

**QUAY COUNTY GOVERNMENT**  
300 South Third Street  
P.O. Box 1246  
Tucumcari, NM 88401  
Phone: (575) 461-2112  
Fax: (575) 461-6208

**AGENDA**  
**REGULAR SESSION**  
**QUAY COUNTY BOARD OF COMMISSIONERS**  
November 23, 2015

---

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

Pledge of Allegiance

Approval of Minutes-Regular Session November 9, 2015

Approval/Amendment of Agenda

**Public Comment**

**Public Hearing**

Discussion of **Ordinance 50 - Issuance and Sale - Industrial Revenue Bonds (Caprock Solar 1 LLC Project and Caprock Solar 2 LLC Project), Series 2016A and Series 2016B**

**Ongoing Business**

**New Business**

- I. Bryan Rinestine, Quay County DWI Coordinator**
  - Request Approval of the **DWI Grant Agreement Amendment**
- II. Daniel Alsup, Attorney**

Request Approval of **Ordinance 50 - Issuance and Sale - Industrial Revenue Bonds (Caprock Solar 1 LLC Project and Caprock Solar 2 LLC Project), Series 2016A and Series 2016B**
- III. T J Rich, Quay County Detention Center Administrator**
  - Request Approval of **Mesa Counseling Professional Services Agreement**
  - Request Approval of **McKinley County Juvenile Detention Center Contract Amendment**
- IV. Russell Shafer, Quay County Sheriff**
  - Sheriff's Report



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

- Request Approval of **First Amendment to Cooperative Agreement SP-4-16(905)**
- Request Approval of **First Amendment to Cooperative Agreement CAP-4-16(456)**
- Road Update

**VI. Richard Primrose, Quay County Manager**

- Request Approval of **FY2015-2016 Resolution 14 - Authorizing the Execution and Delivery of a Local Government Planning Grant Agreement by and Between the New Mexico Finance Authority and Quay County**
- Request Approval of **FY2015-2016 Resolution 15 - Ute Lake Ranch Public Improvement District No. 2 Board Appointment**
- **Correspondence**

**VII. Indigent Claims Board**

- Call Meeting to Order
- Request Approval of Indigent Minutes for the October 26, 2015 Meeting
- Review November Claims Prepared by Sheryl Chambers
- Adjourn

**VIII. Request Approval of Accounts Payable**

**IX. Request for Closed Executive Session**

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

**X. Richard Primrose, Quay County Manager**

- Proposed action, if any, from Executive Session

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

**Adjourn**

*Lunch-Time and Location to be Announced*

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

**November 23, 2015**

**9:00 a.m.**

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 23rd of November, 2015, at 9:00 a.m. at the Commission Chamber, Tucumcari, New Mexico for the purpose of taking care of any business that may come before them.

**PRESENT & PRESIDING:**

Sue Dowell, Member  
Mike Cherry, Member  
Franklin McCasland, Chairman  
Richard Primrose, County Manager  
Veronica Marez, Quay County Clerk

**OTHERS PRESENT:**

Larry Moore, Quay County Road Supervisor  
Vic Baum, Quay County Assessor  
Thomas Garcia, Quay County Sun  
Bryan Rinestine, Quay County DWI Coordinator  
Russell Shafer, Quay County Sheriff  
Daniel Alsup, Attorney  
TJ Rich, Quay County Detention Center Administrator  
Allen Hall, Quay County Bond Attorney  
Cheryl Simpson, Quay County Manager's Office  
Billy Curry, Quay County Resident  
Rusty Shafer, Quay County Sheriff  
Patsy Gresham, Quay County Treasurer  
Janie Hoffman, Quay County Chief Assessor  
Rob Parrett, Duke Energy Vice President

The meeting was called to order by Chairman McCasland. Bill Curry led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the November 9, 2015 regular commission meeting. MOTION carried. Copy of said minutes is attached and made a part of these minutes.

**Commissioners Voted:**

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the agenda. MOTION carried. Copy of said agenda is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

PUBLIC COMMENT: None

PUBLIC HEARING: Time noted 9:05 am

Richard Primrose, Quay County Manager presented Ordinance 50-Issuance and Sale-Industrial Revenue Bonds (Caprock Solar 1 LLC Project and Caprock Solar 2 LLC Project), Series 2016A and Series 2016B. Parrett informed the Commissioners that Duke Energy is working with Infigen Energy to advance the development of the project and they are negotiating the transaction which will be purchasing the project from Infigen Energy. The purchase is expected to happen in a couple of weeks. After the purchase Duke will be advancing the construction of the project early next year. The completion of the project is expected the end of next year. Commissioner Cherry stated you would start the project this time next year. Parrett informed Commissioner Cherry that the project will begin March 2016. Commissioner Cherry asked Paris why the other documents say commencement of project is 2018. Parrett informed Cherry that 2018 is the outside date for complete project phase one and two. The first phase will be completed by end of 2016. Commissioner Cherry asked if Duke Energy is taking over project for Infigen Energy. Parrett informed Cherry that yes Duke Energy will be taking over project. Cherry asked will the name remain Caprock Solar 1 LLC. Parrett informed Cherry they are purchasing the entire company. Cherry asked if the funding is a little larger for the first phase will the second phase be smaller. Parrett informed Cherry that the second phase is larger and they are not sure of the cost. Cherry asked if the project is larger would it change the price of \$1,500,000.00. Parrett informed Cherry that it could change. Cherry asked with the Commissioners approving the Ordinance now will it tie the County into the amounts for the bonding. The ordinance provides the maximum amount of the two bonds \$116,500,000.00 cannot be exceeded unless they come back to the commission if they wish and ask for an amendment. If the second project happens to exceed the maximum amount that would mean the project would not be IRB status. If that happens they would want to come back to the commission and get an amendment. As far as the timing is concerned they are allowed until December 31, 2018 to get the first project completed even though the expectation is March 2016. Assuming they are underway and they are constructing the first phase then they are allowed up until 2020 to complete second phase. As of this time they do not have a buyer for the second phase. Commissioner Cherry asked because last year when they passed the Ordinance the project was supposed to be started and completed by December 2016. Commissioner Cherry asked how it would affect the claw back and asked for Parrett to explain the claw back. Allen Hall, Quay County Bond Attorney informed Commissioner Cherry if Duke Energy does not get the project done within 5 years of the date of issuance of the bond. The bonds would be issued but they still don't

move ahead. The issuance of the Bonds is before the start of the construction the claw back says we issued the bond but you the company did not complete the project. The issuance of the Bonds triggers the time the company has to move ahead and if they have not moved ahead within a certain time that's where the claw back takes effect. Commissioner Cherry asked if they don't complete the project within 3 years then its 100% of the abated tax that is due. Allen Hall said Commissioner Cherry is correct. The claw back protects the County. Commissioner Cherry asked as soon as the first Bonds are sold that's the trigger for the 1 year on the Pilot. Hall said the Pilot is different because the Pilot is based on installed electrical capacity. The claw back would be in effect but the Pilot would not. Commissioner Cherry on page A4 section 401 bonds do not exceed \$52,500,000.00 and on the actual Ordinance says \$55,000,000.00. Attorney Alsups said it was something his office did not pick up on and corrections will be made. Documents will be changed to \$55,000,000.00.

PUBLIC HEARING ADJOURNED: Time noted 9:20 am

ONGOING BUSINESS: None

NEW BUSINESS:

Bryan Rinestine, Quay County DWI Coordinator requested approval of the DWI Grant Agreement Amendment. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the DWI Grant Agreement. MOTION carried. Copy of said Agreement is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”                      Dowell – “YES”                      Cherry – “YES”

Daniel Alsup, Attorney requested approval of Ordinance 50 Authorizing the issuance and sale of Quay County, New Mexico Taxable Industrial Revenue Bonds. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Ordinance 50. MOTION carried. Copy of said Ordinance is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”                      Dowell – “YES”                      Cherry – “YES”

T J Rich, Quay County Detention Center Administrator requested approval of Mesa Counseling Professional Services Agreement. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Agreement. MOTION carried. Copy of said Agreement is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”                      Dowell – “YES”                      Cherry – “YES”

Rich requested approval of McKinley County Juvenile Detention Center Contract Amendment. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Agreement. MOTION carried. Copy of said Contract is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”                      Dowell – “YES”                      Cherry –“YES”

Russell Shafer, Quay County Sheriff presented the October activity report. Copy of said report is attached and made a part of these minutes.

Larry Moore, Quay County Road Superintendent requested approval of First Amendment to Cooperative Agreement SP-4-16(905). A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Agreement. MOTION carried. Copy of said Agreement is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”                      Dowell – “YES”                      Cherry –“YES”

Moore requested approval of First Amendment to Cooperative Agreement CAP-4-16(456). A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Agreement. MOTION carried. Copy of said Agreement is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”                      Dowell – “YES”                      Cherry –“YES”

Larry Moore, Quay County Road Superintendent presented the following report.

1. Crews completed 3.5 miles on Quay Rd 27.
2. Crews completed reclaiming 1.5 miles today and will complete blading after holiday.
3. John Deere representatives will be coming down to do maintenance on the John Deer Blade.

