



AGENDA

City Commission Meeting

5:00 PM - Thursday, July 9, 2026

City Commission Chambers

City Hall, 215 E. Center, Tucumcari, NM 88401

INVOCATION

PLEDGE OF ALLEGIANCE

1. ROLL CALL

2. CONSIDERATION OF CHANGES OR DELETION TO AGENDA

A. Approval of Agenda

3. PUBLIC COMMENTS

Citizens wanting to speak during this time must sign up prior to the start of the meeting. Public comments is an opportunity for citizens to comment on city concerns; this is not for discussion nor questions or answers. Citizens will be given 3 minutes to speak.

4. CONSENT AGENDA

(The consent agenda is approved by a single motion. Any member of the Commission may request an item be transferred to the regular agenda from the consent without discussion or vote.)

A. Approval of Work Session Notes for June 16, 2026

[City Commission Work Session - 16 Jun 2026 - Minutes - Pdf](#)

B. Approval of Commission Meeting Minutes for June 16, 2026

[Special City Commission Meeting - 16 Jun 2026 - Minutes - Pdf](#)

C. Approval of Planning & Zoning Commission Meeting Minutes for June 23, 2026

[P & Z Commission Minutes for May 26, 2026](#)

D. Approval of Work Session Notes for June 23, 2026

[City Commission Work Session - 23 Jun 2026 - Minutes - Pdf](#)

E. Approval of Commission Meeting Minutes for June 25, 2026

[City Commission - 25 Jun 2026 - Minutes - Pdf](#)

5. LORENZO EMILLIO, CHIEF OF POLICE

A. Life Saving Award Ceremony

6. ADVISORY BOARD LIAISON UPDATES

7. CASEY MACKEY, FIRE CHIEF

A. Discussion and Action Regarding MES Quote for Equipment, Products, or Services

[Discussion and Action Regarding MES Quote for Equipment, Products, or Services - Pdf](#)

8. DARLENE HILES, COMMUNITY DEVELOPMENT DIRECTOR

- A. Discussion and Action Regarding Wastewater Re-Use Project Change Order
[Action and Discussion Regarding Wastewater Re-use Project Change Order - Pdf](#)

9. STEPHEN SALAS, PUBLIC WORKS DIRECTOR

- A. Discussion and Action Regarding the FY27 Local Government Road Fund Grant Agreement
[Action and Discussion Regarding the FY27 Local Government Road Fund Grant Agreement - Pdf](#)
- B. Discussion and Action Regarding **Resolution 2026-22**, Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation (NMDOT)
[Discussion and Action Regarding Resolution 2026-22, Participation in Local Government Road Fund Program Administered by New Mexico Department of Trans - Pdf](#)
- C. Discussion and Action regarding **Resolution 2026-23**, A Resolution Requesting a Match Waiver for the FY27 Local Government Road Fund (LGRF) Cooperative Agreement
[Action and Discussion Regarding the Match Waiver Resolution - Pdf](#)
- D. Discussion and Action regarding **Resolution 2026-24**, A Resolution Approving the FY27 Local Government Road Fund (LGRF) Cooperative Agreement
[Action and Discussion Regarding the Resolution on FY27 Local Government Road Fund Grant - Pdf](#)

10. ANGELICA GRAY, CITY CLERK/CPO

- A. Discussion and Action regarding the Engineering Services Agreement for Water Transmission Main, RFP#: 26-02

11. CLARA REY, SENIOR CENTER

- A. Discussion and Action regarding Contract 2026-2027-68040-N between the City of Tucumcari and North Central NM Economic Development District-Non Metro Area Agency on Aging
[Approval of Contract 2026-2027-68040-N between the City of Tucumcari and North Central NM Economic Development District-Non Metro Area Agency on Aging - Pdf](#)
- B. Discussion and Action regarding Contract 2026-27-68040 between the City of Tucumcari and the North Central NM Economic Development District-Non-Metro Area Agency on Aging
[Approval of Contract 2026-27-68040 between the City of Tucumcari and the North Central NM Economic Development District-Non Metro Area Agency on Aging - Pdf](#)

12. NEW BUSINESS

- A. Discussion and Action Regarding One (1) Application for the Appointment of Art Molinas for the Recreation Advisory Board
[Discussion and Action Regarding Applications for the Appointment of Recreation Advisory Board - Pdf](#)

- B. Discussion and Action Regarding Appointment of Brandis Moe and Angela McKinney to the Tucumcari Library Board
[Discussion and Action Regarding Appointment of Brandis Moe and Angela McKinney to the Tucumcari Library Board - Pdf](#)
- C. Discussion and Action Regarding Appointment of Sammy Garcia to the Cemetery Advisory Board
[Discussion and Action Regarding Appointment of Sammy Garcia to the Cemetery Advisory Board - Pdf](#)
- D. Discussion and Possible Action regarding Signatory Authority
[Discussion and Possible Action regarding signatory authority - Pdf](#)
- E. Discussion & Action regarding proposed changes to the Legal Services Agreement with Richard L. Queener
[Discussion & Action regarding proposed changes to the Legal Services Agreement with Richard L. Queener - Pdf](#)
- F. Discussion and Action regarding Amended Application for Lodger's Tax Funding from Stormi Sena regarding the use of the Convention Center for Route 66 Expo
[Discussion and Action regarding Amended Application for Lodger's Tax Funding from Stormi Sena regarding the use of the Convention Center for Route 66 - Pdf](#)
- G. Discussion and Possible Action regarding Budget FY27
[Discussion and Possible Action regarding Budget FY27 - Pdf](#)

13. EXECUTIVE SESSION

- A. Discussion and Possible Action(s) regarding Limited Personnel Matters pertaining to the City Manager, pursuant to Section 10-15-1(H)(2); and Meetings Subject to the Attorney Client Privilege pertaining to Threatened or Pending Litigation in which the public body is or may become a participant, pursuant to Section 10-15-1(H)(7)

14. C RENEE HAYOZ, CITY MANAGER

- A. City Manager's Report

15. ITEMS FROM COMMISSIONERS

16. ADJOURNMENT

If you are an individual with a disability, who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary, aid, or service to attend or participate in the meeting, please contact the City Clerk at 575-461-5997 at least five business (5) days prior to the meeting.

**THE NEXT REGULAR COMMISSION MEETING
WILL BE HELD ON JULY 23, 2026**



City Commission Work Session Notes

12:00 Noon - Tuesday, June 16, 2026

City Commission Chambers 215 E. Center, Tucumcari, NM

The City Commission Work Session of the City of Tucumcari was called to order on Tuesday, June 16, 2026, at 12:15 PM, in the City Commission Chambers.

1 ROLL CALL

Members present constituting a quorum was as follows: Marcella Willis, Mayor; Jerry Lopez, Commissioner appear by phone; and Keith L. Hayes, Commissioner. Jonathan Brito, Mayor Pro Tem and Barton C. Oglesby, Commissioner were absent.

STAFF: C. Renee Hayoz, City Manager; Stephen Salas, Public Works Director; Lorenzo Emillio, Police Chief; Kristen Southard, Deputy City Clerk; and Angelica Gray, City Clerk.

2 DISCUSSION ITEMS

- a) **Discussion with Lodger's Tax Advisory Board Members** - Mr. Bednorz stated that Al Patel had a detailed bulletin list. He continued to state that he had a couple of thoughts. If we're not hiring a marketing firm, and I'm not saying we're not, but we failed three times. We have had 3 different marketing firms and either we are, we as a city, and that includes lodger's tax, either we're not communicating what we want or haven't communicated. He continued, I believe that maybe instead of putting that money towards a marketing firm and I might be the minority on this, we should do an event coordinator or something like that. He also stated that he went to Las Vegas, NM over the weekend and they held a little league tournament. Their brackets were paid for by the city. This event put heads in beds. I stayed two nights.

Ms. Thompson stated that she thinks a marketing firm is the wrong tool. She also said that a marketing firm can only market a product. If we don't create the product, then what's there to market. We can bring people here, but can't make them come in. The previous marketing firm was looking for direction and quite honestly, unless we're in marketing, we don't know. Just like hiring the financial advisor, you are hiring a legal person who knows legal stuff. She continued, "I think the city really needs a professional marketing person or a group. I believe we need a tourism board or something but we really do need an event coordinator underneath the whole banner of tourism. That is where our bread and butter is coming right now and to continue to do so we need to create projects, not just wait for them to come to the podium.

Ms. Ridgon stated that she is 50/50 on a marketing firm. What Gray Media brought us and what he told us was great, but then we also need cooperation from the city, from everybody in the city. We have banners. She asked how many banners do we have that are sitting somewhere? The celebration, the year is halfway over. She continued, "I understand that we are counting on volunteers to install the hardware for the banners.

I understand that it's not getting done. People are either too busy or there's a lack of communication. We have a whole bunch of hundred-year celebration banners and the event is going to be done and over before we ever get them up. Half of the ones that are up are already faded, destroyed, fallen down. We need those other ones up. Ms. Rigdon stated that she is not really happy with the marketing firm, we need input from them.

Mayor Willis stated that those are all really good points. She and Ms. Hayoz have not found any rules regarding lodger's tax. She doesn't know it is just verbal rules that were set up through the years or tradition, but what I would like to see is us going forward over the next months or this year. We need to make some guidelines that we all know will work for us as a city. And, as for the State, it doesn't say that you have to be a certain mileage outside the city to advertise. Also, the State is concerned with the split of the percentage. It doesn't say promotion or executive, it says promotion or non-promotion. We can sponsor buildings, activities, and events. Anything that is basically public use, we can use lodger's tax money. It doesn't have to be except for that small percentage of promotion and I think the percentages change. The percentages have probably changed a lot over the years but Mayor Willis stated that "we can set the rules now". That is what she wants. She continued, "I want to challenge all of us to work together and make things better".

Mayor Willis continued, we are at the last part of the budget making process and we got a few events from now to next July so we forget about those that are in January until next July. Mr. Bednorz stated that everybody's supposed to have their application by April 1st. That goes from July 1st through the following year until June 30. That is how that works and which is what we need to be working towards. We need to keep a hard deadline and not accept, in my opinion, not accept applications after the deadline. Mr. Bednorz continued, "Why this person asked for \$5,000 and we're only going to give them \$2,000 but somebody else comes in, after the deadline, so someone else gets that \$3,000 that we didn't give the person that followed the rules.

Ms. Ridgon stated that there are a lot of people that don't understand the process. When Mr. Martinez came in front of the commission to ask for money for Rockabilly, he stated that if he had the money to pay himself, he wouldn't be asking for funding. Mayor Willis stated that we would never be able to give the money up front, that is not ever going to happen. Ms. Thompson answered, "That's not true. I have researched it from Albuquerque and also Santa Fe, the requestors do get money up front. Mayor Willis stated that a lot of people don't get reimbursed because they don't provide their receipts, canceled checks, etc.

Ms. Thompson stated that if there is a DMO (Destination Marketing Organization) that you know we can also, we can as a board, can pay for a DMO, people who do it as a profession. Mayor Willis stated that Ms. Thompson is talking about contracting and that's a different thing.

Commissioner Lopez stated that the state auditor does not recommend prepaying, wants it more of a reimbursable thing and if the city decides to do that, then the city has to make sure that contracts have been signed with those parties, making sure the party is following through. Then after the event is over, canceled checks, receipts, come in and show the proof to the city. I think that needs to be put into the application.

Mr. Bednorz stated why most cities use reimbursement. Even though the law allows some advances, many municipalities reimburse instead of paying up front. Number one, it protects the public. It creates an audit documentation and it reduces risk of misuse. He continued, this is a policy choice and not a requirement.

Ms. Thompson mentioned that the city was very slow at the reimbursement. Some people do not want to go through that again. They put up their own money and now they are waiting and that is not a great position to in as an event planner. You don't want to be waiting a year to get your money back. She continued, as far as having an event coordinator, I have been contacted by people who just want to book rooms for events. They are coming to Tucumcari and they don't know who to call.

Mr. David Brenner was recognized by the Mayor, he stated, quick update on the convention center calendar project. I'm still waiting for the gentleman who does it work for the city to run the scripts I've sent him. Ms. Gray stated to Mr. Brenner that the city just recently contracted Ardham Technologies and we are in the process of cutting over from Plateau and they will now be our IT people.

Mr. Brenner continued saying that he loved the early meeting and commented on the guidelines. As far as reimbursement only, that really should be evaluated in a case-by-case situation. I think anything that is marketing related, absolutely, we'll reimburse you for your marketing expenses.

Mr. Brenner stated that he believes the Chamber should be funded by its members, not by the lodgers tax. A DMO is much more likely to be something that has some portion of its budget funded by lodgers tax but not necessarily. An EDC that's independent of tourism. Maybe the lodgers tax should have a contingency budget. When we plan the lodgers tax budget, include in there a contingency amount to be used for unknown items that may come up and be extremely beneficial to the city.

Mr. Bednorz commented that AI is a little more prepared than the rest of us because he's putting stuff in bulletins, but I think he's a good asset.

b) Discussion regarding Budget FY27 - No discussion

Meeting adjourned at 1:51 p.m.

Angelica M. Gray, City Clerk



MINUTES

Special City Commission Meeting Meeting

12:00 PM - Tuesday, June 16, 2026

City Commission Chambers 215 E. Center, Tucumcari, NM

The Special City Commission Meeting of the City of Tucumcari was called to order on Tuesday, June 16, 2026, at 12:00 PM, in the City Commission Chambers.

1. ROLL CALL

Members present constituting a quorum was as follows: Marcella Willis, Mayor; Jonathan Brito, Mayor Pro Tem; Barton C. Oglesby, Commissioner; Keith Hayes, Commissioner. Jerry Lopez, Commissioner appeared by phone.

STAFF: C Renee Hayoz, City Manager; Stephen Salas, Public Works Director; Lorenzo Emillio, Police Chief; Darlene Hiles, Community Development Director; Kristen Southard, Deputy City Clerk; and Angelica Gray, City Clerk.

2. CONSIDERATION OF CHANGES OR DELETION TO AGENDA

A. **Approval of Agenda** - Mayor Pro Tem Brito made a motion to approve the agenda and Commissioner Oglesby seconded. Roll Call:

Willis	Brito	Lopez	Oglesby	Hayes
Yes	Yes	Yes	Yes	Yes

3. DARLENE HILES, COMMUNITY DEVELOPMENT DIRECTOR

A. **Discussion and Action regarding Resolution 2026-21 to extend the termination date to June 18, 2027, and signature on the CDBG Grant Agreement Amendment 2** - Ms. Hiles stated, this afternoon I'm presenting the resolution 2026-21 and also the grant agreement number two for the CDBG project and this is to extend the length of the term to end June 18, 2027.

Mr. Salas stated, the reason for the extension, just so you guys are clear and aware of what's going on, is that we originally had some funding and then they realized there's asbestos. So the grants about to be up and expired within a couple days or if it hasn't already. So now we have to go back and get more money to get the asbestos removed. That is why we are asking for an extension.

Mr. Salas continued, we had to go back and get \$300,000 more which we thought when they gave the \$300,000 that it would actually start from that day because they gave it \$300,000 but it didn't. It started from the day and so therefore we have to ask for this extension. We only have a few days before it actually expires.

Ms. Hiles stated that this year CDBG is offering three-year grants instead of two-year grants because a lot of people have asked for extensions and some people have asked

for multiple extensions. We're asking for one that carries through the end of June 2027, and we definitely expect our project schedule to be ahead of that.

Mayor Pro Tem Brito made a motion to accept Resolution 2026-21 and Commissioner Oglesby seconded. Roll Call:

Brito	Lopez	Oglesby	Hayes	Willis
Yes	Yes	Yes	Yes	Yes

4. ANGELICA GRAY, CITY CLERK/CPO

5. ADJOURNMENT

Meeting adjourned at 1:01 p.m.

Marcella Willis, Mayor

Angelica M. Gray, City Clerk

City of Tucumcari
Planning & Zoning Commission
May 26, 2026

The Tucumcari Planning & Zoning Commission met for a regular meeting on May 26, 2026, at the Community Development Building Meeting Room.

