



**QUAY COUNTY GOVERNMENT**

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

**AGENDA  
REGULAR SESSION  
QUAY COUNTY BOARD OF COMMISSIONERS  
SEPTEMBER 12, 2022**

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

Pledge of Allegiance

Approval of Minutes-Regular Session August 22, 2022

Approval/Amendment of Agenda

**Public Comment**

**Ongoing Business**

**New Business**

- I. **Connie Loveland, Tucumcari MainStreet (TMS)**
  - Presentation of Annual Report, Upcoming Events and Projects Updates
- II. **Vickie Gutierrez, Hospital Administrator, Dr. Dan C. Trigg Memorial Hospital**
  - Presentation of Dr. Dan C. Trigg Memorial Hospital Quarterly Report
  - Request Approval of 1<sup>st</sup> Quarterly Mill Levy and Gross Receipts Tax Payment
- III. **C. Renee Hayoz, Presbyterian Medical Services Administrator**
  - Presentation of Monthly RPHCA Reports
- IV. **Russell Shafer, Quay County Sheriff**
  - Presentation of Quay County Sheriff's Office Life Saving Award
- V. **Janie Hoffman, Quay County Assessor**
  - Request Approval of 2022 Property Tax Rates



DOC #CM-00542

09/26/2022 07:54 AM Doc Type: COCOM

Fee: (No FieldTag Finance.TotalFees found)

Quay County, NM

Ellen White - County Clerk, County Cle

Pages: 54



54

**VI. Larry Moore, Quay County Road Superintendent**

- Request Approval of **Resolution No. 10 Capital Appropriation Project and Agreement**
- Request Approval of **QR AZ Road Closure Application**
- **Road Update**

**VII. Daniel Zamora, Quay County Manager**

- Request Approval of **Ordinance No. 55 – Quay County Economic Development Plan**
- Request Approval of **Resolution No. 11 Land Donation**
- **Correspondence**

**VIII. Request Approval of Accounts Payable**

**IX. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**

**Adjourn**

*Lunch-Time and Location to be Announced*

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

**September 12, 2022**

**9:00 A.M.**

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 12th day of September, 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  
Robert Lopez, Member via zoom  
Jerri Rush, Member  
Veronica Marez, Chief Deputy Clerk  
Daniel Zamora, County Manager

## **OTHERS PRESENT:**

C Renee Hayoz, Presbyterian Medical Services Administrator  
Daniel Zamora, Quay County Manager  
Lucas Bugg, Quay County Fire Marshal  
Ron Warnick, Quay County Sun  
Janie Hoffman, Quay County Assessor  
Paul Lucero, Quay County Emergency Manager  
Larry Moore, Quay County Road Superintendent  
Richard Primrose, Quay County Consultant  
Vickie Gutierrez, Hospital Administrator, Dr Dan C Trigg Memorial Hospital  
Connie Loveland, Tucumcari MainStreet  
Russell Shafer, Quay County Sheriff  
Patrick Vanderpool, Tucumcari Economic Development Executive Director  
Clinton Harding, Quay County Lobbyist  
Dana Paul Leonard, Quay County GIS Coordinator  
Perfy Alderete, District Court Employee  
Lewis & Judy Jasper, Parents of Perfy Alderete  
Dennis Garcia, Quay County Deputy Sheriff  
Janck Garcia, Spouse of Dennis Garcia  
Rachel Dudley, Quay County Sheriff Administrator Assistant  
Alley Fryman, Quay County Sheriff Administrator Assistant  
Tim Haggartman, Regional Rep North Eastern Front Range  
Brian Fortner, Quay County Commission District 3 Candidate

Chairman McCasland called the meeting to order. Larry Moore led the Pledge of Allegiance.

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the minutes from the August 23, 2022 regular session as presented. MOTION carried with Lopez voting "aye" and McCasland voting "aye" and Rush voting "aye".

A MOTION was made by Jerri Rush to move Russell Shafer up to the top of agenda, SECONDED by Robert Lopez to approve the agenda with changes. MOTION carried with Lopez voting "aye" and McCasland voting "aye" and Rush voting "aye".

Public Comments: Patrick Vanderpool, Tucumcari Economic Development Executive Director informed Commissioners that at the next EDC Board Meeting they will be discussing LEDA funds and how they can be spent and other funding sources to help small businesses.

#### NEW BUSINESS:

Russell Shafer, Quay County Sheriff presented a lifesaving award to Dennis Garcia Quay County Deputy Sheriff. Garcia's quick response prevented a courthouse employee's death from a heart attack she suffered at work. Chairman McCasland thanked Dennis Garcia.

Connie Loveland, Tucumcari MainStreet Director, presented the annual impact report. A copy of report is attached to these minutes. Loveland also reported events that will be coming in September and October. Saturday, September 17, 2022, Vixen RV Convention, September 19<sup>th</sup>, Cross Country Chase, September 24<sup>th</sup>, Fired Up, October 29<sup>th</sup>, Spook-tacular Halloween Block party.

Vickie Gutierrez, Hospital Administrator, Dr Dan C. Trigg Memorial Hospital, presented the Dr Dan C. Trigg Memorial Hospital Quarterly Report. A copy of report is attached to these minutes. Gutierrez requested approval of 3rd Quarter of Hospital Fiscal Year Mill Levy and Gross Receipts Tax Payment. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the request. MOTION carried with Lopez voting "aye" and McCasland voting "aye" and Rush voting "aye".

Gutierrez informed Commissioners they have a new speech therapist Ashley McClelland.

Renee Hayoz, Presbyterian Medical Services Administrator, presented monthly RPHCA report. A copy of report is attached to these minutes. Hayoz reported they had 388 monthly encounters. Flu vaccines are in. Hayoz reported that the 3<sup>rd</sup> Covid-19 booster will be in later next week and can be given 2 months after last dose.

Janie Hoffman, Quay County Assessor requested approval of 2022 Property Tax Rates. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the request. MOTION carried with Lopez voting "aye" and McCasland voting "aye" and Rush voting "aye". A copy of Property Tax Rates is attached to these minutes.

Larry Moore, Quay County Road Superintendent requested the following items for approval:

1. Moore requested approval of Resolution No. 10, Capital Appropriation Project and Agreement. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the request. MOTION carried with Lopez voting "aye" and McCasland voting "aye" and Rush voting "aye". A copy of Resolution is attached to these minutes.
2. Moore requested Approval of Quay Road AZ closure application to start process. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the request. MOTION carried with Lopez voting "aye" and McCasland voting "aye" Rush voting "aye". A copy of application is attached to these minutes.

Larry Moore, Quay County Road Superintendent:

1. Blade report was presented.
2. Dessert Fox will start construction on Quay Road 63 & Quay Road AP September 19, 2022. Same crew is also working on Highway 54 this month.

3. Zamora and Moore met with Jeff Vigil, Rebecca Maes, John Herrera, & Gabriel Lucero for Federal Funding on Bridge 1042.

Daniel Zamora, Quay County Manager requested approval of Ordinance No. 55 Quay County Economic Development Plan. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Ordinance. MOTION carried with Lopez voting "aye" and McCasland voting "aye" Rush voting "aye". A copy of ordinance is attached to these minutes.

Zamora also requested approval of Resolution No. 11, donating land to City of Tucumcari. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the request. MOTION carried with Lopez voting "aye" and McCasland voting "aye" Rush voting "aye". A copy of Resolution is attached to these minutes.

Correspondence: Zamora informed Commissioners that Plateau moved data from old servers to new servers.

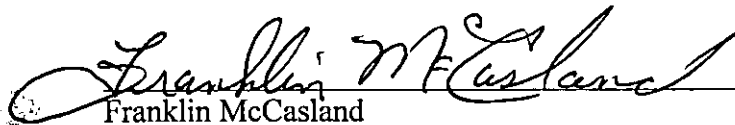
A MOTION was made by Jerri Rush SECONDED by Robert Lopez to approve the expenditures included in the Accounts Payable Report ending September 7, 2022. MOTION carried with Lopez voting "aye" and McCasland voting "aye" and Rush voting "aye".

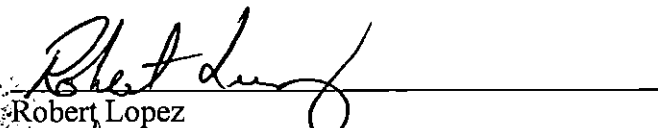
Other Quay County Business That May Arise during the Commission Meeting and/or comments from the Commissioners: NONE

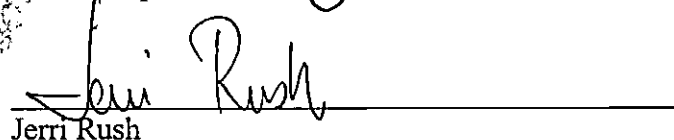
There being no further business, a MOTION was made by Jerri Rush SECONDED by Robert Lopez to adjourn. MOTION carried with Lopez voting "aye" and McCasland voting "aye" and Rush voting aye. Time noted 9:45 a.m.