Richard Primrose gave the following County Manager’s Report:

Primrose requested approval of FY2015-2016 Resolution 14 Authorizing the Execution and Delivery of a Local Government Planning Grant Agreement by and between the New Mexico Finance Authority and Quay County. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Resolution 14. MOTION carried. Copy of said Resolution is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

Primrose requested approval of FY2015-2016 Resolution 15 Ute Lake Ranch Public Improvement District No. 2 Board Appointment. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Resolution 15. MOTION carried. Copy of said Resolution is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

CORRESPONDENCE:

1. Presented the Gross Receipt Tax Report for November.
2. Received a letter from New Mexico State Fire Marshall informing the county that out of 4 Fire Departments that registered only Bard-Endee received the Grant.
3. Workforce Connection Center will be at the Tucumcari Historic Train Depot on December 4, 2015 from 9am-4pm for services for Veterans.
4. Soil Health & Legislative Event at Allen Hall in Grady, NM at 6pm on December 11.
5. Curtis Simpson, Quay County Emergency Manager is having a Hazard Mitigation Plan Kickoff Meeting on December 3 at 10:00 am in the Tucumcari Convention Center-Liberty Room.
6. Legislative Forum will be held at the Tucumcari Convention Center on December 7 at 6:00 pm
7. County Christmas Party will be held December 11<sup>th</sup> at 6:00 pm at the Quay County Fairground.
8. Quay County Courthouse will be closed on November 26<sup>th</sup> and 27<sup>th</sup>.
9. Michael Baldwin DWI Coordinator did a site visit on November 17<sup>th</sup>.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to go into session as the Indigent Claim Board. MOTION carried. ROLL CALL; Cherry voting “aye”, Dowell voting “aye”, McCasland voting “aye”. Time noted 9:55 a.m.

-----INDIGENT CLAIMS BOARD-----

Return to regular session. Time noted 10:00 a.m.

CHECKS WERE REVIEWED.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve payments. MOTION carried. A copy of the expenditure report is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry –“YES”

Chairman McCasland requested a 10 minute break. Time noted 10:05

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell, to go into executive session pursuant to Section 10-15-1(H)7. The New Mexico Open Meetings Act Pertaining to Threatened or Pending Litigation and Pursuant to Section 10-15-1(H)2. The New Mexico Open Meetings Act to Discuss Limited Personnel Matters. MOTION carried. Dowell voting “aye”, Cherry voting “aye”, McCasland voting “aye”.

Time noted 10:15 am.

-----EXECUTIVE SESSION-----

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell that only threatened or pending litigation and limited personnel matters were discussed during Executive Session . MOTION carried McCasland voting “aye”, Cherry voting “aye”, Dowell voting “aye”.

Return to regular session. Time noted 12:00 p.m.

Richard Primrose, Quay County Manager. No action was taken after executive session.

Under Other Business That May Arise During the Commission Meeting and/or Comments from the Commissioners. NONE

There being no further business, a MOTION was made by Sue Dowell, SECONDED by Mike Cherry to adjourn the regular meeting of the Board of Quay County Commissioners until the next regular meeting set for December 14, 2015 unless sooner called. The Commissioners announced they would be having lunch at Kix and all those in attendance were invited. MOTION carried.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry –“YES”

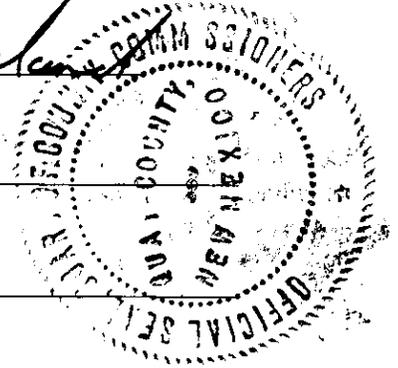
Time noted 12:00 p.m.

BOARD OF QUAY COUNTY COMMISSIONERS

*Franklin McCasland*  
Franklin McCasland, Chairman

*Sue Dowell*  
Sue Dowell, Member

*Mike Cherry*  
Mike Cherry, Member



ATTEST:

*Veronica Marez*  
Veronica Marez, Quay County Clerk

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
DWI GRANT PROGRAM  
GRANT AGREEMENT AMENDMENT NO. 1

Grant No. 16-D-J-G-21

THIS AMENDMENT, hereinafter referred to as the "Amendment", is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 203, Santa Fe, New Mexico, 87501, referred to as the "Division", and Quay County, referred to as the "Grantee", as of the date this Amendment is executed by the Division.

WHEREAS, on April 28, 2015, the DWI Grant Council awarded the Grantee \$17,264.00 to support programs to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico ("Project"); and

WHEREAS, the Grantee and the Division entered into a grant agreement ("Grant Agreement"), effective July 1, 2015, in the amount of \$17,264.00 to administer the Project.; and

WHEREAS, on October 20, 2015, the DWI Grant Council awarded the Grantee \$27,410.00 of Fiscal Year 2015 reverted distribution and/or additional grant funds to supplement the Grant Agreement; and

WHEREAS, the Grantee and the Division desire to memorialize through this Amendment the terms and conditions upon which the additional funds will be made available to the Grantee.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this Amendment, and other good and valuable consideration, the receipt of which is acknowledged, the parties mutually agree to amend the Grant Agreement as follows:

1. Article IV – Consideration and Method of Payment, Section A of the Grant Agreement is amended to read in its entirety as follows:

"In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed \$44,674.00. The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C"(1), and made a part of this Grant Agreement. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from approved budget categories of the budget by more than 10% of the total grant amount without the prior written approval of the Division."

2. Article IX – Special Conditions, Section A of the Grant Agreement is amended to read in its entirety as follows:

"The Grantee shall budget and expend a minimum of 10% of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget

administrative expenses except as in-kind match funds pursuant to the DWI Grant Council's administrative policy. The Grantee budgets **\$4,469.00**, representing **10 %** of the total DWI grant funding, as its matching funds commitment."

3. Exhibit "A" of the Grant Agreement is replaced in its entirety with the Exhibit "A" attached to this Amendment.
4. Exhibit "C" of the Grant Agreement is replaced in its entirety with the Exhibit "C" attached to this Amendment.
5. Exhibit "C-1" of the Grant Agreement is replaced in its entirety with the Exhibit "C-1" attached to this Amendment.
6. Exhibit "D" of the Grant Agreement is replaced in its entirety with the Exhibit "D" attached to this Amendment.
7. Exhibit "D-1" of the Grant Agreement is replaced in its entirety with the Exhibit "D-1" attached to this Amendment.
8. Article VII – Retention of Records is amended to read in its entirety as follows:

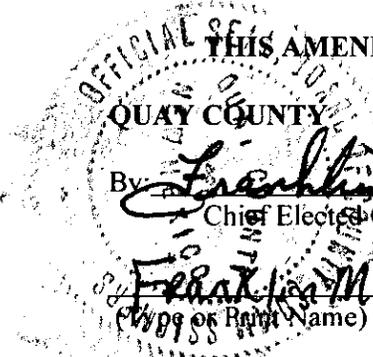
"The Grantee shall keep records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which the funds were used, the amount and nature of all contributions from other sources, and other records as the Division shall prescribe. The records shall be preserved for a period of not less than seven years following completion of all the conditions of this Grant Agreement."

9. All other provisions of the Grant Agreement not amended by this document remain in full force and effect.

**[Remainder of page intentionally left blank.]**

IN WITNESS WHEREOF, the Grantee and the Division execute this Amendment No. 1 to the Grant Agreement.

THIS AMENDMENT TO THE GRANT AGREEMENT has been approved by:



By: Franklin McCasland  
Chief Elected Official/Authorized Signatory

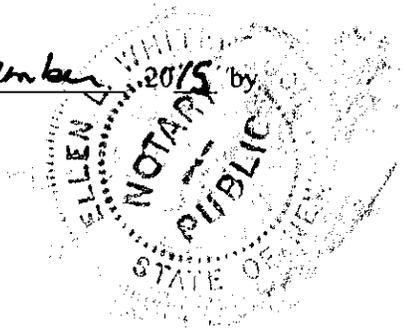
11/23/15  
Date

Franklin McCasland  
(Type or Print Name)

STATE OF NEW MEXICO )  
) ss.  
COUNTY OF Quay )

The foregoing instrument was acknowledged before me this 23 day of November, 2015 by Franklin McCasland

Ellen Lubiel  
Notary Public



My Commission Expires: 3/21/2019

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

By: \_\_\_\_\_  
Rick Lopez, Director

\_\_\_\_\_  
Date

STATE OF NEW MEXICO )  
) ss.  
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**PROJECT DESCRIPTION**

**Name of Grantee: County of Quay**

**Grant No.: 16-D-J-G-21**

**Grant Amount: \$44,674.00**

Grantee will provide DWI program activities in the following areas:

1) Prevention:

Prevention is the active process that promotes the personal, physical and social well-being of individuals, families and communities to reinforce positive behaviors and healthy lifestyles. The term "prevention" is reserved for interventions that occur before the initial onset of a disorder. Prevention programs shall focus on the prevention of alcoholism, alcohol abuse, underage drinking, and DWI.

All prevention activities funded by the LDWI grant program must be related to preventing DWI and/or alcohol abuse. LDWI funds may be used to support the planning, implementation, and evaluation of such activities. Staff development (such as training required for certification) is an allowable prevention activity.

While funds for prevention can be budgeted in any allowable budget category, all funds spent on prevention should be in support of prevention activities identified and approved as part of a systematic planning process described below.

Prevention activities funded with LDWI grant funds should be either evidence-based or promising activities. DWI programs must be able to document compliance with this requirement.

