



## 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**  
**July 13, 2015**

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

Pledge of Allegiance

Approval of Minutes-Regular Session June 29, 2015

Approval of Minutes-Special Session July 7, 2015

Approval/Amendment of Agenda

### Public Comment

### Ongoing Business-None

### New Business

#### I. Susan Lease, Quay County DWI Prevention Specialist

- Approval of a Professional Services Contract

#### II. Bryan Rinestine, Quay County DWI Program

- Approval of Application for Membership to the DWI Planning Council
- 4<sup>th</sup> Quarterly Report
- 2014-15 Annual Report

#### III. Patsy Gresham, Quay County Treasurer

- Treasurer's Report

#### IV. Darla Munsell, Quay County CDBG Coordinator

- Approval of Blade Lease with 4Rivers Equipment
- Approval of 2014-15 Resolution No. 50 - Section 3 Plan with Required Elements
- Approval of 2014-15 Resolution No. 51 - Citizen Participation Plan
- Approval of 2014-15 Resolution No. 52 – Residential Anti-Displacement and Relocation Assistance Plan
- Road Update



DOC #CM-00372  
08/19/2015 09:46 AM Doc Type: COCOM Pages 38  
Fee (No FieldTag Finance TotalFees found)  
Quay County, NM Veronica Marez, County Clerk



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

- Approval of **Resolution No. 53 - Fiscal Year 2015-16 Budget Adjustments**
- Approval of **Resolution No. 54 - Fiscal Year 2015-16 Budget Adjustments**
- Approval of **Resolution No. 55 - Fiscal Year 2015-16 Budget Adjustments**
- Correspondence

**VI. Request Approval of Accounts Payable**

**VII. 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

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

- Proposed action, if any, from Executive Session

**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**

**July 13, 2015**

**9:00 a.m.**

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 13th of July, 2015, at 9:00 a.m. at the Commission Chamber, Tucumcari, New Mexico for the purpose of taking care of any business that may come before them.

**PRESENT & PRESIDING:**

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

**OTHERS PRESENT:**

Darla Munsell, Quay County CDBG Coordinator  
Susan Lease, Quay County DWI Prevention Specialist  
Thomas Garcia, Quay County Sun  
Russell Braziel, KTNM Radio Station  
Cheryl Simpson, Quay County Manager's Office  
Bryan Rinestine, Quay County DWI Coordinator  
Becky Wallace, Quay County Medical Clinic Administrator  
Tyler Niedermeyer, 4Rivers Equipment  
Gail Houser-Tucumcari Mainstreet Director

The meeting was called to order by Chairman McCasland. Tyler Niedermeyer led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the June 29, 2015 regular commission meeting. MOTION carried. Copy of said minutes is attached and made a part of these minutes.

**Commissioners Voted:**

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the July 7, 2015 special commission meeting. MOTION carried. Copy of said minutes is attached and made a part of these minutes.

**Commissioners Voted:**

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

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

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

PUBLIC COMMENT: None

ONGOING BUSINESS: None

OLD BUSINESS: None

NEW BUSINESS:

Susan Lease, Quay County DWI Prevention Specialist request approval of a Professional Services Contract between Quay County DWI Program and Concha Montano for \$9,500. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the contract. MOTION carried. A copy of the contract is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

Bryan Rinstine, Quay County DWI Coordinator request approval of DWI Planning Council application for Membership of Russell Shafer. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the applicant Russell Shafer. MOTION carried.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

Rinstine presented the DWI quarterly statistic report. A copy of the report is attached and made a part of these minutes.

Vic Baum, Quay County Assessor joined the meeting. Time noted 9:10 am.

Rinstine presented the 2014-2015 annual report. A copy of the report is attached and made a part of these minutes.

Patsy Gresham, Quay County Treasurer presented the Treasurer report.

Franklin McCasland, Quay County Commissioner let Patsy know he was impressed with her going to training and conference and allowing Christine Moriel to be a part of it so she can advance in her education.

Sue Dowell, Quay County Commissioner thanked Patsy for her effort to communicate with public and explain to them where they can understand how important it is to pay your taxes on time.

