



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
APRIL 10, 2017

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session March 27, 2017

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. Bryan Rinestine, DWI Coordinator**
 - Request Approval of **Two DWI Planning Council Members**
 - Presentation of **3rd Quarterly Report**
- II. Russell Shafer, Quay County Sheriff**
 - Presentation of **Sheriff's Report**
- III. Darla Munsell, CDBG Coordinator**
 - Request Approval of **16-C-RS-I-06-G-101 CDBG Grant Agreement**
- IV. Donald Adams, QCFM**
 - Request Discussion/Approval of **Burn Ban**
- V. Larry Moore, Quay County Road Superintendent**
 - Request Approval of **Contract Modification to include Bid Lot 1 with Desert Fox**
 - **Road Update**
- VI. Richard Primrose, Quay County Manager**
 - **County Manager Update**



DOC #CM-00414

04/25/2017 11:16 AM Doc Type: COCOM

Fee (No FieldTag Finance Total Fees found)

Quay County, NM

Pages 35

Ellen White - County Clerk, County_Cle



VII. Request Approval of Accounts Payable

VIII. Request for Closed Executive Session

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

IX. 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

April 10, 2017

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 10th day of April, 2017 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
Darla Munsell, CDBG Administrator
Russell Shafer, Quay County Sheriff
Gail Houser, Tucumcari Main Street Director
Becky Wallace, PMS Health Services Director
Cheryl Simpson, Quay County Administrative Assistant
Vic Baum, Quay County Assessor
Bryan Rinestine, DWI Coordinator
Todd Duplantis, Dispatch Director
Thomas Garcia, Quay County Sun

Chairman Franklin McCasland called the meeting to order. Gail Houser led the audience in the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the March 27, 2017 regular session as printed. MOTION carried with Cherry voting "aye", McCasland voting "aye", and Dowell voting "aye".

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", McCasland voting "aye".

PUBLIC COMMENTS: None

Bryan Rinestine, DWI Coordinator requested approval of two new DWI Planning Council Members. Rinestine presented Heidi Adams from the District Attorney's Office and Cassie Huffman who is a counselor from Sunrise Medical Group. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the new members. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

In addition to approval of new members, Rinestine presented the 3rd quarter report of DWI statistics ending March 31. A copy of this report is attached to these minutes.

Commissioner Dowell asked Rinestine if people still had to travel out of the County to get their interlocks serviced/read. Rinestine stated Terry's Service Center at San Jon is now offering those services. Dowell thanked Rinestine for his efforts to get someone local on board with that program.

Russell Shafer, Quay County Sheriff presented the monthly activity report ending March 31. A copy is attached to these minutes. Shafer stated his office is currently working on inventory accountability for LEPF funded items.

Commissioner Dowell asked Shafer about the new bill requiring law enforcement to carry the antidote to prevent overdose deaths. Shafer replied that he is working on the beginning stages of a policy for administering HB 370 which requires all law enforcement personnel to carry and be prepared to use Naloxone to prevent Opioid overdose deaths. The new law will go into effect July 1, 2017.

Darla Munsell, CDBG Coordinator requested approval of 16-C-RS-I-06-G-101 Grant Agreement. Munsell explained this will be a \$50,000.00 planning grant for the purpose of updating the Quay County Comprehensive Plan and Phase I of an Asset Management Plan. The County match for this Grant will be \$1,500.00. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Grant Agreement. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy of this Agreement is attached and made a part of these minutes.

Donald Adams, Quay County Fire Marshall requested the Commissioners address the implanted Burn Ban continuance or lift for burning purposes. Adams stated the fire chiefs are in favor of keeping the ban in place at this time with a good chance in the forecast for some moisture this week. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to continue with the ban for two weeks and revisit the issue at the next regularly scheduled meeting of the Commissioners. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

Larry Moore, Quay County Road Superintendent, gave the following report:

1. Requested approval of a Construction Contract Modification/Change Order between Quay County and Desert Fox. This would complete the Quay Road 63 project with Bid Lot 1, which is the remaining portion to be finished. This portion of the project is 1900 feet that will take the project on Quay Road 63 to Quay Road AR. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Order. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached and made a part of these minutes.
2. Crews continue with clean-up of trees and debris due to the recent rainfall and wind.
3. Signage has been ordered for Quay Road AI for placement as vehicles approach the railroad crossing from South to North. A stop sign will be placed about 75' from the crossing on the County portion of the road along with a sign before that indicating a stop sign is ahead. As well, curve signs showing the roadway layout will be installed.
4. Environmental studies for Quay Road K will be complete this week so that the School Bus project can begin. This road adjoins Route 66, which has been completed.
5. The School Bus reimbursement should be forthcoming in the amount \$106,000.00 according to John Herrera, area director for LGRF Projects.

6. Moore distributed blading reports.

Commissioner Dowell asked Moore and/or Primrose to contact Tom Bruhn regarding a flooding problem and an issue with Quay Road 72 near the railroad crossing.

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

1. Recognized Cheryl Simpson for her completion of the course to become a Certified Procurement Officer.
2. Quay County Offices will be closed at noon on Friday, April 14 for Good Friday.
3. NMAC will be hosting a Legislative District meeting on Wednesday, April 19 from 10:00 a.m. to 2:00 p.m. at Mesalands College.
4. WFEC's Solar Farm Ribbon Cutting is scheduled for Wednesday, April 12 beginning at 11:00 a.m. (Caprock Solar Plant)

Commissioner Dowell asked if Primrose had spoken recently to Ronnie Greer. Primrose indicated he had.

Commissioner Dowell asked if an inventory and assessment of tables at the fairgrounds could be done and some additional tables be placed on the south side of the facility for events held in that area. Dowell stated she only found four tables to use this weekend and two of those were broken. Primrose said he would speak to Daniel Estrada about the tables.

Dowell said the only other calls she received had to do with the burn ban, which has already been addressed.

ACCOUNTS PAYABLE: A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the expenditures included in the Accounts Payable Reports ending April 8, 2017. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

Chairman McCasland requested a ten minute break. Time noted 9:35 a.m.