2) Screening:

The grant requires a county-wide screening program that addresses all municipal, district and magistrate court referrals related to DWI. Other referrals addressing DWI-related issues may also be handled from schools and the probation and parole system. Programs must use the DFA approved screening program.

The program shall use screening fees to self-fund the screening costs to the fullest extent possible. The fee structure shall include an appropriate sliding-fee schedule, based on earning capacity of offenders, to assist those offenders who are unable to pay the full fees.

The screening program shall not be provided by an alcoholism treatment program serving the judicial districts involved in order to avoid conflict of interest or screening bias. (Section 43-3-11(D), NMSA 1978).

3) Compliance Monitoring/Tracking:

The grant supports a compliance monitoring/tracking component, which strengthens tracking, follow-up, and supervised probation-type efforts with DWI offenders to assist courts in the monitoring for compliance of offenders with court imposed sentencing (i.e., screening, treatment, ignition interlock, DWI School, etc.) Compliance monitoring follow-up may include community service supervision, as well. All programs must use the State selected screening and tracking instrument. Programs which are funding supervised probation-

type services must follow the Misdemeanor Compliance Program Guidelines issued by the Administrative Office of the Courts (AOC).

**Local DWI Grant Fund  
Revenue/Expenditure Summary**

**Applicant/Grantee**  
Quay County

**Total Grant Funds**

**\$44,674.00**

**Project No.: 16-D-J-G-21 Amendment #1**

REVENUES BY SOURCE	EXPENDITURE BY CATEGORY	Grant Expenditures	In-Kind/Match Local Funds	TOTAL Budget
Local DWI Program Grant	Personnel Services			0.00
Program Generated Fees	Employee Benefits			0.00
	Travel			0.00
Local Match (Cash or In-Kind)	Contractual Services			0.00
County	Operating Expenses			0.00
City				
Judicial/Courts				
Other (list):				
	Personnel Services	26,650.00		26,650.00
	Employee Benefits	8,478.00		8,478.00
	Travel (In-State)			0.00
	Travel (Out-of-State)			0.00
	Supplies	46.00	4,469.00	4,515.00
	Operating Costs			0.00
	Contractual Services	9,500.00		9,500.00
	Minor Equipment			0.00
	Capital Outlay*			0.00
<b>TOTAL REVENUES</b>	<b>TOTAL EXPENDITURES</b>	<b>44,674.00</b>	<b>4,469.00</b>	<b>49,143.00</b>

(\*) Capital Outlay cannot exceed 10%  
10% = 4,467.40

**Grant Expenditures:**

Prevention	
Enforcement	
Screening	
Domestic Violence	
Treatment: Outpatient/Jailbased	
Compliance Monitoring/Tracking	17,910.00
Coordination, Planning & Evaluation	
Alternative Sentencing	
<b>Totals:</b>	<b>44,674.00</b>

ck

**In-Kind/Match Expenditures:**

Prevention	
Enforcement	
Screening	
Domestic Violence	
Treatment: Outpatient/Jailbased	
Compliance Monitoring/Tracking	1,792.00
Coordination, Planning & Evaluation	
Alternative Sentencing	
<b>Totals:</b>	<b>4,469.00</b>

ck

Exhibit C (1)

LOCAL DWI GRANT PROGRAM  
Request For Payment/Financial Status Report

Quay County
P.O. Box 1246
Tucumcari, N.M. 88401
(575) 461-2112
16-D-J-G-21 Amendment #1

EXHIBIT C(1)

Tot. Bud. Expd: 49,143.00 ck

49,143.00

4,469.00

**LOCAL DW GRANT PROGRAM**  
Request For Payment/Financial Status Report

**I. A. Grantee:** Quay County  
**B. Address:** P.O. Box 1246  
 Tucuman, N.M. 88401  
**C. Telephone No.:** (575) 461-2112  
**D. Grant No.:** 16-D-J-G-21 Amendment #1

**Payment Request No.:** 1  
**II. Payment Computation:**  
 A. Grant Award: \$44,674.00  
 B. Funds Received To Date: \$0.00  
 C. Amount Requested This Payment: \$0.00  
 D. Grant Balance: \$44,674.00  
**III. Report Period Ending:** 30-Sep-15  
 44674.00

Budget Categories	Approved Budget			Expenditures Year to Date			Expenditures This Request		
	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Expenditures
ADMINISTRATIVE*									
Personnel Services			0.00			0.00			0.00
Employee Benefits			0.00			0.00			0.00
Travel			0.00			0.00			0.00
Contractual Services			0.00			0.00			0.00
Operating Expenses			0.00			0.00			0.00
PROGRAM									
Personnel Services	26,650.00		26,650.00			0.00			0.00
Employee Benefits	8,478.00	0.00	8,478.00			0.00			0.00
Travel (In-State)			0.00	0.00	0.00	0.00			0.00
Travel (Out-of-State)	0.00	0.00	0.00	0.00	0.00	0.00			0.00
Supplies	46.00	4,469.00	4,515.00	0.00	0.00	0.00			0.00
Operating Costs			0.00	0.00	0.00	0.00			0.00
Contractual Services	9,500.00		9,500.00			0.00			0.00
Minor Equipment		0.00	0.00	0.00	0.00	0.00			0.00
Capital Outlay*	0.00	0.00	0.00	0.00	0.00	0.00			0.00
<b>TOTAL EXPENDITURES</b>	<b>44,674.00</b>	<b>4,469.00</b>	<b>49,143.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
			0.00			0.00			0.00

IV. 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, required/matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Tax ID No.:

Grantee Fiscal Officer \_\_\_\_\_ Date \_\_\_\_\_  
 Grantee Representative \_\_\_\_\_ Date \_\_\_\_\_

(DFA) Local Government Division Use Only

Division Fiscal Officer \_\_\_\_\_ Date \_\_\_\_\_  
 Division Project Representative \_\_\_\_\_ Date \_\_\_\_\_

**LOCAL DWI GRANT PROGRAM**  
**Request for Payment/Financial Status Report**  
**Breakdown By Program Component Expenditures D(1)**

Grantee: Quay County  
 Project No.: 16-D-J-G-21 Amendment #1  
 Request No. 1

Total Grant Funds Requested This Request: 0.00  
 Total Matching Funds Reported This Request: 0.00  
 Total Expenditures Reported This Request: 0.00

**Grant Expenditures:**

	<u>Budget</u>	<u>This Request</u>	<u>YTD</u>
Prevention	26,764.00		
Enforcement			0.00
Screening			0.00
Domestic Violence			0.00
Treatment: Outpatient/Jailbased			
Compliance Monitoring/Tracking	17,910.00		
Coordination, Planning & Evaluation			0.00
Alternative Sentencing			0.00
<b>Totals:</b>	<b>44,674.00</b>	<b>0.00</b>	<b>0.00</b>

**In-Kind/Match Expenditures:**

	<u>Budget</u>	<u>This Request</u>	<u>YTD</u>
Prevention	2,677.00		
Enforcement			0.00
Screening			0.00
Domestic Violence			0.00
Treatment: Outpatient/Jailbased			
Compliance Monitoring/Tracking	1,792.00		
Coordination, Planning & Evaluation			0.00
Alternative Sentencing			0.00
<b>Totals:</b>	<b>4,469.00</b>	<b>0.00</b>	<b>0.00</b>

Total Expenditures This Reimbursement: 0.00  
 Total Expenditures Year to Date: 0.00

Check 0.00  
0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required/matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

\_\_\_\_\_  
 Name Title Date

QUAY COUNTY, NEW MEXICO  
BOARD OF COUNTY COMMISSIONERS  
ORDINANCE NO. 50

AUTHORIZING THE ISSUANCE AND SALE OF QUAY COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (CAPROCK SOLAR 1 LLC AND CAPROCK SOLAR 2 LLC PROJECTS) SERIES 2016A AND SERIES 2016B IN THE MAXIMUM PRINCIPAL AMOUNT OF \$116,500,000 TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF SOLAR PHOTOVOLTAIC ELECTRIC GENERATING FACILITIES FOR THE PURPOSE OF GENERATING ELECTRICITY; AUTHORIZING THE EXECUTION AND DELIVERY OF INDENTURES, LEASE AGREEMENTS, BOND PURCHASE AGREEMENTS, BONDS, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND THE PROJECTS; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BONDS AND THE PROJECTS; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

WHEREAS, Quay County (the "County") is a legally and regularly created, established, organized and existing political subdivision of the State of New Mexico (the "State") created pursuant to Sections 4-30-1 and 4-30-2, NMSA 1978, as amended; and

WHEREAS, pursuant to New Mexico Statutes Annotated, Sections 4-59-1 through 4-59-16 NMSA 1978, as amended (the "Act"), the County is authorized to acquire industrial revenue projects to be located within the County, to issue industrial revenue bonds and to use the proceeds of such bonds for the purpose of promoting the use of the natural resources of the State and promoting industry and developing trade or other economic activity to secure and maintain a balanced and stable economy in the county to promote public health, welfare, safety, convenience and prosperity; and

WHEREAS, Caprock Solar 1 LLC and Caprock Solar 2 LLC (together, the "Companies") are Delaware limited liability companies, authorized to do business in New Mexico; and