Darla Munsell, Quay County CDBG Coordinator/ Road Department requested approval of blade lease with 4Rivers Equipment. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the lease. MOTION carried. Copy of said lease are attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

Requested approval of 2014-2015 Resolution No. 50 Section 3 Plan with Required Elements. A MOTION was made by Mike Cherry, SECONDED Sue Dowell to approve Resolution. MOTION carried. Copy of said Resolution is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

Requested approval of 2014-2015 Resolution No. 51 Citizen Participation Plan. A MOTION was made by Sue Dowell, SECONDED Mike Cherry to approve Resolution. MOTION carried. Copy of said Resolution is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

Requested approval of 2014-2015 Resolution No. 52 Residential Anti-Displacement and Relocation Assistance Plan. A MOTION was made by Mike Cherry, SECONDED Sue Dowell to approve Resolution. MOTION carried. Copy of said Resolution is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

Darla Munsell, Quay County Road Department presented the following report.

1. Presented blade report.
2. Crews have been filling pot holes, mowing ditches and doing maintenance on trucks.
3. Quay Rd U the CAP Project has been completed.

Richard Primrose gave the following County Manager's Report:

Requested approval of 2014-2015 Resolution No. 53 authorization of transfer of funds to Detention Center Fund. A MOTION was made by Sue Dowell SECONDED Franklin McCasland to approve resolution. MOTION carried. Copy of said resolution is attached and made a part of these minutes.

Commissioners Voted:

McCasland – "YES"

Dowell – "YES"

Cherry – "NO"

Requested approval of 2014-2015 Resolution No. 54 authorization for transfer of funds to County Improvement Fund. A MOTION was made by Sue Dowell, SECONDED Mike Cherry to approve Resolution. MOTION carried. Copy of said Resolution is attached and made a part of these minutes.

Commissioners Voted:

McCasland – "YES"

Dowell – "YES"

Cherry – "YES"

Requested approval of 2014-2015 Resolution No. 55 authorization of budgetary increase and transfer of funds to Juvenile Detention Fund. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve Resolution. MOTION carried. Copy of said Resolution is attached and made a part of these minutes.

Commissioners Voted:

McCasland – "YES"

Dowell – "YES"

Cherry – "YES"

#### CORRESPONDENCE:

1. New Mexico Water Quality Control Commission Regulations discharge permits proposed for review and comment.
2. Presented the June RPHCA report.
3. Received the 2014 Safety Net Care Pool annual report.
4. NMAC sends an appraiser to all counties and will be in Quay County starting today to appraise all county buildings.
5. GACO roof will be here Thursday to check Fair barn roof. Primrose presented a copy of the draft Ute Reservoir Yield Study Report.

CHECKS WERE REVIEWED.

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

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry –“YES”

Chairman McCasland requested a 10 minute break. Time noted 9:50 a.m.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell, to go into executive session pursuant to the Section 10-15-1(H)7 to Discuss Threatened or Pending Litigation. MOTION carried Dowell voting “aye”, Cherry voting “aye”, McCasland voting “aye”.

Time noted 10:00 am.

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

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell that only pending litigation was discussed during Executive Session. MOTION carried McCasland voting “aye”, Cherry voting “aye”, Dowell voting “aye”.

Return to regular session. Time noted 10:45 am.

Richard Primrose, Quay County Manager; No action was taken in Executive Sesssion.

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

There being no further business, a MOTION was made by Sue Dowell, SECONDED by Mike Cherry to adjourn the regular meeting of the Board of Quay County Commissioners until the next regular meeting set for July 27, 2015 unless sooner called. The Commissioners announced they would be having lunch at Rockin Y and all those in attendance were invited. MOTION carried.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry –“YES”

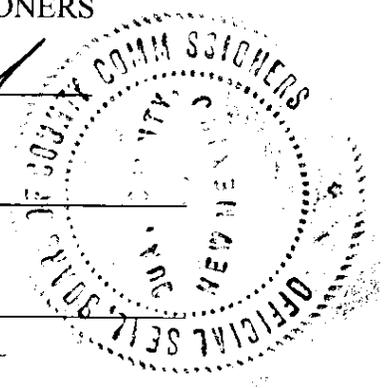
Time noted 10:45 a.m.