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

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell, to go into Executive Session pursuant to the Open Meetings Act pursuant to Section 10-15-1(H)7 to discuss Threatened or Pending Litigation. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye".

Time noted 9:46 a.m.

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

Return to regular session. Time noted 10:25 a.m.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell that only the items listed above were discussed during Executive Session and no action was taken. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

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

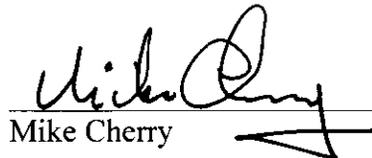
There being no further business, a MOTION was made by Sue Dowell, SECONDED by Mike Cherry to adjourn. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye". Time noted 10:30 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

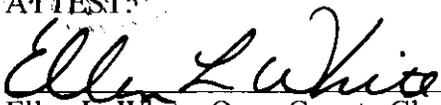

Franklin McCasland


Sue Dowell


Mike Cherry



ATTEST:


Ellen L. White, Quay County Clerk

QUAY COUNTY DWI PROGRAM

STATISTICS

3rd Quarter Report

January 17 thru March 17

Total Number of Arrests: 9

DWI 1st: 6

DWI 2nd: 0

DWI 3rd: 0

DWI 4th: 3

DWI 5th or Subsequent:

Aggravated DWIs: 3

Average BAC: 0.165

Minimum: 0.12

Maximum: 0.21

Blood Draws: 1

Refusals: 3

Average Age: 46

Youngest: 35

Oldest: 78

Sex of Offenders

Male: 8

Female: 1

Accidents: 2

Fatalities: 0

Arrests by Agency:

New Mexico State Police: 8

Tucumcari Police Department: 1

Quay County Sheriff's Department:

Logan Police Department:

Ute Lake State Park:

Monthly Arrests

January: 2

February: 7

March: 0

FROM FINAL COURT DATES:

Number of Cases Completed: 13

Number of Convictions/Pleas: 11

Number of Dismissals: 2

Number of Offenders Placed on DWI Compliance: 11

DWI 1st: 9

DWI 2nd: 2

DWI 3rd:

DWI 4th:

DWI 5th of Subsequent:

Number of Offenders who Successfully Completed DWI Compliance: 8

Number of Offenders who Unsuccessfully Completed DWI Compliance: 0

Number of Community Service Hours Ordered: 336

Number of DWI Offenders Being Supervised: 52

Number of Misdemeanor Offenders Being Supervised: 58

March 31, 2017

Quay County Sheriff's Office monthly report.

Calls for Service

Month Reported	Count
January	81
February	98
March	102
April	0
May	0
June	0
July	0
August	0
September	0
October	0
November	0
December	0

Civil Process

Month Received	Count
January	87
February	121
March	189
April	0
May	0
June	0
July	0
August	0
September	0
October	0
November	0
December	0

Prisoner Transports

Month Reported	Count
January	17
February	17
March	18
April	0
May	0
June	0
July	0
August	0
September	0
October	0
November	0
December	0

Arrest

Month Arrested	Count
January	13
February	19
March	15
April	0
May	0
June	0
July	0
August	0
September	0
October	0
November	0
December	0

Citations

Month Issued	Count
January	27
February	30
March	10
April	0
May	0
June	0
July	0
August	0
September	0
October	0
November	0
December	0

Traffic Stops

Month Occurred	Count
January	58
February	50
March	39
April	0
May	0
June	0
July	0
August	0
September	0
October	0
November	0
December	0

Seven full time Law Enforcement Officer's
 1 Sheriff
 1 Under Sheriff
 5 Deputies

Year	Total Mileage
Q-1 14 UNIT -0262	21487
Q-2 16 UNIT -6749	52208
Q-3 10 UNIT -8905	69071
Q-4 10 UNIT -3120	103220
Q-6 10 UNIT -0425	98825
Q-7 13 UNIT -7693	114766
Q-8 16 UNIT -7213	10714

Russell Shafer, Sheriff

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT AGREEMENT

Project No. 16-C-RS-I-06-G-101

THIS GRANT AGREEMENT, hereinafter referred to as the "Agreement", is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Suite 202, Bataan Memorial Building, Santa Fe, New Mexico, 87501, hereinafter referred to as the "Division", and the Quay County, hereinafter referred to as the "Grantee", as of the date this Agreement is executed by the Division.

RECITALS

WHEREAS, on June 22, 2016, the New Mexico Community Development Council ("Council") approved the allocation of Community Development Block Grant ("CDBG") funds to the Grantee for the CDBG program; and

WHEREAS, the CDBG program is subject to all applicable Federal and State laws and regulations, including Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq.*), and regulations of the U.S. Department of Housing and Urban Development ("HUD") found at 24 CFR Part 570 (as now in effect and as may be amended from time to time); and

WHEREAS, this Agreement is made by and between the Division and the Grantee, in connection with the Division's administration of the CDBG program, and pursuant to the authority of 42 U.S.C. 5301 *et seq.* and 24 CFR Part 570, to memorialize the terms and conditions of the CDBG program and the grant of funds to the Grantee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I - SCOPE OF WORK.

- A. The Grantee shall implement, in all respects, the Project Description, attached as Exhibit "1-A", and the Project Schedule, attached as Exhibit "1-B", both of which are incorporated by this reference as if set forth fully herein.
- B. The Grantee shall provide all the necessary qualified personnel, materials, and facilities to implement the program described herein.
- C. The Grantee will adhere to all processes set forth in the CDBG Implementation Manual, which is available at the Division's website at:
http://www.nmdfa.state.nm.us/CDBG_Implementation_Manual.aspx ("CDBG Manual").

ARTICLE II - LENGTH OF GRANT AGREEMENT.

- A. The term of this Agreement shall be effective upon execution by the Division. It shall terminate on the date which is two years after the effective date of this Agreement, which is the Division Director's dated signature, unless earlier terminated pursuant to Article V.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Agreement cannot be brought to full completion within the time period set forth in paragraph A of this Article II, the Grantee may request an extension. Agreement extensions will be approved on a case by case basis and must be requested prior to the termination date set forth in paragraph A of this Article II. The Division may review the work accomplished to date and determine, in its sole discretion, whether there is sufficient need or justification to amend this Agreement to provide additional time for project completion.

