



QUAY COUNTY GOVERNMENT
300 South Third Street
P.O. Box 1246
Tucumcari, NM 88401
Phone: (575) 461-2112
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**AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
AUGUST 8, 2022**

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session July 25, 2022

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. Brett O'Connor, Leeward Renewable Energy, LLC Development Director**
 - Request Approval of FY2022-2023 Resolution No. 9 Proposed Industrial Revenue Bond (IRB)
- II. Carole Keith, C.R.A.F.T. Fair**
 - Request Approval of Fairgrounds Fee Reduction
- III. C. Renee Hayoz, Presbyterian Medical Services Administrator**
 - Presentation of RPHCA Monthly Reports
- IV. Johnny Reid, Quay County Detention Center Lieutenant**
 - Request Approval of Summit Food Service Partnership Agreement Amendment #3
- V. Lucas Bugg, Quay County Fire Marshall**
 - Request Approval of Order to Rescind
- VI. Larry Moore, Quay County Road Superintendent**
 - Request Approval of FY2022-2023 Resolution No. 3 LGRF CAP Project & Agreement
 - Request Approval of FY2022-2023 Resolution No. 4 COOP & Agreement
 - Request Approval of FY2022-2023 Resolution No. 5 COOP Match Waiver
 - Request Approval of FY2022-2023 Resolution No. 6 School Bus Route & Agreement
 - Road Update



Pages: 62

DOC #CM-00540
08/25/2022 10:51 AM Doc Type: COCOM
Fee: (No Field Tag Finance Total Fees found)
Quay County, NM Ellen White - County Clerk, County Clerk

- VII. Cheryl Simpson, Quay County Finance Director**
- Request Approval of FY2022-2023 Resolution No. 7 Adoption of the 2024-2028 Infrastructure Capital Improvements Plan (ICIP)
- VIII. Daniel Zamora, Quay County Manager**
- Request Approval of FY2022-2023 Resolution No. 8 Land Donation
 - Correspondence
- IX. Request Approval of Accounts Payable**
- X. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**

Adjourn

Lunch-Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

August 8, 2022

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 8th day August, 2022 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
Jerri Rush, Commissioner
Robert Lopez, Commissioner
Ellen L. White, County Clerk
Daniel Zamora, County Manager

OTHERS PRESENT:

Cheryl Simpson, Quay County Finance Director
Lucas Bugg, Quay County Fire Marshall
Janie Hoffman, Quay County Assessor
Richard Primrose, Quay County Consultant
Johnny Reid, Quay County Detention Center Lieutenant
Paul Lucero, Quay County Emergency Manager
Larry Moore, Quay County Road Superintendent
Travis Curlin, Senior Development Associate for Leeward Renewable Energy
C. Renee Hayoz, Presbyterian Medical Services Administrator
Brian Fortner, County Commission District 3 Candidate
Patrick Vanderpool, Greater Tucumcari EDC Director
Scott Crotzer, Tucumcari Chamber of Commerce Director
Carole Keith, C.R.A.F.T Fair
Ron Warnick, Quay County Sun

Via Zoom the following were present:

Peter Franklin, Bond Counsel from Modrall Law Firm, Luis Carrasco, Quay County Bond Counsel from Rodey Law Firm, Brett O'Connor, Leeward Renewable Energy Development Director

Chairman McCasland called the meeting to order. Johnny Reid, led the Pledge of Allegiance.

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the July 25, 2022 regular session minutes. 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 approve the Agenda as presented. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

Public Comments:

- Janie Hoffman, Quay County Assessor, reported her attendance at the NMC Board meeting held last week. Hoffman noted legislative issued from affiliates are due before the September 29-30 meeting when the Board will set priorities. It was also mentioned the Better-Informed Public Officials training is set for December 6-8, 2022.
- Patrick Vanderpool, Greater Tucumcari EDC Director provided an update on the Ortega Truck Stop, Community Kitchen and Trinity Baptist Church.
- Scott Crotzer, Tucumcari Chamber of Commerce Director providing an overview of items the Chamber provided this last quarter and upcoming events. An information sheet was handed out and is attached to these minutes.

NEW BUSINESS:

Brett O'Connor, Leeward Renewable Energy, LLC Development Director, requested approval of the FY2022-2023 Resolution No. 9; Proposed Industrial Revenue Bond (IRD). O'Connor and Bond Counsel for both Quay County and Leeward Renewable Energy provided clarification to contents of the documents presented at the request of Chairman McCasland and Commissioner Rush. A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve Resolution No.9 as presented. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

Carol Keith, representative of the C.R.A.F.T Fair, requested use of the Quay County Fairgrounds at a reduced fee of \$50.00 for the deposit and \$200.00 for rental of the facility. The event is set for November 4-6, 2022. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the reduced fee rates. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

C. Renee Hayoz, Presbyterian Medical Services Administrator, presented the following update of the Health Clinic:

- Back to school covid vaccines are available. Moderna is the only vaccine available for children 6 months to 11 years old, and the only vaccine being offered by the PMS Clinic. Children 12 and older and adults who received Pfizer initially, can cross over and use Moderna.
- The Monkey Pox vaccine is not available at this time.
- Flu Vaccines will be available late September.
- Provider positions are still available.

Johnny Reid, Quay County Detention Center Lieutenant, requested approval of the Summit Food Service Partnership Agreement #3. A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the Agreement. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". Copy is attached.

Lucas Bugg, Quay County Fire Marshall, presented an Order to Rescind the current Burn Ban for Quay County. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Order. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". A copy is attached.

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

- FY2022-2023 Resolution No. 3 LGRF CAP Project & Agreement
- Request Approval of FY2022-2023 Resolution No. 4 COOP & Agreement
- Request Approval of FY2022-2023 Resolution No. 5 COOP Match Waiver
- Request Approval of FY2022-2023 Resolution No. 6 School Bus Route & Agreement

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve Resolution Numbers 3, 4, 5 and 6 as described above. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". Copies are attached to these minutes.

Updates:

- Crews have started on Quay Road AL. The road will remain gravel this coming year as low spots and problem areas are worked out and then chip sealed next year.
- Quay Roads Q, Y and 64 are forthcoming.
- Blade Reports were distributed.

Quay County Finance Director, Cheryl Simpson, requested approval of FY2022-2023 Resolution No. 7; Adoption of the 2024-2028 Infrastructure Capital Improvement Plan (ICIP). A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve Resolution No. 7. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". A copy is attached.

Quay County Manager, Daniel Zamora requested approval of FY2022-2023 Resolution No. 8; Land Donation from Quay County to Tucumcari Public Schools. Zamora explained this is a strip of land along the very west side of the baseball field complex, that has been fenced into that area for decades. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Resolution. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". A copy is attached.

County Manager Correspondence:

- The monthly Gross Receipt Tax Report was distributed.
- The Server project is progressing as areas of concern are being addressed.

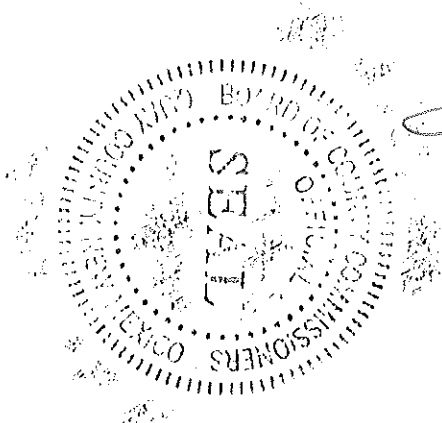
A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the expenditures included in the Accounts Payable Reports ending August 3, 2022. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

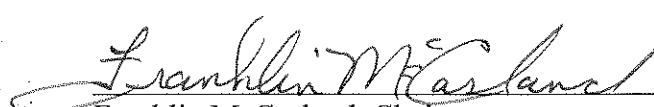
Other Quay County Business That May Arise during the Commission Meeting and/or comments from the Commissioners: NONE

There being no further business, a MOTION was made by Jerri Rush SECONDED by Robert Lopez to adjourn. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". Time noted 9:50 a.m.