BOARD OF QUAY COUNTY COMMISSIONERS

*Franklin McCasland*  
Franklin McCasland, Chairman

*Sue Dowell*  
Sue Dowell, Member

*Mike Cherry*  
Mike Cherry, Member



ATTEST:

*Veronica Marez*  
Veronica Marez, Quay County Clerk

## **QUAY COUNTY DWI PROGRAM PROFESSIONAL SERVICES CONTRACT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of July, 2015 by and between **QUAY COUNTY DWI PROGRAM**, hereinafter referred to as (the "Agency") and **CONCHA MONTAÑO**, hereinafter referred to as (the "Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

### **1. Scope of Work-Evaluator Tasks/Roles and Responsibilities:**

The Evaluator will:

- Be responsible for designing, reviewing and carrying out process and outcome evaluation activities of the Quay County DWI Prevention Program including designing evaluation instruments, gathering relevant base line and follow up data, tabulation and analysis of data, and producing evaluation reports.
- Meet with all County DWI staff to review program scope of work and develop evaluation processes for each component.
- Assist Program Director in developing goals and objectives in order to logically design the evaluation plan, logic model, and outline outcomes for each program component.
- Update the Logic Models and Evaluation Plan and assist with the development of the Management Plan to structure evaluation process and to ensure that deadlines are met on a timely basis.
- Design and carry out final project evaluation report and submit on a timely basis to the DWI Program Coordinator and to LDWI.
- Lead the development and updating of the Needs Assessment that will inform community needs and help prioritize strategies.
- Conduct evaluation trainings and meetings as set forth by program requirements including attendance at State Trainings or meetings mandated by LDWI and/or Quay County DWI Program.
- Assess pretests and posttests, surveys, and other evaluation assessments as implemented by project staff. The evaluator will be responsible for identifying and/or developing data entry files and syntax files for data entry and for analysis of indicators.
- Provide feedback, technical assistance, and support staff in the evaluation and implementation of the goals and objectives on a monthly basis or as needed.
- Provide on-site visits and/or telephone contact on a monthly basis.
- Update the evaluation documentation system that includes an Evaluation annual consisting of 4 parts; Programmatic Information, Evaluation Tools, Program Documentation, and Administrative Information to ensure that program staff have all the necessary tools to implement the program, ensure quality evaluation processes are maintained, and prepare for LDWI site visits, audits, and reports.

- Program staff will participate in Evaluation Training. Disks with all documents maintained in the Evaluation Manual will be provided to guarantee that program staff not only have hard copies of the information, but have "ready to copy" access.

**2. Compensation.**

A. The total amount payable to the Contractor under this Agreement, shall not exceed \$9,500.00. This amount is rated at 20% of the FDA Grant and Distribution funding received by the County.

B. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the flat rate of seven hundred ninety one dollars and sixty six cents (\$791.66) per month (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed \$9,500.00 (as set forth in Paragraph A) The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the Agency. All invoices MUST BE received by the Agency no later than June 30<sup>th</sup> of each Fiscal Year in which the services were delivered. "Contractor" must bill on a monthly basis prior to the end of the month to ensure payment on a timely basis.

**3. Term.**

THIS AGREEMENT SHALL BECOME FULLY EXECUTED UPON THE DATE OF THE LAST SIGNATOR. This Agreement shall terminate on June 30, 2016. The COUNTY reserves the right to extend the terms of this contract from year to year based on the availability of funding and acceptability of work performance.

**4. Termination.**

A. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein.

B. Termination Management: Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by

the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

**5. Appropriations.**

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

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

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

**8. Subcontracting.**

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

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

**11. Product of Service -- Copyright.**

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

**12. Conflict of Interest; Governmental Conduct Act.**

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

**13. Amendment.**

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

**14. Merger.**

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

**15. Penalties for violation of law.**

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

**16. Equal Opportunity Compliance.**

The Contractor agrees 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 of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

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

**18. Workers Compensation.**

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

**19. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of six (6) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

**20. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New

Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement.

In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

**21. Invalid Term or Condition.**

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

**22. Enforcement of Agreement.**

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

**23. Notices.**

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

To the Agency:           Quay County Government  
                                  Quay County DWI Program  
                                  300 S. Third Street  
                                  P.O. Box 1011  
                                  Tucumcari, NM 88401

To the Contractor:       Concha Montaña  
                                  1724 Tierra Del Oso, NW  
                                  Albuquerque, NM 87120

**24. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represent and warrant that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESSES WHEREOF, the County and the Contractor has executed this Agreement as of the date of execution by the Quay County Commission/Manager.