Member Present: David Absher, Michael Carlson, Tonya Rigdon, and Kathleen Handy

Staff Present: Yvonne Curley and Darlene Hiles

Public Present: Gabrielle Camrillo, Ruby Hendren, Daughter Hendren, Chief Emilio Lorenzo, Ian Adams, Robert Montoya and Tayseer Asad

Mr. Absher welcomes everyone to the meeting this evening.

Meeting was called to order at 5:15 p.m.

Roll Call for Attendance

Absher	Carlson	Rigdon	Handy
Yes	Yes	Yes	Yes

Considerations of Changes or Deletions to the Agenda

No changes or deletions

Mr. Carlson made a motion to accept the agenda for May 26, 2026. The motion was seconded by Mrs. Rigdon.

Roll Call for Voting to Accept Agenda

Absher	Carlson	Rigdon	Handy
Yes	Yes	Yes	Yes

Mr. Absher Opens **Public Meeting**

Yvonne – The first Variance application 2026 01 Robert Chandler, owner applicant fence variance height from 6 feet to 9 feet.

Mr. Absher asked for public discussion

Gabriella Cambria first of all it's shameful I have to spend my money to ask for a variance for my fence. My neighbors are here, I still have to be respectful to them. The problem isn't with them, it's with their son and brother. He's been using devices toward me. I reached out

to Lorenzo (Police Chief), with footage of a device at the window. He (Dennis Hendren Jr.) mirrored my TV, he had access to my cameras. I had a dream of the father that he had never met prior, telling him to “watch out for Dennis.” I woke up that day and went to his car. The car was unlocked, and the key fob wasn’t working. He decided to check his cameras, and they had also stopped working. He reached out to Apple and the camera company. The company informed him of when and how the cameras were stopped. I have reached out to Excel Energy. The company informed him that his smart meter had stopped 4 times, two for a power outage and twice from someone pulling out the sensor. I replaced the fence panel higher. She (Ruby Hendren) gave me approval. I gave her back the panels that Mr. Hendren had paid for. I wanted 6ft to have more privacy. When the son (DJ Hendren aka Dennis Hendren Jr.) had got out of prison is when this all started. Holes were put in the brand-new fence panels. Gabriel had reached out to Lorenzo on all issues. Gabriel was arrested for confronting neighbor for mirroring TV.

Mr. Absher – Can I interrupt you for a second?

Gabriell- Why do I want the fence? I want the fence for my privacy, safety and security. That’s why I want the fence. I don’t want to spend money but to give me my privacy and security, I am asking for the fence. My cameras show a glowing light in the neighbor’s window. I shouldn’t have to ask for this. I am by a school. I should feel safe but I’m not because of who is living next door.

Mr. Absher Would anyone else from the audience like to say something.

Ruby Hendren – I never gave him approval. We never talked about it.

Absher – You are all aware of the allowable fence height?

Chief of Police – I would like to address the board as the Chief of Police and speak to you about facts. My approach to this fence variance is a concern of tactics. From my perspective the current fence that is in fence is a violation of city ordinance. This department has conducted a criminal damage to property case that stems from the panels installed, were installed on the Hendren’s fence without their approval. There is a criminal case that is pending based on results of this variance application. I’d like the board to consider that this house would be used in a tactical situation, in the event of one. The location of those would provide cover for the officers in a situation. The fence height at this location would drastically affect the polices inverse, their egress. It’s going to change the police department’s approach in a negative direction, if a situation were to occur at the High School. This location would be an immediate retreat point for the department in a dangerous situation. It’s a huge safety factor. I have personally been called to the house to remove the panels myself. Parts of it have blown in the neighbor’s yard due to high winds.

It's a dangerous fence for the kids walking to school on a windy day. We are still investigating Mr. Camarillo's concerns. He has also been arrested for a violation of law. I believe the issues he has expressed will not be solved by adding 3 feet to a fence. The Tucumcari PD does not support the fence for tactical reasons, safety for the children, the community and the officers of the city.

Mr. Camarillo – Can I rebut? I have an engineer who designed the fence and I will follow her specs. What I did was a temporary block from the neighbor's devices that cause headaches, and allows him to listen to my conversation. There is a 10-foot tree at the neighbors that should be cut down and I will pay for it. Let me show you the video. I'm not making this up.

Mr. Absher- Excuse me. Sir, you have had your time. We're not saying you're making it up but that's now why we are here as Planning and Zoning. Thank you. Any comment from the commissioners? Anyone else? Yvonne if you could please.

Yvonne – Variance application 2026-02 Robert Montoya is requesting a 5-foot set back from the regulated set back in an R-2 which is 20 feet.

Mr. Absher – Does anyone in the audience have anything to say about the second item?

Mrs. Rigdon – Is Mr. Montoya not here?

Robert Montoya – Yes, I am here. I want a carport on the property to keep my cars covered up. It's not blocking anything.

Mr. Absher – Any letters or phone calls on this variance?

Yvonne – No letters or phone calls for or against.

Mrs. Rigdon – I'm confused. Are you on the corner?

Mr. Montoya – Yes ma'am. I'm right on the corner of Rankin and Adams. I want the carport right in between the two houses.

Mr. Carlson – The neighbor is okay with this.

Mr. Montoya – They are renting the house next to mine and they have no problem with a carport.

Ms. Handy – The entrance is on Rankin?

Mr. Montoya – Yes, it is.

Mr. Absher – Any other questions?

Yvonne – He has a sideways property where the front set back is 20 feet, and the rear set back is 25 feet which leaves Mr. Montoya with 5 feet to put a carport on. This is why I suggested doing the variance. Nobody wants a 5-foot carport?

Mr. Absher – Any other questions on the car port?

Mrs. Rigdon – So would one side be closed?

Mr. Montoya – Both sides will be open.

Mr. Absher – Yvonne, I believe we are ready for our third item.

Mrs. Rigdon – The owner of the property, is she okay with it?

Mr. Montoya – I am the owner. I bought it.

Mr. Carlson – American Steel is putting it up and installing?

Mr. Montoya -Yes, they are.

Mr. Absher – Okay now we're ready for number three.

Yvonne – Rezone Application 2026-03 Tayseer Asad would like to Rezone his property from an R-2 to an R-3 for multi-family housing. To do so would amend the official zoning map.

Mr. Asher – Any issues with this application?

Yvonne – I have one letter. I had one phone call from a neighbor who did not want Rezone to take place. Read Letter from Cynthia Wright.

Mr. Absher – Is there anyone in the audience that would like to comment?

Mr. Asad – I own the property and has been used by drug addicts and homeless people more than once. The police have been called multiple times to this property for that reason and TPD currently have a person in jail for being at this property. I originally wanted to make a student dorm next to the college. In speaking with the President of the College, we wanted to test out the student dormitory at that location for a year or two. If this works at the 211 West Crutcher location, then the next step is to build a dormitory next to the college. This will give the college a good idea of how it will work; managing, securing, and safety. Keeping in mind the state standards will be followed. The college will be in close contact with the design of this property. I got the signatures of everyone on the block, and I don't think she lives there? The initial plan in the application is from an architect, and I was trying to find the sewage lines. He just received the sewage line map of the city. Now the architect can update the plans. Safety is a number one concern for the college and me. That's the plan.

Mr. Absher – in order to move ahead, the Rezoning is the deciding factor?

Mr. Asad – Yes

Ms. Handy – So this is all going to be done by the time school starts?

Mr. Asad - I have everything more or less ready. We cleaned it all out and redid the roof.

Ms. Handy – Are you adding additional square footage?

Mr. Asad – No additional square footage.

Mr. Carlson – Yvonne, does the person who wrote the letter live there or property owner?

Yvonne – I think she’s renting the property out, I don’t think she lives there. The signature for 1409 is Sergio not Cynthia, which makes me believe Sergio is renting the property.

According to the Quay County Property Profile, Cynthia is the Property Owner.

Mr. Asad – I live at the property and I know my neighbors. I’ve been called by Code Enforcement to clean up my property and I have done that.

Ms. Rigdon – I think she is the property owner and rents out the property.

Mr. Asad – We went around to all the neighbors to have them sign.

Mr. Absher – Any other questions from the commissioners?

Mr. Absher – Is there any other questions?

Darlene Hiles- Community Development, was not aware that this Rezone was in conjunction with the College and there is no letter submitted from the College with the application.

Mr. Asad – I need change the zone in order to move forward with this project. I have done my parts. The architect will take over after I get the zone change and he will submit to the state for other permits.

Mr. Absher – We have clarity on that. Anything else?

Gabrilla Camarillo – Can I give you clarity on the fence I’m asking for? I know that Chief Lorenzo thinks I’m going to raise the fence around the whole property. I’m only asking for the side between the neighbor’s house. I have a temporary block from the devices. I’m going to have it professionally done, welded, having the right materials and whatever needs to be done to get what I’m asking for.

Mr. Absher – At this point we would like to close the public meeting. If everyone could exit the room, then we can have our discussion.

**** Closed Meeting at 5:43 p.m.

**** Open Meeting at 6:39 p.m.

Mr. Absher – Thank you for waiting. We had a lot to discuss. We will reconvene and we can go over our motions. Yvonne would you go through the Variances.

Yvonne – Variance application 2026-01 Robert Chandler for the fence height variance.

Mr. Absher – We have unanimously decided to deny your variance without prejudice. We have our rules and regulations on height and everyone in the city has to abide by those rules.

Mr. Camarillo- Does that include the variance for the fence height in the front?

Absher – Yes sir, it does and you do have the right to appeal.

Mr. Camarillo – What the process on getting the appeal information?

Mr. Carlson – That would be with Yvonne.

Mr. Camarillo – To Yvonne I'll get with you as well.

Mr. Absher – On the second application, Yvonne

Yvonne – The second application is Variance application 2026-02 Robert Montoya for the 20 foot set back distance in the front to be changed to 5 feet for the car port.

Absher – Mr. Montoya, we approve your Variance application on your project. We appreciate you coming in and completing the process before you start the work.

Mr. Montoya – Thank you.

Yvonne – Rezone application 2026-03, Tayseer Asad, Rezoning of block 15 lots 7-12 of the Gamble addition.

Mr. Absher – We are in need of additional information for your project, Sir. Yvonne can you list the items of concern.

Yvonne – Sure, clarification for parking, who will be occupying the building. If the college is interested, a letter of interest from the college, responsibilities after completion, engineering plans with ADA bathrooms and exits.

Mr. Absher – We're not trying to hold up your project but we don't understand the total use of the property without more information before we make the decision to Rezone.

Mr. Asad – With all due respect, R-2 is for single guest and this is 6,200 square feet to use for multiple people. I have already spent a lot of money on the roof and clean up. Currently I have an architect that is waiting to create the plans but I cannot move forward with design and permitting to the state without the Rezone Approval. I have made a deal with the college that once I have finished the building, the college gets the keys. They rent it out and I get a percentage of the rent. The college will be responsible for the renters and the maintenance for the building. The Fire Marshal has to come approve the sprinkler system. I don't want to spend more money until I know the zone will be changed.

Mr. Absher – We're not saying we're going to deny your project, we just need more information with one more four-week delay. We feel we have to table because we don't have enough data. We need to make sure we're doing justice for the community, and we respect what you're saying about not wanting to spend any more money until the Rezone is approved but we are just asking for a little more clarification. We appreciate you wanting to develop and help our community grow.

Mr. Asad – Do I get the list from Yvonne?

Yvonne – Yes, I'll get that to you.

Mr. Absher – This will now be submitted for the next meeting. We have a fiduciary responsibility to the community. We're not questioning your ability to get this project done.

Ms. Handy – With fourteen rooms, and fourteen cars in the neighborhood, where are they going to park?

Mr. Asad – I should have mentioned, I own the quarter of the block. There will be parking on the land, not in the street.

Mr. Absher – If you could do that, we will look forward to seeing you next month.

Ruby Henderson – I have a question. How soon can you all have him take that fence down. It's not a fence, it's nasty.

Mr. Camarillo – Because it's temporary, that's why.

Ruby Henderson – there a piece that's already broke our fence on the south side.

Mr. Camarillo – I understand and I will get it taken care of. I asking for at least 6 more months because they are not going to allow me to have the fence. I'm going to go for the appeal. Again, I don't have a problem with you.

Ruby Hendren – I didn't have a problem with you until you ruined my fence.

Daughter Hendren – We're not here for that and you need to stop.

Mr. Absher – We need to move ahead with our meeting.

Mr. Camarillo – So do I get the paperwork from her? That's it? Am I able to get the basis of your denial?

Mr. Absher – Yvonne will get that to you at a later time.

Items from Staff

No Items from staff

Items from Commissioners

No Items from Commissioners

Mr. Absher – We need to have a motion to adjourn.

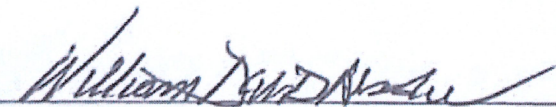
Adjournment

Mr. Carlson – I'll make a motion to adjourn.

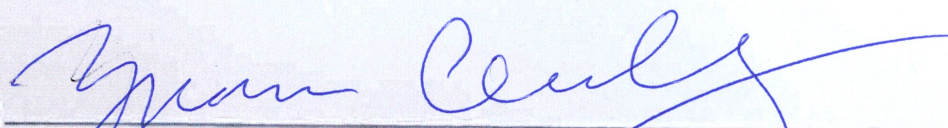
Ms. Handy – I'll second that.

Absher	Carlson	Rigdon	Handy
Yes	Yes	Yes	Yes

Meeting adjourned at 6: 50 p.m.

Approved By: 

William "David" Absher, Chair

Transcribed By: 

Yvonne Curley, Secretary

Acknowledged By: _____

Marcy Wills, Mayor



City Commission Work Session Notes

12:00 Noon - Tuesday, June 23, 2026

City Commission Chambers 215 E. Center, Tucumcari, NM

The City Commission Work Session of the City of Tucumcari was called to order on Tuesday, June 23, 2026, at 12:00 PM, in the City Commission Chambers.

1 ROLL CALL

Members present constituting a quorum was as follows: Marcella Willis, Mayor; Jonathan Brito, Mayor Pro Tem; and Keith L. Hayes, Commissioner. Commissioner Lopez and Commissioner Oglesby were absent.

STAFF: C. Renee Hayoz, City Manager; Stephen Salas, Public Works Director; Lorenzo Emillio, Police Chief; Kristen Southard, Deputy City Clerk; and Angelica Gray, City Clerk.

2 DISCUSSION ITEMS

- a) **Discussion regarding FY27 Budget** - Ms. Hayoz stated that there was nothing new on the budget. Mayor Willis provided a review/question to the commission. She stated they received data from the manager's proposal. Payroll gave us a list of deduction for employees, whether they left or not. Total of insurance is 927,665. If you take that along with employer pays, ytd 8,995,053 that was spent on salaries. It does not include the state taxes. Mayor Willis asked how big the budget was, how much the budget was for 2026. They were going back to 2023 but it was a lot lower than that.

Mayor Willis stated they are at the last hours of when to use a budget. The supervisors don't have a budget. Ms. Downey left in April but they don't have the revenues. There is a lot left out.

They need to decide if they are going to furlough employees. They spent well over on salary. Looking at the list of dept, Ms. Hayoz doesn't have a list of the personnel. In order for them to get the job done, the city needs all these people. Ms. Hayoz can only base her decision off the information she's received. Mayor Willis asked how much the final total budget of 2026. Ms. Downey left without giving any revenues.

Mayor Willis made a list of possible cuts, but it only came to over \$1million. She thinks they need to think about moving people around instead of furloughing. She stated they are too top heavy but the departments need supervisors. Mayor Pro Tem Brito said last year they tried to balance the top and not sure how much. Mayor Willis was unsure.

Mayor Willis said the parks and cemetery could go seasonal but people die all year and the grass grows all year. She's not sure but something needs to happen.

Commissioner Hayes stated he wished they had more information on income, bank reconciliation, etc. so they could get an average.