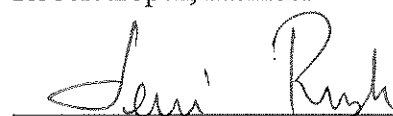
Respectfully submitted by Ellen L. White, Quay County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS



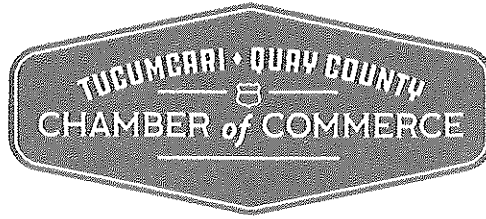

Franklin McCasland, Chairman


Robert Lopez, Member


Jerri Rush, Member

ATTEST:


Ellen L. White, County Clerk



Chamber Check In:

1. Pinata Fiesta
 - a. Raised Individual/Business Sponsorships over \$6K providing Free Petting Zoo to over 400 kids
 - b. Estimated over 280 guests at dance
 - c. Parade/Vendors very happy
 - d. Event raised \$5,933.85 in sales
 - e. Full report available
2. TAP Conference
 - a. Visited with 17 different Operators one on one
 - b. Gallup was partner in meetings
 - c. Already two bus tours have come thru wanting walk on tours (1st step)
 - d. Full Report available
3. Motorcycle Cannon Ball Sept. 19th, 2022
 - a. Over a hundred rooms booked
 - b. Providing dinner at Railroad Museum
 - c. Antique Motorcycles on Display
4. Retail Sales
 - a. POS Installed
 - b. Over \$500 in sales in last quarter
 - c. Getting T-shirts and investing in retail as a income source for visitor center/Chamber
5. Board Member Vacancy
 - a. One board member to be filled
6. Ribbon Cutting/Grand Opening Visitor Center
 - a. Annual Report
 - b. Open House
7. 2022-2023 Events
 - a. Pinata Fiesta Saturday June 3rd, 2023
 - b. Event 2
 - c. Event 3
 - d. Wheels on Fire September 2023
 - e. Light Parade/Parade of Homes December 3rd
 - f. Pumpkin Crawl October 29th NMSU Ag Science Center/Historic Museum
 - g. Workshops (Historic Photo Archiving Archives and Special Collections Librarian ENMSU)
 - h. Open House Visitor Center/Annual Report/September 22nd, 2022 (1966-56yrs)

**QUAY COUNTY
FISCAL YEAR 2022-2023
RESOLUTION NO. 9**

A RESOLUTION RELATING TO THE PROPOSED INDUSTRIAL REVENUE BONDS ENTITLED QUAY COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (CAPROCK WIND REPOWER PROJECT), SERIES 2022A AND (CAPROCK WIND PHASE II), SERIES 2022B; AND DECLARING THE INTENT OF QUAY COUNTY TO ISSUE SUCH INDUSTRIAL REVENUE BONDS IN A COMBINED AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$297,000,000 IN CONNECTION WITH A PROPOSED REPOWER PROJECT AND AN ADDITIONAL WIND GENERATION FACILITIES PROJECT LOCATED WITHIN THE BOUNDARIES OF QUAY COUNTY FOR THE PURPOSE OF INDUCING LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC TO DEVELOP THE PROJECT SITES AND TO CONSTRUCT AND INSTALL THE PROJECTS.

WHEREAS, the New Mexico legislature has enacted the County Industrial Revenue Bond Act, NMSA 1978, Sections 4-59-1 to -16 (1975, as amended through 2021) (the "Act"), which authorizes Quay County, New Mexico (the "County") to issue industrial revenue bonds and to acquire projects as defined in the Act; and

WHEREAS, the County, acting through its Board of County Commissioners, desires to promote industry and trade by inducing manufacturing, industrial and commercial enterprises to locate or expand in the County, to promote the use of the natural resources of the County, and to promote a sound and proper balance in the County and the State of New Mexico (the "State") between agriculture, commerce and industry, and to promote the public health, safety, security, general welfare, convenience and the prosperity of the inhabitants of the County; and

WHEREAS, Caprock Wind LLC, a Delaware limited liability company ("Leeward"), submitted a proposal to the County (the "Proposal") whereby the County will acquire, from a limited liability company to be formed by Leeward and authorized to do business in New Mexico (the "Company"), (i) wind energy generation equipment to be installed in a wind farm located in the County, for the purpose of replacing functionally and economically obsolete generating equipment now installed in the wind farm with new equipment (the "Repower Project"), and (ii) interests in land and additional wind energy electric generating equipment to be installed in a second project site in proximity to the original wind farm (the "Phase II Project" and, together with the Repower Project, the "Projects"), each of which will be located in the County and constitute an industrial revenue project to be developed by the Company; and

WHEREAS, the County will acquire the Phase II Project, the acquisition of leasehold interests, easements, rights-of-way, fee title, and other property rights and interests in land, title, including fee title, to facilities and capital equipment and other

tangible personal property to be located in the County, but outside the boundaries of any incorporated municipality; and

WHEREAS, the Repower Project and the Phase II Project will each constitute a project as defined under the Act; and

WHEREAS, the Phase II Project is proposed to have the collective nameplate installed generation capacity of approximately 88 megawatts (subject to increase or reduction, provided, however, that the principal amount of the Series B Bonds (defined below) shall not exceed \$112,000,000); and

WHEREAS, the County's issuance of one series of industrial revenue bonds to finance the Repower Project (the "Series A Bonds") and a separate series of industrial revenue bonds to finance the Phase II Project (the "Series B Bonds," and, together with the Series A Bonds, the "Bonds") is necessary to finance all or a part of the Projects, and tax incentives associated therewith, are inducements whereby the Company will determine to acquire, construct, equip and install the Projects; and

WHEREAS, the Board of County Commissioners of the County (the "Governing Body") constitutes the governing body of the County within the meaning of the Act; and

WHEREAS, the Projects have been considered by the Governing Body and the Governing Body has determined that the Projects will promote the health, safety, security, and general welfare of the inhabitants of the County, and the Governing Body desires to indicate its intent to consider proceeding with the issuance of the Bonds for the financing of the Projects; and

WHEREAS, (i) concurrently with the issuance of the Series A Bonds, the Company will enter into a lease agreement with the County under which the County will acquire the Repower Project (the "Series A Lease") which Series A Lease will provide for the payment by the Company of lease rentals and other payments from the revenues generated by the Repower Project or other funds of the Company sufficient to pay the debt service on the Series A Bonds, and (ii) concurrently with the issuance of the Series B Bonds, the Company will enter into a lease agreement with the County under which the County will acquire the Phase II Project (the "Series B Lease"), which Series B Lease will provide for the payment by the Company of lease rentals and other payments from the revenues generated by the Phase II Project or other funds of the Company sufficient to pay the debt services on the Series B Bonds. Such Series A Lease and Series B Lease shall each be subject to the prior adoption by the Governing Body of an ordinance approving such agreements and other related documents, and authorizing issuance of the Bonds (the "Bond Ordinance"); and

WHEREAS, the County and the Company understand that the adoption of this resolution (the "Resolution") shall not obligate the Governing Body or the County to adopt the Bond Ordinance for the Projects, to issue the Bonds or obligate the County or the Company to proceed with either of the Projects, except pursuant to the terms of the Bond

Ordinance to be considered for adoption by the Governing Body prior to the issuance of the Bonds and with the terms of the related bond documents.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, THE GOVERNING BODY OF QUAY COUNTY, NEW MEXICO:

Section 1. All actions not inconsistent with the provisions hereof heretofore taken by the Governing Body and the officers, employees, and designated representatives and agents of the County related to the Proposal, the acquisition of the Repower Project, and the acquisition, construction, equipping and installation of the Phase II Project, and the sale and issuance of the Series A Bonds and the Series B Bonds therefore, be and the same are hereby, ratified, approved and confirmed.