ARTICLE III - REPORTS AND PROJECT CLOSEOUT.

A. Progress Reports:

- 1. To enable the Division to adequately evaluate the progress of the Agreement, the Grantee shall submit progress reports to the Division on a quarterly basis, with the due dates to be established by the Division. The progress reports shall be submitted on the form attached as exhibit "1-D" and shall contain a description of the work accomplished to date, the methods and procedures used, a detailed budget breakdown of expenditures to date, a statement of the impact of the project, and such other information as the Division may require.
- 2. One copy of each progress report shall be submitted to the Division. Progress reports shall be due no later than 20 days after the end of each quarter during the term of this Agreement.
- 3. The Division may require revisions or additional information to clarify progress reports.

B. Final Report: The Grantee shall submit to the Division one copy of its Final Report, attached as exhibit "1-D-1", with its final Request for Payment, attached as exhibit "1-M", no later than 20 days after the termination of this Agreement. The Final Report shall include all of the information required for the progress reports as set forth in paragraph A of this Article III.

C. Requests for Additional Information: At any time during the term of this Agreement and during the period of time during which Grantee must maintain records pursuant to Article VII, the Division, HUD or the New Mexico State Auditor may (i) request such additional documentation and information regarding Grantee's activities under this Agreement as they deem necessary to discharge their monitoring and compliance responsibilities, and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of work performed as well as Grantee's financial and other records concerning the CDBG program. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Division (or other entity making the request) in the request. Requests made pursuant to this paragraph D are in addition to and not in lieu of the progress and final reporting described in paragraphs A through C of this Article III.

- D. Project Closeout: Project closeout will occur upon "substantial completion" of the Project. "Substantial Completion" is defined as all five of the following being accomplished, as determined by the Division in its sole discretion: 1) full and satisfactory completion of all work and services; 2) submission to the Division of the Grantee's architect/engineer's letter of final acceptance or certificate of substantial completion relating to the project ("Certificate of Completion") with all deficiencies corrected; 3) official acceptance by the Grantee of all contracted work or services; 4) receipt and approval by the Division of the final reporting referred to in paragraphs B and C of this Article III; and 5) clearance by the Division of all monitoring findings and completion of all the specific project closeout requirements and documents as set forth in chapter 5 of the CDBG Manual entitled "Monitoring and Close Out."

ARTICLE IV - GRANT AMOUNT AND METHOD OF PAYMENT.

- A. Amount of Grant: In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Agreement, and in compliance with all other Agreement requirements herein stated, the Division shall pay to the Grantee a sum not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00). The funds are to be expended in accordance with the budget attached as Exhibit "1-C", which is incorporated by this reference as if set forth fully herein, and in accordance with the purposes designated in Exhibit "1-A". Grantee's expenditure of these monies shall not deviate from the line items of said budget without the parties executing an amendment in accordance with Article V.
- B. Amount of Administrative Costs: No more than three percent of the Grant funds actually disbursed pursuant to this Agreement for allowable expenditures may be used by the Grantee for its actual and reasonable administrative costs. The maximum amount of administrative costs under this Agreement shall not exceed Fifteen Hundred Dollars and Zero Cents (\$1,500.00).
- C. The funds described in paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.
- D. All payments to Grantee will be made by the Division upon receipt of an official Request for Payment form, which must be accompanied by a transmittal letter and proper supporting documentation for all expenditures included in the Request for Payment. Requests for Payment may be disputed and withheld if, in the sole opinion of the Division, the Grantee has failed to fulfill its responsibilities under this Agreement. In cases of disputed Requests for Payment, the Grantee agrees that it alone is responsible to timely pay its contractors in compliance with the provisions of the Prompt Payment Act, NMSA 1978, Sections 57-28-1 *et seq.* ("Prompt Payment Act") and the agreements between the Grantee and such contractors.
- E. The Grantee will provide payment to contractors based upon eligible activities as described in exhibit "1-C". The Grantee understands and agrees that it alone is obligated to pay its contractor(s) in a timely manner consistent with the requirements of the Prompt Payment Act. The Grantee further understands and agrees that its obligation is independent of the Division's disbursement of Grant funds and that the Division is in no way responsible to make timely payments to contractors. The Grantee further understands and agrees that it will be responsible for any penalties or fines imposed upon the Division or attorney's fees incurred by the Division due to the Grantee's failure to comply with any provisions of the Prompt Payment Act.

- F. The Grantee further agrees, in compliance with NMSA 1978, Section 57-28-5(B) of the Prompt Payment Act, that the agreement between the Grantee and any contractor shall: 1) specifically provide in a clear and conspicuous manner for a payment within 45 days after submission of an undisputed request for payment; and 2) require the following legend to appear in clear and conspicuous type on each page of the plans including the bid plans and construction plans: "Notice of Extended Payment Provision: This contract allows the owner (Grantee) to make payment within 45 days after submission of an undisputed request for payment".
- G. The Grantee further agrees, in compliance with NMSA 1978, Section 57-28-5(C) of the Prompt Payment Act, that all construction contracts shall provide that contractors and subcontractors make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the owner, contractor or subcontractor. If the contractor or subcontractor fails to pay its subcontractor and suppliers by first-class mail or hand delivery within seven days of receipt of payment, the contractor or subcontractor shall pay interest to its subcontractors and suppliers beginning on the eighth (8th) day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers.
- H. Pursuant to NMSA 1978, Section 57-28-8 of the Prompt Payment Act, ten days after the Certification of Completion is issued, (as defined in paragraph D of Article III), any amounts remaining due the contractor or subcontractor under the terms of the contract shall be paid upon the presentation of the following:
1. A properly executed release and duly certified voucher for payment;
 2. A release, if required, of all claims and claims of lien against the owner arising under and by virtue of the contract other than such claims of the contractor, if any, as may be specifically excepted by the contractor or subcontractor from the operation of the release in stated amounts to be set forth in the release; and
 3. Proof of completion.
- I. All CDBG expenditures shall be included in the Grantee's single audit for each fiscal year in which \$750,000 or more in federal funds are expended. Grantees are required to have an audit performed in accordance with Code of Federal Regulations Title 2, Subtitle A, Chapter II, Part 200, Subpart F (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards—Audit Requirements), which begins at 2 CFR, Section 200.500. Grantees must submit the audit to the Division within 30 days of the date the audit is approved by the New Mexico State Auditor. The threshold of \$750,000 is effective in fiscal years beginning on or after December 26, 2014. CDBG must be listed in the Schedule of Expenditures of Federal Awards (SEFA) as a funding source. The Division retains the right to recover funds from the Grantee for any disallowed costs based on the results of any interim or the final audit.
- J. Requests for Paid Expenditures: If the Grantee is requesting reimbursement of expenditures it has already paid, and before the Division reimburses the Grantee for the expenditures, the Grantee's authorized signatory shall certify by signing and dating the Request for Payment form, which states that the expenditures are valid, and have been paid by the Grantee. In addition, actual receipts for

