



Quay County Government

300 South Third Street, Tucumcari, NM 88401

Post Office Box 1246

Phone: (575)461-2112 Fax: (575) 461-6208

AGENDA REGULAR SESSION QUAY COUNTY BOARD OF COMMISSIONERS February 24, 2025

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session February 10, 2025

Approval/Amendment of Agenda

Public Comment

New Business

- I. **Jerri Rush, Quay County Commission Chair**
 - Request Approval of **Resolution No. 41 Opposing NIETC**
 - Request Approval of **U.S. Department of Energy Letter**
- II. **Stephen Salas, Quay County Road Superintendent**
 - Request Approval of **2025-26 Proposed Cooperative Agreement Program (CAP)**
 - Request Approval of **2025-26 Proposed Cooperative Agreement Program (SP)**
 - Request Approval of **2025-26 Proposed Cooperative Agreement Program (SB)**
 - Request Approval of **Design Proposal for Bridge 1042 (RFP 24-02)**
 - Presentation of **Road Update**
- III. **Rico Marano, Quay County DWI Coordinator**
 - Request Approval of **FY26 Local DWI Program Distribution and Grant Funding Application**
- IV. **Angie Cogburn, Presbyterian Medical Services**
 - Presentation of **January RPHCA Report**
 - Request Approval of **January Invoice**
- V. **Robert Hockaday, Tucumcari/Quay County Film Liaison**
 - Request Approval of **Film Festival Contribution**
- VI. **Samantha Salas, Quay County Finance Director**
 - Request Approval of **Amendment to Resolution No. 29 Budgetary Increase to EMS Fund**
 - Request Approval of **Second Quarter LGBMS Report**
 - Request Approval of **Payment Approval Report**



DOC #CM-00596

03/10/2025 11:18 AM Doc Type: COCOM

Fee: (No FieldTag Finance.TotalFees found)

Quay County, NM Veronica Manley - County Clerk, County

Pages: 62



VII. Daniel Zamora, Quay County Manager

- Request Approval of **Resolution No. 42 EPCOG Participation**
- Request Approval of **Authorization for Addition Services (Stantec)**
- Presentation of **February GRT Report**
- Presentation of **Manager's Report**

VIII. Indigent Claims Board

- **Call Meeting to Order**
- Request Approval of **Indigent Minutes for January 27, 2025 Meeting**
- Request Approval of **Indigent Claims**
- **Adjourn**

IX. Adjourn

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

February 24, 2025

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 24th day February 2025 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:

Jerri Rush, Chairwoman
Brian Fortner, Commissioner
Dallas Dowell, Commissioner
Ellen L. White, Chief-Deputy County Clerk
Daniel Zamora, County Manager

OTHERS PRESENT:

Samantha Salas, Quay County Finance Director
Stephen Salas, Quay County Road Superintendent
Lucas Bugg, Quay County Fire Marshall
Dennis Garcia, Quay County Sheriff
Bill Kardokus, Quay County Emergency Manager
Theresa Lafferty, Quay County Treasurer
Dana Leonard, Quay County GIS
Rico Marano, Quay County DWI Coordinator
Jefferson Byrd, Quay County Assessor
Robert & Bobby Hockaday, Tucumcari Film Festival
Toni Wilson & Joanne Thompson, Tucumcari Tuesdays Group
Ron Warnick, Quay County Sun

Chairwoman Rush called the meeting to order followed by the Pledge of Allegiance.

A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve the February 10, 2025, regular session minutes. MOTION carried with all members voting "aye".

A MOTION was made by Brian Fortner. SECONDED by Dallas Dowell to approve the agenda. MOTION carried with all members voting "aye".

Public Comments: Ellen White, Chief Deputy County Clerk, informed those in attendance the Board of Registration will be meeting on Monday, March 3rd at 9:00 a.m. to conduct the 2025 Purge of Inactive Voters.

NEW BUSINESS:

Jerri Rush, Quay County Commission Chair, requested approval of the following items:

- Resolution No. 41 Opposing the National Interest Electric Transmission Corridors. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve Resolution No. 41. MOTION carried with all members voting “aye”. A copy is attached.
- Letter to U.S. Department of Energy requesting the project of the NIETC be halted. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve the letter and forward the same letter to the U.S. Attorney General, U.S. Department of Interior, U.S. Department of Defense, NM Land Commissioner, U.S. Department of Agriculture and Senator Josh Hawley. MOTION carried with all members voting “aye”. A copy is attached.

Stephen Salas, Quay County Road Superintendent requested approval of the following items and gave the road update:

- Proposed Cooperative Agreement Program (CAP) for 2025/2026 in the amount of \$322,667.20. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve the CAP Agreement. MOTION carried with all members voting “aye”. A copy is attached.
- Proposed Cooperative Agreement Program (SP) for 2025/2026 in the amount of \$126,132.78. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve the SP Agreement. MOTION carried with all members voting “aye”. A copy is attached.
- Proposed Cooperative Agreement Program (SB) for 2025/2026 in the amount of \$196,322.00. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve the SB Agreement. MOTION carried with all members voting “aye”. A copy is attached.
- Approval of Design Proposal for Bridge 1042 with JJK Group, Inc. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve the Bridge Design Proposal. MOTION carried with all members voting “aye”. A copy is attached.

UPDATE:

- Eight (8) miles on Quay Road M have been completed.
- Crews are moving to the House area and will be there for a few weeks. Many residents in that area have generously donated caliche and water for a variety of roads that need work.
- Skid Steer is down with a projected cost for repairs at \$52,000.00. A new one is \$91,000.00. The department will be looking into the next budget year for a solution.
- The Road Certification is due in March.

Rico Marano, Quay County DWI Coordinator requested approval of the FY 26 Local DWI Program Distribution Grant Funding Application along with supporting Resolution No. 36. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve. MOTION carried with all members voting “aye”. A copy is attached.

In the absence of Angie Cogburn, PMS Medical Services Director, Manager Zamora presented the monthly RPHCA Report and the invoice for January in the amount of \$8,185.00. The Report was

accepted, and A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to pay the invoice. MOTION carried with all members voting "aye". Copies are attached.

Robert Hockaday, Tucumcari/Quay County Film Liaison, requested approval to support the upcoming Film Festival with a \$500 contribution from the County. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve the contribution as requested. MOTION carried with all members voting "aye".

Samantha Salas, Quay County Finance Director, requested approval of the following items:

- Approval of Amended Resolution No. 29; EMS Fund Grant for District 1 EMS and Forrest EMS for additional funding. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve Resolution No. 29. MOTION carried with all members voting "aye". A copy is attached.
- Approval of the LGBMS Report to the State. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve the Report as submitted. MOTION carried with all members voting "aye". A copy is attached.
- Approval of the Payment Approval Report for the time-period ending February 21, 2025. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve. MOTION carried with all members voting "aye".

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

- Resolution No. 42 and Agreement approving Participation in the Programs of the Eastern Plains Council of Governments for the fiscal year 2024/2025. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve. MOTION carried with all members voting "aye". A copy is attached.
- Approval of Stantec Change Order for Engineering Services for the Hospital Project. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve. MOTION carried with all members voting "aye". A copy is attached.

Zamora had the following Manager's Report:

- Presented the monthly Gross Receipts Tax Report for informational purposes.
- Quay County participated in an auction last weekend and sold everything they placed for sale.
- The DWI Affiliate is watching and supporting HB 417. The 911 Affiliate is watching and supporting SB137. Both Bills would create additional revenue for those Departments.

Angie Cogburn, Regional Director for PMS and Stephanie Newcomb, Tucumcari PMS Director joined the meeting. Time noted 9:30 a.m. Cogburn presented the numbers from the RPHCA Encounters and gave a brief overview of the status of the staff. Cogburn spoke about the continued efforts to get an additional dental provider in Quay County.

Chairwoman, Rush called the Indigent Claims Board to order. Time noted 9:35 a.m.

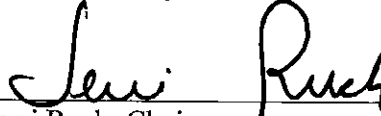
--- INDIGENT CLAIMS ---

The Indigent Claims Board meeting adjourned, and the meeting was returned to Regular Session. Time noted 9:40 a.m.

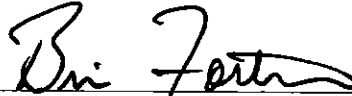
There being no further business, a MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to adjourn. MOTION carried with Rush voting "aye", Fortner voting "aye" and Dowell voting "aye". Time noted 9:45 a.m.

Respectfully submitted by Ellen White.

BOARD OF QUAY COUNTY COMMISSIONERS



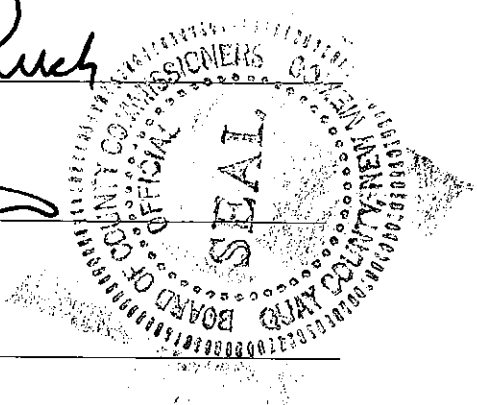
Jerri Rush, Chairwoman



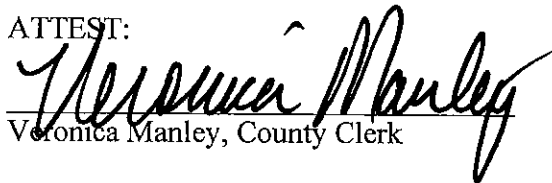
Brian Fortner, Member



Dallas Dowell, Member



ATTEST:



Veronica Manley, County Clerk



Quay County Government

300 South Third Street, Tucumcari, NM 88401

Post Office Box 1246

Phone: (575)461-2112 Fax: (575) 461-6208

RESOLUTION NO. 41

RESOLUTION OPPOSING THE NATIONAL INTEREST ELECTRIC TRANSMISSION CORRIDORS

WHEREAS, the Biden administration set a national goal that America would transition to 100% renewable electrical sources by 2035, which would require major upgrades to our electrical transmission system capacity; and

WHEREAS, this goal is based on an administrative decision to sign the Paris Accord, an international agreement that was never ratified by the United States Senate, and certainly does not reflect the views of a majority of people in Quay County; and

WHEREAS, this initiative to transition to a fully renewable energy grid was adopted with no public process, and without congressional approval, even though this exponential growth would create an electric grid unable to handle the increased load requirements; ultimately requiring substantially higher costs for consumers, but big gains for “green” energy brokers; and

WHEREAS, to address the increased load requirements that this, poorly conceived, transition would cause, the government has empowered the Department of Energy to create National Interest Electric Transition Corridors to interconnect the new solar and wind generation facilities that will be needed to accomplish this task; to be built largely in areas with cheap land and low taxes; and

WHEREAS, in our State, these National Interest Electric Transmission Corridors vary from five to fifteen miles in width, and will require approximately 1,841,000 acres to be taken from eight New Mexico counties, using the federal power of eminent domain; and

WHEREAS, there is no precedent for such widespread use of eminent domain by federal agencies, which federal courts and decades of practice demonstrate to traditionally be the province of state and local governments; there is no justification for a federal agency to assert such powers, especially before state and local governments have been asked to participate in this important process; and

WHEREAS, the Supreme Court has established precedents that federal agencies, such as the Department of Energy, cannot presume the fundamental authority to force regulatory changes in the American economy without clear authority from Congress; and

WHEREAS, the Supreme Court has ruled in this manner on a wide array of cases, most recently, *West Virginia v. EPA* (2022), in which the Court ruled that only Congress has the authority to require a complete shift in energy sources for electric generation which is the intent of the National Interest Electric Transmission Corridors; and

WHEREAS, the court found that regulatory agencies attempting” to adopt a regulatory program that Congress had conspicuously and repeatedly declined to enact itself” would create “unprecedented power over American industry” and that an agency would require “clear Congressional authorization” to require such a change; and