Section 2. The Governing Body has been informed as follows.

A. An 80-megawatt wind powered electric generating facility known as Caprock Wind, was originally constructed in 2004, and is located in Quay County. The Repower Project will consist of the replacement or material modification of turbines providing up to 120 megawatts of electric generation capacity, and will include the construction and installation of new foundations, towers, electrical collector lines, access roads, improvements to an existing substation and related assets for use in the generation and transportation of electricity and other "related equipment" within the meaning of NMSA 1978, Section 7-9-54.3(C)(2) (2010).

B. The Repower Project will utilize an existing substation, and privately owned 14.5 mile transmission line and associated connection facility, all of which is located within the County.

C. The Phase II Project will be located within the boundaries of the County, at the general location illustrated on the site map attached as Exhibit A hereto. The proposed project site for the Phase II Project is located in the unincorporated areas of the County outside the boundaries of any incorporated municipality. The Phase II Project will consist of the acquisition of a leasehold interest in approximately 8,800 acres of land, and the new construction and installation of turbines providing up to 88 Megawatts of electric generation capacity, including foundations, towers, electrical collector lines, access roads and related assets for use in the generation and transportation of electricity and other "related equipment" within the meaning of NMSA 1978, Section 7-9-54.3(C)(2) (2010).

D. The maximum aggregate face amount of the Series A Bonds to be issued with respect to the Repower Project is \$185,000,000. The maximum aggregate face amount of the Series B Bonds to be issued with respect to the Phase II Project is \$112,000,000. The combine maximum aggregate face about

of the Bonds is \$297,000,000.

E. The developer and operator of the Projects will be the Company, or permitted successors or assignees.

F. The development and installation of the Projects will comply with all applicable land use regulations of the County.

G. The Company will make all necessary arrangements with the proposed bond purchasers for the purchase of the Bonds, and the County shall have no responsibility to make such arrangements.

H. The Company has agreed to pay or reimburse the County for all costs of legal counsel, including independent bond counsel, and financial advisors of the County engaged in connection with the issuance of the Bonds, and all other expenses of the County directly related to processing any required application for the issuance of the Bonds, adoption of this Resolution, consideration and adoption of the Bond Ordinance and issuance of the Bonds. The Company has agreed to such payment or reimbursement of such processing fees (if any) and expenses irrespective of whether the Bonds are issued.

I. As provided in the Proposal, the Repower Project will enable the replacement of worn-out or otherwise obsolete wind generating equipment which was installed in connection with a project financed with industrial revenue bonds issued by the County (the "Original Project"), and the Phase II Project will increase the generating capacity of the Projects. The Repower Project Property (which will be comprised of equipment and not unimproved real property) shall not include any of the Original Project property, and the issuance of the Series A Bonds shall not result in any of the Original Project property being exempt from *ad valorem* property taxation for more than 30 years. The Project Property acquired in connection with the Phase II Project shall be subject to an abatement of *ad valorem* property taxation for up to 30 years.

J. In connection with the Original Project, the Company has made annual payments in lieu of taxes equal to \$134,000 (the "Original PILOT") to the County, and annual payments of \$86,000 to the San Jon Municipal School District, \$3,600 to the Tucumcari Public School District, and \$3,600 to Mesalands Community College.

K. The Company has proposed to make payments in lieu of taxes based
on the nameplate installed generating capacity of the Projects, to be allocated between the County and the Grady Municipal School District, the House Municipal School District, the Logan Municipal School District, the Melrose Municipal School District, the San Jon Municipal School District, and the Tucumcari Public School District (collectively, the "School Districts"), and to Mesalands Community College, as set forth in the Bond Ordinance or in the transaction documents approved by the Bond

Ordinance, not later than the date on which the property associated with the Projects is acquired by the County.

Section 3. In order to promote the health, safety, security, general welfare, convenience, and prosperity of the inhabitants of the County, it is the Governing Body's intent, subject to the conditions provided in Section 6 below, to take all necessary and advisable steps to consider and, if appropriate, to effect the issuance of the Series A Bonds in an aggregate principal amount not to exceed \$185,000,000 in order to defray part or all of the costs of the Repower Project, and to effect the issuance of the Series B Bonds in an aggregate principal amount not to exceed \$112,000,000 in order to defray part or all of the costs of the Phase II Project (each subject to adjustment as may be reflected in the Bond Ordinance, if the Bond Ordinance is adopted by the Governing Body), which Projects are located within the County. The Bonds are to be entitled substantially as follows: "Quay County, New Mexico Taxable Industrial Revenue Bonds (Caprock Wind Repower Project), Series 2022A" and "Quay County, New Mexico Taxable Industrial Revenue Bonds (Caprock Wind Phase II Project), Series 2022B" provided, however, that in the Bond Ordinance, the Governing Body may authorize a different title and series designation for the Bonds or provide for such title and series designation to be as specified in the indenture or indentures delivered in connection with the issuance of the Bonds. This expression of the Governing Body's intent is subject to the provisions of Section 6 of this Resolution and conditioned upon the issuance of the Bonds on or before December 31, 2024, or by such other deadline for issuance of the Bonds as may be provided by the Bond Ordinance or the documents executed and delivered in connection with issuance of the Bonds.

Section 4. The Series A Bonds shall be payable from the revenues of the Repower Project or other moneys payable by the Company with respect thereto. The Series B Bonds shall be payable from the revenues of the Phase II Project or other moneys payable by the Company with respect thereto. Neither the Series A Bonds nor the Series B Bonds shall constitute a debt or indebtedness of the County within the meaning of any provision or limitation of the Constitution or statutes of the State. In addition, if the Bonds are issued, the Company shall indemnify and hold harmless the County, the Governing Body and their respective officers, employees, designated representatives and agents (collectively, the "Indemnified Persons") from and against any liability to the Company or to any third parties that may be asserted against the County, the Governing Body or other Indemnified Persons with respect to the County's ownership of or leasehold interest in either of the Projects, the property constituting either of the Projects, or County's the issuance of the Bonds. Nothing contained in this Resolution or in any other instrument shall be considered as obligating the County to any pecuniary liability or a charge upon the general credit of the County or against its taxing power, it being understood that no costs are to be borne by the County and that all costs incurred by the County related to the adoption of this Resolution, negotiations with the Company, and in connection with the issuance of the Bonds are to be promptly reimbursed by the Company,. The County's

adoption of this Resolution shall not be deemed a conclusion or expression of approval by the County or any Indemnified Person of the Company or either the Repower Project or the Phase II Project.