the expenditures shall be appended to the Request for Payment form, which support the expenditures for which reimbursement is requested. Only expenditures for which there are actual receipts will be reimbursed by the Division.

- K. Requests for Unpaid Expenditures: If the Grantee is requesting reimbursement of expenditures it has incurred but not yet paid, it shall pay such expenditures within three business days of receipt of funds from the Division. The Grantee's authorized signatory shall certify by signing and dating the Request for Payment form, which states that the expenditures are valid. The Grantee shall submit with the request for payment form, the appropriate bank statements, deposit slips and cancelled checks documenting the receipt and disbursement of funds.
- L. Deficient Requests for Payment: The Division may disallow a Request for Payment, in whole or in part, in the event the Request for Payment is deficient. Examples of deficient Requests for Payment include the lack of required signatures, lack of required supporting documentation, computational errors, seeking reimbursement for unallowable costs, or questions concerning whether the reported expenditures are permissible under this Agreement and applicable law and regulations. If a Request for Payment is disallowed, in whole or in part, the Division shall return to the Grantee the disallowed Request for Payment and accompanying documentation, and will notify the Grantee in writing of the nature of the deficiency and what the Grantee must do to correct it.
- M. Withholding Payment for Proper Expenditures: The Division shall withhold ten percent of the total amount of the Grant funds until project closeout. The Division may also withhold payment in the event the Grantee has failed to comply with the terms and conditions of this Agreement or applicable law and regulations. In such event, the Division shall give Grantee notice in writing of such failure and the actions Grantee must take to come into compliance. Payment shall be released upon Grantee's subsequent compliance.
- N. All Requests for Payment shall be received by the Division within 20 days after the Agreement's termination date. Any reimbursements made to Grantee for items or services that are unallowable under the terms of this Agreement or applicable law and regulations shall be immediately returned to the Division. If any unexpended funds remain after the conditions of this Agreement have been satisfied or after the termination date, the unexpended funds shall revert to the Division for disposition by the Council.

ARTICLE V - SUSPENSION, TERMINATION AND MODIFICATION.

- A. In accordance with 24 CFR 85.43, the Division, by written notice to the Grantee, shall have the right to suspend or terminate this Agreement if, at any time, in the judgment of the Division, the Grantee materially fails to comply with any term of this Agreement. The Division may demand repayment of all or part of the funds disbursed to the Grantee upon termination due to non-compliance.
- B. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44.
- C. The terms and conditions of this Agreement can only be modified or changed by written amendment, executed by both the Division and Grantee. Any attempted oral modification of the terms and conditions of this Agreement shall be null and void and of no force or effect.

ARTICLE VI - COPYRIGHT AND PATENTS.

No report, map, or other document provided, in whole or in part, under this Agreement, shall be the subject of an application for copyright or patented by or on behalf of the Grantee.

ARTICLE VII - RETENTION OF RECORDS.

The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, all records required to be maintained under Federal law and regulations, and such other records as the Division may prescribe. The Grantee shall be strictly accountable for all receipts and disbursements under this Agreement and maintain fiscal records related to the Agreement in accordance with generally accepted accounting principles. The Grantee shall make all relevant financial and other program records available to the Division, HUD, and the New Mexico State Auditor upon request and shall maintain all such records for a period of not less than six years following project closeout.

ARTICLE VIII - REPRESENTATIVES; NOTICE.

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved project:

Name: Darla Munsell
Title: CDBG Grant Coordinator
Address: PO Box 1246
Tucumcari, NM 88401
Telephone: 575-461-3577
E-mail: darla.munsell@quaycounty-nm.gov
Facsimile: 575-461-6165

Grantee may change the Grantee Representative by giving the Division written notice of such change, in accordance with paragraph C of this Article VIII.

- B. The Division hereby designates the person listed below as the official Project Manager responsible for overall administration of this Agreement, including compliance and monitoring of Grantee:

Name: Donna Stewart
Title: Project Manager
Address: 408 Galisteo Room 202
Santa Fe, New Mexico 87501
Telephone: 505-827-4972
E-mail: donnaj.stewart@state.nm.us
Facsimile: 505-827-4748

The Project Manager is the Division representative with the authority to approve on behalf of the Division all matters requiring Division approval under this Agreement. The Division may change the

Project Manager by giving Grantee written notice of such change, in accordance with paragraph C of this Article VIII.

- C. Notices of suspension, termination, or any other matter under this Agreement shall be sent by e-mail, facsimile, or regular mail addressed to the individual designated in or in accordance with paragraphs A and B of this Article VIII. In the case of notices sent by regular mail only, notices shall be deemed to have been given/received upon the date of the party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of a notice sent by facsimile transmission, the notice shall be deemed to have been given/received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. A notice sent by e-mail only shall be deemed to have been given/received upon the date of the party's actual receipt.

ARTICLE IX - TERMS AND CONDITIONS.