WHEREAS, the Companies have presented to the Quay County Board of County Commissioners (the "Commission") a proposal whereby the County would (a) issue its Taxable Industrial Revenue Bonds (Caprock Solar 1 LLC Project), Series 2016A (the "Series 2016A Bonds"), (b) issue its Taxable Industrial Revenue Bonds (Caprock Solar 2 LLC Project), Series 2016B (the "Series 2016B Bonds" and together with the Series 2016A Bonds, the "Bonds"), and (c) acquire solar photovoltaic electric generating facilities, including conversion equipment, solar tracking hardware and software, photovoltaic panels and inverters, support structures and related equipment used to generate electricity from solar energy and land leases related to the Projects (collectively, the "Project Property"), located within a part of the County which is outside the corporate limits of any municipality in the County, to be used by the Companies for the

generation and transportation of electricity via an interconnection directly to a substation through a generation tie line that has already been constructed; and

WHEREAS, the Companies have requested that the County issue industrial revenue bonds for the purpose of providing funds to finance the acquisition, construction, installation, and equipping of solar photovoltaic electric generating facilities for the purpose of generating electricity (the "Projects"). The County has been advised by the Companies that neither location approval nor a certificate of convenience and necessity are required prior to commencing construction or operation of the facility pursuant to the laws of the State; and

WHEREAS, under the Companies' proposal, the County would enter into Indentures of Trust (the "Indentures") with Caprock Solar Holdings 1, LLC and Caprock Solar Holdings 2, LLC, Delaware limited liability companies, authorized to do business in New Mexico and subsidiaries of the Companies (the "Purchasers") and BOKF, N.A. (the "Depository"), pursuant to which and together with this ordinance (the "Bond Ordinance"), the County would issue the Bonds; and

WHEREAS, under the Company's proposal, the County and the Companies would enter into Leases (the "Leases"), pursuant to which the Companies will lease the Project Property from the County and the Companies will make payments sufficient to pay the principal of and interest on the Bonds and to pay all other obligations incurred pursuant to the provisions of the Leases and the Bond Ordinance; and

WHEREAS, the County is authorized to enter into, deliver and perform all of its obligations under the Bond Documents and to issue, execute and deliver the Bonds pursuant to the Act and the Bond Ordinance; and

WHEREAS, the Series 2016A Bonds in a principal amount not to exceed \$55,000,000 and the Series 2016B Bonds in a principal amount not to exceed \$61,500,000, will be issued, sold and delivered by the County in a private sale to the Purchaser pursuant to bond purchase agreements to be dated as of the initial date of delivery of the Bonds among the County, the Purchaser and the Companies (the "Bond Purchase Agreements"); and

WHEREAS, the proceeds of the Bonds shall be applied to pay the costs of the Projects and to pay certain costs associated with the transactions; and

WHEREAS, the Commission has determined that it is in the best interest of the County to issue the Bonds and to execute and deliver the Bond Documents, defined below, and other documents related thereto; and

WHEREAS, the County will enter into the following documents in connection with the issuance of the Bond:

1. Leases
2. Indentures

3. Bond Purchase Agreements
4. Bonds

The Leases, Indentures, Bond Purchase Agreements and Bonds are collectively referred to in the Bond Ordinance as the "Bond Documents"; and

WHEREAS, the County is authorized to issue the Bonds under the Act and after having considered the Companies' proposal, has concluded that it is desirable at this time to authorize the issuance of the Bonds to finance the Projects and that the County's issuance of the Bonds will constitute and be a valid public purpose; and

WHEREAS, this Commission has been advised by Bond Counsel that the disclosure provisions of Rule 15c2-12 of the Securities and Exchange Commission are not applicable to this transaction inasmuch as the Bonds are being sold in a private sale without participation of an underwriter; and

WHEREAS, there has been published in the *Quay County Sun*, a newspaper of general circulation in the County, public notice of the Commission's intention to adopt this Bond Ordinance, which notice contained certain information concerning the ownership, purpose, location and size of the Projects and the amount of the Bonds to be issued to finance the Projects, which notice was published at least fourteen (14) days prior to final action upon this Bond Ordinance; and

WHEREAS, the acquisition of the Project Property has been approved by the Tucumcari Public School District; and

WHEREAS, the Commission adopted Ordinance No. 49 on December 22, 2014, authorizing issuance of the County's (a) Taxable Industrial Revenue Bonds (Caprock Solar 1 LLC Project), Series 2015A (the "Series 2015A Bonds") and (b) Taxable Industrial Revenue Bonds (Caprock Solar 2 LLC Project), Series 2015B (the "Series 2015B Bonds" and together with the Series 2015A Bonds, the "Series 2015 Bonds"); and

WHEREAS, the Series 2015 Bonds have not and will not be issued, and the Commission desires to repeal Ordinance No. 49.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS, THE GOVERNING BODY OF QUAY COUNTY, NEW MEXICO:

Section 1. RATIFICATION. All actions not inconsistent with the provisions of this Bond Ordinance previously taken by the Commission and the officials of the County directed toward approval of the issuance and sale of the Bonds be approved and the same hereby are ratified, approved and confirmed.

Section 2. FINDINGS.

A. General. The Commission hereby declares that it has considered all relevant information presented to it relating to the Bonds and the Projects and hereby finds and determines that the issuance of the Bonds pursuant to the Bond Ordinance to provide funds for the Projects are necessary and advisable and in the interest of and will promote the use of the natural resources of the State, industry and trade and a sound and proper balance in the State between agriculture, commerce and industry.

B. The Commission finds that:

- (1) The Bonds will be issued for the purpose of financing the Projects.
- (2) The aggregate face amount of obligations to be issued with respect to financing the Projects will not collectively exceed \$116,500,000.
- (3) The developers of the Project Property are the Companies.
- (4) The Project Property is located in the County approximately twelve (12) miles south-southeast of Tucumcari and outside the corporate limits of any municipality located in the County.

Section 3. BONDS - APPROVAL, AUTHORIZATION AND DETAIL.

A. Approval and Sale.

The issuance of the Bonds in a principal amount not to collectively exceed \$116,500,000 and the use of the proceeds of the Bonds to finance the cost of the Projects including payment of transaction expenses related thereto are hereby approved and confirmed. The sale of the Bonds at par at a purchase price not to collectively exceed \$116,500,000 is approved.

B. Form and Terms.

Subject to the limitations set forth in this Bond Ordinance, the Bonds shall (i) be in the form and denomination and shall be numbered and dated as set forth in the Indentures, (ii) be payable as to principal and interest and subject to optional and mandatory redemption and defeasance in the amounts, upon the conditions and at the times and prices set forth in the Indentures; and (iii) be issued in a principal amount not to collectively exceed \$116,500,000, bearing interest at the rate and maturing on the date set forth in the Indentures.

C. Execution. The Bonds shall be signed by the presiding officer of the Board of County Commissioners of the County.

D. Interest Rate. The interest rate on the Bonds shall not exceed 6% per annum.

E. Issuance. The Bonds shall be issued on or before December 31, 2018. If the Series 2016A Bonds have been issued and construction has begun on the Caprock Solar 1 LLC Project on or before December 31, 2018, the issuance of the Series 2016B Bonds may be delayed on request of the Company until December 31, 2020.

Section 4. AUTHORIZATION OF OFFICERS; APPROVAL OF DOCUMENTS; ACTIONS TO BE TAKEN. The Leases shall include a provision that the Companies pay the County payments in lieu of taxes ("PILOT Payments") for so long as the Bonds are outstanding. The amount of the PILOT Payments shall be acceptable to the Commission and the Board of the Tucumcari Public School District. The Leases shall also include a "claw back" provision which requires the Companies to pay the County a percentage of the amount of abated ad valorem property taxes less the amount of the PILOT payments paid to the County if the Projects are abandoned or decommissioned within a time period determined by the Commission.

The Bond Documents in the form presented to the Commission are hereby approved. The presiding officer of the Board of County Commissioners of the County is authorized to approve the form, terms and provisions of the Bond Documents on behalf of the Commission, provided that such form, terms and provisions are consistent with this Bond Ordinance and to execute and deliver in the name and on behalf of the County, and the County Clerk or Deputy County Clerk is hereby authorized to attest, as necessary, the Bond Documents.

The County Clerk is further authorized to execute, authenticate and deliver such certifications, instruments, documents, letters and other agreements, including security agreements, and to do such other acts and things, either prior to or after the date of delivery of the Bonds, as are necessary or appropriate to consummate the transactions contemplated by the Bond Documents.

The Presiding Officer of the Commission, the County Manager and other officers of the County shall take such action as is necessary to effectuate the provisions of the Indentures and shall take such action as is necessary in conformity with the Act to finance the costs of the Projects and for carrying out other transactions as contemplated by this Ordinance, and the Bond Documents, including, without limitation, the execution and delivery of any closing documents to be delivered in connection with the sale and delivery of the Bonds.

Section 5. DELIVERY OF BONDS. Upon the execution of the Bond Documents, the satisfaction of the conditions set forth in the Bond Documents and upon receipt of the purchase price for the Bonds, the Bonds shall be executed, authenticated and delivered to the Purchaser. The Bonds shall not be valid for any purpose until the Bonds have been properly authenticated as set forth in the Indentures.

Section 6. FUNDS AND ACCOUNTS. There is established in the Indentures, and on and after the date on which the Bonds are issued there shall be maintained, the funds and accounts as set forth in the Indentures. Other funds and accounts may be established as are necessary under the Indentures.

**Section 7. FINDINGS REGARDING PAYMENT OF PRINCIPAL AND OTHER MATTERS.** The following determinations are made:

A. The maximum amount necessary in each year to pay the principal of and interest on the Series 2016A Bonds, assuming issuance of the Series 2016A Bonds as of January 15, 2016, in the maximum aggregate principal amount of \$55,000,000 and bearing an interest rate of Five and No/100 percent (5.0%), is as follows:

<u>Year</u>	<u>Total Debt Service</u>	<u>Principal</u>	<u>Interest</u>
2017	\$2,750,000	\$-0-	\$2,750,000
2018	\$2,750,000	\$-0-	\$2,750,000
2019	\$2,750,000	\$-0-	\$2,750,000
2020	\$2,750,000	\$-0-	\$2,750,000
2021	\$2,750,000	\$-0-	\$2,750,000
2022	\$2,750,000	\$-0-	\$2,750,000
2023	\$2,750,000	\$-0-	\$2,750,000
2024	\$2,750,000	\$-0-	\$2,750,000
2025	\$2,750,000	\$-0-	\$2,750,000
2026	\$2,750,000	\$-0-	\$2,750,000
2027	\$2,750,000	\$-0-	\$2,750,000
2028	\$2,750,000	\$-0-	\$2,750,000
2029	\$2,750,000	\$-0-	\$2,750,000
2030	\$2,750,000	\$-0-	\$2,750,000
2031	\$2,750,000	\$-0-	\$2,750,000
2032	\$2,750,000	\$-0-	\$2,750,000
2033	\$2,750,000	\$-0-	\$2,750,000
2034	\$2,750,000	\$-0-	\$2,750,000
2035	\$2,750,000	\$-0-	\$2,750,000
2036	\$2,750,000	\$-0-	\$2,750,000
2037	\$2,750,000	\$-0-	\$2,750,000
2038	\$2,750,000	\$-0-	\$2,750,000
2039	\$2,750,000	\$-0-	\$2,750,000
2040	\$2,750,000	\$-0-	\$2,750,000
2041	\$2,750,000	\$-0-	\$2,750,000
2042	\$2,750,000	\$-0-	\$2,750,000
2043	\$2,750,000	\$-0-	\$2,750,000
2044	\$2,750,000	\$-0-	\$2,750,000
2045	\$2,750,000	\$-0-	\$2,750,000
2046	\$57,750,000	\$55,000,000	\$2,750,000

B. The maximum amount necessary in each year to pay the principal of and interest on the Series 2016B Bonds, assuming issuance of the Series 2016B Bonds as of January 15, 2016, in the maximum aggregate principal amount of \$61,500,000 and bearing an interest rate of 5.0%, is as follows:

<u>Year</u>	<u>Total Debt Service</u>	<u>Principal</u>	<u>Interest</u>
2017	\$3,075,000	\$-0-	\$3,075,000
2018	\$3,075,000	\$-0-	\$3,075,000
2019	\$3,075,000	\$-0-	\$3,075,000
2020	\$3,075,000	\$-0-	\$3,075,000
2021	\$3,075,000	\$-0-	\$3,075,000
2022	\$3,075,000	\$-0-	\$3,075,000
2023	\$3,075,000	\$-0-	\$3,075,000
2024	\$3,075,000	\$-0-	\$3,075,000
2025	\$3,075,000	\$-0-	\$3,075,000
2026	\$3,075,000	\$-0-	\$3,075,000
2027	\$3,075,000	\$-0-	\$3,075,000
2028	\$3,075,000	\$-0-	\$3,075,000
2029	\$3,075,000	\$-0-	\$3,075,000
2030	\$3,075,000	\$-0-	\$3,075,000
2031	\$3,075,000	\$-0-	\$3,075,000
2032	\$3,075,000	\$-0-	\$3,075,000
2033	\$3,075,000	\$-0-	\$3,075,000
2034	\$3,075,000	\$-0-	\$3,075,000
2035	\$3,075,000	\$-0-	\$3,075,000
2036	\$3,075,000	\$-0-	\$3,075,000
2037	\$3,075,000	\$-0-	\$3,075,000
2038	\$3,075,000	\$-0-	\$3,075,000
2039	\$3,075,000	\$-0-	\$3,075,000
2040	\$3,075,000	\$-0-	\$3,075,000
2041	\$3,075,000	\$-0-	\$3,075,000
2042	\$3,075,000	\$-0-	\$3,075,000
2043	\$3,075,000	\$-0-	\$3,075,000
2044	\$3,075,000	\$-0-	\$3,075,000
2045	\$3,075,000	\$-0-	\$3,075,000
2046	\$64,575,000	\$64,000,000	\$3,075,000

C. The Bonds will bear interest at the Annual Long-Term Applicable Federal Rate for the month in which the Bonds are issued for purposes of Section 1288(b) of the Internal Revenue Code.

D. The Bonds may be redeemed at any time without premium.

E. It shall not be necessary to deposit any amount in a debt service reserve fund or a repair and replacement reserve fund for the maintenance of the Project Property.

F. The Leases require that the Companies maintain the Project Property in safe repair and in such operating condition as is needed for its operations and carry proper insurance with respect to the Project Property as provided in the Leases.

G. The Leases require the Companies to make lease payments in an amount sufficient to pay the principal of and interest on the Bonds as principal and interest become due and to pay all Related Costs.

Section 8. LIMITED OBLIGATIONS. The Bonds shall be a special limited obligation of the County, payable solely from the Base Rent (as defined in the Leases) paid by the Companies to the County as described in the Indenture and any other property or interest of the County specifically pledged under the Indenture and shall never constitute a debt or indebtedness of the County or the State or any political subdivision thereof within the meaning of any provision or limitation of the State Constitution or statutes, and shall not constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. Nothing contained in the Bond Ordinance or in the Bond Documents or any other instruments shall be construed as obligating the County (except with respect to the Project Property and the application of the revenues therefrom and the proceeds of the Bonds, all as provided in the Bond Documents), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing powers, nor shall the breach of any agreement contained in the Bond Ordinance, the Bond Documents, the Bonds or any other instrument be construed as obligating the County (except with respect to the Project Property and the application of the revenues therefrom and the proceeds of the Bonds, all as provided in the Bond Documents), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing power, the County having no power to pay out of its general funds, or otherwise contribute any part of the costs of constructing or equipping the Project Property, nor power to operate the Project Property as a business or in any manner except as lessor of the Project Property.

Section 9. APPROVAL OF INDEMNIFICATION. The Commission specifically requires that the Leases contain provisions relating to indemnification which provide that the Companies shall indemnify and hold harmless the County and its Board of County Commissioners, officials, employees and agents against liability to the Companies, or to any third parties, that may be asserted against the County or its Board of County Commissioners, officials, members, officers, employees or agents with respect to the County's ownership of the Project Property or the issuance of the Bonds and arising from the condition of the Project Property or the acquisition, construction and operation of the Project Property by the Companies, except to the extent New Mexico Statutes Annotated Section 56-7-1, NMSA 1978, would preclude such indemnity, and except claims for any loss or damage to the extent caused by the gross negligence or willful misconduct of the County or its Board of County Commissioners, or any official, employee or agent of the County.

Section 10. **BOND ORDINANCE IRREPEALABLE.** After the Bonds are issued, the Bond Ordinance shall be and remain irrepealable until the Bonds, including interest, are fully paid, canceled and discharged or there has been defeasance of the Bonds in accordance with the Indentures.

Section 11. **REPEALER.** All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent with this Bond Ordinance are repealed by this Bond Ordinance but only to the extent of that inconsistency. County Ordinance No. 49 is hereby repealed in its entirety. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, previously repealed.

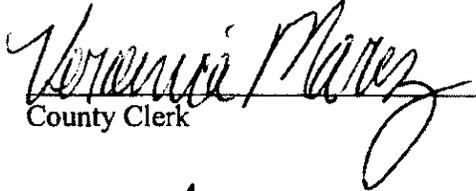
Section 12. **SEVERABILITY.** If any section, paragraph, clause or provision of the Bond Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of the Bond Ordinance.

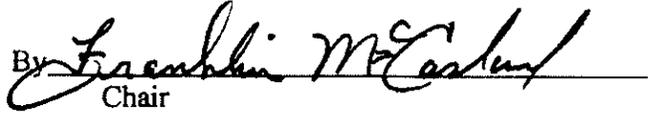
Section 13. **RECORDING; AUTHENTICATION; PUBLICATION; EFFECTIVE DATE.** This Ordinance, immediately upon its final passage and approval, shall be authenticated by the signature of the presiding officer of the Board of Commissioners, and by the signature of the County Clerk or any Deputy County Clerk, and shall be recorded in the Ordinance book of the County, kept for that purpose, and shall be in full force and effect thereafter in accordance with the laws of the State, and notice of adoption thereof shall be published once in a newspaper which maintains an office in, and is of general circulation in the County.

Done this 23<sup>rd</sup> day of November, 2015.

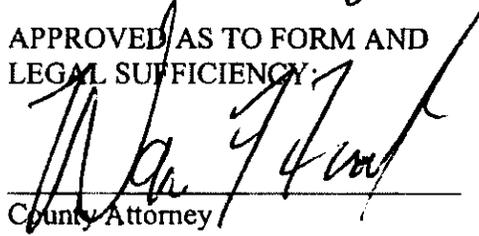
ATTEST:

QUAY COUNTY, NEW MEXICO  
BOARD OF COUNTY COMMISSIONERS

  
County Clerk

By   
Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
County Attorney



## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this 23rd day of November, 2015 between QUAY COUNTY, New Mexico, hereinafter referred to as "County", and MESA COUNSELING, hereinafter called "Contractor".