Mayor Willis stated what to do in July and August until a CPA firm comes in and gets started.

- b) **Presentation by Isabelle Arnold from Rural Labor & Economic Development Corporation** - Mayor Willis began by welcoming Isabelle Arnold and Steve Farmer who are representing the rural labor and economic development. Ms. Arnold has a presentation.

Ms. Arnold gave a brief resume about herself. She moved to Tucumcari about two years ago and bought a farm. Ms. Arnold came to Tucumcari after working the Hermits Peak Calf Canyon fire where she assisted over 5,000 victims on the behalf of FEMA. Her specialty is risk management, insurance, disaster mitigation, preparation, and recovery. Ms. Arnold has been on boards and executive director of many non-profits.

Ms. Arnold met Steve Farmer and he stated he needed her help in Tucumcari. She sees municipalities get left out when there's a big grant or a disaster. Quay County is mostly hub zoned, which is a big opportunity. The DOT can benefit Tucumcari bringing her grant money, monitoring for compliance and assisting municipalities. They are a 501C3.

There are organized in New Mexico and she wants to offer her services to Tucumcari. They set up 80 to 100 hours allocated at pro bono, free. The office is located at 723 E Route 66 Blvd. They will also have a collective location for art. They want to bring a hub for businesses. The RLEDC also helps small businesses. They have training for the workforce. She hopes they are able to help the City in being the source multiplier for the city. They have programs and software for compliance. To get money from the government, we need a bridge and she is that bridge.

Mayor Willis stated she learned that Ms. Arnold worked in Haiti for many years, feeding children. Ms. Arnold started her career in 1979 and her specialty developed with Hurricane Andrew.

Mayor Willis stated Ms. Arnold has a lot of contacts. Mayor Willis further stated Ms. Arnold knows people in Washington, DC who can help. She believes the city would qualify without having the audits in place.

Ms. Arnold stated they have a high overview and connection. She stated Steve Farmer is the best grant writer. He has the passion and the network ability. He is the contracted grant writer for them. The city is so lucky to have Steve as a resource.

Steve Farmer stated that meeting Ms. Arnold with that experience. He made a connection point with Ms. Arnold. He stated Ms. Arnold is the gem. He understands that there is programming that will benefit the City. Ms. Arnold has met with state officials and NMEDD. They are starting to unpack the details.

Ms. Arnold stated its risk free because Tucumcari is now my people. Mr. Farmer asked her to establish the EDO here.

Mayor Willis said that when the governor leaves there will 7million dollars available and people are starting to apply for that.

Mr. Farmer added that Ms. Arnold is a pathway. It draws the county into the partnership. Mayor Willis stated she disagrees; this week they just need to get the MOU and get the process started.

Mr. Salas said they are tapping into FEMA. Ms. Arnold said they are an extra set of hands to open doors and connections.

Ms. Arnold stated that she came up with a proposal where the RLEDC is set out to allocate 80-120 pro bono hours to help Tucumcari. Ms. Hayoz asked what happens after the 80 or 100 hours. Ms. Arnold said if they can fit it in the hours, it shouldn't cost the city anything as long as they get the grants.

Ms. Arnold said part of the help is for businesses and they can do a free website. The city will look like a progressive city that helps. They act like a SCORE or an SBA consultant for free.

Ms. Arnold state that they can tell how many hours a project will take but the federal government frowns on percentage fees. They justify everything in the scope of work.

The money does not come from the city; they have to be transparent with the government. Mayor Willis stated that Ms. Arnold would be able to pass audits. They are very automated.

Mr. Salas asked if the grants are reimbursable. Ms. Arnold answered that it's the decision of the city. Ms. Arnold said they are a resource. If the city wants to allocate their pro bono hours to the administration of the grant, it can happen.

Mr. Farmer stated that through a grant writer, they take a program management approach.

Mr. Farmer stated that some of the economic developments going into place in Santa Rosa and Guadalupe County, the work the RLEDC would be absorbed into a neighboring community. Ms. Arnold added that the rural communities benefit completely by using local businesses. Their job is to build the local business.

Meeting adjourned at 1:05 p.m.

Angelica M. Gray, City Clerk



MINUTES

City Commission Meeting

5:00 PM - Thursday, June 25, 2026

City Commission Chambers 215 E. Center, Tucumcari, NM

The City Commission of the City of Tucumcari was called to order on Thursday, June 25, 2026, at 5:00 PM, in the City Commission Chambers.

INVOCATION

Given by Haley Place

PLEDGE OF ALLEGIANCE

1. ROLL CALL

Members present constituting a quorum was as follows: Marcella Willis, Mayor; Jonathan Brito, Mayor Pro Tem; Jerry Lopez, Commissioner, Barton C. Oglesby, Commissioner; and Keith L. Hayes, Commissioner.

STAFF: C Renee Hayoz, City Manager; Matthew Lopez, Sargeant; Tyler Davis, Corporal; David Stroud, Patrolman; Darlene Hiles, Community Development Director; Valerie Benavidez, Accounts Receivable; Gynelle Garcia, Accounts Payable; Kristen Southard, Deputy City Clerk; and Angelica Gray, City Clerk.

2. CONSIDERATION OF CHANGES OR DELETION TO AGENDA

- A. **Approval of Agenda** - Mayor Willis made a motion to delete 7A and approve the agenda with said change and Mayor Pro Tem Brito seconded. Roll Call:

Willis	Brito	Lopez	Oglesby	Hayes
Yes	Yes	Yes	Yes	Yes

3. PUBLIC COMMENTS

Haley Place - There is a huge fentanyl problem in Tucumcari. We need the DEA.

David Brenner - A thankful role.

4. CONSENT AGENDA

(The consent agenda is approved by a single motion. Any member of the Commission may request an item be transferred to the regular agenda from the consent without discussion or vote.)

- A. Approval of Work Session Notes for June 2, 2026
- B. Approval of Work Session Notes for June 9, 2026
- C. Approval of Commission Meeting Minutes for June 11, 2026

Mayor Pro Tem Brito made a motion to approve consent agenda and Commissioner Lopez seconded. Roll Call:

Brito	Lopez	Oglesby	Hayes	Willis
Yes	Yes	Yes	Yes	Yes

5. ADVISORY BOARD LIAISON UPDATES

Mayor Pro Tem Brito stated that he had a library meeting scheduled for Tuesday, June 23, 2026. I went but there was not a quorum as two members have resigned. The library will be looking for new members. He also stated for Main Street starting at 6:00 p.m. is Down at the Depot. There will be music and entertainment.

Commissioner Oglesby stated that he is looking forward to the Recreation Advisory Board meeting on July 1, 2026.

Mayor Willis stated, "I know that there's for any of you that are sitting out there, there are openings on most of the boards and there are others that come open all during the year. If you fill out an application now, we hold them for two years. We will look at them and vote on for you a spot. We would love to have all of you involved in any of these committees. We have quite a few and we've tried to start a few more. We just need a few more volunteers. It's the same people on all the boards so we'd like to change it up a little bit. Those people get overworked. Even if it's just one meeting a month, that's a lot. So, if you think about filling it out and sending it or bring it to city hall, I'll make sure it gets where it needs to be.

6. CONNIE LOVELAND, MAINSTREET DIRECTOR

A. Presentation from Connie Loveland regarding Mainstreet Quarterly Update - Ms. Loveland gave a quick quarterly report. She stated that we have quite a bit going on. It's the 100-year anniversary of the deport and so we have a new museum display. We have a couple of the original board members from the museum that have come in from California and Texas that have brought in additional museum exhibits and so we're working hard to get all that up and ready for tomorrow.

Ms. Loveland continued, I want to start off with our great block project. This project is currently being advertised for bids. If you remember that's the \$1.7 million dollars that we got from the state that the county is the acting fiscal agent. There will be a pre-bid conference on July 2, 2026, and the bids are being accepted through July 21, 2026. This project is for the improvements on Main Street from 1st to 3rd Street. It'll be sidewalk lighting and some minimal landscaping,. There will not be the bump-outs or anything because DOT right-of-ways don't allow for that. And, if funding allows, we have two add-ons to do the two city parking lots. One behind Las Chaparritas to the East that belongs to the city and then the entire parking lot behind the VFW. Those will be repaved and striped for parking if funding allows for it at the end of the project.

Ms. Loveland also stated that herself, Mr. Salas, and Mr. Adams had a meeting with the State Main Street last week and found out we have approximately \$100,000 left from the FY22 capital outlay that we need to spend by June 30, 2027. We were told that we could utilize this for landscaping within the project area. The one project that

we have that's within that area is the Hometown Heroes Park which we had kind of put on the back burner that was approved by the commission in October or May of 2024. This project got put on the back burner because we received a \$12,000 grant from Union Pacific which ended up not being anywhere near what we needed for the mural and the landscaping part of it. And so, we were working on fundraising for that. Now we have this money, we can move forward and we should be able to make the entire park to completion. I did bring the design that was done by New Mexico Main Street. This is also on our website. NM Main Street did provide the technical assistance for this at no cost. So, all of the design was done free of charge to the city.

Ms. Loveland continued, the next project that we've been working on is the wayfinding signage. We are scheduled for installation July 7 thru July 9, 2026. The State Tourism Department is requesting a meeting with us for that funding.

Ms. Loveland gave an update on the Railroad Museum. This quarter we've had 558 people come through the museum, 11 rentals of the Turner Room, and we do have several new items that we've brought into the gift shop including some hundred-year celebration merchandise as well as the New Mexico Tourism New Mexico Road to Enchantment book which features the Blue Swallow on the cover and then there's several of our local businesses mentioned inside. Also, Mayor Pro Tem Brito mentioned that we have Down at the Depot tomorrow that starts at 6:00 p.m. This is going to be a celebration of the hundred years so we have a new museum exhibit and we have a partnership with DAR to do a Sweet Land of Liberty cake contest. It's non-edible cakes and I think we have 8 entries and they are amazing. There is over \$1,500 in prize money that was put up by DAR and Main Street for that contest. We will have live music, nine vendors signed up, and two commissioners. I would like to invite any of you to come down. If you'd like to say something at the beginning I'd love to have you do a welcome or just speak.

7. LORENZO EMILLIO, CHIEF OF POLICE

- A. Officer Recognition and Appreciation presented by Chief Lorenzo Emillio** - This item was deleted.

8. ANGELICA GRAY, CITY CLERK/CPO

9. NEW BUSINESS

- A. Discussion and Action regarding a Park Permit at Wailes Park for the Tucumcari Farmers Market from July 11, 2026, through October 31, 2026, on Saturdays 10:00am to 2:00pm** - Mayor Willis stated that since this is an action item, she would like to add the use of the port-a-potty and that the Farmer's Market will not be responsible for them outside of Farmer's Market hours of operation.

Mayor Willis made a motion to approve the permit for Farmer's Market to be at Wailes Park for those periods of time that were mentioned and that they would have access that we provide the port-a-potty and that they would not be held responsible for the destruction of them during the hours they are not there and Mayor Pro Tem Brito seconded. Roll Call:

Oglesby Hayes Willis Brito Lopez

Yes Yes Yes Yes Yes

- B. Discussion and Action regarding applications for the Appointment of Lodger's Tax Advisory Board Member** - Mayor Willis stated that there are two applicants for appointment to the lodger's tax board. The first is Tonya Ridgon. Commissioner Lopez stated first that he would like to see the city properly advertise for vacant positions regarding advisory boards that are seeking appointments. Mayor Willis stated that Donna Halfhill is the other applicant and she is who the Mayor would like on the lodger's tax board. After a brief discussion about advertising. In the future, proper advertising will be done for open positions on advisory boards.

Mayor Pro Tem Brito made a motion to appoint Donna Halfhill to the Lodger's Tax board and Commissioner Oglesby seconded. Roll Call:

Hayes	Willis	Brito	Lopez	Oglesby
Yes	Yes	Yes	Yes	Yes

- C. Discussion and Action regarding Memorandum of Understanding Between the City of Tukumcari and the Rural Labor & Economic Development Corporation and Letter of Support** - Commissioner Hayes made a motion to approve the MOU between the City of Tukumcari and the Rural Labor & Economic Development Corporation and Mayor Pro Tem Brito seconded. Roll Call:

Willis	Brito	Lopez	Oglesby	Hayes
Yes	Yes	Abstain	Yes	Yes

10. EXECUTIVE SESSION

- A.** Discussion and Possible Action(s) regarding Limited Personnel Matters pertaining to the City Manager, pursuant to Section 10-15-1(H)(2)

Mayor Willis made a motion to convene into executive session at 6:08 p.m. and Mayor Pro Tem Brito seconded. Roll Call:

Brito	Lopez	Oglesby	Hayes	Willis
Yes	Yes	Yes	Yes	Yes

Mayor Willis made a motion to reconvene from executive session at 7:15 p.m. with no action taken and Mayor Pro Tem Brito seconded. Roll Call:

Lopez	Oglesby	Hayes	Willis	Brito
Yes	Yes	Yes	Yes	Yes

11. C RENEE HAYOZ, CITY MANAGER

- A. City Manager's Report**

There was an exit Conference today with TKM - Ms. Hayoz will share results when it gets published.

Mr. Salas was able to work with San Jon for training regarding the mosquito spray.

It has been discovered address that are not correct. Ian Adams has been appointed the 911 Map Coordinator.

Ms. Hayoz has received inquiries about city property.

Mayor Pro Tem Brito asked about the carpet at railroad museum. Ms. Hayoz stated that the city will fix the leak and then replace the carpet.

Mayor Willis asked a question about the pool. The police needed to be called over there. I believe the problem is mostly in the park. Mayor Willis has spoken to the chief and he has patrols going every 30 minutes.

Commissioner Oglesby asked about the Recreation Center being open in Saturdays. Ms. Hayoz stated "no", the employees already have a full work schedule. Commissioner Oglesby stated that maybe hours could be cut during the week to accommodate the weekends.

Commissioner Lopez asked about the IRS taxes and would like an update. Ms. Hayoz stated that we are no longer acquiring late fees or interest. He also asked about the exit conference with TKM. Are they going to prepare us, are we going to have a copy of the findings or all that when it becomes public and then we accept it? Ms. Hayoz answered correct.

12. ITEMS FROM COMMISSIONERS

Commissioner Lopez - The 400 block of So 8th Street. The residents are still experiencing the smell of sulfur gas in their water. They are requesting if it can be run longer and see what can be done long term. Residents are unable to drink the water.

The property across from the library is starting to attract squatters. There is a lot of activity.

Mayor Willis - First of all, thank you to the commission for your support for the EDC and MOU. The water problems, can't say they will be resolved overnight, it comes down to needing new meters as well as coming up with a plan on how they can communicate better and maybe go back to the way things were done before.

13. ADJOURNMENT

Meeting adjourned at 7:30 p.m.