Except to the extent HUD waives any Federal requirement or regulation, the Grantee shall abide by all applicable Federal and State laws, regulations and rules, policies, guidelines, and requirements with respect to the acceptance and use of Federal CDBG funds for this project, including but not limited to the following:

- A. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq.*).
- B. The HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time).
- C. Construction Project Requirements:
 - 1. The funding assistance authorized hereunder shall not be obligated or utilized for any construction activities until the Grantee has submitted to the Division a Request for Release of Funds and the Division has issued to the Grantee the Authority to Use Grant Funds. The stated forms are included in the CDBG Manual.
 - 2. The Grantee shall be responsible for assuring the Division that all plans and specifications and related addenda for construction projects comply with the Prompt Payment Act, and have been filed, reviewed and approved for adequacy and code and standards compliances by appropriate State agencies as may be required before a project is advertised for sealed construction bids. Evidence of any such filing, review and compliance shall be provided to the Division prior to bid advertisement. All subsequent change orders must be submitted to the Division for review and approval prior to execution.
 - 3. Assistance from the State of New Mexico, Community Development Council, shall be acknowledged by project signs erected at the project site prior to and maintained during construction. Project signs shall include the "New Mexico Department of Finance and Administration" as the funding agency, the Governor's name, the name of the project's architect/engineer, the name of the project, the name of the Grantee, total cost of the project, and a listing of other financial participation by dollar amount from all sources. Project signs shall be weatherproof and shall be painted on one side with a background color of yellow with red lettering of ¾" thick, not smaller than 4' x 6' nor larger than 4' x 8', marine-grade plywood. Each

sign shall be mounted on two 4" x 4" posts, with the bottom of the sign at least four feet above grade. The sign shall be mounted level at the location designated by the Grantee. The Grantee shall remove the sign upon completion of the construction project.

4. Acknowledgment of funding assistance from the CDBG Program shall be included on any permanent signs, plaques or other displays at facilities constructed with grant assistance.
- D. Reversion of Assets: The Grantee agrees that upon the expiration of this Agreement, the Grantee shall transfer to the Division any funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds. The Grantee agrees that, upon expiration, any real property under the Grantee's control that was acquired or improved, in whole or in part, with CDBG funds (including in the form of a loan) in excess of \$25,000, shall continue to either: 1) be used to meet one of the national objectives in the Criteria for National Objectives, set forth at 24 CFR 570.208, until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the Division; or 2) if not used in accordance with 24 CFR 570.208, then the Grantee shall, at the time of the change in use, pay the Division an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the Division. No payment is required after five years after expiration of this Agreement, or for such longer period as determined to be approved by the Division.
- E. Program Income: The Grantee shall comply with the program income requirements set forth at 24 CFR 570.504(c). In addition, at the end of the program year, the Division may require remittance of all or part of any program income balances (including investments thereof) held by the Grantee (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 security needs).
- F. Uniform Administrative Requirements: The Grantee shall comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.
- G. Other Program Requirements:
1. The Grantee shall carry out each activity in compliance with all Federal laws and regulations described in subpart K of the HUD regulations (found at 24 CFR 570.600 – 614, as may be amended from time to time), including, but not limited to, regulations relating to:
 - (a) Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063 (§570.601);
 - (b) Section 109 of the Act (prohibiting discrimination)(§570.602);
 - (c) Labor standards (§570.603);
 - (d) Environmental standards (§570.604);
 - (e) National Flood Insurance Program (§570.605);
 - (f) Displacement, relocation, acquisition, and replacement of housing (§570.606);
 - (g) Employment and contracting opportunities (§570.607);
 - (h) Lead-based paint (§570.608);
 - (i) Use of debarred, suspended, or ineligible contractors or sub-recipients (§570.609);
 - (j) Uniform administrative requirements and cost principles (referencing OMB Circulars A-87, A-110, A-122, and A-128, as applicable)(§570.610);

- (k) Conflict of interest (§570.611);
- (l) Executive Order 12372 (relating to water or sewer facility projects)(§570.612);
- (m) Eligibility restrictions for certain resident aliens (§570.613); and
- (n) Architectural Barriers Act and the Americans with Disabilities Act (§570.614).

2. Notwithstanding any provision in Section G(1) of this Article IX to the contrary:

- (a) The Grantee does not assume the Division's environmental responsibilities described in 24 CFR 570.604; and
- (b) The Grantee does not assume the Division's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

- H. Conflict of Interest: The Grantee shall comply with the conflict of interest provision set forth in 24 CFR 85.36 of the HUD regulations. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Agreement, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement. Further, the contractor shall cause to be incorporated in all of its subcontracts for work funded under this Agreement the language set forth in this paragraph prohibiting conflicts of interest.
- I. Hatch Act: The Grantee shall comply with the provisions of the Hatch Act, which limits the political activity of employees.
- J. Federal Reporting: The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award management (SAM) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR Part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR Part 170).
- K. Procurement: The Grantee shall comply with the HUD Procurement (24 CFR Part 85.36), New Mexico State Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, and the purchasing regulations of the New Mexico General Services Department, State Purchasing Division.
- L. Compliance with New Mexico Administrative Code Rule: The Grantee shall comply with Rule 2.110.2 NMAC.
- M. Costs: The Grantee shall finance its share (if any) of the costs of the project, including all project overruns.
- N. Prior Approval: The Grantee shall submit all project-related contracts, subcontracts, agreements and subsequent amendments, funded in whole or in part with CDBG funds, to the Division for review and approval prior to execution. Disbursement of Grant funds is conditioned upon the Grantee's contracts, subcontracts and agreements complying with the requirements of Article IV of

this Agreement. The Grantee shall provide the Division with any other project-related contracts, and agreements upon the Division's request.

- O. Compliance and Waivers: Except to the extent that the Division waives in writing any requirement contained therein, the Grantee shall abide by, and this Agreement incorporates all applicable provisions of, the Division's CDBG Manual, as it may be amended from time to time.

ARTICLE X - CERTIFICATIONS.