Respectfully submitted by Veronica Marez, Chief Deputy Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

  
Franklin McCasland

  
Robert Lopez

  
Jerri Rush

ATTEST:

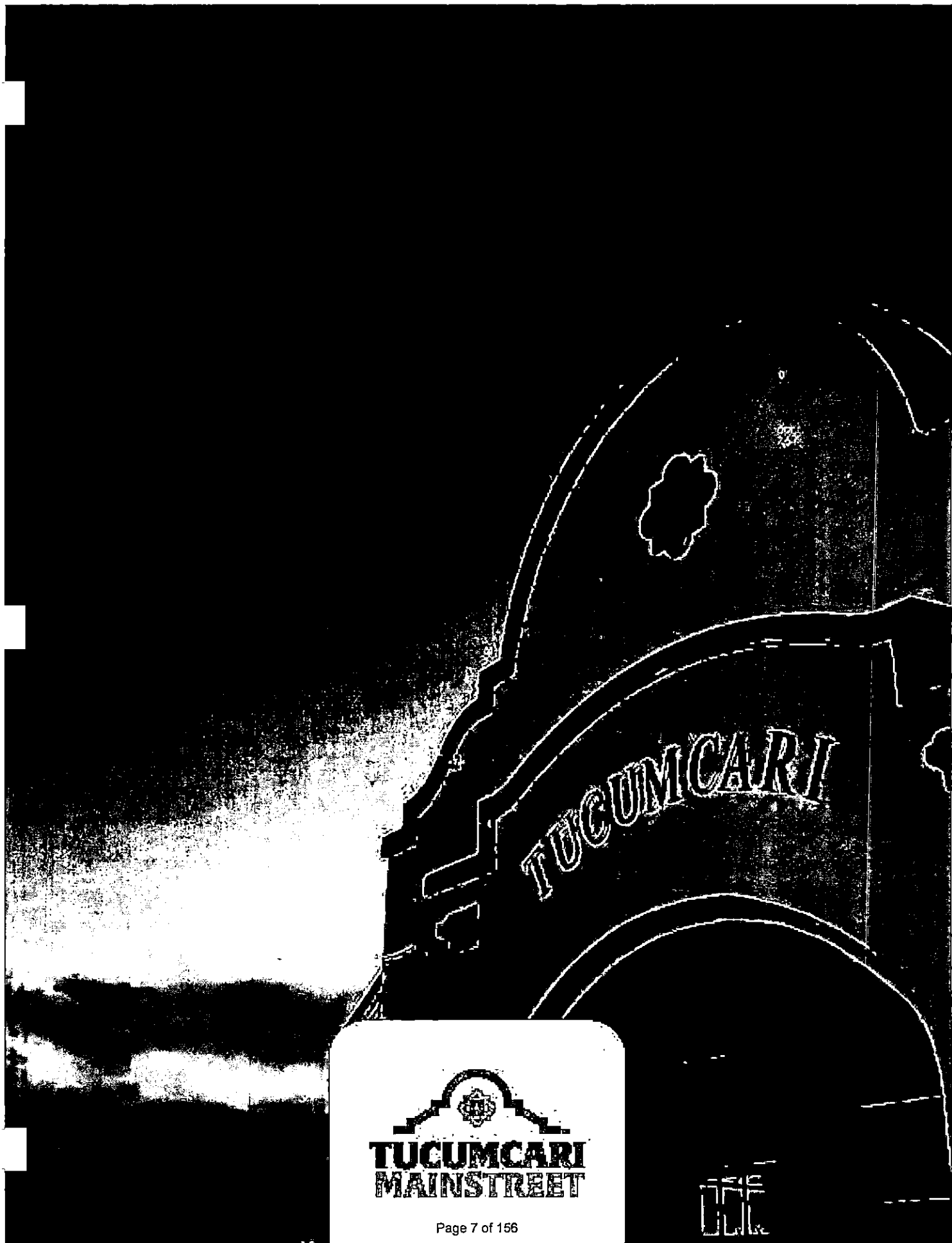
  
Veronica Marez, Chief Deputy Clerk



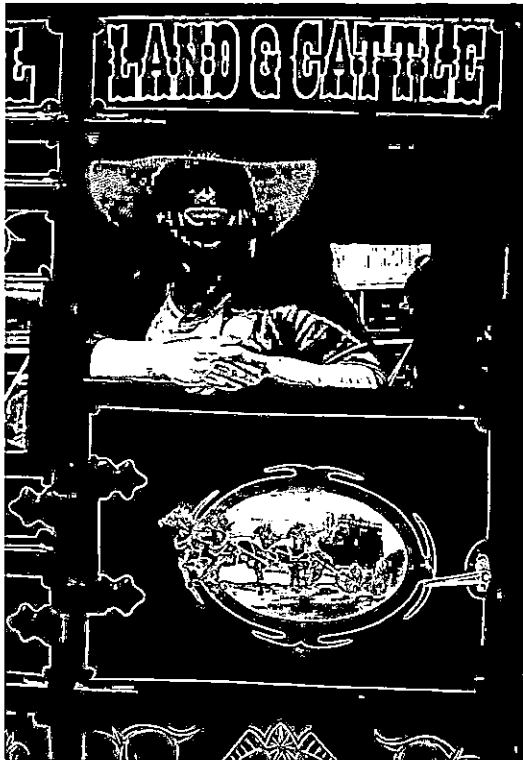
Better Together

FY2022 IMPACT REPORT





## MESSAGE FROM THE TUCUMCARI MAINSTREET EXECUTIVE DIRECTOR



Connie Loveland  
*Tucumcari MainStreet Executive Director*

Hello Friends! It is my pleasure to present the FY2022 Tucumcari MainStreet Impact Report! This report is a first for us, designed to inform our partners, the community, elected officials and other interested individual of our organizations activities, progress, challenges and accomplishments last year.

We are proud of what we have accomplished together. Tucumcari MainStreet has worked diligently to create a great place for business and fun in the downtown area with projects like the FORGE Business Accelerator program and Great Blocks on MainStreet Project. We look forward to positive economic and community development that will continue to move us forward. Thank you for taking the time to review this report. It is a privilege to serve this community and I look forward to what the next year holds!

*Connie Loveland*



The Tucumcari MainStreet Program, a community-driven nonprofit organization, is dedicated to the economic, physical, social and cultural revitalization of downtown Tucumcari, New Mexico.



# ECONOMIC TRANSFORMATION STRATEGIES



## Strategy 1

### **Foster Entrepreneurial and Creative Economy within the Tucumcari MainStreet District:**

Build on existing business, arts & cultural and infrastructure assets within the Tucumcari MainStreet District. Strive to strengthen and support entrepreneurial and creative endeavors with evaluation, planning, education and technical assistance

- Forge Business Accelerator Program
- Tucumcari Branding
- Microloan Program
- Very Merry Tucumcari

## Strategy 2

### **Create a thriving "destination downtown" Tucumcari MainStreet District:**

Develop and implement tools, strategies and techniques with local partners to transform downtown Tucumcari into a community asset for both residents and tourists. This includes great public places, streets and pedestrian areas where economic vitality is increased through revitalization resulting in great places to live, work and play.

- Great Blocks on Main Street
- Tucumcari Railroad Museum
- Fired Up!
- Tucumcari Talking Tour
- Website & Social Media development

## Strategy 3

### **Capacity Building Strategy:**

Identify activities and opportunities for building capacity to support local economic development, historic preservation and redevelopment efforts by developing local leadership and organizational capacity to implement projects that accelerate community appropriate economic growth and revitalization utilizing the MainStreet Four Point Approach

- Achieve National Accreditation
- Volunteer Development
- Fundraising Program Development

Remembering Tucumcari's past and building our future.

## AT A GLANCE · OUR 2021-2022 IMPACT



6,902

People  
Engaged



49

Businesses  
Served



20

Events  
Implemented



2

Design/Placemaking  
Projects Completed

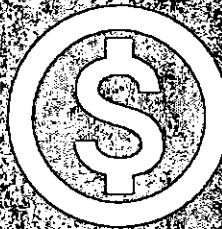
13

Net New Jobs Added

5

Net New Businesses Added

\$270,851  
Private Investment



4 Buildings  
Rehabilitated



\$68,106

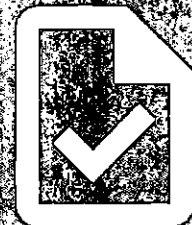
Public Investment



3 New  
Partnerships

\$436,000

Grants Received



2,493

Volunteer  
Hours

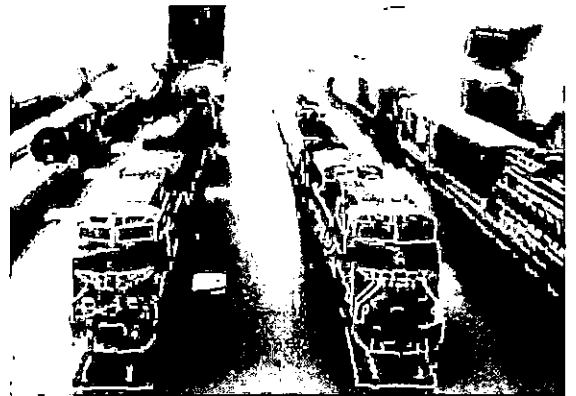
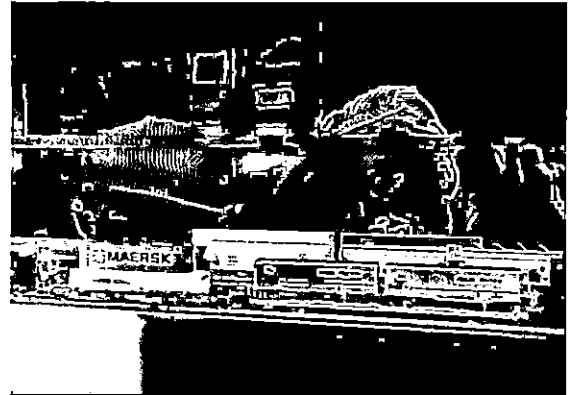
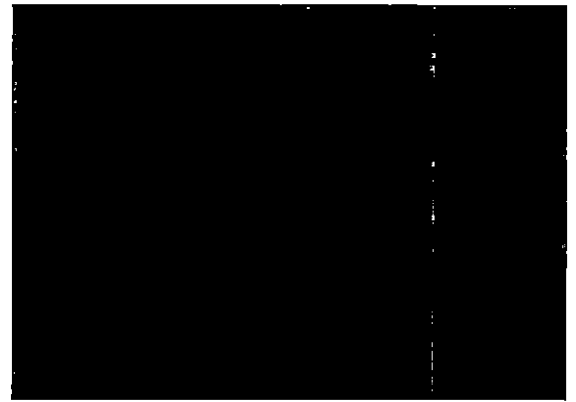
97

Volunteers



# Project Highlights

FY2022



## Tucumcari Railroad Museum

In 2021 Tucumcari Main Street took over operation of the Tucumcari Railroad Museum that is housed in a 1920's era railroad depot (where the Main Street office is also located). Volunteers and staff run the museum which is open to the public Tuesday through Saturday. The museum has been open under the auspices of Tucumcari Main Street for one year and has quadrupled both attendance numbers and income during that time.