Marcella Willis, Mayor

Angelica M. Gray, City Clerk

City Commission AGENDA ITEM FORM



Meeting: City Commission - 09 Jul 2026
Presenter: Fire/EMS
Staff Contact: Casey Mackey, Fire Chief
Form Purpose: Action Item

**Number of Originals
Needed, including
City Hall:**

Form Type:

TITLE:

Discussion and Action Regarding MES Quote for Equipment, Products, or Services

BUDGET INFORMATION:

Budgeted Amount:

Available Amount:

Expenditure Amount:

ATTACHMENTS:

[MES Quote Tucumcari QT2050310 - PPE REV. 2 - 6-26](#)

Reviewed by:
Angelica Gray, City Clerk

Renee Hayoz, City Manager

Status:
Approved
- 02 Jul
2026
Approved
- 01 Jul
2026



(877) 637-3473

Quote

Quote # QT2050310
 Date 06/25/2026
 Expires 07/17/2026
 Sales Rep Legendre, Michael
 PO # Tucumcari - PPE - REV 2. - 6-26
 Shipping Method FedEx Ground
 Customer City of Tucumcari Fire/Rescue (NM)
 Customer # C221046

Bill To

City of Tucumcari Fire/Rescue
 PO Box 1188
 Tucumcari NM 88401

Ship To

City of Tucumcari Fire/Rescue
 Chief Casey Mackey
 302 W Center St
 Tucumcari NM 88401
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
FXR-Custom Turnout-Coat	FW QUOTE #: 205698		FW QUOTE #: 205698 Custom FXR Turnout Coat 6.5oz TECGEN71 Black Jacket, 5.9oz CoreCXP-1 layer, 5.5oz Stedair 4000, sewn direct lime lettering - Lime/Silver triple trim	10	\$2,235.00	\$22,350.00
FXR-Custom Turnout-Pant	FW QUOTE #: 205698		FW QUOTE #: 205698 Custom FXR Turnout Pant 6.5oz TECGEN71 Black Pant, 5.9oz CoreCXP-1 layer, 5.5oz Stedair 4000, sewn direct lime lettering - Lime/Silver triple trim	9	\$1,560.00	\$14,040.00
FIREDEX PARTS	FW QUOTE #: 205716		FW QUOTE #: 205716 Custom Fire-Dex Parts Suspenders - Size 46-50. (SVHC) H-Back, Black Webbing, Padded with Cam Lock. Fabric Tab Horizontal 1" x 4" Attachment	1	\$70.00	\$70.00
INTERCEPTOR PKG-TecGen 51-COAT&PANT	FW QUOTE #: 205711		FW QUOTE #: 205711 Interceptor Coat & Pant, TecGen 51 Coat & Pant Interceptor Coat and Pant, TecGen51, Deluxe, Tan, Lime/Silver Comfort trim	9	\$835.00	\$7,515.00
INTERCEPTOR PKG-H41 HOOD NANO	FW QUOTE #: 205717		FW QUOTE #: 205717 H41 Nano Hood for Interceptor Package	9	\$0.00	\$0.00
TECGEN51-DELUXE-COAT	FW QUOTE #: 205714		FW QUOTE #: 205714 Custom TecGen51 Deluxe Coat TG51 DLX. Tan. Lime	2	\$595.00	\$1,190.00
TECGEN51-DELUXE-PANT	FW QUOTE #: 205714		FW QUOTE #: 205714 Custom TecGen51 Deluxe Pant TG51 DLX. Tan. Lime	2	\$545.00	\$1,090.00
BULLARD Helmets	BYB273909		BYB273909 BULLARD Helmets UST-Low Rider traditional styled, yellow, fiberglass structural fire helmet with NFPA certified bourkes, 30" chin strap, FireFit Comfort system and 6" brass eagle.	10	\$495.00	\$4,950.00
G2LXS-X-Small			Dex-Pro™ 3D Leather Glove - Gauntlet XS Structure Glove	1	\$140.00	\$140.00
G2LSM-Small			Dex-Pro™ 3D Leather Glove - Gauntlet Small Structure Glove	1	\$140.00	\$140.00
G2LMD-Medium			Dex-Pro™ 3D Leather Glove - Gauntlet Medium Structure Glove	3	\$140.00	\$420.00
G2LLG-Large			Dex-Pro™ 3D Leather Glove - Gauntlet Large Structure Glove	3	\$140.00	\$420.00
G2LXL-X-Large			Dex-Pro™ 3D Leather Glove - Gauntlet XL Structure Glove	1	\$140.00	\$140.00



QT2050310QT2050310



(877) 637-3473

Quote

Quote # QT2050310
Date 06/25/2026

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
FDXL200-5-Med			FDXL200 Red Leather Structural Fire Boot Size 5 structural boots	1	\$525.00	\$525.00
FDXL200-7.5-Med			FDXL200 Red Leather Structural Fire Boot Size 7.5 structural boots	1	\$525.00	\$525.00
FDXL200-9.5-Med			FDXL200 Red Leather Structural Fire Boot Size 9.5 structural boots	1	\$525.00	\$525.00
FDXL200-11-Med			FDXL200 Red Leather Structural Fire Boot Size 11 structural boots	2	\$525.00	\$1,050.00
FDXL200-12-Med			FDXL200 Red Leather Structural Fire Boot Size 12 structural boots	1	\$525.00	\$525.00
59409-Black-M			TRAINER 1 1/2" BELT - Color:BLACK(019) Size:M	2	\$47.00	\$94.00
59409-Black-L			TRAINER 1 1/2" BELT - Color:BLACK(019) Size:L	1	\$47.00	\$47.00
59409-Black-XL			TRAINER 1 1/2" BELT - Color:BLACK(019) Size:XL	3	\$47.00	\$141.00
59409-Black-2XL			TRAINER 1 1/2" BELT - Color:BLACK(019) Size:XXL	2	\$47.00	\$94.00
59409-Black-3XL			TRAINER 1 1/2" BELT - Color:BLACK(019) Size:XXXL	2	\$60.00	\$120.00
59409-Black-4XL			TRAINER 1 1/2" BELT - Color:BLACK(019) Size:4XL XXXXX - Belt for additional sizing.... Need size.	1	\$47.00	\$47.00
201215-01			AV-3000 HT (S), KVLR	1	\$410.00	\$410.00
201215-02			AV-3000 HT (M), KVLR	1	\$410.00	\$410.00
201215-03			AV-3000 HT (L), KVLR	2	\$410.00	\$820.00
LXFB10-R			Premium 3XL Turnout Gear Bag w/ Helmet Compartment, Jumpsuit Compartment, Reinforced Bottom & Triple Trim Reflective—RED	10	\$85.00	\$850.00
MB600R			Truenorth - Side Winder SCBA Mask Bag - RED	10	\$38.00	\$380.00

If uniform/PPE items do not fit and need to be returned/exchanged, the items and the item's packaging must be in new/clean condition. Any worn/dirty items or damaged packaging may not be eligible for return/exchange.

Subtotal	\$59,028.00
Shipping Cost	\$355.00
Tax Total	\$0.00
Total	\$59,383.00

Contact: C221046 City of Tucumcari Fire/Rescue (NM) : Casey Mackey (575) 403-1778

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT2050310QT2050310



City Commission AGENDA ITEM FORM

Meeting: City Commission - 09 Jul 2026
Presenter: Ian Adams
Staff Contact: Ian Adams, Project Manager Ext. 404 iadams@cityoftucumcari.com
Form Purpose: Action Item **Number of Originals Needed, including City Hall:** 3
Form Type: Bid/Contract Change Order

TITLE:

Discussion and Action Regarding Wastewater Re-Use Project Change Order

SUMMARY:

This change order is changing a 6" spool at the new water flow meter to an 8" spool to increase the flow to the pivots.

BUDGET INFORMATION:

Budgeted Amount: 5,164,943.23 **Available Amount:** 1,951,605.41 **Expenditure Amount:** 28,162.51

Funding Source(s):

CWSRF Fund

ATTACHMENTS:

[Change Order #8 Revised 7.1.26](#)

Reviewed by:

Angelica Gray, City Clerk

Stephen Salas, Public Works Director

Renee Hayoz, City Manager

Status:

Approved
- 02 Jul
2026

Approved
- 02 Jul
2026

Approved
- 02 Jul
2026

CHANGE ORDER NO.: 8

Owner: City of Tucumcari, New Mexico Owner's Project No.:
 Engineer: CDM Smith Inc. Engineer's Project No.: 78983-257237
 Contractor: Ag Services Construction, Inc. Contractor's Project No.: 9093
 Project: Effluent Disposal and Reuse System Improvements Project Phase 1
 Contract Name: Effluent Disposal and Reuse System Improvements Project Phase 1
 Date Issued: 7/1/2026 Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

Change spool at flow meter from 6" diameter to 8" diameter.

Attachments:

A) Change Order Justification Letter; B) Contractor Cost Estimate and Supporting Information

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>5,049,173.00</u>	Original Contract Times: Substantial Completion: <u>November 8, 2025</u> Ready for final payment: <u>December 8, 2025</u>
Increase from previously approved Change Orders No. 1 to No. 7: \$ <u>435,129.00</u>	Increase from previously approved Change Orders No.1 to No. 6: Substantial Completion: <u>June 6, 2026</u> Ready for final payment: <u>July 6, 2026</u>
Contract Price prior to this Change Order: \$ <u>5,600,072.23</u>	Contract Times prior to this Change Order: Substantial Completion: <u>405 days</u> Ready for final payment: <u>435 days</u>
Increase this Change Order: \$ <u>28,162.51</u>	Increase this Change Order: Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u>
Contract Price incorporating this Change Order: \$ <u>5,628,234.74</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 18, 2026</u> Ready for final payment: <u>October 18, 2026</u>

<p style="text-align: center;">Recommended by Engineer (if required)</p> <p>By: <u><i>Natalie Gayoso</i></u></p> <p>Title: <u>Project Engineer</u></p> <p>Date: <u>7/1/2026</u></p> <p style="text-align: center;">Authorized by Owner</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p style="text-align: center;">Accepted by Contractor</p> <p>_____</p> <p style="text-align: center;">Approved by Funding Agency</p> <p>_____</p> <p>_____</p> <p>_____</p>
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Attachment A

Justification Letter



July 1, 2026

Ian Adams
215 East Center Street
PO Box 1188
Tucumcari, NM 88401

Subject: Change Order #8 Justification Letter
City of Tucumcari Phase 1
CDM Smith Project No.: 78983-257237

Dear Mr. Adams:

The City of Tucumcari (City) has requested to replace the existing 6" diameter spool with an 8" diameter High-Density Polyethylene (HDPE) spool at the flow meter. This will enhance the flow capacity to the irrigation pivots installed in Phase 2. See attachments for the Contractor's cost estimate and applicable locations for this work.

This change order will increase the contract price by \$28,162.51 with no anticipated schedule extension.

Sincerely,

Natalie Gayoso
Project Engineer
CDM Smith Inc.

Attachments:

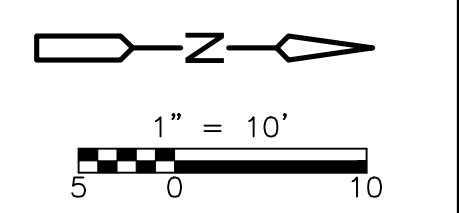
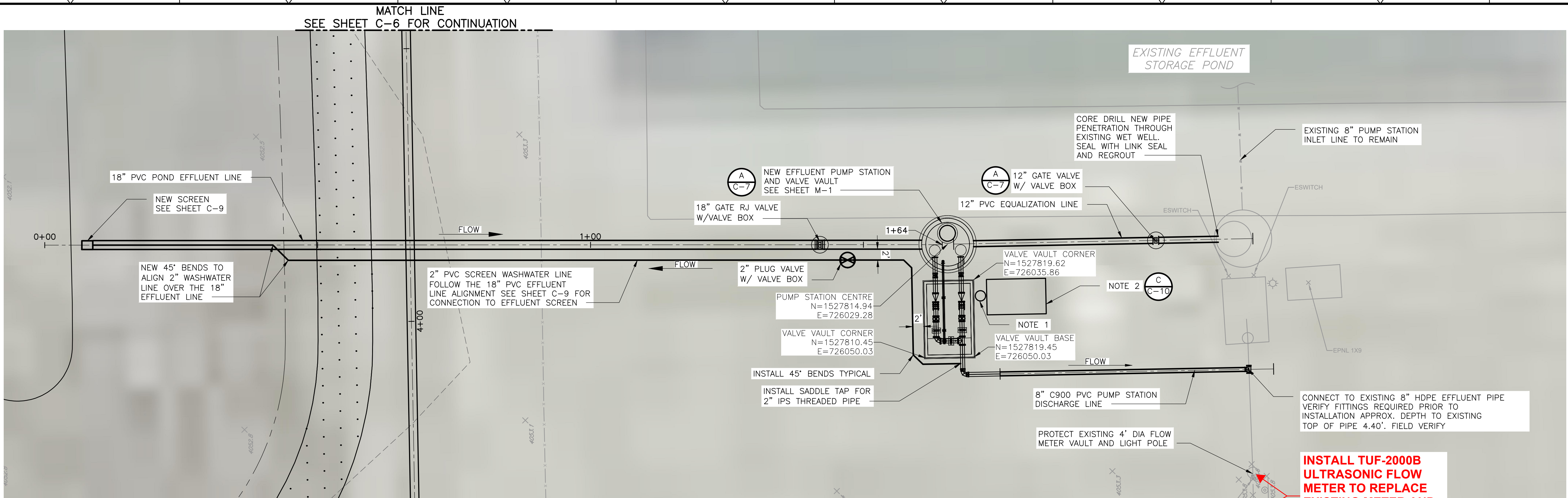
- A) Change Order Justification Letter
- B) Contractor Cost Estimate

cc: Catherine McIntosh, mcintoshcw@cdmsmith.com
Ashley Blackwell, blackwellal@cdmsmith.com
Kenny Jolliff, ken@agservicesnm.com
Ian Adams, IAdams@cityoftucumcari.com
Stephen Salas, stephens@cityoftucumcari.com
Calvin Henson, wastewater@cityoftucumcari.com
Sara Rhoton, sara.rhoton@env.nm.gov

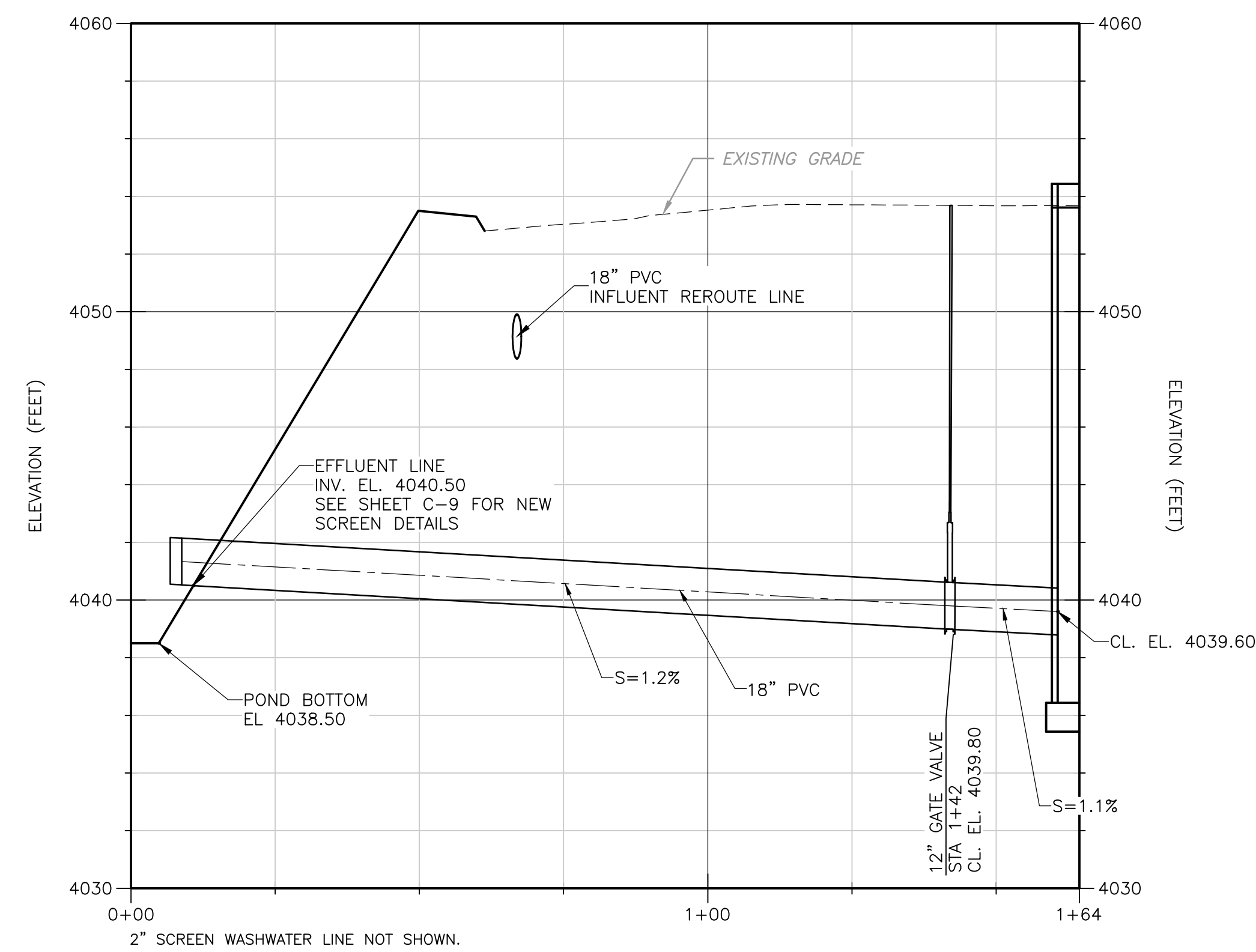
Attachment B

Contractor Cost Estimate and Supporting Information

Page 34 of 95
 XREFS: [C:\P001\ST. CDMS_2234, CEZ001\SS, CER001\ST. R_MWZ001\BP, RAF_NWSTAMP, R_MWZ001\PS] Images: [TUCUMCARI REUSE]
 Last saved by: SHELLIKERIBS Time: 8/24/2023 11:18:02 PM
 C:\Users\SHELLIKERIBS\Documents\CDM Smith Inc\78983-257237 - Tucumcari Wastewater Reuse\Project Files\02 Civil (C)\10 CAD\Phase 1\C005STPL.dwg
 © 2023 CDM SMITH ALL RIGHTS RESERVED.
 REUSE OF DOCUMENTS: THESE DOCUMENTS AND DESIGNS PROVIDED BY PROFESSIONAL SERVICE, INCORPORATED HEREIN, ARE THE PROPERTY OF CDM SMITH AND ARE NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CDM SMITH.