By signing this Agreement, the Grantee certifies the following requirements:

- A. Anti-Lobbying: To the best of the Grantee's knowledge and belief, the Grantee certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. It will require that the language of paragraphs A(1) and (2) of this Article X be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- B. Local Needs Identification: The Grantee certifies that it has identified its community development and housing needs, including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.
- C. Special Assessments: The Grantee certifies that:
1. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed 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, except that;
 2. An assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources; and

3. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.
- D. Excessive Force: The Grantee certifies that it has adopted and is enforcing the following:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. 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 demonstrations within its jurisdiction;
- E. Citizen Participation: The Grantee certifies that it has followed a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486, and will continue to provide opportunities for citizen participation.
- F. Small Minority and Women's Business Enterprise: The Grantee certifies that it will, to the maximum extent feasible, contract and subcontract with eligible small, minority and women's business enterprises and utilize eligible businesses which are owned by persons located in the unit of local government in which the project is administered.
- G. Section 3: The Grantee certifies that it shall comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.
- H. Overall Benefit: The Grantee certifies that the aggregate use of the Grant funds shall principally benefit persons of low and moderate income in a manner that ensures that at least seventy percent (70%) of the amount is expended for activities that benefit such persons.
- I. Drug Free Workplace: The Grantee certifies that it will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about –
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Grant be given a copy of the statement required by paragraph I(1) of this Article X;
 4. Notifying the employee in the statement required by paragraph I(1) of this Article X that, as a condition of employment under the Grant, the employee will –
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph I(4)(b) of this Article X from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within thirty calendar days of receiving notice under paragraph I(4)(b) of this Article X, with respect to any employee who is so convicted –
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs I(1) –(6) above.
- J. Compliance with Anti-discrimination Laws: The Grantee certifies that this Agreement will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.
- K. Compliance with Laws: The Grantee certifies that it shall comply with applicable laws.
- L. Subawards to Debarred and Suspended Parties: The Grantee certifies that it shall comply with 24 CFR 85.35 in that it must not make any award or permit any award (subgrant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 CFR part 2424.
- M. Local Needs Identification: The Grantee certifies that it has identified its community development and housing needs, including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.

ARTICLE XI - GENERAL ASSURANCES:

The Grantee represents and warrants that:

1. It has the legal authority to receive and expend the Grant funds and execute a CDBG program;
2. This Agreement has been duly authorized by the Grantee's governing body, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
3. This Agreement and the Grantee's obligations under this Agreement do not conflict with any law applicable to the Grantee's charter (if applicable), or any judgment or decree to which it is subject.

ARTICLE XII - ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the Grantee and the Division. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, between them, other than what is herein set forth.

ARTICLE XIII - APPROPRIATIONS.

The Division's performance and liability under this Agreement is contingent upon sufficient authority and appropriations being granted to the Division by HUD and the Council.

ARTICLE XIV - GOVERNING LAW.

This Agreement shall be construed and governed by the substantive laws of the State of New Mexico, without giving effect to its choice of law rules, and applicable Federal laws and regulations.

ARTICLE XV – LIABILITY.

Each party shall be solely responsible for its own liability under this Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 *et seq.*

[This space intentionally left blank.]

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Agreement as of the date of signature by the Division below.

THIS GRANT AGREEMENT has been approved by:

Quay County

Franklin McCasland
Chief Elected Official/Authorized Signatory

4-10-17
Date

Franklin McCasland
Type or Print Name

STATE OF NEW MEXICO)
COUNTY OF Quay)ss.

The foregoing instrument was acknowledged before me this 10 day of April, 2017,
by Franklin McCasland

Ellen L White
Notary Public

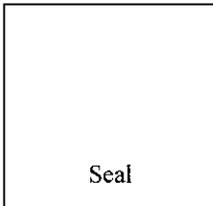
My Commission Expires: 3-21-2019

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Rick Lopez, Director Date

STATE OF NEW MEXICO)
COUNTY)ss.
OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017,
by _____.



Notary Public

My Commission Expires: _____

EXHIBIT 1-A**PROJECT DESCRIPTION**

GRANTEE NAME Quay County

PROJECT NUMBER **16-C-RS-I-06-G-101**

GRANT AMOUNT **\$50,000.00**

PROJECT DESCRIPTION

Update the Comprehensive Plan. The comprehensive plan will verify update the County's vision and make sure all of the plans elements align with the desires of local officials, residents and businesses. The plan will cover a broad range of topics of most importance to the county – Natural Resources, Land Use, Economic Development, Housing, Community Services, Transportation/Road Infrastructure, Water Resources, Hazard Mitigation, Implementation/Infrastructure Capital Improvements.

As part of the comprehensive plan, the county will include an Asset Management Plan for county roads. The Asset Management Plan will address the five core components. Identify asset management priorities, gather and organize technology baseline data. Conduct an envisioning workshop, conduct and summarize asset management analysis survey, facilitate policy statement development workshop, develop an asset management framework for action.

NATIONAL OBJECTIVE (from DFA/LGD approved survey)

This project will benefit 8822 total beneficiaries of which 55% are Low and Moderate Income (LMI).

CASH MATCH and LEVERAGING

Quay County will provide a 5% Cash Match of \$ 2500.00

Entity Name: <u>Quay County</u>		<input checked="" type="checkbox"/> Grant Agreement		CDBG Amount: <u>\$50,000.00</u>	
CDBG Project Number: <u>16-C-RS-I-06-G-101</u>		<input type="checkbox"/> Grant Amendment		Other Amount: _____	
Project Cost Activities	CDBG Funds	Project Funding Sources			Total Project Cost
		Other Sources (Identify other local, state, federal, or private)			
		Cash Match	Leverage		
Administration (Contractual)					\$ -
Architect/Engineer					\$ -
Other Professional	\$ 50,000.00	\$ 2,500.00			\$ 52,500.00
Inspection (Testing)					\$ -
Property Acquisition					\$ -
Property Rehabilitation					\$ -
Construction					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Totals	\$ 50,000.00	\$ 2,500.00	\$ -	\$ -	\$ 52,500.00

EXHIBIT 1-D PROGRESS REPORT

Grantee: _____
 Grant Amount: _____
 Project Number: _____
 Reporting Period: _____