Section 5. The Company will act as agent for the County with respect to the Projects and in the acquisition of the property constituting the Projects. The County authorizes the Company to act as agent for the purchase of wind generation equipment used to generate electricity from wind energy and related equipment as defined at NMSA 1978, Section 7-9-54.3 (2010) with respect to the Projects. The Company, as agent for the County, and consistent with Taxation and Revenue Department Regulation 3.2.212.22 NMAC (the "Regulation"), will acquire the Repower Project and acquire, construct, equip and install the Phase II Project. The Company will, consistent with State law and as agent for the County, apply to the Taxation and Revenue Department for Type 9 Nontaxable Transaction Certificates ("Certificates"). The Company will deliver the Certificates to each person selling capital equipment and other tangible personal property to the Company for the Projects as applicable under the New Mexico Gross Receipts and Compensating Tax Act and the Regulation. As required by the Regulation, by adoption of this Resolution, the County authorizes the Company to act as agent for the County in acquiring the Repower Project and in acquiring, constructing, equipping, and installing the Phase II Project, and to act as agent for the County with respect to the purchase of capital equipment and other tangible personal property for the Projects. The Company shall not use the Certificates other than for the purchase of capital equipment and other tangible property, nor shall the Company use such Certificates after the completion of the Projects. Prior to the use of such Certificates by the Company as agent for the County, the County Manager and the Company may agree to certain procedures regarding the use of the Certificates and protection of the County from any unfunded tax liability. No costs, expenses or other monetary relief will be recoverable from the County by vendors of wind generation equipment or other tangible property purchased by the Company in connection with the Projects. This Resolution is intended to be an "inducement resolution" as that term is used in, and for the purposes of, the Regulation. The Company will indemnify the County for any taxes or penalties that may be levied or assessed against the County pertaining to the Company's use of the Certificates.

Section 6. The County Commissioners, the County Manager, the County Clerk or Deputy County Clerk and other appropriate County officials and employees, and advisors such as Bond Counsel to the County and the County's Financial Advisor (as directed by the County's officials), are hereby authorized and empowered to take such steps and to do such things as may be necessary to achieve the purposes of this Resolution; provided, however, the issuance of the Bonds and the execution and delivery of any documents to which the County is a party in connection therewith shall be subject to the approval and authorization by the Governing Body pursuant to the Bond Ordinance, adopted following public notice of the Governing Body's intent to adopt such Bond Ordinance at least fourteen days prior to the consideration of the Bond Ordinance by the Governing Body at a public meeting. In connection with this

Resolution, the Company has expressed its understanding that a failure or refusal of the Governing Body, however arising, to adopt the Bond Ordinance for the Projects will have the effect of voiding any Certificates issued to the Company following adoption of this Resolution for capital equipment and other tangible personal property purchases and making such purchases subject to whatever tax would be due if such Certificates had not been issued. In particular, the Governing Body and the Company acknowledge that this Resolution shall not in any way obligate the Governing Body, the County or any other person to issue the Bonds or any other bonds, or to in any other way finance the Projects; and the Governing Body retains full and complete discretion with respect thereto.

Section 7. The County understands that the Company does not intend that interest on the Bonds be excludable from gross income of the holders of the Bonds under the Internal Revenue Code of 1986, as amended. The County further understands and requires that the Bonds will not be sold to investors other than to affiliated entities of the Company or the parent of the Company and their respective successors and assigns, i.e., the Projects will be internally or "self-funded," and that the related bond documents to be approved at the time of adoption of the Bond Ordinance will require purchase of the Bonds by affiliated entities of the Company or the parent of the Company and their respective successors and assigns.

Section 8. If the Bonds are issued by the County, the documentation evidencing the obligations of the Company shall provide that the Company shall make annual payments in lieu of taxes to the County and to the School Districts within the County for so long as the Bonds are outstanding, in full accordance with NMSA 1978, Section 4-59-4(A) (2021).

Section 9. This Resolution shall not give rise to a pecuniary liability of the County and shall not give rise to a charge against its general credit or taxing powers.

Section 10. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 11. All orders and resolutions, or parts thereof, in conflict with this Resolution are hereby repealed; provided, however, this repealer shall not be construed to revive any order, resolution or part thereof, heretofore repealed.

Section 12. The adoption of this Resolution shall not require any further action by the Governing Body on behalf of the County regarding the issuance of the Bonds or the terms and conditions of their issuance, such action, including adoption of the Bond Ordinance, being at the full and complete discretion of the Governing Body on behalf of the County.

Section 13. This Resolution shall take effect immediately upon its adoption and approval by the Governing Body.

PASSED, ADOPTED, SIGNED AND APPROVED this 8th day of August, 2022.

BOARD OF COUNTY COMMISSIONERS,
QUAY COUNTY, NEW MEXICO

By: Franklin Mccasland
Franklin Mccasland, Chairman

By: Jerri Rush
Jerri Rush, Member

By: Robert Lopez
Robert Lopez, Member

[SEAL]

ATTEST:

By: Ellen White
Ellen White, County Clerk

EXHIBIT

A

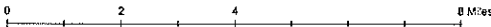
SITE MAP FOR

PROJECT [ATTACHED]

Caprock Wind Repower Project Site and Phase II Project Site—Quay County, NM



IRB	Approx. Total Acres	Approx. Acres in St Jon SD	Approx. Acres in Tucumcari SD
2004 IRB	15,680	11,200	4,480
New Land IRB	12,800	12,800	



Legend

- Existing lot lines
- PLSS Section
- T-line
- Section 0
- PLSS Township
- 2004 IRB Lands
- 2022 IRB Lands
- 2022 schools District
- San Jon Municipal School District
- Tucumcari Municipal School District

AMENDMENT #3 TO THE FOOD SERVICE PARTNERSHIP AGREEMENT

This Amendment is made and entered into by and between [Quay County Food Service] ("Client"), and Summit Food Service, LLC ("Company") (collectively "the Parties").

WHEREAS, The Parties have entered into a certain Food Service Partnership Agreement (the "Agreement"), effective July 1, 2013

WHEREAS, The Parties have agreed to extend with pricing adjustment the partnership; and

WHEREAS, The Parties now desire to amend said Agreement upon the terms and conditions stated herein.

NOW, THEREFORE, the parties, intending to be legally bound hereby, mutually agree as follows:

1. **Term.** This Agreement shall be extended for an additional year beginning July 1, 2022.
2. **Price.** Company shall charge and Client shall pay:

Population	Current Price	CPI%	New Price
1- 29	\$2.90	8.5%	\$3.147
30 - 39	2.666	---	2.893
40 - 49	2.261	---	2.453
50 - 59	2.446	---	2.654
50 - 100	2.208	---	2.396

This Amendment is effective as of July 1, 2022. (Updated to 2022) All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Agreement.

CLIENT Quay County

COMPANY: Summit Food Service, LLC

Signature:

Name:

Title:

Date:

Signature:

Name:

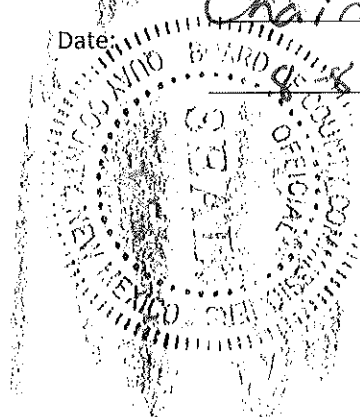
Title:

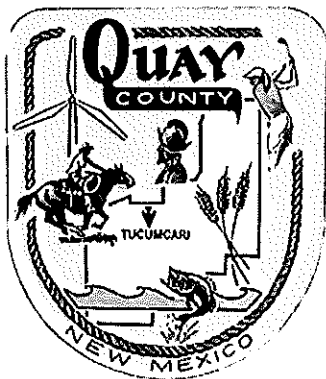
Date:

Marlin C. Sejnoha, Jr.

President & CEO

Franklin McCasland
Franklin McCasland
Chairman
8-22





Quay County Government

300 South Third Street

Post Office Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

ORDER TO RESCIND

SMOKING, FIREWORK, CAMPFIRE AND OPEN FIRE RESTRICTIONS

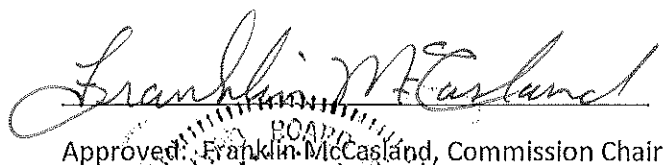
Because recent precipitation has reduced fire danger in Quay County, the Fire Marshal asks the Quay County Commission to rescind the fire restrictions that were imposed April 25, 2022, by Proclamation, for all unincorporated areas of Quay County. This order becomes effective upon approval of the Quay County Commission.

Per Quay County Ordinance No. 27 the Quay County Fire Marshal may ask for reinstatement of the fire restrictions if climatic conditions, drought, fire danger or other factors present a fire threat to rangelands, watersheds, personal property or public safety. Quay County residents are urged to use fire cautiously and safely.


IT IS HEREBY RESOLVED, PASSED AND APPROVED to rescind the Quay County Burn Ban Proclamation dated April 25, 2022.

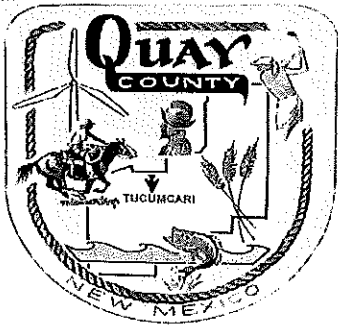
Done this 8th day of August, 2022.


Lucas Bugg, Quay County Fire Marshal


Approved: Franklin McCasland, Commission Chair



ATTESTED: 
Ellen White, Quay County Clerk



QUAY COUNTY GOVERNMENT

FISCAL YEAR 2022-2023

RESOLUTION NO. 3

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, **Quay County** and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHERE AS, the total cost of the project will be **\$313,925.00** to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or **\$235,444.00**

and

- b. **Quay County's** proportional matching share shall be 25% or **\$78,481.00**

TOTAL PROJECT COST IS **\$313,925.00**.

Quay County shall pay all costs, which exceed the total amount of **\$313,925.00**

NOW, therefore, be it resolved in official session that **Quay County** determines, resolves, and orders as follows:

That the project for this Cooperative Agreement is adopted and has priority standing.

The agreement terminates on December 31, 2023 and **Quay County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

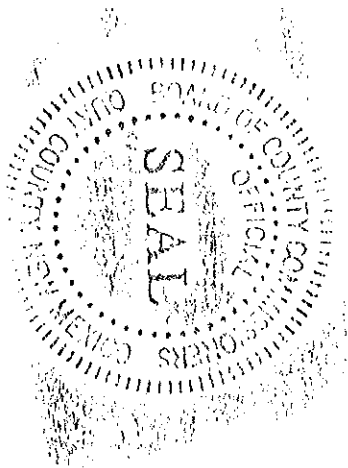
NOW therefore, be it resolved by **Quay County** to enter into Cooperative Agreement Control Number **L400582**, Vendor Number **54395** with the New Mexico Department of Transportation for LGRF Project for year 2022-2023 to

SCOPE: Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements, blading and shaping, and miscellaneous construction to various county roads.

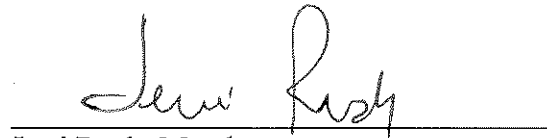
TERMINI: Quay Road 96 (Blocks 6.60-1300) 6.4 miles

Within the control of **Quay County** in Quay County, New Mexico.

DONE AND RESOLVED this 25th day of July, 2022.




Franklin McCasland, Chairman


Jerri Rush, Member


Robert Lopez, Member

Attest:


Ellen White, Quay County Clerk

Contract No. _____
Vendor No. 54395
Control No. L400582

**LOCAL GOVERNMENT ROAD FUND
COUNTY ARTERIAL PROGRAM**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Quay County** (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county roads**, as described in Control No. **L400582**, and the Public Entity’s resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. For purpose stated above, the estimated total cost for the Project is **Three Hundred Thirteen Thousand, Nine Hundred Twenty Five Dollars (\$313,925.00)** to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: **\$235,444.00**

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

2. Public Entity’s required proportional matching share shall be 25%: **\$78,481.00**

3. Total Project Cost: **\$313,925.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **Three Hundred Thirteen Thousand, Nine Hundred Twenty Five Dollars (\$313,925.00)**

- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- d. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government

Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. The provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2023**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.

- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and any other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

Quay County

By: Franklin M. Casland

Date: 8-18-22

Title: Chairman

Attest: Elle P. White
County Clerk

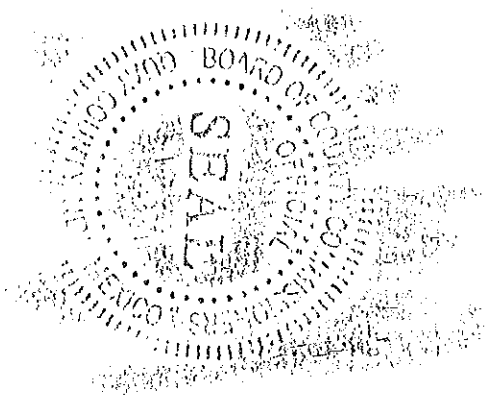


EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:

and completed on _____, 20____; and
3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

EXHIBIT B
AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

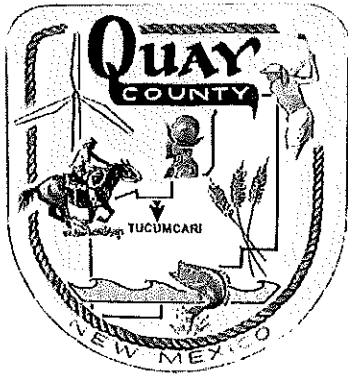
ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK:

[illegible]



QUAY COUNTY GOVERNMENT

FISCAL YEAR 2022-2023

RESOLUTION NO. 4

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, **Quay County** and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be \$ 133,333.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$ 85,000.00

and

- b. **Quay County's** proportional matching share shall be 25% or \$ 28,333.00

TOTAL PROJECT COST IS \$ 113,333.00

Quay County shall pay all costs, which exceed the total amount of \$ 113,333.00

NOW, therefore, be it resolved in official session that **Quay County** determines, resolves, and orders as follows:

That the project for this Cooperative Agreement is adopted and has priority standing.

The agreement terminates on December 31st, 2023 and **Quay County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

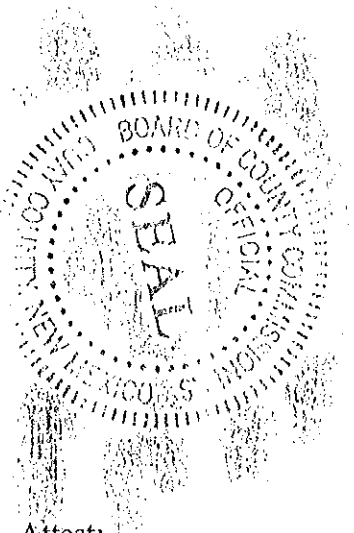
NOW therefore, be it resolved by **Quay County** to enter into Cooperative Agreement **Control Number L4000589 Vendor Number 54395** with the New Mexico Department of Transportation for LGRF Project for year 2022-2023 to

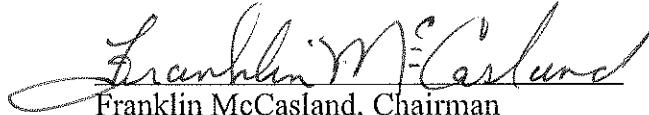
SCOPE: Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements, blading and shaping, and miscellaneous construction to various county roads.

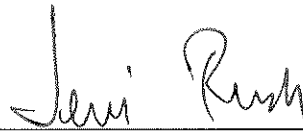
TERMINI: Quay Road AL (Blocks 6300-6480) 1.8 Miles


Within the control of **Quay County** in Quay County, New Mexico.

DONE AND RESOLVED this 28th day of July 2022.




Franklin McCasland, Chairman


Jerri Rush, Member


Robert Lopez, Member

Attest:


Ellen White, Quay County Clerk

Contract No. _____
Vendor No. 54395
Control No. L400589

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Quay County** (Public Entity), collectively referred as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county roads**, as described in Control No. **L400589**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. For purpose stated above, the estimated total cost for the Project is **One Hundred Thirteen Thousand, Three Hundred Thirty Three Dollars (\$113,333.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75%: **\$85,000.00**

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

2. Public Entity's required proportional matching share shall be 25%: **\$28,333.00**

3. Total Project Cost: **\$113,333.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **One Hundred Thirteen Thousand, Three Hundred Thirty Three Dollars (\$113,333.00)**

- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- d. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government

Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. The provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2023**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.

- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and any other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

Quay County

By: Franklin McFarland
Title: Chairman

Date: 8-18-22

Attest: Ellen L. White
County Clerk

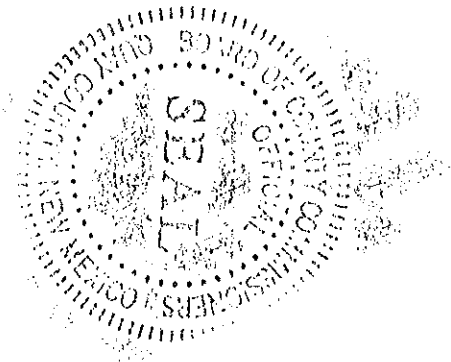


EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____ and completed on _____, 20____; and
3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK: _____

FY23



QUAY COUNTY GOVERNMENT

FISCAL YEAR 2022-2023

RESOLUTION NO. 5

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM AND REQUEST FOR MATCH WAIVER ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, **Quay County** and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHERE AS, the total cost of the project will be \$ **113,333.00** to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or \$ **85,000.00**

and

b. **Quay County's** proportional matching share shall be 25% or \$ **28,333.00**

TOTAL PROJECT COST IS \$ **113,333.00**

Quay County shall pay all costs, which exceed the total amount of \$ **113,333.00**

WHEREAS, NMAC 27.3.8 allows Public Entities who are experiencing financial hardship to apply for a Match Waiver of all or part of the above-mentioned Public Entity match.

WHEREAS, **Quay County** qualifies for the Match Waver because Quay County has a limited tax base, which limits the funding for meeting the proportional matching share; and, a fund exists in the NMDOT appropriated by the New Mexico State Legislature for Public Entities in need of "hardship" match money.

NOW, therefore, be it resolved in official session that **Quay County** determines, resolves, and orders as follows:

That **Quay County** requests a Match Waiver in the amount of \$ **28,333.00** for LGRF Project for year 2022-2023 to

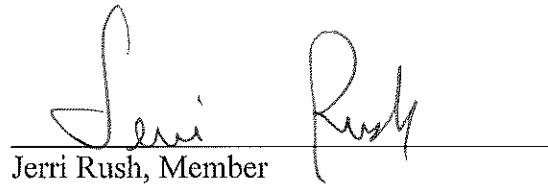
SCOPE: Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements, blading and shaping and miscellaneous construction to various county roads

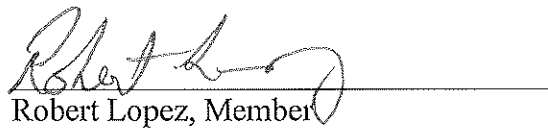
TERMINI: Quay Road AL (Blocks 6300-6480) 1.8 Miles

Within the control of **Quay County** in Quay County, New Mexico.

DONE AND RESOLVED this 28th day of July 2022.

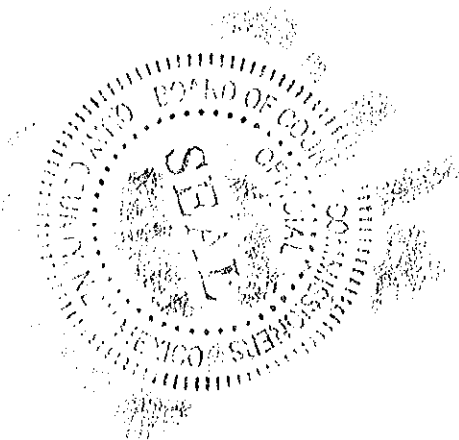

Franklin McCasland, Chairman

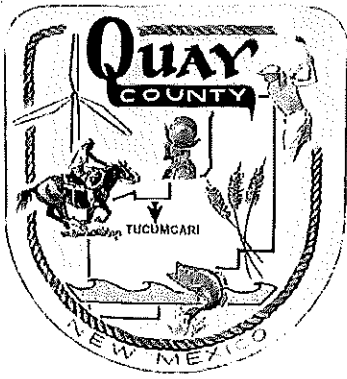

Jerri Rush, Member


Robert Lopez, Member

Attest:


Ellen White, Quay County Clerk





QUAY COUNTY GOVERNMENT

FISCAL YEAR 2022-2023

RESOLUTION NO. 6

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, **Quay County** and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be **\$ 106,667.00** to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or **\$ 80,000.00**

and

b. **Quay County's** proportional matching share shall be 25% or **\$ 26,667.00**

TOTAL PROJECT COST IS **\$ 106,667.00** .

Quay County shall pay all costs, which exceed the total amount of **\$ 106,667.00**

NOW, therefore, be it resolved in official session that **Quay County** determines, resolves, and orders as follows:

That the project for this Cooperative Agreement is adopted and has priority standing.

The agreement terminates on December 31st, 2023 and **Quay County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

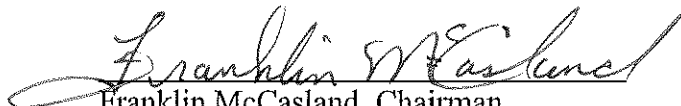
NOW therefore, be it resolved by **Quay County** to enter into Cooperative Agreement **Control Number L4000596 Vendor Number 54395** with the New Mexico Department of Transportation for LGRF Project for year 2022-2023 to


SCOPE: Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements, blading and shaping, and miscellaneous construction to various county roads.

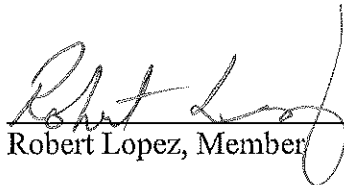
TERMINI: Quay Road AL (Blocks 6300-6480) 1.8 Miles

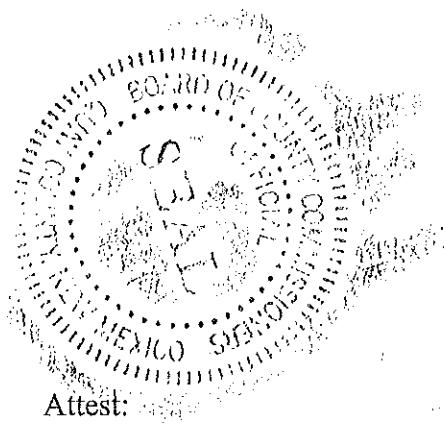
Within the control of **Quay County** in Quay County, New Mexico.

DONE AND RESOLVED this 28th day of July 2022.


Franklin McCasland, Chairman


Jerri Rush, Member


Robert Lopez, Member



Attest:


Ellen White, Quay County Clerk

Contract No. _____
Vendor No. 54395
Control No. L400596

**LOCAL GOVERNMENT ROAD FUND
SCHOOL BUS ROUTE AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Quay County** (Public Entity), collectively referred as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county roads**, as described in Control No. **L400596**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. For purpose stated above, the estimated total cost for the Project is **One Hundred Six Thousand, Six Hundred Sixty Seven Dollars (\$106,667.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75%: **\$80,000.00**

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

2. Public Entity's required proportional matching share shall be 25%: **\$26,667.00**

3. Total Project Cost: **\$106,667.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **One Hundred Six Thousand, Six Hundred Sixty Seven Dollars (\$106,667.00)**

- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- d. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government

Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. The provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2023**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.

- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and any other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

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This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless included in this Agreement.

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The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

Quay County

By: Franklin McCasland
Title: Chairman

Date: 8-18-22

Attest: Ellen L. White
County Clerk

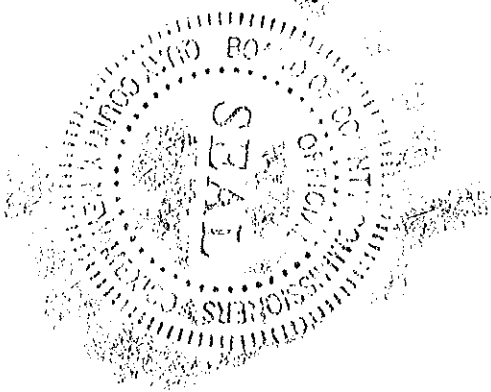


EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____ state
that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:

and completed on _____, 20____; and
3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

EXHIBIT B
AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

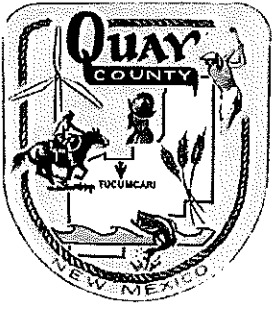
SCOPE OF
WORK:

[illegible]

DATE/22	NAME	ROAD	BLADED	BLOCKS	MILES	ADDITIONAL WORK TO ROAD/COMMENTS
7/13/22	LARRY	QUAY ROAD 40		3200-3500	3.00	
	LARRY	QUAY ROAD AJ		3900-4000	1.00	
	LARRY	QUAY ROAD AI		3900-4000	1.00	
	QUADE	QUAY ROAD 27		4500-5000	5.00	
	ARMANDO	QUAY ROAD 57		3200-3400	2.00	
	ARMANDO	QUAY ROAD 65.5		2700-2900	2.00	
	LOUIS	QUAY ROAD E		6750-7350	6.00	CALL IN
	LOUIS	QUAY ROAD H		6600-6800	2.00	CALL IN
7/14/22	LARRY	QUAY ROAD 40		3000-3200	2.00	
	LARRY	QUAY ROAD AG		3900-4100	2.00	
	LARRY	QUAY ROAD AF		3900-4000	1.00	
	LARRY	QUAY ROAD 27		4500-5000	5.00	
	STAN	QUAY ROAD L		8925-9325	4.00	
	LOUIS	QUAY ROAD H		6800-6900	1.00	CALL IN
	LOUIS	QUAY ROAD J		6300-6600	3.00	CALL IN
	LOUIS	QUAY ROAD 63		1000-1050	0.50	CALL IN
	LOUIS	QUAY ROAD T		6500-6650	1.50	CALL IN
	LOUIS	QUAY ROAD 65		2000-2100	1.00	CALL IN
7/18/22	ARMANDO	QUAY ROAD 72.5		2450-2475	0.29	
	ARMANDO	QUAY ROAD 72		2200-2450	1.89	
	ARMANDO	QUAY ROAD 71		2400-2600	1.90	
	ARMANDO	QUAY ROAD V.5		7160-7200	0.46	
	ARMANDO	QUAY ROAD Y		6950-7100	1.50	
	DONALD	QUAY ROAD 61		3975-4050	0.42	
	DONALD	QUAY ROAD 53		4100-3800	3.00	
	QUADE	QUAY ROAD AT		2400-2800	4.00	
	STAN	QUAY ROAD L		8950		FIXED APPROACH ON CATTLEGUARD
	STAN	QUAY ROAD L		8800-8925	1.25	
7/19/22	QUADE	QUAY ROAD AT		2800-3000	2.00	
	LOUIS	QUAY ROAD U		6250-6500	2.50	
	LOUIS	QUAY ROAD T		6650-7000	3.50	
	STAN	QUAY ROAD 89		1800-2000	2.00	
	STAN	QUAY ROAD R		8150-8850	7.00	SPOT BLADED
7/20/22	LARRY	QUAY ROAD AH		4000-4100	1.00	
	LARRY	QUAY ROAD 40		2900-3000	1.00	
	LARRY	QUAY ROAD AE		3900-4100	2.00	1.5 MILES OF DITCHWORK
	LOUIS	QUAY ROAD T		6300-6500	2.00	
	LOUIS	QUAY ROAD 69		2000-2100	1.00	
	LOUIS	QUAY ROAD U		6900-7000	1.00	
	LOUIS	QUAY ROAD 70		2000-2200	2.00	
	ARMANDO	QUAY ROAD AC		6649-6700	0.65	
	ARMANDO	QUAY ROAD 67		2800-2900	1.00	
	ARMANDO	QUAY ROAD AC		6300-6400	1.00	
	ARMANDO	QUAY ROAD AB		6300-6350	0.40	
7/21/22	STAN	QUAY ROAD Q		8750-		
	STAN	QUAY ROAD Q		8750-9000	1.81	
	STAN	QUAY ROAD 90		1650-1850	2.00	
	ARMANDO	QUAY ROAD 67		3000-3150	1.50	
	ARMANDO	QUAY ROAD AE		6700-7000	3.00	

	LARRY	QUAY ROAD AD	4600-4700	1.00
	LARRY	QUAY ROAD 46	2900-3000	1.00
	LARRY	QUAY ROAD 44	3000-3200	2.00
	LARRY	QUAY ROAD AE	4100-4600	5.00
	LARRY	QUAY ROAD 41	3000-3150	1.50
	LOUIS	QUAY ROAD O	6400-6775	3.50
	LOUIS	QUAY ROAD 65	1350-1500	1.50
	LOUIS	QUAY ROAD N	6500-6700	2.00
7/25/22	LOUIS	QUAY ROAD 58	2200-2264	4.74
	LOUIS	QUAY ROAD 65	1750-1800	0.50
	LARRY	QUAY ROAD AD	3900-4000	1.00
	LARRY	QUAY ROAD 40	2700-2900	2.00
	LARRY	QUAY ROAD AE	4150-4200	0.50
	STAN	QUAY ROAD 90	1200-1300	1.00
	LOUIS	QUAY ROAD 67	1800-2000	2.00
7/26/22	LOUIS	QUAY ROAD 67	1400-1600	2.00
	STAN	QUAY ROAD R		1.00
	STAN	QUAY ROAD 93	1450-1700	3.50
	LOUIS	QUAY ROAD 65	1670-1750	0.80
7/27/22	LOUIS	QUAY ROAD Q	6500-6625	1.25
	LOUIS	QUAY ROAD 64	1500-1700	2.00
	LOUIS	QUAY ROAD O	6000-6200	2.00
	LOUIS	QUAY ROAD 62	1300-1350	0.50
	LARRY	QUAY ROAD 66	4150-4300	1.50
	LARRY	QUAY ROAD 63	4100-4300	2.00
	LARRY	QUAY ROAD 62.9	4150-4325	1.65
	LARRY	QUAY ROAD AP	6375-6550	2.16
	LARRY	QUAY ROAD AM	6300-6350	0.50
	STAN	QUAY ROAD 93	1150-1450	3.00
	STAN	QUAY ROAD 90	1450-1250	1.50
	LOUIS	QUAY ROAD 60	1670-1820	1.52
7/28/22	LOUIS	QUAY ROAD Q	5900-6050	1.26
	LOUIS	RT. 66	0050-0550	5.00
	LARRY	QUAY ROAD 63	3600-3750	1.85
	LARRY	QUAY ROAD AL	6214-6500	2.79
	STAN	QUAY ROAD P	1400-1550	1.50
	STAN	QUAY ROAD 90	1450-1650	2.00
	LARRY	QUAY ROAD 64.5	3700-3850	1.54
	LARRY	QUAY ROAD AK	6000-6300	3.00
	LARRY	QUAY ROAD AM	6475-6525	0.52