QUAY COUNTY

\_\_\_\_\_ d.b.a. \_\_\_\_\_

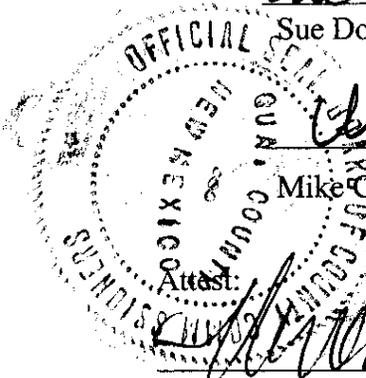
By: Franklin McCasland  
Franklin McCasland, Chairman Date

By: \_\_\_\_\_  
Concha Montaño, Evaluator

Sue Dowell 7/13/15  
Sue Dowell, Commissioner Date

\_\_\_\_\_ Date

Mike Cherry  
Mike Cherry, Commissioner Date



Veronica Marez  
Veronica Marez, County Clerk

Date: 7/13/15

Federal Tax ID: \_\_\_\_\_

State Tax ID: \_\_\_\_\_

# QUAY COUNTY DWI PROGRAM

## STATISTICS

4th Quarter Report

April 2015 thru June 2015

**Total Number of Arrests: 16**

DWI 1<sup>st</sup>: 13

DWI 2<sup>nd</sup>: 3

DWI 3<sup>rd</sup>:

DWI 4<sup>th</sup>:

DWI 5<sup>th</sup> or Subsequent:

Aggravated DWIs: 11

**Average BAC: 0.19**

Minimum: 0.15

Maximum: 0.28

Blood Draws: 3

Refusals: 5

**Average Age: 34.2**

Youngest: 19

Oldest: 53

**Sex of Offenders**

Male: 8

Female: 8

**Accidents: 6**

**Fatalities: 0**

**Arrests by Agency:**

New Mexico State Police: 7

Tucumcari Police Department: 8

Quay County Sheriff's Department: 1

Logan Police Department:

Ute Lake State Park:

**Monthly Arrests**

April: 3

May: 8

June: 5

**FROM FINAL COURT DATES:**

**Number of Cases Completed: 17**

**Number of Convictions/Pleas: 13**

**Number of Dismissals: 4**

**Number of Offenders Placed on DWI Compliance: ~~17~~ 13**

**DWI 1<sup>st</sup>: 8**

**DWI 2<sup>nd</sup>: 3**

**DWI 3<sup>rd</sup>: 2**

**DWI 4<sup>th</sup>:**

**DWI 5<sup>th</sup> of Subsequent:**

**Number of Offenders who Successfully Completed DWI Compliance: 6**

**Number of Offenders who Unsuccessfully Completed DWI Compliance: 1**

**Number of Community Service Hours Ordered: 528**

**Number of DWI Offenders Being Supervised: 49**

**Number of Misdemeanor Offenders Being Supervised: 81**

# QUAY COUNTY DWI PROGRAM

## STATISTICS

2015 Annual Report

July 2014 thru June 2015

**Total Number of Arrests: 53**

DWI 1<sup>st</sup>: 36

DWI 2<sup>nd</sup>: 13

DWI 3<sup>rd</sup>: 3

DWI 4<sup>th</sup>: 1

DWI 5<sup>th</sup> or Subsequent:

Aggravated DWIs: 26

**Average BAC: 0.145**

Minimum: 0.04

Maximum: 0.28

Blood Draws: 18

Refusals: 11

**Average Age: 42**

Youngest: 18

Oldest: 62

**Sex of Offenders**

Male: 34

Female: 19

**Accidents: 15**

Fatalities: 0

**Arrests by Agency:**

New Mexico State Police: 31

Tucumcari Police Department: 20

Quay County Sheriff's Department: 1

Logan Police Department: 1

Ute Lake State Park:

**FROM FINAL COURT DATES:**

**Number of Cases Completed: 45**

**Number of Convictions/Pleas: 38**

**Number of Dismissals: 7**

**Number of Offenders Placed on DWI Compliance: 38**

**DWI 1<sup>st</sup>: 28**

**DWI 2<sup>nd</sup>: 6**

**DWI 3<sup>rd</sup>: 2**

**DWI 4<sup>th</sup>:**

**DWI 5<sup>th</sup> of Subsequent:**

**Number of Offenders who Successfully Completed DWI Compliance: 28**

**Number of Offenders who Unsuccessfully Completed DWI Compliance: 2**

**Number of Community Service Hours Ordered: 1224**

TREASURER'S REPORT TO COUNTY COMMISSION - June, 2015

July 8, 2015

Tax Collected for month of June: \$225,693.23.

