this consent shall not be withheld unreasonably).
8. Landlord may enter the premises at reasonable times for the purpose of inspection, maintenance or repair, and show the premises to buyers or prospective tenants.

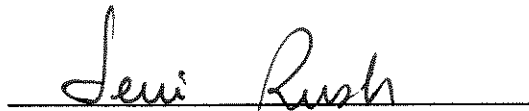
9. Tenant agrees to occupy the premises and shall keep the same in good condition, reasonable wear and tear excepted, and shall not make any alterations thereon without the written consent of the landlord.
10. Landlord agrees to maintain regularly the building and grounds in a clean, orderly and neat manner. Landlord further agrees upon notice by Tenant to complete within a reasonable time all necessary repairs, including those of appliances and utilities, which are furnished with the premises.
11. Tenant agrees not to use the premises in such a manner as to disturb the peace and quiet of other tenants in the building. Tenant further agrees not to maintain a public nuisance and not conduct business or commercial activities on the premises.
12. Tenant shall, upon termination of this agreement, vacated and return dwelling in the same condition that it was received, less reasonable wear and tear, and other damages beyond the Tenant's control.
13. In a dispute between Landlord and Tenant which gives rise to any action in court, the losing party will pay the court costs and reasonable attorney fees of the successful party.

We, the undersigned, agree to this Rental Agreement on this 26<sup>th</sup> day of April, 2021:


**Landlord: Quay County Commission**

  
Franklin McCasland, Chairman

4/26/21  
Date

  
Jerri Rush, Member

4-26-21  
Date

  
Robert Lopez, Member

4-26-21  
Date

Attested by:  
  
Ellen White, County Clerk

4-26-21  
Date

**Tenant: Quay County DWI Program**

  
Andrea Shafer, Coordinator

4-22-2021  
Date

# State of New Mexico Local Government Budget Management System (LGBMS)

## Report Recap - Fiscal Year 2020-2021 - Quay County - FY2021 Q3

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Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	1,034,123.00	0.00	2,920,544.93	-500,000.00	1,865,635.08	17,707.44	1,606,740.29	466,408.77	1,140,331.52
20200 Environmental	87,848.00	0.00	39,030.45	0.00	1,075.30	0.00	125,803.15	0.00	125,803.15
20300 County Property Valuation	148,623.00	0.00	50,323.61	0.00	25,230.40	0.00	173,716.21	0.00	173,716.21
20400 County Road	484,686.00	0.00	924,699.89	-169,122.56	731,544.33	4,346.49	513,065.49	60,962.03	452,103.46
20600 Emergency Medical Services	443.00	0.00	22,038.00	0.00	5,443.11	0.00	17,037.89	0.00	17,037.89
20800 Farm & Range	393.00	0.00	0.00	0.00	0.00	0.00	393.00	0.00	393.00
20900 Fire Protection	1,126,986.00	0.00	1,534,290.90	-126,123.48	1,289,525.80	4,598.88	1,250,226.50	0.00	1,250,226.50
21100 Law Enforcement Protection	0.00	0.00	23,600.00	-22,050.00	1,550.00	0.00	0.00	0.00	0.00
21800 Intergovernmental Grants	26,611.00	0.00	537,062.37	0.00	551,265.57	51.02	12,458.82	0.00	12,458.82
22000 Indigent Fund	432,096.00	0.00	266,469.96	-250,000.00	180,915.68	1,876.00	269,526.28	0.00	269,526.28
22100 Hospital Gross Receipts Tax	1,208,979.00	0.00	1,108,226.83	-93,615.75	883,817.74	103.83	1,339,876.17	0.00	1,339,876.17
22300 DWI Fund	36,414.00	0.00	91,283.42	0.00	92,377.09	156.85	35,477.18	0.00	35,477.18
22500 Clerks Recording & Filing Fund	34,187.00	0.00	8,600.69	0.00	5,265.11	0.00	37,522.58	0.00	37,522.58
22600 Jail - Detention	81,249.00	0.00	367,554.97	750,000.00	1,037,314.23	3,670.40	165,160.14	0.00	165,160.14
22700 County Emergency Communications and Medical & Behavioral Health GRT	327,740.00	0.00	420,516.74	0.00	350,152.79	1,670.85	399,774.80	0.00	399,774.80
29900 Other Special Revenue	437,788.00	0.00	124,931.21	93,615.75	240,605.02	0.00	415,729.94	0.00	415,729.94
30200 CDBG (HUD) Project	77,442.00	0.00	83,888.52	0.00	91,926.25	0.00	69,404.27	0.00	69,404.27
30300 State Legislative Appropriation Project	0.00	0.00	106,995.09	0.00	33,774.00	0.00	73,221.09	0.00	73,221.09