This coming year the Railroad Committee has plans to expand an exhibit on the significance the town of Dawson, NM played with coal being shipped to Tucumcari in the early days of the 21st century. The museum will also be expanding its inventory of items for attendees to purchase as a keepsake of their visit in the small gift shop.

"[Tucumcari] Main Street has done a remarkable job in bringing life back into one of the most unique and beautiful buildings in Tucumcari, the Tucumcari Train Depot. It is returning to being a center of activity for the community."

— Frank Turner, founding Board Member of the Tucumcari Railroad Museum



## Tucumcari Forge

Tucumcari Forge is a tiered business accelerator program designed to position very early stage businesses or individuals interested in starting a business to benefit from the MainStreet Microloan program. The program invites participants to network with area resource partners, receive technical assistance as well as refine their business offerings, identify customer market and start their business. To date, eight individuals have completed the program with four individuals opening their businesses!



## Great Blocks on MainStreet

The Great Blocks on MainStreet project is part of an effort to revitalize the historic downtown district. The plan calls for many cosmetic improvements in the project areas along Second Street and Main Street, including trees and landscaping, pedestrian level lighting as well as new sidewalks, benches, bike racks and public art to encourage walking, socializing, shopping and gathering in the downtown area.

The Great Blocks on MainStreet project was recently awarded \$400,000 by New Mexico Mainstreet for completion of Phase 1 of the project.



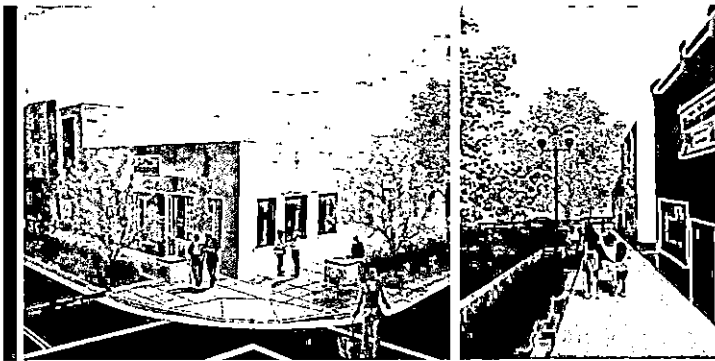
“With passion and vision Connie Loveland and her team at Tucumcari MainStreet are building a network of partners that promises to transform Tucumcari.”

— Jim Hinckley; Jim Hinckley's America

## LOOKING AHEAD



In the coming year, we look forward to continuing the operations of the Tucumcari Railroad Museum, Tucumcari Talking Tour and events such as Fired Up, Down At The Depot, Very Merry Tucumcari that work to bring people downtown! We are in the process of completing the property assessment and mixed use zoning overlay to present to the City of Tucumcari for review and approval. High on our priority list is the continuation of the Forge Business Accelerator Program. We have also begun looking into the design and implementation of wayfinding signage for the community.



### The Metropolitan Redevelopment Plan

In 2017, the City of Tucumcari in partnership with Tucumcari MainStreet adopted the Metropolitan Redevelopment Area Plan with the vision for Downtown Tucumcari as “a unique, thriving, business and cultural center which local residents and visitors alike consider a destination point for entertainment, shopping, and dining. It is the cornerstone of the community that creates a unique sense of identity and is the point of pride for the residents” The Economic Transformation Strategies adopted by Tucumcari MainStreet are derived from this plan.

“Tucumcari MainStreet has been a great partner for Quay County Health Council from providing committee meeting space to co-sponsoring events that encourage physical activity. The director, board members, and museum volunteers are always friendly and helpful.”

— Brenda Bishop Quay County Health Council Coordinator

### Future Projects

- **Completion of Phase 1 & 2 Great Blocks on Main Street**  
This infrastructure project is designed to make the district more pedestrian friendly with improved sidewalks, pedestrian level lighting and landscaping.
- **Community Wayfinding**  
planning work on this project will begin later this year with technical assistance from NM MainStreet
- **Forge Business Accelerator**  
Cohort 3 of our tiered business accelerator program is scheduled for August 2022
- **Sands Dorsey Park Development**  
Design work on this project will begin in late fall 2022 and will include public input, design assistance from NM MainStreet. Once plans are in place, we will begin looking for funding.
- **Legacy Business Project**  
Many of the businesses in the Tucumcari MainStreet have been in operation for forty plus years. This project will honor their contribution to downtown Tucumcari.

**Want to get invovled?**

Contact the Tucumcari MainStreet Executive Director at [tucmainstreetdirector@gmail.com](mailto:tucmainstreetdirector@gmail.com) or visit [tucumcarimainstreet.org](http://tucumcarimainstreet.org) for more information.

09/12/2022



## THANK YOU TO OUR PARTNERS

### Partner Spotlight: C.W. and Dee McMullen Foundation of Tucumcari

Tucumcari MainStreet has enjoyed a long relationship with the C.W. and Dee McMullen Foundation of Tucumcari. Since Tucumcari MainStreet began in 2007 the foundation has made yearly financial contributions that have made it possible to advance the work of the MainStreet including being a top tier sponsor of the annual Fired Up festival each year, partnering on a printmaking workshop with a local art organization and most recently donated \$1,000 to cover the cost of a dumpster painting project in the MainStreet District and \$10,000 for a neon restoration program.

#### Partners



#### Donors/Sponsors

- |                                   |                                 |                                      |
|-----------------------------------|---------------------------------|--------------------------------------|
| • 1st Assembly of God Church      | • Greater Tucumcari EDC         | • Phillip & Kathleen Box   Box Farms |
| • Annie & Shaun McCauley          | • Huffman Counseling & Wellness | • Quay Schools Federal Credit Union  |
| • Blanco Creek Boutique           | • Jackalope Coffee Haus         | • R. Kelly McFarland, CPA            |
| • Del's Restaurant                | • JDCE                          | • Roadrunner Lodge                   |
| • Desert Gypsy Beauty Bar         | • KTNM-KQAY Radio               | • State Farm Insurance               |
| • Desert Inn                      | • Louis Parmer                  | • Subway                             |
| • Dr. Marshall & Jane Whitmire    | • Love's Travel Stop            | • Tucumcari General Insurance        |
| • Everyone's Federal Credit Union | • Lowe's                        | • Wellborn Pharmacy                  |
| • First Title Services            | • Mesalands Community College   | • Young Insurance                    |
| • Frank Turner                    | • Mike Cherry                   | • Edward Burkhardt                   |
| • Glenda Reid                     | • New Mexico Bank & Trust       | • Charles Hunt                       |

## MEET OUR BOARD & STAFF

### Connie Loveland, Executive Director

#### **Cooper Glover** President

Cooper Glover is the current president and has been with TMS for eleven years.

#### **Mark Lake** Vice President

Mark Lake is the TMS vice-president and has been with the organization since 2008. Mark was a previous TMS Executive Director.

#### **Christopher Tapia** Treasurer

Christopher Tapia is the TMS Treasurer and has been active on the board for five years.

#### **Jessica Gonzales** Secretary

Jessica Gonzales serves as the TMS Secretary and has been active on the board for six years.

#### **Carole Keith** Board Member

Carole Keith is a long-time TMS Board member, serving thirteen years. Carole also serves on the Tucumcari Railroad Museum Committee.

#### **Amy Gutierrez** Board Member

Amy Gutierrez has been an active member of the MainStreet board for two years.

#### **David Gonzales** Board Member

David Gonzales has been an active member of the TMS Board for six years.

## Volunteer Acknowledgements

Volunteers are absolutely essential to our mission at Tucumcari MainStreet! We have an active and dedicated group of volunteers who are passionate about Downtown Tucumcari. Through the generous gift of time, **97 volunteers** gave the gift of **2,493 hours** of service to make our Main Street District a great place to be! We would like to take a moment to acknowledge three outstanding volunteers!

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Owner of Blanco Creek Boutique and The Jackalope Coffee Haus, **Annie McCauley** actively serves on the Tucumcari Railroad Museum committee, coordinates and performs the History Alive Walking Tours and regularly donates both time and dollars to Tucumcari MainStreet projects.

Local history lover, **Laura Love**, has invested herself in the Tucumcari MainStreet mission! Laura has volunteered over 150 hours in the past year researching Tucumcari's history both for the Tucumcari Railroad Museum as well as the History Alive Walking Tours. She is also helping with the complete redesign of the Tucumcari MainStreet Website.

Retired Tucumcari native, **Vic Baum** has volunteered over 300 hours this past year at the Tucumcari Railroad Museum. He provides a friendly welcome to guests visiting the museum as well as helping to keep the museum and grounds in tip top shape!



“Tucumcari MainStreet is an important part of our community from the Forge Business Accelerator Program, to the Railroad Museum and the fall event of Fired Up. MainStreet keeps the community involved with each other as well as supporting local vendors. As Mayor, I appreciate all of the involvement Connie Loveland and MainStreet put into promoting Tucumcari.”