1. What tasks have been completed by the end of the current quarter*:

	SCHEDULED DATE	ACTUAL DATE
Set Up Files & CDBG Accounting	00/00/00	_____
Start Environmental Review (Exhibit 2-A submitted)	00/00/00	_____
Submit RFP (Professional Services) for approval	00/00/00	_____
Professional Services Contract submitted to CDB		_____
Professional Services Contract approval	00/00/00	_____
SHPO Approval Granted	00/00/00	_____
Environmental Assessment Completed	00/00/00	_____
Authority to Use Grant Funds Issued	00/00/00	_____
Request for Funds Submitted	00/00/00	_____
Construction Plans, Specs & Bid Documents completed	00/00/00	_____
Plans, Specs & Bid Docs approved by appropriate Agency	00/00/00	_____
Plans, Specs & Bid Docs submitted to CDB	00/00/00	_____
Plans, Specs & Bid Docs approved by CDB	00/00/00	_____
Construction Bid Documents Executed	00/00/00	_____
Preconstruction Conference Held	00/00/00	_____
Construction Begun	00/00/00	_____
% of work completed*:	0.00%	0%
Anticipated construction completion date:	00/00/00	_____
Construction Completed	00/00/00	_____
Final Draw Submitted	00/00/00	_____
Final Closeout Public Hearing	00/00/00	_____

*Please report % of work completed at time of reporting period.

2. Contractor/Subcontractor Activity Report (Exhibit 1-E)

	Yes	No	N/A	Date Submitted
Administrative Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Professional Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Construction (Contractors and Subcontractors)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

EXHIBIT 1-D-1 FINAL REPORT

CDBG Final Report

1. List other public/private funds used in conjunction with this project:

Public _____ Private _____ In-Kind _____

2. State/national objectives the project addresses: <Select National Objective>

If project addresses multiple objectives explain:

3. Indicate Project Impact by providing the following information, if applicable:

	Projected	Actual
Number of Housing Units Rehabilitated	_____	_____
Number of Jobs Created	_____	_____
Number of Jobs Retained	_____	_____
Number of Persons Served by Community Facilities	_____	_____

a. Type of Facility _____

b. Number of Facilities _____

4. a. Indicate the number and percent of low/moderate income persons benefiting from this project.

Projected # _____ / _____ % Actual # _____ / _____ %

Minorities (if available) # _____ / _____ %

b. Indicate the dollar amount and percent of funds directly benefiting low/moderate income persons.

\$ _____ / _____ %

Minorities (if available) # _____ / _____ %

c. Provide the total number of direct beneficiaries of this project. _____

CDBG Final Report

d. Total number of direct beneficiaries (7.c.) who are:

1. Ethnicity:

- (a) Hispanic or Latino # _____
- (b) Not Hispanic or Latino # _____

2. Race:

- (a) American Indian or Alaskan Native # _____
- (b) Asian # _____
- (c) Black or African American # _____
- (d) Native Hawaiian or
Other Pacific Islander # _____
- (e) White # _____
- (f) American Indian or
Alaska Native and White # _____
- (g) Asian and White # _____
- (h) Black or African American
And White # _____
- (i) American Indian or Alaska Native
And Black or African American # _____

3. Gender:

- (a) Male # _____
- (b) Female # _____
- (c) Female-Head of Household # _____

e. Complete and attach the Contract and Subcontract Activity Form (**Exhibit 1-E**).

- Attached Not Attached

5. Indicate the amount of CDBG money used in the following categories.

	Projected	Completed
Community Infrastructure	_____	_____
Housing Rehabilitation	_____	_____
Public Service Capital Outlay	_____	_____
Economic Development	_____	_____
Administration (Planning Technical Assistance)	_____	_____

CDBG Final Report

6. Include a detailed explanation of the impact of the project on the problems/conditions addressed. In addition, address, in detail, the project's impact on at least one of the three national objectives. Attach additional sheets if necessary.

7. Provide a detailed budget breakdown of expenditures to date on the attached Request for Payment/Financial Status Report Form (**Exhibit 1-O**).

Attached

Not Attached

Certification

Under penalty of law, I hereby certify that to the best of my knowledge and belief that the information contained in this report is correct and true.

Signature of Grantee Representative

Signature of Chief Elected Official

Date

Date

**NEW MEXICO COMMUNITY DEVELOPMENT BLOCK GRANT
Request for Payment/Financial Status Report
Exhibit 1-M**

Payment Request Number: _____

- I. A. Grantee: _____
 B. Bank Name _____
 Bank Address _____
 (Physical & Mailing) _____
 C. Grantee Phone Number: _____
 D. Account No. _____
 E. Routing No. _____
 F. Grant No. _____

- II. Payment Computation:
 A. Grant Award _____ \$0.00
 B. Funds Received to Date _____ \$0.00
 C. Requested this Payment _____ \$0.00
 D. Grant Balance _____ \$0.00

III. Report Period Ending _____

Budget Categories	Approved Budget		Expenditures This Request		Expenditures to Date				
	Grant Funds	Match Funds	Total Budget	Grant Funds	Match Funds	Total Expenditures	Grant Funds	Match Funds	Total Expenditures
Administration (Contractual)			\$0.00						\$0.00
Architect/Engineer			\$0.00						\$0.00
Other Professional			\$0.00						\$0.00
Inspection (Testing)			\$0.00						\$0.00
Property Acquisition			\$0.00						\$0.00
Property Rehabilitation			\$0.00						\$0.00
Construction			\$0.00						\$0.00
TOTALS:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

IV. CERTIFICATION: Under penalty of law, I hereby certify that to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation attached for this payment request are true and correct copies of the originals.

Authorized Signatory _____ Date _____

Authorized Signatory _____ Date _____

Print or Type Name _____

Print or Type Name _____

* Both local level signatures must match depository/signature card.
 ** Authorizing official is not authorized to sign Request for Payment/Financial Status Report.