WHEREAS, the current plan to build new and massive wind and solar facilities, and to use eminent domain powers to build National Interest Electric Transmission Corridors to transport that power to the grid, is simply an attempt to circumvent Congress and the Laws of the Land, fundamentally changing the U. S. economy without regard to the system of checks and balances which assure the American people are represented; and

WHEREAS, removing large swaths of land, both public and private from our New Mexico counties will have a devastating effect on our already strained resources and impede our ability to provide infrastructure such as roads, schools, hospitals, law enforcement, and other emergency services by the loss of our tax base; and

WHEREAS, the health, safety, welfare, economic condition, and culture of the state of New Mexico, its businesses, and its citizens depend on these lands and productive use of the resources within our Counties; and

WHEREAS, many of Quay County’s businesses and citizens are involved in, or otherwise, depend on industries that utilize private lands and their resources, including, but not limited to, agricultural crop production, livestock grazing, industry, manufacturing, oil and gas exploration and production, electrical generation, hunting, fishing, and other outdoor recreation; and

WHEREAS, these industries are important components of Quay County and the State of New Mexico economies and are major contributors to the economic and social wellbeing of the county and its citizens; and

WHEREAS, the Department of Energy failed to provide adequate assessment of the potential impacts of the proposed National Interest Electric Transmission Corridors or to even seek to include Quay County in any of the planning processes through coordination with local governments; and

WHEREAS, the National Environmental protection Act of 1970 (NEPA), and a long-standing body of other laws and traditions require federal agencies undertaking major actions with environmental consequences to consult, cooperate, and coordinate their actions with state and local governments; and

WHEREAS, if the ability to transmit power from the places where it is generated, to the places where it is to be utilized was the need; wouldn't the utility easement system that has been utilized for more than the last century continue to fulfill that requirement without the need for condemnation of lands with huge swaths being taken from beneficial use; and

WHEREAS, if the goal was to provide efficient energy to the areas that need electrical power, then wouldn't the power transmission developments be built near the end users to avoid transmission losses of massive amounts of energy thereby negating the "green" component; and

WHEREAS, once again, it appears that the federal government is being disingenuous and covering up their true intent to control our Nations lands, waters, and other resources, subsidizing "green" energy, impeding the oil and gas industry, while fulfilling the 30x30 land grab objectives.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Quay County, New Mexico opposes the construction of the National Interest Electric Transmission Corridors for the following reasons:

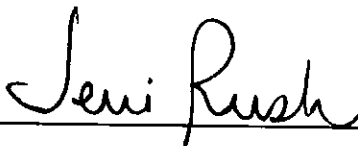
1. Quay County finds the creation of the National Interest Electric Transmission Corridors is in conflict with Quay County's policies and objectives as described in the Quay County Comprehensive Plan, and it will result in substantial loss of private property, beneficial use of lands for agriculture and industry, and permanently harm our economic security.
2. Quay County finds that the Department of Energy failed to provide notice and coordinate the Southwestern Grid Connector Corridor with the County.
3. Quay County believes that only Congress has the authority to acquire lands on this scale and is certainly the only entity who can fund the acquisitions.
4. Quay County perceives this as nothing more than another attempted federal agency overreach to fulfill the goals of the 30x30 land grab which was re-branded as "America the Beautiful".

NOW THEREFORE, BE IT FURTHER RESOLVED, Quay County directs all County agencies and departments to withhold all approvals, permits, funding or other permissions that may be required for the Department of Energy to acquire or manage fee-title lands, or an interest in lands such as a utility easement, or Right- of-Way within the County until such time as the National Interest Electric Transmission Corridors have been coordinated with the County to the satisfaction of the County.

DONE THIS 24th day of February 2025 at Tucumcari, Quay County, New Mexico

BOARD OF QUAY COUNTY COMMISSIONERS

Jerri Rush, Chairman

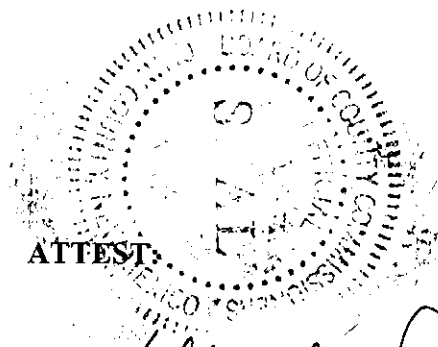


Brian Fortner, Commissioner

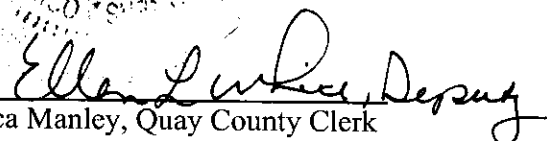


Dallas Dowell, Commissioner





ATTEST


Veronica Manley, Quay County Clerk



Quay County Government

300 South Third Street, Tucumcari, NM 88401

Post Office Box 1246

Phone: (575)461-2112 Fax: (575) 461-6208

Honorable Secretary Chris Wright

U.S. Department of Energy

1000 Independence Avenue, SW

Washington, DC 20585

February 24th, 2025

We have become aware that the Department of Energy is attempting to claim over 500,000 acres of Quay County for the National Interest Electrical Transmission Corridor (NIETC). It is stated that these five- to 15-mile-wide corridors are necessary for energy companies to access energy sources and transmission lines however a typical easement for transmission lines are only 200 feet. Quay County opposes the implementation of the NIETC because we have been a pioneer in the field of renewable energy. We are not opposed to transmission lines. One of the first wind farms in the country was built in Quay County in 2002. We currently have three wind farms and a solar farm. Tucumcari, NM, is home to Mesalands Community College, which hosts a training program for people to learn to build and service wind generators and solar farms.

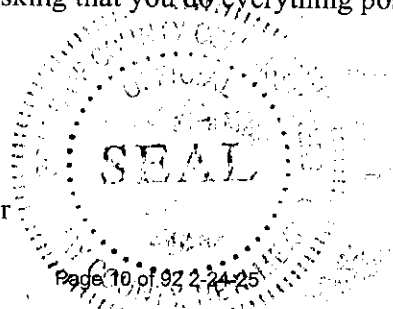
Given our county's history of renewable energy production, our landowners have successfully worked with power companies and transmission companies within existing frameworks. Therefore, we strongly oppose the US government taking actions to bypass the legal and obviously successful mechanisms that are in place to build and service the wind generators and the transmission infrastructure.

The Department of Energy has not acted in an open and transparent style. The DOE has pushed the NIETC through the levels of government without making their plans common knowledge. For example, NONE of the 150 Quay County families that will be directly impacted by this action were notified of the pending NIETC taking. Phase 3 of 4 of the NIETC had already been enacted before this action came to light to the general constituency, and then, only because of a very persistent landowner.

The 150 families whose farms, ranches and homes are in the direct path of the NIETC have had no warning or notification that their homes and livelihoods are in jeopardy of having the freedom to make choices for their private land revoked. It appears that the US government is teaming up with energy companies to simply take whatever they want without due process to the people who have lived and worked on this land for generations.

As the Quay County Commission, we are asking that you do everything possible to HALT any further action of the NIETC.

Jerri Rush, Quay County Commission Chair





QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

February 24th, 2025

Mr. John Herrera
Ms. Monica Duran
New Mexico Department of Transportation
PO Box 10
Las Vegas, NM, 87701

Dear Mr. Herrera and Ms. Duran,

Quay County is requesting participation in the **2025/2026 NMDOT Local Government Road Fund Program**.

At this time, Quay County is requesting **\$322,667.20** for roadway improvements. If granted the requested amount Quay County has designated **Quay Road 64.5 (Blocks 3750-3850) 1.50 miles; Quay Road 67 (Blocks 4150-4250) 1 mile; Quay Road AP.5 (Blocks 6600-6730) 1.30 miles; Quay Road AM (Blocks 6300-6360) .60 miles; Quay Road AL (Blocks 6214-6300) .80 miles; Quay Road AO (Blocks 6475-6650) 1.80 miles; Quay Road Z (Blocks 7700-7800) 1 mile** as a priority for roadway improvements.

Enclosed is the estimated summary cost, proposed scope of work, and a map for your review. If you have any questions or concerns you may contact Stephen Salas at 575-815-9945.

Sincerely,

Daniel Zamora
Quay County Manager

Enc.



New Mexico DEPARTMENT OF
TRANSPORTATION
MORILITY FOR EVERYONE

January 1, 2025

Mr. Stephen Salas, Road Superintendent
Quay County
P.O. Box 1246
Tucumcari, NM 88401

**RE: Proposed 2025/2026 Local Government Road Fund Program
County Arterial Cooperative Agreement Program (CAP)**

Dear Mr. Salas.:

In order to plan the distribution of funding to the various entities for the 2025-2026 Fiscal Year Cooperative Agreement program, we are requesting that you advise this office as to your intentions for participation in the program. The information requested should be submitted no later than **March 14, 2025**. Please return page two of this letter to inform us of your intentions to participate in the program, an estimated cost summary that supports your requested amount, and letter of intent from your local governing body assuring that the proposed matching funds are available for participation on proposed project.

If you have any questions or require further assistance, please contact my office at (505) 617-1020.

Sincerely,

John A. Herrera
LGRF Project Manager

xc: LGRF Files

**Michelle Lujan
Grisham**
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Chandelle Sisneros
Commissioner
District 1

Gary Fonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner, Vice Chairman
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Quay County

2025-26 Proposed Cooperative Agreement Program (CAP)

January 2025

- **No, we do not wish to request participation in the 2025-26 Cooperative Agreement Program**
- ✗ **Yes, we do wish to participate in the 2025-26 Cooperative Agreement Program in the proposed amount of \$ 322,667.20. Attached please find the requested information.**

Requested information is as follows:

- A. The location of the proposed project, including a map detailing the Street or parking areas, certification that it is a municipal street or school parking area(s).
- B. Scope of the proposed work including estimated quantities and funding amounts.
- C. The justification that the proposed project is necessary for the public's good and convenience.
- D. Source of matching funds including letter of intent from your local governing body assuring that the proposed matching funds are available for participation on proposed project.

As in the past, it is anticipated that the funding will be limited thus making it imperative that you comply with the above requested information. The District will utilize all information to determine priorities. Submittals after the deadline may result in exclusion from the program.

It is imperative that you supply information on the type of work you intend to undertake with the funding in order to avoid delays in the finalization of the paperwork.



QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

February 24th, 2025

Mr. John Herrera
Ms. Monica Duran
New Mexico Department of Transportation
PO Box 10
Las Vegas, NM, 87701

Dear Mr. Herrera and Ms. Duran,

Quay County is requesting participation in the 2025/2026 NMDOT Local Government Road Fund Program.

At this time, Quay County is requesting \$126,132.78 for roadway improvements. If granted the requested amount Quay County has designated Quay Road 62.9 (Blocks 4150-4312) 1.7 miles; Quay Road AK (Blocks 6300-6380) .80 miles as a priority for roadway improvements.

Enclosed is the estimated summary cost, proposed scope of work, and a map for your review. If you have any questions or concerns you may contact Stephen Salas at 575-815-9945.

Sincerely,

Daniel Zamora
Quay County Manager

Enc.



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

January 1, 2025

Mr. Stephen Salas, Road Superintendent
Quay County
P.O. Box 1266
Tucumcari, NM 88401

**RE: Proposed 2025/2026 Local Government Road Fund Program
Cooperative Agreement Program (SP)**

Dear Mr. Salas:

In order to plan the distribution of funding to the various entities for the 2025-2026 Fiscal Year Cooperative Agreement program, we are requesting that you advise this office as to your intentions for participation in the program. The information requested should be submitted no later than **March 14, 2025**. Please return page two of this letter to inform us of your intentions to participate in the program, an estimated cost summary that supports your requested amount, and letter of intent from your local governing body assuring that the proposed matching funds are available for participation on proposed project.

If you have any questions or require further assistance, please contact my office at (505) 617-1020.