—Mayor Ruth Ann Litchfield

**Tucumcari MainStreet**  
100 West Railroad Avenue  
PO Box 736 · Tucumcari, NM 88401  
575.461.3701

**Connect with Us!**

 @tucumcarimainstreet  
 @tucumcari\_mainstreet  
[tucumcarimainstreet.org](http://tucumcarimainstreet.org)  
[tucmainstreetdirector@gmail.com](mailto:tucmainstreetdirector@gmail.com)





# **PRESBYTERIAN**

## **Dr. Dan C. Trigg Memorial Hospital**

Report to Quay County Commission

September 2022

### **2022 Second Quarter**

- Inpatient admissions at 49 to July 31 – admitting observation, inpatient, respite care and swing bed patients
- Emergency Department visits are 2,280 to July 31 – including multiple traumas (MVAs & motorcycles), seizures, cardiac, head injuries and behavioral health patients.
- ED transfers to higher level of care facility: 313 or 11% of ED visits. Patients are transferred for multiple diagnosis' – primarily needing specialty care such as ICU, orthopedics, cardiology, or surgical services.
- Outpatient visits at 12,444

### **Charity Care**

- DCT provided \$678,000 in Charity care to July 31, 2022

### **General Updates**

- Annual Flu Shot clinics to be held in October. 15th in Tucumcari at Quay County Fair Grounds and 22<sup>nd</sup> at Logan Medical Clinic.
- Hospital has had success with RN recruitment and will be down to 1 nurse traveler by mid-September. Continue to utilize 2 radiology tech and 1 Ultrasound traveler. Those are extremely hard to fill positions within New Mexico. Actively working with Presbyterian recruitment team to focus on imaging.
- Physical Therapy welcoming speech therapist, Ashley McClelland, to their team. Ashley will be a vital part of the team in stroke recovery efforts for patients.

**Clinic/Program Name: Quay County Family Health Center**  
**Month Reported: August 2022**

**Monthly RPHCA Narrative Report**

*Please provide brief but detailed information for the following questions. Answer all questions or mark N/A. **Remember: This document is used by the State to monitor your performance under the terms of our contract.***

1. **Please describe any changes in the types of services provided during the month reported. Describe any discussions about adding new services. Please comment on any changes to the following areas of service:** No changes we are providing both Medical and SBIRT services. SBIRT is currently assisting Rio Rancho clinic during their provider shortage.
  
2. **Please describe any difficulties encountered in providing services during the month reported. What were the causes of the difficulties?** Several PTO days by Providers and holidays
  
3. **Were there any changes in the encounters ~~(+ or - 10%)~~ from the previous month reported? Please explain any causes for the changes.** Encounters for the month of August were 388 which is below the budgeted goal of 418. However this is the second highest yielding months we have had this year.
  
4. **Please describe any changes in the staffing pattern (regardless of the position or the change in FTE). Note: Please keep this information CURRENT. List only current vacancies or changes in FTE. For example, if you made a change in FTE that was previously reported, there is no need to keep reiterating it.**  
 CNP is requesting to go to parttime. We are advertising for a PT or FT Provider, a fulltime CMA and TOC CAR.
  
5. **Please describe recruitment efforts for any positions. Which positions? What actions have been taken? Note: This information should be for current vacancies, or for upcoming vacancies that you are aware of. If a position remains open, you should continue to report what is being done in recruitment until the position is filled.**  
 We currently are advertising for a MA and TOC CAR position. Provider applicant was interviewed and selected. She is currently undergoing the hiring process.
  
6. **Were there any changes to the hours? Explain.** No changes were made to schedule. Hours continue to be Monday -Friday from 7:00 AM to 5:30 PM.
  
7. **What efforts did you make to collaborate with local and statewide entities? (Examples: discussions with other agencies, formal & informal agreements, contact**

with DOH, Local partners. Community Stakeholders, etc.) Please describe any issues or problems you may have encountered with collaboration efforts. We continue to provide medical services to the inmates at the Quay Co Detention Center. Administrator is also on the Executive Board with the Quay Co Health Cl.

8. Please describe any methods for increasing clinic utilization that your program and staff are engaging in. We are providing COVID testing Monday – Friday and COVID Vaccinations every other Thursdays from 2-4 PM. COVID Home Test Kits are being given to patients upon checkout.
9. Please describe the outreach activities your program and staff provided to the community during the month reported. Health Council attendance by Admin and SBIRT.
10. Have you received any new funding? Are you aware of any new funding opportunities? Please describe any new initiatives or projects that have been implemented. No new funding has been received other then RPHCA funds.
11. **Please note the date of the last advisory board meeting AND THE AGENDA ITEMS DISCUSSED.** Note: You do not need to send a copy of your meeting minutes, but you do need to give a brief recap of what was discussed at the last meeting. This information should stay the same until your next meeting occurs. Were there any changes of board members? What is the date of the next meeting?

August 10, 2022

Introduction/Welcome

- Introduction of all members
- Discussion on 3<sup>rd</sup> quarter meeting in 2023 being moved to September.
- Community Feedback

PMS Board Meeting Update//

- Board Meeting will be held on 8/11/22

Regional Goals

- Continued development of BH services with Real Presence
- Vaccine Equity Update
- Dental Services in Tucumcari
- Board Member Engagement

Clinic Update

- Staffing
- Back 2 School Event for Children
- Monthly Encounters
- 20 Minute Template
- Influenza Vaccinations
- Training of QCDC Personnel upon Med Room readiness

Home Visiting

- Enrollment Numbers
- New Staffing
- Vacancy
- Community Gap with childcare programs and transportation to and from school to centers. Weekend and after 5:00 PM services.

**RPHCA Program**  
**Monthly Level of Operations Form**

revised 7/7/15

<b>Organization Name:</b> Presbyterian Medical Services		<b>Contract #</b>	23169
<b>Reporting Site:</b> Quay County Family Health Center		<b>Report Month/Year:</b>	08/01/22
<b>Action Plan Item</b>		<b>Actual Monthly Level</b>	
<b>Level of Operations</b>	Total Number of Primary Care Encounters		388
	By Provider Type:		
	Physician Encounters		388
	Midlevel Practitioner Encounters		
	Dentist Encounters		
	Dental Hygienist Encounters		
	Behavioral Health Encounters		
	All Other Licensed/Certified Provider Encounters		
	By Payment Source:		
	Sliding Fee Encounters - Medical/Behavioral Health		36
	Sliding Fee Encounters - Dental		
	Medicaid Encounters - Medical/Behavioral Health		137
	Medicaid Encounters - Dental		
	County Indigent Encounters		
	<b>Unduplicated Number of Users</b>	Total # of unduplicated users	
At or Below Poverty		111	
Between Poverty and 200% of Poverty		86	
Above 200% of Poverty		26	
<b>Staffing Level</b>	Administrative Staff	3	
		Clinical FTEs	Admin FTEs
	Physicians		
	Certified Nurse Practitioners	2	
	Physician Assistants		
	Certified Nurse Midwives		
	Dentists		
	Dental Hygienists		
	Behavioral Health Professionals	1	
	Community Health Workers		
<b>Prior Month's Primary Care Financial Information</b>	<b>Please enter the month being reported: June</b>		
	Total Primary Care Revenues - all sources		95,751
	Sliding Fee Revenues - Medical		4,845
	Sliding Fee Revenues - Dental		0
	Medicaid Revenues - Medical		27,009
	Medicaid Revenues - Dental		0
	County Indigent Fund Revenues		0
	Other 3 <sup>rd</sup> Party Revenues		16,844
	Medicare Revenues		3,407
	100% Self Pay (non-discounted/non-3 <sup>rd</sup> party) Patient Revenues		255
	Contracts/Grants Revenues (including RPHCA)		43,391
	Total Primary Care Expenditures		87,990
	Total Primary Care Charges		87,565
Sliding Fee Discounts - Medical		4,505	
Sliding Fee Discounts - Dental		0	
Prepared by: C Renee Hayoz		9/7/2022	

### RPHCA Monthly Staffing Pattern

Month: August

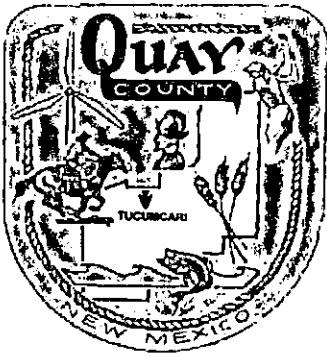
Site: QUAY COUNTY FAMILY HEALTH CENT

***If you are using a Locum provider, please include them in your monthly staffing with their actual FTE for the month***

[illegible]

## 2022 TAX RATES

S.D.#	RESIDENTIAL	NON-RESIDENTIAL	S.D. NAME
1.1	.026311	.030467	TUCUMCARI-IN
1.0	.022611	.022817	TUCUMCARI-OUT
19.1	.028884	.028836	HOUSE-IN
19.0	.022175	.022036	HOUSE-OUT
32.1	.029932	.029138	LOGAN-IN
32.0	.022490	.022458	LOGAN-OUT
34.1	.025811	.028459	SAN JON-IN
34.0	.020766	.020809	SAN JON-OUT
23/47	.022196	.022203	GRADY
33	.022490	.022458	NARA VISA
53	.019521	.019549	MELROSE
CATTLE		.01000	MESALANDS R .001817NR .003000
SHEEP & GOATS		.009151	ARCH HURLEY .004839
DAIRY CATTLE		.00500	UTE LAKE RANCH PID #2 .003 & .0108
EQUINE		.008608	



# QUAY COUNTY GOVERNMENT

**FISCAL YEAR 2022-2023**

## **RESOLUTION NO. 10**

**PARTICIPATION IN 2022-2023 DEPARTMENT OF TRANSPORTATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT, DFA ID G3155, CONTROL  
NO. C4223155**

**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 \$ 550,000.00 and,

a. New Mexico Department of Transportation's share shall be \$ 550,000.00

and

b. Quay County shall pay all costs, which exceed the total amount of \$ 550,000.00

**NOW, THEREFORE, BE IT RESOLVED**, in official session that Quay County determines, resolves, and orders as follows:

That the project for this Capital Appropriation Project Agreement is adopted and has priority standing.