(DFA Local Government Division Use Only)

Division Fiscal Officer _____ Date _____

Division Project Representative _____ Date _____

Construction Contract Modification/Change Order

Owner: Quay County 300 S. 3rd Street Tucumcari, NM 88401	Modification No.: #3 Project Title: LGRF Quay Road 63 Street Improvements Project No.: QAY1403N
---	--

Contractor: Desert Fox, LLC PO Box 1499 Peralta, NM 87042	Engineer: ENGINEERS INC. 1601 Camino del Coronado Tucumcari, NM 88401
--	--

Date of Issue: 4/11/17	Effective Date: 4/17/17
------------------------	-------------------------

Type of Change	Reason Code:
<input checked="" type="checkbox"/> Modification (Authorizes) <input type="checkbox"/> Change Order (Directs) <input type="checkbox"/> Administrative Change	<input checked="" type="checkbox"/> CR: Customer Requested <input type="checkbox"/> TM: Time Only <input checked="" type="checkbox"/> OF: Unforeseen Condition <input type="checkbox"/> DO: Design Omission <input type="checkbox"/> DE: Design Error <input type="checkbox"/> OT: Other

Description: Adding Bid Lot 1 and additional time to the contract

Justification: To utilize additional funds and complete bid lot 1 of the project. Additional time is provided as a break in the project occurred between 7/22/2016 to 4/17/17 (269 days) plus the time to construct Bid Lot 1 of 90 days for a total extension of 359 days.

Contract Price		Contract Time	
Original Contract Value	\$450,878.79	Original CCD Contract Completion Date	7/20/2016
Net Change (From Previous Changes)	\$ 3,481.60	Net Change (From Previous Changes)	2
Contract Value (Prior to this Change)	\$ 454,360.39	Contract CCD (Prior to this Change)	7/22/2016
Net Value Change	\$ 332,989.76	Net Time Change (Increase)	359
Current Value (After this Change)	\$ 787,350.15	Current CCD (After this Change)	7/16/2017

Engineer's Recommendation: _____ _____ _____	Contractor Acceptance: 
--	--

Signature _____ Date _____	Signature <i>Franklin McCord</i> Date 4-10-17
----------------------------	--

Funding Agency Review/Concurrence:	Owner's Authorization/Direction:
------------------------------------	----------------------------------

Signature _____	Date _____	Signature _____	Date _____
-----------------	------------	-----------------	------------

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	PREV. QUAN.	REVISED QUANTITY	DIFFERENCE	AMOUNT +/-
BID LOT 1							
201000	CLEARING AND GRUBBING	L.S.	\$ 4,500.00	0	1	1	\$ 4,500.00
203000	UNCLASSIFIED EXCAVATION	C.Y.	\$ 4.00	0	1742	1742	\$ 6,968.00
207000	SUBGRADE PREPARATION	SQ. YD.	\$ 4.00	0	354	354	\$ 1,416.00
304160	BASE COURSE - 6"	SQ. YD.	\$ 7.00	0	5926	5926	\$ 41,482.00
304500	REMOVE, PROCESS, AND PLACE IN STOCKPILE EXISTING ASPHALT AND BASE COURSE (4" DEEP).	C.Y.	\$ 12.00	0	494	494	\$ 5,928.00
304600	PROCESS AND PLACE STOCKPILED SELECT MATERIAL	C.Y.	\$ 13.00	0	452	452	\$ 5,876.00
408100	PRIME COAT	TONS	\$ 650.00	0	1219	1219	\$ 7,923.50
416000	MINOR PAVING - 3"	SQ. YD.	\$ 21.00	0	4684	4684	\$ 98,364.00
511000	STRUCTURAL CONCRETE, CLASS A	C.Y.	\$ 600.00	0	22	22	\$ 13,200.00
540080	REINFORCING BARS GRADE 60	LBS.	\$ 1.10	0	1770	1770	\$ 1,947.00
570024	24" CULVERT PIPE	L.F.	\$ 45.00	0	150	150	\$ 6,750.00
570030	30" CULVERT PIPE	L.F.	\$ 48.00	0	40	40	\$ 1,920.00
601000	REMOVALS OF STRUCTURES AND OBSTRUCTIONS	L.S.	\$ 5,000.00	0	1	1	\$ 5,000.00
602060	RIPRAP CLASS G (2" MINUS GRAVEL)	SY	\$ 18.00	0	145	145	\$ 2,610.00
603200	SILT FENCE	L.F.	\$ 3.00	0	112	112	\$ 336.00
603220	CHECK DAM TYPE I	EA.	\$ 100.00	0	2	2	\$ 200.00
603280	SWPPP MANAGEMENT	L.S.	\$ 4,500.00	0	1	1	\$ 4,500.00
604310	GEOGRID REINFORCEMENT	S.Y.	\$ 4.00	0	6501	6501	\$ 26,004.00
618000	TRAFFIC CONTROL MANAGEMENT	LS	\$ 18,000.00	0	1	1	\$ 18,000.00
621000	MOBILIZATION	LS	\$ 29,500.00	0	1	1	\$ 29,500.00
632000	CLASS A SEEDING	AC	\$ 12,500.00	0	1.3	1.3	\$ 16,250.00
701000	PANEL SIGNS	SQ. FT.	\$ 14.00	0	68	68	\$ 952.00
701030	REMOVE AND RESET PANEL SIGNS	EA.	\$ 100.00	0	1	1	\$ 100.00
701100	STEEL POSTS & BASE POSTS FOR PANEL SIGNS	EA.	\$ 9.00	0	110	110	\$ 990.00
702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	\$ 6,500.00	0	1	1	\$ 6,500.00
704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	LF	\$ 0.42	0	8603	8603	\$ 2,773.26
801000	CONSTRUCTION STAKING	LS	\$ 11,000.00	0	1	1	\$ 11,000.00
901000	QUALITY ASSURANCE ACCEPTANCE TESTING	LS	\$ 12,000.00	0	1	1	\$ 12,000.00
TOTAL CHANGE ORDER							\$ 332,989.76

Original Contract Amount = \$450,878.79

Net This Change Order \$ 332,989.76

Previous Change Order Total = \$ 3,481.60

New Revised Total \$ 787,350.15