WHEREAS, Contractor is qualified to provide certain Mental Health Services to Quay County Detention Center Adults and Juvenile Detention detainees, and

WHEREAS, the County does not have sufficient existing staff to provide such services, and

WHEREAS, it would be in furtherance of the public security and welfare for the Contractor to provide the services set forth herein.

NOW, THEREFORE, it is agreed as follows:

1. **SERVICES.** Contractor shall provide basic mental health assessments and evaluations for detainees at the Quay County Detention Center (QCDC). Contractor shall make referrals as necessary. Contractor will provide follow-up evaluations for Protective Custody detainees, and these services will be provided in a timely manner. Contractor will also meet our requirements for Special Management Inmates per our policy by providing on-call services and weekly visits.
2. **PAYMENT.** Payment by the County of Contractor's compensation of \$1,300.00 + GRT per month shall be paid monthly upon receipt of an invoice detailing dates and times of services for each detainee.

The County will provide any necessary examination area to perform services under this agreement. Contractor will provide her/his own transportation and their own liability insurance covering all staff for at least one million dollars (\$1,000,000) and name Quay County as a co-insured. Provide the county with a copy of the certificate.

3. **STATUS AND TERM.** Contractor shall perform services as an independent contractor and is not authorized to act as an agent of Quay County. Contractor will not be entitled to any of the fringe benefits available to employees of Quay County. Contractor will be obligated to pay all taxes on compensation received pursuant to this agreement. Services shall be coordinated with Quay County Detention Administrator. This agreement may be terminated by either party upon 30-day written notice. However, Quay County reserves the right to terminate this contract prior to its stated termination date if it determines that the mental health services are unacceptable. This determination is at the sole discretion of the Quay County Board of Commissioners. Termination on these grounds requires no advance notice. Quay County will indemnify and hold harmless the Contractor from all claims, losses and

liabilities arising out of this agreement except those resulting from the Contractor's own negligent/intentional acts or omissions.

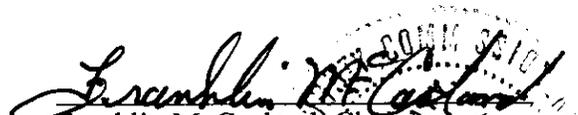
4. **EMPLOYEES OF CONTRACTOR.** All persons retained by the Contractor to render the services required by this agreement shall be employees of the Contractor and shall be solely responsible for their acts, their compensation and all taxes associated with their employment by the Contractor.
  
5. **CONFIDENTIALITY.** Any confidential information provided to or developed by the Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of Quay County or the inmate as the case may be.
  
6. **ASSIGNMENT OR TRANSFER.** Contractor shall not assign or transfer any interest in this agreement or assign any claims for money due under this agreement without prior written approval of the County.
  
7. **ENTIRE AGREEMENT.** This Contract contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing by the parties hereto their respective successors in interest.
  
8. **GOVERNING LAW.** This Contract shall be governed by the laws of New Mexico. In the event legal proceedings are instituted to enforce its terms, the prevailing party shall be entitled to reasonable attorney fees and costs.

DATED THIS 23 DAY OF November, 2015.

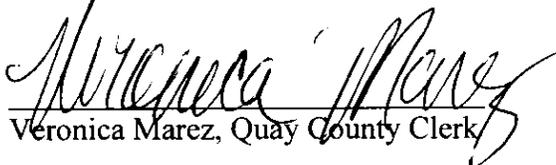
**CONTRACTOR**

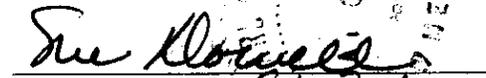
  
Contractor

**QUAY COUNTY BOARD OF COMMISSIONERS**

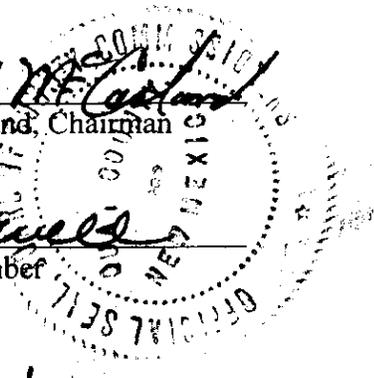
  
Franklin McCasland, Chairman

ATTEST:

  
Veronica Marez, Quay County Clerk

  
Sue Dowell, Member

  
Mike Cherry, Member



**AMENDMENT TO:  
JUVENILE DETENTION CENTER CONTRACT**

WHEREAS, the parties to the original contract contemplated that changes in the fee for services would be changed by simple amendment; and,

WHEREAS, The McKinley County Board of Commissioners pursuant to paragraph 4 on the original contract, reviewed the costs of housing Juvenile Detainees at their meeting of October 27, 2015; and,

WHEREAS, The McKinley County Board of Commissioners adopted a new rate for housing service that shall amend this contract as stated below.

NOW THEREFORE, it is agreed to, by and between McKinley County and Quay County that the original contract shall be amended at paragraph 4 to read as follows:

4. Payment.

a. In consideration for the service of housing Detainees of Quay County, Quay County shall pay McKinley County the general detention rate as set from time to time by the Board of County Commissioners. The rate as set by the McKinley County Board of County Commissioners at their October 27, 2015 meeting is One Hundred Seventy-five dollars per day, per Detainee. Payments may be reviewed and changed by simple amendment to this contract.

McKinley County will bill Quay County on a "partial day" basis. Partial day billing will be set up as follows: From the time of acceptance into the McKinley County Juvenile Detention center to the sixth hour will be forty-three dollars and seventy-five cents (\$43.75), at the start of the sixth hour through the twelve hour will be an additional forty-three dollars and seventy-five cents (\$43.75), etc. through the twenty fourth hour. This will total One Hundred seventy five dollars per detainee in a 24 hour period.

b. In addition to the above cost, Quay County shall reimburse McKinley County for all necessary medical, dental, and/or pharmaceutical expenses incurred by, or on behalf of, Detainees arising out of injuries or illnesses of, or to, the Detainee's arrest. This is a Cost Reimbursement Basis.

IT IS FURTHER AGREED to, by and between McKinley County and Quay County that the remaining provisions of the original contract remain unchanged and in full force and effect.

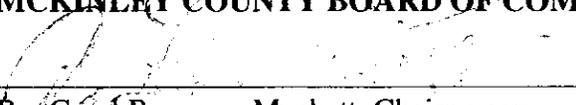
DONE AS INDICATED ON THE DATES BELOW.

**MCKINLEY COUNTY BOARD OF COMMISSIONERS**

Approved in Open meeting of October 27, 2015  
by majority vote of the McKinley County  
Board of Commissioners

Date: October 27, 2015

**MCKINLEY COUNTY BOARD OF COMMISSIONERS**

  
By: Carol Bowman-Muskett, Chairperson

Date:

10/27/15

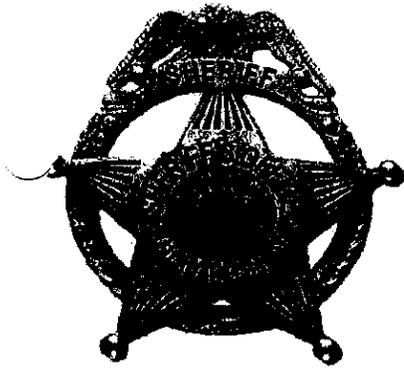
**QUAY COUNTY BOARD OF COMMISSIONERS**

  
By: Commission Chairperson  
or appropriate Designee

Date:

11/23/15





# **QUAY COUNTY SHERIFF'S OFFICE**

***SHERIFF RUSSELL SHAFER  
CHIEF DEPUTY DENNIS GARCIA***



## **Quay County Sheriff's Office Monthly Activity Report**

**October 21 - November 18, 2015**

**Total Calls for Service Responded to: 159**

**Total Civil Process: 115**

**Total Transports: 8 in state 2 out of state**

**Total Citations: 14**

**Total Arrests/Warrants Served: 8**

Contract No.	<u>D14837</u>
Vendor No.	<u>54395</u>
Project No.	<u>CAP-4-16(456)</u>
Control No.	<u>L400228</u>

**FIRST AMENDMENT TO  
COOPERATIVE AGREEMENT**

This First Amendment to Cooperative Agreement is entered into this 23 day of November, 2015, between the **DEPARTMENT OF TRANSPORTATION**, ("Department") and **QUAY COUNTY** ("Public Entity").

**RECITALS**

**Whereas**, the Department and the Public Entity entered into a Cooperative Agreement, Contract No. **D14837** on **July 28, 2015**; and,

**Whereas**, Section Twenty-Two, "Amendment" allows the parties to alter the Cooperative Agreement by written consent of the parties; and,

**Whereas**, the Department and the Public Entity want to waive the 25% Public Entity's matching share; as provided for under Section 67-3-28.2 E, NMSA 1978; and,

Now, therefore, the Department and the Public Entity agrees as follows:

1. Section Two, "Project Funding by Parties" is deleted and replaced by the following:

1. The estimated total cost for the Project is **Two Hundred Sixty Six Thousand, Three Hundred Forty Eight Dollars, and No Cents (\$266,348.00)**. The Project is to be funded as follows:

a. Department shall fund the Project from the following Programs:

State Road Fund	75%	\$ 199,761.00
Match Waiver Program	25%	\$ 66,587.00

**For Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various entity streets.**

b. The **Public Entity's** required proportional matching of 25% is **Waived**

c. **Total Project Cost** **\$ 266,348.00**

2. The Public Entity shall pay all Project costs, which exceed the total amount of **Two Hundred Sixty Six Thousand, Three Hundred Forty Eight Dollars, and No Cents (\$266,348.00)**.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this first Amendment.