The agreement terminates on June 30, 2026 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.

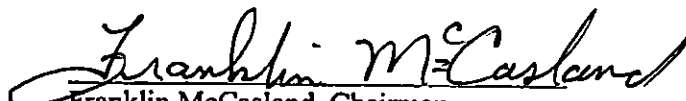
**NOW, THEREFORE, BE IT RESOLVED** by Quay County to enter into a Capital Appropriation Project, Control Number: C4223155 and DFA Appropriation ID G3155 with the New Mexico Department of Transportation for year 2022-2023 to

**SCOPE:** Plan, design, and construct road improvements in Quay County

**TERMINI:** Quay Road AP

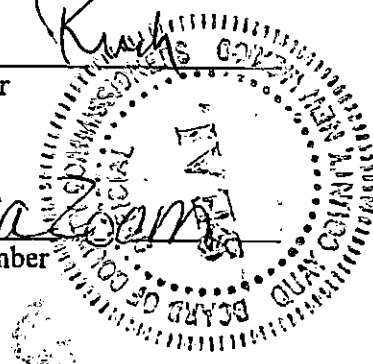


**DONE AND RESOLVED** this 12<sup>th</sup> day of September 2022.


  
Franklin McCasland, Chairman

  
Jerri Rush, Member

  
Robert Lopez, Member



Attest:

  
Veronica Manley - Chief Deputy Clerk  
Ellen White, Quay County Clerk

Contract Number: \_\_\_\_\_

Vendor Number: 0000054395

Control Number: C4223155

**STATE OF NEW MEXICO  
DEPARTMENT OF TRANSPORTATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and Quay County, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2022, SB212, Chapter 53, Section 36, Subsection 73, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID G3155 NMDOT Control Number C4223155 **\$550,000**

APPROPRIATION REVERSION DATE: 6/30/2026

Laws of 2022, Chapter 53, Section 36, Subsection 73, Five Hundred Fifty Thousand Dollars and No Cents (\$550,000), to plan, design and construct road improvements to Quay road AP in Quay county.

The Grantee's total reimbursements shall not exceed Five Hundred Fifty Thousand Dollars and No Cents \$550,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if

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<sup>1</sup> The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

applicable, Zero Dollars and No Cents (\$ 0.00), which equals Five Hundred Fifty Thousand Dollars and No Cents (\$550,000) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

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<sup>2</sup> "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: Quay County

Name: Larry Moore  
Title: Road Superintendent  
Address: P.O. Box 1246, Tucumcari, New Mexico 88401  
Email: Larry.Moore@QUAYCOUNTY-NM.GOV  
Telephone: 575-403-7735

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 4 Office  
Name: Samantha Sandoval  
Title: Local Government Road Fund Coordinator  
Address: P.O. Box 10, Las Vegas, NM 87710  
Email: Samantha.Sandoval2@state.nm.us  
Telephone: 505-398-6143

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2026 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date

particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

#### **ARTICLE V. EARLY TERMINATION**

##### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

##### **B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

##### **C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

#### **ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

#### **D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

### **ARTICLE VII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

### **ARTICLE VIII. REPORTS**

#### **A. Database Reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

#### **B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

#### **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in



Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
  - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
  - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
  - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
  - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
  - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
  - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
  - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
  - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the

subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

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 immunities and limitations of the New Mexico Tort Claims Act.

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Quay County may immediately terminate this Agreement by giving Contractor written notice of such termination. The Quay County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Quay County or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Quay County or the Department"

#### **ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the Quay County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Quay County only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

#### **XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

#### **ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the

requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

**GRANTEE**

  
Signature of Official with Authority to Bind Grantee

\_\_\_\_\_  
Entity Name

By: \_\_\_\_\_  
(Type or Print Name)

Its: \_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Date


**DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
By:

Its: Cabinet Secretary or Designee

\_\_\_\_\_  
Date

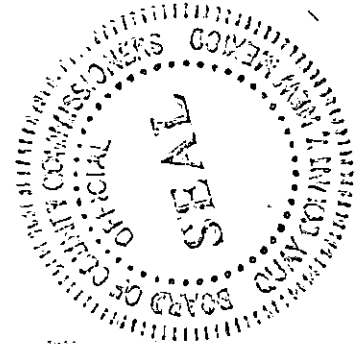
**REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE  
DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

DocuSigned by:  
  
\_\_\_\_\_  
By: Aaron Frankland

Its: Deputy General Counsel

8/22/2022

\_\_\_\_\_  
Date



<b>STATE OF NEW MEXICO</b> <b>CAPITAL GRANT PROJECT</b> <b>Request for Payment Form</b> <b>Exhibit 1</b>			
<b>I. Grantee Information</b> <small>(Make sure information is complete &amp; accurate)</small> A. Grantee: _____ B. Address: _____ <small>(Complete Mailing, including Suite, if applicable)</small> _____ <div style="display: flex; justify-content: space-between; width: 100%;"> <span>City</span> <span>State</span> <span>Zip</span> </div> C. Phone No: _____ D. Grant No: _____ E. Project Title: _____ F. Grant Expiration Date: _____		<b>II. Payment Computation</b> A. Payment Request No. _____ B. Grant Amount: _____ C. AIPP Amount <i>(If Applicable)</i> : _____ D. Funds Requested to Date: _____ E. Amount Requested this Payment: _____ F. Reversion Amount <i>(If Applicable)</i> : _____ G. Grant Balance: _____ H. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB <i>(attach wire if first draw)</i> I. <input type="checkbox"/> Final Request for Payment <i>(if Applicable)</i>	
<b>III. Fiscal Year :</b> _____ <small>(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)</small>			
<b>IV. <input type="checkbox"/> Reporting Certification:</b> I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones, and in compliance with Article V.II of the Capital Outlay Grant Agreement			
<b>V. <input type="checkbox"/> Compliance Certification:</b> Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts, and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.			
<b>Grantee Fiscal Officer</b> <b>or Fiscal Agent <i>(if applicable)</i></b>		<b>Grantee Representative</b>	
Printed Name _____ Date: _____		Printed Name _____ Date: _____	
<b>(State Agency Use Only)</b>			
Vendor Code: _____ Fund No.: _____ Loc No.: _____			
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
Division Fiscal Officer _____ Date _____		Division Project Manager _____ Date _____	

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

**Notice of Obligation to Reimburse Grantee [# 1]**

DATE: [\_\_\_\_\_]

TO: Department Representative: [\_\_\_\_\_]

FROM: Grantee: [\_\_\_\_\_]

Grantee Official Representative: [\_\_\_\_\_]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [\_\_\_\_\_]

Grant Termination Date: [\_\_\_\_\_]

As the designated representative of the Department for Grant Agreement number [\_\_\_\_\_] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [\_\_\_\_\_]

The Amount of this Notice of Obligation: [\_\_\_\_\_]

The Total Amount of all Previously Issued Notices of Obligation: [\_\_\_\_\_]

The Total Amount of all Notices of Obligation to Date: [\_\_\_\_\_]

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: [\_\_\_\_\_]

Title: [\_\_\_\_\_]

Signature: [\_\_\_\_\_]

Date: [\_\_\_\_\_]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.



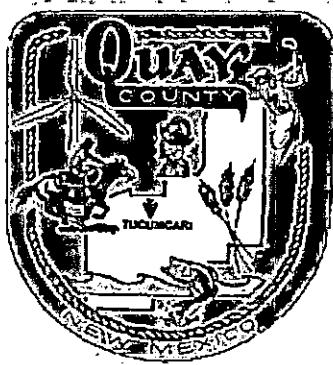
## NMDOT ATTACHEMNT A

### **The Quay County shall agree to comply with the following Provisions:**

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

### **The Quay County shall agree to comply with the following Lighting and Signal Provisions as applicable:**

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.
- 1.



## Quay County Government

1301 E. Center Street

P.O. Box 1246

Tucumcari, NM 88401

Phone (575) 461-3577

Fax (575) 461-6165

Email: larry.moore@quaycounty-nm.gov

### ROAD CLOSING APPLICATION

Name of Petition Representative	Date	Staff Use Only
T4 Cattle Co LLC	1 April 22	Application Number
Street Address:		City, State, Zip
5859 QRBK		Tucumcari, NM 88401
E-Mail Address:		Telephone Number:
parolip@hotmail.com		575 403 7553
Location of Existing Road or Easement:		Road or Easement Name:
NW 1/4 NW 1/4 Sec 6 10N29E		QRAZ
SW 1/4 Sec 21 11N29E		Blocks