**Activities:**

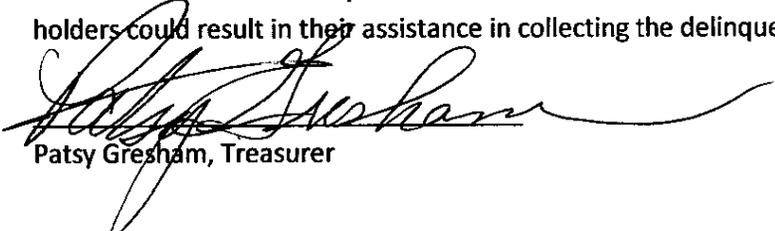
Treasurer attended Association of Counties Conference in June as well as 5 EDGE Classes related to Treasurer's Certification. I learned a lot and made several good contacts with Treasurers from around the state. I appreciate the opportunity to attend the conference.

In accordance with NM Statute 7-38-60, we met the state deadline to send delinquent notices to all Tax payers with 2 or more years in delinquent taxes by June 1. This same statute requires notices be mailed by June 30 of all delinquent taxes for 2013 and 2014. We mailed 191 notices to taxpayers with more than 2 years delinquent; 210 notices to taxpayers with taxes due for 2013 and 706 notices to taxpayers with taxes due for 2014. We also met the State deadline to file Motor Vehicle liens on all Mobile Homes with delinquent taxes as of July 1.

We are creating the list required to be sent to Property Tax Division by July 15 of all taxpayers with more than 2 years in delinquent taxes. This list is the first step in setting up the public auction for next year. The taxpayers on this list also are assessed the \$125 State Cost Fee that goes to NM as well as the interest and penalty accrued on the delinquent taxes that now go to the State instead of Quay County.

One of our priorities going forward is to make sure that taxpayers are aware of this additional cost and the fact that these monies now go to the State instead of to Quay County. In some cases, the State cost fee is more than the taxes owed. I participated in a morning radio program on June 22 talking about these issues and reminding taxpayers of the due dates and the accrual of interest and penalties after the due dates. I also talked about the fact that most mobile home owners receive two notices if they own the land on which the MH is located. Many taxpayers pay the MH tax, but fail to pay the real property tax. We also discussed the importance of keeping addresses current and realizing that the ownership of real property is governed by the Deeds recorded in the Clerk's office, not the document that may have been written by a previous owner with no legal action to transfer the title to the property thereby changing the ownership and address on the tax records.

Christine and I are researching the feasibility of contacting lien holders on mobile homes regarding delinquent taxes. Since the State does not auction mobile homes as they do real property, there is little recourse to collect delinquent taxes. However, when we filed our tax liens with MVD, there are several sizable mobile home delinquencies where first lien holders are listed. Perhaps contacting these lien holders could result in their assistance in collecting the delinquent taxes.

  
Patsy Gresham, Treasurer



Albuquerque NM • Cheyenne WY • Colorado Springs CO • Farmington NM • El Paso TX • Fort Collins CO • Frederick CO  
Greeley CO • Holly CO • Hobbs NM • Lamar CO • Pueblo West CO • Rocky Ford CO • Strasburg CO  
www.4RiversEquipment.com

**QUOTATION**

**To: Quay County**

**Date: June 30, 2015**

**Delivery: 60-90 Days**

(1) New John Deere Model 770G 4WD Motorgrader, equipped with 170 – 245 Variable HP John Deere turbocharged EPA Interim Tier 4 EU Stage IV engine, 14' x 24" x 7/8" moldboard, air suspension cloth seat, 8 Speed Automatic transmission, blade accumulators, 17.5R25 radial tires, cab with heat and A/C, rear ripper/scarifier combo, front scarifier/plow lift group, engine block heater, engine pre-cleaner, secondary steering, 25 amp power converter, decelerator pedal, transmission and bottom guards, plus all other standard features.

Per State of NM Price Agreement # 30-000-13-00055

**Machine Base Price: \$ 231,080.00**

**Options:**

H) Dual Heated Exterior Mirrors	Deduct:	\$380.00
I) Std Cutting Edges in Lieu of Carbide Inserts edges	Deduct:	\$1,750.00
K) Standard scarifier system/plow lift group	Add:	\$5,500.00
GP Blade Controls	Add:	\$23,320.00

**Total Price Including Options each: \$257,770.00**

**Preventative Maintenance:**

\*4 Rivers will perform factory recommended maintenance at customer yard for agreed hours.