Sincerely,

John A. Herrera
LGRF Project Manager

xc: LGRF Files

**Michelle Lujan
Grisham**
Governor

Ricky Serna
Cabinet Secretary

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Commissioner
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Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner, Vice Chairman
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

District Four

P.O. Box 10

Las Vegas, NM 87701

Quay County
2025-26 Proposed Cooperative Agreement Program (SP)
January 2025

- **No, we do not wish to request participation in the 2025-26 Cooperative Agreement Program**
- ✕ **Yes, we do wish to participate in the 2025-26 Cooperative Agreement Program in the proposed amount of \$ 126,132.78. Attached please find the requested information.**

Requested information is as follows:

- A. The location of the proposed project, including a map detailing the Street or parking areas, certification that it is a municipal street or school parking area(s).
- B. Scope of the proposed work including estimated quantities and funding amounts.
- C. The justification that the proposed project is necessary for the public's good and convenience.
- D. Source of matching funds including letter of intent from your local governing body assuring that the proposed matching funds are available for participation on proposed project.

As in the past, it is anticipated that the funding will be limited thus making it imperative that you comply with the above requested information. The District will utilize all information to determine priorities. Submittals after the deadline may result in exclusion from the program.

It is imperative that you supply information on the type of work you intend to undertake with the funding in order to avoid delays in the finalization of the paperwork.



QUAY COUNTY GOVERNMENT

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February 24th, 2025

Mr. John Herrera
Ms. Monica Duran
New Mexico Department of Transportation
PO Box 10
Las Vegas, NM, 87701

Dear Mr. Herrera and Ms. Duran,

Quay County is requesting participation in the **2025/2026 NMDOT Local Government Road Fund Program**.

At this time, Quay County is requesting **\$196,322.00** for roadway improvements. If granted the requested amount Quay County has designated **Quay Road AG (Blocks 6200-6440) 2.4 miles; Quay Road AK (Blocks 6000-6300) 3 miles** as a priority for roadway improvements.

Enclosed is the estimated summary cost, proposed scope of work, and a map for your review. If you have any questions or concerns you may contact Stephen Salas at 575-815-9945.

Sincerely,

Daniel Zamora
Quay County Manager

Enc.



January 1, 2025

Mr. Stephen Salas, Road Superintendent
Quay County
P.O. Box 1266
Tucumcari, NM 88401

**RE: Proposed 2025/2026 Local Government Road Fund Program
School Bus Route Cooperative Agreement Program (SB)**

Dear Mr. Salas:

In order to plan the distribution of funding to the various entities for the 2025-2026 Fiscal Year Cooperative Agreement program, we are requesting that you advise this office as to your intentions for participation in the program. The information requested should be submitted no later than **March 14, 2025**. Please return page two of this letter to inform us of your intentions to participate in the program, an estimated cost summary that supports your requested amount, and letter of intent from your local governing body assuring that the proposed matching funds are available for participation on proposed project.

If you have any questions or require further assistance, please contact my office at (505) 617-1020.

Sincerely,

John A. Herrera
LGRF Project Manager

xc: LGRF Files

**Michelle Lujan
Grisham**
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Chandelle Sisneros
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District 1

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District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Quay County
2025-26 Proposed Cooperative Agreement Program (SB)
January 2025

- **No, we do not wish to request participation in the 2025-26 Cooperative Agreement Program**
- ☒ **Yes, we do wish to participate in the 2025-26 Cooperative Agreement Program in the proposed amount of \$ 196,322.00. Attached please find the requested information.**

Requested information is as follows:

- A. The location of the proposed project, including a map detailing the Street or parking areas, certification that it is a municipal street or school parking area(s).
- B. Scope of the proposed work including estimated quantities and funding amounts.
- C. The justification that the proposed project is necessary for the public's good and convenience.
- D. Source of matching funds including letter of intent from your local governing body assuring that the proposed matching funds are available for participation on proposed project.

As in the past, it is anticipated that the funding will be limited thus making it imperative that you comply with the above requested information. The District will utilize all information to determine priorities. Submittals after the deadline may result in exclusion from the program.

It is imperative that you supply information on the type of work you intend to undertake with the funding in order to avoid delays in the finalization of the paperwork.



February 11, 2025

Quay County
Attn: Mr. Stephen Salas
PO Box 1246
Tucumcari, New Mexico 88401

**RE: Professional Engineering Services, Bridge #1042 Replacement
CN #4101940 Federal Funds**

Dear Stephen,

Attached is the project budget breakdown for the Bridge #1042 Replacement design services. We have also attached the applicable scopes and fees of our several subconsultants for this project.

We look forward to working with you on this project. Please don't hesitate to contact us with questions or need further information.

Sincerely,

MILLER ENGINEERING CONSULTANTS, INC.

Verlyn A. Miller, P.E.
President

VAM:jmm
Enclosures

Xc: Mr. Daniel Zamora, County Manager, Quay County
File

**MILLER ENGINEERING CONSULTANTS
PROJECT BUDGET TEMPLATE**

Client: Quay County
Project: Bridge # 1042 Replacement
Date: February 3, 2025

Man-hour Fee Estimate									
No.	Task	Principal Engineer	Civil Engineer	Engineer Intern	Sr. Civil Designer	CADD Drafting	Clerical	TOTAL	
1	Kick-off meeting with the County, site visits, & other meetings	80			80		32	192	
2	Conceptual Design Phase - 30% - Update drawings with new design survey data, update layout and design, update drawings to current NMDOT format, standards & specifications. Prepare quantity take-offs and engineer's opinion of probable construction cost.	120		120	280	200	80	800	
3	Public Meeting	18			18		16	48	
4	Preliminary Design Phase - 60% - Update drawings with new design survey data, update layout and design, address current standards & specifications. Prepare quantity take-offs and engineer's opinion of probable construction cost.	120		120	280	200	80	800	
5	Design review meeting with the County	8			8		8	24	
6	Final Design Phase - Prepare final 90% construction drawings and specifications for the project for P, S, & E Submittal	120		60	280	200	80	740	
7	Assist County with Coordination with NMDOT Environmental Section & Other Certifications	18		8	8		24	56	
8	Preparation for and attend P, S, & E meeting with the NMDOT	16			8		8	32	
9	Revise final plans to 100%, specs, and estimate per P, S, & E comments and resubmit to NMDOT for final approval	120		60	80	80	40	380	
		616	0	368	1040	680	368	3,072	
	Hourly Rate \$	165.00	126.00	110.00	85.00	75.00	85.00		
	Fee Amount \$	101,640.00	-	40,480.00	89,400.00	51,000.00	23,920.00	305,440.00	
Sub consultants - Third Party Services									
No.	Description	Amount	Unit Price	Cost					
1	Topographic Design Survey	1	\$ 15,730.000	\$ 15,730.00					
2	Environmental Services	1	\$ 61,380.00	\$ 61,380.00					
3	Geotechnical Services	1	\$ 49,500.00	\$ 49,500.00					
4	Structural Engineering Services	1	\$ 345,500.00	\$ 345,500.00					
	Subtotal Amount			\$ 472,110.00				\$ 472,110.00	
Reimbursable Expenses									
No.	Description	Amount	Unit Price	Cost					
1	Mileage	1300	\$ 0.550	\$ 825.00					
2	Plan Reproduction 24" X 36"	200	\$ 4.00	\$ 800.00					
3	Copies 8 1/2" X 11"	890	\$ 0.09	\$ 80.00					
	Subtotal Amount			\$ 1,705.00				\$ 1,705.00	
TOTAL ESTIMATED AMOUNT									\$ 779,265.00

Note: This estimate is limited to the services identified in the spreadsheet. Total amount does not include applicable NMGR.T.



JJK Group, Inc.

Consulting Structural Engineers
3240 C Juan Tabo NE
Albuquerque, New Mexico 87111
505-296-5706 Fax 505-296-1672
www.jjkgroup.com

January 29, 2024

VIA EMAIL ONLY

Verlyn Miller
Albuquerque, NM
vmiller@mecnm.com

Dear Mr. Miller:

The undersigned (hereinafter "Client") hereby requests that JJK Group, Inc. (hereinafter "JJK"), perform the following described design engineering services:

SCOPE OF WORK:

Structural Engineering services for the proposed 300 – 325 ft concrete free span bridge located in Quay County, Tucumcari NM:

1. JJK Group, Inc. will follow the NMDOT bridge design manual latest edition along with all federal standards for concrete bridge design details and specifications
2. Review information from civil engineer consisting of:
 - i. Profile grades
 - ii. Typical roadway cross-section including number of lanes, shoulder median, sidewalks etc.
 - iii. Cross slope of roadway
 - iv. Flow rates velocities
 - v. Minimum opening width in order to locate bridge abutments appropriately and determined bridge length etc.
3. Review of geotechnical investigations consisting of:
 - i. 10 exploratory soil borings with hollow stem auger to anticipated depths of 100 feet or refusal
 - ii. Soil borings to classify materials/ conditions encountered, collect samples, return them to a NMDOT certified laboratory
 - iii. Laboratory testing to classify the soil samples collected and determine engineering properties applicable for bridge foundation design and scour analysis
 - iv. Report of the conditions encountered (soil borings), the results of the laboratory testing and recommendations for design and construction of the foundation for the proposed bridge
4. Design review meetings as required with design team

5. Produce structural calculations for superstructure and substructure elements
6. The production of 30%, 60% and 90% structural construction documents for NMDOT and design team review
7. Final stamped 100% structural construction documents ready for bridge permitting
8. Administration services consisting ONLY of:
 - i. Contractor RFI's and preconstruction meetings as required
 - ii. (6) Site trips for visual observation of construction activities with field reports as required
 - iii. Contractor submittal reviews for approval as required
 - iv. Review of special inspections reports by third party full time inspector

The following are hereby specifically EXCLUDED from the work to be performed by JJK:

1. Geotechnical investigations contract for services required as mentioned above
2. Site visits other than that which is included in scope of work
3. Civil engineering services
4. Construction problems not relating to the design in which redesign may be required
5. Additional work not included in the "Scope of Work" section

COMPENSATION:

JJK will perform the "Scope of Work" for a fee not to exceed \$315,000.00 (Three Hundred Fifteen Thousand Dollars), plus applicable New Mexico Gross Receipts Tax.

Reimbursable Expenses: Expenses other than labor charges that are directly attributed to our professional services for the Scope of Work are invoiced at our cost, plus 10 percent. (e.g., overnight) costs, and 3) any and all work, fees, expenses and costs that are not specifically listed and identified in this Agreement and Scope of Work.

For Additional Services that may arise during the course of the Project in excess of \$315,000.00 (Three Hundred Fifteen Thousand Dollars), plus applicable New Mexico Gross Receipts Tax, JJK will submit an Additional Services Proposal for approval by Client before performing the additional work.

*****Geotechnical scope of service is estimated at a proposed fee of \$45,000.00 (Contracted by others)***

BILLING AND PAYMENT TERMS:

Payment Due: Invoices shall be submitted by JJK upon completion of each phase and are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. Payment for services rendered shall be due regardless of suspension or termination of the Agreement by either party.

Interest: If payment in full is not received by JJK within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Collection Costs: If the Client fails to make payments when due and JJK incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to JJK. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable staff costs at standard billing rates for JJK's time spent in efforts to collect. This obligation of the Client to pay JJK's collection costs shall survive the term of this Agreement or any earlier termination by either party.

Suspension of Services: If the Client fails to make payments when due or otherwise is in breach of this Agreement, JJK may suspend performance of services upon seven (7) calendar days' notice to the Client. JJK shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any failure to pay or other breach of this Agreement by the Client. Upon payment in full by the Client or JJK acceptance in writing of Client's remedy of its breach of this Agreement, JJK shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate JJK for the period of suspension plus any other reasonable time and expense necessary for JJK to resume performance.

Termination of Services: If the Client fails to make payment to JJK in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by JJK. This Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party should the other party fail to perform its obligations hereunder. The thirty (30) day notice requirement shall not be interpreted to limit JJK's right to suspend the work, and the notice period for termination shall continue to accrue during any suspension of the work by JJK. In the event of termination, Client shall pay JJK for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Set-Offs, Backcharges, Discounts: Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by JJK. Payment to JJK for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

VENUE

This agreement shall be interpreted and enforced in accordance with the laws of the State of New Mexico. The venue of any action brought to interpret or enforce any of the terms of this agreement or otherwise adjudicate the rights or liabilities of the parties hereto shall be laid in Bernalillo County, New Mexico.

DISPUTE RESOLUTION

A claim is a dispute or matter in question between JJK and Client arising out of or relating to the Agreement. Claims, disputes and matters in controversy shall be subject to mediation as a condition precedent to litigation. Unless the parties mutually agree otherwise, mediation shall be administered in accordance with the rules of the American Arbitration Association, Construction Industry Rules and Procedures. The parties shall mutually agree on a mediator. If the parties cannot mutually agree on a mediator, then the mediation shall be administered by the American Arbitration Association. The parties shall share equally in mediation costs and the mediator's fee. The mediation shall be held at the location of the Agreement unless otherwise agreed by the parties. Agreements reached in mediation shall be enforceable as settlement agreements.

Any claim subject to but not resolved by mediation shall be litigated between the parties in the Second Judicial District Court in Bernalillo County, New Mexico. The party filing a claim must assert in the Complaint all claims then known to that party. Unless JJK consents otherwise in writing, Client may not file a Third Party Complaint against JJK or in any way seek to bring JJK into litigation, arbitration, mediation or other dispute resolution proceeding with any third party related to this Agreement or the Scope of Work. No third parties, even if relevant to the claim, may be joined or sued in litigation of disputes between JJK and Client.

BETTERMENT

If, due to JJK's error, any required item or component of the Project is omitted from JJK's construction documents, JJK shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or

betterment to the Project. In no event will JJK be responsible for any costs or expense that provides betterment, upgrade or enhancement of the Project.

GENERAL PROVISIONS

It is understood and agreed that JJK's Scope of Work under this Agreement does not include continuous project observation/inspections or review of the Contractor's performance, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation.

This Agreement, including all exhibits and schedules, constitutes the entire agreement between the parties, and all prior negotiations, representations and agreements not incorporated here are of no force and effect. This Agreement can be modified or amended only by a document executed by all the parties.

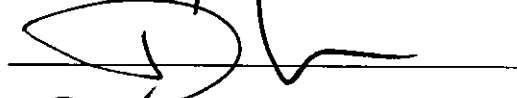
If any term or provision of this Agreement, or the application of it to any circumstance, shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.

This Contract may be executed in counterparts, each of which shall be deemed an original. A facsimile or electronic copy shall be deemed an original.

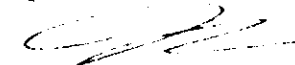
No provision of this Contract shall be deemed to have been waived by either party unless such waiver is in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

Accepted and agreed to this 24 day of February 2025.


By: Daniel Zeman
Quay Court, Manager

JJK Group, Inc., appreciates the opportunity to provide professional services to you.

JJK Group, Inc.


By: _____
Jim J. Kapuranis, P.E., President

TERRA LAND SURVEYS, LLC

P.O. Box 2532 • CORRALES, NM 87048 • OFFICE (505) 792-0513 • FAX (505) 792-5233 • cmedina@terrasurveys.net

January 12, 2025

Verlyn Miller
Miller Engineering Consultants
3500 Comanche, NE Bldg. F
Albuquerque, NM 87107

Re: Topographic Survey Fee Proposal for Quay County Bridge No. 1042

Dear Mr. Miller:

Terra Land Surveys, LLC is pleased to present this fee proposal to provide professional surveying services. Services to be provided will be a topographic survey in support of the Quay County Bridge No. 1042 replacement project located east of Tucumcari, New Mexico. Listed below are the services to be provided along with the corresponding fee:

Aerial Mapping and Supplemental Ground Survey

1. Control
 - a. Survey shall be referenced horizontally to the NAD 83 NM East Zone State Plane Coordinate System (modified surface coordinates)
 - b. Survey shall be referenced vertically to the NAVD 88 vertical datum.
2. Drone Mapping
 - a. Set Panel Points for mapping of 46-acre project site (13 drone aerial panels)
 - b. Capture color ortho rectified aerial photo
 - c. Point cloud processing and data extraction
 - i. Extraction of terrain breaks, spot elevations, planimetric features, etc.
 - d. Prepare base map at 1" = 50 ft scale with 1-foot contours
3. Supplemental Topographic Field Survey
 - a. Supplemental survey around buildings
 - b. Supplemental survey of curb and gutter
 - c. Supplemental survey around existing bridge area
 - d. Location of visible utilities
 - e. Location of manholes thru project corridor (rim and invert elevations)
 - f. Update base map
4. Deliverables
 - a. Base map in AutoCAD at a 1" = 50 ft scale with 1-foot contours
 - b. Aerial orthorectified photo

Survey Mapping Fee = \$14,300.00 plus tax

This fee proposal is for the above-mentioned services, any services in addition to the scope mentioned will be negotiated on a separate task. If the above scope of work and terms are satisfactory, then your signature below shall serve as our authorization to proceed with the project. Please return the signed document to me and keep a copy for your records.

TERRA LAND SURVEYS, LLC

P.O. Box 2532 • CORRALES, NM 87048 • OFFICE (505) 792-0513 • FAX (505) 792-5233 • cmedina@terrasurveys.net

If you should have any questions or comments concerning this fee proposal, please don't hesitate to contact me at your earliest convenience and thank you for your consideration.

Sincerely,

Christopher A Medina

Christopher A. Medina, PS
Terra Land Surveys, LLC

Owner/Owner Representative

Date

Title

Project Limits





GL Environmental, Inc.

January 7, 2025

Miller Engineering
Verlyn A. Miller, P.E., President
Miller Engineering Consultants, Inc.
3500 Comanche NE, Bldg. F
Albuquerque, NM 87109

RE: Environmental and Cultural Resources Clearances for Quay County Bridge

Dear Verlyn:

GL Environmental, Inc. respectfully submits this estimate to obtain environmental and cultural resources clearances for the construction of a bridge located in Quay County, New Mexico. It is understood a new bridge with a span of approximately 325-feet will be constructed immediately north of existing Bridge 1042. It is further understood that the project is federally funded through the New Mexico Department of Transportation (NMDOT). Because the project is federally funded through the NMDOT, the assumption is made that the Federal Highway Administration oversee the National Environmental Policy Act (NEPA) process and will require a Categorical Exclusion (CE) as the clearance document.

Additionally, because the proposed bridge will span a drainage considered "Water of the US", it will require Section 401 and 404 consultation under the Clean Water Act.

Scope of Work-Environmental Permitting

A Categorical Exclusion (CE) under the National Environmental Policy Act (NEPA) is required. The CE takes into consideration the Action Area, describes natural resources and species observed in the project areas, provides analyses of impacts resulting from the proposed project and recommends measures to avoid, minimize, and/or mitigate impacts to natural resources and species consistent with federal, state, tribal and local law. Preparation of the CE will require Project Scoping under NEPA. This process involves preparing a NMDOT Tribal/Local Public Agency Environmental Level of Effort Form. Clearance will be required from the NMDOT Hazardous Waste Bureau. A Cultural Resources survey and report will be required.

The proposed scope of work additionally consists of Section 404 and 401 consultation under the Clean Water Act with the U.S. Army Corp of Engineers and/or New Mexico Surface Water Bureau. This involves filing a Pre-Construction Notification with the U.S Corp of Engineers and

the New Mexico Surface Water Bureau, for either coverage under the Nationwide Permit for Linear Projects and a Beta Arid West Streamflow Duration Assessment.

Estimated Cost:

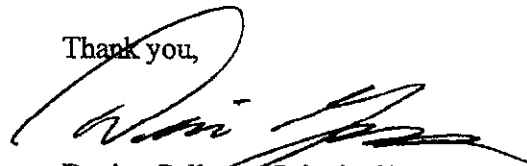
Estimated costs are itemized for individual bridges.

Bridge No. 1042	Environmental Clearance	Estimated Cost
	Clean Water Act Section 404/Section 401	\$10,000
	Beta Arid West Streamflow Duration Assessment	
	NEPA Document Level of Categorical Exclusion	\$25,000
	NMDOT Tribal/Local Public Agency Environmental Level of Effort Form. Clearance from the New Mexico Department of Transportation Hazardous Waste Bureau.	\$8,000
	Cultural Resources	\$12,800
Project Total Cost		\$55,800

Terms:

- The assumption has been made that a hazardous material analysis/assessment has been conducted of the bridge. A hazardous material analysis/assessment may not be required if the bridge remains on site and undisturbed.
- **COST DOES NOT INCLUDE THE COST OF HAZARDOUS MATERIALS ANALYSIS/ASSESSMENT OR MITIGATION OF HAZARDOUS MATERIALS, I.E. LEAD PAINT, ETC. IN ONE IS REQUIRED. THIS COST CAN BE PROVIDED SEPARATELY.**
- Specifications or plans from the Proponent must be provided.
- Entry to files, County property and access to key personnel is provided.
- Out of scope services may arise. GL Environmental, Inc. will notify Miller Engineering of the issue, if one should arise. Work on out-of-scope services will not commence without the written approval of Miller Engineering.
- Costs include travel and lodging.
- Cost estimate **does not include** applicable gross receipts tax.

Thank you,



Denise Gallegos, Principal/President
GL Environmental, Inc.

Application Cover Sheet
FY26 Local DWI Program Distribution and Grant Funding
Local Government Division - DFA

County/Municipality: Quay County

DWI Program Coordinator

Name: Rico Marano
 Address: 113 E. Main st.
 City, Zip: Tucumcari, N.M. 88401
 Telephone: 575-461-6096
 Email: rico.marano@quaycounty-nm.gov

Fiscal Agent (must match current W-9)

Contact Person: Samantha Salas
 Mailing Address: P.O. Box 1246
 City, Zip: Tucumcari, N.M. 88401
 Telephone: 575-461-2112
 Email: samantha.salas@quaycounty-nm.gov

Indicate amounts budgeted for each component.

	<u>Distribution</u>	<u>Grant</u>	<u>Component Total:</u>
Community Wellness & Outreach	<u>6000</u>	<u> </u>	<u>6000</u>
Treatment	<u> </u>	<u> </u>	<u>0</u>
Alternative Sentencing	<u>44915</u>	<u> </u>	<u>44915</u>
Program Administration	<u>40000</u>	<u> </u>	<u>40000</u>
Total:	<u>90915</u>	<u>0</u>	<u>90915</u>

Certification:

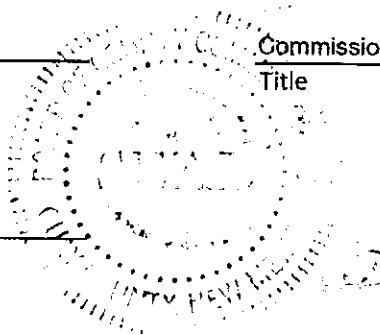
The attached resolution adopted by the governing body of Quay County on 2/24/2025
(applicant) (date)

authorizes the applicant to file this application for the assistance from the State of New Mexico.
 To the best of my knowledge, the information presented in this application is true and correct.

Jerri Rush
 Printed Name

Commission Chair
 Title

Jerri Rush
 Signature



Quay COUNTY RESOLUTION

Resolution No. 36

A RESOLUTION AUTHORIZING THE COUNTY TO SUBMIT AN APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION TO PARTICIPATE IN THE LOCAL DWI GRANT AND DISTRIBUTION PROGRAM.

WHEREAS, the Legislature enacted Section 11-6A-1 through 11-6A-6 NMSA 1978 as amended to address the serious problems of Driving While Intoxicated (DWI) in the State; and

WHEREAS, a program is established to make grant and distribution funding available to counties and municipalities for new, innovative or model programs, services or activities to prevent or reduce the incidence of DWI, alcoholism, alcohol abuse and alcohol related domestic abuse; and

WHEREAS, the County DWI planning council and other governmental entities approval must be received in order to apply for grant and distribution funding; and

WHEREAS, the County along with participating agencies is making an application to the Department of Finance and Administration, Local Government Division for program funding.

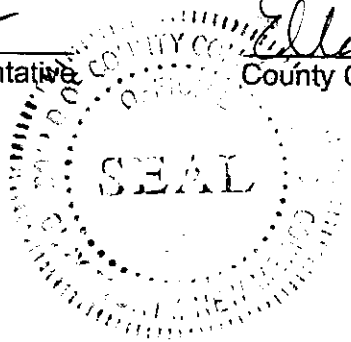
NOW THEREFORE, BE IT RESOLVED by the governing body of the Quay County, that the County Chairperson, on behalf of the County and all participating entities is authorized to submit an application for Distribution and/or Grant Fiscal Year 2026 program funding under the regulations established by the Local Government Division.

APPROVED AND ADOPTED by the governing body at its meeting of 24 February, 2025.

Levi Rusk
County Commission Chairperson

Attest:

Matthew Bels *Ellen Justice*
DWI Planning Council Representative County Clerk (SEAL)



STATEMENT OF ASSURANCES
Local DWI Grant and Distribution Program

Fiscal Year 2026: July 1, 2025 – June 30, 2026

The applicant hereby assures and certifies compliance with the following statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the New Mexico Local DWI Grant and Distribution Program:

1. Compliance with the provisions of the New Mexico Local DWI Grant Program Act, Sections 11-6A-1 through 11-6A-6 NMSA 1978 as amended, the NMAC Title 2, Chapter 110 Part 4 Regulations, and the approved LDWI Guidelines.
2. The applicant has the responsibility and legal authority to receive and expend funds as described in the grant and distribution project description, as well as to finance the grantee share (minimum 10%) of costs of the project, including all project overruns.
3. Compliance with the State Procurement Code, Sections 13-1-21 through 13-1-199, NMSA 1978 as amended, with the exception of Home Ruled Governments. All project-related services, activities or programs done through a service provider must be implemented through a professional services contract. Any project-related contract, subcontract, or agreement and related amendments, providing services to the grant or distribution program, must be submitted for administrative review by the Local Government Division prior to execution.
4. Adherence to all financial, accounting, and reporting requirements of the Department of Finance and Administration. Distribution programs will include the Exhibit F, the Local DWI Distribution Fund Financial Status Report. Grant programs will include the Local DWI Program Request for Payment/Financial Status Report, Exhibit D. The said reports shall include a narrative of successes and challenges, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the Quarterly Client Data Report, the Managerial Data Set (MDS) Report, Planning Council meeting agendas and minutes, and such other information following the objectives of the county's evaluation as may be of assistance to the Division in its evaluation.
5. Compliance with the requirement to not budget, nor expend, any of the grant amount awarded or the amount distributed for indirect administrative costs incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall document all direct program administrative expenditures and in-kind/match administrative expenditures.
6. Compliance with the requirement to not budget, nor expend, greater than ten percent of the grant amount awarded or the amount distributed for capital purchases incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall

specify all capital purchases. The ten percent cap for capital purchases does not apply to the Detoxification Grants.

7. Compliance with all required reports, including but not limited to: the first quarter narrative and fiscal reports due on the last working day of October; the second quarter narrative and fiscal reports due on the last working day of January; and the third quarter narrative and fiscal reports due on the last working day of April; the fourth and the final quarter Grant Fiscal report due by the 10th of July and the fourth and final narrative and distribution fiscal reports for the fiscal year due the last working day of July. Annual protocols for the screening, treatment, and compliance monitoring components are due the last working day of July for the current fiscal year. The annual reports which include program evaluation are due the last working day of August for the prior fiscal year.
8. Compliance with the current Local DWI Grant Program Screening Guidelines. To avoid any conflict of interest, or appearance of conflict of interest, screeners should not be affiliated with any contracted treatment agency. Clients will be given options (a list of available providers) for alcohol related treatment and will not be *mandated* to a particular treatment agency.
9. If applicable to the applicant, compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Department of Health and Human Services regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
10. Any distribution program under run amount for the fiscal year must be returned to the Local DWI Grant Fund by September 30 of the following fiscal year. Failure to remit an under run to the Local DWI Grant Fund will cause suspension of grant reimbursements and/or future distributions until the remittance is made.
11. Grant program under runs revert to the Local DWI Grant Fund.
12. Compliance with all applicable conditions and requirements prescribed by the Division in relation to receipt/accountability of State Funds.
13. The grant applicant will follow the scope of work for the grant program, as negotiated with the Local Government Division, and in accordance with the local planning council's approved plan. The applicant will submit any proposed modifications/amendments to the scope of work to the Division for its approval, prior to execution.
14. The distribution program applicant will follow the local planning council's application as approved by DWI Grant Council in the application review process. The applicant will submit any proposed modifications/amendments to this proposal to the Division for its written approval, prior to execution of changes to programs.

- 15. Compliance with conflict of interest prohibitions whereby no member, officer, or employee of the grant or the distribution program, or its designee or agents, no voting member of the local planning council or of the governing body of the locality in which the program is situated, and no other public official of such locality who exercises any functions or responsibilities with respect to the program during his/her tenure (or for one year thereafter) shall have any interest, direct or indirect, in any contract or subcontract for work to be performed in the program. The grant and/or the distribution program shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of these stated provisions.
- 16. Compliance with the maintenance of records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the grant or distribution agreement period, the purpose of undertaking for which such funds were used and the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC.
- 17. The applicant will provide access to authorized State officials and representatives of all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project in order to make audits, examinations, excerpts and transcripts.
- 18. The applicant will provide DFA's auditor and evaluator timely access to all program records and information. Additionally, the applicant will assure that records of subcontractors working for the applicant are retained and made available to DFA's auditor and evaluator.

Lewi Rush

County Commission Chairperson (or Designee) (Please Print)

Lewi Rush
Signature

2-24-25
Date



MEMORANDUM OF UNDERSTANDING

The Quay County DWI Program (hereinafter referred to as the "Program") and the New Mexico Department of Finance and Administration/Local Government Division/Driving While Intoxicated Program (hereinafter referred to as "Division") hereby exchange the following assurances and enter the following Memorandum of Understanding (MOU):

The Division assures:

1. That Division is in full compliance with the provisions concerning security for records and research activities in accordance with Federal Confidentiality regulations, 42 CFR Part 2.16 and 2.52.
2. That client identifying information will not be re-disclosed except back to the Program from which the information was obtained, or according to the terms of this MOU.
3. That in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, the Division acknowledges it is bound by the provisions of the Federal confidentiality regulations, 42 CFR Part 2.
4. That the Division shall undertake to resist any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the Federal confidentiality regulations, 42 CFR Part 2.
5. That the Division is not a "covered entity" as defined by the Department of Health and Human Services Regulations entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA); (the HIPAA Regulations).
6. That the Division shall never possess treatment or maintain any "individually identifiable health information" or transmit "protected health information" as defined by the HIPAA Regulations and in the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

The Program agrees to:

1. Upon request, provide the Division or other parties authorized with client records for those clients provided services through the Local Government Division DWI Grant Program, for the purpose of conducting outcome

monitoring research activities, and evaluation of LDWI Program interventions.

2. If applicable, comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and the Department of Health and Human Services Regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
3. Report or transmit data to the Division that deletes and contains no "individually identifiable health information" or "protected health information" as defined by the HIPAA Regulations and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

Jerri Rush

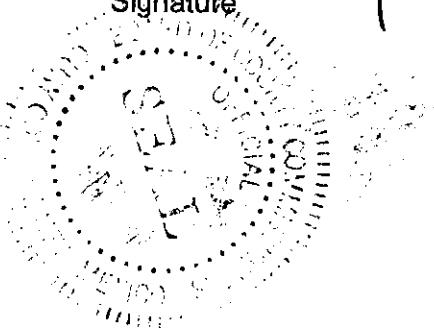
County Commission Chairperson (or Designee)
(Please Print)

Jerri Rush

Signature

2-24-25

Date



Cecilia Mavrommatis, Director
Local Government Division

Date

Local DWI Program Personnel – Complete all contact information.

<p>Coordinator: Name: Rico Marano Title/Organization: DWI Coordinator Address: 113 East Main St City: Tucumcari Zip Code: 88401 Email: Rico.Marano@quaycounty-nm.gov Phone: 575-461-6096 Cell: _____</p>	<p>Other (Identify Component): _____ Name: _____ Title/Organization: _____ Email: _____</p>
<p>Prevention: Name: _____ Title/Organization: _____ Email: _____</p>	<p>Other (Identify Component): _____ Name: _____ Title/Organization: _____ Email: _____</p>
<p>Screening: Name: Rico Marano Title/Organization: DWI Coordinator Email: Rico.marano@quaycounty-nm.gov</p>	<p>Other (Identify Component): _____ Name: _____ Title/Organization: _____ Email: _____</p>
<p>Treatment: Name: _____ Title/Organization: _____ Email: _____</p>	<p>Other (Identify Component): _____ Name: _____ Title/Organization: _____ Email: _____</p>
<p>Compliance: Name: Jordan Garcia Title/Organization: Compliance Officer Email: Jordang@quaycounty-nm.gov</p>	<p>Other (Identify Component): _____ Name: _____ Title/Organization: _____ Email: _____</p>
<p>Alternative Sentencing: Name: _____ Title/Organization: _____ Email: _____</p>	<p>Other (Identify Component): _____ Name: _____ Title/Organization: _____ Email: _____</p>
<p>Evaluation: Name: _____ Title/Organization: _____ Email: _____</p>	<p>Other (Identify Component): _____ Name: _____ Title/Organization: _____ Email: _____</p>

County/City Personnel - Complete all contact information.

<p>County/City Manager: Name: Daniel Zamora Address: P.O Box 1246 City: Tucumcari Zip Code: 88401 Email: daniel.zamora@quaycounty-nm.gov Phone: 575-461-2112</p>	<p>Mayor: Name: _____ Address: _____ City: _____ Zip Code: _____ Email: _____ Phone: _____</p>
<p>County Commission Chair: Name: Jerri Rush Address: P.O Box 1246 City: Tucumcari Zip Code: 88401 Email: jerri.rush@quaycounty-nm.gov Phone: 575-461-2112</p>	<p>Other: Name: _____ Title/Organization: _____ Address: _____ City: _____ Zip Code: _____ Email: _____ Phone: _____</p>
<p>Finance Director: Name: samantha Salas Address: P.O Box 1246 City: Tucumcari Zip Code: 88401 Email: Samantha.salas@quaycounty-nm.gov Phone: 575-461-2112</p>	<p>Other: Name: _____ Title/Organization: _____ Address: _____ City: _____ Zip Code: _____ Email: _____ Phone: _____</p>
<p>County/City Treasurer: Name: Theresa Lafferty Address: P.O Box 1246 City: Tucumcari Zip Code: 88401 Email: Theresa.lafferty@quaycounty-nm.gov Phone: 575-461-2112</p>	<p>Other: Name: _____ Title/Organization: _____ Address: _____ City: _____ Zip Code: _____ Email: _____ Phone: _____</p>
<p>Other: Name: Dallas Dowell Title/Organization: Distric 1 commisioner Address: P.O Box 1246 City: Tucumcari Zip Code: 88401 Email: dallas.dowell@quaycounty-nm.gov Phone: 575-461-2112</p>	<p>Other: Name: _____ Title/Organization: _____ Address: _____ City: _____ Zip Code: _____ Email: _____ Phone: _____</p>
<p>Other: Name: Brian Fortner Title/Organization: Distric 3 commisioner Address: P.O Box 1246 City: Tucumcari Zip Code: 88401 Email: brian.fortner@quaycounty-nm.gov Phone: 575-461-2112</p>	<p>Other: Name: _____ Title/Organization: _____ Address: _____ City: _____ Zip Code: _____ Email: _____ Phone: _____</p>

Local DWI Planning Council Members- Voting Members Only

Complete all contact information.

Chair: Name: <u>Matt Bednorz</u> Organization: <u>Insurance Rep.</u> Email: <u>mdbednorz@gmail.com</u>	Voting Member: Name: _____ Organization: _____
Voting Member: Name: <u>Veronica wright</u> Organization: <u>Hartley House</u>	Voting Member: Name: _____ Organization: _____
Voting Member: Name: <u>Vince Guillen</u> Organization: <u>Rental operator</u>	Voting Member: Name: _____ Organization: _____
Voting Member: Name: <u>Veronica Encinias</u> Organization: <u>Store Manager</u>	Voting Member: Name: _____ Organization: _____
Voting Member: Name: <u>Windsler Wright</u> Organization: <u>Store Manager</u>	Voting Member: Name: _____ Organization: _____
Voting Member: Name: _____ Organization: _____	Voting Member: Name: _____ Organization: _____
Voting Member: Name: _____ Organization: _____	Voting Member: Name: _____ Organization: _____

Quay County DWI Program

Dallas Dowell

District 1 Commissioner

Jerri Rush

District 2 Commissioner

Brian Fortner

District 3 Commissioner

Daniel Zamora

County Manager

Richard Marano (Rico)

DWI Coordinator

Jordan Garcia

Compliance Officer

Office of the Tenth Judicial District Attorney
Heidi Adams-District Attorney

January 2, 2025

Department of Finance and Administration
Local Government Division
Bataan Memorial Building
407 Galisteo Street
Santa Fe, NM 87501

Subject: DWI Grant for Quay County

Dear Sir/Ma'am,

I am writing this letter in support of the awarding of a grant to the Quay County DWI Misdemeanor Compliance Program. This program not only provides much needed prevention education throughout the Quay County community, but also compliance and monitoring of our DWI and misdemeanor offenders.

Quay County is a small rural county with a large substance abuse problem. Having a local DWI program is essential to aid with prevention and deterrence. The Tenth Judicial District Attorney's Office works closely with the Quay County DWI Misdemeanor Compliance Program and understands the role it plays in the administration of justice.

Please accept this letter in strong support of funding for our Quay County DWI Misdemeanor Compliance Program as it is vital to the safety of our community. Feel free to contact me at the number below with any questions.

Very Respectfully,



Heidi Adams

cc: Quay County DWI Misdemeanor Compliance Program



QUAY COUNTY SHERIFF'S OFFICE

NEW MEXICO

DENNIS GARCIA
SHERIFF

LARRY COOKSEY
UNDERSHERIFF

EXECUTIVE
ASSISTANT
SHERRY TELLEZ

January 7, 2025

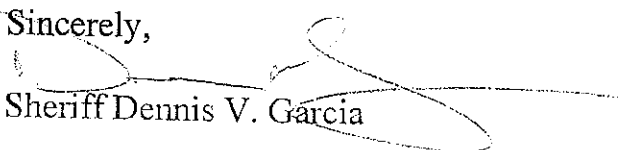
Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Room 203
Santa Fe, NM 87503

Reference: Letter supporting the Quay County DWI and Misdemeanor Compliance Office.

To whom it may concern,

The Quay County Sheriff's Office fully supports the Quay County DWI and Misdemeanor Compliance Office, located in Tucumcari, NM. The rural community we live in has very limited resources for rehabilitation for substance abuse and this office provides the assistance needed to offenders in our area. This office is also able to provide supervision in lieu of incarceration and has been successful in doing so. The Quay County DWI and Misdemeanor Compliance Office is vital to the citizens of Quay County as well as Law Enforcement.

Sincerely,


Sheriff Dennis V. Garcia

P.O. Box 943
TUCUMCARI, NM 88401
Phone: (575)461-2720 ** Fax: (575)461-2369
Quaycounty-nm.gov

Tucumcari Domestic Violence/Hartley House

P.O. Box 304

Tucumcari. N.M. 88401

January 6, 2024

Department of Finance and Administration

Local Government Division

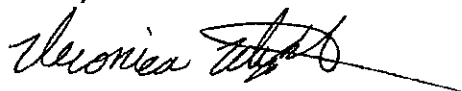
Bataan Memorial Building, Room 203

Santa Fe, N.M. 87503

RE: Letter of Support for the Quay County DWI Office.

To whom it may concern:

Our office works very closely with the Quay County DWI office here in Tucumcari, New Mexico. We are strongly in support of their program. Our rural community has limited resources when it comes to treatment or rehabilitation for alcohol and substances which the DWI office helps by providing guidance and resources for this. Without this program the community in Quay County would greatly suffer. This program is extremely beneficial and needed here in Quay County and would therefore ask for your continued support for this program. Thank you.



Sincerely, Veronica Wright, Tucumcari Domestic Violence/ Hartley House Batterer Intervention Program Facilitator and Domestic Violence Advocate.



STATE OF NEW MEXICO

Magistrate Courts

_____ DISTRICT

REFER REPLY TO:

DIVISION _____

January 16, 2025

Department of Finance and Administration
Local Government Division
407 Galisteo Street
Bataan Memorial Building
Santa Fe, NM 87501

To whom it may concern,

I am pleased to write a letter in support of the Quay County DWI Program regarding their application for continued grant funding. They are seeking funding to provide screening, tracking/compliance for DWI Offenders.

Quay County is a small county with few resources to draw from. I have had the pleasure of working with them for the past several years and they provide a valuable resource to our County in that they monitor defendants from start to finish for completion of all of their court-ordered mandates. That supervision is key to timely completion.

Thank you for your consideration in this matter.

Best Regards,

A handwritten signature in cursive script that reads "Noreen L. Hendrickson".

Noreen L. Hendrickson
Quay County Magistrate Judge

Adult Probation and Parole

P.O. Box 1223

Tucumcari. N.M. 88401

January 7, 2024

Department of Finance and Administration

Local Government Division

Bataan Memorial Building, Room 203

Santa Fe, N.M. 87503

RE: Letter of Support for the Quay County DWI Office.

This letter is in strong support of the Quay County DWI program receiving the necessary funding for their program to continue their presence in Quay County. Their program provides the community support in prevention, compliance, and education. Quay county is a small rural area that needs programs such as the Quay County DWI office to provide the community with the tools necessary to make better decisions and help educate the local community. Without their presence in Quay County the local residents would be without any guidance for anything related to the mission of ending DWI in New Mexico. Please accept this letter in strong support of the Quay County DWI Office. Thank you.



Sincerely, Justin Garcia, APO.

Organization Name: Presbyterian Medical Services		Contract #: 2566520050000100		
Reporting Site: Quay CO FHC		# of Clinics:	Month: January	
Action Plan Item		Actual Monthly Level		
Level of Operations	Total Number of Primary Care Encounters	350		
	By Provider Type:			
	Physician Encounters			
	Midlevel Practitioner Encounters	350		
	Dentist Encounters			
	Dental Hygienist Encounters			
	Behavioral Health Encounters			
	All Other Licensed/Certified Provider Encounters			
	By Payment Source:			
	Sliding Fee Encounters-Medical	20		
	Sliding Fee Encounters - Dental			
	Sliding Fee Encounters - Behavioral Health			
	Medicaid Encounters - Medical	92		
	Medicaid Encounters - Dental			
	Medicaid Encounters - Behavioral Health			
County Indigent Encounters				
Other 3 rd Party Encounters	128			
Medicare Encounters	107			
100% Self Pay (non-discounted/non-3 rd party)	3			
Unduplicated Number of Users	Total # of unduplicated users	76		
	Below 100% Poverty	35		
	Between 100% and 200% of Poverty	36		
	Above 201% of Poverty	5		
	Unknown			
Staffing Level			Clinical FTEs	
			Admin FTEs	
	Physicians			
	Certified Nurse Practitioners	2.00		
	Physician Assistants			
	Certified Nurse Midwives			
	Dentists			
	Dental Hygienists			
	Behavioral Health Professionals (linked to BH enc)			
	Community Health Workers			
	Clinical Support Staff	1.20		
Administrative Staff	2.00			
All Other Staff	0.50			
Narrative Update Questions	Collaboration with public and private providers, SBHCs, and tribal (638) health centers: <i>RPHCA contractors are expected to work cooperatively with local providers to maximize delivery of primary health care services. Describe this month's participation in collaborative efforts with other providers in the community or region.</i>			
	Clinical team began an 18 month weekly Diabetic ECHO Program with UNM. All new staff were trained on the VFC program to ensure continued participation in the program.			
	Did you have a clinic (ex. Vaccination Clinic) this month that did not count as encounters for Primary Care patients? If so, please explain what kind of clinic and number of patients seen.			
	No.			
	Significant update and/or challenges with Contract Action Plan this month: Still attempting to hire a second medical assistant. New TOC customer access representative started on 1/13. Began recruitment for full time CAR.			
Prepared by: Angela Coburn		Date: 2/11/2025		

**RPHCA Program FY24
Annual Projected Operations Form - Page 2**

revised 3/30/23

Organization Name: Pres Medical Services		Contract #: 2566520050000100	
Reporting Site: Quay CO FHC		# of Clinics: 1	Month: September
Action Plan Item		Actual Monthly Level	
Level of Operations	Total Number of Primary Care Encounters	0	
	By Provider Type:		
	Physician Encounters		
	Midlevel Practitioner Encounters		
	Dentist Encounters		
	Dental Hygienist Encounters		
	Behavioral Health Encounters		
	All Other Licensed/Certified Provider Encounters		
	By Payment Source:		
	Sliding Fee Encounters-Medical		
	Sliding Fee Encounters - Dental		
	Sliding Fee Encounters - Behavioral Health		
	Medicaid Encounters - Medical		
	Medicaid Encounters - Dental		
	Medicaid Encounters - Behavioral Health		
	County Indigent Encounters		
	Other 3 rd Party Encounters		
	Medicare Encounters		
	100% Self Pay (non-discounted/non-3 rd party) Encounters		
	Unduplicated Number of Users	Total # of unduplicated users	146
Below 100% Poverty		75	
Between 100% and 200% of Poverty		63	
Above 201% of Poverty		8	
Unknown			
Staffing Level		Clinical FTEs	Admin FTEs
	Physicians		
	Certified Nurse Practitioners	2	
	Physician Assistants		
	Certified Nurse Midwives		
	Dentists		
	Dental Hygienists		
	Behavioral Health Professionals (linked to BH encounters)		
	Community Health Workers		
	Clinical Support Staff	2	
	Administrative Staff	2.2	
	All Other Staff	0.5	
	Quarterly Primary Care Financial Information	Quarterly Reported:	
Total Primary Care Revenues - all sources			
Sliding Fee Revenues – Medical			
Sliding Fee Revenues - Dental			
Sliding Fee Revenues - Behavioral Health			
Medicaid Revenues - Medical			
Medicaid Revenues - Dental			
Medicaid Revenues - Behavioral Health			
County Indigent Fund Revenues			
Other 3 rd Party Revenues			
Medicare Revenues			
100% Self Pay (non-discounted/non-3 rd party) Patient Revenues			
Contracts/Grants Revenues (including RPHCA)			

RPHCA Program FY24
Annual Projected Operations Form - Page 3

revised 3/30/23

Narrative Update Questions	Total Primary Care Expenditures	
	Total Primary Care Charges	
	Sliding Fee Discounts - Medical	
	Sliding Fee Discounts - Dental	
	Sliding Fee Discounts - Behavioral Health	
	Collaboration with public and private providers, SBHCs, and tribal (638) health centers: <i>RPHCA contractors are expected to work cooperatively with local providers to maximize delivery of primary health care services. Describe this month's participation in collaborative efforts with other providers in the community or region.</i>	

PRESBYTERIAN MEDICAL SERVICES
 QUAY COUNTY FAMILY HEALTH CENTER
 1302 EAST MAIN STREET
 TUCUMCARI, NM 88401

Invoice No. Jan-25

INVOICE

Customer

Name Quay County
 Address PO Box 1246
 City Tucumcari State NM ZIP 88401
 Phone _____

Misc

Date 2/11/2025
 Order No. _____
 Rep _____
 FOB _____

Qty	Description	Unit Price	TOTAL
	Quay RPHCA Contract-25 665 200500001 00 Baseline/Annual Reports		
1	Daily operations of Quay County Family Health Center - January	\$ 8,185.00	\$ 8,185.00

SubTotal	\$ 8,185.00
Shipping	
TOTAL	\$ 8,185.00

Payment Select One...

Comments _____
 Name _____
 CC # _____
 Expires _____

Tax Rate(s) _____

PMS Contract Authorization # _____

Please remit payment to the address above. Any questions call 575-461-2200

We appreciate your confidence in our team!

QUAY COUNTY
FISCAL YEAR 2024-2025
RESOLUTION No. 29
(Amended)

Authorization of Budgetary Increase to **EMS Fund (414)**

WHEREAS, at meeting of the Board of Quay County Commissioners on February 24, 2025 the following was among the proceedings;

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


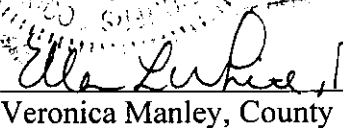
State Fund 20600
Budgetary Increase

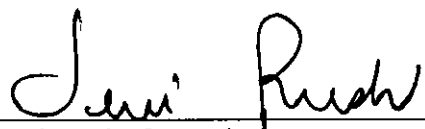
	<u>DEBIT</u>	<u>CREDIT</u>
20600-0001-47090 State EMS Grant		\$91,516.00
District 1 EMS 414-00-37401 \$7,000.00		
Forrest EMS 414-00-37411 \$84,516.00		
20600-3003-57999 Other Operating Costs	\$92,873.74	
District 1 EMS 414-12-48100 \$7,420.84		
Forrest EMS 414-12-48120 \$85,452.90		

WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **EMS Grant Funding for District 1 EMS and Forrest EMS expenditures increased**

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

DONE at Tucumcari, County of Quay, New Mexico this 24th day of February, 2025.


ATTEST:

Veronica Manley, County Clerk


Jerri Rush, Commissioner


Brian Fortner, Commissioner


Dallas Dowell, Commissioner

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

Report Recap - Quay County - FY2025 Q2

Printed from LGBMS on 2025-02-13 16:47:43

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserve	Adjusted Balance
11000 General Operating Fund	2,303,209.00	0.00	3,352,447.40	-549,493.00	1,640,869.40	-369,896.90	3,095,397.10	410,217.35	2,685,179.75
20110 FY25-100% Corrections Recruitment Fund (Year 1)	0.00	0.00	225,000.00	0.00	0.00	0.00	225,000.00	0.00	225,000.00
20200 Environmental	184,849.00	0.00	61,875.54	0.00	1,696.05	-0.78	245,027.71	0.00	245,027.71
20300 County Property Valuation	254,687.00	0.00	64,468.27	0.00	3,743.18	-146.75	315,265.34	0.00	315,265.34
20400 County Road	284,935.00	0.00	719,485.67	98,446.33	1,390,137.87	403,115.69	115,844.82	115,844.82	0.00
20600 Emergency Medical Services	1,358.00	0.00	91,516.00	0.00	2,218.78	-0.26	90,654.96	0.00	90,654.96
20800 Farm & Range	513.00	0.00	22.91	0.00	0.00	-0.40	535.51	0.00	535.51
20900 Fire Protection	2,871,113.00	0.00	1,973,907.76	-83,207.00	1,028,370.00	-49,700.65	3,683,743.11	0.00	3,683,743.11
21100 Law Enforcement Protection	0.00	0.00	105,500.00	0.00	0.00	0.00	105,500.00	0.00	105,500.00
21221 Law of FY24 Recruitment- LER-(YEAR 2)	0.00	0.00	112,500.00	0.00	0.00	0.00	112,500.00	0.00	112,500.00
21800 Intergovernmental Grants	40,941.00	0.00	80,679.57	29,493.00	40,682.44	-66,020.66	44,410.47	0.00	44,410.47
22000 Indigent Fund	453,681.00	0.00	315,127.64	0.00	73,629.27	-3,216.80	691,962.57	0.00	691,962.57
22100 Hospital Gross Receipts Tax	2,276,551.00	0.00	1,261,972.66	-184,000.00	49,813.53	-340,595.28	2,964,114.85	0.00	2,964,114.85
22300 DWI Fund	9,441.00	0.00	58,401.51	0.00	74,637.77	6,795.26	0.00	0.00	0.00
22500 Clerks Recording & Filing Fund	29,189.00	0.00	6,529.53	0.00	0.00	-0.38	35,718.15	0.00	35,718.15
22600 Jail - Detention	395,952.00	0.00	255,541.08	520,000.00	830,365.97	10,326.84	351,453.95	0.00	351,453.95
22700 County Emergency Communications and Medical & Behavioral Health GRT	758,838.00	0.00	452,552.22	0.00	361,355.21	-91,993.42	758,041.59	0.00	758,041.59
26000 American Rescue Plan Act	1,078,354.00	0.00	0.00	0.00	0.00	-0.83	1,078,353.17	0.00	1,078,353.17
27000 LG Abatement Opioid Fund	587,674.00	0.00	38,208.72	0.00	0.00	-0.19	625,882.53	0.00	625,882.53
28000 Cannabis Regulation Act	33,182.00	0.00	45,743.34	0.00	0.00	-0.14	78,925.20	0.00	78,925.20
29000 Local Assistance Tribal Consistency Fund-LATCF	100,000.00	0.00	0.00	0.00	0.00	0.00	100,000.00	0.00	100,000.00
29900 Other Special Revenue	379,404.00	0.00	229,914.52	184,000.00	194,035.40	-9,005.67	590,277.45	0.00	590,277.45

30200 CDBG (HUD) Project	67,837.00	0.00	0.00	0.00	0.00	0.00	-0.57	67,836.43	0.00	67,836.43
30300 State Legislative Appropriation Project	411,305.00	0.00	0.00	0.00	237,370.30	-71.98	173,862.72	0.00	173,862.72	
30400 Road/Street Projects	240,792.00	0.00	2,362.09	0.00	243,663.00	508.91	0.00	0.00	0.00	
39900 Other Capital Projects	1,467,445.00	0.00	92,759.82	-200,000.00	441,641.46	-36,751.78	881,811.58	0.00	881,811.58	
40400 NMFA Loan Debt Service	39,061.00	0.00	167,285.19	184,760.67	204,790.86	-11,079.52	175,236.48	0.00	175,236.48	
Totals	14,270,311.00	0.00	9,713,801.44	0.00	6,819,020.49	-557,736.26	16,607,355.69	526,062.17	16,081,293.52	

QUAY COUNTY
FISCAL YEAR: 2024-25
REPORT PERIOD: 12/24

FUND NUMBER AND TITLE	BEGINNING CASH BALANCE	REVENUES	TRANSFERS	EXPENDITURES	CHANGE IN BALANCE SHEET	ENDING CASH BALANCE
401 GENERAL FUND	2,041,208.63	3,352,447.40	(549,493.00)	1,640,669.40	(88,902.92)	3,114,390.71
402 ROAD FUND	684,934.89	719,485.67	98,446.33	1,390,137.87	(7,695.71)	105,003.31
403 FARM & RANGE FUND	512.60	22.91	.00	.00	.00	535.51
404 RECREATION FUND	.00	.00	(414.44)	414.44	.00	414.44
406 HEALTH CARE ASSISTANCE FUND	453,680.66	315,127.64	.00	73,629.27	(3,216.46)	691,962.57
407 FIRE DISTRICT NO 1 FUND	558,097.30	86,362.64	(8,514.00)	441,069.26	(1,128.31)	193,748.37
408 FIRE DISTRICT NO 2 FUND	388,523.47	83,570.29	(10,570.00)	12,833.56	(1,010.09)	447,680.11
409 FIRE DISTRICT NO 3 FUND	109,628.35	468,210.12	(11,544.00)	9,137.24	3.50	557,160.73
410 NARA VISA FIRE FUND	70,423.02	453,716.71	(7,612.50)	17,425.11	(230.25)	498,871.87
411 FOREST FIRE FUND	199,015.89	56,337.61	(6,036.00)	12,756.95	(1,248.55)	235,312.00
412 JORDAN FIRE FUND	755,210.71	99,570.02	(10,617.00)	457,465.43	2,878.09	389,576.39
413 BARDENDEE FIRE FUND	5,362.36	121,451.21	(11,742.50)	2,656.97	(268.95)	112,147.15
414 EMERGENCY MEDICAL SERVS FUND	1,357.74	91,516.00	.00	2,218.78	.00	90,654.96
415 QUAY FIRE DIST FUND	289,379.70	53,149.98	(10,612.50)	1,228.01	(256.30)	330,432.87
416 FORESTRY FIRE FUNDS	134,182.73	14,242.14	.00	5,563.91	(184.73)	142,676.23
418 PORTER FIRE DEPT.	300,050.68	471,000.28	(5,958.50)	68,209.44	(42.22)	696,840.80
419 EMERGENCY MANAGEMENT	40,940.68	80,679.57	29,493.00	40,682.44	(66,020.34)	44,410.47
420 QUAY COUNTY FIRE MARSHALL	147,420.53	80,538.90	.00	5,588.03	(398.58)	221,972.82
421 DETENTION CENTER	386,354.02	255,541.08	500,000.00	817,115.97	11,577.66	336,366.79
430 SAFETY NET CARE POOL FUND	.00	.00	184,000.00	92,692.10	.00	91,307.90
431 COUNTY EMERGENCY COMMUNICATI	788,837.53	452,552.22	.00	361,355.21	(91,992.95)	758,041.59
499 REAPPRAISAL FUND	254,666.01	64,488.27	.00	3,743.18	(145.76)	315,265.34
501 HOSPITAL FUND	112,139.23	496,750.68	(184,000.00)	28,496.95	(594.92)	395,798.04
503 RURAL ADDRESSING FUND	4,774.38	150.32	.00	809.35	.00	4,115.35
510 HOSPITAL IMPROVEMENT FUND	2,074,411.41	765,221.98	.00	21,316.58	(250,000.00)	2,568,316.81
516 ASAP - OTHER CHARGES	8,672.55	217.64	.00	.00	.00	8,890.19
520 TUC. DOMESTIC VIOLENCE PROGRA	2,816.65	3,029.64	.00	1,852.65	(191.98)	3,801.66
523 OPIOID SETTLEMENT	587,673.81	38,208.72	.00	.00	.00	625,882.53
562 DEBT SERVICE	31,109.43	.00	184,760.67	204,790.86	(11,079.24)	.00
563 NMFA DEBT RESERVE	7,951.29	167,285.19	.00	.00	.00	175,236.48
607 LAW ENFORCEMENT PROTECTION F	.00	105,500.00	.00	.00	.00	105,500.00
610 JUVENILE DET OFFICER FUND	9,597.16	.00	20,000.00	13,250.00	(1,250.00)	15,097.16
613 PRIMARY CARE CLINIC	139,072.29	70,037.27	.00	8,185.00	(7,530.20)	193,394.36
621 CLERK'S EQUIP REC FUND	29,188.62	6,529.53	.00	.00	.00	35,718.15
622 DWI DISTRIBUTION	9,440.55	58,401.51	.00	74,637.77	(1,361.92)	8,157.63
623 ENVIRONMENTAL GROSS REC FUND	184,848.22	61,875.54	.00	1,696.05	.00	245,027.71
624 DWI GRANT FUND	6,766.74	.00	.00	.00	.00	6,766.74
626 SUMMER ENRICHMENT INTERNS	26,671.06	137,759.77	.00	83,006.15	.00	28,082.56
628 MISDEMEANOR COURT COMPLIANCE	63,867.65	2,496.74	.00	.00	.00	66,364.39
631 DWI PROBATION FEES	18,615.21	1,831.00	.00	1,990.68	(684.31)	17,771.22
632 DWI SCREENING FEES	9,930.74	150.00	.00	350.00	.00	9,730.74
634 DWI UA FEES	12,490.08	.00	.00	.00	.00	12,490.08
639 WILDLIFE SERVICES	4,886.03	.00	.00	.00	.00	4,886.03
649 COUNTY IMPROVEMENTS	2,025,415.74	92,759.82	(200,000.00)	922,674.76	(36,751.78)	958,749.02
650 ROAD EQUIPMENT FUND	94,124.28	2,362.09	.00	.00	.00	96,486.37
654 AMERICAN RESCUE PLAN ACT	1,078,353.17	.00	.00	.00	.00	1,078,353.17
655 CDBG - QUAY COUNTY	37,372.80	.00	.00	.00	.00	37,372.80
656 CDBG PLANNING GRANT	30,463.63	.00	.00	.00	.00	30,463.63
658 FEDERAL - LATCF	100,000.00	.00	.00	.00	.00	100,000.00
659 LERF	.00	112,500.00	.00	.00	.00	112,500.00
660 CANNABIS REGULATION ACT	33,181.86	45,743.34	.00	.00	.00	78,925.20
661 CRF	.00	225,000.00	.00	.00	.00	225,000.00
GRAND TOTAL	14,270,299.96	9,713,801.44	.00	6,819,020.49	(557,725.22)	16,607,355.69

RESOLUTION AND AGREEMENT
OF
QUAY COUNTY
No. 42
APPROVING PARTICIPATION IN THE PROGRAMS
OF THE
EASTERN PLAINS COUNCIL OF GOVERNMENTS
FOR FISCAL YEAR 2024-2025

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

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

- a. Implement the work program as established by the EPCOG Board of Directors for the **2024-2025 Fiscal Year** including providing technical assistance, project and program planning, proposal development and funding assistance.
- b. Continue eligibility as an Economic Development District for participating localities under Section 402 of the Public Works and Economic Development Act of 1965, as amended.
- c. Address problems, issues and opportunities of a regional nature which go beyond single municipal or county jurisdictional boundaries and serve as a liaison and advocate for local governments within the region at the state and federal levels.
- d. Contract with NMDOT to provide RPO planning assistance to the Northeast and Southwest RPOs in collaboration with SENMEDD/COG and NCMEDD.
- e. Support planning, development and implementation of infrastructure plans and projects including assistance with preparation of Infrastructure Capital Improvement Plans (ICIP) as requested.

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

- a. To participate through their designated representative or alternate, in EPCOG's policy development process by attending meetings, helping formulate the annual work program, reviewing the EPCOG Goals and Objectives, and concurrences with the District Comprehensive Economic Development Strategy (CEDS).
- b. To pay to the EPCOG the sum of \$2,216.00 as annual membership dues as payment for the aforementioned services for the period beginning **July 1, 2024, and ending June 30, 2025.**
- c. The MEMBER hereby appoints Brian Factor as their designated representative and Daniel Zamora as alternate.

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

ATTESTATION:

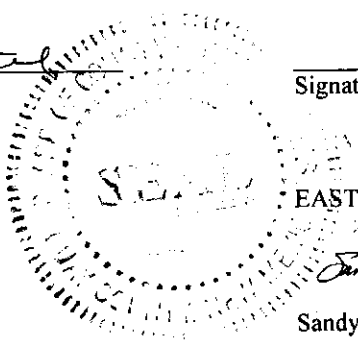
Ella Lubitz
Clerk or other Authorized Official

MEMBER GOVERNMENT

Leri Rush
Signature of Authorized Official

ATTESTATION:

Alanna M. Hurt, Office Manager



EASTERN PLAINS COUNCIL OF GOVERNMENTS

Sandy Chancey
Sandy Chancey, Executive Director



AUTHORIZATION FOR ADDITIONAL SERVICES

"Stantec"	Stantec Architecture Inc.	Date	12 February 2025
	3133 West Frye Road, Suite 300, Chandler, AZ 95226	Stantec Project #	2014348200
	Ph: (602) 431-9562	Stantec Pipeline #	1070521
	email: mike.williams@stantec.com		
Client	Quay County	Client Project #	
	300 South Third Street, PO Box 1246, Tucumcari, NM 88401		
	Ph: (575) 461-2112		
	email: Daniel.Zamora@quaycounty-nm.gov		
Project Name and Location:	Dan C. Trigg Memorial Hospital - Replacement Hospital	Change Order #	01
	301 East Miel De Luna Avenue		
	Tucumcari, NM 88401		

This is authorization for Stantec to perform additional services on the project as noted above.

A. This Authorization for Additional Services is in addition to the existing contract dated 01/13/2025.

Stantec agrees to perform the following additional service(s):

Construction Documentation and Management of a separate Site/Civil bid package, due within eight-weeks of receiving signed notice to proceed. Stantec assumes this Site/Civil bid package to include site clearing, grading, major utilities connections, and front-end specifications for bidding. Services include Civil Engineering, Mechanical Engineering, Electrical Engineering and Architectural Design.

B. Client agrees to compensate Stantec for such additional services in accordance with the terms of the initial agreement for additional amount(s) stated below (calculated in accordance with the 2024 CES Billable Rate Table):

Fee Summary:	
Architectural	\$25,904.06
Mechanical and Plumbing Engineering	\$7,593.84
Electrical Engineering	\$6,552.87
Civil Engineering	\$40,036.25
Subtotal	\$80,087.02
NMGRT @ 8%	\$6,406.96
Total	\$86,493.98

Attachments: Attachment A – 2024 CES Billable Rate Table
Attachment B – Lump Sum Fee Breakdown Using Approved CES Billing Rate Table

C. All other terms and conditions of the original agreement shall remain in full force and effect.

Effect on Schedule: No current effect on schedule

By signing below, the parties agree and affirm that each has reviewed and understands the provisions set out above and that each party shall be bound by each and all of said provisions. A copy of this agreement shall serve and may be relied upon as an original.

Stantec Architecture Inc.

Quay County

Mike Williams, Principal
Print Name and Title

Daniel Zamora, Quay County Manager
Print Name and Title

Signature _____

Signature 

Date Signed: _____

Date Signed: 2-24-25



2024
Approved Effective: 01/01/2024
CES Administrative Fee: 1.25%

Title	Level	CES Hourly Rates
Senior Level Management	Level 21	\$314.89
Senior Level Management	Level 20	\$302.74
Senior Level Management	Level 19	\$290.59
Principal	Level 18	\$281.48
Senior Engineer	Level 18	\$281.48
Senior Project Manager	Level 18	\$281.48
Senior Project Manager	Level 17	\$275.40
Senior Principal	Level 18	\$266.29
Senior Transportation Engineer	Level 18	\$266.29
Principal	Level 15	\$233.89
Senior Engineer	Level 15	\$233.89
Senior Project Manager	Level 15	\$233.89
Senior Project Manager	Level 14	\$207.56
Senior Engineer	Level 14	\$207.56
Senior Transportation Engineer	Level 14	\$207.56
Senior Hydraulic Engineer	Level 14	\$207.56
Client Service Manager	Level 14	\$207.56
Senior Project Engineer	Level 13	\$198.45
Senior Project Manager	Level 13	\$198.45
Client Manager	Level 13	\$198.45
Project Manager	Level 12	\$189.34
Senior Engineer	Level 12	\$189.34
Project Engineer	Level 12	\$189.34
Senior Civil Designer	Level 12	\$189.34
Grant Specialist	Level 11	\$183.26
Senior Project Manager	Level 11	\$183.26
Senior Civil Designer	Level 11	\$183.26
Project Engineer	Level 11	\$183.26
Public Relations Specialist	Level 11	\$183.26
Project Manager	Level 10	\$171.11
Project Engineer	Level 10	\$171.11
Civil Designer	Level 10	\$171.11
Construction Observer	Level 10	\$171.11
Senior Civil Designer	Level 09	\$165.04
Civil Engineer	Level 09	\$165.04
Civil Designer	Level 09	\$165.04
Engineering Technician	Level 09	\$165.04
CAD Technician	Level 09	\$165.04
Construction Observer	Level 09	\$165.04
Administrative Manager	Level 09	\$165.04
Civil Engineer	Level 08	\$153.90
Civil Designer	Level 08	\$153.90
Survey Technician	Level 08	\$153.90
CAD Technician	Level 08	\$153.90
Project Manager Assistant	Level 08	\$153.90
Construction Observer	Level 08	\$153.90
Civil Designer	Level 07	\$147.83
Office Administrator	Level 07	\$147.83
Project Manager Assistant	Level 07	\$147.83
Construction Observer	Level 07	\$147.83
Civil Designer	Level 06	\$139.73
CAD Technician	Level 06	\$139.73
Construction Observer	Level 06	\$139.73
Project Manager Assistant	Level 06	\$139.73
Construction Observer	Level 05	\$134.66
CAD Technician	Level 05	\$134.66
Office Administrator/Administrative Assistant	Level 05	\$134.66
CAD Technician	Level 04	\$124.54
Administrative Assistant	Level 04	\$124.54
Administrative Assistant	Level 03	\$110.36

Reimbursable Expenses

Mileage	Current IRS Mileage Rate = \$0.67
All other reimbursable costs (including meals, travel, lodging, printing, courier, shipping, etc)	Cost plus 10%

Field Survey Crew Services:

1-Person Survey Crew	Regular Rate: \$125.00 per hour
2-Person Survey Crew	\$180.00 per hour
3-Person Survey Crew	\$225.00 per hour
4-Person Survey Crew	\$330.00 per hour

ARCHITECTURAL CONSTRUCTION DOCUMENTS FEE				
Personnel	CES Rate	CD-HRS	Amount	
Sr. Healthcare Planner	\$266.29	16 HRS	\$4,260.64	
Sr. Project Architect	\$198.45	20 HRS	\$3,969.00	
Project Manager	\$183.26	18 HRS	\$3,298.68	
Design Coordinator	\$147.83	32 HRS	\$4,730.56	
Specifications	\$189.34	42 HRS	\$7,952.28	
Admin Support	\$153.98	11 HRS	\$1,692.90	

139 HRS \$25,904.06

MECHANICAL AND PLUMBING ENGINEERING CONSTRUCTION DOCUMENTS FEE				
Personnel	CES Rate	CD-HRS	Amount	
Principal	\$233.89	4 HRS	\$935.56	
Senior Engineer	\$198.45	4 HRS	\$793.80	
Project Engineer	\$189.34	24 HRS	\$4,544.16	
CAD Technician	\$168.04	8 HRS	\$1,320.32	

40 HRS \$7,593.84

ELECTRICAL ENGINEERING CONSTRUCTION DOCUMENTS FEE				
Personnel	CES Rate	CD-HRS	Amount	
Principal	\$281.48	2 HRS	\$562.96	
Senior Engineer	\$233.89	5 HRS	\$1,169.45	
Senior Engineer	\$207.56	4 HRS	\$830.24	
Senior Engineer	\$189.34	1 HRS	\$189.34	
Project Engineer	\$183.26	4 HRS	\$733.04	
Project Engineer	\$171.11	16 HRS	\$2,737.76	
CAD Technician	\$165.04	2 HRS	\$330.08	

34 HRS \$6,552.87

CIVIL ENGINEERING SITE/CIVIL PACKAGE CONSTRUCTION DOCUMENTS FEE				
Personnel	CES Rate	CD-HRS	Amount	
Senior Principal	\$266.29	40 HRS	\$10,651.60	
Project Engineer	\$207.57	10 HRS	\$2,075.70	
EIT	\$153.90	89 HRS	\$13,620.15	
Designer	\$171.11	80 HRS	\$13,688.80	

253 HRS \$40,036.25

TOTAL FEE THROUGH SITE/CIVIL PACKAGE CONSTRUCTION DOCUMENTS			
DESIGN DISCIPLINE	DESIGN FEE AMOUNT	8% NMGR	TOTALS
Architectural Design Fee- Stantec	\$25,904.06	\$2,072.32	\$27,976.38
Mechanical and Plumbing Engineering Fee- Stantec	\$7,593.84	\$607.51	\$8,201.35
Electrical Engineering Fee- Stantec	\$6,552.87	\$524.23	\$7,077.10
Civil Engineering Fee- Stantec	\$40,036.25	\$3,202.90	\$43,239.15

\$80,087.02 \$6,406.96 \$86,493.98