30400 Road/Street Projects	3,519,419.00	0.00	875.35	0.00	423,873.76	0.00	3,096,420.59	0.00	3,096,420.59
30600 NMFA Project	0.00	0.00	24,270.33	0.00	0.00	0.00	24,270.33	0.00	24,270.33
39900 Other Capital Projects	1,597,303.00	0.00	10,401.61	22,050.00	76,177.64	3,901.68	1,557,478.65	0.00	1,557,478.65
40400 NMFA Loan Debt Service	444,392.00	0.00	128,534.08	295,246.04	755,531.75	0.00	112,640.37	0.00	112,640.37
Totals	11,106,722.00	0.00	8,794,138.95	0.00	8,643,000.65	38,083.44	11,295,943.74	527,370.80	10,768,572.94

Identify all on all adjustments listed on budget recap page. Please identify each transaction separately.

## County Quarterly Report Adjustment Schedule

FUND	TOTAL Adjustment AMOUNT	Detailed adjustment	Explanation
GENERAL FUND - Operating (GF)	17707.44		Invoices entered as March Expenditures and checks issued in April
		14923.16	Carr, Riggs & Ingram LLC
		631.95	AT&T Phone
		171.92	Dickinson Implement Co.
		67.73	UniFirst Holdings
		20.17	Lowe's Ace
		1,033.84	Xcel Energy - Electric Utility
		290.51	SPC Office Supply
		46.49	Hudson's Auto
		521.51	Clovis Media
		0.16	June Cash Receipt correction posted in July
CORRECTION			
ENVIRONMENTAL GRT			
County Property Valuation			
COUNTY ROAD	4346.49		Invoices entered as March Expenditures and checks issued in April
		1294.44	Wagner Equipment
		462.20	Dickinson Implement Co.
		440.88	UniFirst Holdings
		161.73	AT&T
		104.44	City of Tucumcari - Water Utility
		72.94	Xcel Energy - Electric Utility
		1809.86	Scrap Processing Company
EMS			
ENHANCED 911			
Farm & Range Improvement			
FIRE PROTECTION FUND	4598.88		Invoices entered as March Expenditures and checks issued in April
		640.43	AT&T First Net
		55.83	City of Tucumcari - Water Utility
		34.00	Liberty Mutual Water
		1071.91	Boyd's Equipment Inc.
		253.96	Byrd Truck Service
		2003.55	Artesia Fire
		539.20	Galvan Industries
LEPF			
LODGERS TAX			
RECREATION			
INTERGOVERNMENTAL GRANTS	51.02	51.02	AT&T FirstNet invoice posted in March and check issued in April
SENIOR CITIZEN			
COUNTY INDIGENT FUND	1876.00	1876.00	Inmate Medical Invoices entered as March Expenditures and checks issued in April
COUNTY HOSPITAL FUND	103.83	103.83	City of Tucumcari Water Invoices posted in March and check issued in April
COUNTY FIRE PROTECTION			
DWI PROGRAM	156.85	156.85	City of Tucumcari Water Invoice posted in March and check issued in April
Clerk Recording & Filing			
JAIL - DETENTION FUND	3670.40		Invoices entered as March Expenditures and checks issued in April
		387.39	Empire Paper
		313.21	Quill Corporation
		392.92	Coca Cola
		262.52	ProGuard Service & Solutions
		35.70	Charm-Tex Inc
		310.76	AT&T
		1803.28	City of Tucumcari - Water Utility
		164.62	Plateau Telecommunications
OTHER			



Emergency Communications	1670.85			Invoices entered as March		Expenditures and checks issued in April
		53.98		Lowe's Ace Hardware		
		29.25		Jamie Luaders		
		103.41		Ricoh Copiers		
		864.58		Quill Corporation		
		619.63		AT&T		
		3901.68		Warren Frost Invoice entered as March Expenditure and check issued in April		
CAPITAL PROJECT FUNDS						
STATE LEGISLATIVE APPR PRO						
REVENUE BONDS						
DEBT SERVICE OTHER						
ENTERPRISE FUNDS						
Water Fund						
Solid Waste						
Waste Water						
Airport						
Ambulance						
Cemetery						
Housing						
Parking						
Other Enterprise						
Other Enterprise						
Other Enterprise						
INTERNAL SERVICE FUNDS						
TRUST AND AGENCY FUNDS						