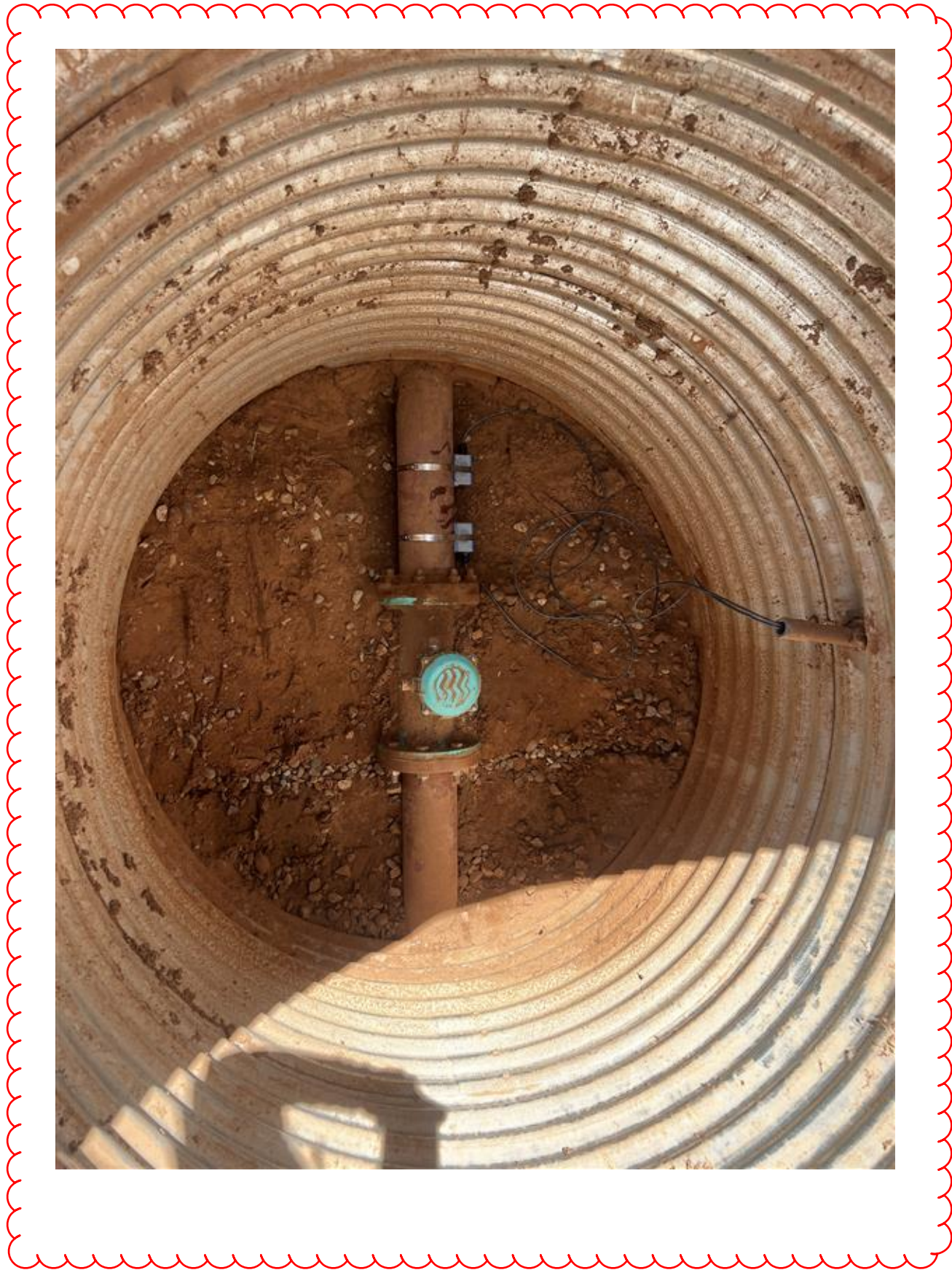


MATCH LINE
 SEE SHEET C-6 FOR CONTINUATION
PLAN
 1" = 10'



PROFILE - 18" PVC POND EFFLUENT LINE
 1
 HORZ. 1" = 20'
 VERT. 1" = 4'

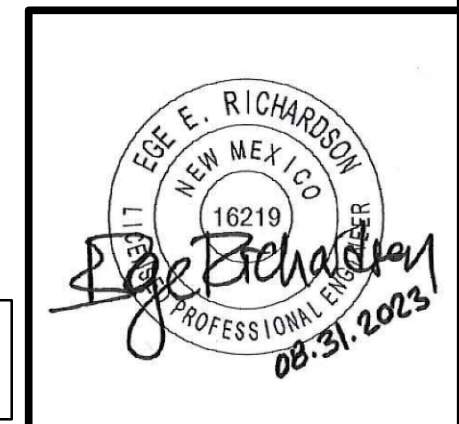
**INSTALL TUF-2000B
 ULTRASONIC FLOW
 METER TO REPLACE
 EXISTING METER AND
 REPLACE 6" SPOOL
 WITH 8" HDPE SPOOL**



**Note: The quoted price
 does not include a new
 MH vault. It is assumed
 the existing MH will be
 reused.**

- NOTES:
1. INSTALL A STANDARD LIGHT BASE PER DETAIL F/EZ-1 AND SPECIFICATION 0330010. FIELD LOCATE AFTER PLACEMENT OF ADJACENT PRECAST ELEMENTS.
 2. 6'-6"W x 10'-10"L x 12" THK CONCRETE PAD FOR ELECTRICAL PANELS, INSTALL PER SPECIFICATION 033010. FIELD LOCATE AFTER PLACEMENT OF ADJACENT PRECAST ELEMENTS.

THIS CONTRACT ALLOWS THE OWNER TO MAKE PAYMENT WITHIN 45 DAYS AFTER SUBMISSION OF AN UNDISPUTED REQUEST FOR PAYMENT.



REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: E. RICHARDSON	 6001 Indian School Road NE, Suite 310 Albuquerque, NM 87110 Tel: (505) 243-3200
DRAWN BY: M.M. PAWAR	
SHEET CHK'D BY: R. TORDELLA	
CROSS CHK'D BY: E. BABCOCK	
APPROVED BY: E. RICHARDSON	
DATE: AUGUST 31, 2023	

CITY OF TUCUMCARI, NM
**EFFLUENT DISPOSAL AND REUSE SYSTEM
 IMPROVEMENTS
 PHASE 1**

EFFLUENT PUMP STATION AREA

PROJECT NO. 78983-257237
FILE NAME: C005STPL.DWG
SHEET NO. C-5

FINAL SUBMITTAL



City Commission AGENDA ITEM FORM

Meeting: City Commission - 09 Jul 2026
Presenter: Stephen Salas
Staff Contact: Stephen Salas, Public Works Director stephens@cityoftucumcari.com
Form Purpose: Action Item **Number of Originals Needed, including City Hall:** 3
Form Type: Bid/Contract Grant Agreement

TITLE:

Discussion and Action Regarding the FY27 Local Government Road Fund Grant Agreement

SUMMARY:

Attached is the agreement for the FY27 Local Government Road Fund (LGRF) Grant that we have been awarded. The package also includes a resolution for NMDOT naming Ian Adams as the project manager and authorized signatory for this grant. We will proceed with submitting the match waiver application if approved.

BUDGET INFORMATION:

Budgeted Amount: 116,073.00	Available Amount:	Expenditure Amount:
------------------------------------	--------------------------	----------------------------

Budget Summary:
 State Share %75 \$87,055 and City Share 25% \$29,018

ATTACHMENTS:

[L400765 City of Tucumcari LGRF FY27 Agreement for Signature](#)

Reviewed by:
Angelica Gray, City Clerk

Stephen Salas, Public Works Director

Renee Hayoz, City Manager

Status:
 Approved
 - 02 Jul
 2026
 Approved
 - 30 Jun
 2026
 Approved
 - 30 Jun
 2026

Contract No. _____
 Vendor No. 0000054371
 Control No. HW2L400765

**LOCAL GOVERNMENT ROAD FUND
 COOPERATIVE AGREEMENT**

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

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L400765, and the Public Entity’s resolution attached as **Exhibit C**. See:

Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous construction to

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **One Hundred Sixteen Thousand Seventy Three Dollars and Thirty Three Cents (\$116,073)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2027 Local Government Road Fund</u>	\$87,055	\$29,018	\$116,073
For the purpose stated above in Section 1.			
Total Project Cost			\$116,073

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

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

4. The Public Entity Shall:

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

established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, attached as **Exhibit B**.

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

5. Both Parties Agree:

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

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2027**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

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

- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

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

9. Liability.

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

10. Contractors Insurance Requirements.

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

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

11. Scope of Agreement.

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

12. Terms of this Agreement.

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

13. Legal Compliance.

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

14. Equal Opportunity Compliance.

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

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

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

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

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

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

City of Tucumcari

By: _____

Date: _____

Title: _____

Attest: _____
City of Tucumcari Clerk or Designee

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

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

Entity: _____

Scope of Work (Including Routes and Termini):

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

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____ and completed on _____, 20____; and

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

Name

Date

Print Name

Title



City Commission AGENDA ITEM FORM

Meeting: City Commission - 09 Jul 2026
Presenter: Stephen Salas
Staff Contact: Stephen Salas, Public Works Director stephens@cityoftucumcari.com
Form Purpose: Action Item **Number of Originals Needed, including City Hall:** 3
Form Type: Resolution No. NMDOT Resolution

TITLE:

Discussion and Action Regarding Resolution 2026-22, Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation (NMDOT)

SUMMARY:

This is a separate resolution for the LGRF grant required by NMDOT as part of the grant agreement.

BUDGET INFORMATION:

Budgeted Amount: 116,073.00	Available Amount:	Expenditure Amount:
------------------------------------	--------------------------	----------------------------

Budget Summary:
 State Share 75% 87,055.00 City Match 25% 29,018.00

Funding Source(s):
 LGRF

ATTACHMENTS:

[2026-22 Exhibit C Grant Resolution NMDOT](#)

Reviewed by:
Angelica Gray, City Clerk

Stephen Salas, Public Works Director

Renee Hayoz, City Manager

Status:
 Approved
 - 02 Jul
 2026
 Approved
 - 02 Jul
 2026
 Approved
 - 02 Jul
 2026

EXHIBIT C
City of Tucumcari

RESOLUTION No. 2026-22

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

WHEREAS, the **City of Tucumcari** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$116,073** to be funded in proportional share by the parties hereto as follows:

CN L400765 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	100%
<u>FY 2027 Local Government Road Fund</u>	\$87,055	\$29,018	\$116,073
Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous construction to			

WHEREAS, the **City of Tucumcari** shall pay all costs, which exceed the total project cost of **\$116,073**.

NOW THEREFORE, be it resolved in official session that **City of Tucumcari** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on **12/31/2027** and the **City of Tucumcari** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- c. The agent of the **City of Tucumcari**, Ian Adams, shall have signature authority to bind the **City of Tucumcari** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Tucumcari** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Tucumcari** to enter into Cooperative Agreement for Project Control Number **L400765** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2027** for **Various City Streets - Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous construction to** within the control of **City of Tucumcari** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.))

Marcella Willis, Mayor

DATE

Attested:

Angelica M. Gray, City Clerk



City Commission AGENDA ITEM FORM

Meeting: City Commission - 09 Jul 2026
Presenter: Stephen Salas
Staff Contact: Stephen Salas, Public Works Director stephens@cityoftucumcari.com
Form Purpose: Action Item **Number of Originals Needed, including City Hall:** 3
Form Type: Resolution No.

TITLE:

Action and Discussion Regarding the Match Waiver Resolution

SUMMARY:

Match Waiver for the Local Government Road Fund Grant

BUDGET INFORMATION:

Budgeted Amount: 116,073.00	Available Amount:	Expenditure Amount:
------------------------------------	--------------------------	----------------------------

ATTACHMENTS:

[FY27 LGRF Match Waiver Resolution](#)

Reviewed by: Angelica Gray, City Clerk	Status: Approved - 02 Jul 2026
Stephen Salas, Public Works Director	Approved - 30 Jun 2026
Renee Hayoz, City Manager	Approved - 30 Jun 2026

RESOLUTION NO. 2026-23

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TUCUMCARI,
NEW MEXICO
REQUESTING A MATCH WAIVER FOR THE FY27 LOCAL GOVERNMENT ROAD
FUND (LGRF) COOPERATIVE AGREEMENT**

WHEREAS, the New Mexico Department of Transportation (NMDOT) has approved funding for the City of Tucumcari under the FY27 Municipal Cooperative Agreement Program (COOP) - Local Government Road Fund (LGRF) in the total amount of \$116,073.00;

WHEREAS, the agreement includes a 25% local/City share requirement of \$29,018.00;

WHEREAS, the City of Tucumcari is requesting a waiver of the City match share due to financial hardship and/or other qualifying reasons under NMDOT LGRF guidelines;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Tucumcari, New Mexico, that:

1. The City Commission hereby requests a full waiver of the 25% City match share for the FY27 LGRF project;
2. The appropriate City officials are authorized to submit this request and execute any related documents;
3. This resolution shall take effect immediately upon passage.

PASSED AND ADOPTED on this 9th day of July, 2026.

APPROVED:

Marcella Willis, Mayor

ATTEST:

Angelica Gray, City Clerk



City Commission AGENDA ITEM FORM

Meeting: City Commission - 09 Jul 2026
Presenter: Stephen Salas
Staff Contact: Stephen Salas, Public Works Director stephens@cityoftucumcari.com
Form Purpose: Action Item **Number of Originals Needed, including City Hall:** 3
Form Type: Resolution No.

TITLE:

Discussion and Action regarding Resolution 2026-24, A Resolution Approving the FY27 Local Government Road Fund (LGRF) Cooperative Agreement

SUMMARY:

We were awarded the grant for pavement preservation project on designated municipal arterial and collector roadways utilizing UPM® High-Performance Perma Patch to repair potholes, utility cuts, and localized pavement failure to various City roads. We will apply for the match waiver.