In witness whereof, the parties have set their hands and seals this day and year set forth below.

**NEW MEXICO STATE DEPARTMENT OF TRANSPORTATION**

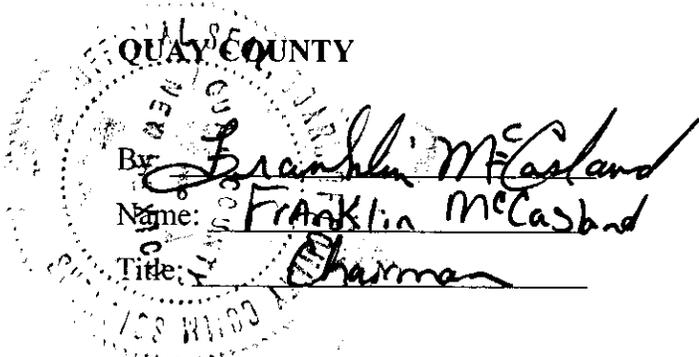
By: \_\_\_\_\_  
**Cabinet Secretary or Designee**

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

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

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

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



By: Franklin McCasland  
Name: Franklin McCasland  
Title: Chairman

Date: 11/23/15

**ATTEST:**

By: Veronica Mares  
**QUAY COUNTY CLERK**

Date: 11/23/15



*New Mexico* DEPARTMENT OF  
**TRANSPORTATION**

November 17, 2015

Mr. Larry Moore, Road Superintendent  
Quay County  
P.O. Box 1246  
Tucumcari, NM 88401

Dear Mr. Moore,

Attached are **(4) Match Waiver** Original First Amendments to **SP-4-16(905)** to be entered into between the New Mexico Department of Transportation and **Quay County** for your review and signature. Please return all **(4)** amendments to our office ASAP. The Match Waiver is not in effect until the amendment is fully executed.

As always the NMDOT is here to help the entities if help is needed. Should you have any questions, please do not hesitate to contact my office at 505-454-3606.

Sincerely,

John A. Herrera  
LGRF Coordinator

xc: LGRF Files

**Susana Martinez**  
Governor

**Tom Church**  
Cabinet Secretary

**Commissioners**

**Pete K. Rahn**  
Chairman  
District 3

**Ronald Schmeits**  
Vice Chairman  
District 4

**Dr. Kenneth White**  
Secretary  
District 1

**David Sepich**  
Commissioner  
District 2

**Butch Mathews**  
Commissioner  
District 5

**Jackson Gibson**  
Commissioner  
District 6

Contract No.	<u>D14838</u>
Vendor No.	<u>54395</u>
Project No.	<u>SP-4-16(905)</u>
Control No.	<u>L400240</u>

**FIRST AMENDMENT TO  
COOPERATIVE AGREEMENT**

This First Amendment to Cooperative Agreement is entered into this 23 day of November 2015, between the **DEPARTMENT OF TRANSPORTATION**, (“Department”) and **QUAY COUNTY** (“Public Entity”).

**RECITALS**

**Whereas**, the Department and the Public Entity entered into a Cooperative Agreement, Contract No. **D14838** on **July 28, 2015**; and,

**Whereas**, Section Twenty-Two, “Amendment” allows the parties to alter the Cooperative Agreement by written consent of the parties; and,

**Whereas**, the Department and the Public Entity want to waive the 25% Public Entity’s matching share; as provided for under Section 67-3-28.2 E, NMSA 1978; and,

Now, therefore, the Department and the Public Entity agrees as follows:

1. **Section Two, "Project Funding by Parties"** is deleted and replaced by the following:

1. The estimated total cost for the Project is **One Hundred Forty Four Thousand, Five Hundred Twenty Five Dollars, and No Cents (\$144,525.00)**. The Project is to be funded as follows:

a. Department shall fund the Project from the following Programs:

State Road Fund	75%	\$ 108,394.00
Match Waiver Program	25%	\$ 36,131.00

**For Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various entity streets.**

b. The **Public Entity's** required proportional matching of 25% is **Waived**

c. **Total Project Cost** **\$ 144,525.00**

2. The Public Entity shall pay all Project costs, which exceed the total amount of **One Hundred Forty Four Thousand, Five Hundred Twenty Five Dollars, and No Cents (\$144,525.00)**.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this first Amendment.

In witness whereof, the parties have set their hands and seals this day and year set forth below.

**NEW MEXICO STATE DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
**Cabinet Secretary or Designee**

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

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

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

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

**QUAY COUNTY**

**OFFICIAL SEAL**  
BY: Franklin McCasland  
Name: Franklin McCasland  
Title: Chairman

Date: 11/23/15

**ATTEST:**

By: Veronica Marie  
**QUAY COUNTY CLERK**

Date: 11/23/15



*New Mexico* DEPARTMENT OF  
**TRANSPORTATION**

November 17, 2015

Mr. Larry Moore, Road Superintendent  
Quay County  
P.O. Box 1246  
Tucumcari, NM 88401

Dear Mr. Moore,

Attached are **(4) Match Waiver** Original First Amendments to **CAP-4-16(456)** to be entered into between the New Mexico Department of Transportation and **Quay County** for your review and signature. Please return all **(4)** amendments to our office ASAP. The Match Waiver is not in effect until the amendment is fully executed.

As always the NMDOT is here to help the entities if help is needed. Should you have any questions, please do not hesitate to contact my office at 505-454-3606.

Sincerely,

John A. Herrera  
LGRF Coordinator

xc: LGRF Files

**Susana Martinez**  
Governor

**Tom Church**  
Cabinet Secretary

Commissioners

**Pete K. Rahn**  
Chairman  
District 3

**Ronald Schmeits**  
Vice Chairman  
District 4

**Dr. Kenneth White**  
Secretary  
District 1

**David Sepich**  
Commissioner  
District 2

**Butch Mathews**  
Commissioner  
District 5

**Jackson Gibson**  
Commissioner  
District 6



**QUAY COUNTY  
FY 2015-2016 RESOLUTION NO. 14**

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOCAL GOVERNMENT PLANNING GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), AND QUAY COUNTY (THE "GRANTEE"), IN THE AMOUNT OF THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500) EVIDENCING AN OBLIGATION OF THE GRANTEE TO UTILIZE THE GRANT AMOUNT AND THE LOCAL MATCH AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE WATER MASTER PLAN, AND SOLELY IN THE MANNER DESCRIBED IN THE GRANT AGREEMENT; CERTIFYING THAT THE GRANT AMOUNT, TOGETHER WITH THE LOCAL MATCH AMOUNT AND OTHER FUNDS AVAILABLE TO THE GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of the Resolution unless the context requires otherwise.

WHEREAS, the Grantee is a political subdivision of the state, being a legally and regularly created, established, organized and existing County under the general laws of the State and more specifically, NMSA 1978, §§ 4-7-1 through 4-7-3, as amended; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority's Rules Governing the Local Government Planning Fund and NMSA 1978, § 6-21-6.4, as amended; and

WHEREAS, the Governing Body hereby determines that the Project may be financed with amounts granted pursuant to the Grant Agreement, that the Grant Amount, together with the Local Match and other moneys available to the Grantee, is sufficient to complete the Project, and that it is in the best interest of the Grantee and the public it serves that the Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Grant Agreement, accept the Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and a Planning Document must be completed within one (1) year from the Closing Date,

or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grant Agreement shall not constitute a general obligation of the Grantee or a debt of pledge of the faith and credit of the Grantee, the Finance Authority or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the County Clerk this Resolution and the form of the Grant Agreement which is incorporated by reference and made a part hereof; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Grant Amount for the purposes described and according to the restrictions set forth in the Grant Agreement; and (ii) the authorization, execution and delivery of the Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

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

**Section 1. Definitions.** A Definitions. All terms used herein have the same definition as contained in the draft Grant Agreement, dated December 11, 2015.

**Section 2. Ratification.** All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Grantee and officers of the Grantee, directed toward the Project and the execution and delivery of the Grant Agreement, shall be and the same hereby is ratified, approved and confirmed.

**Section 3. Authorization of the Project and the Grant Agreement.** The Project and the method of funding the Project through execution and delivery of the Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Grantee and the public it serves.

**Section 4. Findings.** The Governing Body on behalf of the Grantee hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to address maintenance and upgrading of local systems, water sources, water demand, conservation, budgeting, metering, water loss and water rights.

B. The costs of the Project are beyond the local control and resources of the Grantee.

C. The Project and the execution and delivery of the Grant Agreement pursuant to the Act to provide funds for the financing of the Project are in the interest of the public health, safety and welfare of the public served by the Grantee.

D. The Grantee will perform (or cause to be performed) the Project with the proceeds of the Planning Grant, and will utilize the Project for the purposes set forth in the Grant Agreement.

E. The Grantee will forfeit the Planning Grant if the Grantee fails to utilize the Grant Amount within one (1) year of the Closing Date.

F. The Local Match is legally available to be applied to the Project.

**Section 5. Grant Agreement—Authorization and Detail.**

A. Authorization. This Resolution has been adopted by the affirmative vote of a majority of a quorum of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Grantee and performing the Project, it is hereby declared necessary that the Grantee execute and deliver the Grant Agreement evidencing the Grantee's acceptance of the Grant Amount of Thirty Seven Thousand Five Hundred Dollars (\$37,500) and the availability of the Local Match in the amount of Twelve Thousand Five Hundred Dollars (\$12,500) to be utilized solely for the Project and solely in the manner and according to the restrictions set forth in the Grant Agreement, the execution and delivery of which are hereby authorized. The Grantee shall use the proceeds of the Grant and the Local Match to finance the performance of the Project. The Project will be owned by the Grantee and will be utilized by the Grantee as set forth in the Grant Agreement.

B. Detail. The Grant Agreement shall be in substantially the form of the Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of Thirty Seven Thousand Five Hundred Dollars (\$37,500).

**Section 6. Approval of Grant Agreement.** The form of the Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Grant Agreement with such changes, insertions, and deletions as may be approved by such individual Authorized Officers, and the County Clerk is hereby authorized to affix the seal of the Grantee on the Grant Agreement and attest the same. The execution of the Grant Agreement shall be conclusive evidence of such approval.

**Section 7. Disposition of Proceeds; Completion of Acquisition of the Project.**

A. Grant Account. The Grantee hereby consents to creation of the Grant Account by the Finance Authority and approves of the deposit of the Grant Amount into the Grant Account. Until the Completion Date, the money in the Grant Account shall be used and paid out solely for the purpose of the Project in compliance with applicable law and the provisions of the Grant Agreement.

B. Completion of Acquisition of the Project. The Grantee shall proceed to acquire and complete the Project with all due diligence. Upon the Completion Date, the Grantee shall execute a certificate substantially in the form attached as Exhibit "C" to the Grant Agreement

stating that acquisition of and payment for the Project have been completed. As soon as practicable and, in any event, not more than sixty (60) days after the Completion Date, any balance remaining in the Grant Account shall be transferred and returned to the Local Government Planning Grant Fund.

C. Finance Authority Not Responsible. The Finance Authority shall in no manner be responsible for the application or disposal by the Grantee or by the officers of the Grantee of the funds derived from the Grant Agreement or of any other funds held by or made available to the Grantee's in connection with use of the Project.

**Section 8. Authorized Officers.** Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Grant Agreement, and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Grant Agreement, including, but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Grant Agreement.

**Section 9. Amendment of Resolution.** This Resolution after its adoption may be amended without receipt by the Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

**Section 10. Resolution Irrepealable.** After the Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations of the Grantee under the Grant Agreement shall be fully discharged, as herein provided.

**Section 11. Severability Clause.** If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

**Section 12. Repealer Clause.** All bylaws, orders, resolutions, ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

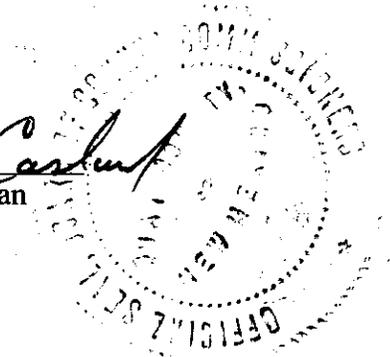
**Section 13. Effective Date.** Upon due adoption of this Resolution, it shall be recorded in the book of the Grantee kept for that purpose, authenticated by the signatures of the Chairman and County Clerk of the Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

**Section 14. Execution of Agreements.** Quay County through its Governing Body agrees to authorize and execute all such agreements with the Finance Authority as are necessary to consummate the Grant contemplated herein and consistent with the terms and conditions attached hereto.

PASSED, APPROVED AND ADOPTED THIS 23<sup>rd</sup> DAY OF NOVEMBER, 2015.

QUAY COUNTY

By Franklin McCasland  
Franklin McCasland, Chairman



[SEAL]

ATTEST:

By Veronica Marez  
Veronica Marez, County Clerk

*[Remainder of page intentionally left blank.]*

Governing Body Member \_\_\_\_\_ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member \_\_\_\_\_.

The motion to adopt said Resolution, upon being put to a vote was passed and adopted on the following recorded vote:

Those Voting Aye:

*Franklin McCasland*  
*Sue Howell*  
*Mark Perry*

Those Voting Nay:

Those Absent:

\_\_\_\_\_ ( ) members of the Governing Body having voted in favor of said motion, the Chairman declared said motion carried and said Resolution adopted, whereupon the Chairman and the County Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting on motion duly made, seconded and carried, was adjourned.

[Signature page follows.]

QUAY COUNTY

By Franklin McCasland  
Franklin McCasland, Chairman



[SEAL]

ATTEST:

By Veronica Marez  
Veronica Marez, County Clerk

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO            )  
                                                  ) ss.  
COUNTY OF QUAY                )

I, Veronica Marez, the duly qualified and acting County Clerk of Quay County (the "Grantee"), do hereby certify:

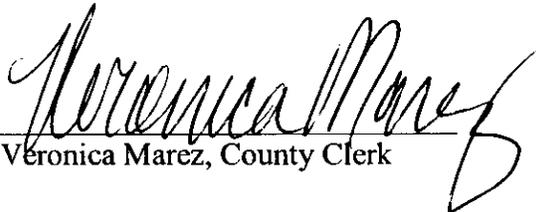
1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of Commissioners of the Grantee constituting the Governing Body of the Grantee, had and taken at a duly called regular meeting held at the Commission Room, Quay County Courthouse, 300 S. Third St., Tucumcari, NM 88401, on November 23, 2015, at the hour of 9:00 a.m., insofar as the same relate to the adoption of Resolution No. 14 and the execution and delivery of the proposed Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in the offices of the Grantee. None of the action taken in the said proceedings has been rescinded, repealed or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including, Grantee's Open Meetings Resolution No. 23 dated December 22, 2014 and presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 11<sup>th</sup> day of December, 2015.

QUAY COUNTY

By   
Veronica Marez, County Clerk



**EXHIBIT "A"**

**Notice of Meeting**

**QUAY COUNTY  
FY2015-2016  
RESOLUTION 15**

RESOLUTION OF THE QUAY COUNTY BOARD OF COUNTY COMMISSIONERS  
APPOINTING A REPLACEMENT DIRECTOR TO VACANCY ON THE BOARD OF THE UTE  
LAKE RANCH PUBLIC IMPROVEMENT DISTRICT NO. 2, QUAY COUNTY, NEW MEXICO

WHEREAS, Ute Lake Ranch Public Improvement District No. 2 (the "District") is an existing and validly formed public improvement district operating pursuant to and in accordance with the provisions of Chapter 5-11-1, *et seq.*, N.M.S.A., as amended; and

WHEREAS, on December 8, 2014, pursuant to Fiscal Year 2014-2015 Resolution No. 22, the Board of County Commissioners appointed Mr. John Warnick to serve the remainder of a six-year term as a member of the Board of Directors of the District, which term began in August, 2014; and

WHEREAS, Mr. Warnick has subsequently resigned as a board member of the District; and

WHEREAS, pursuant to Subsection C of Section 5-11-9, N.M.S.A., the Board of County Commissioners is authorized to appoint a new director to serve the remainder of the term of office formerly held by Mr. Warnick; and

WHEREAS, the remaining directors of the District have petitioned the Board of County Commissioners to appoint Mr. Chris Petro to serve as a board member of the District; and

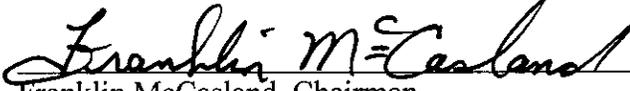
WHEREAS, the Board of County Commissioners has reviewed the petition of the District board of directors and has determined that filling the vacancy on the board of directors of the District serves the public interest.

NOW, THEREFORE, BE IT RESOLVED BY THE QUAY COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

**Section 1.** Mr. Chris Petro is appointed to fill the existing vacancy on the Ute Lake Ranch Public Improvement District No. 2 board of directors. Mr. Petro shall serve until August, 2020, which is the expiration of the term of office for Mr. Warnick's vacant position.

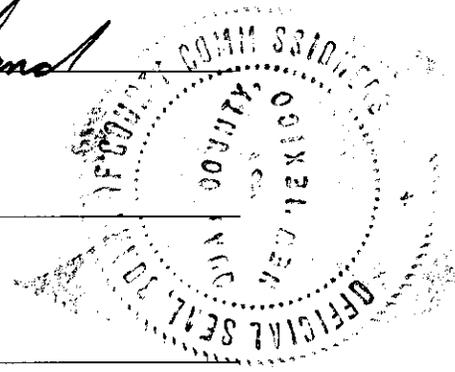
PASSED, APPROVED AND ADOPTED this 23<sup>rd</sup> day of November, 2015.

**BOARD OF QUAY COUNTY COMMISSIONERS**

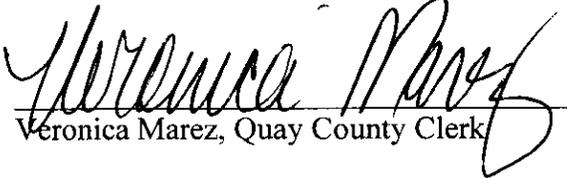
  
Franklin McCasland, Chairman

  
Sue Dowell, Member

  
Mike Cherry, Member



ATTEST:

  
Veronica Marez, Quay County Clerk