**QUAY COUNTY**  
**FISCAL YEAR: 2020-21**  
**REPORT PERIOD: 03/21**

FUND NUMBER AND TITLE	BEGINNING CASH BALANCE	REVENUES	TRANSFERS	EXPENDITURES	CHANGE IN BALANCE SHEET	ENDING CASH BALANCE
401 GENERAL FUND	1,034,123.27	2,920,544.93	( 500,000.00)	1,865,635.08	17,707.44	1,606,740.56
402 ROAD FUND	484,685.56	924,699.89	( 169,122.56)	731,544.33	4,346.49	513,065.05
403 FARM & RANGE FUND	393.44	.00	.00	.00	.00	393.44
406 HEALTH CARE ASSISTANCE FUND	432,095.83	286,469.96	( 250,000.00)	180,915.68	1,876.00	289,526.11
407 FIRE DISTRICT NO 1 FUND	42,195.96	107,100.44	( 24,853.00)	47,680.75	136.12	76,898.77
408 FIRE DISTRICT NO 2 FUND	60,590.61	88,843.08	( 13,406.00)	50,790.03	.00	65,237.66
409 FIRE DISTRICT NO 3 FUND	234,761.95	291,582.03	( 23,850.00)	464,240.23	1,372.11	39,625.86
410 NARA VISA FIRE FUND	124,725.66	47,576.67	.00	27,073.29	1,454.96	146,683.90
411 FORREST FIRE FUND	53,088.19	154,654.88	( 12,060.00)	124,402.35	89.15	71,369.87
412 JORDAN FIRE FUND	313,831.29	328,778.59	( 389.48)	459,660.87	42.90	182,612.43
413 BARD ENDEE FIRE FUND	53,778.27	152,903.78	( 17,118.00)	68,223.95	1,315.05	122,655.15
414 EMERGENCY MEDICAL SERVS FUND	443.61	22,038.00	.00	5,443.11	.00	17,038.50
415 QUAY FIRE DIST FUND	116,684.82	68,140.89	( 22,075.00)	17,894.26	46.24	144,902.69
416 FORESTRY FIRE FUNDS	147,680.25	18,464.01	.00	12,204.77	.00	153,939.49
418 PORTER FIRE DEPT.	90,545.23	250,135.95	( 12,372.00)	21,801.67	42.36	306,549.87
419 QUAY COUNTY EMERGENCY MANAG	26,611.17	11,762.37	.00	25,965.57	51.02	12,458.99
420 QUAY COUNTY FIRE MARSHALL	36,783.69	64,574.59	.00	7,768.40	100.09	93,689.97
421 DETENTION CENTER	42,182.28	367,554.97	750,000.00	1,024,939.23	3,670.40	138,468.42
430 SAFETY NET CARE POOL FUND	.00	.00	93,615.75	93,615.75	.00	.00
431 COUNTY EMERGENCY COMMUNICATI	327,740.51	420,516.74	.00	350,152.79	1,670.85	399,775.31
499 REAPPRAISAL FUND	148,623.23	50,323.61	.00	25,230.40	.00	173,716.44
501 HOSPITAL FUND	1,208,978.62	1,108,226.83	( 93,615.75)	883,817.74	103.83	1,339,875.79
503 RURAL ADDRESSING FUND	32,916.61	2,066.63	.00	25,923.49	.00	9,059.75
516 ASAP - OTHER CHARGES	9,679.57	21.00	.00	121.77	.00	9,578.80
520 TUC. DOMESTIC VIOLENCE PROGRA	8,366.50	2,481.31	.00	5,141.32	.00	5,706.49
562 DEBT SERVICE	.00	.00	295,246.04	295,246.04	.00	.00
563 NMFA DEBT RESERVE	444,391.58	128,534.08	.00	460,285.71	.00	112,639.95
607 LAW ENFORCEMENT PROTECTION F	.00	23,600.00	( 22,050.00)	1,550.00	.00	.00
610 JUVENILE DET OFFICER FUND	39,067.44	.00	.00	12,375.00	.00	26,692.44
613 PRIMARY CARE CLINIC	154,835.96	87,714.89	.00	97,331.89	.00	145,218.96
621 CLERK'S EQUIP REC FUND	34,187.52	8,600.69	.00	5,265.11	.00	37,523.10
622 DWI DISTRIBUTION	30,647.45	90,283.00	.00	92,377.09	156.85	28,710.21
623 ENVIRONMENTAL GROSS REC FUND	87,847.78	38,030.45	.00	1,075.30	.00	125,802.93
624 DWI GRANT FUND	5,766.32	1,000.42	.00	.00	.00	6,766.74
628 MISDEMEANOR COURT COMPLIANCE	40,073.86	9,148.37	.00	699.90	.00	48,522.33
631 DWI PROBATION FEES	22,123.08	4,110.00	.00	4,536.25	.00	21,696.83
632 DWI SCREENING FEES	8,940.74	550.00	.00	880.00	.00	8,610.74
634 DWI UA FEES	12,009.94	375.00	.00	149.88	.00	12,235.06

FOR STATE DEPT OF FINANCE USE

75 % OF THE FISCAL YEAR HAS ELAPSED

04/22/2021 11:38AM

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**QUAY COUNTY**  
**FISCAL YEAR: 2020-21**  
**REPORT PERIOD: 03/21**

FUND NUMBER AND TITLE	BEGINNING CASH BALANCE	REVENUES	TRANSFERS	EXPENDITURES	CHANGE IN BALANCE SHEET	ENDING CASH BALANCE
639 WILDLIFE SERVICES	1,161.03	.00	.00	.00	.00	1,161.03
649 COUNTY IMPROVEMENTS	4,725,579.04	141,667.03	22,050.00	533,825.40	3,901.68	4,359,372.35
650 ROAD EQUIPMENT FUND	391,143.14	875.35	.00	.00	.00	392,018.49
655 CDBG - QUAY COUNTY	46,978.17	83,888.52	.00	91,926.25	.00	38,940.44
656 CDBG PLANNING GRANT	30,463.63	.00	.00	.00	.00	30,463.63
657 CARES RELIEF FUND	.00	525,300.00	.00	525,300.00	.00	.00
GRAND TOTAL	11,106,722.80	8,794,138.95	.00	8,643,000.65	38,083.44	11,295,944.54

**MEMORANDUM OF AGREEMENT**

Between

**New Mexico Department of Health**

And

**Quay County**

This Agreement entered into between New Mexico Department of Health (DOH) and **Quay County**, the entity providing services (Entity).

**IT IS AGREED BETWEEN THE PARTIES****1. PURPOSE**

The purpose of this agreement is to provide janitorial duties by County including equipment and supplies necessary to clean the Tucumcari Health Office located at 310 S. Second St., Tucumcari, NM.

**2. SCOPE OF WORK**

The Entity shall perform the following janitorial services at the Tucumcari Health Office located at 310 Second Street, Tucumcari, NM.

**A. Perform the following tasks daily:**

1. Sweep all floors and mop as needed. Vacuum entry carpet mats.
2. Empty all waste baskets and dispose of trash.
3. Dust all desk tops, counters, tables, window sills, and other furniture.
4. Clean bathroom and exam room sinks wash basins, exam tables, toilets, mirrors, and mop floors in bathrooms.
5. Wipe and clean all chairs as needed.

**B. Perform the following work as determined necessary by the Office Nurse Manager:**

1. Replenish paper goods and soap in toilet and towel dispensers.
2. Shovel and clear snow and/or ice from all entrances & walkways before 8:00 am.
3. Sweep outside entries.
4. Mop all tile floors weekly and as needed.
5. Wipe/clean all mini blinds.
6. Wash all windows inside and outside including front and back entrances.
7. Vacuum air conditioner ducts and vents.
8. Wax and buff all floors two times a year and buff as needed.
9. The contractor agrees to supply all labor, supplies, equipment and other materials necessary to perform the janitorial services. This includes but is not limited to waxes or wax-like protective coatings, cleaning agents, vacuum cleaners, scrubbing machines, buffers, dust mops, brooms and brushes.
10. The contractor agrees to furnish all hand soap, light bulbs sanitary blocks and trash bags in all rooms and hallways as necessary.

**C. Performance Measures:**

Entity shall substantially perform the following Performance Measures: Through satisfactory completion of the Scope of Work set forth above, Entity will assist the DOH to meet the portions of

its 2018 Strategic Plan that relate to the DOH's mission to prevent, protect, provide, promote, and partner to improve health services systems and assure that critical public health functions and safety net services are available.

- I. Quay County residents. Potential residents are 9,041.
- II. Monday - Friday (5 days per week) provide janitorial services as stated in Scope of Work.
- III. Janitorial services/scope of work will be met success fully.
- IV. Quay County residents will have access to clean public health facilities.

3. **ADMINISTERING AGENCY**

The administering agency is the DOH.

4. **COMPENSATION**

- A. **The total amount payable to the Entity under this Agreement, including gross receipts tax and expenses, shall not exceed \$36,720.00. This amount is a maximum and not a guarantee that the work assigned to Entity under this Agreement to be performed shall equal the amount stated herein.**
- B. The DOH shall pay to the Entity in full payment for services satisfactorily performed based upon deliverables, such compensation not to exceed \$36,720.00 (as set forth in Paragraph A) including gross receipts tax if applicable. Payment is subject to availability of funds as appropriated by the Legislature to the DOH and to any negotiations between the parties from year to year pursuant to Article 2, Scope of Work. All invoices MUST BE received by the DOH no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. The Entity shall submit to the DOH at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.
- C. The Entity must submit a detailed statement accounting for all services performed and expenses incurred. If the DOH finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Entity that payment is requested, it shall provide the Entity a letter of exception explaining the defect or objection to the services and outlining steps the Entity may take to provide remedial action. Upon certification by the DOH that the services have been received and accepted, payment shall be tendered to the Entity within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the DOH shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

5. **PROPERTY**

The parties understand and agree that property acquired under this Agreement shall be the property of the DOH.

6. **CLIENT RECORDS AND CONFIDENTIALITY**

- A. The Entity shall protect the confidentiality, privacy and security of all confidential information and records and shall not release any confidential information to any other third

party without the express written authorization of the client when the record is a client record, or the DOH.

- B. The Entity shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the DOH.

7. **FUNDS ACCOUNTABILITY**

The Entity shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the Agreement term and retain them for a period of three (3) years from the date of final payment under the Agreement. The records shall be subject to inspection by the DOH, the Department of Finance and Administration and the Office of the State Auditor. The DOH shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the DOH to recover excessive or illegal payments.

8. **LIABILITY**

As between the parties, each party will be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from negligence of its employees, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended.

9. **TERMINATION OF AGREEMENT**

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the DOH's sole liability upon such termination shall be to pay for acceptable work performed prior to the Entity's receipt of the notice of termination, if the DOH is the terminating party, or the Entity's sending of the notice of termination, if the Entity is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Entity shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Entity if the Entity becomes unable to perform the services contracted for, as determined by the DOH or if, during the term of this Agreement, the Entity or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to insufficient appropriation by the Legislature to the DOH. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE ENTITY'S DEFAULT/BREACH OF THIS AGREEMENT.**

10. **APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G). By execution of this Agreement, the Entity acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement. The parties agree to abide by all state and federal laws and regulations.

11. **PERIOD OF AGREEMENT**

This Agreement shall be effective upon approval of both parties, whichever is later and shall terminate on **June 30, 2025** or as stated in **ARTICLE 9, Termination of Agreement**. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

**12. FEDERAL GRANT OR OTHER FEDERALLY FUNDED AGREEMENTS.**

- A. Lobbying. The Entity shall not use any funds provided under this Agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, et. seq., and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of the Entity, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable Federal contract, grant, loan, or cooperative agreement, the Entity shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. Suspension and Debarment. For contracts which involve the expenditure of Federal funds, each party represents that neither it, nor any of its management or any other employees or independent Entities who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other Federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent Entities are not otherwise ineligible for participation in Federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent Entities. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.
- C. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- D. Grantor and Entity Information.
  - 1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
    - i. CFDA Number – N/A
    - ii. Program Title – N/A
    - iii. AGENCY/OFFICE – N/A
    - iv. GRANT NUMBER – N/A
  - 2. ENTITY'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is N/A
- E. Entity Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)[Federal Grant funded projects only].
  - 1. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Entity employee whistleblower

protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

2. The Entity shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
  3. The Entity shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.
- F. For contracts and subgrants which involve the expenditure of Federal funds for amounts in excess of \$150,000, requires the Entity to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For contracts which involve the expenditure of Federal funds, Entities that apply or bid for a contract exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- H. For contracts which involve the expenditure of Federal funds, Entity must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



