



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

AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
JUNE 8, 2018

9:00 A.M. Call Meeting to Order

Pledge of Allegiance
Approval of Minutes-Regular Session May 25, 2018
Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. **Pat Vanderpool, Executive Director, Greater Tucumcari EDC**
 - Request Approval of EDC/Quay County Contract
 - Quarterly Report
- II. **Russell Shafer, Quay County Sheriff**
 - Presentation of Sheriff's Report
- III. **Darla Munsell, CDBG Coordinator**
 - Request Approval of FY 2017-2018 Resolution No. 31 – CDBG Application
 - Request Approval of FY 2017-2018 Resolution No. 33 – CDBG Annual Certifications and Commitments
 - Request Approval of FY 2017-2018 Resolution No. 34 – Citizen Participation Plan
 - Request Approval of FY 2017-2018 Resolution No. 35 – Residential Anti-Displacement and Relocation Assistance Plan
 - Request Approval of FY 2017-2018 Resolution No. 36 – Section 3 Plan with Required Elements
 - Request Approval of RFP Recommendation for Engineering Services



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Quay County, NM Ellen White - County Clerk, County_Cle



- IV. Larry Moore, Quay County Road Superintendent**
- Request Approval of **FY 2017-2018 Resolution No. 37 - CAP Agreements**
 - Request Approval of **FY 2017-2018 Resolution No. 38 - County Co-op Agreements**
 - Request Approval of **FY 2017-2018 Resolution No. 39 - School Bus Route Agreements**
 - Request Approval of **FY 2017-2018 Resolution No. 40 – CAP Match Waiver**
 - Request Approval of **FY 2017-2018 Resolution No. 41 – Co-op Match Waiver**
 - **Road Update**
- V. Richard Primrose, Quay County Manager**
- **Correspondence**
- VI. Ellen White, Quay County Clerk**
- Canvas of Election Results from the 2018 Primary Election
- VII. Request Approval of Accounts Payable**
- VIII. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**

Adjourn

Lunch-Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

June 8, 2018

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 8th day of June, 2018 at 9:00 a.m. in the Quay County Commission Chambers, Tucumcari, New Mexico, for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

Franklin McCasland, Chairman
Mike Cherry, Member
Sue Dowell, Member
Ellen L. White, County Clerk
Richard Primrose, County Manager

OTHERS PRESENT:

Larry Moore, Quay County Road Superintendent
Vic Baum, Quay County Assessor
Daniel Zamora, Quay County Emergency Management Coordinator
Cheryl Simpson, Quay County Manager's Office
Patrick Vanderpool, Tucumcari Economic Development Director
Russell Shafer, Quay County Sheriff
Darla Munsell, CDBG Coordinator
Gail Houser, Tucumcari Main Street Director
Thomas Garcia, Quay County Sun

Chairman Franklin McCasland called the meeting to order. Russell Shafer led the Pledge of Allegiance.

A MOTION was made by Mike Cherry, SECONDED by Franklin McCasland to approve the minutes from the May 25, 2018 regular session as presented. MOTION carried with Cherry voting "aye", McCasland voting "aye", and Dowell voting "no".

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Agenda as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

PUBLIC COMMENTS:

- Vic Baum, Assessor, cautioned residents in the city limits to be aware of the skunk problem.
- Ellen White, County Clerk, offered an explanation of how elected officials receive salary increases based on State Statutes and the percentage they have received since 2006 to the current year.

ONGOING BUSINESS: NONE

NEW BUSINESS:

Patrick Vanderpool, Executive Director for Greater Tucumcari EDC requested approval of the Contract between Quay County and Greater Tucumcari EDC. The time period of effectiveness begins on July 1, 2018 and continues for four years. The agreement provides funding from Quay County to the EDC in the amount of \$50,000.00 annually for the four years. A MOTION was made by Mike Cherry, SECONDED by Franklin McCasland to approve the Contract. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "no". A copy of the Contract is attached and made a part of these minutes.

Vanderpool distributed the Quarterly Report of the Greater Tucumcari EDC. A copy is attached to these minutes.

Russell Shafer presented the monthly activity report of the Sheriff's Office for the time period ending May 30, 2018. A copy is attached. Shafer stated the Tough Book laptops being utilized in officer's vehicles and the FirstNet software has proven invaluable.

Darla Munsell, CDBG Coordinator requested approval of the following items:

- Request Approval of FY 2017-2018 Resolution No. 31 – CDBG Application
- Request Approval of FY 2017-2018 Resolution No. 33 – CDBG Annual Certifications and Commitments
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- Request Approval of FY 2017-2018 Resolution No. 36 – Section 3 Plan with Required Elements
- Request Approval of RFP Recommendation for Engineering Services

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the above Resolutions and their supporting documents, as well as the RFP for Engineering Services. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". Copies are attached.

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

- Request Approval of FY 2017-2018 Resolution No. 37 - CAP Agreements
- Request Approval of FY 2017-2018 Resolution No. 38 - County Co-op Agreements
- Request Approval of FY 2017-2018 Resolution No. 39 - School Bus Route Agreements
- Request Approval of FY 2017-2018 Resolution No. 40 – CAP Match Waiver
- Request Approval of FY 2017-2018 Resolution No. 41 – Co-op Match Waiver

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the above described documents. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". Copies of all documents are attached to these minutes.

Moore presented the following Quay County roads update:

1. Quay Road K millings have been hauled and the crews will begin reclaiming and packing it this week.
2. Funds have been received from NM Forestry for the Road Department's assistance in containing the fire in the Nara Visa area last year. The amount totaled received was \$5,160.00. Richard Primrose added the County also received additional Forestry funds to the Fire Departments totaling \$22,000.00 for the past year.

Richard Primrose, County Manager, presented the following items of correspondence:

1. The NMAC Annual Conference will be held in Socorro the week of June 18th.
2. A final Public Hearing will be held on June 26th at the Quay County Fair Barn regarding the Quay County Comprehensive Plan.
3. The next regularly scheduled meeting of the Quay County Commission is set for Friday, June 29.

Commissioner Dowell asked if Primrose has had any additional conversations regarding the Emergency Room billing issue at Trigg Memorial Hospital. Primrose stated he has not and as far as he knows they are working on the issue still. Presbyterian realizes this may have to be addressed case by case until a new contract with the ER Physician group has been negotiated.

Commissioner Cherry asked Primrose if he had any idea when the current contract expires and Primrose did not know.

Chairman McCasland called for a break. Time noted 9:35 a.m.

Return to regular session. Time noted 9:45 a.m.

Quay County Clerk, Ellen White presented the election returns of the 2018 Primary Election for canvassing. White stated a total of 6 provisional ballots were cast throughout the County. Of the 6 ballots, 4 ballots were valid ballots cast by Quay County voters at a polling location outside their assigned precinct for voting. White stated these 4 ballots should be qualified ballots. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to accept the 4 qualified ballots. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". White said of the remaining 2 provisional ballots, 1 was cast by a resident of Curry County and the other cast by a registered democrat, but the voter demanded a republican ballot. White indicated by law, these 2 ballots should not be qualified. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to disqualify the remaining 2 ballots. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

White presented a spread sheet of verified totals by Precinct to the Board of County Commissioners. The accepted provisional ballots were hand tallied and added to the totals of election night reporting. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to accept and certify the 2018 Primary Election results for Quay County. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy of the Canvass is attached to these minutes.

ACCOUNTS PAYABLE:

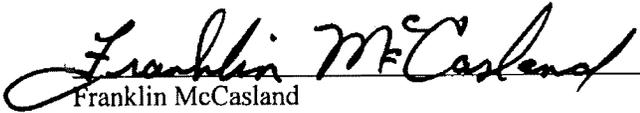
A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the expenditures included in the Accounts Payable Report ending June 5, 2018. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

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

There being no further business, a MOTION was made by Mike Cherry SECONDED by Sue Dowell to adjourn. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye". Time noted 10:40 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS


Franklin McCasland


Sue Dowell


Mike Cherry

ATTEST:


Ellen L. White, County Clerk



REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS
(Amended on November 9, 2018)
June 8, 2018

9:00 A.M.

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Vic Baum, Quay County Assessor
Daniel Zamora, Quay County Emergency Management Coordinator
Cheryl Simpson, Quay County Manager's Office
Patrick Vanderpool, Tucumcari Economic Development Director
Russell Shafer, Quay County Sheriff
Daria Munsell, CDBG Coordinator
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Respectfully submitted by Ellen White, County Clerk.

AMENDED November 9, 2018.

BOARD OF QUAY COUNTY COMMISSIONERS

Franklin McCasland

Sue Dowell

Sue Dowell

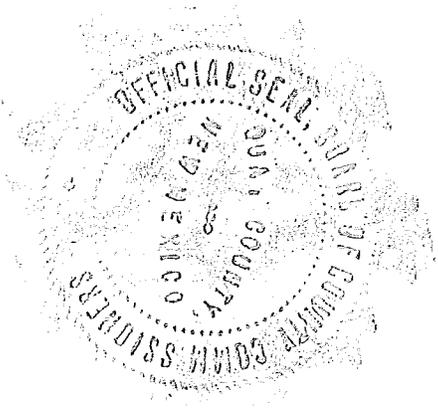
Mike Cherry

Mike Cherry

ATTEST:

Ellen L. White

Ellen L. White, County Clerk



ECONOMIC DEVELOPMENT SERVICE AGREEMENT

THIS AGREEMENT is made this **8th** day of **June 2018** by and between County of Quay, New Mexico, hereinafter referred to as "the County" and the Greater Tucumcari Economic Development Corporation, hereinafter referred to as "EDC".

RECITALS

A. The State of New Mexico has expressly conferred upon counties the authority to allow public support of economic development. The County has adopted a Regional Comprehensive Plan, which includes goals, objectives and policies for economic development within Quay County.

B. The County and the EDC desire to enter into an Agreement whereby the EDC provides economic development services to the County consistent with the provisions of the Quay County Regional Comprehensive Plan.

NOW, THEREFORE, in consideration of their mutual promises contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. **TERM.** This Agreement shall remain in full force and effect for a period of four (4) years, beginning on **July 1, 2018**. The County shall have the option to terminate this Agreement on each anniversary for budgetary reasons.
2. **REPRESENTATION.** The County shall have two (2) members on the EDC Board of Directors: the County Manager and one (1) designee of the County Commission.
3. **EDC RESPONSIBILITIES.**
 - a. The EDC shall provide a full range of economic development services to the County pursuant to the New Mexico Economic Development Act "the Act", Sections 5-10-1 through Section 5-10-13, NMSA, 1978 Comp. and consistent with the Quay County Regional Comprehensive Plan.
 - b. The EDC shall work with qualifying entities as defined by the Act in developing economic development projects and shall provide consulting services, information and technical assistance to existing as well as prospective businesses and industries in order to promote the overall economic growth of the area. In performing those duties the EDC shall focus, to the greatest extent possible, on the following goals:

1. Provide the infrastructure necessary to accommodate new businesses moving into the County;
2. Apply for special programs and grants that can be used for economic development activities and projects;
3. Develop a diverse economy that supports sustainable growth and development that supports all communities in the County;
4. Expand the range of possibilities for agricultural products that can survive in Quay County;
5. Improve rail service to the Tucumcari Industrial Park;
6. Create a business climate attractive to wind farms and wind manufacturing and assembly plant;
7. Work with Quay County to obtain EPA Brownsfield designation and pursue remediation options for Shell Truck Plaza and abandoned gas stations along Route 66;
8. Support the application for the Coronado Park Racetrack and Casino.

The fact that one goal is listed numerically higher than another should in no way be considered by the EDC as a limitation on their efforts. All goals shall be considered of equal weight and importance.

c. The EDC shall make written accountability and progress reports to Quay County within thirty (30) days after the end of each quarter. These reports shall include, but not necessarily be limited to: Information on the EDC's activities hereunder and accounting of the use of funds provided herein. The EDC shall be available to meet with the Quay County Commission on a quarterly basis to discuss EDC projects or, on a more frequent basis as determined by Quay County.

d. The EDC shall annually provide a copy of its latest financial statement and accountant's review report for the current fiscal year.

e. The EDC shall maintain relations with the State of New Mexico Economic Development Department, local utility companies, City of Tucumcari, and other appropriate entities within the region.

f. The EDC shall own and manage any and all real property owned by the EDC to support economic development projects consistent with the New Mexico Local Economic Development Act.

4. COUNTY'S DUTIES HEREUNDER.

a. The County shall cooperate as necessary with the EDC to achieve the County's economic development goals.

b. The County shall furnish information to the EDC, as it is available regarding resources for economic development. This information shall include, but not necessarily be limited to: an inventory of real property, a description of improvements on any such real property, equipment, and information concerning tax revenues collected for economic development and available for economic development projects.

c. The County shall be responsible for applying for any available economic development monies, whether grants or appropriation or otherwise, which in its sole discretion it deems appropriate for the County.

5. COMPENSATION. The County agrees to pay to the EDC the total amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) per year in equal quarterly installments of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00), due in advance on the first (1st) day of each quarter throughout the term of this Agreement. In the event of an emergency, as determined by the Quay County Commission, payments can be reduced to an amount negotiated and agreed to by both parties.

6. INDEPENDENT CONTRACTOR. The EDC is an independent contractor and not an employee or agent of the County. The EDC assumes all liability for, and agrees to hold harmless the County from any and all claims for damages arising from performance under this agreement, and agrees to indemnify the County against any and all losses and liabilities for bodily injuries, death or property damages arising out of any work, services or activity that is performed by the EDC hereunder, and for any and all expenses related to claims and or lawsuits resulting from the services to be provided under this contract, including court costs and attorney's fees and any and all penalties and damages incurred by reason of failure to obtain any permit or license or failure to comply with any applicable laws, ordinances, or regulations.

7. LAWS AND REGULATIONS. The EDC understands and agrees that all applicable state and federal laws, County ordinances, and any rules and regulations of any authority having jurisdiction over economic developments shall apply to the Contract throughout, and such laws, ordinances, rules and regulations shall be deemed to be included herein as if set forth in their entirety, specifically NMSA 1978 §5-10-1 *et seq.*

8. INSURANCE. The EDC shall keep the following insurance coverage in full force and effect throughout the term of this Agreement and shall name the County as coinsured.

General Liability Coverage - One Million Dollars (\$1,000,000).

The EDC agrees to defend, protect, indemnify and hold Quay County, New Mexico harmless from any and all claims for damages for personal injury or property damage caused by the EDC or its employees performing hereunder.

9. MISCELLANEOUS.

- a. This Agreement shall be governed and construed pursuant to the laws of the State of New Mexico.
- b. This Agreement contains the entire agreement of the parties.
- c. No amendment of the terms of this Agreement shall be valid unless made in writing and executed with the same formalities as this original Agreement.
- d. The waiver by either party hereto of a breach of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
- e. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives and successors in interest.
- f. This Agreement shall not be assignable.
- g. If any provision of this Agreement is subsequently found to be unenforceable, it shall not destroy the legality of the remainder of this Agreement.
- h. In connection with the performance of this Agreement, the EDC agrees not to discriminate against any employee or applicant for employment because of race, creed, color, gender or national origin. The EDC agrees to take affirmative action to ensure that applicants are employed without regard to race, creed, color, gender or national origin.
- i. All documents and data produced hereunder are the property of Quay County, New Mexico.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) counterparts, each of which shall be deemed an original, on the date last written below.

BOARD OF COUNTY COMMISSIONERS OF QUAY
COUNTY, NEW MEXICO



Franklin McCasland
Franklin McCasland

Sue Dowell

Mike Cherry
Mike Cherry

ATTEST:

Ellen L. White
Ellen L. White, County Clerk

**GREATER TUCUMCARI ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
President

GREATER TUCUMCARI ECONOMIC DEVELOPMENT CORPORATION

QUARTERLY REPORT

Period ending May 31, 2018

1. Projects

a. Prospective LEDA projects –

- i. Project Roaster: Prospect is pursuing a coffee roaster manufacturing and wholesale operation. They have compiled a detailed list of equipment necessary and have identified a location. We are working with them on a blended finance package of LEDA and traditional financing. They are working with a local banker.
- ii. Project Cut and Sew – Prospect is currently in business and is looking to add a clothing manufacturing business. We have worked with him on his business plan and discussed financing options. He is eligible for LEDA funding. He is committed to investing a significant portion of personal funds into the business. He is not seeking LEDA funding at this time.
- iii. Project Aqua – This is a startup project developing an aquaponic greenhouse. He is under construction adjacent to the ethanol plant to utilize the waste heat from the manure-methane project. This project is eligible for LEDA funding. He is currently building out a greenhouse with donated materials. We are helping him explore development as a project related to a local growers co-op.

b. Current LEDA projects –

- i. 3D Tools – This project is a startup assembling and manufacturing (phase 2) a patented snow shovel and broom. He has completed assembly of the initial 2,000 units and is marketing those. He has no current employees. We are helping him with marketing.

3D Tools (\$80,320)– Balance: \$0

- a. % expended: 100%
- b. 80,320 tooling and parts

- ii. Ignacio Villegas – Mr. Villegas is developing property transferred from the city as part of a LEDA project for his construction company offices and equipment storage. Property survey has been completed. Due to challenges accessing city water and sewer he asked the EDC Board to recommend an extension on his project. The Board agreed. NMDOT has granted access to bore under Railroad Avenue to access city water. He is in the process of identifying equipment to allow him to address grade issues for sewer. He plans to build his office on lots 20-21. He plans to fence lots 17-21 and keep lots 22-24 open for parking.

No cash contribution.

- iii. Energy Related Devices – Environmental assessments have been completed and property cleanup and utility connections are nearly complete. He currently has 2 fulltime employees. His PPA calls for 2 fulltime employees at the end of year 1. He has secured financing through an out of state bank which specializes in New Markets Tax Credits. He continues to work with USDA on additional loan guarantee financing and has been approved for the USDA “Repowering America” program which provides a \$1M reimbursable grant once production begins.

Energy Related Devices (\$87,200) – Balance: \$7,224.41

- a. % expended: 91.7%
- b. 70,000 property purchase
- c. 3,714.77 title insurance and phase 1 environmental
- d. 1,745.14 chemical pallets
- e. 4,462.71 plumbing and repairs
- e. 52 .97 service charges.

- iv. Mariposa Herbs – currently in operation at 2101 S. 1st St. He has two employees, himself and his daughter, who is handling Internet sales. He has moved his storefront from Las Vegas to Tucumcari. He has made significant improvements to his building (his contribution) and added signage. He has indicated that he is very satisfied with his location. He continues to add new products and services.

Mariposa Herbs (\$10,000) – Balance: 0

- a. % expended: 100%
- b. 9,839.24 rent
- c. 160.76 service charges

- v. Tucumcari Mountain Cheese (\$141,830 local; \$200,000 state) – They’ve completed work on their wastewater system (local LEDA funds). They have completed construction of their new offices and Ricotta room, and have completed installation of their new production equipment. They have added a cheese store as part of their new addition. Their new additions are complete (State LEDA funds). Additional hiring has been ongoing. Their PPA calls for an additional 10-12 “assorted permanent jobs”, average wage \$10.50/hr. The state has agreed to count those jobs toward their job creation requirement (10 jobs at \$28,000 per annum for 48 consecutive months within 3 years. They have hired 19 new hires since the grant was executed, of which 10 are currently employed.

Tucumcari Mountain Cheese (\$141,830 local LEDA) – Balance: \$0

- a. % expended: 100%
- b. 15,730.63 engineering; 126,044.37 plumbing and construction

c. 55.00 service charges

Tucumcari Mountain Cheese (\$200,000 State LEDA) – Balance: \$0

- a. % expended: 100%
- b. 199,065.00 construction
- c. 35.00 service charges

- vi. Odeon Theater (\$50,000 State LEDA) – The NM Economic Development Department allocated funds to restore the roof on this historic theater. That work has been completed. The PPA calls for the Odeon to create one new job and retain 1 fulltime and 2 part time jobs during the three years after the agreement.

Odeon Theater – Balance: \$858.59

- a. % expended: 98%
- b. 48,986.41 roof repairs
- c. 155.00 service charges

2. Activity Reporting

- 1/17 – Quay Day
- 1/24 – Torrance County Commission re ACT Work Ready Communities
- 2/2 – Grower's Co-op *
- 2/8 – NMAC EDIPC *
- 2/14 – ACT County Team *
- 2/21 – NM Partnership *
- 2/16 – NM Economic Development Course Committee *
- 2/28 – Meeting with Kmart building owner
- 3/15 – NMSU Ag Leadership Team
- 3/22 – 5 Mile Park Committee *
- 3/23 – UNM Graduate Planning Class re: Truck Stop *
- 3/28 – Senator Udall Federal Resource presentation
- 4/12 – IEDC E&CC Call *
- 5/2 – IEDC Ethics Class
- 5/3 – ECNM SET meeting – Ft. Sumner
- 5/17-18 – NM Partnership Fam Tour, Bernalillo
- 5/23 – Customer Service Training

Industry Employment Distribution Table 4th Quarter, 2017

The table below shows the industries with the highest number of employees in Quay County, NM for the 4th Quarter, 2017.

Rank	Industry Sector	Number of Establishments	Number of Employees
1	Accommodation and Food Services	36	449
2	Retail Trade (44-45)	35	405
3	Educational Services	6	401
4	Health Care and Social Assistance	48	388
5	Public Administration	32	197
6	Construction	29	188
7	Finance and Insurance	18	96
8	Other Services, Ex. Public Admin	27	86
9	Transportation and Warehousing (48-49)	21	79
10	Utilities	11	77

NMDWS, Quarterly Census of Employment and Wages program
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Industry Employment Distribution 2nd quarter, 2017

Rank	Industry Sector	Establishments	Employees
1	Accommodation and Food Services	34	441
2	Retail Trade (44 & 45)	35	405
3	Health Care and Social Assistance	47	379
4	Education Services	6	365
5	Construction	30	194
6	Public Administration	32	193
7	Finance and Insurance	17	94
8	Other Services (except Public Admin.)	26	90
9	Transportation and Warehousing (48 & 49)	22	89
10	Utilities	11	82
11	Professional Scientific & Technical Svc	12	51
12	Admin., Support, Waste Mgmt, Remediation	12	48
13	Agriculture, Forestry, Fishing & Hunting	8	48
14	Wholesale Trade	6	19

15	Information	6	16
16	Real Estate and Rental and Leasing	8	10
*	Manufacturing (31-33)	Confidential	Confidential
*	Arts, Entertainment, and Recreation	Confidential	Confidential
*	Management of Companies and Enterprises	Confidential	Confidential
*	Mining	Confidential	Confidential

NMDWS, Quarterly Census of Employment and Wages program

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Industry Employment Distribution

1st quarter, 2017.

Rank	Industry Sector	Establishments	Employees
1	Accommodation and Food Services	32	418
2	Retail Trade (44 & 45)	35	401
3	Education Services	6	391
4	Health Care and Social Assistance	46	389
5	Public Administration	32	191
6	Construction	30	188
7	Finance and Insurance	17	92
8	Transportation and Warehousing (48 & 49)	22	92
9	Other Services (except Public Admin.)	26	87
10	Utilities	11	83
11	Professional Scientific & Technical Svc	11	56
12	Agriculture, Forestry, Fishing & Hunting	8	41
13	Admin., Support, Waste Mgmt, Remediation	13	39
14	Wholesale Trade	6	20
15	Information	6	17
16	Real Estate and Rental and Leasing	8	10
*	Manufacturing (31-33)	Confidential	Confidential
*	Arts, Entertainment, and Recreation	Confidential	Confidential
*	Management of Companies and Enterprises	Confidential	Confidential
*	Mining	Confidential	Confidential

NMDWS, Quarterly Census of Employment and Wages program

3. Efforts to maintain existing employers

Outreach is through our workforce initiative, assisting with business finance, and through public policy discussions, in particular preparations for the legislative session and our legislative reception and Quay Day. We also frequently respond to requests for help with state regulatory issues, which we may refer to our EDD Community Development Representative, Tim Hagaman.

WORKFORCE DEVELOPMENT

1. Transitioned to Maintenance (of certification) Phase 1. Achieved full certified "Work Ready Community" status on November 14, 2016.
2. Reached our internal goal of 200 NCRCs at the end of June, 2017. **Established a new goal of 315. We currently have 314.** We are working to implement a soft skills and employability skills program. Secured a LEADS grant from the NM Economic Development Department to assist in development of that training.
3. We are implementing a Fall and Spring Work Keys assessment schedule in the public schools to allow us to reach our additional goal of 13 improved scores.
4. We continue to meet monthly with our County Team to review progress and establish next steps.
5. Introduced the ACT Work Ready Communities program to the counties and cities in NEEDO and ECNM SET VI region. The ECNM region reached consensus at their last meeting that they'd like to work toward a regional application. The NEEDO group voted to commit \$10,000 toward costs for their counties to become certified.

TOURISM ACTIVITIES

1. Working with interested parties on development of local tourist attractions. Have provided them with copies of the Arrowhead race track study.
2. Assisted City Manager and Commissioner Lumpkin with development of the disc golf course. Organized the initial meeting with Jeff Lewis of the PDGA. Have attended other meetings since. Met with Jeff, Gino Caggio, and Marcos Castillo in Albuquerque. Supported the PDGA on two sanctioned tournaments to date.
3. Meeting with a tourism destination developer.
4. Working diligently with the National Park Service on a development plan for 5 Mile Park. Have established a steering committee and area of interest subcommittees.

STATE LEVEL ACTIVITIES

Serving on the NM Association of Counties Economic Development and Infrastructure Policy Committee. Helping to draft an economic development education initiative for county officials and staff. Helping analyze public policy and legislative initiatives.

Elected Vice President of the NEEDO-NM Board of Directors. Working specifically on issues related to workforce development, economic development marketing, and small business financing.

Elected Secretary of the East Central NM SET VI regional economic development planning group.

Appointed by the Governor to serve on the Board of Directors for the NM Partnership.

Serving on the Advisory Board and as a faculty member for the NM Basic Economic Development Course.

Serving on the IEDC Education and Certification Committee.

Quay County Food Shed Co-op
Landowners and Mentors Exploratory Meeting
Friday, June 8, 2018
1:30 pm – 4:30 pm

Agenda

- Welcome and Introduction 1:30 pm
 - Introduction of Concept – Phillip Box and David White
 - Methane Plant – Bob Hockaday
 - Aquaponics project – David White

- About Land Access/Land Link 2:00 pm
 - Land for Good - Kathy Ruhf
 - Colorado Land Link Program - Dan Waldvogle
 - Apprenticeship Program Pilot – Darrell Baker and David White

- About Other Related Programs and Services 2:50 pm
 - NRCS – Amanda Montoya
 - Quay County Extension Service – Jason Lamb
 - FFA/Tucumcari High School – Matt and Jan Klinger

- Refreshment Break 3:20 pm

- Inventory of Land and Brainstorming (facilitated) 3:30 pm
 - Distribute forms for participation
 - Discuss specific ideas and interests
 - Address questions, as possible
 - Collect information and questions that need additional research

- Resources and Information Forum (from Audience) 4:15 pm
 - Lenders and others who can help land owners and mentors facilitate agreement, etc. will have a chance to share their information (limit to 3-4 minutes each, please)

- Adjourn 4:30 pm

The Power of Knowledge and Leadership

The following code of ethics was established by the professional economic developers in the International Economic Development Council to ensure a high ethical standard for those involved in economic development.

1. Professional economic developers shall carry out their responsibilities in a manner to bring respect to the profession, the economic developer and the economic developer's constituencies.
2. Professional economic developers shall practice with integrity, honesty, and adherence to the trust placed in them both in fact and in appearance.
3. Professional economic developers will hold themselves free of any interest, influence, or relationship in respect to any professional activity when dealing with clients which could impair professional judgement or objectivity or which in the reasonable view of the observer, has that effect.
4. Professional economic developers are mindful that they are representatives of the community and shall represent the overall community interest.
5. Professional economic developers shall keep the community, elected officials, boards and other stakeholders informed about the progress and efforts of the area's economic development program.
6. Professional economic developers shall maintain in confidence the affairs of any client, colleague or organization and shall not disclose confidential information obtained in the course of professional activities.
7. Professional economic developers shall openly share information with the governing body according to protocols established by that body. Such protocols shall be disclosed to clients and the public.
8. Professional economic developers shall cooperate with peers to the betterment of economic development technique, ability, and practice, and to strive to perfect themselves in their professional abilities through training and educational opportunities.
9. Professional economic developers shall assure that all economic development activities are conducted with equality of opportunity for all segments of the community without regard to race, religion, sex, sexual orientation, national origin, political affiliation, disability, age, marital status, or socioeconomic status.

10. Refrain from sexual harassment. Sexual harassment is defined as any unwelcome conduct of a sexual nature.

11. Not exploit the misfortune of federally declared disaster-impacted regions. This includes actively recruiting businesses from an affected community.

12. Abide by the principles established in this code and comply with the rules of professional conduct as promulgated by IEDC.

May 30, 2018

Quay County Sheriff's Office monthly report.

Calls for Service

Month Reported	Count
January	87
February	76
March	120
April	109
May	116
June	
July	
August	
September	
October	
November	
December	

Civil Process

Month Received	Count
January	72
February	63
March	81
April	71
May	35
June	
July	
August	
September	
October	
November	
December	

Prisoner Transports

Month Reported	Count
January	11
February	15
March	15
April	6
May	16
June	
July	
August	
September	
October	
November	
December	

Arrest

Month Arrested	Count
January	19
February	8
March	4
April	12
May	15
June	
July	
August	
September	
October	
November	
December	

Citations

Month Issued	Count
January	17
February	8
March	13
April	71
May	12
June	
July	
August	
September	
October	
November	
December	

Traffic Stops

Month Occurred	Count
January	63
February	31
March	56
April	109
May	53
June	
July	
August	
September	
October	
November	
December	

	Year	Total Mileage
Seven full time Law Enforcement Deputies.	Q-1 16 UNIT -7213	30205
1 Sheriff	Q-2 16 UNIT -6749	10790
1 Under Sheriff	Q-3 10 UNIT -8905	90070
4 Deputies	Q-4 10 UNIT -0425	8541
	Q-5 07 UNIT -9874	10048
	Q-6 14 UNIT -0262	53615
	Q-7	

Russell Shafer, Sheriff

CERTIFICATIONS AND ASSURANCES

I, the undersigned chief elected official of the applicant entity hereby certify that:

- The information contained herein is true, correct, and complete to the best of my knowledge and belief,
- The attached resolution (Example in Exhibit C) adopted by the governing body of the applicant entity authorizes me to file this application for assistance from the State of New Mexico and commit General Funds as a cash contribution toward this project,
- I will comply with the Code of Federal Requirements (CFR) Title 24 – Housing and Urban Development, which govern the Community Development Block Grant (CDBG) program.
- I have read and will comply with the CDBG Grant Agreement (Exhibit G),
- I have read and will comply with NMAC 2.110.2 (Exhibit H),
- I have read, will comply with, and have signed and notarized on pages 17-18 of the Applicant Statement of Assurances and Certifications (pages 9-18),
- I have read, completed, and signed the Applicant/Recipient Disclosure/Update Report (Exhibit 1-F) on page 19.
- I have read and completed the Program Requirements on pages 22-23.
- I have completed, signed, and notarized the CDBG Site Certificate on page 24.

Franklin McCasland
Signature, Chief Elected Official

Quay County
Applicant Entity (County or Municipality)

Franklin McCasland
Name (Typed or Printed)

County Commissioner, Chairman
Title

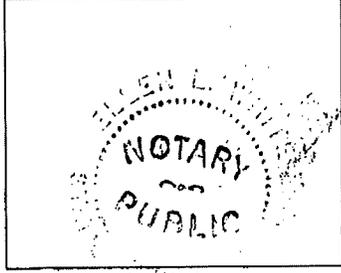
6/8/18
Date

SWORN TO AND SUBSCRIBED
Before me on this 8 day
Of June, 2018

Notary Public
Ellen L. Lohmeier

My commission expires
3-21-19

Place Seal Here



APPLICANT STATEMENT OF FEDERAL ASSURANCES AND CERTIFICATIONS

The applicant hereby assures and certifies that:

(a) It possesses:

(1) Legal authority to apply for the grant and to execute the proposed project, and its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer and/or other designated official representatives to act in connection with the application and to provide such additional information as may be required; and

(2) Has developed its application, including its projected use of funds, so as to give maximum feasible priority to activities that will benefit low and moderate income persons or aid in the prevention or elimination of slums or blight. (The requirement for this certification will not preclude the State from approving an application where the applicant certifies and the State determines, that all or part of the proposed project activities are designed to meet other community development needs that have arisen during the preceding twelve-month period and have particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and where other financial resources are not available to meet such needs.)
Furthermore:

(A) With respect to activities it claims benefit low and moderate income persons, it has determined and documented that not less than fifty-one percent (51%) of the beneficiaries of the activity are low and moderate income persons.

(b) It is following a detailed citizen participation plan which:

(1) Provides for and encourages citizen participation with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Community Development Block Grant (CDBG) funds are proposed to be used;

(2) Provides citizens with reasonable and timely access to local meetings, information, and records relating to its proposed and actual use of CDBG funds;

(3) Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the applicant;

(4) Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice at times and locations

convenient to potential or actual beneficiaries, and with accommodation for the handicapped;

(5) Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and

(6) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

(c) It has provided for and encouraged citizen participation, with particular emphasis on participation by persons of low and moderate income and of areas in which CDBG funds are proposed to be used, by:

(1) Furnishing citizens information concerning the amount of funds available for proposed community development activities and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income and its plans for minimizing displacement of persons as a result of activities assisted with CDBG funds and to assist persons actually displaced as a result of such activities;

(2) Publishing a proposed project plan/application in such a manner to afford citizens an opportunity to examine its content and to submit comments on the proposed project plan/application and on the community development performance of the jurisdiction(s);

(3) Holding one or more public hearings, as indicated below, to obtain citizen views and to respond to proposals and questions related to community development needs, proposed activities and past CDBG performance. All hearings were held more than ten (10) days after notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped and for the needs of non-English speaking residents where a significant number of such residents could have been reasonably expected to participate.

Applicant/Participant*	Date	Time	Location
Quay County	03/19/2018	6:00 pm	Quay Co. Courthouse 300 S.3rd St
Quay County	03/26/2018	6:00 pm	Quay Co. Courthouse 300 S.3rd St

* In the case of a "joint" application, each participating municipality and county must hold at least one public hearing.

(4) As applicable, providing citizens with reasonable and timely access to local meetings, information and records regarding its proposed and past use of CDBG funds;

- (5) In preparing its project plan/application, considering any such comments and views and, if deemed appropriate, modifying the proposed project plan/application;
- (6) Making the final project plan/application available to the public;
- (7) Identifying its community development needs, including the needs of low and moderate income persons, and the activities to be undertaken to meet such needs.

(d) In the event it is awarded CDBG funds by the State it will:

- (1) Follow a residential anti-displacement and relocation assistance plan which shall:
 - (A) In the event of such displacement, provide that:

- (i) Governmental agencies or private developers shall provide within the same community comparable replacement dwellings for the same number of occupants as could have been housed in the occupied and vacant occupiable low and moderate income dwelling units demolished or converted to use other than for housing for low and moderate income persons, and provide that such replacement housing may include existing housing assisted with project based assistance provided under Section 8 of the United States Housing Act of 1937;
- (ii) Such comparable replacement dwellings shall be designed to remain affordable to persons of low and moderate income for 10 years from the time of initial occupancy;
- (iii) Relocation benefits shall be provided for all low or moderate income persons who occupied housing demolished or converted to a use other than for low or moderate income housing, including reimbursement for actual and reasonable moving expenses, security deposits, credit checks, and other moving-related expenses, including any interim living costs; and, in the case of displaced persons of low and moderate income, provide either:
 - (I) compensation sufficient to ensure that, for a 5-year period, the displaced families shall not bear, after relocation, a ratio of shelter costs to income that exceeds 30 percent; or,
 - (II) if elected by a family, a lump-sum payment equal to the capitalized value of the benefits available under sub clause (I) to permit the household to secure participation in a housing cooperative or mutual housing association.
- (iv) Persons displaced shall be relocated into comparable replacement housing that is:

- (I) decent, safe, and sanitary;
- (II) adequate in size to accommodate the occupants;
- (III) functionally equivalent; and,
- (IV) in an area not subject to unreasonably adverse environmental conditions;

(B) persons displaced shall have the right to elect, as an alternative to the benefits under this subsection to receive benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 if such persons determine that it is in their best interest to do so; and,

(C) where a claim for assistance under subparagraph (A)(iv) is denied by grantee, the claimant may appeal to the State, and that the decision of the State shall be final unless a court determines the decision was arbitrary and capricious.

(2) Comply with the provisions of the above paragraph (1) except that paragraphs (A)(i) and (A)(ii) shall not apply in any case in which the Secretary of the U.S. Department of Housing and Urban Development finds, on the basis of objective data, that there is available in the area an adequate supply of habitable affordable housing for low and moderate income persons. A determination under this paragraph is final and non-reviewable.

(3) Provide citizens with reasonable notice of, and opportunity to comment on, any substantial change proposed to be made in the use of CDBG funds from one eligible activity to another by following the same procedures required in paragraph (c) for the preparation and submission of the final project plan/application.

(e) It will:

(1) Minimize displacement of persons as a result of activities assisted with CDBG funds and provide for reasonable benefits to any person involuntarily and permanently displaced as a result of the use of CDBG funds to acquire or substantially rehabilitate property;

(2) Affirmatively further fair housing in addition to conducting and administering its project in conformity with Public Law 88-352 and Public Law 90-284 as certified in paragraph (h) hereinafter;

(3) Not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

(A) CDBG funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than the CDBG program, or

- (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income who are not persons of low income, it certifies that it lacks sufficient CDBG funds to comply with the requirements of subparagraph (A);
- (f) Its chief executive officer or other officer of the applicant approved by the State:
- (1) Consents to assume the status of responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified in 24 CFR Part 58, which further the purposes of NEPA, insofar as the provisions of such Federal law apply to the Colorado Community Development Block Grant (CDBG) Program;
 - (2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (g) It will comply with the financial management regulations, policies, guidelines and requirements set forth in the CDBG Public Facilities and/or Housing Guidebook.
- (h) It will comply with:
- (1) **Section 110 of the Housing and Community Development Act of 1974**, as amended, and any State regulations regarding the administration and enforcement of labor standards;
 - (2) **Davis-Bacon Fair Labor Standards Act (40 USC 276a - 276a-5)** requiring that, on all prime contracts which exceed \$2,000 for federally-assisted construction, alteration or rehabilitation, laborers and mechanics employed by contractors or subcontractors shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor. (This requirement applies to the rehabilitation of residential property only if such property is designed for use of eight or more families.)
 - (3) **Contract Work Hours and Safety Standards Act of 1962 (40 USC 327 et seq.)** requiring that mechanics and laborers employed on federally-assisted contracts which exceed \$2,000 be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work week.
 - (4) **Copeland "Anti-Kickback" Act of 1934 (40 USC 276 (c))** prohibiting and prescribing penalties for "kickbacks" of wages in federally- financed or assisted construction activities.
- (i) It will comply with:
- (1) **Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 USC 2000 (d))** prohibiting discrimination on the basis of race, color, religion or religious affiliation, or national origin in any program or activity receiving federal financial assistance.

- (2) **The Fair Housing Act (42 USC 3601-20)**, as amended, prohibiting housing discrimination on the basis of race, color, religion, sex, national origin, handicap, and familial status.
- (3) **Section 109 of the Housing and Community Development Act of 1974 (42 USC 5309)**, as amended, providing that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, color, national origin or sex under any program or activity funded in whole or in part under Title I (Community Development) of the Housing and Community Development Act.
- (4) **Executive Order 11063 (1962)**, as amended by Executive Order 12259, requiring equal opportunity in housing by prohibiting discrimination on the basis of race, color, religion, sex or national origin in the sale or rental of housing built with federal assistance.
- (5) **Executive Order 11246 (1965)**, as amended by Executive Orders 11375, prohibiting discrimination on the basis of race, color, religion, sex or national origin in any phase of employment during the performance of federal or federally-assisted contracts in excess of \$2,000.
- (6) **Section 3 of the Housing and Community Development Act of 1968 (12 USC 1701 (u))**, as amended, providing that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects, will be given to lower-income persons in the unit of the project area, and that contracts be awarded to businesses located in the project area or to businesses owned, in substantial part, by residents of the project area.
- (7) **Section 504 of the Rehabilitation Act of 1973 (29 USC 793)**, as amended, providing that no otherwise qualified individual shall, solely by reason of a handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal funds. Effective communication with persons of all types of disabilities must be ensured.
- (8) **Age Discrimination Act of 1975, (42 USC 6101)**, as amended, providing that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

(j) It will comply with:

- (1) **Section 104(d) of the Housing and Community Development Act of 1974, as amended (42 USC 5301)**, known as the "Barney Frank Amendment," and the HUD implementing regulations at 29 CFR Part 570, requiring that local grantees follow a residential anti-displacement and relocation assistance plan which provides for the replacement of all low/moderate-income dwelling units that are demolished or converted to another use as a direct result of the use of CDBG funds, and which

provides for relocation assistance for all low/moderate-income households so displaced.

- (2) **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended -- Title III, Real Property Acquisition (Pub. L. 91-646 and HUD implementing regulations at 49 CFR Part 24)**, providing for uniform and equitable treatment of persons displaced from their homes, businesses, or farms by Federal or Federally- assisted programs and establishing uniform and equitable land acquisition policies for federal assisted programs. Requirements include bona fide land appraisals as a basis for land acquisition, specific procedures for selecting contract appraisers and contract negotiations, furnishing to owners of property to be acquired a written summary statement of the acquisition price offer based on the fair market price, and specified procedures connected with condemnation.
- (3) **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended -- Title II, Uniform Relocation Assistance (Pub. L. 91-646 and HUD implementing regulations at 49 CFR Part 24)**, providing for fair and equitable treatment of all persons displaced as a result of any federal or federally-assisted program. Relocation payments and assistance, last-resort housing replacement by displacing agency, and grievance procedures are covered under the Act. Payments and assistance will be made pursuant to state or local law, or the grant recipient must adopt a written policy available to the public describing the relocation payments and assistance that will be provided. Moving expenses and up to \$22,500 or more for each qualified homeowner or up to \$5,250 or more for each tenant are potential costs.

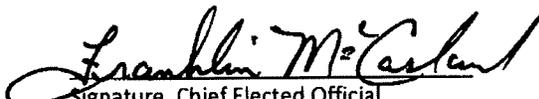
(k) It will comply with:

- (1) **National Environmental Policy Act of 1969 (42 USC 4321 et seq.)**, as amended, and the implementing regulations of HUD (24 CFR Part 58) and of the Council on Environmental Quality (40 CFR Parts 1500 - 1508) providing for establishment of national policy, goals, and procedures for protecting, restoring and enhancing environmental quality.
- (2) **National Historic Preservation Act of 1966 (16 USC 470 et seq.)**, as amended, requiring consideration of the effect of a project on any district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places.
- (3) **Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.)** requiring that federally-funded projects contribute to the preservation and enhancement of sites, structures and objects of historical, architectural or archaeological significance.
- (4) **The Archaeological and Historical Data Preservation Act of 1974, amending the Reservoir Salvage Act of 1960 (16 USC 469 et seq.)**, providing for the preservation of historic and archaeological data that would be lost due to federally-funded development and construction activities.

- (5) **Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951 et seq.)** prohibits undertaking certain activities in flood plains unless it has been determined that there is no practical alternative, in which case notice of the action must be provided and the action must be designed or modified to minimize potential damage.
 - (6) **Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.)** requiring review of all actions proposed to be located in or appreciably affecting a wetland. Undertaking or assisting new construction located in wetlands must be avoided unless it is determined that there is no practical alternative to such construction and that the proposed action includes all practical measures to minimize potential damage.
 - (7) **Safe Drinking Water Act of 1974 (42 USC 201, 300 f et seq., 7401 et seq.)**, as amended, prohibiting the commitment of federal financial assistance for any project which the Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal drinking water source for an area.
 - (8) **The Endangered Species Act of 1973 (16 USC 1531 et seq.)**, as amended, requiring that actions authorized, funded, or carried out by the federal government do not jeopardize the continued existence of endangered and threatened species or result in the destruction or modification of the habitat of such species which is determined by the Department of the Interior, after consultation with the State, to be critical.
 - (9) **The Wild and Scenic Rivers Act of 1968 (16 USC 1271 et seq.)**, as amended, prohibiting federal assistance in the construction of any water resources project that would have a direct and adverse effect on any river included in or designated for study or inclusion in the National Wild and Scenic Rivers System.
 - (10) **The Clean Air Act of 1970 (42 USC 1857 et seq.)**, as amended, requiring that federal assistance will not be given and that license or permit will not be issued to any activity not conforming to the State implementation plan for national primary and secondary ambient air quality standards.
 - (11) **HUD Environmental Criteria and Standards (24 CFR Part 51)** providing national standards for noise abatement and control, acceptable separation distances from explosive or fire prone substances, and suitable land uses for airport runway clear zones.
- (I) It will:
- (1) Comply with **The Lead-Based Paint Poisoning Prevention Act -- Title IV (42 USC 4831)** prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance, and requiring notification to purchasers and tenants of such housing of the hazards of lead-based paint and of the symptoms and treatment of lead-based paint poisoning.
 - (2) Comply with the **Armstrong/Walker "Excessive Force" Amendment, (P.L. 101-144) & Section 906 of Cranston-Gonzalez Affordable Housing Act of 1990**, which requires

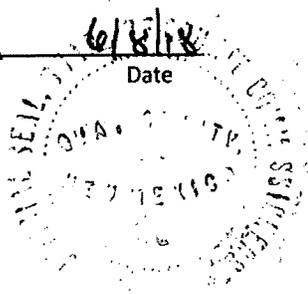
that a recipient of HUD funds must certify that they have adopted or will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdiction against individuals engaged in nonviolent civil rights demonstrations; or fails to adopt and enforce a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

- (3) Comply with the "Government-wide Restriction on Lobbying, (P.L. 101-121), which prohibits spending CDBG funds to influence or attempt to influence federal officials; which requires the filing of a disclosure form when non-CDBG funds are used for such purposes; which requires certification of compliance by the state; and which requires the state to include the certification language in grant awards it makes to units of general local government at all tiers and that all subrecipients shall certify accordingly as imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
 - (4) Comply with the Department of Housing and Urban Development Reform Act of 1989 (24 CFR part 12) requiring applicants for assistance for a specific project or activity from HUD, to make a number of disclosures if the applicant meets a dollar threshold for the receipt of covered assistance during the fiscal year in which an application is submitted. An applicant must also make the disclosures if it is requesting assistance from HUD for a specific housing project that involves assistance from other governmental sources.
 - (5) Give the State, the U.S. Department of Housing and Urban Development (HUD), and any authorized representatives access to and the rights to examine all records, books, papers or documents related to the application and grant; and
- (m) It will comply with all parts of Title 1 of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws and regulations.


Signature, Chief Elected Official

Franklin McCasland
Name (Typed or Printed)

Chairman 6/18/18
Title Date



Signature, Chief Elected Official**

Name (Typed or Printed)

Title Date

** Additional signatures are required only in the case of "joint" applications. If this is a joint application, the Chief Elected Official of each county and/or municipality participating in the application must sign.

SWORN TO AND SUBSCRIBED
Before me on this 8 day
Of June, 2018

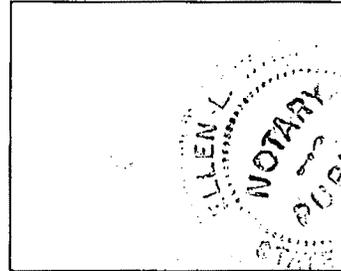
Notary Public

John L. Lohme

My commission expires

3-21-19

Place Seal Here



**Applicant/Recipient
Disclosure/Update Report
(Exhibit 1-F)**

U.S. Department of Housing
and Urban Development

OMB Approval No. 2510-0011 (exp. 11/30/2018)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information Indicate whether this is an Initial Report or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code): Quay County P.O. Box 1246 Tucumcari, NM 88401 575-461-2112	2. Social Security Number or Employer ID Number: 85-6000-238
3. HUD Program Name New Mexico Small Cities Community Development Block Grant Program	4. Amount of HUD Assistance Requested/Received \$750,000.00
5. State the name and location (street address, City and State) of the project or activity: Street and/or Drainage Improvements Quay Road AR (6300-6500) Tucumcari, NM 88401	

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No.
--	---

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
Quay County	General Fund	87,500.00	Construction
Capital Outlay	General Fund	50,000.00	Engineering

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature: <i>Franklin McCarley</i>	Date: (mm/dd/yyyy) 6/8/18
--	------------------------------

PROGRAM REQUIREMENTS

All Program Requirements must be met to be eligible for CDBG funding.

A. THRESHOLD (NMAC 2.110.2.17.E.)

Check all boxes that apply. Threshold requirements must be met by February 16, 2018.

- Any open CDBG project must be complete.
- Any previous CDBG project's monitoring findings and concerns must be resolved.
- The current operating budget for any local public body as defined in Section 6-6-1 NMSA 1978 (as amended) applying for CDBG funds must be certified by the division.
- The applicant's quarterly/monthly financial reports to the division must be current.
- An applicant must have submitted to the New Mexico State Auditor its most current audit(s) that were required to be conducted and submitted for review per the New Mexico State Auditor's required report due dates for the previous fiscal year(s) and an applicant must be in compliance with the budget certification rule, NMAC 2.2.3
- Applicant must be eligible under CDBG Uniform Grant Guidance (UGG).

B. PUBLIC PARTICIPATION (NMAC 2.110.2.15)

Check boxes as appropriate. Provide supporting source documentation.

- Number of public hearings held.
- Public hearings:

Date	Time
03/19/2018	6:00 pm
03/26/2018	6:00 pm
- Posted and/or published notice in English and Spanish. Include copies.
- Minutes of public hearings with all required elements. Attach minutes.
- Sign-in sheets for public hearings. Include copies.
- Evidence of posting hearing notices. More than 10 days in advance of the hearing date is required.
- Describe actions that have been taken in addition to the public notices and hearings to encourage and foster community participation in the CDBG process.

PROGRAM REQUIREMENTS (continued)

All Program Requirements must be met to be eligible for CDBG funding.

C. NATIONAL OBJECTIVE: BENEFIT TO LOW AND MODERATE INCOME (LMI) PERSONS (NMAC 2.110.2.16.A)

Low and Moderate Income (LMI) persons that the proposed project will serve directly. From DFA/LGD approved Survey, American Community Survey (ACS), or Limited Clientele.

Source of LMI Information

Survey Methodology

Attach DFA/LGD approval letter and other supporting documentation.

Proposed Project	Total Number of Persons	Number of Low/Moderate Income Persons	Percent Low/Moderate Income Persons
FULL	201.5	108	53.60
PHASED	201.5	108	53.60

D. SITE CONTROL

The CDBG program requires evidence of clear title to necessary real property, easements, and rights-of way on which the proposed project will be constructed and/or operated and maintained.

Check all boxes that apply. Provide detailed supporting source documentation. Complete, sign, and notarize CDBG Site Certificate on page 24.

- Deed of trust, or other legal document proving ownership, access, and/or right of way
- Map(s)
- CDBG Site Certificate signed and notarized by Chief Elected Official

CDBG SITE CERTIFICATE

This is to certify that the Quay County
Applicant Entity (Municipality, County)

has legally acquired all property, including sites, easements, rights-of-way, or specific use permits, necessary for the construction of and/or the permanent operation and maintenance of the water, wastewater, street and/or drainage improvements, and /or public facilities described as

Street and/or Drainage Improvements Quay Road AR (6300 block - 6500 block)
(Description of Proposed Project)

In the event of conflicts with existing easements, rights-of-way, and/or underground utilities and other unknown obstructions, the

Quay County
Applicant Entity (Municipality, County)

has exercised eminent domain and taken condemnation action, if necessary, to acquire any sites, easements, or rights-of-way prior to submittal of application for CDBG funds.

Signature-Chief Elected Official

Franklin McCarroll

Date

6/8/18

SWORN TO AND SUBSCRIBED
Before me on this 8 day
Of June, 2018

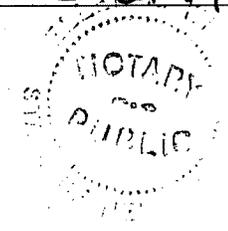
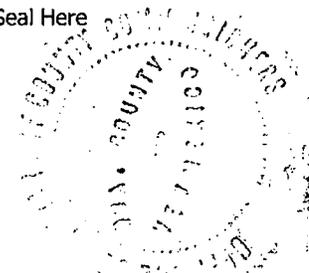
Notary Public

De Lukiak

My commission expires

3-21-19

Place Seal Here





QUAY COUNTY GOVERNMENT

FISCAL YEAR 2017-2018

RESOLUTION NO. 31

A RESOLUTION OF THE COUNTY OF QUAY, NEW MEXICO, AUTHORIZING THE SUBMISSION OF A NEW MEXICO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT DIVISION; AUTHORIZING THE COMMISSION CHAIR TO ACT AS THE COUNTY'S CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the need exists within Quay County for neighborhood improvement projects in several low and moderate income neighborhoods, and the County of Quay desires to apply to the Housing and Urban Development's Community Development Block Grant Program to obtain funding for neighborhood improvement projects; and

WHEREAS, the County of Quay Commission has held two (2) public hearings for the public input and comment on March 19, 2018 and March 26, 2018 during the 2018 application process; and

WHEREAS, the County of Quay Commission finds that there is significant need to undertake the **Street and/or Drainage Improvements on Quay Road AR** to provide adequate services to the community; and

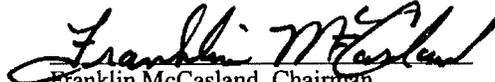
WHEREAS, the County of Quay Commission determines that the **Street and/or Drainage Improvements on Quay Road AR** meets the requirements of the Community Development Block Grant Program.

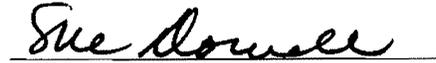
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COUNTY OF QUAY, NEW MEXICO, that

1. The County of Quay is hereby authorized to prepare and submit a Community Development Block Grant application to the New Mexico Department of Finance and Administration
2. That the County of Quay Commission directs and designates the Commission Chair as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the New Mexico Community Development Block Grant Program.
3. The County of Quay officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.
4. That the full application amount be for **\$750,000.00** of grant funds and Phased be for **\$650,000.00.00** for the **Street and/or Drainage Improvements Quay Road AR**.
5. That if further be stated that the County of Quay is committing **\$87,500** from its General Fund as a cash contribution and **\$50,000.00** from Capital Outlay toward the **Street and/or Drainage Improvements** activities of this of **Quay Road AR**.

PASSED, ADOPTED AND APPROVED this 8th day of June, 2018.

QUAY COUNTY COMMISSION


Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member

ATTEST:


Ellen White, Quay County Clerk





QUAY COUNTY GOVERNMENT

FISCAL YEAR 2017-2018

CDBG Project Number 14-C-RS-I-06-G-101

RESOLUTION # 33 ADOPTION OF REQUIRED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL CERTIFICATIONS AND COMMITMENTS

WHEREAS, municipalities or other entities that accept Community Development Block Grant (CDBG) funds must adopt certain required federal regulations; and

WHEREAS, the County of Quay (hereinafter referred to as the County) wishes to ensure compliance with federal regulations by adopting the following required certifications and commitments:

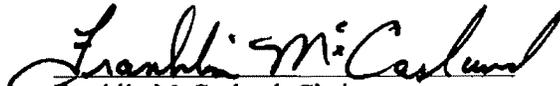
Citizen Participation	certifies its commitment to citizen participation by preparing and adopting a Citizen Participation Plan that includes ways to encourage public input using various methods to reach the public and assures that citizens are provided reasonable notice and timely access to local meetings, per the Open Meetings Act (NMSA 1978, Chapter 10, Article 15)
Fair Housing	certifies its commitment to the Fair Housing Act of 1968 to affirmatively further fair housing, which prohibits discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing on the basis of race, color, religion, sex, disability, familial status, or national origin
Residential Anti-Displacement & Relocation Assistance	certifies its compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, whose purpose is to provide uniform, fair, and equitable treatment for persons whose real property is acquired or for persons displaced as a result of a CDBG-funded project or activity
Section 3	certifies its commitment to Section 3, a provision of the Housing and Urban Development (HUD) Act of 1968, which requires recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low and very low income residents in connection with projects and activities in their community

Procurement

certifies that the County will comply with the New Mexico Procurement Code (§13-1-120 NMSA 1978) by adopting a procurement policy for CDBG Projects.

NOW, THEREFORE, BE IT RESOLVED, that the County adopts the above CDBG certifications and commitments that must be adopted annually.

PASSED, APPROVED, SIGNED, AND ADOPTED at a duly called and convened regular meeting of the governing body of the County of Quay this 8th day of June, 2018.


Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member

Attest:


Ellen White, Quay County Clerk





**QUAY COUNTY
FISCAL YEAR 2017-2018
RESOLUTION NO. # 34
Citizen Participation Plan**

Introduction

In accordance with the 1987 revisions to the Housing and Community Development Act and in an effort to further encourage citizen participation, Quay County has prepared and adopted this Citizen Participation Plan.

Objective A

Quay County will provide for and encourage citizen participation within its area of jurisdiction, with particular emphasis on participation by persons of low and moderate income. *Action items:*

1. *Adopt and circulate an Open Meetings Resolution which provides citizens with reasonable notice of county/municipality upcoming meetings, actions and functions.*
2. *Develop press releases on county/municipality meetings, actions and hearings, and circulate to newspapers, radio and television media.*
3. *Develop and maintain listing of groups and representative of low and moderate income persons, and include on mailing lists of announcements, notices, press releases, etc.*

Objective B

Quay County will provide citizens with reasonable and timely access to local meetings, information and records relating to the proposed and actual use of CDBG funds. *Action items:*

1. *Public notices, press releases, etc., should allow for a maximum length of notice to citizens.*
2. *Appropriate information and records relating to the proposed and actual use of CDBG funds must be available upon request to all citizens. Personnel and income records may be exempted from these requirements.*
3. *Meetings, hearing, etc., should be conducted at times and locations conducive to public attendance, e.g., evenings, Saturdays.*

Objective C

Quay County will provide technical assistance to groups and representatives of low and moderate income persons that request assistance in developing proposals. *Note: the level and type of assistance is to be determined by the county/municipality. Action items:*

1. *Low and moderate income groups should be advised that technical assistance, particularly in the area of community development, is available from the county/municipality upon request.*
2. *Document technical assistance provided to such groups and has documentation available for review.*

Objective D

Quay County will provide a minimum of two public hearings to obtain citizen participation and respond to proposals and questions at all stages of the Community Development Block Grant Program. *Action items:*

1. *Advise citizens of the CDBG program objectives, range of activities that can be applied for and other pertinent information.*
2. *Conduct a minimum of two public hearings:*
 - a. *One public hearing will be held to advise citizens of the program objectives and range of activities that can be applied for, and to obtain the citizen's views on community development and housing needs, to include the needs of low and moderate income people. This hearing will take place prior to the selection of the project to be submitted to the state for CDBG funding assistance.*
 - b. *A second public hearing will be held to review program performances, past use of funds and make available to the public its community development and housing needs, including the needs of low and moderate income families, and the activities to be undertaken to meet such needs.*
3. *Publish public hearing notices in the non-legal section of newspapers or in other local media. Evidence of compliance with these regulations will be provided with each CDBG application, i.e., hearing notice minutes of public meetings, list of needs and activities to be undertaken, etc. Amendments to goals, objectives and applications are also subject to public participation.*

Objective E

Quay County will provide timely written answers to written complaints and grievances within 15 working days where practical. *Action items:*

1. *Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.*
2. *Allow for appeal of a decision to a neutral authority.*
3. *File a detailed record of all complaints or grievances and responses in one central location with easy public access.*

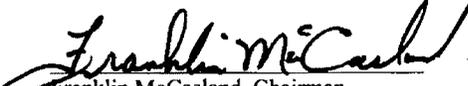
Objective F

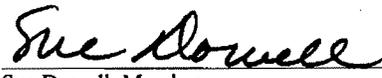
Quay County will identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of residents can be reasonably expected to participate. *Action items:*

1. *Identify areas where large majorities of non-English speaking persons reside and make appropriate provisions when issues affecting these areas are to be discussed at public meetings, hearings, etc. Appropriate provisions will include having interpreters available at the meeting and having briefing material available in the appropriate language.*
2. *Maintain records/rosters of public hearing attendees and proceedings to verify compliance with this objective.*

PASSED, APPROVED, and ADOPTED this 8th day of June 2018.

BOARD OF COMMISSIONERS
OF QUAY COUNTY:

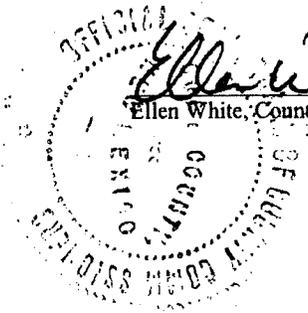

Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member

Attest:


Ellen White, County Clerk





QUAY COUNTY
FISCAL YEAR 2017-2018
RESOLUTION NO. 35

Residential Anti-Displacement and Relocation Assistance Plan

I. Background/Introduction

Section 104(d) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(d)(4)), Section 105(b)(16) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12705(b)(16)), and implementing regulations at 24 CFR Part 42, specify that a grantee under the Community Development Block Grant (CDBG) must certify that it has in effect and is following a "residential Anti-displacement and relocation assistance plan" (Plan). As a CDBG grantee, **Quay County** must certify to State of New Mexico Department of Finance and Administration Local Government Division that it has and is following such a Plan.

The Plan must include three components: 1) one-for-one replacement requirements for lower-income housing units, 2) relocation assistance, and 3) a description of the steps **Quay County** will take to minimize displacement.

II. Activities Covered by the Plan

All activities involving the use of CDBG funds that cause displacement as a direct result of demolition or conversion of a lower-income dwelling are subject to the requirements specified in the Plan. Activities for which funds are first obligated on or after September 30, 1988 are subject to the requirements specified in the Plan, without regard to the source year of the funds.

III. Uniform Relocation Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) govern displacement that directly results from acquisition, rehabilitation, or demolition of real property when federal funds are used. **Quay County** Residential Anti-displacement and Relocation Assistance Plan is in no way intended to supersede the URA. CDBG assisted activities may still be subject to the requirements of the URA.

IV. One-for-One Replacement Units

All occupied and vacant occupiable lower-income dwelling units that are demolished or converted to a use other than as lower-income dwelling units in connection with an assisted activity must be replaced with comparable lower-income units. Replacement lower-income dwelling units may be provided by any governmental agency or private developer and must meet the following requirements:

- A. The units must be located within Quay County to the extent feasible, the units shall be located within the same neighborhood as the units replaced
- B. The units must be sufficient in number and size to house no fewer than the number of occupants who could have been housed in the units that are demolished or converted. The number of occupants who could have been housed in the units shall be in accordance with applicable local housing occupancy codes. The units may not be replaced with smaller units (e.g., a 2-bedroom unit with two 1-bedroom units), unless the Quay County has provided information demonstrating that such a proposed replacement is consistent with the needs assessment contained State of New Mexico Department of Finance and Administration Local Government Division HUD-approved Consolidated Plan.
- C. The units must be in standard condition and must at a minimum meet Section 8 Program Housing Quality Standards. Replacement lower-income units may include units brought from a substandard condition to standard condition if: 1) no person was displaced from the unit; and 2) the unit was vacant for at least 3 months before execution of the agreement between the Quay County and the property owner.
- D. The units must initially be made available for occupancy at any time during the period beginning 1 year before the recipient makes public the information required under Section F below and ending 3 years after the commencement of the demolition or rehabilitation related to the conversion.
- E. The units must be designed to remain lower-income dwelling units for at least 10 years from the date of initial occupancy. Replacement lower-income dwelling units may include, but are not limited to, public housing or existing housing receiving Section 8 project-based assistance
- F. Before the Quay County enters into a contract committing it to provide CDBG funds for any activity that will directly result in the demolition of lower-income dwelling units or the conversion of lower-income dwelling units to another use, the Quay County must make public and submit in writing to State of New Mexico

Department of Finance and Administration Local Government Division the following information:

- 1 A description of the proposed assisted activity;
- 2 The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for lower-income dwelling units as a direct result of the assisted activity;
- 3 A time schedule for the commencement and completion of the demolition or conversion;
- 4 The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data is not available at the time of the submission to State of New Mexico Department of Finance and Administration Local Government Division, the submission shall identify the general location on an area map and the approximate number of dwelling units by size, and information identifying the specific location and number of dwellings units by size shall be submitted and disclosed to the public as soon as it is available;
- 5 The source of funding and time schedule for the provision of replacement dwelling units;
- 6 The basis for concluding that each replacement unit will remain a lower-income

7 dwelling unit for at least 10 years from the date of initial occupancy; and Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the needs assessment contained in the State of New Mexico Department of Finance and Administration Local Government Division Consolidated Plan.

- G. The one-for-one replacement requirements may not apply if HUD determines, based on objective data, that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within Quay County. In making such a determination, State of New Mexico Department of Finance and Administration Local Government Division will consider such factors as vacancy rates, numbers of lower-income units in the Quay County and the number of eligible families on the Section 8 waiting list.

V. Relocation Assistance

Each lower-income person who is displaced as a direct result of CDBG assisted demolition or conversion of a lower-income dwelling shall be provided with relocation assistance.

Relocation assistance includes advisory services and reimbursement for moving expenses, security deposits, credit checks, other moving expenses, including certain interim living costs, and certain replacement housing assistance.

Displaced persons have the right to elect, as an alternative to the benefits described in this Plan, to receive benefits under the URA, if they determine that it is in their best interest to do so. The following relocation assistance shall be available to lower-income displacement persons:

- A. Displaced lower-income persons will receive the relocation assistance required under 49 CFR 24, Subpart C (General Relocation Requirements) and Subpart D (Payment for Moving and Related Expenses) whether the person elects to receive assistance under the URA or the assistance required by CDBG regulations. Relocation notices must be distributed to the affected persons in accordance with 49 CFR 24.203 of the URA;
- B. The reasonable and necessary cost of any security deposit required to rent the replacement dwelling unit and for credit checks required to rent or purchase the replacement dwelling unit;
- C. Actual reasonable out-of-pocket costs incurred in connection with temporary relocation, including moving expenses and increased housing costs, if:
 - 1. The person must relocate temporarily because continued occupancy of the dwelling unit constitutes a substantial danger to the health or safety of the person or the public; or
 - 2. The person is displaced from a lower-income dwelling unit, none of the comparable replacement units to which the person has been referred qualifies as a lower-income dwelling unit, and a suitable lower-income dwelling unit is scheduled to become available through one-for-one replacement requirements
- D. Replacement Housing Assistance. Displaced persons are eligible to receive one of the following two forms of replacement housing assistance:

1. Each person shall be offered rental assistance equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of utilities for a replacement dwelling to the "Total Tenant Payment", as determined under 24 CFR 813.107. All or a portion of this assistance may be offered through a certificate or housing voucher for rental assistance under the Section 8 program. Where Section 8 assistance is provided to the displaced person, the Quay County must provide the person with referrals to comparable units whose owners are willing to participate in Section 8 program to the extent that cash assistance is provided, it will be provided in installments.
2. In lieu of the housing voucher, certificate or cash assistance described above, the person may elect to receive a lump sum payment allowing them to secure participation in a housing cooperative or mutual housing association. This lump sum payment shall be equal to the capitalized value of 60 monthly installments of the amount that is obtained by subtracting the

"Total Tenant Payment", as determined under 24 CFR 813.107, from the monthly cost of rent and average monthly cost of utilities at a comparable replacement dwelling unit. To compute the capitalized value, the installments shall be discounted at the rate of interest paid on passbook savings in a federally insured financial institution conducting business within Quay County.

Displaced lower-income tenants shall be advised of their right to elect relocation assistance pursuant to the URA and the regulations at 49 CFR 24 as an alternative to the relocation assistance available under CDBG regulations.

VI. Eligibility for Relocation Assistance

A lower-income person is eligible for relocation assistance if they are considered to be a "displaced person" as defined in 24 CFR 42.305. A displaced person means a lower-income person who, in connection with an activity assisted under the CDBG program, permanently moves from real property or permanently moves personal property from real property as a direct result of demolition or conversion of a lower-income dwelling.

For purposes of this definition, a permanent move includes a move made permanently and:

- A. After notice by the owner to move from the property, if the move occurs on or after the date of the submission of a request to the Quay County for CDBG assistance that is later approved for the requested activity; or
- B. After notice by the owner to move from the property, if the move occurs on or after the date of the initial official submission to HUD of the consolidated plan under 24 CFR Part 91 describing the assisted activity; or
- C. Before the dates described in A & B above, if the Quay County or State of New Mexico Department of Finance and Administration Local Government Division determines that the displacement was a direct result of conversion or demolition in connection with a CDBG assisted activity; or
- D. By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:

1. The tenant moves after execution of the CDBG agreement covering the acquisition, rehabilitation or demolition and the move occurs before the tenant is provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions, including a monthly rent and estimated average monthly utility costs that do not exceed the greater of the tenant's monthly rent before such agreement, or the total tenant payment as determined under 24 CFR 813.107 if the tenant is lower-income, or 30 percent of gross household income if the tenant is not lower-income.
2. The tenant is required to relocate temporarily, does not return to the building/complex, and either is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or other conditions of the temporary relocation are not reasonable.
3. The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

If the displacement occurs on or after the appropriate date described in A & B above, the lower-income person is not eligible for relocation assistance if:

- A. The person is evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the Quay County determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;
- B. The person moved into the property on or after the date described in A & B above after receiving written notice of the expected displacement; or
- C. The Quay County determines that the displacement was not a direct result of the CDBG assisted activity and the State of New Mexico Department of Finance and Administration Local Government Division concurs with this determination.

VII. Minimizing Displacement

The CDBG regulations regarding the demolition or conversion of lower-income dwelling units are designed to ensure that lower-income persons are provided with adequate, affordable replacement housing. Naturally, involuntary displacement should be discouraged whenever a reasonable alternative exists. Involuntary displacement is extremely disruptive and disturbing, especially to lower-income persons who do not have the means to locate alternative housing.

There are various ways that displacement can be minimized. The following are steps that will be taken to minimize the involuntary displacement of lower-income persons when CDBG funds are involved:

- A. Screening of Applications All CDBG applications will be reviewed to determine whether involuntary displacement is likely to occur. Those applications involving displacement will receive a lower priority recommendation for funding unless it can be shown that alternatives are not available.

- B. Acquisition of Property Applicants who apply for CDBG funds to acquire property for the development of lower-income housing will be encouraged to purchase vacant land. In the case of in-fill and other projects where this is not feasible and the project involves potential displacement, the applicant shall agree to allow the displaced lower-income person(s) to occupy the new housing at an affordable rent.

Applicants who utilize CDBG funds to rehabilitate or convert a lower-income unit to a non-residential use will be required to supply replacement housing consistent with paragraph IV, as well as relocation assistance.

- C. Cost of Relocation Assistance The cost of any required relocation assistance and the provision of replacement housing will be borne by the applicant and may be paid for out of CDBG funds awarded to the project.

VIII. Definitions

- A. "Comparable replacement dwelling unit" means a dwelling unit that:
- 1 Meets the criteria of 49 CFR 24.2(d)(1) through (6); and
 - 2 Is available at a monthly cost for rent plus estimated average monthly utility costs that does not exceed the "Total Tenant Payment" determined under 24 CFR 813.107 after taking into account any rental assistance the household would receive.
- B. "Lower-income dwelling unit" means a dwelling unit with a market rental (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing and moderate rehabilitation established under 24 CFR Part 888.
- C. "Standard condition" means units that at a minimum meet the Existing Housing Quality Standards of the Section 8 rental subsidy program.
- D. "Substandard condition suitable for rehabilitation" means units with code violations that can be brought to Section 8 Housing Quality Standards within reasonable monetary amounts.
- E. "Vacant occupiable dwelling unit" means a dwelling unit that is in a standard condition; a vacant dwelling unit that is in substandard condition, but is suitable for rehabilitation; or a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning 3 months before the date of execution of the agreement by the Quay County covering the rehabilitation or demolition.

IX. Grievances

The Quay County will provide timely written answers to written complaints and grievances within 15 working days where practical. Action items:

- A. Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.

- B. Allow for appeal of a decision to a neutral authority.
- C. File a detailed record of all complaints or grievances and responses in one central location with easy public access.

IX. Certification

The Quay County herewith certifies to follow the Anti-displacement relocation plan described above and adopt the plan by resolution annually.

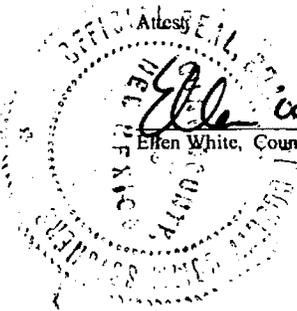
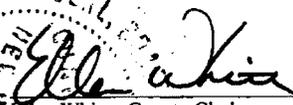
PASSED, ADOPTED and APPROVED this 8th day of June 2018.

Board of Commissioners:
Of Quay County:


Franklin McCasland, Chairman


Mike Cherry, Member


Sue Dowell, Member



Ellen White, County Clerk



QUAY COUNTY
FISCAL YEAR 2017-2018
Resolution # 36
SECTION 3 PLAN WITH REQUIRED ELEMENTS

Quay County is committed to comply with Section 3 of the Housing and Urban Development Act of 1968. This Act encourages the use of small local businesses and the hiring of low income residents of the community.

Quay County has appointed Darla Munsell as the Section 3 Coordinator, to advise and assist key personnel and staff on Section 3, to officially serve as focal point for Section 3 complaints, and as the on-site monitor of prime contractors and sub-contractors to insure the implementation and enforcement of their Section 3 plans. The approval or disapproval of the Section 3 plan is the ultimate responsibility of the . Documentation of efforts will be retained on file for monitoring by the state.

Therefore, **Quay County** shall:

1. **Hiring**
 - a. Advertise for all **Quay County** positions in local newspapers
 - b. List all **Quay County** job opportunities with the State Employment Service
 - c. Give preference in hiring to lower income persons residing in Quay County. This means that if two equally qualified persons apply and one is a resident of the **County of Quay** and one is not, the resident will be hired
 - d. Maintain records of **Quay County** hiring as specified on this form

ANTICIPATED HIRING YEAR			2017-2018	
PLANNED			ACTUAL	
Job Classification	# of Positions to be Filled	# of Positions to be Filled by Lower Income County/Municipality Residents	# of Positions Filled	Positions Filled by Lower Income County/Municipality Residents
Truck Driver	1	1	1	1
Admin. Asst.	1	1	1	1
Detention Center	6	6	6	6
Dispatcher	6	6	6	6
Correctional Officer	1	1	1	1
Maintenance	1	1	1	1

- Chart for Section 3 Plan **MUST** be filled out in its entirety.

2. Contracting

- a. **Quay County** will compile a list of businesses, suppliers and contractors located in **Quay County**.
- b. These vendors will be contacted for bid or quotes whenever the **County/Municipality** requires supplies, services or construction.
- c. Preference will be given to small local businesses. This means if identical bids/quotes are received from a small business located within **Quay County** and one from outside **Quay County** the contract will be awarded to the business located within the community.

3. Training

Quay County shall maintain a list of all training programs operated by **Quay County** and its agencies and will direct them to give preference to **Quay County** residents. **Quay County** will also direct all CDBG sponsored training to provide preference to **Quay County** residents.

4. CDBG Contracts

All CDBG bid proposals and contracts shall include the following Section 3 language.

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that the greatest extent feasible, opportunities for training and employment be given lower income residents of the project areas, and contracts for work in connection with the project be awarded to business concerns residing in the project area.
- b. The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued there-under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under the Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the

subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department, issued there under prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

Quay County shall require each contractor to prepare a written Section 3 plan as a part of their bids on all jobs exceeding \$100,000. All Section 3 plans shall be reviewed and approved by the City's Equal Opportunity Section 3 Compliance Officer and retained for monitoring by the state.

Quay County will maintain all necessary reports and will insure that all contractors and subcontractors submit required reports.

LOWER INCOME CLARIFICATION

A family who resides in and whose income does not exceed the income limit for the size of family as per the attached Section 8 Income Limit for Quay County. Information contained in our Section 3 Plan reflects the status of Quay County employees regarding lower income considerations based on their salary paid by Quay County.

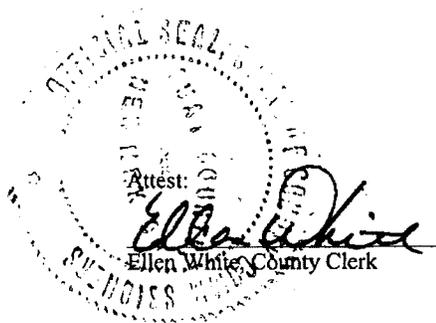
PASSED, APPROVED, and ADOPTED this 8th day of June 2018.

BOARD OF COMMISSIONERS
OF QUAY COUNTY:


Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member


Attest:

Ellen White, County Clerk



QUAY COUNTY GOVERNMENT

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

June 8th, 2018

Mr. John Herrera, LGRF Coordinator
NM Department of Transportation
P.O. Box 10
Las Vegas, NM 87701

Dear Mr. Herrera,

Enclosed are four original signed 2018/2019 Cooperative Agreements for Project No. SB-7731(964)19, Control No. L400389, Vendor No. 54395, entered between the New Mexico Department of Transportation and Quay County, a Resolution, and an Updated Estimated Summary Cost and Quantities.

If you have any questions, please give me a call at 575-461-2112 or my cell phone 575-403-5945. Thank you for your time.

Sincerely,

Richard Primrose
Quay County Manager

Enclosures



QUAY COUNTY GOVERNMENT

FISCAL YEAR 2017-2018
RESOLUTION NO. 37

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

WHEREAS, **Quay County** and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHERE AS, the total cost of the project will be **\$525,236.00** to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or **\$393,927.00**

and

- b. **Quay County's** proportional matching share shall be 25% or **\$131,309.00**

TOTAL PROJECT COST IS **\$525,236.00**.

Quay County shall pay all costs, which exceed the total amount of **\$525,236.00**

NOW, therefore, be it resolved in official session that **Quay County** determines, resolves, and orders as follows:

That the project for this Cooperative Agreement is adopted and has priority standing.

The agreement terminates on December 31, 2019 and **Quay County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

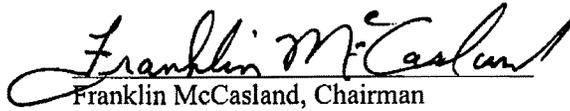
NOW therefore, be it resolved by **Quay County** to enter into Cooperative Agreement Project Number CAP-4-19(406) Control Number L400375 with the New Mexico Department of Transportation for LGRF Project for year 2018-2019 to

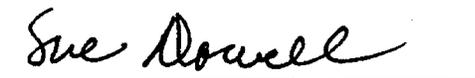
Scope: **Pavement Rehabilitation/Improvements, Reconstruction, Drainage Improvements, Blading and Shaping, to Various County Roads**

TERMINI: Quay Road AD (Blocks 6300-6920) 6.2 miles; Quay Road BH (Blocks 3200-3700) 5 miles

Within the control of **Quay County** in Quay County, New Mexico.

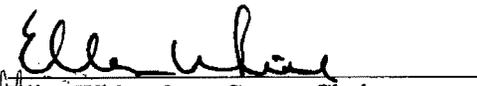
DONE AND RESOLVED this 8th day of June 2018.

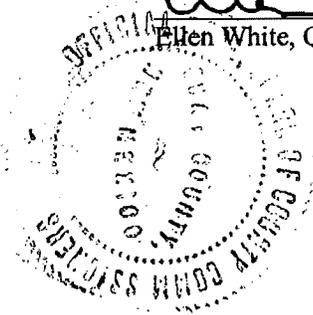

Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member

Attest:


Ellen White, Quay County Clerk



**ESTIMATED SUMMARY
COSTS & QUANTITIES**

ENTITY: Quay County Road Department DO: _____ CN: L400375
PROJECT #: CAP-4-19(406)

TERMINI: Quay Road AD (Blocks 6300-6920) 6.2 miles; Quay Road BH (Blocks 3200-3700) 5 miles

SCOPE OF WORK: Pavement Rehabilitation/Improvements, Reconstruction, Drainage Improvements, Blading and Shaping, to Various County Roads.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED	Final Quantity	UNIT COST	FINAL COST
			QUANTITY			
1.	Chip Seal (Price Agreement) No.# 70-805-17-15683	SY	160,042.66		\$.55	\$88,023.46 *
2.	Mobilization	Mile	251		25.00	6,275.00 *
3.	Pick Up Broom	SY	160,042.66		.12	19,205.12 *
4.	Labor	Hr	800		14.2775	11,422.00
5.	Equipment	Hr	540		37.295556	20,139.60
6.	HFE - 90 with Distributor	Ton	266.74		408.17	108,875.27 *
7.	CSS1P - 1:1 with Distributor	Ton	100.03		338.42	33,852.15 *
8.	½ inch Chips	Ton	2,464.66		30.00	73,939.80 *
9.	Blading, Shaping, Drainage	SY	70,400		.95	66,880.00
10.	Pit Run, Resurfacing	CY	11,733.33		6.00	70,399.98
11.	Caliche	CY	11,733.33		0	0
12.	Water	Gal	500.00		0	0
13.	Subtotal					\$499,012.38
14.	Tax *	%	330,170.80		8.3750	27,651.80
15.	Total					\$526,664.18

Contract No. _____
Vendor No. 54395
Project No. CAP-4-19(406)
Control No. L400375

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This Agreement is between the New Mexico Department of Transportation (Department) and Quay County (Public Entity). 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 the State Transportation Commission Policy No. 44-12, 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 **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county roads**, as described in Project No. **CAP-4-19(406)**, Control No. **L400375**, and the Public Entity's resolution attached as **Exhibit C (Project)**. The Project is a joint and coordinated effort for which the Department and the Public Entity 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 **Five Hundred Twenty Five Thousand, Two Hundred Thirty Six Dollars (\$ 525,236.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% **\$ 393,927.00**

**Plan design, construction management, construction, reconstruction,
pavement rehab, drainage improvements and miscellaneous construction to
various county roads**

2. The Public Entity's required proportional matching
Share shall be 25% **\$ 131,309.00**
For purpose stated above

3. Total Project Cost **\$ 525,236.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **Five Hundred Twenty Five Thousand, Two Hundred Thirty Six Dollars (\$ 525,236.00)**.

- 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 project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. 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 purpose as 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) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for 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. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - 1. Utility Certification,
 - 2. Drainage and storm drain design,
 - 3. Geotechnical design,
 - 4. Pavement design,
 - 5. Environmental and archaeological clearances Certification,
 - 6. Right of-way acquisition Certification,
 - 7. Hazardous substance/waste site(s) contamination,
 - 8. Railroad Certification,
 - 9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined 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) 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**, which is attached as Exhibit A.
 - l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities form**, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **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) days of Project completion will be considered 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) 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 can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project 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 **December 31, 2019**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) 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) 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 by the Legislature, this Agreement may 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 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part 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 a suit(s) 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. New Mexico Tort Claims Act.

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.*

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 must be provided to the Department and it 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 all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied 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, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, 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 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 or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

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 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 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) days of written notification. 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) days.

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 be 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 by an instrument in writing executed by the parties.

The remainder of this page in 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: _____

Quay County

By: Franklin McCasland
Title: Chairman

Date: 6/8/18

Attest: Ellen L. White
County Clerk



**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 Local Government Road Fund Project 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



QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

June 8th, 2018

Mr. John Herrera, LGRF Coordinator
NM Department of Transportation
P.O. Box 10
Las Vegas, NM 87701

Dear Mr. Herrera,

Enclosed are four original signed 2018/2019 Cooperative Agreements for Project No. SP-4-19(956), Control No. L400396, Vendor No. 54395, entered between the New Mexico Department of Transportation and Quay County, a Resolution, and an Updated Estimated Summary Cost and Quantities.

If you have any questions, please give me a call at 575-461-2112 or my cell phone 575-403-5945. Thank you for your time.

Sincerely,

Richard Primrose
Quay County Manager

Enclosures



QUAY COUNTY GOVERNMENT

FISCAL YEAR 2017-2018

RESOLUTION NO. 38

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

WHEREAS, **Quay County** and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be **\$258,421.00** to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or **\$193,816.00**

and

- b. **Quay County's** proportional matching share shall be 25% or **\$64,605.00**

TOTAL PROJECT COST IS **\$258,421.00**

Quay County shall pay all costs, which exceed the total amount of **\$258,421.00**.

NOW, therefore, be it resolved in official session that **Quay County** determines, resolves, and orders as follows:

That the project for this Cooperative Agreement is adopted and has priority standing.

The agreement terminates on December 31, 2019 and **Quay County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

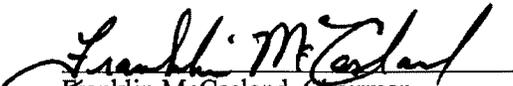
NOW therefore, be it resolved by **Quay County** to enter into Cooperative Agreement Project Number SP-4-19(956) Control Number L400396 with the New Mexico Department of Transportation for LGRF Project for year 2018-2019 to

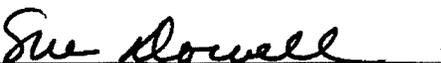
SCOPE: Pavement Rehabilitation/Improvements, Reconstruction, Drainage Improvements, Blading and Shaping, to Various County Roads.

TERMINI: Quay Road 64 (Blocks 2900-3200) 3 miles; Quay Road 64 (Blocks 3600-3700) 1 mile; Quay Road 65 (Blocks 4100-4175) .75 mile; Quay Road 67 (Blocks 2800-2900) 1 mile; Quay Road AG (Blocks 6200-6270) .70 miles; Quay Road AG (Blocks 6300-6440) 1.4 miles; Quay Road AJ (Blocks 6300-6400) 1 mile; Quay Road AK (Blocks 6300-6370) .70 miles; Quay Road AY (Blocks 3000-3100) 1 mile.

Within the control of Quay County in Quay County, New Mexico.

DONE AND RESOLVED this 8th day of June 2018.


Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member


Attest:

Ellen White, Quay County Clerk

Contract No. _____
Vendor No. 54395
Project No. SP-4-19(956)
Control No. L400396

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Quay County** (Public Entity). 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 the State Transportation Commission Policy No. 44-12, 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 **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county roads**, as described in Project No. **SP-4-19(956)**, Control No. **L400396** and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity 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 **Two Hundred Fifty Eight Thousand, Four Hundred Twenty One Dollars (\$ 258,421.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% **\$ 193,816.00**

**Plan design, construction management, construction, reconstruction,
pavement rehab, drainage improvements and miscellaneous construction to
various county roads**

2. The Public Entity's required proportional matching
Share shall be 25% **\$ 64,605.00**
For purpose stated above

3. Total Project Cost **\$ 258,421.00**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **Two Hundred Fifty Eight Thousand, Four Hundred Twenty One Dollars (\$ 258,421.00)**.

- 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 project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. 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 purpose as 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) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for 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. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - 1. Utility Certification,
 - 2. Drainage and storm drain design,
 - 3. Geotechnical design,
 - 4. Pavement design,
 - 5. Environmental and archaeological clearances Certification,
 - 6. Right of-way acquisition Certification,
 - 7. Hazardous substance/waste site(s) contamination,
 - 8. Railroad Certification,
 - 9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined 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) 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**, which is attached as Exhibit A.
- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities form**, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **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) days of Project completion will be considered 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) 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 can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project 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 **December 31, 2019**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) 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) 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 by the Legislature, this Agreement may 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 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part 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 a suit(s) 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. New Mexico Tort Claims Act.

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.*

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 must be provided to the Department and it 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 all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied 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, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, 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 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 or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

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 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 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) days of written notification. 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) days.

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 be 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 by an instrument in writing executed by the parties.

The remainder of this page in 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

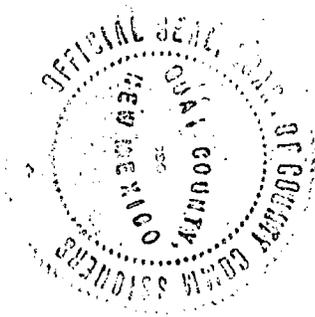
Date: _____

Quay County

By: Franklin McFarland
Title: Chairman

Date: 6-8-18

Attest: Al L. White
County Clerk



**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 Local Government Road Fund Project 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



QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

June 8th, 2018

Mr. John Herrera, LGRF Coordinator
NM Department of Transportation
P.O. Box 10
Las Vegas, NM 87701

Dear Mr. Herrera,

Enclosed are four original signed 2018/2019 Cooperative Agreements for Project No. SB-7731(964)19, Control No. L400389, Vendor No. 54395, entered between the New Mexico Department of Transportation and Quay County, a Resolution, and an Updated Estimated Summary Cost and Quantities.

If you have any questions, please give me a call at 575-461-2112 or my cell phone 575-403-5945. Thank you for your time.

Sincerely,

Richard Primrose
Quay County Manager

Enclosures



QUAY COUNTY GOVERNMENT

FISCAL YEAR 2017-2018

RESOLUTION NO. 39

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

WHEREAS, **Quay County** and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHERE AS, the total cost of the project will be **\$294,169.00** to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or **\$220,627.00**

and

b. **Quay County's** proportional matching share shall be 25% or **\$73,542.00**

TOTAL PROJECT COST IS **\$294,169.00**

Quay County shall pay all costs, which exceed the total amount of **\$294,169.00**.

NOW, therefore, be it resolved in official session that **Quay County** determines, resolves, and orders as follows:

That the project for this Cooperative Agreement is adopted and has priority standing.

The agreement terminates on December 31, 2019 and **Quay County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

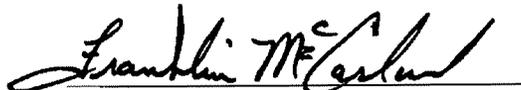
NOW therefore, be it resolved by **Quay County** to enter into Cooperative Agreement Project Number SB-7731(964)19 Control Number L400389 with the New Mexico Department of Transportation for LGRF Project for year 2018-2019 to

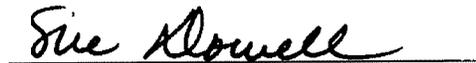
SCOPE: Pavement, Rehabilitation/Improvements, Reconstruction, Drainage Improvements, Blading and Shaping to Various County Roads

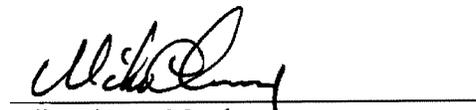
TERMINI: Quay Road AZ (Blocks 2900-3300) 4 miles; Quay Road BC (Blocks 3300-3700) 4 miles; Quay Road 27 (Blocks 4800-5000) 2 miles; Quay Road 29 (Blocks 5000-5100) 1 mile; Quay Road 33 (Blocks 4900-5000) 1 mile .

Within the control of **Quay County** in Quay County, New Mexico.

DONE AND RESOLVED this 8th day of June 2018.


Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member

Attest:


Ellen White, Quay County Clerk



Contract No. _____
Vendor No. 54395
Project No. SB-7731(964)19
Control No. L400389

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Quay County** (Public Entity). 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 the State Transportation Commission Policy No. 44-12, 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 **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county roads**, as described in Project No. **SB-7731(964)19**, Control No. **L400389**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity 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 **Two Hundred Ninety Four Thousand, one Hundred Sixty Nine Dollars (\$ 294,169.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% **\$ 220,627.00**

**Plan design, construction management, construction, reconstruction,
pavement rehab, drainage improvements and miscellaneous construction to
various county roads**

2. The Public Entity's required proportional matching
Share shall be 25% **\$ 73,542.00**
For purpose stated above

3. Total Project Cost **\$ 294,169.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **Two Hundred Ninety Four Thousand, one Hundred Sixty Nine Dollars (\$ 294,169.00)**.

- 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 project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. 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 purpose as 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) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for 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. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - 1. Utility Certification,
 - 2. Drainage and storm drain design,
 - 3. Geotechnical design,
 - 4. Pavement design,
 - 5. Environmental and archaeological clearances Certification,
 - 6. Right-of-way acquisition Certification,
 - 7. Hazardous substance/waste site(s) contamination,
 - 8. Railroad Certification,
 - 9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined 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) 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**, which is attached as Exhibit A.
- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities form**, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **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) days of Project completion will be considered 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) 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 can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project 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 **December 31, 2019**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) 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) 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 by the Legislature, this Agreement may 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 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part 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 a suit(s) 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. New Mexico Tort Claims Act.

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.*

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 must be provided to the Department and it 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 all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied 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, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, 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 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 or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

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 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 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) days of written notification. 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) days.

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 be 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 by an instrument in writing executed by the parties.

The remainder of this page in 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: _____

Quay County

By: Franklin McCarroll
Title: Chairman

Date: 6-8-18

Attest: Ellen L. White
County Clerk



**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 Local Government Road Fund Project 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



QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

June 8th, 2018

Mr. John Herrera
New Mexico Department of Transportation
District 4 Office
PO Box 10
Las Vegas, NM, 87701

Dear Mr. Herrera,

Quay County is interested in applying for the Local Government Road Fund Match Waiver Program per New Mexico Administration Code 18.27.3.8 for our FY 2018/2019 Project No. CAP-4-19(406) and Control No. L400375 is as follows:

Total Project:	\$525,236.00
State Share:	\$393,927.00
Quay County:	\$131,309.00

We have included a Resolution for analysis by the Department of Finance and Administration in consideration of this Match Waiver request.

If you have questions you can contact Larry Moore at 575-461-3577.

Sincerely,

Richard Primrose
Quay County Manager



QUAY COUNTY GOVERNMENT

FISCAL YEAR 2017-2018

RESOLUTION NO. 40

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM AND REQUEST FOR MATCH WAIVER ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, **Quay County** and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHERE AS, the total cost of the project will be **\$525,236.00** to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or **\$393,927.00**

and

b. **Quay County's** proportional matching share shall be 25% or **\$131,309.00**

TOTAL PROJECT COST IS **\$525,236.00**

Quay County shall pay all costs, which exceed the total amount of **\$525,236.00**.

WHEREAS, NMAC 27.3.8 allows Public Entities who are experiencing financial hardship to apply for a Match Waiver of all or part of the above mentioned Public Entity match.

WHEREAS, **Quay County** qualifies for the Match Waver because Quay County has a limited tax base, which limits the funding for meeting the proportional matching share; and, a fund exists in the NMDOT appropriated by the New Mexico State Legislature for Public Entities in need of "hardship" match money.

NOW, therefore, be it resolved in official session that **Quay County** determines, resolves, and orders as follows:

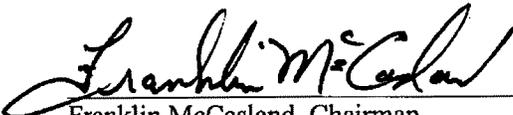
That **Quay County** requests a Match Waiver in the amount of **\$131,309.00** for LGRF Project for year 2018-2019 to

SCOPE: Pavement Rehabilitation/Improvements, Reconstruction, Drainage Improvements, Blading and Shaping, to Various County Roads.

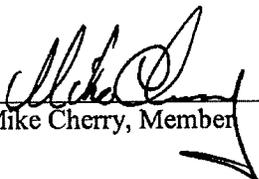
TERMINI: Quay Road AD (Blocks 6300-6920) 6.2 miles; Quay Road BH (Blocks 3200-3700) 5 miles .

Within the control of **Quay County** in Quay County, New Mexico.

DONE AND RESOLVED this 8th day of June 2018.

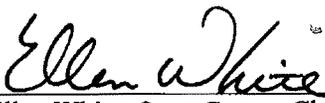

Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member



Attest:


Ellen White, Quay County Clerk



QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

June 8th, 2018

Mr. John Herrera
New Mexico Department of Transportation
District 4 Office
PO Box 10
Las Vegas, NM, 87701

Dear Mr. Herrera,

Quay County is interested in applying for the Local Government Road Fund Match Waiver Program per New Mexico Administration Code 18.27.3.8 for our FY 2017/2018 Project No. SP-4-19(956) and Control No. L400396 is as follows:

Total Project:	\$ 258,421.00
State Share:	\$ 193,816.00
Quay County:	\$ 64,605.00

We have included a Resolution for analysis by the Department of Finance and Administration in consideration of this Match Waiver request.

If you have questions you can contact Larry Moore at 575-461-3577.

Sincerely,

Richard Primrose
Quay County Manager



QUAY COUNTY GOVERNMENT

FISCAL YEAR 2017-2018

RESOLUTION NO. 41

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM AND REQUEST FOR MATCH WAIVER ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, **Quay County** and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHERE AS, the total cost of the project will be **\$258,421.00** to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or **\$193,816.00**

and

b. **Quay County's** proportional matching share shall be 25% or **\$64,605.00**

TOTAL PROJECT COST IS **\$258,421.00**

Quay County shall pay all costs, which exceed the total amount of **\$258,421.00**.

WHEREAS, NMAC 27.3.8 allows Public Entities who are experiencing financial hardship to apply for a Match Waiver of all or part of the above mentioned Public Entity match.

WHEREAS, **Quay County** qualifies for the Match Waiver because Quay County has a limited tax base, which limits the funding for meeting the proportional matching share; and, a fund exists in the NMDOT appropriated by the New Mexico State Legislature for Public Entities in need of "hardship" match money.

NOW, therefore, be it resolved in official session that **Quay County** determines, resolves, and orders as follows:

That **Quay County** requests a Match Waiver in the amount of \$ **64,605.00** for LGRF Project for year 2018-2019 to

SCOPE: Pavement Rehabilitation/Improvements, Reconstruction, Drainage Improvements, Blading and Shaping, to Various County Roads.

TERMINI: Quay Road 64 (Blocks 2900-3200) 3 miles; Quay Road 64 (Blocks 3600-3700) 1 mile; Quay Road 65 (Blocks 4100-4175) .75 mile; Quay Road 67 (Blocks 2800-2900) 1 mile; Quay Road AG (Blocks 6200-6270) .70 miles; Quay Road AG (Blocks 6300-6440) 1.4 miles; Quay Road AJ (Blocks 6300-6400) 1 mile; Quay Road AK (Blocks 6300-6370) .70 miles; Quay Road AY (Blocks 3000-3100) 1 mile.

Within the control of Quay County in Quay County, New Mexico.

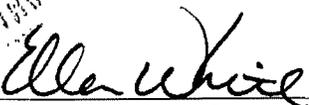
DONE AND RESOLVED this 8th day of June 2018.


Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member




Ellen White, Quay County Clerk



CERTIFICATION OF CANVASS RESULTS

We, the undersigned Board of County Commissioners acting as the Board of Canvassers of Quay County, State of New Mexico, canvass the Primary Election held in said county, June 5, 2018, certify that the canvass results text file sent to the office of secretary of state is a correct canvass of returns of said election.

WITNESS the Honorable Board of County Commissioners, June 8, 2018
Date

ATTEST:

Ellen L. White

Clerk

Member

Franklin McCasland

Chairman

Walter Long

Member

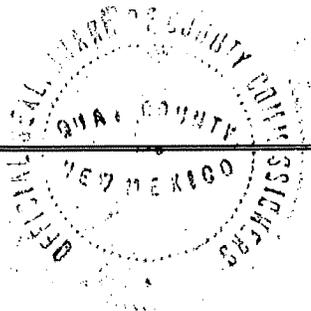
Sue Howell

Member

SEAL

Member

Member



Quay County
LIBERTARIAN PARTY
Countywide

Candidate Summary of Primary Election Held on June 5, 2018
State of New Mexico

United States Senator AUBREY DUNN	2
United States Representative - DISTRICT 3 CHRISTOPHER MANNING	2
Governor BOB WALSH (write in)	0
Lieutenant Governor ROBIN L DUNN (write in)	0
Secretary of State SANDRA D JEFF	2
Attorney General A BLAIR DUNN	2
Commissioner of Public Lands MICHAEL G LUCERO	2

Quay County
DEMOCRATIC PARTY
Countywide

Candidate Summary of Primary Election Held on June 5, 2018
 State of New Mexico

United States Senator		
MARTIN T HEINRICH		441
United States Representative - DISTRICT 3		
BEN R LUJAN		482
Governor		
MICHELLE LUJAN GRISHAM		306
JEFF APODACA		123
JOSEPH CERVANTES		117
Lieutenant Governor		
HOWIE C MORALES		210
RICK S MIERA		122
BILLY G GARRETT		193
Secretary of State		
MAGGIE TOULOUSE OLIVER		452
State Auditor		
BILL MCCAMLEY		216
BRIAN S COLÓN		287
State Treasurer		
TIM EICHENBERG		436
Attorney General		
HECTOR BALDERAS		467
Commissioner of Public Lands		
STEPHANIE GARCIA RICHARD		241
GARRETT O VENEKLASEN		110
GEORGE K MUNOZ		173
State Representative - DISTRICT 67		
MARK D MCDONALD		438
Public Regulation Commissioner - DISTRICT 2		
KEVIN J SANDERS		431
Judge of the Court of Appeals Position 1		
KRISTINA BOGARDUS		429
Judge of the Court of Appeals Position 2		
JACQUELINE R MEDINA		427

Judge of the Court of Appeals Position 3 BRIANA H ZAMORA	430
Judge of the Court of Appeals Position 4 MEGAN P DUFFY	420
Judge of the Court of Appeals Position 5 JENNIFER L ATTREP	406
County Assessor JANIE L HOFFMAN	486
County Sheriff REYES E GONZALES	461
Probate Judge NELDA A BURSON	468

Quay County
REPUBLICAN PARTY
Countywide

Candidate Summary of Primary Election Held on June 5, 2018
State of New Mexico

United States Senator MICK RICH	731
United States Representative - DISTRICT 3 JERALD STEVE MCFALL	709
Governor STEVE PEARCE	793
Lieutenant Governor MICHELLE GARCIA HOLMES	713
Secretary of State JOHANNA COX	710
State Auditor WAYNE A JOHNSON	710
State Treasurer ARTHUR L CASTILLO	693
Attorney General MICHAEL EUGENE HENDRICKS	701
Commissioner of Public Lands PATRICK H LYONS	755
State Representative - DISTRICT 67 JACKEY O CHATFIELD	740
Public Regulation Commissioner - DISTRICT 2 JEFFERSON L BYRD JERRY W PARTIN	573 302
Judge of the Court of Appeals Position 1 STEPHEN G FRENCH	690
Judge of the Court of Appeals Position 2 HANK BOHNHOFF	679
Judge of the Court of Appeals Position 3 EMIL J KIEHNE	678
Judge of the Court of Appeals Position 4 DANIEL JOSE GALLEGOS	675

Magistrate Judge - MAGISTRATE

TIMOTHY JAMES O'QUINN

589

PATRICIA J LOPEZ

173

PAULA J CHACON

221

County Commissioner by Commissioner District - DISTRICT 3

FRANKLIN D MCCASLAND

565

BRYAN M RINESTINE

400

County Sheriff

RUSSELL D SHAFER

829