BUDGET INFORMATION:

Budgeted Amount: 116,073.00	Available Amount:	Expenditure Amount:
------------------------------------	--------------------------	----------------------------

Budget Summary:
State Share 75% \$87054.75, and City Share 25% \$29,018.25

ATTACHMENTS:

[FY27 LGRF Resolution](#)

Reviewed by:
Angelica Gray, City Clerk

Stephen Salas, Public Works Director

Renee Hayoz, City Manager

Status:
Approved
- 02 Jul
2026
Approved
- 30 Jun
2026
Approved
- 30 Jun
2026

RESOLUTION NO. 2026-24

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TUCUMCARI,
NEW MEXICO
APPROVING THE FY27 LOCAL GOVERNMENT ROAD FUND (LGRF)
COOPERATIVE AGREEMENT**

WHEREAS, the New Mexico Department of Transportation (NMDOT) has approved funding for the City of Tucumcari under the FY27 Municipal Cooperative Agreement Program (COOP) - Local Government Road Fund (LGRF);

WHEREAS, the total project amount is \$116,073.00, with 75% State Share of \$87,055.00 and 25% City Share of \$29,018.00;

WHEREAS, the City of Tucumcari desires to accept this funding and enter into the cooperative agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Tucumcari, New Mexico, that:

1. The City Commission hereby approves the FY27 LGRF Cooperative Agreement with NMDOT in the amount of \$116,073.00;
2. The appropriate City officials are authorized to execute the agreement and any related documents;
3. This resolution shall take effect immediately upon passage.

PASSED AND ADOPTED on this 9th day of July, 2026.

APPROVED:

Marcella Willis
Mayor

ATTEST:

Angelica Gray
City Clerk

City Commission AGENDA ITEM FORM



Meeting: City Commission - 09 Jul 2026
Presenter: Clara Rey
Staff Contact: Clara Rey, Contractor seniors@cityoftucumcari.com
Form Purpose: Action Item **Number of Originals Needed, including City Hall:** 2
Form Type: Bid/Contract

TITLE:

Discussion and Action regarding Contract 2026-2027-68040-N between the City of Tucumcari and North Central NM Economic Development District-Non Metro Area Agency on Aging

SUMMARY:

To approve the contract for funding for the purchase of food produced in the USA

BUDGET INFORMATION:

Budgeted Amount: 12849.00 **Available Amount:** **Expenditure Amount:** 12849.00

ATTACHMENTS:

[Tucumcari FY 27 NSIP](#)

Reviewed by:
Angelica Gray, City Clerk

Renee Hayoz, City Manager

Status:
Approved
- 02 Jul
2026
Approved
- 01 Jul
2026

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging**

NUTRITION SERVICE INCENTIVE PROGRAM (NSIP) SUB AWARD

This Agreement is made and entered into this 1st day of July 2026, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the “Agency” and the City of Tucumcari, hereinafter referred to as the “Subrecipient Contractor.”

PURPOSE

The Nutrition Services Incentive Program (NSIP) provides incentives for the effective delivery of nutritious meals to older individuals. NSIP funds allow nutrition programs to increase the number of meals served.

The purpose of this Agreement is to allocate funds in support of the provision of congregate and home delivered meals provided under Title IIIC of the Older Americans Act (OAA). The Subrecipient Contractor must be a recipient of Title III funding or Title III matching funds.

1. SCOPE OF SERVICES

- A. Services: The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.
- B. Service Area: The Subrecipient Contractor agrees to provide the services specified under this Agreement to eligible consumers within the service area identified in its response to Request for Proposal (RFP) No. 2026-04.
- C. Targeting: Target populations include persons aged 60 or older and their spouses of any age, Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural and frontier areas, individuals with limited English proficiency, and individuals with Alzheimer’s disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.
- D. Payment for Services: The total amount payable under this Agreement shall not exceed **\$12,849.00** for the purchase of foods produced in the United States, for use in senior nutrition programs. Said aggregate amount is to be derived from the following sources.
 - 1. **\$8,925.00** from Federal NSIP [Assistance Listing Number: 93.053]
 - 2. **\$3,924.00** from NMGAA-State
- E. Reimbursement Process: The Agency will provide payment for services to Subrecipient Contractor as follows:
 - 1. Subrecipient Contractor shall submit timely and accurate information necessary for reimbursement:

- a. All service performance data should be verified and reconciled by the Subrecipient Contractor prior to submitting the Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA office by the 5th business day of the month. The Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor and must be reviewed and certified by the Agency each month.
 - b. Subrecipient Contractors shall invoice the Agency on or before the 5th business day of the month for prior month expenditure using the OAA-SYS system provided by the Agency. The Agency may extend these dates on a case-by-case basis if the Subrecipient Contractor reports a hardship. However, the Agency will not accept, process, or pay invoices submitted fifteen (15) days or more after the deadline(s) until the next reimbursement cycle if within the fiscal year.
 - c. Invoicing shall include supporting documentation to validate reported expenses to include the Nutrition Services Incentive Program (NSIP) Expense Detail report, provided by the Agency; copies of invoices containing:
 - i. The vendor's name, address, and contact information.
 - ii. Internal transaction number
 - iii. The purchased items with a description of each product along with the corresponding quantity.
 - iv. The price for each item and any applicable discount given and the total amount of the sale items.
 - v. NSIP items must be identified with an "N" or "NSIP" on the invoice.
 - vi. Senior center or meal site to which received the delivery, full name, address, and contact information.
2. Payment for services shall be consistent with all applicable federal and state laws and regulations.
 3. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency.
 4. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.
 5. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable,

within thirty days after the Subrecipient Contractor's invoice, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.

6. Payments to the Subrecipient Contractor are encouraged to be made electronically through the Automated Clearing House (ACH) Network.
7. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
8. Subrecipient Contractor shall track and report all information needed for the State Program Report for Administration for Community Living (ACL) through the Older Americans Act Performance System (OAAPS). Subrecipient Contractor shall adopt the standard universal consumer assessment instrument provided by the Aging & Long-Term Services Department to capture information for all data fields on the tool, as required by OAAPS and state and federal reporting requirements.

2. TERMS OF AGREEMENT

In addition to the other provisions contained in this Agreement, the parties agree to the following:

- A. The Subrecipient Contractor agrees to:
 1. Provide services in accordance with Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
 2. Target services to older individuals with greatest economic and social need, including low-income individual, low-income minorities, older individuals at risk of institutional placement, individuals with limited English proficiency, and older individuals residing in rural areas, as applicable.
 3. Record timely and accurate consumer service delivery into WellSky Aging & Disabilities Database. Data should be recorded daily.
 4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals), on the day conducted, utilizing the assessment tool required by the Agency.
 5. Ensure consumer contact and demographic information is accurate in WellSky Aging & Disabilities database.
 6. Establish procedures to ensure that NSIP funds are used solely for the purchase of United States agriculture commodities and other foods produced in the United States for the use in the senior nutrition program. No imported foods, or food items containing imported products, may be purchased with these funds.
 7. Ensure that NSIP funds are used exclusively for the purpose of food, not meal preparation, and may not be used for administrative costs.

8. Ensure that meals furnished under contractual agreement with food service management companies, caterers, restaurants, or institutions, contain foods or commodities of United States origin; imported foods may not be purchased with these funds.
9. Purchase and use locally sourced farm fresh food products that meet the nutritional standards of the Agency. Subrecipient Contractors must ensure that the farm food products meet the New Mexico Environment Department requirements.
10. Ensure that each meal complies with the most recent Federal and State nutritional guidelines and requirements.
11. Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources such as Title IIIC-1 and Title IIIC-2.
12. Maintain documented NSIP eligibility for all meals reported. Meal counts, as recorded in the service database, must be accurate, unduplicated and include no meals that do not meet the requirements for NSIP eligibility.
13. Maintain and retain for three (3) years from close of the federal fiscal year to which they pertain, complete and accurate records of all amounts received and disbursed under this Agreement.
14. Allow the Agency to periodically monitor the Subrecipient Contractor's fiscal accountability of NSIP.
15. Ensure eligible consumers are assessed and information recorded in the service database.

B. The Agency agrees to:

1. Review and process consumer intake and assessment documents completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
2. Maintain communication and correspondence concerning consumers' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, monitoring, and/or compliance assessments to ensure health, safety, and quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, quality survey instrument, and complaints/grievances and appeals to all consumers.
6. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. **TERM**

This Agreement shall begin on July 1, 2026, and terminate on June 30, 2027, unless terminated pursuant to Paragraph 4, below or for any other reason allowed by law.

4. **TERMINATION**

- A. This Agreement may be terminated by the Agency or Subrecipient Contractor, with or without cause upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination. The Agency may terminate this Agreement immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor endangers program consumers, or if any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Section 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement.
- B. Termination Management. Immediately upon receipt of notice of termination of this Agreement, the Subrecipient Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any property, inventory, or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. Within fifteen (15) days of notice of termination, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of property, inventory and/or equipment purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

5. **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the US Government or Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Subrecipient Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Subrecipient Contractor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **STATUS OF SUBRECIPIENT CONTRACTOR**

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient

Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

7. ASSIGNMENT

The Subrecipient Contractor shall not assign or transfer any interest in this Agreement, assign any claims for money due, or to become due under this Agreement, without the prior written approval of the Agency.

8. SUBCONTRACTING

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

9. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations, whatsoever arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency to any obligation not assumed herein unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

10. CONFIDENTIALITY

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

11. PRODUCT OF SERVICE – COPYRIGHT

All materials developed or acquired, by the Subrecipient Contractor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

12. CONFLICT OF INTEREST

The Subrecipient Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Subrecipient Contractor certifies that the requirements

of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. AMENDMENT

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

14. MERGER

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto, concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Subrecipient Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

17. WORKERS COMPENSATION

The Subrecipient Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Subrecipient Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

18. RECORDS AND FINANCIAL AUDIT

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Aging and Long-Term Services Department, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

19. INDEMNIFICATION

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

20. PARTICIPANT GRIEVANCE

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

21. KEY PERSONNEL

The Agency shall be notified of changes in Key Personnel. The Agency considers the following positions as Key Personnel:

- 1. Program Director
- 2. Financial Manager
- 3. WellSky Aging & Disability User

The Subrecipient Contractor will maintain full-time Key Personnel sufficient to perform the Service Plan throughout the term of this agreement.

22. INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. ENFORCEMENT OF AGREEMENT

A party’s failure to require strict performance of any provision of this Agreement shall not waive or diminish that party’s right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

AGENCY:

NCNMEDD Non-Metro AAA
Daniel Osborn, AAA Director
644 Don Gaspar
Santa Fe, NM 87505

SUBRECIPIENT CONTRACTOR:

City of Tucumcari

25. INSURANCE

The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all carried insurance before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

26. AUTHORITY

The individual(s) signing this Agreement on behalf of Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

27. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2026.

City of Tucumcari
Legal Name of Subrecipient Contractor

NCNMEDD Non-Metro Area Agency on Aging
Name of Area Agency on Aging

Signature



Signature

Printed/Typed Name of Signatory

Thomas A. Garcia, Executive Director
Printed/Typed Name of Signatory

Date

July 1, 2026
Date

City Commission AGENDA ITEM FORM



Meeting: City Commission - 09 Jul 2026
Presenter: Clara Rey
Staff Contact: Clara Rey, Contractor seniors@cityoftucumcari.com
Form Purpose: Action Item **Number of Originals Needed, including City Hall:** 2
Form Type: Bid/Contract

TITLE:

Discussion and Action regarding Contract 2026-27-68040 between the City of Tucumcari and the North Central NM Economic Development District-Non-Metro Area Agency on Aging

SUMMARY:

To approve the contract for funding to provide senior meals and transportation services for FY26.27

BUDGET INFORMATION:

Budgeted Amount: 346,141.00 **Available Amount:** **Expenditure Amount:** 346,141.00

Funding Source(s):
Non Metro Area Agency on Aging

ATTACHMENTS:

[Tucumcari FY 26-27 Title 3](#)

Reviewed by:
Angelica Gray, City Clerk

Renee Hayoz, City Manager

Status:
Approved
- 02 Jul
2026
Approved
- 01 Jul
2026

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging**

TITLE III FEDERAL AND STATE SUB-AWARD

This Agreement is made and entered into this 1st day of July 2026, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the “Agency” and City of Tucumcari, hereinafter referred to as the “Subrecipient Contractor.”

The Agency’s Older Adults Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act (OAA), as amended, the State of New Mexico Aging and Long-Term Services Department, and the Agency.

1. SCOPE OF SERVICES

- A. Services: The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.
- B. Service Area: The Subrecipient Contractor agrees to provide the services specified under this Agreement to eligible consumers within the service area identified in its response to Request for Proposal (RFP) No. 2026-04.
- C. Deliverables: The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in the Service Delivery Plan and Budget sections are estimates. Budgeted services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor’s submission of monthly WellSky data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.
- D. Targeting: Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural and frontier areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

E. Payment for Services: For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed **\$346,141.00**. Said aggregate amount is to be derived from the following sources.

1. **\$8,649.00** from Title III-B of the OAA [Assistance Listing Number 93.044].
2. **\$15,055.00** from Title III-C1 of the OAA [Assistance Listing Number: 93.045].
3. **\$13,256.00** from Title III-C2 of the OAA [Assistance Listing Number: 93.045].
4. **\$0.00** from Title III-D of the OAA [Assistance Listing Number: 93.043].
5. **\$0.00** from Title III-E of the OAA [Assistance Listing Number: 93.052]; and
6. **\$309,181.00** from the NMGAA-State/HB-2

F. Reimbursement Process: The Agency will provide payment for services to Subrecipient Contractor as follows:

1. An initial payment of 12.5% of State funds will be distributed to the Subrecipient Contractor. This initial payment must be accounted for by the Subrecipient Contractor, and expenditures must be allocated to these funds.
2. Subrecipient Contractor shall submit timely and accurate information necessary for reimbursement:
 - a. All service performance data should be verified and reconciled by the Subrecipient Contractor prior to submitting the Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA office by the 5th business day of the month. The Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor and must be reviewed and certified by the Agency each month.
 - b. Subrecipient Contractors shall invoice the Agency on or before the 5th business day of the month for prior month expenditure using the OAA-SYS

system provided by the Agency. The Agency may extend these dates on a case-by-case basis if the Subrecipient Contractor reports a hardship. However, the Agency will not accept, process, or pay invoices submitted fifteen (15) days or more after the deadline(s) until the next reimbursement cycle if within the fiscal year.

- c. Invoicing shall include supporting documentation to validate reported expenses to include general ledger, purchase orders, invoices, and a Detail Summary form provided by the Agency.
 - d. The Subrecipient Contractor shall report local fund expenditures in OAA-SYS on a monthly basis, beginning no later than the October reimbursement cycle. Committed local funds must be 100% expended by June 30, 2027. If Subrecipient Contractor does not expense local fund expenditures as described herein, the Agency reserves the right to deduct said local funds from the Contractor's monthly reimbursement requests.
3. Payment for services shall be consistent with all applicable federal and state laws and regulations.
 4. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency.
 5. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.
 6. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable, within thirty days after the Subrecipient Contractor's invoice, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.
 7. Payments to the Subrecipient Contractor are encouraged to be made electronically through the Automated Clearing House (ACH) Network.

8. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
9. The Subrecipient Contractor shall adopt the standard universal consumer assessment instrument provided by the Aging & Long-Term Services Department to capture information for all data fields on the tool, as required by state and federal reporting requirements.

2. TERMS OF AGREEMENT

In addition to the other provisions contained in this Agreement, the parties agree to the following:

- A. The Subrecipient Contractor agrees to:
 1. Provide services in accordance with Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
 2. Target services to older individuals with greatest economic and social need, including low-income individual, low-income minorities, older individuals at risk of institutional placement, individuals with limited English proficiency, and older individuals residing in rural areas, as applicable.
 3. Record timely and accurate consumer service delivery into WellSky Aging & Disabilities Database. Data shall be recorded daily.
 4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals), on the day conducted, utilizing the assessment tool required by the Agency.
 5. Ensure consumer contact and demographic information is accurate in WellSky Aging & Disabilities database.
 6. Submit quarterly program narrative reports and financial reports, to include approved budget, year-to-date expenses, and year-to-date revenue, by the 15th business day of the month following the end of the quarter.
 7. Participate in Agency monitoring and annual compliance assessments.
 8. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Subrecipient Contractor's financial reports. Client contributions (program income) will be reported fully and in the service category where generated, as required, to the Agency. Subrecipient Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.
 9. Provide letters from local City or County governments to the Agency committing local funds to Older Adult programs. Any changes in local funds (increases or decreases) will be provided in writing to the Agency.
 10. Maintain communication and correspondence with the Agency concerning clients' status, emergency situations, and program operations.