			total	171.65
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QUAY COUNTY GOVERNMENT

FISCAL YEAR 2022-2023

RESOLUTION NO. 7

A RESOLUTION ADOPTING THE FY 2024-2028 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP)

WHEREAS, The County of Quay recognizes that the financing of capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in time of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and


WHEREAS, this process contributes to local and regional efforts to project identification and selection in short and long range capital planning efforts.

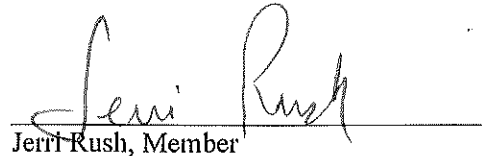
NOW, THEREFORE, BE IT RESOLVED BY THE QUAY COUNTY COMMISSION that:

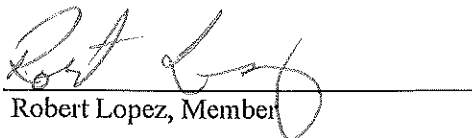
1. The county has adopted the attached FY 2024-2028 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps towards improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This resolution supersedes Resolution No. 5 for FY 2021-2022.

PASSED, APPROVED AND ADOPTED by governing body at its meeting of August 8th, 2022.

QUAY COUNTY COMMISSION


Franklin McCasland, Chairman


Jerri Rush, Member


Robert Lopez, Member



Ellen White, Quay County Clerk

Infrastructure Capital Improvement Plan F2024-2028

Quay County Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2024	2025	2026	2027	2028	Total Project Cost	Amount Not Yet Funded	Phases?
40191	2024	001	Hospital	Facilities - Health-Related Cap Infrastructure	1,000,000	25,000,000	0	0	0	0	26,000,000	25,000,000	No
36219	2024	002	Quay Road 63 Construction	Transportation - Highways/Roads/Bridges	0	250,000	1,000,000	0	0	0	1,250,000	1,250,000	Yes
36222	2024	003	Quay Road 62.9 Construction	Transportation - Highways/Roads/Bridges	0	1,000,000	0	0	0	0	1,000,000	1,000,000	No
37753	2024	004	Fire & EMS Radio Equipment Upgrade	Equipment - Public Safety Equipment	0	300,000	0	0	0	0	300,000	300,000	No
24423	2024	005	Bridge #1042 on Historic Rt. 66	Transportation - Highways/Roads/Bridges	0	3,000,000	2,250,000	0	0	0	5,250,000	5,250,000	Yes
40192	2024	006	Regional Behavior Health Facility	Facilities - Health-Related Cap Infrastructure	0	45,000,000	0	0	0	0	45,000,000	45,000,000	No
40194	2024	007	Fairgrounds Concession Stand	Facilities - Convention Facilities	0	75,000	0	0	0	0	75,000	75,000	No
31133	2024	008	Asset Management Procedure Plan	Other - Other	0	100,000	0	0	0	0	100,000	100,000	No
27887	2024	009	Quay County Detention Center Renovations	Facilities - Other	560,000	300,000	0	0	0	0	860,000	300,000	No
40203	2025	001	Excavator	Equipment - Other	0	0	800,000	0	0	0	800,000	800,000	No
22058	2025	002	County Vehicles	Vehicles - Other	0	0	300,000	0	0	0	300,000	300,000	No
23127	2025	003	Pneumatic Roller	Equipment - Other	0	0	250,000	0	0	0	250,000	250,000	No
27731	2025	004	Courthouse Window Replacement	Facilities - Administrative Facilities	0	0	1,164,000	0	0	0	1,164,000	1,164,000	No

Infrastructure Capital Improvement Plan F2024-2028

23125	2025	005	Dump Truck Equipment	Equipment - Other	0	0	400,000	0	0	0	400,000	400,000	No
36223	2025	006	Quay Road AR Construction	Transportation - Highways/Roads/Bridges	0	0	1,000,000	500,000	0	0	1,500,000	1,500,000	Yes
35893	2025	007	Quay Road AP Construction	Transportation - Highways/Roads/Bridges	0	0	550,000	300,000	0	0	850,000	850,000	No
32711	2026	001	Ute Reservoir Watershed Restoration	Water - Storm/Surface Water Control	0	0	0	500,000	0	0	500,000	500,000	No
Number of projects:			17										
Funded to date:			1,560,000	Year 1:	75,025,000	Year 2:	7,714,000	Year 3:	1,300,000	Year 4:	0	Year 5:	0
Grand Totals										Total Project Cost:	85,599,000	Total Not Yet Funded:	84,039,000

Thursday, August 4, 2022

Quay County/ICIP 16000

**QUAY COUNTY
FISCAL YEAR 2022-2023
RESOLUTION NO. 8**

**A RESOLUTION APPROVING DONATION OF LAND TO
TUCUMCARI PUBLIC SCHOOLS**

WHEREAS, a recent survey has shown that Quay County owns a portion of real property which is described as:

TRACT B of Summary Plat Tucumcari School District City of Tucumcari Section 22 Township 11 North, Range 30 East New Mexico Principal Meridian Quay County, New Mexico, July, 2022

WHEREAS, the City of Tucumcari plans to donate any portion of the above said parcel that they own to Tucumcari Public Schools; and,

WHEREAS, the subject real property is currently used as a baseball field and the Tucumcari Public Schools anticipates renovation of this property for continued use as a baseball field; and,

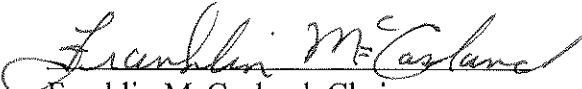
WHEREAS, the Quay County Commission wishes to donate the real property to Tucumcari Public Schools.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF QUAY COUNTY THAT Quay County Board of Commissioners approves the donation of any portion of that tract of land as described owned by Quay County to Tucumcari Public Schools for such purposes as may be approved by the Tucumcari Public Schools Board including, but not limited to, the renovation of existing baseball fields or for related purposes.

The Quay County Commission authorizes this donation subject to the New Mexico State Board of Finance approval and designates the Quay County Manager to make any changes to the donation agreement as may be required by the New Mexico State Board of Finance.

PASSED, APPROVED, and ADOPTED this 8th day of August, 2022.

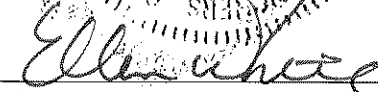
QUAY COUNTY COMMISSIONERS


Franklin McCasland, Chairman


Robert Lopez, Member


Jerri Rush, Member

Attest:


Ellen White, County Clerk

