



Quay County Government

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AGENDA REGULAR SESSION QUAY COUNTY BOARD OF COMMISSIONERS June 9, 2025

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session May 27, 2025

Approval/Amendment of Agenda

Public Comment

New Business

- I. **Jerri Rush, Quay County Commission Chair**
 - Recognition of Service for Donald Walker
 - Request Approval of Resolution No. 59 Respect Federal Immigration Law
- II. **Stephanie Newcomb, Quay County Family Health Center Administrator**
 - Presentation of April RPHCA Report
 - Request Approval of April Invoice
- III. **Connie Loveland, Tucumcari MainStreet Executive Director**
 - Request Approval of Capital Outlay Grant Agreement
- IV. **Warren Frost, Quay County Attorney**
 - Presentation of New Mexico State Police Museum
- V. **Ellen White, Quay County Chief Deputy Clerk**
 - Request for Approval of Resolution No. 58 Location of Polling Places (2025-2026)
- VI. **Jamie Lauders, TQRECC Director**
 - Presentation of First Reading of Ordinance No. 59
 - Request for Approval of TQRECC JPA
- VII. **Bill Kardokus, Quay County Emergency Manager**
 - Request Approval of Mitigation Grant Application (Road Design)
 - Request Approval of Thank You Letter to San Juan County
- VIII. **Adrian Jones, Quay County Grant/Asset Manager**
 - Request for Approval of Resolution No. 56 Disposition of Obsolete Fixed Assets
 - Request for Approval of Grant Agreement Quay County 24-ZI5131 (Hospital)



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Fee (No FieldTag Finance TotalFees found)

Quay County, NM Veronica Manley - County Clerk

Pages: 57



IX. Samantha Salas, Quay County Finance Director

- Request for Approval of **Payment Approval Report**
- Request Approval of **Resolution No. 60 Budgetary Adjustment to DWI Fund**

X. Daniel Zamora, Quay County Manager

- Presentation of **Road Update**
- Presentation of **Bladed Report**
- Presentation of **Manager's Report**
- Presentation of **May GRT**

XI. Commissioner's Comments

XII. Quay County Detention Center Site Visit

XIII. Request for Closed Executive Session

- Pursuant to Section 10-15-1(H) 2. The New Mexico Open Meetings Act to Discuss **Limited Personnel Matters**
- Pursuant to Section 10-15-1(H) 7. The New Mexico Open Meetings Act Pertaining to **Threatened or Pending Litigation**

XIV. Adjourn

Public Hearing

- **Development of Quay County Infrastructure/Capital Improvement Plan (ICIP)**

Public Hearing Adjourned

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

June 9, 2025

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 9th day of June, 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
Felicia Griggs, Quay County Administrative Assistant
Adrian Jones, Quay County Grant/Asset Manager
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
Jamie Luaders and Sharlene Liles, Quay County Dispatch
Darla Munsell, Quay County Roads Administrative Assistant
Mr. & Mrs. Steve Whittington
Cody Byrd and Ian Adams, District Two Fire Department
Donald Walker, Retiring Road Department Employee, and family
Stephanie Newcomb, Quay County/PMS Health Clinic Administrator
Warren Frost, Quay County Attorney
Ron Warnick, Quay County Sun
Connie Loveland, Tucumcari MainStreet Executive Director, via conference call

Jerri Rush, Commission Chair, 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 May 27, 2025, regular session minutes. MOTION carried with all members voting "aye".

A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to move the Public Hearing for the ICIP just prior to Item No. XI; Commissioners Comments. MOTION carried with all members voting "aye". Agenda approved as amended.

Public Comments:

NONE

NEW BUSINESS:

Chairwoman, Jerri Rush recognized Donald Walker, for his dedication and years of service to the Quay County Road Department.

Rush was scheduled to present Resolution No. 59; Federal Immigration Law, yet she requested it to be Tabled until more information is available. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to Table Action on Resolution No. 59. MOTION carried with all members voting "aye".

PMS Medical Services Director, Stephanie Newcomb presented the monthly RPHCA Report for April, along with the respective invoice. 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.

Connie Loveland, Tucumcari MainStreet Executive Director, requested approval of the Capital Outlay Grant Agreement. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve the Grant Agreement. MOTION carried with all members voting "aye". A copy is attached.

Warren Frost introduced Steve and Beverly Whittington. The trio presented the idea of a New Mexico State Police Museum to honor officers both fallen, retired and currently serving. The Whittington's have received a 401C3 Status and are requesting the Commissioners support the idea of either building a new facility on land the Whittingtons would donate or perhaps acquiring an existing building. The County could be the missing piece to the success of the project as they plan to request funding from the State for this project and would need a fiscal agent. The Commissioners voiced their support for the Museum and vowed to add it to the ICIP for the County so the Museum Foundation could apply for future funding.

Ellen White, Chief Deputy County Clerk, requested approval of Resolution No. 58; Establishing Polling Places and the Board of Registration for the years 2025-2026. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve said Resolution. MOTION carried with all members voting "aye". A copy is attached.

Jamie Luaders, Quay County Dispatch Administrator, along with Lucas Bugg, presented the first reading and draft Ordinance No. 59; Authorizing the Execution and Delivery of a Loan Agreement and Intercept Agreement by and Between Quay County, New Mexico (The "Governmental Unit") and The New Mexico Finance Authority (The "Finance Authority"), Evidencing a Special, Limited Obligation of the Governmental Unit to Pay a Principal Amount of \$1,296,134.00. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve the Draft for publication. MOTION carried with all members voting "aye".

Luaders presented the Joint Powers Agreement between Quay County, City of Tucumcari, Villages of Logan, San Jon and House for Dispatch Services. Luaders explained the fee chart to these entities. Manager Zamora requested a clause be added to the Agreement holding these entities liable for their portion of the DFA Loan, being applied for and described in the above Ordinance No. 59, before the County signs the document. Attorney Frost responded he would provide the necessary verbiage to accomplish that. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve the Agreement with the added language. MOTION carried with all members voting "aye". A copy will be attached to these minutes.

Bill Kardokus, Quay County Emergency Manager, requested approval of the following items:

- Mitigation Grant Application for the road designs totaling \$258,328.20. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve the Application. MOTION carried with all members voting “aye”. A copy is attached to these minutes along with the road list.
- Letter addressed to San Juan County for their donation of an Emergency Management Communications Trailer to Quay County Emergency Management. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve the letter of gratitude to San Juan County. MOTION carried with all members voting “aye”. A copy is attached.

Adrian Jones, Quay County Grant/Asset Manager, requested approval of the following items:

- Resolution No. 56; Granting the Disposition of Obsolete Fixed Assets. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve Resolution No. 56. MOTION carried with all members voting aye. A copy is attached.
- Requesting the Extension of Grant Agreement 24-ZI5131 from House Bill 2 appropriating \$10,000,000.00 for the hospital project. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve the Grant Extension Agreement. MOTION carried with all members voting “aye”. A copy is attached.

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

- Approval of Accounts Payable for the time period ending June 5, 2025. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve Accounts Payable. MOTION carried with all members voting “aye”.
- Resolution No. 60 Budgetary Adjustment to DWI. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve. MOTION carried with all members voting “aye”. A copy is attached.

Daniel Zamora, Quay County Manager, presented the following items on behalf of the Road Department:

- Blade Reports were distributed
- The Engineer provided an update on the design phase for Bridge 1042 and Quay Road AR and will continue to provide updates monthly. A meeting is scheduled next week with the Engineers and DOT to make sure there are no issues.
- The crew is still planning to address Dean Hodge’s concern.

County Manager Update by Daniel Zamora:

- Distributed the GRT Report.
- Budget process is ongoing

Commissioners’ Comments: NONE

Chairwoman Rush called the Public Hearing portion of this meeting to order for discussion of the 2025-2026 Infrastructure and Capital Improvement Plan. Time Noted: 9:50 a.m.

Return to regular session. Time Noted 10:20 a.m.

A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to go into Executive Session pursuant to the following item(s):

- Section 10-15-2(H)2; NM Open Meetings Act to Discuss Limited Personnel Matters.
- Section 10-15-1(H)7; Pertaining to Threatened or Pending Litigation.