3,000 Hour Agreement - \$13,556.00      Total: \$271,326.00

5,000 Hour Agreement - \$23,834.00      Total: \$281,604.00

By: Tyler Niedermeyer

Accepted By: Quay County



Albuquerque NM • Cheyenne WY • Colorado Springs CO • Farmington NM • El Paso TX • Fort Collins CO • Frederick CO  
 Greeley CO • Holly CO • Hobbs NM • Lamar CO • Pueblo West CO • Rocky Ford CO • Strasburg CO  
 www.4RiversEquipment.com

**Trade in Machines:**

<u>Make</u>	<u>Model</u>	<u>Serial Number</u>	<u>Hours</u>	<u>Trade Value</u>
Caterpillar	140H	2ZK03073	12,040	\$25,000.00
Caterpillar	140H	2ZK03083	11,885	\$25,000.00
John Deere	770BH	DW770BH553255	8,888	\$50,000.00
			<b>Total:</b>	<b>\$100,000.00</b>

Purchase Option 1:

1000 Hour per year Limit  
 Maintenance agreement through lease term  
 Trades included in monthly payment calculation

<u>Term</u>	<u>Monthly Payment Without Maintenance</u>	<u>Monthly Payment With Maintenance - Payoff</u>	<u>Monthly Payment w/ Maintenance NO Trade</u>
12 Months	\$707.10 Each	\$763.83 Each - \$221,646.65	\$2,821.05 Each
24 Months	\$712.24 Each	\$1,031.82 Each - \$214,930.08	\$2,395.03 Each
36 Months	\$976.32 Each	\$1,113.70 Each - \$208,213.52	\$2,413.22 Each
48 Months	\$1,035.88 Each	\$1,445.34 Each	\$2,341.80 Each
60 Months	\$1,218.19 Each	\$1,657.23 Each	\$2,388.93 Each

Purchase Option 2:

1000 Hour per year Limit  
 Purchase 2 - 770GP Motorgrader, \$257,770.00  
   Less Trade \$50,000.00  
   **Total \$207,770.00**

3,000 Hour Maintenance agreement

Guarantee Trade in Value on 770GP after 36 Months each w/o PM pkg. - \$189,202.50 each  
 Guarantee Trade in Value on 770GP after 36 Months each w/ PM pkg. - \$199,725.00 each

Retail finance options per machine using John Deere Financial w/o PM:  
 0.00% - 12 Months - \$17,340.83 / month  
 1.25% - 24 Months - \$8,783.76 / month  
 2.50% - 36 Months - \$6,005.76 / month

Retail finance options per machine using John Deere Financial with PM:  
 0.00% - 12 Months - \$18,470.50/ month  
 1.25% - 24 Months - \$9,355.98 / month  
 2.50% - 36 Months - \$6,397.01 / month



**QUAY COUNTY  
FISCAL YEAR 2014-2015  
Resolution #50  
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			2014-15	
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
Emergency Management Coord	1	1	1	1
Admin. Asst.	1	1	1	1
Detention Center	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 thereunder 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

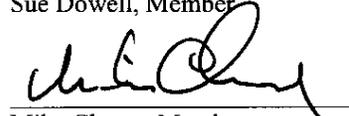
A family who resides in and whose income does not exceed the income limit for the size of family as per the attached Section 8 Income Limit for **Quay County**. Information contained in our Section 3 Plan reflects the status of **Quay County** employees regarding lower income considerations based on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

**PASSED, APPROVED, and ADOPTED** this 13<sup>th</sup> day of July 2015.

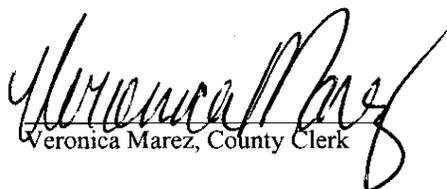
BOARD OF COMMISSIONERS  
OF QUAY COUNTY:

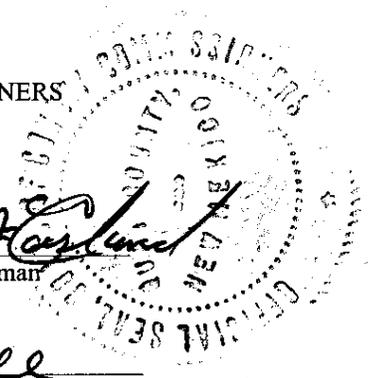
  
Franklin McCasland, Chairman

  
Sue Dowell, Member

  
Mike Cherry, Member

Attest:

  
Veronica Marez, County Clerk





**QUAY COUNTY  
FISCAL YEAR 2014-2015  
RESOLUTION NO. #51  
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:*

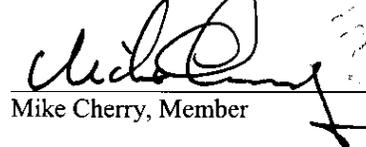
1. *Identify areas where large majorities of non-English speaking persons reside and make appropriate provisions when issues affecting these areas are to be discussed at public meetings, hearings, etc. Appropriate provisions will include having interpreters available at the meeting and having briefing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

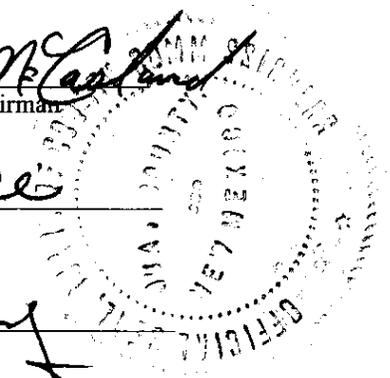
PASSED, APPROVED, and ADOPTED this 13<sup>th</sup> day of July 2015.

BOARD OF COMMISSIONERS  
OF QUAY COUNTY:

  
Franklin McCasland, Chairman

  
Sue Dowell, Member

  
Mike Cherry, Member



Attest:

  
Veronica Marez, County Clerk



QUAY COUNTY  
FISCAL YEAR 2014-2015  
RESOLUTION NO. 52

## 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.

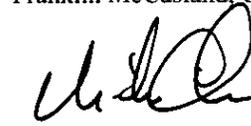
IX. Certification

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

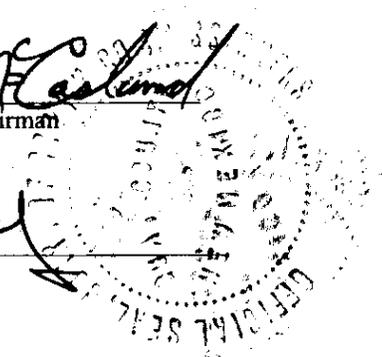
**PASSED, ADOPTED and APPROVED** this 13<sup>th</sup> day of July 2015.

Board of Commissioners:  
Of Quay County:

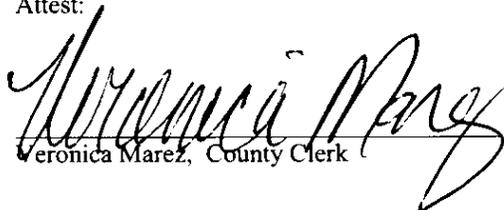
  
Franklin McCasland, Chairman

  
Mike Cherry, Member

  
Sue Dowell, Member



Attest:

  
Veronica Marez, County Clerk

**QUAY COUNTY  
FISCAL YEAR 2014-2015  
RESOLUTION NO. 53**

Authorization of Transfer of Funds to **Detention Center Fund (Fund 421)**

**WHEREAS**, at the meeting of the Board of Quay County Commissioners on July 13, 2015 the following was among the proceedings;

**WHEREAS**, the Board of Quay County Commissioners deem it necessary to request this Transfer of Funds

**State Fund 226  
Transfer of Funds**

	<u>FROM</u>	<u>TO</u>
401-99-97421 Transfer to Detention Center	\$100,000.00	
421-99-95401 Transfer from General Fund		\$100,000.00

**WHEREAS**, the above activity was not contemplated at the time the final budget was adopted and approved **Detention Center Fund Increase**

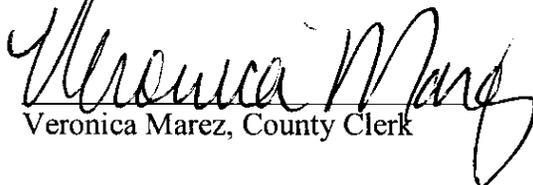
**NOW THEREFORE, BE IT RESOLVED** that after approval of the Local Government Division of the Department of Finance and Administration, the above Fund Transfer be made.

DONE at Tucumcari, County of Quay, State of New Mexico this 13<sup>th</sup> day of July, 2015.