11. Submit emergency and contingency plans by the date and in the format required by the Agency to address unforeseen circumstances when service delivery is threatened.
12. At a minimum, attend three (3) Agency training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
13. Attend required Aging Network Training events and other special meetings of the Aging & Long-Term Services Department.
14. Subrecipient Contractor employees, officers, or agents shall not solicit nor accept gratuities, gifts, or favors of monetary value by or on behalf of clients as a gift, reward, or payment.

B. The Agency agrees to:

1. Review and process consumer intake and assessment documents completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
2. Maintain communication and correspondence concerning consumers' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, monitoring, and/or compliance assessments to ensure health, safety, and quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both general and medical/health related release), ability to contribute to the cost of services provided, quality survey instrument, and complaints/grievances and appeals to all consumers.
6. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. ASSURANCES

A. *Americans with Disabilities Act of 1990*

The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

B. *Section 504 of the Rehabilitation Act of 1973*

The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services available under the

agreement are provided in a non-discriminatory manner as required by Title VI of the Civil Rights Act of 1964, as amended.

- C. *Age Discrimination in Employment Act of 1967*
The Subrecipient Contractor shall comply with the Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).
- D. *Drug Free Workplace*
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.
- E. *Certification Regarding Debarment*
The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- F. *Certification Regarding Lobbying*
The Subrecipient Contractor shall certify annually that no Federal appropriated funds have been 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. 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 subrecipient contractor shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- G. *Financial Management*
The Subrecipient Contractor must implement financial management standards in accordance with the Federal standards outlined in the United States Department of Health and Human Services Federal Regulation 45 CFR Part 75, 2 CFR Uniform Grants Guidance Part 200 and New Mexico Fiscal Requirements.
- H. *Budget Adjustment*
The Subrecipient Contractor shall submit to the Agency, as necessary, any budget adjustment request(s) for review and approval. Any modifications to employee salaries shall require a budget adjustment request. Under no circumstances may a budget adjustment request(s) be submitted to the Agency later than March 15th unless authorized by the Agency in writing. The Agency shall review and approve or deny budget adjustment request(s) at its sole discretion.

- I. *Incentive Compensation*
Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is un-allowable and will not be recognized by the Agency as a reimbursable expense. The use of federal or state funds for staff recognition or employee gifts is also unallowable.
- J. *Independent Audit*
The Subrecipient contractor shall provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2026, through June 30, 2027. The Subrecipient Contractor is considered an independent contractor and is subject to audit requirements under Title 2, Subtitle A, Chapter II, Part 200 of Code of Federal Regulations and Government Audit Standards, regardless of the amount of federal funding the Subrecipient Contractor receives.
1. The Audit report(s) provided to the Agency must include a copy of the Auditor's management letter.
 2. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-1, Title IIIC-2, Title IIID, Title IIIE, and NSIP), which facilitates a reconciliation of audited costs to the final report.
 3. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
- K. *Equal Opportunity Compliance*
The Subrecipient Contractor agrees to abide by all federal and state laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Subrecipient Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Subrecipient Contractor is found not to be in compliance with these requirements during the life of this Agreement, Subrecipient Contractor agrees to take appropriate steps to correct these deficiencies.
- L. *Compliance with Aging and Long-Term Services Department Functions.*
The Subrecipient Contractor shall perform in accordance with the Federal Older Americans Act (OAA) and directives of the U.S. Administration on Aging; Rules, regulations, State Plan, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of

programs funded under the OAA and the New Mexico State Legislature; New Mexico Administrative Code, Title 9, Chapter 2, Parts 1-24; The Aging & Long-Term Services Act, NMSA 1978, Sections 9-23-1 et seq.; The New Mexico Environment Department Food Establishment Rules and Regulations; Dietary Guidelines for Americans; Dietary Reference Intakes (DRIs); the approved Agency Area Plan, Agency Policy and Procedures; the approved Service Plan; State and Federal emergencies and public health/emergency orders enacted by the Governor of the State of New Mexico; Title II Part 200 of the Code of Federal Regulations; and the terms and conditions of this Agreement.

M. *Non-Discrimination Service Delivery.*

The Subrecipient Contractor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

N. *Targeting and Outreach.*

The Subrecipient Contractor shall engage in targeting and outreach activities, as required by the OAA, to all potential recipients of services as referenced in section 1.D. The Subrecipient Contractor shall conduct ongoing community outreach to assess needs and inform potential recipients of available services. The Subrecipient Contractor shall report all activities in its quarterly program reports submitted to the Agency.

O. *Consumer Feedback.*

The Subrecipient Contractor shall utilize the standardized survey instrument required by the Agency to obtain and evaluate consumer opinions of the quality of services received.

P. *Emergency Preparedness Requirements.*

The Subrecipient Contractor shall monitor and notify the Agency of any situation which has the potential to be an emergency in which older adults or adults with disabilities may be adversely affected.

- a. Subrecipient Contractor shall complete and submit the Agency's Emergency Preparedness and Continuity of Operations Plan annually.
- b. Subrecipient Contractor shall provide and update emergency contact information for all emergency management personnel in the format provided by the Agency.

- c. Subrecipient Contractor agrees to notify the Agency of service modifications in the event of a holiday, emergency, or other situation as soon as those service modifications are known.
- d. Subrecipient Contractor agrees to notify the Agency of emergency situations and events as soon as they are known, regardless of service modification.
- e. Subrecipient Contractor shall ensure continuation of services during emergency events to the extent possible and will request assistance from the Agency in the event it cannot perform this requirement.
- f. Subrecipient Contractor agrees to perform well-check calls to consumers during emergency events, regardless of the open or closed status of facilities and services. Subrecipient Contractor agrees to utilize well-check call scripts and systems provided by the Agency in this process. Subrecipient Contractor will request assistance from the Agency in the event it cannot perform this requirement.

4. TERM

This Agreement shall begin on July 1, 2026, and terminate on June 30, 2027, unless terminated pursuant to Paragraph 5, below or for any other reason allowed by law.

5. TERMINATION

- A. This Agreement may be terminated by the Agency or Subrecipient Contractor, with or without cause upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination.

The Agency may terminate this Agreement immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor endangers program consumers, or if any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Section 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement.

- B. Termination Management. Immediately upon receipt of notice of termination of this Agreement, the Subrecipient Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation,

retention, or transfer of all property entitled to the Agency and client records generated under this Agreement and any property, inventory, or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. Within fifteen (15) days of notice of termination, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of property, inventory and/or equipment purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR

- A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Subrecipient Contractor contained in this Agreement, the following constitute a breach of Subrecipient Contractor's obligations and duties hereunder:
1. The Subrecipient Contractor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state, or local laws, rules, or regulations.
 2. The Subrecipient Contractor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
 3. Unless otherwise duly authorized in writing by the Agency, the Subrecipient Contractor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.
- B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:
1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise on the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of

such monitor shall be paid from the state and federal funds awarded to the Subrecipient Contractor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation awarded to the Subrecipient Contractor.
3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the US Government or Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Subrecipient Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Subrecipient Contractor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

8. STATUS OF SUBRECIPIENT CONTRACTOR

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT

The Subrecipient Contractor shall not assign or transfer any interest in this Agreement, assign any claims for money due, or to become due under this Agreement, without the prior written approval of the Agency.

10. SUBCONTRACTING

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

11. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations, whatsoever arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency to any obligation not assumed herein unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

13. PRODUCT OF SERVICE – COPYRIGHT

All materials developed or acquired, by the Subrecipient Contractor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

14. CONFLICT OF INTEREST

The Subrecipient Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Subrecipient Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

15. AMENDMENT

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

16. MERGER

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto, concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or

understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Subrecipient Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. WORKERS COMPENSATION

The Subrecipient Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Subrecipient Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

20. RECORDS AND FINANCIAL AUDIT

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Aging and Long-Term Services Department, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION

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

22. PARTICIPANT GRIEVANCE

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any

services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

23. KEY PERSONNEL

The Agency shall be notified of changes in Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager
3. WellSky Aging & Disability User

The Subrecipient Contractor will maintain full-time Key Personnel sufficient to perform the Service Plan throughout the term of this agreement.

24. INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

AGENCY:

NCNMEDD Non-Metro AAA
Daniel Osborn, AAA Director
644 Don Gaspar
Santa Fe, NM 87505

SUBRECIPIENT CONTRACTOR:

City of Tucumcari

27. INSURANCE

The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being

furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

28. AUTHORITY

The individual(s) signing this Agreement on behalf of Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

29. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2026.

City of Tucumcari

Legal Name of Subrecipient Contractor

NCNMEDD Non-Metro Area Agency on Aging

Name of Area Agency on Aging

Signature



Signature

Printed/Typed Name of Signatory

Thomas A. Garcia, Executive Director

Printed/Typed Name of Signatory

Date

July 1, 2026

Date



**CITY OF TUCUMCARI APPLICATION
TO SERVE ON ADVISORY BOARD
OR
PLANNING & ZONING COMMISSION**

If you are interested in serving on an advisory board appointed by the City Commission, please complete this application and return it to the City Clerk, 215 East Center Street, Tucumcari, New Mexico 88401. Your application will be held for consideration by the City Commission as appointments are required. Appointments are made at the expiration of terms and upon resignations.

A new application will be necessary should a new vacancy open. **Applications will be held for two years.** All old applications will be purged.

Name: (Artie) Arthur Molina

Address: 609 E Aber Ave

City/State/Zip: TUCUMCARI N.M. 88401

Cell Phone: 575-403-4020 E-mail: amolina.84@gmail.com

Tell us a little about yourself – current employment and education:

Arregena Recreation Board member / Knight of Columbus youth Director
President of the Football Club / Student Senate president Vocational School
Arregena President Quay County Pool League / Coach or involved in
City or Junior lead Football, Middle school Football, High school Wrestling, High school
girls Fast pitch softball, soccer, Cub scouts, boy scouts, City lead basketball
Quay County Little league. (Employment Plumber) education High school, Vocational school

Please check the appropriate box for the advisory board(s) on which you are willing to serve – see the back of this application for a description of each board:

- | | |
|---|---|
| <input type="checkbox"/> Library Board | <input type="checkbox"/> Planning & Zoning Commission |
| <input type="checkbox"/> Lodger's Tax Board | <input checked="" type="checkbox"/> Recreation Board |
| <input type="checkbox"/> Memorial Park Cemetery Board | <input type="checkbox"/> Senior Citizens Board |
| <input type="checkbox"/> Golf Course Advisory Board | |

Arthur Molina
Signature

June 22, 2026
Date

City Commission AGENDA ITEM FORM



Meeting: City Commission - 09 Jul 2026
Presenter: Executive
Staff Contact: Renee Hayoz, City Manager
Form Purpose: Action Item

**Number of Originals
Needed, including
City Hall:**

Form Type:

TITLE:

Discussion and Action Regarding Appointment of Brandis Moe and Angela McKinney to the Tucumcari Library Board

BUDGET INFORMATION:

Budgeted Amount:

Available Amount:

Expenditure Amount:

ATTACHMENTS:

[Angela McKinney](#)

[Brandis Moe - Library Board](#)

Reviewed by:
Angelica Gray, City Clerk

Renee Hayoz, City Manager

Status:
Approved
- 02 Jul
2026
Approved
- 30 Jun
2026



**CITY OF TUCUMCARI APPLICATION
TO SERVE ON ADVISORY BOARD**

If you are interested in serving on an advisory board appointed by the City Commission, please complete this application and return it to the City Clerk, 215 East Center Street, Tucumcari, New Mexico 88401. Your application will be held for consideration by the City Commission as appointments are required. Appointments are made at the expiration of terms and upon resignations.

We will be purging our old application forms, so even if you have completed and returned an application in the past, it will be necessary to complete and return a new application. **Applications will be held for two years.**

Name: Angela McKenney
Address: 1647 Quay Road A.P. 5
City/State/Zip: Tucumcari NM 88401
Home Phone: _____ Work Phone: _____
Cell Phone: 806-471-4901 E-mail Address: Sunflower.31473@gmail.com

Tell us a little about yourself – current employment and education:

See Attachment

Please check the appropriate box for the advisory boards on which you are willing to serve – see the back of this application for a description of each board:

- | | |
|---|--|
| <input type="checkbox"/> Community Development Board | <input type="checkbox"/> Museum Board |
| <input type="checkbox"/> Keep Tucumcari Beautiful Board | <input type="checkbox"/> Planning & Zoning Board |
| <input checked="" type="checkbox"/> Library Board | <input type="checkbox"/> Recreation Board |
| <input type="checkbox"/> Lodgers' Tax Board | <input type="checkbox"/> Senior Citizens Board |
| <input type="checkbox"/> Memorial Park Cemetery Board | <input type="checkbox"/> Airport Advisory Board |

In addition to the above standing boards, the City Commission from time to time establishes committees to do special projects and studies. Would you be willing to serve on a special committee or assist on a project?

Signature Angela McKenney

Date 6/29/26

Dear Selection Committee,

I am writing to express my interest in serving a two-year term on the Library Board. Having been raised in Tucumcari, I care deeply about this community and would be honored to serve a two-year term on the Library Board.

Tucumcari is more than where I live—it is my home. Growing up here taught me the importance of family, hard work, respect, and giving back to others. Family has always been the foundation of my life, and I believe strong families help build strong communities. I want to help preserve and strengthen the resources that make Tucumcari a wonderful place to live for future generations.

Throughout my career and personal life, I have developed strong organizational, communication, leadership, and problem-solving skills. I am hardworking, dependable, organized, and committed to making thoughtful decisions that benefit our community.

I proudly served as a correctional officer for 14 years, including four years at the Quay County Detention Center in Tucumcari and ten years at the maximum-security prison in Amarillo, Texas. Those experiences taught me integrity, professionalism, teamwork, and the ability to remain calm under pressure while solving complex problems. I also completed two years of college.

Currently, I work for Queenside Castling, a veteran-owned company dedicated to helping veterans obtain the VA disability compensation they have earned through their service. I assist accredited agents who provide exceptional support and guidance to veterans, and I take great pride in helping those who have served our country receive the benefits they deserve.

My family has a strong tradition of service. I have been married for 17 years to my husband, who works for the **Quay County Road Department**. Our oldest daughter proudly serves in the United States Air Force as a Staff Sergeant at **Kirtland Air Force Base** in Albuquerque, New Mexico, and my son-in-law is a Navy veteran. We also have a nine-year-old daughter who enjoys softball, volleyball, and spending time outdoors, as well as twin grandsons who bring great joy to our family.

Serving on the Library Board is another opportunity for me to give back to the community that has always been my home. I believe our library is an invaluable resource that promotes literacy, lifelong learning, and opportunities for people of all ages. I would be honored to use my experience, work ethic, and dedication to help ensure our library continues to be a welcoming place for families, children, and the entire community.

Thank you for your time and consideration. I would be honored to serve on the Library Board and help make a positive difference for the citizens of Tucumcari.

Sincerely,

Angela F. McKinney

Queenside Castling LLC

Crystal Hambright, Owner

June 28, 2025

To Whom It May Concern,

I am writing this letter to enthusiastically provide a personal and professional character reference for Angela McKinney. I have had the distinct pleasure of knowing Angela for the past six years, both as a trusted professional colleague and as an exceptional individual.

When I first founded Queenside Castling LLC, I knew immediately that I wanted Angela to be a part of it. Having observed her outstanding organization and unparalleled work ethic over the years, I knew she would be a perfect fit for the company's vision and standard of excellence. Time and again, she has proven my instincts right. Angela approaches every task with a level of dedication, precision, and integrity that is increasingly rare to find.