THE MOTION carried with Rush voting "aye". Dowell voting "aye" and Fortner voting "aye".

Time noted 10:30 a.m.

---Executive Session---

Return to regular session at 12:40 p.m. No Action Taken

The Commissioners made a site visit at the Quay County Detention Center.

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 1:15 p.m.

Respectfully submitted by Ellen White.

BOARD OF QUAY COUNTY COMMISSIONERS



Jerri Rush
Jerri Rush, Chairwoman

Brian Fortner
Brian Fortner, Member

Dallas Dowell
Dallas Dowell, Member

ATTEST:

Veronica Manley
Veronica Manley, County Clerk

Organization Name: Presbyterian Medical Services		Contract #: 2566520050000100	
Reporting Site: Quay CO FHC		# of Clinics: Month: April	
Action Plan Item		Actual Monthly Level	
Level of Operations	Total Number of Primary Care Encounters		345
	By Provider Type:		
	Physician Encounters		
	Midlevel Practitioner Encounters		345
	Dentist Encounters		
	Dental Hygienist Encounters		
	Behavioral Health Encounters		
	All Other Licensed/Certified Provider Encounters		
	By Payment Source:		
	Sliding Fee Encounters-Medical		31
	Sliding Fee Encounters - Dental		
	Sliding Fee Encounters - Behavioral Health		
	Medicaid Encounters - Medical		117
	Medicaid Encounters - Dental		
	Medicaid Encounters - Behavioral Health		
	County Indigent Encounters		
Other 3 rd Party Encounters		109	
Medicare Encounters		84	
100% Self Pay (non-discounted/non-3 rd party)		4	
Unduplicated Number of Users	Total # of unduplicated users		62
	Below 100% Poverty		26
	Between 100% and 200% of Poverty		34
	Above 201% of Poverty		2
	Unknown		
Staffing Level			Clinical 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>		
	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:		

Prepared by:	K. Greg Smith	Date:	5/9/2025
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**STATE OF NEW MEXICO
DEPARTMENT OF ECONOMIC DEVELOPMENT
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this 3rd day of June, 2025, by and between the ECONOMIC DEVELOPMENT DEPARTMENT, hereinafter called the “Department” or abbreviation such as “EDD”, and QUAY COUNTY in partnership with and for the benefit of TUCUMCARI MAINSTREET, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2024, Chapter 66, Section 14, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, the Department has the authority to enter into grant agreements for the expenditure of legislative appropriations, as per Laws 2024, Chapter 66, Section 14 and NMSA 1978, § 9-15-7 (2022).

AGREEMENT

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

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

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

A24-I2081 **\$10,000,000.00**

APPROPRIATION REVERSION DATE: 30-JUN-2028

Laws of 2024, Chapter 66, Section 14, ten million dollars (\$10,000,000.00), from the General Fund 93100 to plan, design, construct, furnish and equip improvements to downtown mainstreet and arts and cultural districts.

The Grantee’s total reimbursements shall not exceed one million, seven hundred thousand dollars (\$1,700,000.00) (the “Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP amount”)¹, if applicable, zero dollars (\$0), which equals one million, seven hundred thousand dollars (\$1,700,000.00) (the “Adjusted Appropriation Amount”).

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

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

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

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

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

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

- (vi) The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and

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

the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: _____
 Name: _____
 Title: _____
 Address: _____
 Email: _____
 Telephone: _____

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

Grantee: _____
 Name: _____
 Title: _____
 Address: _____
 Email: _____
 Telephone: _____

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

Department: Economic Development Department
 Name: Danielle Maestas
 Title: Contracts and Grants Coordinator
 Address: EDD/MainStreet, PO Box 20003, Santa Fe, NM 87504-5003
 Email: Danielle.Maestas@edd.nm.gov
 Telephone: (505) 469-4558

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

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

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

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

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

C. Deadlines

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

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

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

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

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Quay County Government
Entity Name

Terri Rush
Signature of Official with Authority to Bind Grantee

By: Terri Rush
(Print Name)

Its: Quay County Chair
(Title)

6-9-2025
Date

Signature of MainStreet President

By: _____
(Type or Print Name)

Date

ECONOMIC DEVELOPMENT DEPARTMENT

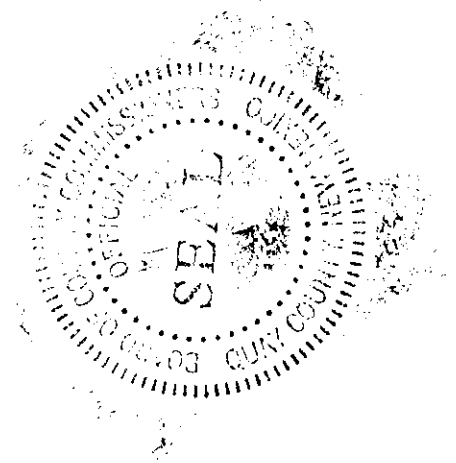
By: _____

Its: Cabinet Secretary or Designee

Date

By: _____
Legal Counsel- Certifying legal sufficiency

Date



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

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]

FROM: Grantee: [_____]

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [_____]

Grant Termination Date: [_____]

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

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

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

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

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

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

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

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

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

Exhibit 2 – Notice of Obligation

**ATTACHMENT A
PROJECT DESCRIPTION & SCOPE OF WORK**

Name of Grantee(s): Quay County in partnership with and for the benefit of Tucumcari MainStreet

Grant Amount: \$1,700,000.00. Matching requirements will be met with the City's \$355,000 investment into the remediation of the Princess Theater, \$1,483,319 in recent public infrastructure investments into the Great Blocks area, and \$51,318 in in-kind support to the project.

Project Name: Great Blocks on MainStreet: Phase 2

Project Description: Project funds will be used to design and construct, Phase Two of the project that will encompass two blocks on Main Street between First and Second Streets.

Project Reporting:

In lieu of the database reporting requirements in "*ARTICLE VIII. REPORTS A. Database Reporting*" set forth by the Department of Finance Administration, the grantee will be required to submit project quarterly reports directly to the New Mexico MainStreet Program Coordinator and Contracts & Grants Coordinator. NMMS staff will update the DFA Reporting Database. See Exhibit 3 for a sample copy of this report. Quarterly Report deadlines are as follows: March 15th, June 15th, September 15th and December 15th. The grantee hereby acknowledges that failure to perform and/or certify updates to the above personnel will delay or potentially jeopardize the reimbursement of funds.



FY 2025-2026 Resolution No. 58
Designating the Location of Polling Places
for all Statewide Elections Conducted in 2025 and 2026
and
Appointing the Board of Registration Members for the County

WHEREAS, pursuant to the New Mexico Statutes Annotated 1978, Section 1-3-2 & 1-3-8 (as amended by SB180) in June or July of 2025 the Board of County Commissioners by resolution shall designate the location of election day polling places in the county for the conduct of any statewide election conducted in calendar years 2025 and 2026, and

WHEREAS, pursuant to NMSA 1978, Section 1-4-34 (as amended by SB180) the Board of County Commissioners shall at a meeting in June or July of 2025, appoint the Board of Registration for the County who, pursuant to NMSA 1978, Section 1-4-37, shall serve a term from July 1, 2025 through June 30, 2026.