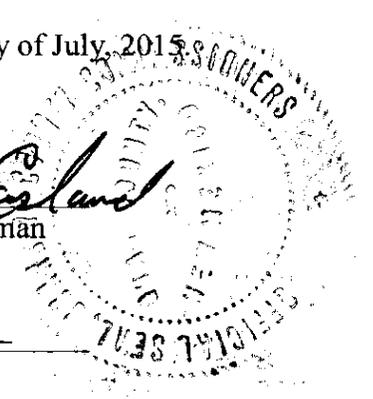
  
Franklin McCasland, Chairman

  
Sue Dowell, Member

ATTEST:

  
Veronica Marez, County Clerk

\_\_\_\_\_  
Mike Cherry, Member



**QUAY COUNTY  
FISCAL YEAR 2014-2015  
RESOLUTION NO. 54**

Authorization for Transfer of Funds to **County Improvement Fund (649-12)**

**WHEREAS**, at the meeting of the Board of Quay County Commissioners on July 13, 2015 the following was among the proceedings;

**WHEREAS**, the Board of Quay County Commissioners deem it necessary to request this Transfer of Funds

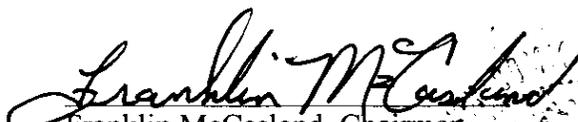
**State Fund 300  
Transfer of Funds**

	<u>FROM</u>	<u>TO</u>
401-99-97649	Transfer to County Improvements	\$200,000.00
649-99-95401	Transfer from General Fund	\$200,000.00

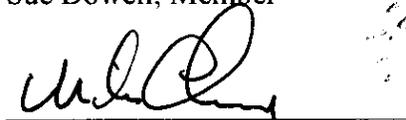
**WHEREAS**, the above activity was not contemplated at the time the final budget was adopted and approved. **Capital Improvements Fund Increase**

**NOW THEREFORE, BE IT RESOLVED** that after approval of the Local Government Division of the Department of Finance and Administration, the above Budgetary Increase and Fund Transfer be made.

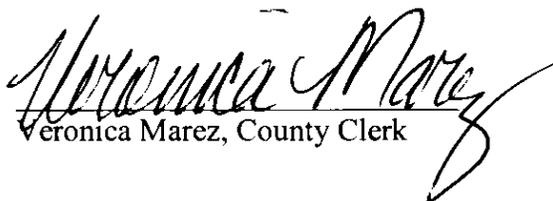
DONE at Tucumcari, County of Quay this 13th day of July, 2015.

  
Franklin McCasland, Chairman

  
Sue Dowell, Member

  
Mike Cherry, Member

ATTEST:

  
Veronica Marez, County Clerk



**QUAY COUNTY  
FISCAL YEAR 2014-2015  
RESOLUTION NO. 55**

Authorization of Budgetary Increase and Transfer of Funds to **Juvenile Detention Fund  
(Fund 610)**

**WHEREAS**, at the meeting of the Board of Quay County Commissioners on July 13, 2015 the following was among the proceedings;

**WHEREAS**, the Board of Quay County Commissioners deem it necessary to request this Budgetary Increase and Transfer of Funds

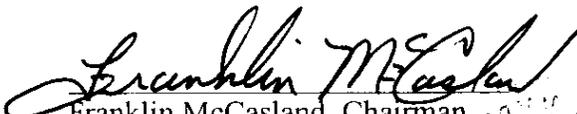
**State Fund 226  
Budgetary Increase and Transfer**

	<u>FROM</u>	<u>TO</u>
401-99-97610 Transfer to Juvenile Detention	\$10,000.00	
610-99-95401 Transfer from General Fund		\$10,000.00
Budget Increase to:		
610-12-41010 Full Time Salaries		\$10,000.00

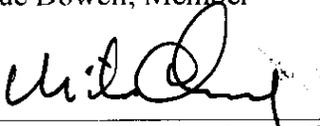
**WHEREAS**, the above activity was not contemplated at the time the final budget was adopted and approved **Juvenile Detention Fund Increase**

**NOW THEREFORE, BE IT RESOLVED** that after approval of the Local Government Division of the Department of Finance and Administration, the above Budgetary Increase and Fund Transfer be made.

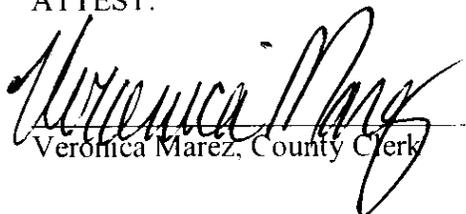
DONE at Tucumcari, County of Quay, State of New Mexico this 13<sup>th</sup> day of July, 2015.

  
Franklin McCasland, Chairman

  
Sue Dowell, Member

  
Mike Cherry, Member

ATTEST:

  
Veronica Marez, County Clerk