Reason for Petition Request:

to control access to private lands

Phil Bidegain  
Signature of Petition Representative

PHIL BIDEGAIN  
Print Name

DATE/22	NAME	ROAD BLADED	BLOCKS	MILES	ADDITIONAL WORK TO ROAD/COMMENTS
8/1/22	LARRY	QUAY ROAD 40	2800-3000	2.00	FIXED WASHOUTS
	LARRY	QUAY ROAD AD	4000-4200	2.00	FIXED WASHOUTS
	LARRY	QUAY ROAD AE	4000-4100	1.00	FIXED WASHOUTS
	QUADE	QUAY ROAD AU	3000-3100	1.00	
	QUADE	QUAY ROAD 31	4600-4700	1.00	
	QUADE	QUAY ROAD AV	3000-3100	1.00	
	QUADE	QUAY ROAD AY	3000-3100	1.00	
	LOUIS	QUAY ROAD 64	1700-2100	4.00	
	LOUIS	QUAY ROAD O	5900-6400	5.00	
	LOUIS	QUAY ROAD 65	2000-2400		FIXED 2 WASHOUTS
	LOUIS	QUAY ROAD T	6400-6650		FIXED 6 WASHOUTS
	LOUIS	QUAY ROAD 66.5	2100-2200		FIXED 2 WASHOUTS
	LOUIS	QUAY ROAD U	6500-6650		FIXED 2 WASHOUTS
	LOUIS	QUAY ROAD Q	5900-6000		FIXED 3 WASHOUTS
	STAN	QUAY ROAD W	7730-7800	0.67	
	STAN	QUAY ROAD Y	7600-7800	2.00	
8/2/22	QUADE	QUAY ROAD AY	3100-3300	2.00	
	QUADE	QUAY ROAD 33	4900-5300	3.00	
	QUADE	QUAY ROAD BC.8	3300-3375	0.75	
	QUADE	QUAY ROAD BC	3300-3400	1.00	
	LOUIS	QUAY ROAD 66	0300-0500	2.00	
	LOUIS	QUAY ROAD C	6600-6750	1.54	
	LOUIS	QUAY ROAD J	6300-6600	3.00	
	LOUIS	QUAY ROAD 63	1000-1050	0.50	
	LOUIS	QUAY ROAD L	6600-6640	0.40	
	LOUIS	QUAY ROAD N	6600-6700	1.00	
	LOUIS	QUAY ROAD 67	1400-1500	1.00	
	STAN	QUAY ROAD K	8270-8550	2.80	
	LARRY	QUAY ROAD 40	3000-3200	2.00	
	LARRY	QUAY ROAD 40	2400-2700	3.00	
	LARRY	QUAY ROAD AF	4000-4100	1.00	
	LARRY	QUAY ROAD 41	3150-3200	0.50	
8/3/22	LARRY	QUAY ROAD 42	2100-2400	3.00	
	LARRY	QUAY ROAD V	4200-4400	2.00	
	LARRY	QUAY ROAD U	4200-4400	2.00	
	LOUIS	QUAY ROAD A	6300-6350	0.50	
	LOUIS	QUAY ROAD E	6900-7350	4.40	
	LOUIS	QUAY ROAD H	6600-6900	3.00	
	STAN	QUAY ROAD K	8550-8800	2.50	
	STAN	QUAY ROAD J	8200-8350	1.50	
	QUADE	QUAY ROAD BC	3400-3700	3.00	
	QUADE	QUAY ROAD AZ	2900-3300	4.00	
8/4/22	QUADE	QUAY ROAD 29	4900-5100	2.00	
	QUADE	QUAY ROAD 31	5000-5100	1.00	
	QUADE	QUAY ROAD AX	2900-3000	1.00	
	QUADE	QUAY ROAD 30	5000-5100	1.00	
	QUADE	QUAY ROAD 32	5000-5100	1.00	
	LARRY	QUAY ROAD AI	4000-4175	1.75	REBUILT ROAD
	LARRY	QUAY ROAD 40	3500-4000	1.00	
	LARRY	QUAY ROAD AJ	3900-4000	1.00	
	LARRY	QUAY ROAD AH	3900-4000	1.00	
8/8/22	LARRY	QUAY ROAD AE	4150-4400	2.50	
	LARRY	QUAY ROAD 41	2900-3000	1.00	
	LARRY	QUAY ROAD AB	3900-4100	2.00	
	DONALD	QUAY ROAD AZ.5	6246-6275	0.30	PULL DITCHES
	DONALD	QUAY ROAD AF.5	6400-6475	0.63	PULL DITCHES
	DONALD	QUAY ROAD 65	3200-3300	1.00	PULL DITCHES/FIXED WASHOUTS
	DONALD	QUAY ROAD 58	3300-3600	2.50	PULL DITCHES/WASHBOARD/HOLES
	LOUIS	QUAY ROAD E	6600-6900	3.00	
	LOUIS	QUAY ROAD 69	0500-0800	3.00	
	LOUIS	QUAY ROAD G	6900-7000	1.00	
	LOUIS	QUAY ROAD 70	0700-0800	1.00	
	LOUIS	QUAY ROAD H	6900-7000	1.00	
	QUADE	QUAY ROAD BE	3700-4125	4.25	

	QUADE	QUAY ROAD AX	3000-3100	1.00	
	STAN	QUAY ROAD K	5900-6100	2.50	
8/9/22	DONALD	QUAY ROAD AT	5760-6100	4.40	PULL DITCHES, FIXED WASHOUTS
	DONALD	QUAY ROAD AQ	6250-6300	0.50	PULL DITCHES, BLADE WASHBOARD
	DONALD	QUAY ROAD 62.5	4175-4200	0.25	PULL DITCHES, BLADE WASHBOARD
	LARRY	QUAY ROAD AD	3400-3900	5.00	2 MILES OF DITCH WORK/CLEANED BOTTOM OF SILT
	LOUIS	QUAY ROAD J	6600-7200	7.00	
	LOUIS	QUAY ROAD 72	1100-1400	3.00	
	QUADE	QUAY ROAD AV	3100-3200	1.00	
	QUADE	QUAY ROAD AW	3100-3225	1.25	
	QUADE	QUAY ROAD AX	3100-3500	4.00	
	QUADE	QUAY ROAD 35	4800-4900	1.00	
	STAN	QUAY ROAD 80.4	1600-1800	2.00	
	STAN	QUAY ROAD K	8650-8800	1.50	
8/10/22	QUADE	QUAY ROAD 31	4700-4900	2.00	
	QUADE	QUAY ROAD AW	3000-3100	1.00	
	QUADE	QUAY ROAD 31	4500-4600	1.00	
	QUADE	QUAY ROAD AT	3000-3100	1.00	
	LARRY	QUAY ROAD AI	3800-3900	1.00	
	LARRY	QUAY ROAD 35	3300-3400	1.00	
	LARRY	QUAY ROAD 37	3100-3300	2.00	
	LARRY	QUAY ROAD AF	3700-3900	2.00	
	LOUIS	QUAY ROAD I	6600-6650	1.37	
	LOUIS	QUAY ROAD K	6600-6650	0.50	
	LOUIS	QUAY ROAD N	6700-6800	1.00	
	LOUIS	QUAY ROAD 67.7	1350-1400	0.35	
	LOUIS	QUAY ROAD 67	0800-0900	1.00	
	LOUIS	QUAY ROAD P	6500-6850	3.50	
	LOUIS	QUAY ROAD 65	1500-1600	1.00	
	LOUIS	QUAY ROAD 67	1400-1500	1.00	
	STAN	QUAY ROAD 80.4	1800-1900	1.00	
	STAN	QUAY ROAD 82.4	1550-1770	1.35	
8/11/22	QUADE	QUAY ROAD 31	4300-4500	2.00	
	QUADE	QUAY ROAD AU	3100-3200	1.00	
	QUADE	QUAY ROAD 32	4500-4600	1.00	
	QUADE	QUAY ROAD AT	3100-3200	1.00	
	LOUIS	RT 66	1200-1470	3.70	
	LOUIS	QUAY ROAD M	5900-5950	0.50	
	STAN	QUAY ROAD 80.4	1400-1700	3.00	
8/15/2022	DONALD	QUAY ROAD 51	2800-2900	1.00	PULL DITCH/BLADE WASHBOARD
	DONALD	QUAY ROAD AC	5100-5200	1.50	PULL DITCH/BLADE WASHBOARD/FIX CREEK WASHOUT/REBUILD ROAD
	LOUIS	QUAY ROAD K	5900-6050	1.50	
	QUADE	QUAY ROAD 64	3600-3700	1.00	
	QUADE	QUAY ROAD 63.8	3600-3700	1.00	
	QUADE	QUAY ROAD AK.4	6350-6375	0.25	
	STAN	QUAY ROAD J	9600-9800	2.00	
	STAN	QUAY ROAD 101	0800-0950	1.50	
8/16/22	LOUIS	QUAY ROAD M	5800-5850	0.50	
	LOUIS	RT. 66	1100-1200	1.00	
	LOUIS	QUAY ROAD S	5700-5875	1.55	
	STAN	QUAY ROAD 101	0950-1300	3.50	
8/17/22	LARRY	QUAY ROAD 36	2900-3300	4.00	
	LARRY	QUAY ROAD AF	3400-3600	2.00	DITCH WORK
	DONALD	W. SIERRA AV	0400-1100	0.50	PULL DITCHES /FIX WASHOUT
	DONALD	W. LAJOYA	0420-0900	0.60	PULL DITCHES /FIX WASHOUT/WASHBOARD
	DONALD	QUAY ROAD 47	3900-4100	2.00	PULL DITCHES/FIX WASHOUT
	DONALD	QUAY ROAD AO	4600-4700	1.00	PULL DITCHES/FIX WASHOUT
	DONALD	QUAY ROAD 46	3900-4100	2.00	PULL DITCHES/FIX WASHOUT
	DONALD	SOUTH 8TH ST	3000-3100	0.15	PULL DITCHES/FIX WASHOUT
	DONALD	SOUTH 9TH ST	3000-3200	0.25	PULL DITCHES/FIX WASHOUT
	STAN	QUAY ROAD 101	1300-1500	2.00	

8/22/22	DONALD	QUAY ROA 61	2800-3100	3.00 PULL DITCHES BACK/FIX WASHOUT & WASHBOARD
	DONALD	QUAY ROAD AC	6100-6183	0.83 PULL DITCHES/FIX WASHBOARD
	DONALD	QUAY ROAD AO	6500-6675	1.75 PULL DITCHES/FIX WASHOUTS & RUTS
8/23/22	DONALD	QUAY ROAD BK	5200-5750	5.50 PULL DITCHES/FIX WASHBOARD,RUTS & HOLES
	LOUIS	QUAY ROAD O	6600-6700	1.00
	LOUIS	QUAY ROAD N	6650-6700	0.50 CALL IN ROAD
	LOUIS	QUAY ROAD 66	1800-1820	0.20
	LOUIS	QUAY ROAD 64	1500-1700	2.00
	LOUIS	RT 66	0900-1050	1.50
	LOUIS	QUAY ROAD T	6600-6650	FIXED 2 WASHOUTS
	LOUIS	QUAY ROAD U	6500-6600	FIXED 2 WASHOUTS
8/24/22	LOUIS	RT. 66	0500-1100	6.00
	LOUIS	QUAY ROAD F	5950-6050	1.00
	LOUIS	QUAY ROAD G	5900-6000	1.00
8/25/22	LOUIS	QUAY ROAD M	5400-5900	5.00
	LOUIS	RT 66	1300-1475	1.75
	LOUIS	QUAY ROAD M	5180-5200	1.00
	LOUIS	QUAY ROAD L	5100-5180	1.00
8/29/22	DONALD	QUAY ROAD 43	4200-4933	7.33 PULLED DITCHES
	DONALD	QUAY ROAD 45	4400-4545	1.45
	LOUIS	QUAY ROAD 51	0900-1200	3.00
	LOUIS	QUAY ROAD I	4860-5100	3.40
8/30/22	LOUIS	QUAY ROAD 53	0500-0600	1.00
	LOUIS	QUAY ROAD 49	0500-0910	4.60
	DONALD	QUAY ROAD 44	4200-4300	1.00 PULL DITCHES
	DONALD	QUAY ROAD 46	3900-4200	3.00 PULL DITCHES/FIX WASHOUTS AND RUTS
	DONALD	QUAY ROAD AN	4500-4600	1.00 PULL DITCHES/FIX WASHOUTS AND RUTS
	DONALD	QUAY ROAD 45	3800-3900	1.00 PULL DITCHES/FIX WASHOUTS
	DONALD	QUAY ROAD AM	4250-4500	3.08 PULL DITCHES/FIX WASHOUTS AND RUTS
	DONALD	QUAY ROAD AO	4600-4700	1.00 PULL DITCHES/FIX WASHOUTS AND RUTS
	DONALD	QUAY ROAD 47	4000-4100	1.00 PULL DITCHES/FIX WASHOUTS AND RUTS
8/31/22	DONALD	QUAY ROAD 47	4100-4200	1.00 PULL DITCHES/BLADE RUTS
	DONALD	QUAY ROAD 48	4200-4300	0.80 PULL DITCHES/BLADE WASHBOARD
	DONALD	QUAY ROAD AR	4800-4900	1.00 PULL DITCHES/FIX WASHOUTS AND WASHBOARD
	DONALD	QUAY ROAD 49	4300-4500	1.84 PULL DITCHES/FIX WASHOUTS AND WASHBOARD
	DONALD	QUAY ROAD 65.5	2700-2900	2.00 PULL DITCHES/FIX WASHOUTS AND RUTS

TOTAL 277.99

**QUAY COUNTY  
ORDINANCE NO. 55**

**AN ORDINANCE RELATING TO ECONOMIC DEVELOPMENT PLANNING.  
BE IT ORDAINED BY THE GOVERNING BODY OF THE QUAY COUNTY,  
NEW MEXICO;**

**Section 1. Quay County Economic Development Plan\***

Short title.

The ordinance codified in this section may be cited as the "economic development plan ordinance."

**Section 2. Authority.**

The economic development plan ordinance is enacted pursuant to the express statutory authority conferred upon municipalities to allow public support of economic development (NMSA, 1978, Section 5-10-1 through Section 5-10-17 (2021)). The ordinance codified in the section is adopted as part of the County's economic development plan.

**Section 3 Purpose.**

The purpose of this section is to allow public support of economic development projects to foster, promote and enhance local economic development efforts while continuing to protect against the unauthorized use of public money and other public resources. Further, the purpose of this section is to allow the County to enter into one or more joint powers agreements with other local governments to plan and support regional economic development projects.

**Section 4. Definitions.**

"Economic development project" means the provision of direct or indirect assistance to a qualifying business and includes the purchase, lease, grant, construction, reconstruction, improvement or other acquisition or conveyance of land, buildings, or other infrastructure; public works improvements essential to the location or expansion of a qualifying business; and payments for professional services contracts necessary for local or regional governments to implement a plan or project.

"Governing body" means the Quay Board of Commissioners.

"Project participation agreement" means an agreement between a qualifying entity and the County whereby the County provides assistance to an economic development project in exchange for the benefits received as set forth in this section.

"Qualifying entity" means an existing or proposed corporation, limited liability company, partnership, joint venture, syndicate, association or other person that is one or a combination of two or more of the following:

1. An industry for the manufacturing, processing or assembling of any agricultural or manufactured products;

2. A commercial enterprise for storing, warehousing, distributing or selling products of agriculture, mining or industry, but, other than provided in Paragraphs (5), (6), or (9) of this subsection, not including any enterprise for sale of goods or commodities at retail or for the distribution to the public of electricity, gas, water or telephone or other services commonly classified as public utilities;
3. A business, including a restaurant or lodging establishment, in which all or part of the activities of the business involves the supplying of services to the general public or to governmental agencies or to a specific industry or customer, but, other than provided in Paragraph (5) or (9) of this subsection, not including businesses primarily engaged in the sale of goods or commodities at retail;
4. An Indian nation, tribe or pueblo or a federally chartered tribal corporation;
5. A telecommunications sales enterprise that makes the majority of its sales to persons outside of New Mexico;
6. A facility for the direct sales by growers of agricultural products, commonly known as farmers' markets;
7. A business that is the developer of a metropolitan redevelopment project;
8. A cultural facility;
9. A retail business.

#### **Section 5. Economic Development Plan Generally.**

- 5.1 The governing body may assist economic development projects in any legally permissible manner including but not limited to provision of land, buildings, and infrastructure provided that all the requirements of this section are met. The County may provide land, buildings, or infrastructure it already owns, or it may build, purchase, or lease the facilities needed for an economic development project. The County at its discretion may bear the full cost or contribute a portion of the costs including the waiver of applicable fees. The County, at its discretion, may also contribute to the payment of costs for professional services contracts such as industry feasibility studies and planning and design services needed to implement a project.
- 5.2 The governing body may consider offering all forms of assistance allowed under this section and any other legally permissible forms of assistance; however, this does not establish any obligation on the County's part to offer any specific type or level of assistance.

#### **Section 6. Application Requirements.**

- 6.1 Any qualifying entity meeting the definition set forth in Section 4 of this section, may propose an economic development project to the County. Meeting the definition of a qualifying entity does not create any obligation on the part of the County.
- 6.2 Applications from qualifying entities shall be submitted to the economic development office on forms provided by the County.

- 6.3 Applications shall contain the following information for business applicants:
- A. Identification information:
    - 1) Complete name and address of entity;
    - 2) Incorporation papers with by-laws;
    - 3) List of board of directors and executive director, with addresses; and
    - 4) Resumes of all directors and officers.
  - B. Evidence of financial solvency (personal statements of principals):
    - 1) Financial statements (income statements and balance sheets) for the past three years;
    - 2) Federal tax number, New Mexico State Taxation and Revenue Number and County business license;
    - 3) Projected income statement for at least three years.
  - C. Evidence of organizational capacity:
    - 1) Brief history of the entity;
    - 2) Organizational chart of entity;
    - 3) Business plans for the entity and proposed project (shall include pro-forma cash flow analysis).
  - D. Evidence of ability to manage the project, such as, but not limited to:
    - 1) List and description of previously completed projects;
    - 2) Resumes of key staff involved with project.
  - E. Entity shall disclose the following information (if the answer is yes, entity shall attach a written explanation):
    - 1) Has the business or any of its officers ever been involved in a bankruptcy?
    - 2) Has the business or any of its officers ever defaulted obligations on which payments are not current?
    - 3) Does the entity have any loans or other financial obligations on which payments are not current?
      - a. Equity investment of qualifying entity;
      - b. Assistance being requested of the County (e.g. specific parcel of land, applicable fees etc.), with estimate of value; and,
      - c. Funding sources other than the County with letters of commitment of intent to fund.
- 6.4 Identification of the terms, conditions, location, scope and requirements to the economic development project.
- 6.5. Any other information required of the applicant by the County manager, his designated agent or assign, or the governing body.

## **Section 7. Application Review Process.**

- 7.1 The county manager, his designated agent or assign shall determine whether the entity and the proposed project qualify under this section.



- 7.2 The county manager, his designated agent or assign shall then coordinate with the qualifying entity to develop a project participation agreement as set forth in Section 10 of this section.
- 7.3 The county manager, his designated agent or assign shall consider the economic development project and the project participation agreement in accordance with the criteria set forth in Section 8 of this section. The county manager, his designated agent or assign shall recommend to the governing body that the proposal be adopted, conditionally adopted or not adopted.
- 7.4 The recommendation will be forwarded with the project participation agreement, and any other pertinent information to the governing body for final consideration at a public hearing.

### **Section 8. Application Review Criteria.**

- 8.1 Applications for economic development projects requesting economic assistance from the County that meet the policies and objectives of the County's community economic development plan shall receive priority. Examples include, but are not limited to:
- A. Manufacturing firms (including intellectual property such as computer software);
  - B. Projects which enhance the exporting capacity of companies and/or provide goods and services which currently have to be imported into the County
  - C. Private companies seeking to build, expand or relocate facilities;
  - D. Private companies which provide facilities or services which enhance the ability of County businesses to operate;
  - E. Organizations that assist business start-ups or bring small companies together to increase their competitive abilities. This must involve a tangible project, which will create jobs and promote an industry. Examples include, but are not limited to:
    - 1) Business incubators;
    - 2) Art incubator or coalitions (e.g. a performing arts coalition seeking to construct rehearsal or performance facilities);
    - 3) Public markets for farmers, gardeners, crafts, etc.; and,
    - 4) Organizations which foster economic development by promoting work force development efforts such as apprenticeships or other job training programs.
  - F. Projects in industry clusters listed above are particularly encouraged, but others are eligible to apply as well. The intention is to retain flexibility in the use of incentives; and
  - G. Qualifying entities with existing contracts or projects with the County when this plan is adopted may propose a restructuring of their project as an economic development project.
- 8.2 All applications for economic development projects requesting economic assistance from the County shall submit a cost-benefit analysis. Preparing the cost-benefit analysis shall be the responsibility of the applicant. The County retains the right to specify a format and methodology for the cost-benefit analysis. The source and rationale for any multiplier

effects shall be identified. The cost-benefit analysis shall show that the County will recoup the value of its donation within a period of ten years. The analysis shall address the following:

- A. The number and types of jobs to be created, both temporary construction jobs and permanent jobs (by New Mexico Department of Labor job category);
- B. Pay scales of jobs;
- C. Determination of which jobs are expected to be filled locally and which will be filled by transfers from other facilities or recruited from outside the Tucumcari area;
- D. Total payroll expected at start-up and after one year;
- E. Anticipated impact of project on local tax base; and
- F. Anticipated impact on local school system.

- 8.3 All applications for economic development projects requesting economic assistance from the County shall require the same review required of industrial revenue bond applications as set forth in Resolution No. 1995-83 as may be amended from time to time. This review shall focus on environmental and community impacts of the proposed project. Special attention shall be given to job training and career advancement programs and policies. Projects shall demonstrate a strong commitment to providing career opportunities for Tucumcari area residents. Cultural impacts of projects shall also be considered.
- 8.4 Any qualifying entity seeking assistance shall prepare and make available a job training and career development plan for their employees.
- 8.5 All applications for economic development projects requesting economic assistance from the County shall clearly demonstrate the benefits, which will accrue to the community as a result of the donation of public resources. The County has considerable flexibility in determining what is considered as adequate benefits. Benefits such as providing components or production capabilities, which enhance a targeted industry cluster, or addressing critical deficiencies in the regional economy may be recognized. The benefits claimed of any proposal will receive careful scrutiny. However, it is the intent of this section to be flexible in the evaluation of these benefits, and to recognize the qualitative as well as quantitative impact of a proposal.
- 8.6 All applicants for economic development projects requesting economic assistance from the County shall clearly demonstrate how the qualifying entity is making a substantive contribution. The contribution shall be of value and may be paid in money, in-kind services, jobs, expanded tax base, property or other thing or service of value for the expansion or improvement of the economy. The County retains flexibility in defining the "substantive contribution." The benefits identified in the previous paragraphs may be accepted as adequate contributions on their own, or a cash donation may be required. Assistance in providing affordable housing to its employees or the community at large may also qualify. Determination of what constitutes an acceptable contribution for a given project shall be at the discretion of the governing body.

## **Section 9. Public Safeguards.**

- 9.1 All economic development projects receiving assistance from the County shall be subject to an annual performance review conducted by or on behalf of the county. This review shall evaluate whether the project is attaining the goals and objectives set forth in the project participation agreement. This review shall be presented to the governing body for their consideration. The governing body at a public hearing may terminate assistance to the economic development project by passage of an ordinance, which terminates the agreement and specifies the dispositions of all assets and obligations of the project.
- 9.2 The County shall retain a security interest, which shall be specified in the project participation agreement. The type of security given shall depend upon the nature of the economic development project and assistance provided by the County. Types of security may include, but are not limited to:
- A. Letter of credit in the County's name;
  - B. Performance bond equal to the County's contribution;
  - C. Mortgage or lien on property or equipment;
  - D. Prorated reimbursement of donation if company reduces work force or leaves the community before the term agreed to; and
  - E. Other security agreeable to both parties.
- 9.3 Should a qualifying entity move, sell, lease or transfer a majority interest in the economic development project before the expiration of project participation agreement, the County retains the right to deny any and all assignments, sales, leases or transfers of any interests in the economic development project until adequate assurances are made that the transferee, assignee or lessee is a qualifying entity and that the terms of the agreement will be satisfied by the transferee, assignee or lessee. At its discretion, the County may choose to deny said assignment, lease or transfer or may negotiate a new agreement with the new operator, or the County may reclaim the facility and enter into an agreement with a new qualifying entity.
- 9.4 Any qualifying entity seeking assistance from public resources shall commit to operate in accordance with its project participation agreement for a minimum of ten years from the date the governing body passes the ordinance adopting the project participation agreement.

## **Section 10. Project Participation Agreement.**

- 10.1 The qualifying entity shall prepare with the County a project participation agreement. This agreement is the formal document, which states the contributions and obligation of all parties in the economic development project. The agreement must clearly state the following items:
- A. The economic development goals of the project;
  - B. The contributions of the County and the qualifying entity;
  - C. The specific measurable objectives upon which the performance review will be read;
  - D. A schedule for project development and goal attainment;
  - E. The security being offered for the County's investment;

- F. The procedures by which a project may be terminated, and the County's investment recovered; and
  - G. The time period for which the county shall retain an interest in the project.
- 10.2 Each project agreement shall have a "sunset" clause after which the county shall relinquish interest in and oversight of the project.
- 10.3 Each project participation agreement shall be adopted as an ordinance and adopted by the governing body at a public hearing.

#### **Section 11. Project Monies.**

All project monies shall be kept in separate account by the entity and the county, with such accounts clearly identified. These accounts shall be subject to an annual independent audit.

#### **Section 12. Termination.**

The governing body may terminate this section and the county's community economic development plan and any or all project participation agreements undertaken under its authority. Termination shall be by ordinance at a public hearing or in accordance with the terms of the project participation agreement. If an ordinance or a project participation agreement is terminated, all contract provisions of the project participation agreement regarding termination shall be satisfied. Upon termination of the ordinance or any project participation agreement, any county monies remaining in county project accounts shall be transferred to the county's general fund.

#### **Section 13. Joint Or Regional Projects.**

The county may engage in economic development projects involving one or more other governmental entities for projects that encompass more than one municipality or county. In such instances, the relevant governing bodies shall adopt a joint powers agreement. This agreement will establish the application criteria and the terms of all project participation agreements. Criteria established under a joint powers agreement shall be consistent with the provisions of this section.

#### **Section 14. Policies and Procedures.**

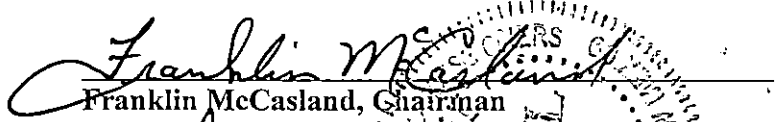
The economic development plan and such other forms policies and procedures as are deemed necessary by the county in order to implement this section are hereby adopted as a part of the county's economic development plan and are incorporated by reference.

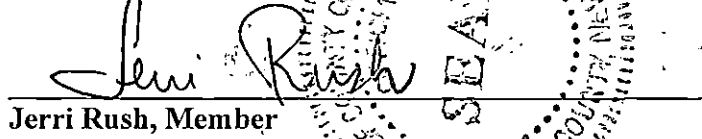
#### **Section 15. Invalidity.**

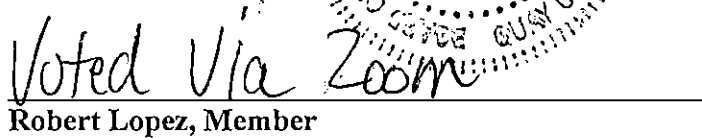
The provisions of this section are severable and the invalidity of any part of the ordinance codified in this section shall not affect the validity of the rest of the section.

ADOPTED BY THE GOVERNING BODY OF QUAY COUNTY THIS 12<sup>th</sup> DAY OF  
SEPTEMBER 2022.

BOARD OF QUAY COUNTY COMMISSIONERS

  
Franklin McCasland, Chairman

  
Jerri Rush, Member

  
Robert Lopez, Member

ATTEST:

  
Unance Manley, Chief Deputy Clerk

Ellen L. White, County Clerk

**QUAY COUNTY  
FISCAL YEAR 2022-2023  
RESOLUTION NO. 11**

**A RESOLUTION APPROVING DONATION OF LAND TO  
CITY OF TUCUMCARI**

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

TRACT A 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 subject real property is currently used as a parking area and the City of Tucumcari anticipates continued use as the Convention Center parking area; and,

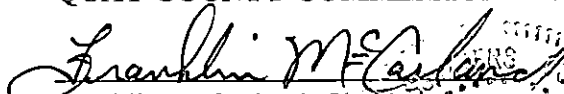
**WHEREAS**, the Quay County Commission wishes to donate the real property to City of Tucumcari.

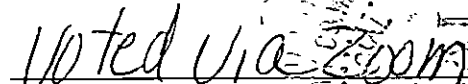
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF QUAY COUNTY THAT** Quay County Board of Commissioners approves the donation of any portion of the tract of land as described owned by Quay County to the City of Tucumcari for such purposes as may be approved by the City of Tucumcari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

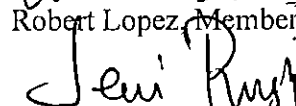
The Quay County Commission authorizes this donation subject to the New Mexico Department of Finance & Administration Local Government Division approval and designates the Quay County Manager to make any changes to the donation agreement as may be required by the New Mexico Department of Finance & Administration Local Government Division.

**PASSED, APPROVED, AND ADOPTED** this 12th day of September 2022.

**QUAY COUNTY COMMISSIONERS**

  
Franklin McCasland, Chairman

  
Robert Lopez, Member

  
Jerri Rush, Member

Attest:

  
Ellen White, County Clerk