WHEREAS, the Board of County Commissioners finds that each polling place designated in this resolution complies with the provisions of NMSA 1978, Section 1-3-7, titled Polling Places; and

WHEREAS, the Board of County Commissioners finds that the Voting Convenience Centers created by this resolution will make voting more convenient and accessible to voters of the consolidated precinct, will not result in delays in the voting process, and are centrally located within each consolidated precinct; and further that the Voter Convenience Centers created by this Resolution along with any Early Voting locations which the County Clerk determines to maintain open on Election Day as additional Voter Convenience Centers all meet the requirements of Subsections B and C of NMSA 1978, Section 1-3-4 and will be available to voters of any precinct in the county to cast a vote at any Election Day Voting Convenience Center; and

WHEREAS, the Board of County Commissioners finds that that each polling place provides individuals with physical mobility limitations unobstructed access to at least one voting machine; and

WHEREAS, this Resolution is subject to amendment should there be precinct boundary adjustments once the final results of the 2030 Decennial Census are received by New Mexico from the Census Bureau; and

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners designates the election day polling locations for any Statewide Election to be conducted in 2025 and 2026 as follows:

<u>Precinct Numbers</u>	<u>Location & Address</u>
-------------------------	-------------------------------

Voter Convenience Centers (VCC):

Precinct 1 –	House Community/Senior Citizens Center – 110 South Apple Street, House, NM
Precinct 2 –	Forrest Fire Station – 209 State Highway 210, Forrest, NM
Precinct 3 –	San Jon City Community Center – 2357 State Highway 469, San Jon, NM

Precinct 4 - Nara Visa Community Center, 950 Bell Street, Nara Visa NM

Precinct 5 - Logan Civic Center - 100 North Second Street, Logan, NM

Precinct 6-12- Tucumcari Convention Center - 1500 West Route 66 Blvd., Tucumcari, NM

Precinct 13 - Absentee - Quay County Courthouse - 301 South Third St., Tucumcari, NM

Precinct 14 - Early - Quay County Courthouse - 301 South Third St., Tucumcari, NM

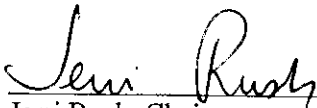
NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of County Commissioners designates the County Board of Registration to serve as the County Canvassing Board for the county for any Statewide or Special Election conducted within the county in calendar years 2025 and 2026.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of County Commissioners hereby appoints the following three voters, who meet the qualifications of Subsection B of NMSA 1978, Section 1-4-34 to serve as the Board of Registration for the county from July 1, 2025 through June 30, 2026:

Democrat - Kaylene Jones, Chairman
Democrat - Betty Munoz, Member
Republican - Eleanor I. Lopez, Member
Democrat - Lesa Salvador, Alternate
Republican - Donald Adams, Alternate

PASSED, APPROVED, and ADOPTED this 9th day of June, 2025.


QUAY BOARD OF COUNTY COMMISSIONERS:


Jerri Rush, Chairman


Brian Fortner, Member


Dallas Dowell, Member

ATTEST


Veronica Manley, County Clerk

SEAL

**City of Tucumcari - Quay County - Village of Logan - Village of
San Jon - Village of House
Joint Powers Agreement
Governing the Tucumcari/Quay Regional Emergency
Communications Center**

THIS AMENDED JOINT POWERS AGREEMENT is entered into by and between the City of Tucumcari, a New Mexico municipal corporation ("Tucumcari"), Quay County, a political subdivision of the State of New Mexico ("Quay"), the Village of Logan, a municipal corporation ("Logan"), the Village of San Jon, a municipal corporation ("San Jon") and the Village of House, a municipal corporation ("House").

RECITALS

1. It is in the best interests of Tucumcari, Quay, Logan, San Jon, and House to combine public safety communications dispatch functions in order to provide more efficient and responsive communications; and
2. Pursuant to the Joint Powers Agreements Act, NMSA 1978, Sections 11-1-1 through 11-1-7, Tucumcari, Quay, Logan, San Jon, and House are explicitly authorized to enter into a Joint Powers Agreement (hereinafter "JPA") to establish and govern a separate agency to possess and exercise common powers of the parties, which agency shall be a joint communications center known as the Tucumcari/Quay Regional Emergency Communications Center (TQRECC); and
3. Each party has agreed to make annual financial contributions as set forth in this agreement to operate TQRECC; based on the revenue from the County Emergency Communications GRT minus 10% for Capital Improvements, to be reviewed annually in the third quarter of the fiscal year. To be included is a breakdown of each entity's contributions and costs. The County will deposit and hold the County Emergency Communication GRT in a separate fund and serve as the fiscal agent.

NOW THEREFORE, in consideration of the mutual benefits that will accrue to Tucumcari, Quay, Logan, San Jon, and House and the residents thereof, the parties agree as follows:

PURPOSES

The purposes of this Joint Powers Agreement are to define the terms and conditions for operating, administering and maintaining a joint enhanced 911 Regional Emergency Communications Center; to provide emergency telephone access for the citizens of the Municipalities and County; to obtain needed emergency services including fire, EMS and law enforcement services; and to provide for the emergency communications needs of the public safety agencies of the Municipalities and County. Communications services to be provided for each party through TQRECC shall include any independent contractor retained by any party to provide emergency response services.

I. THE TQRECC BOARD. TQRECC shall be governed by a Board of Directors (hereinafter "the TQRECC Board" or the "Board").

A. Membership. The TQRECC Board shall have nine (9) voting members. The voting members will be designated yearly in January by each entity.

1. One (1) member and a designated alternate member shall be appointed by the Tucumcari City Commission.
2. One (1) member and a designated alternate member shall be appointed by the Quay County Board of Commissioners.
3. The Tucumcari Police Chief shall be a member and shall designate an alternate member.
4. The Quay County Sheriff shall be a member and shall designate an alternate member.
5. The Tucumcari Fire Chief shall be a member and shall designate an alternate member.
6. The Quay County Fire Marshal shall be a member and shall designate an alternate member.
7. One (1) member and a designated alternate shall be appointed by the Commission for the Village of Logan.
8. One (1) member and a designated alternate shall be appointed by the Commission for the Village of San Jon.
9. One (1) member and a designated alternate member shall be appointed by the Commission for the Village of House.

B. Powers and Duties. The TQRECC Board shall oversee all aspects of the operation of TQRECC consistent with the requirements and limitations herein.

1. Conduct of Business.

a. Meetings. All meetings of the TQRECC Board shall be held in compliance with the New Mexico Open Meetings Act. The Board shall meet on at least a quarterly basis and shall elect at least a Chairperson and a Vice-Chairperson and issue a statement of reasonable notice in compliance with the New Mexico Open Meetings Act, on at least an annual basis.

b. Quorum. A majority of the Board, including any designated alternate member attending in the absence of a member, shall constitute a

quorum and shall have the authority to conduct the business of the Board.

c. Voting. Designated alternate members shall be entitled to vote only in the absence of the primary named member; a representative of the member who is not the designated alternate shall be allowed to participate in debate in the absence of the member and designated alternate but shall not be entitled to vote as a member of the TQRECC Board. The TQRECC Chairman is a voting member of the Board.

d. By-laws. The Board shall enact By-laws, which must be approved by a 2/3 majority of a quorum of the Board after all Board members have received thirty (30) day notice of the time and place of the meeting, and that the By-laws will be considered for adoption or amendment. The TQRECC Board shall have the authority to replace the Chair or Vice-Chair upon a 2/3 vote of the quorum present. The By-laws shall address election of officers and otherwise regulate the conduct of business of the Board and may include any provisions not inconsistent with this JPA and the Open Meetings Act.

2. Financial Management. The TQRECC Board shall assure proper management and control over the finances and property belonging to TQRECC according to DFA.

a. Annual Submittals. On an annual basis, the TQRECC Board shall approve and submit the following to each party to this JPA:

- i. A financial statement audit performed by an independent certified public accountant selected by the fiscal agent, setting forth information including but not limited to revenues received and their sources, expenditures, and obligations incurred and unpaid during the reporting period; and
- ii. An inventory of equipment, real and personal property held or owned by TQRECC; and
- iii. A recommended budget for the following fiscal year, which shall be submitted prior to the earliest budget request deadline, set by either Tucumcari or Quay for internal department budget proposals.

b. Insurance. The TQRECC Board shall assure that all appropriate insurance coverage is procured for the activities of TQRECC, and the TQRECC Board (where appropriate), including but not limited to: Workman's Compensation Insurance, General Liability Insurance,

Unemployment Insurance and Property Insurance. All coverages shall comply with statutory requirements to insure all liabilities under the New Mexico Tort Claims Act, and shall also include coverage for civil rights claims.

c. Contracts. The TQRECC Board shall have the authority to authorize the TQRECC Director to sign contracts with public or private entities consistent with the actions and policies of the TQRECC Board, the approved budget for TQRECC, and applicable fiscal agent Procurement Code requirements.

3. Operations Management. The TQRECC Board shall establish rules and regulations for the conduct of business by TQRECC, including but not limited to promulgation of administrative personnel regulations. The Board shall approve and set the compensation plan for all TQRECC personnel. Employees of TQRECC shall technically be employees of the County of Quay for payroll and P.E.R.A. (Public Employee Retirement Association) purposes, they shall be subject to the County's personnel regulations and personnel regulations adopted by the TQRECC Board.

a. Supervision of the TQRECC Director. The TQRECC Board shall hire and supervise a Director of TQRECC, who shall be responsible for the day-to-day operations of TQRECC, and shall attend all TQRECC Board meetings whenever possible, and shall send an alternate when unable to attend. Members of the Board shall not be involved in the day-to-day operations of TQRECC except as outlined herein.

b. Duties of the Director. The Director of TQRECC shall oversee the day-to-day operations of TQRECC. Consistent with decisions, policies, and direction of the TQRECC Board, the Director's administrative and supervisory responsibilities shall include but not be limited to:

- i. Planning, directing and controlling the operations of TQRECC.
- ii. Hiring, training, and supervising all TQRECC personnel;
- iii. Assigning and scheduling personnel; Disciplining all personnel, including firing personnel with Board approval;
- iv. Maintaining a liaison with all agencies utilizing the communications system;
- v. Reporting to the Board on the operations of TQRECC.

- vi. Seeking out additional sources of revenue for TQRECC, and administering any grants accepted by the TQRECC Board.
 - vii. The Director of TQRECC must be a certified dispatcher or acquire certification within one (1) year of assuming the position.
- c. TQRECC Chair as Liaison. The Chairperson of the TQRECC Board shall be the primary liaison between the TQRECC Board and the Director of TQRECC and shall have the authority to give direction to the TQRECC Director when needed prior to the next regularly scheduled meeting of the TQRECC Board. The Chairperson and the Director shall have a duty to report to the Board at its next meeting regarding any significant issues addressed by the Chair and the Director. The Vice-Chairperson shall have such authority and duty if the Chairperson is not available when needed by the TQRECC Director.
- d. Board Authority. The TQRECC Board shall have the authority to override any policy or other decisions made by the TQRECC Director, regardless of any initial direction which may have been provided by the Chairperson or Vice-Chairperson.

II. SUBCOMMITTEES. The TQRECC Board shall have the right to create subcommittees as needed from time to time to carry out the duties of the TQRECC Board, for whatever time period deemed appropriate by the Board.

III. FINANCIAL CONTRIBUTIONS. The financial contribution amounts required from the parties under this JPA shall be required in the event that incoming Gross Receipts Tax is not sufficient to cover operational costs, and shall be in addition to in-kind services to be provided under this JPA, such as fiscal agent services to be provided by Quay County or any other in-kind services or contributions the parties may choose to provide. Contributions shall be revisited on a triennial basis. Contributions shall be revisited every three (3) years to account for changes in leadership, population, and call volume. Contributions include a base rate of \$1,000, \$2,000 and \$3,000, as well as a percentage based on call volume. A base rate has been established to create buy-in of all parties involved. We recognize that each party does not have the same amount of end use, so a three-tiered system was established with the smallest use having a base of \$1000, the medium use with a base of \$2000 and the largest with a base of \$3000 based off of population and call volume

A. Tucumcari.

Tucumcari shall contribute the base rate of three thousand (\$3,000) dollars and sixty-eight Percent (68%) of the net operating budget of TQRECC for each fiscal year.

TQRECC JPA

B. Quay County

Quay County shall contribute the base rate of two thousand (\$2,000) dollars and sixteen Percent (16%) of the net operating budget of TQRECC for each fiscal year.

C. Logan.

The contributions to the TQRECC budget for Logan shall contribute the base rate of two thousand (\$2,000) dollars and fourteen Percent (14%) of the net operating budget of TQRECC for each fiscal year.

D. San Jon

The contributions to the TQRECC budget for San Jon shall contribute the base rate of one thousand (\$1,000) dollars and one Percent (1%) of the net operating budget of TQRECC for each fiscal year

E. House

The contributions to the TQRECC budget for House shall contribute the base rate of one thousand (\$1,000) dollars and one Percent (1%) of the net operating budget of TQRECC for each fiscal year

F. Services for Other Entities.

Any other potential contributor will be charged an amount as established by the TQRECC Board in considering the contract to provide communications services. This shall include, but not be limited to, Harding County and San Miguel County.

G. Budget Procedures.

Tucumcari and Quay shall consider the budget recommended by the TQRECC Board and shall notify the Director of TQRECC no later than May 31st if the party has not included its share of the TQRECC budget proposed by the Board in the preliminary budget submitted by that party to the Department of Finance and Administration for the upcoming fiscal year. Neither Tucumcari nor Quay shall refuse to include its share of the budget proposed by TQRECC in its preliminary and final budgets if the proposed budget is equal to or less than the budget for TQRECC for the previous fiscal year unless the governing bodies of both Tucumcari and Quay agree to so reduce the TQRECC budget.

H. Net Operating Budget

The net operating budget will be the total operating budget minus the County Emergency Communications GRT contributions and minus contracted contributions for other entities.

I. Payment of Contributions.

Tucumcari will pay monthly 1/12th of their respective requested annual contributions the first day of each month. Quay, San Jon and House will pay annually and will be due by July 31st of each year. Logan will pay quarterly, at the end of September, December, March and June.

J. Late Payment of Contributions.

Contribution payments made thirty or more days after the due date will be subject to a late fee. The late fee will be determined by the TQRECC Board annually based on the prevailing late fee in use by the fiscal agent.

K. Use of Excess Funds.

Any excess funds at the end of the fiscal year shall be carried over to the next year as reserve unless allocated as determined by the TQRECC Board

IV. FISCAL AGENT. Quay County shall operate as the fiscal agent for TQRECC. The duties of the fiscal agent shall be as follows.

A. Financial Operations.

1. The fiscal agent shall bill and collect all revenues from the parties of this agreement for and on behalf of TQRECC at the precise times and in the amounts as determined through the procedures in Article III herein.
2. The fiscal agent will maintain separate accounting designated specifically for TQRECC revenue and operational accounts and related budgets.
3. The fiscal agent shall make all revenue or budget transfers and all disbursements for TQRECC, as directed by the TQRECC Director or his/her designee consistent with authority granted by the TQRECC Board.

4. The fiscal agent may charge monthly interest, not to exceed the highest rate allowed by law that accrues when TQRECC operations result in a negative cash position based upon completely updated transaction processing.
5. The fiscal agent shall not allow any department of the fiscal agent to charge against any account unless the department submits an invoice with supporting documentation to be approved by the TQRECC Director or Board, consistent with policies and procedures established by the TQRECC Board and the TQRECC Director and the State Procurement Code.
6. The fiscal agent shall be responsible for preparing financial reports for TQRECC on an annual basis and as may be requested by the TQRECC Board from time to time, and for presenting the reports to the TQRECC Board for review and approval.
7. The fiscal agent shall strictly account for all receipts and disbursements made pursuant to this JPA, in accordance with the State Procurement Code and all other applicable laws and regulations.
8. The fiscal agent will provide procurement services for TQRECC in accordance with the State Procurement Code, consistent with New Mexico law.
9. The fiscal agent shall account for all transactions on behalf of TQRECC, including those related to fixed assets, to provide for internal controls relating to the acquisition and disposal of fixed assets and proper recording of all liabilities.
10. The fiscal agent shall provide all necessary accounting records sufficient to facilitate a "stand alone" financial statement. The TQRECC financial statements shall be audited by an independent CPA selected by Quay County and all applicable reports shall be included in the annual audited financial statements referred to in II.B.2.a (i) "Annual Submittals". Such audits shall be performed in accordance with Governmental Audit Standards. The audit may be performed in conjunction with the Quay County annual audit as required by Office of the State Auditor.

B. Personnel Administration.

1. The fiscal agent will house all personnel files of TQRECC employees, and TQRECC staff, and shall be responsible for providing updated personnel documentation to the County to maintain personnel files.

2. The fiscal agent will provide human resource in-processing and maintenance for TQRECC employees' payroll system, based upon the payroll data provided by the TQRECC Director.
3. The fiscal agent shall be reimbursed actual cost of administration.

C. Limitations on Duties. The fiscal agent shall only be required to provide the services described herein, which shall not include:

1. Training services;
2. Maintenance services not critical to the operations of TQRECC.

V. TQRECC FACILITIES. Tucumcari shall continue to provide space, utilities, and janitorial services for TQRECC, consistent with Tucumcari policies and procedures for providing space and services for Tucumcari entities. The City of Tucumcari will be reimbursed for the cost of providing these services.

VI. TERM OF AGREEMENT. This JPA shall be perpetual unless terminated as hereinafter provided.

A. Termination. If Tucumcari or Quay desires to terminate participation in this JPA, the party may do so only by providing written notice to the other parties at least one (1) year prior to the date of the proposed termination. If Logan, San Jon, or House desires to terminate participation in this JPA, the entity may do so by providing ninety (90) days written notice to the other parties. No member shall be able to avoid liability for its portion of any loan taken out by the Tucumcari Quay regional Emergency Communications Center during member's time as a member of TQRECC. If Logan, San Jon, or House terminates participation in this JPA, the terms of this JPA shall continue in force as between the remaining parties. If Tucumcari or Quay terminates participation in this JPA, the operations of TQRECC shall be discontinued upon the expiration of the termination period, unless a new JPA has been approved by the remaining parties and DFA prior to that time.

B. Terminating participation in the TQRECC JPA. Terminating participation in this JPA does not absolve the member's responsibility for any loans approved during member's membership within the JPA. Each member's liability for loans shall continue until the loan is paid in full

C. Ownership and Distribution of Property. All personal property previously owned by Tucumcari, Quay, Logan, San Jon or House for use in their individual dispatch centers and transferred to the possession of TQRECC shall become the personal property of TQRECC. TQRECC shall prepare a detailed inventory of all such equipment showing former ownership. This inventory shall be reviewed and approved by Tucumcari, Quay,

Logan, and San Jon or House. TQRECC shall be responsible for inventorying this property with its own identification or property number and insuring said property to the extent necessary. Upon termination of this JPA, all real or personal property contributed by the parties shall be returned to the respective party that contributed such property and any all surplus real or personal property or any surplus money accrued by TQRECC pursuant to this JPA shall be returned to Tucumcari, Quay, Logan, and San Jon or House, in proportion to the most recent budgetary contribution percentages applicable herein.

VII. SEVERABILITY OF PROVISIONS. If any provision of this JPA is held invalid, the remainder of this JPA shall not be affected thereby and such remainder would constitute the JPA and TQRECC would continue to operate under the remaining provisions, unless the provision held invalid was such as to make the fulfillment of the purpose of this JPA impossible or impracticable.

VIII. TORT CLAIMS ACT. By entering into this Agreement, Tucumcari, Quay, Logan, San Jon, or House and their "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978, "41-4-1 et seq., do not waive sovereign immunity, or any defense or limitation of liability pursuant to law. No provision in this JPA modifies or waives any provision of the New Mexico Tort Claims Act.

IX. EFFECTIVE DATE AND AMENDMENTS. This Agreement shall not be effective until approved by the Board of Commissioners for Quay County, the City Commission for the City of Tucumcari, the Board of Commissioners for the Village of Logan, the Board of Commissioners for the Village of San Jon, the Board of Commissioners for the Village of House, and the Department of Finance and Administration of the State of New Mexico (DFA). This Agreement cannot be amended except in writing signed by all of the parties to this JPA and approved by DFA.

X. EXECUTION. This JPA shall be executed in six (6) originals.

XII. ENTIRE AGREEMENT AND REPEAL. This agreement contains the entire understanding of the parties and no oral promise or agreement made by any party hereto is valid and binding unless incorporated herein. Any and all agreements made by any of the parties prior to this JPA relating to TQRECC be and the same are hereby repealed and held for naught.

XIII. LIABILITY PROVISION. No party to this JPA shall be responsible for liability incurred as a result of any other party's acts or omissions in connection with this JPA. Any liability incurred in connection with this JPA is subject to the immunities and limitations of the New Mexico Tort Claims Act. Each party shall be solely responsible for any liability as a result of its own willful acts, gross negligence, or negligence, or that of its officers, directors, agents, employees, servants, representatives, consultants, or contractors, subject to the immunities and limitations of the New Mexico Tort Claims Act.

IN WITNESS WHEREOF the parties have executed this Agreement as the dates documented below.

CITY OF TUCUMCARI:



Barker C. Gentry
MAYOR

DATE: 06-26-25

ATTEST:

Angelica M. Gray
CITY CLERK

VILLAGE OF LOGAN:


B. B. B.
MAYOR

DATE: 6-16-2025

ATTEST:

Paula Packer
VILLAGE CLERK

VILLAGE OF HOUSE:

Rodger Smith
MAYOR PRO TEM

DATE: 6-17-25

ATTEST:

Sam Miller
VILLAGE CLERK

QUAY COUNTY:

Levi Pugh
CHAIR COUNTY COMMISSION

DATE: 7-14-25

ATTEST:

Thomas Manley
COUNTY CLERK

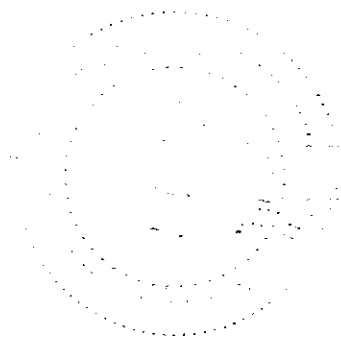
VILLAGE OF SAN JON:

Bruce Barnard
MAYOR

DATE: 7-8-2025

ATTEST:

Cynthia Lee
VILLAGE CLERK



TQRECC JPA

APPROVED AS TO FORM:

COUNTY ATTORNEY

**THIS AGREEMENT HAS BEEN
APPROVED BY:**

**STATE OF NEW MEXICO
DEPARTMENT OF
FINANCE & ADMINISTRATION**

BY:

DATE:



Quay County Government

300 South Third Street, Tucumcari, NM 88401

Post Office Box 1246

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

6/3/2025

Quay County

300 South Third St

Tucumcari, NM 88401

Re: Sub-application Funding Match Commitment Letter – HMGP 4652-0035

Dear State Hazard Mitigation Officer:

As part of the Hazard Mitigation Grant Program, a local funding match of at least 25% is required for DR-4652. This letter serves as Quay County's commitment to meet the local match fund requirements for the Hazard Mitigation Grant Program (HMGP).

SOURCE OF NON-FEDERAL FUNDS:

LOCAL AGENCY FUNDING

OTHER AGENCY FUNDING

PRIVATE NON-PROFIT FUNDING

STATE AGENCY FUNDING



NAME OF FUNDING SOURCE:

County General Fund

FUNDS AVAILABILITY DATE:

July 1, 2025

PROVIDE EXACT MONTH/DATE/YEAR OF AVAILABILITY OF FUNDS

FEDERAL SHARE AMOUNT REQUESTED:

\$258,984.60

MUST MATCH \$ AMOUNT PROVIDED IN SUBAPPLICATION

LOCAL SHARE AMOUNT MATCH:

\$86,328.20

MUST EQUAL A MINIMUM OF THE 10% FEDERAL SHARE REQUESTED

FUNDING TYPE:

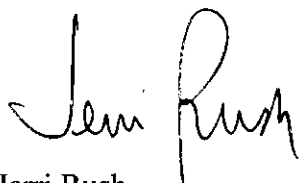
Cash

EXAMPLES: ADMINISTRATION, CASH, CONSULTING FEES, ENGINEERING FEES, FORCE ACCOUNT LABOR, AGENCY PERSONNEL, PROGRAM INCOME, ETC.

If additional federal funds are requested, an additional local match fund commitment letter will be required.

Please contact Bill Kardokus (bill.kardokus@quaycounty-nm.gov ; 575-461-8535 with questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerri Rush". The signature is fluid and cursive, with the first name "Jerri" and last name "Rush" clearly distinguishable.

Jerri Rush

County Commission Chairperson

575-799-8214

Jerri.rush@quaycounty-nm.gov

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

05/05/2025

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:** Quay County, New Mexico

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

85-6000238

*** c. UEI:**

KSD3WG8582Z4

d. Address:

*** Street1:** 300 South Third St

Street2:

*** City:** Tucumcari

County/Parish:

*** State:** NM: New Mexico

Province:

*** Country:** USA: UNITED STATES

*** Zip / Postal Code:** 88401

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Bill

Middle Name:

*** Last Name:** Kardokus

Suffix:

Title: Emergency Manager

Organizational Affiliation:

*** Telephone Number:** 575-461-8535

Fax Number:

*** Email:** bill.kardokus@quaycounty-nm.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

FEMA

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

DR-4652-NM

* Title:

Hazard Mitigation Grant Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Quay County Roads Infrastructure Advanced Assistance Project

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="258,984.60"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text" value="86,328.20"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="345,312.80"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

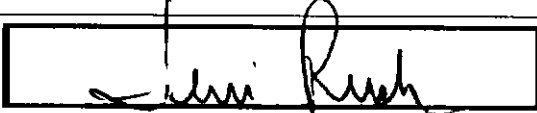
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
Quay County	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Jerri"/> Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Rush"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="County Commission Chairperson"/>	
* SIGNATURE: 	* DATE: <input type="text" value="6-9-23"/>

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

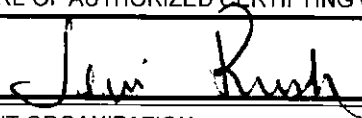
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE County Commission Chairperson
APPLICANT ORGANIZATION Quay County	DATE SUBMITTED 6-9-25



Quay County Government

300 South Third Street, Tucumcari, NM 88401

Post Office Box 1246

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

6/3/2025

Quay County

300 South Third St

Tucumcari, NM 88401

Ali Rye, Deputy Secretary

DHSEM

P.O. Box 27111

Santa Fe, NM 87502

Re: Request for Extraordinary Circumstances Consideration – HMGP Application 4652-0035 Quay County Roads Infrastructure Advanced Assistance Application

Dear Ms. Rye:

On behalf of Quay County, I respectfully submit this request for consideration of extraordinary circumstances that have prevented our community from maintaining an approved Hazard Mitigation Plan (HMP). We are seeking immediate project funding through FEMA's Hazard Mitigation Grant Program (HMGP) to address critical vulnerabilities, with a formal commitment to complete and adopt a comprehensive HMP within the next 12 months.

Quay County has encountered unique and ongoing challenges that have hindered our ability to meet the mitigation planning requirement before the current plan expires. Specifically, our jurisdiction has faced limited staffing capacity, resource constraints, and a lack of access to technical planning expertise. The cumulative burden of day-to-day administrative operations and emergency response responsibilities has stretched our small team's ability to focus on mitigation planning efforts without external support.

As a result, Quay County does not currently have a FEMA-approved Hazard Mitigation Plan.

Despite these challenges, Quay County is fully committed to developing and adopting a comprehensive HMP within the next 12 months. Under HMGP project number 5461-0001, the County has already received funding to support the HMP update. We are actively working through the request for proposal (RFP) process to procure a qualified contractor to complete the plan. With the proper support in place, we are confident in our ability to meet the planning requirement within the specified timeframe.

Given the urgent need to address significant hazard risks and enhance community resilience, we respectfully request that DHSEM and FEMA consider granting extraordinary circumstances status to allow for immediate project funding while our HMP is under development. This flexibility is essential to implementing timely mitigation actions to protect lives and property across Quay County.

We understand and accept the condition that if the HMP is not completed and adopted within 12 months, the project sub-award will be terminated, and FEMA will not reimburse any costs incurred after the notice of termination.

Thank you for your consideration and continued support as we work to strengthen our community's hazard preparedness and long-term resilience.

Respectfully,

Bill Kardokus | Quay County Emergency Manager

Bill.kardokus@quaycounty-nm.gov



Quay County Government

300 South Third Street, Tucumcari, NM 88401

Post Office Box 1246

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

Quay County Commission
Quay County Manager's Office
Quay County Office of Emergency Management
300 S. 3rd Street
Tucumcari, NM 88401

June 3, 2025

San Juan County Office of Emergency Management
100 S. Oliver Drive
Aztec, NM 87410

Dear San Juan County Officials and Emergency Management Team,

On behalf of the Quay County Commission and the Quay County Office of Emergency Management, we would like to extend our heartfelt thanks for your generous donation of the Emergency Management Communications trailer to Quay County.

This vital piece of equipment will significantly enhance our ability to manage incident response and coordinate emergency communications throughout the region. In a rural county like ours, resources such as this make a tangible difference in our preparedness and response capabilities. Your support strengthens not only our county's resilience but also the broader network of mutual aid and cooperation among New Mexico's counties.

We would especially like to recognize and thank San Juan County Emergency Manager Mike Mestas for his outstanding assistance throughout this process. His professionalism, responsiveness, and willingness to help were instrumental in making this transfer possible. His efforts exemplify the spirit of service and collaboration that emergency management is built upon.

We are proud to partner with counties like yours, and we look forward to continuing our cooperative relationship to support emergency preparedness across New Mexico.

With sincere appreciation,

Jerri Rush
Chairman, Quay County Commission

Daniel Zamora
Quay County Manager

Bill Kardokus
Emergency Manager



Quay County Government

300 South Third Street, Tucumcari, NM 88401

Post Office Box 1246

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

FY 2024-2025 RESOLUTION No. 56

A RESOLUTION GRANTING THE DISPOSITION OF OBOLETE FIXED ASSTES

WHEREAS, the attached list (Exhibit A), currently inventoried as fixed assets for Quay County, should be determined obsolete and, in the best interest of the Quay County, removed from inventory records.

WHEREAS, certain assets have been identified as fully depreciated, obsolete, auctioned, stolen or donated and,

WHEREAS, upon adoption of this resolution, the request will be submitted to the New Mexico State Auditor's Office and the New Mexico Finance & Administration division for approval of disposition.

BE IT HEREBY RESOLVED by the Board of County Commissioners of Quay County that the assets are obsolete and can be disposed of or submitted to public auction for disposition.

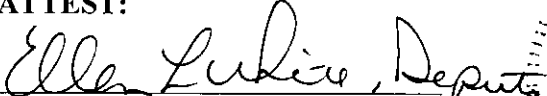
PASSED AND ADOPTED on this 12th day of May 2025, by the Quay County Board of Commissioners in an open meeting in Tucumcari, Quay County, New Mexico.

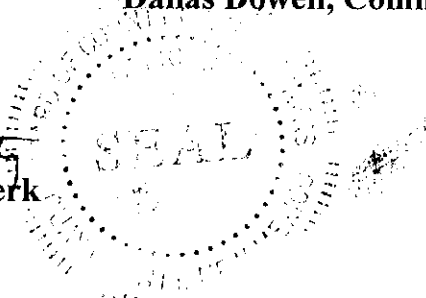

Jerri Rush, Commission Chair


Brian Fortner, Commissioner


Dallas Dowell, Commissioner

ATTEST:


Veronica Manley, Quay County Clerk



Depreciated Asset	Asset #	Department	Acq Date	Life	Cost	Book Value	Status
Laser Jet Printer	401.12.1455.001	Administration	11/6/2002	10	3,158.00	0	Junked
Server Unit	401.12.2311.001	Administration	12/22/2008	10	8,185.00	0	Junked
Server Unit	401.12.2312.001	Administration	12/22/2008	10	8,186.00	0	Junked
Dell Optiplex 9020 Computer	649.12.2654.001	Administration	12/17/2013	10	1,076.00	0	Junked
Cannon Color Scanner	401.12.2647.001	Administration	1/8/2014	10	723.00	0	Junked
Dell Optiplex 9010SFF Computer	649.12.2602.001	Administration	6/13/2013	10	1,172.94	0	Junked
Dell Optiplex 9020 Computer	649.12.2649.001	Administration	12/17/2013	10	1,076.00	0	Junked
Dell Optiplex 9020 Computer	649.12.2650.001	Administration	12/17/2013	10	1,076.00	0	Junked
2300 ML Projector	516.12.1591.001	ASAP Coalition	7/26/2005	5	1,258.20	0	Junked
2300 ML Projector	516.12.1592.001	ASAP Coalition	7/26/2005	5	1,258.20	0	Junked
Laptop Computer	516.12.1597.001	ASAP Coalition	7/25/2005	5	891.50	0	Junked
Konia Minolta	626.12.0734.001	ASAP Coalition	10/30/2008	10	6,783.84	0	Depreciated
Dell Optiplex 7440 PC	401.72.2790.001	Assessor	8/15/2016	10	1,012.79	0	Junked
Dell Optiplex 7440 PC	401.72.2793.001	Assessor	8/15/2016	10	1,012.79	0	Junked
Cannon Color Scanner	499.12.2646.001	Assessor	1/8/2014	10	1,108.90	0	Depreciated
Cannon Color Scanner	499.12.2663.001	Assessor	3/31/2014	10	1,108.90	0	Depreciated
Laser Jet 8150N	401.42.1773.001	Clerk's Office	1/31/2007	10	1,350.00	0	Depreciated
Dell Server	401.42.2325.001	Clerk's Office	1/3/2005	10	5,454.43	0	Junked
MBM 3802 Shredder w/rack	401.52.0743.001	Clerk's Office	3/11/1996	15	1,381.42	0	Depreciated
HP750 Plotter	401.52.2226.001	Clerk's Office	4/21/2007	15	4,692.00	0	Depreciated
Dell Optiplex 990 Computer	621.12.2548.001	Clerk's Office	4/24/2012	10	1,487.31	0	Junked
HP750 Plotter	401.52.2226.001	Clerk's Office	4/21/2007	15	4,692.00	0	Depreciated
Dell Optiplex 990 Computer	621.12.2548.001	Clerk's Office	4/24/2012	10	1,487.31	0	Junked
Dell optiplex 9020 Computer	649.12.2651.001	Clerk's Office	12/17/2013	10	1,076.31	0	Depreciated
Taser	401.82.2428.001	Detention	11/29/2010	10	458.69	0	Depreciated
Exam Light	613.12.2436.001	Q.Co. Family Health	7/1/2010	10	66.92	0	Junked
Exam Light	613.12.2437.001	Q.Co. Family Health	7/1/2010	10	66.92	0	Junked
Exam Light	613.12.2438.001	Q.Co. Family Health	7/1/2010	10	66.92	0	Junked
Exam Light	613.12.2439.001	Q.Co. Family Health	7/1/2010	10	66.92	0	Junked
Exam Light	613.12.2440.001	Q.Co. Family Health	7/1/2010	10	66.92	0	Junked
Monitor Spot BP/P/SPO2	613.12.2441.001	Q.Co. Family Health	7/1/2010	10	1,419.54	0	Junked
Oral Thermometer	613.12.2444.001	Q.Co. Family Health	7/1/2010	10	193.78	0	Junked
Dispenser Diag Spec	613.12.2457.001	Q.Co. Family Health	7/1/2010	10	26.23	0	Junked
Monitor Spot BP/P/SPO2	613.12.2441.001	Q.Co. Family Health	7/1/2010	10	1,419.54	0	Junked
Manikin EMS Training	414.12.1011.001	Quay Fire Dept.	11/11/2009	10	8,366.00	0	Stolen
Trailer for Training	414.12.2280.001	Quay Fire Dept.	3/8/2011	20	1,100.00	0	Stolen
Laptop Computer	622.12.2392.001	DWI	6/2/2009	10	2,299.00	0	Junked
Homemade Roller	402.12.2168.001	Road Dept.	6/30/2000	10	0.00	0	Junked
Dura Patcher	402.12.2149.001	Road Dept.	12/29/2004	15	37,172.00	0	Donated to City
View Sonic Monitor	401.82.2380.001	Sheriff's Office	3/30/2007	5	500.00	0	Junked
Brother 9010 Printer/Scanner	401.82.2285.001	Sheriff's Office	12/15/2011	10	599.00	0	Junked
View Sonic Monitor	401.82.2361.001	Sheriff's Office	3/30/2008	5	500.00	0	Junked
Hewlett Packard PC	401.81.2376.001	Sheriff's Office	3/30/2007	5	1,000.00	0	Junked
Hewlett Packard PC	401.82.2377.001	Sheriff's Office	3/30/2007	5	1,000.00	0	Junked
Hewlett Packard PC	401.82.2378.001	Sheriff's Office	3/30/2007	5	1,000.00	0	Junked
View Sonic Monitor	401.82.2379.001	Sheriff's Office	3/30/2007	5	500.00	0	Junked

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

**FIRST AMENDMENT TO SPECIAL APPROPRIATION GRANT AGREEMENT
2025 HOUSE BILL 2 – EXTENSION OF TIME**

Grant Agreement No. **Quay County 24-ZI5131**

THIS FIRST AMENDMENT (“**Amendment**”) is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through its Local Government Division (“**Department**”) and **Quay County** (“**Grantee**”) (individually “**Party**” and collectively “**Parties**”). This Amendment shall be effective as of July 1, 2025.

RECITALS

WHEREAS, on March 6, 2024, Governor Michelle Lujan Grisham enacted legislation approving an allocation of \$10,000,000.00, appropriated from the general fund as detailed in Subsection 52 of Section 5 of Chapter 69 of Laws 2024, for a hospital in Tucumcari- Quay county.;

WHEREAS, the Parties entered into a grant agreement, effective 7/26/2024, in the amount of \$10,000,000.00 for a hospital in Tucumcari- Quay county. (“**Original Agreement**”);

WHEREAS, on April 11, 2025, Governor Michelle Lujan Grisham, signed into law a modification extending the period for expending funds allocated for a hospital in Tucumcari- Quay county., with the appropriation timeline now set to conclude on June 30, 2026; and

WHEREAS, the Parties wish to formalize through this Amendment the terms and conditions under which the new reversion date is officially amended to June 30, 2026.

NOW, THEREFORE, the Parties agree to amend the Original Agreement as follows:

- A. Term: The Term and reversion date of the Original Agreement is hereby extended to June 30, 2026.
- B. Ratification and Republication: Except as expressly amended herein, all terms and conditions of the Original Agreement shall remain in full force and effect. The Original Agreement, along with the amendments contained herein, is hereby ratified and republished.

IN WITNESS WHEREOF, the parties do hereby execute this Amendment.

FIRST AMENDMENT

GRANTEE:

Terri Rush

Chief Elected Official/Authorized Signatory

6-9-25
Date

Terri Rush

Print Name/Title

Quay County Chair

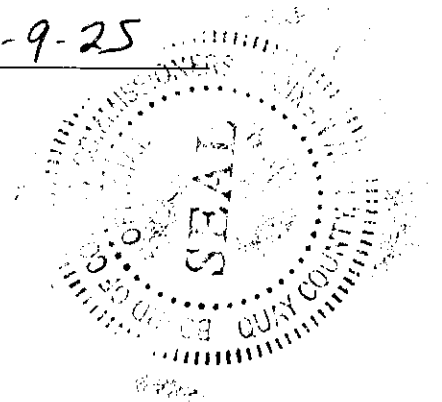
DEPARTMENT OF FINANCE AND ADMINISTRATION

Cecilia Mavrommatis, Director

Date

Wayne Propst, Cabinet Secretary

Date



FIRST AMENDMENT

**QUAY COUNTY
FISCAL YEAR 2024-2025
RESOLUTION No. 60**

Authorization of Budgetary Increase to **(631) DWI Probation Fees
(634) DWI UA Fees (624) DWI Grant Fund**

WHEREAS, at meeting of the Board of Quay County Commissioners on June 9,
2025 the following was among the proceedings;

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

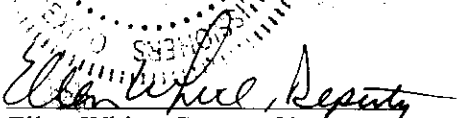
	Budgetary Increase	
	<u>DEBIT</u>	<u>CREDIT</u>
631-99-97624 Transfer to	\$15,179.40	
	Budgetary Increase	
	<u>DEBIT</u>	<u>CREDIT</u>
634-99-97624 Transfer to	\$12,490.08	
	Budgetary Increase	
	<u>DEBIT</u>	<u>CREDIT</u>
624-99-95631 Transfer from		\$15,179.40
624-99-95634 Transfer from		\$12,490.08

WHEREAS, the above activity was not contemplated at the time the final budget was
adopted and approved . **Move Cash From DWI Probation Fees, DWI UA Fees
to DWI Grant Fund. Deactivate Probation and UA Fees.**

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 9th day of June 2025.




Ellen White, County Clerk


Jerri Rush, Commissioner


Brian Fortner, Commissioner


Dallas Dowell, Commissioner

DATE/25	NAME	ROAD BLADED	BLOCKS	MILES	ADDITIONAL WORK TO ROAD/COMMENTS
5/1/25	TYLER	QUAY ROAD AK.4	6350-6375	0.22	
	TYLER	QUAY ROAD 65	4100-4175	0.75	
	TYLER	QUAY ROAD 65	4225-4400	2.33	
	TYLER	QUAY ROAD 63.8	3600-3700	1.00	
	LARRY	QUAY ROAD 49	0500-0900	4.00	
	GREG	QUAY ROAD M	1500-1800	3.00	REPAIR WASHOUT
	GREG	QUAY ROAD L	5100-5150	0.50	REPAIRED ROAD
	PAUL	QUAY ROAD AE	3400-3500	1.00	
	CREW	QUAY ROAD AE	3390		FILLED DITCH WITH FILL DIRT
5/7/2025	LARRY/ROD	QUAY ROAD AF	6150		REMOVED DEBRI ON LOWWATER CROSSING BY CULVERTS
5/8/25	CREW	QUAY ROAD I	5000-5100		CLEANED 2 CATTLGUARDS
	CREW	QUAY ROAD P	6500-6550		REMOVED TREE
	CREW	QUAY ROAD E	6600-6700		REMOVED TREE
5/12/25	DONALD	QUAY ROAD 50	1400-1800	4.00	BLADE BAD SPOTS/FIXED LOWWATER CROSSING
	DONALD	QUAY ROAD I	5100-4860		BLADE BAD SPOTS/FIXED LOWWATER CROSSING
					1 LOAD OF BASE COURSE TO CATTLEGUARD
	CREW	QUAY ROAD 51	2600-2700		16 LOADS DIRT
	GREG	QUAY ROAD M	5200-5600	4.00	
	CREW	QUAY ROAD AG	6200-6400		POTHOLE PATCH
5/13/25	GREG	QUAY ROAD M	5600-6010	4.50	
	ANTONIO	QUAY ROAD 64	3400-3450	0.50	
	ANTONIO	QUAY ROAD AR	6200-6300	1.00	
	ANTONIO	QUAY ROAD AJ	6200-6300	1.00	
	ANTONIO	QUAY ROAD 61	3450-3500	0.50	
	LARRY	QUAY ROAD AW	3650-3700	0.50	
	LARRY	QUAY ROAD BD.5	3700-3775	0.60	
	vgf	QUAY ROAD 50.4	4150-4400	3.50	
	CREW	QUAY ROAD AG	6400-6480		POTHOLE PATCH
	CREW	QUAY ROA AR	6400-6700		POTHOLE PATCH
5/14/25	PAUL	QUAY ROAD AE	3500-3600	1.00	PULL DITCHES/RAISE ROAD
	PAUL	QUAY ROAD AE	3375-3400	0.25	FIXED HOLE IN ROAD AND BACKSLOPE
	PAUL	QUAY ROAD 34	2990		FIXED POTHOLE EASE OF CATTLE GUARD
	TYLER	QUAY ROAD AD	3900-4000	1.00	PULLED BOTH DITCHES WORKED TOP OF ROAD
	TYLER	QUAY ROAD AD	4000		FIXED INTERSECTION
	TYLER	QUAY ROAD AD	4100		FIXED INTERSECTION
	CREW	QUAY ROAD AP.5	5200-6300		POTHLES
	CREW	QUAY ROAD 67	4100-4200		POTHLES
	GREG	QUAY ROAD U	6100-6110	1.00	SAND REMOVAL
	GREG	QUAY ROAD L	4901-4911		CLEARED BAR DITCH
5/15/25	CREW	QUAY ROAD 62	3450-3350		FILLED DIRT IN SINK HOLE
	CREW	QUAY ROAD 64	1900-2000		TRIMMED TREES
	ANTONIO	QUAY ROAD 62	3000-3400	4.00	
	GREG	QUAY ROAD L	5100-5110	0.10	
	GREG	RT 66	5900-5920	0.20	
	LARRY/PAUL	QUAY ROAD AD	4000-4200	2.00	
	LARRY/PAUL	QUAY ROAD 41	3000-3050	0.50	
5/19/25	CREW	QUAY ROAD L	9400		REPAIRED CATTLEGUARD
	DONALD	QUAY ROAD L	L & 93		WORKED ON INTERSECTION
	LARRY/TYLER	QUAY ROAD 41	3050-3200	1.50	
	PAUL	QUAY ROAD AO	6500		POTHOLE PATCH
	PAUL	QUAY ROAD 66	4150-4350		MOWED
5/20/25	CREW	QUAY ROAD 60	3630		REPAIRED CULVERT AND CLEANED DITCH
	PAUL	QUAY ROAD 93	0525-0700		MOWED
	PAUL	QUAY ROAD 67	4150-4250		MOWED
	PAUL	QUAY ROAD AP.5	6600-6700		MOWED
	LARRY	QUAY ROAD 41	3050-3200	1.50	
	TYLER	QUAY ROAD 47	3950-4250	3.00	
	TYLER	QUAY ROAD AO	4600-4700	1.00	
	TYLER	QUAY ROAD AN	4610-4620	0.10	
5/21/25	LARRY	QUAY ROAD 61	2800-3100	3.00	
	LARRY	QUAY ROAD AC	6100-6183	0.83	
	LARRY	QUAY ROAD AD	6025-6175	0.75	
	LARRY	QUAY ROAD 60	3100-3200	1.00	
	LARRY	QUAY ROAD AG	5900-6000	1.00	
	TYLER	QUAY ROAD 46	3850-3950	1.00	
	TYLER	QUAY ROAD AN	4500-4600	1.00	
	TYLER	QUAY ROAD 45	3750-3850	1.00	

	PAUL	QUAY ROAD R	8400-8600	CLEANED 3 CATTLEGUARDS
5/22/25	PAUL	QUAY ROAD Y	7650-7700	0.50
	PAUL	QUAY ROAD 78	2500-2675	1.81
	LARRY	QUAY ROAD AG	5700-5900	2.00
	LARRY	QUAY ROAD 57	3200-3400	2.00
	CREW	QUAY ROAD L	9300-9400	WELD CATTLEGUARD
	TYLER	QUAY ROAD BE	3450-3700	2.50
	TYLER	QUAY ROAD BE	3850-3900	0.50
5/27/25	ANTONIO	QUAY ROAD AO	6400-6675	2.75
	LARRY	QUAY ROAD AE	4000-4250	2.50
	LARRY	QUAY ROAD 41	3100-3150	0.50
	PAUL	QUAY ROAD AR	6200-6750	MOW
	PAUL	QUAY ROAD 62.9	4150-4325	1.65
	PAUL	QUAY ROAD AP	6375-6550	MOW
5/28/25	ANTONIO	QUAY ROAD 93	0625-0925	3.00
	LARRY	QUAY ROAD 41	3050-3100	0.50
	LARRY	QUAY ROAD 41	3150-3200	0.50
	LARRY	QUAY ROAD AG	4000-4100	1.00
	LARRY	QUAY ROAD AE	3900-400	1.00
	TYLER	QUAY ROAD 28	5850-6100	3.50
	PAUL	QUAY ROAD 64.5	4225-4300	MOW
	PAUL	QUAY ROAD AM	6475-6525	MOW
	PAUL	ALLEN LANE	6400-6575	MOW
	PAUL	MAPLE	3900-4000	MOW
	PAUL	QUAY ROAD 64.5	4440-4100	MOW
	PAUL	QUAY ROAD AO	6475-6600	MOW
5/29/25	ANTONIO	RT 66	1200-1400	2.00
	ANTONIO	QUAY ROAD 58	1700-1800	1.00
	LARRY	QUAY ROAD 40	2900-3200	3.00
	LARRY	QUAY ROAD AF	3900-4000	1.00
	GREG	QUAY ROAD 60	6000-6200	2.00
	GREG	QUAY ROAD 58	3500-3650	1.50
		TOTAL		96.34