Beyond her impressive professional capabilities, Angela's personal character is truly stellar. She is a deeply grounded, family-oriented woman whose values are reflected in the remarkable family she has raised. Angela is the proud mother of two daughters and a doting grandmother to two grandsons. Her commitment to service and excellence is clearly a family trait; one of her daughters currently serves as an active-duty Staff Sergeant in the United States Air Force, and her son-in-law is a proud Navy veteran. The love, support, and integrity Angela pours into her family speak volumes about who she is as a human being.

Angela is a person of high moral character, unwavering reliability, and immense kindness. She brings a positive, stabilizing energy to any environment she enters and is, without a doubt, a tremendous asset to have in both professional and personal circles.

I give Angela McKinney my highest possible recommendation. Please feel free to contact me if you require any further information.

Sincerely,



Crystal Hambright

Owner, Queenside Castling LLC



**CITY OF TUCUMCARI APPLICATION
TO SERVE ON ADVISORY BOARD
OR
PLANNING & ZONING COMMISSION**

If you are interested in serving on an advisory board appointed by the City Commission, please complete this application and return it to the City Clerk, 215 East Center Street, Tucumcari, New Mexico 88401. Your application will be held for consideration by the City Commission as appointments are required. Appointments are made at the expiration of terms and upon resignations.

A new application will be necessary should a new vacancy open. Applications will be held for two years. All old applications will be purged.

Name: Brandis Mae

Address: 3785 QR 64.5

City/State/Zip: Tucumcari NM 88401

Cell Phone: 406 660 2206 E-mail: brandismae@gmail.com
~~brandismae@gsd.com~~

Tell us a little about yourself – current employment and education:

I have lived in Tucumcari since Oct 2026. I currently work remote for one of the top state farm agents in the country. I have some college education - a few credits short of a Bach in Accounty. I read all genres and have a personal library of over 1000 books

Please check the appropriate box for the advisory board(s) on which you are willing to serve – see the back of this application for a description of each board:

- Library Board
- Lodger's Tax Board
- Memorial Park Cemetery Board
- Planning & Zoning Commission
- Recreation Board
- Senior Citizens Board

Brandis Mae
Signature

June 26, 2026
Date

City Commission AGENDA ITEM FORM



Meeting: City Commission - 09 Jul 2026
Presenter: Executive
Staff Contact: Renee Hayoz, City Manager
Form Purpose: Action Item

**Number of Originals
Needed, including
City Hall:**

Form Type:

TITLE:

Discussion and Action Regarding Appointment of Sammy Garcia to the Cemetery Advisory Board

BUDGET INFORMATION:

Budgeted Amount:

Available Amount:

Expenditure Amount:

ATTACHMENTS:

[Sammy Garcia - Advisory Board](#)

Reviewed by:
Angelica Gray, City Clerk

Renee Hayoz, City Manager

Status:
Approved
- 02 Jul
2026
Approved
- 30 Jun
2026



**CITY OF TUCUMCARI APPLICATION
TO SERVE ON ADVISORY BOARD
OR
PLANNING & ZONING COMMISSION**

If you are interested in serving on an advisory board appointed by the City Commission, please complete this application and return it to the City Clerk, 215 East Center Street, Tucumcari, New Mexico 88401. Your application will be held for consideration by the City Commission as appointments are required. Appointments are made at the expiration of terms and upon resignations.

A new application will be necessary should a new vacancy open. **Applications will be held for two years.** All old applications will be purged.

Name: SAMMY GARCIA

Address: 1318 South ADAMS

City/State/Zip: TUCUMCARI NM 88401

Cell Phone: 505 301 5020 E-mail: sammygarcia1706@gmail.com

Tell us a little about yourself – current employment and education:

I want to contribute to our community. Sitting on the sidelines is no longer an option - I have 35 year construction experience. I am new to Retail service as an ~~owner~~ owner.

Please check the appropriate box for the advisory board(s) on which you are willing to serve – see the back of this application for a description of each board:

- | | |
|--|---|
| <input type="checkbox"/> Library Board | <input type="checkbox"/> Planning & Zoning Commission |
| <input type="checkbox"/> Lodger's Tax Board | <input checked="" type="checkbox"/> Recreation Board |
| <input checked="" type="checkbox"/> Memorial Park Cemetery Board | <input type="checkbox"/> Senior Citizens Board |
| <input type="checkbox"/> Golf Course Advisory Board | |

Sammy Garcia
Signature

6/2/2026
Date

City Commission AGENDA ITEM FORM



Meeting: City Commission - 09 Jul 2026
Presenter: Renee Hayoz
Staff Contact: Renee Hayoz, City Manager
Form Purpose: Action Item

**Number of Originals
Needed, including
City Hall:**

Form Type:

TITLE:

Discussion and Possible Action regarding signatory authority

SUMMARY:

No Attachment(s).

BUDGET INFORMATION:

Budgeted Amount:	Available Amount:	Expenditure Amount:
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Reviewed by:	Status:	
Angelica Gray, City Clerk	Approved - 02 Jul 2026	
Renee Hayoz, City Manager	Approved - 02 Jul 2026	

City Commission AGENDA ITEM FORM



Meeting: City Commission - 09 Jul 2026
Presenter: Renee Hayoz
Staff Contact: Renee Hayoz, City Manager
Form Purpose: Action Item

**Number of Originals
Needed, including
City Hall:**

Form Type:

TITLE:

Discussion & Action regarding proposed changes to the Legal Services Agreement with Richard L. Queener

BUDGET INFORMATION:

Budgeted Amount:

Available Amount:

Expenditure Amount:

ATTACHMENTS:

[Legal Services Agreement w Queener Law Firm \(2\)](#)

Reviewed by:
Angelica Gray, City Clerk

Renee Hayoz, City Manager

Status:
Approved
- 02 Jul
2026
Approved
- 02 Jul
2026

**CITY OF TUCUMCARI
LEGAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of June, 2026, by and between the **City of Tucumcari** (the “City”) and **Queener Law Firm, P.C.** (the “Contractor”).

IT IS MUTALLY AGREED BY THE PARTIES:

1. SCOPE OF WORK

Contractor shall provide general legal consulting and representation services in governmental matters for City at the request of the City Manager or designee. The services may include, but are not limited to, representation of City and its officials in administrative and judicial matters in which City is a party; attendance at City Commission and other City Board and Special Commission meetings; drafting of ordinances, resolutions, agreements, and other legal documents; analysis and interpretation of legal authorities; and such other assignments as City may request from time to time. The Scope of Work is to be completed in the time frame required by City. Contractor is responsible for the end project and Contractor shall make its best efforts to minimize legal costs to City. This Agreement does not guarantee to Contractor any volume of work or amount of business and is limited to such work as City may refer in its sole discretion.

Direction of work: Only the City Manager, City Mayor, City Clerk, _____ and City Commission shall be responsible for directing the work of Queener Law Firm, P.C. and its employees.

2. COMPENSATION

City shall pay Contractor for all services under this Contract, including applicable New Mexico gross receipts tax (GRT), at hourly and expense reimbursement rates as follows:

FEE SCHEDULE

Senior Attorney Hourly Rate:	\$325.00
Legal Assistant Rate:	\$160.00
Additional costs including travel & per diem, copies, etc.	4% charge added to
All invoices shall be paid within ten days of receipt of Invoice	each monthly invoice Plus applicable gross receipts tax

RETAINER AGREEMENT

A retainer in the amount of _____. Queener Law Firm, P.C. will bill against that retainer monthly by a Statement to the City of Tucumcari.

The City of Tucumcari will provide an office within Tucumcari City Hall. Queener Law Firm, P.C. will supply their own Computer and Printer. The City of Tucumcari will provide to Queener Law Firm, P.C. wi-fi and/internet connection.

3. TERM

This Agreement shall be for a period of twelve (12) months and shall terminate on June 30, 2027, unless terminated sooner or renewed as provided herein. This Agreement may be renewed at City option for up to three (3) additional one-year terms on the same terms and conditions contained herein.

4. TERMINATION

This Agreement may be terminated by either party at any time upon thirty (30) days' written notice to the other party. Contractor shall be obligated to continue to perform services under the terms of this Agreement past the termination date as may be required in any pending action until City has made satisfactory arrangements for legal services.

5. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by City for the performance of this Agreement. If sufficient appropriations and authorization are not made by City, this Agreement shall terminate immediately upon written notice being given by City to Contractor. City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If City proposes an amendment to this Agreement to unilaterally reduce funding, Contractor shall have the option to terminate this Agreement or to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

6. INDEMNIFICATION

Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold City and City's employees, agents, independent contractors and representatives harmless from damages and losses arising from the acts or omissions of Contractor pursuant to the subject matter of this Contract, whether such damages are based in tort, contract, statute, any other category of law or in equity.

7. REQUIRED INSURANCE

Contractor shall maintain liability insurance in an amount at least equal to the damage limits set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended). Contractor shall maintain employee's liability and workmen's compensation insurance as required by law. Contractor shall provide City with a Certificate of Insurance establishing the coverage.

8. PROFESSIONAL LIABILITY INSURANCE

Contractor agrees to maintain professional liability insurance in amounts acceptable under industry standards to cover any claims and potential liabilities arising out of Contractor's acts or omissions under this contract.

9. LIMITATIONS OF LIABILITY

City shall have no liability to Contractor for any matter relating in any way to the subject matter of this Contract except for the compensation provided for herein, whether such liability is in contract, tort, statute, or any other category of law or in equity. There shall be no liability for compensation that has not yet been earned pursuant to the terms of this Contract or for consequential damages.

10. REQUIRED LICENSES AND PERMITS

Contractor, its employees, and its independent contractors shall have all licenses required by law to perform any act in connection with this Contract.

11. WORK PRODUCT

All work and work product produced under this Contract shall be and remain the exclusive property of City, and Contractor shall not use, sell, disclose or otherwise make available to anyone (individual, corporation, legal entity or organization), other than City, any such work or work product or copies thereof.

12. ETHICAL CONSIDERATIONS

Contractor shall abide by the Code of Professional Responsibilities and/or applicable Canons of Ethics prescribed for Contractor's profession. Failure of any owner, partner, or major employee employed by Contractor to remain in good standing shall immediately render this contract voidable at the sole discretion of City, and, if declared voidable, all obligations of City to perform hereunder shall be nullified.

13. CONFIDENTIALITY

Any information learned, given to, or developed by Contractor in the performance of this Contract shall be kept confidential and shall not be made available or otherwise released to anyone (individual, corporation, legal entity, or organization) without the prior written approval of the City.

14. STATUS OF CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor and as such neither Contractor, Contractor's employees, independent contractors, agents nor representatives shall be considered employees or agents of City nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, or any other benefits provided to City.

15. NON-AGENCY

Contractor agrees not to purport to bind City to any obligation not assumed herein by City unless Contractor has express written approval and then only within the limits of that express authority.

16. WORKER'S COMPENSATION

Contractor acknowledges that neither Contractor, Contractor's employees, independent contractors, agents nor representatives shall have any claim whatsoever to worker's compensation coverage under City's policy.

17. TAXES

Contractor, and Contractor alone, shall be liable to the State of New Mexico and federal government(s) and/or their agencies for income and self-employment taxes required by law and City shall have no liability for payment of such taxes or amounts.

18. RECORDS AND AUDIT

Contractor shall keep, maintain, and make available to City all records, invoices, bills, etc. related to performance of this Contract for a period of no fewer than three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, Contractor shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by City or its authorized representative or agent, including federal and/or state auditors.

19. CONFLICT OF INTEREST, GOVERNMENTAL CONDUCT ACT

Contractor warrants that Contractor presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest, which would conflict with Contractor's performance of services under this contract. Contractor certifies that the requirements of the Governmental Conduct Act, NMSA (1978), §§ 1-16-1 through 10-16-18, regarding contracting with a public officer, public employee or former public employee have been followed, including but not limited to prohibitions against nepotism. If any potential conflict of interest arises, Contractor shall timely notify City and shall follow its duties of professional responsibility to resolve such potential conflict with City.

20. NON-DISCRIMINATION

Contractor agrees that Contractor, Contractor's employees, independent contractors, agents and representatives shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.

21. ASSIGNMENT

Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement.

22. SEVERABILITY

In the event that a court of competent jurisdiction rules that any provision of this Agreement is void, voidable or otherwise unenforceable, all other provisions shall remain in full force and effect that are not inconsistent with the court's ruling.

23. SOLE AGREEMENT

This Agreement including all exhibits whether attached hereto or incorporated herein by reference, incorporates all of the agreements and understandings between the parties and is the sole agreement between the parties. No other prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this Agreement.

24. SURVIVAL

All terms of this Agreement that as a practical matter would require actions by either party after the expiration, termination or voiding of this Agreement to effectuate those terms, shall survive such expiration, termination, or voiding.

25. AMENDMENT

This Agreement shall not be altered, changed, modified or amended, except by instrument, in writing, executed by all parties.

26. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of New Mexico.

27. JURISDICTION AND VENUE

Any legal proceeding arising out of the subject matter of this Contract, whether based in contract, tort, statute, other category of law or in equity, shall be brought before the Tenth Judicial District Court, Quay County, State of New Mexico. Contractor hereby agrees that such court shall have jurisdiction over it and that venue shall be proper in such court.

28. ILLEGAL ACTS

Pursuant to NMSA (1978), § 13-1-191, it shall be unlawful for any contractor to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited. Contractor warrants and represents that it has not engaged in and will not engage in such activity.

29. RELEASE

Contractor agrees that, upon final payment of the amount due under this Agreement, Contractor releases City from all liability, claims and/or obligations whatsoever arising from the subject matter of this Agreement, whether based in contract, tort, statute, other category of law or in equity.

30. CONTACT INFORMATION FOR PARTIES

The contact information for the parties to this Agreement is as set out in this paragraph. Unless such information is changed in writing, all notices or other communication pursuant to this Contract shall be through the contact information in this paragraph.

City of Tucumcari
City Manager
215 E. Center
PO Box 1188
Tucumcari, NM 88401
(575) 461-5996

Queener Law Firm, P.C.
Richard L. Queener
200 First Street
PO Box 888
Farwell, TX 79325
(575) 935-9400

chayoz@cityoftucumcari.com

rick@thequeenerfirm.com

31. AUTHORITY

The individuals signing below on behalf of the parties hereby warrant and represent that they have full legal authority to bind the parties to this Agreement and have taken whatever steps are required by law and their governing documents to do so. Electronically duplicated signatures shall be permitted and if used, shall be binding. This Agreement may be signed in duplicate originals bearing the signatures of fewer than all parties if all parties have signed at least one duplicate original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Approved by the Tucumcari City Commission on this _____ day of July, 2026.

City of Tucumcari

Marcella Willis, Mayor

Attested by:

Angelica M. Gray, City Clerk

Queener Law Firm, P.C.

Richard L. Queener, President

City Commission AGENDA ITEM FORM



Meeting: City Commission - 09 Jul 2026
Presenter: C Renee Hayoz
Staff Contact: Renee Hayoz, City Manager
Form Purpose: Action Item

**Number of Originals
Needed, including
City Hall:**

Form Type:

TITLE:

Discussion and Action regarding Amended Application for Lodger's Tax Funding from Stormi Sena regarding the use of the Convention Center for Route 66 Expo

SUMMARY:

No attachment at this time. Mayor Willis will provide the commission with the application to commission next week.

BUDGET INFORMATION:

Budgeted Amount:	Available Amount:	Expenditure Amount:
Reviewed by:		Status:
Angelica Gray, City Clerk		Approved - 02 Jul 2026
Renee Hayoz, City Manager		Approved - 02 Jul 2026

City Commission AGENDA ITEM FORM



Meeting: City Commission - 09 Jul 2026
Presenter: Ralph Lopez
Staff Contact: Renee Hayoz, City Manager
Form Purpose: Action Item

**Number of Originals
Needed, including
City Hall:**

Form Type:

TITLE:

Discussion and Possible Action regarding Budget FY27

SUMMARY:

No Attachment(s).

BUDGET INFORMATION:

Budgeted Amount:

Available Amount:

Expenditure Amount: