



QUAY COUNTY GOVERNMENT  
300 South Third Street  
P.O. Box 1246  
Tucumcari, NM 88401  
Phone: (575) 461-2112  
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AGENDA  
REGULAR SESSION  
QUAY COUNTY BOARD OF COMMISSIONERS  
August 22, 2016

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

Pledge of Allegiance

Approval of Minutes-Regular Session August 8, 2016

Approval/Amendment of Agenda

**Public Comment**

**Ongoing Business-None**

**New Business**

- I. **Pat Vanderpool, Executive Director, Greater Tucumcari EDC**
  - Presentation of **Quarterly Report – January - March 2016**
  - Presentation of **Quarterly Report – April - June 2016**
  
- II. **Donald Adams, Quay County Fire Marshall**
  - Request Approval of **FY 2016-2017 Resolution No. 19 Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the NMFA – 3,000 Gallon Water Tanker Apparatus with Equipment for Quay Valley/Quay County Fire District**
  - Request Approval of the **2017 Fire Marshal Fire Protection Grant**
  
- III. **Larry Moore, Quay County Road Superintendent**
  - Road Update
  
- IV. **Richard Primrose, Quay County Manager**
  - Request Approval of **FY 2016-2017, Resolution No. 18 – Supporting the 2017 Legislative Priorities of the New Mexico Association of Counties ACT Support**
  - Request Approval of **2016-2017 Mis Amigos Contract**
  - Request Approval of **FY 2016-2017 Resolution No. 20 – Adopting an Infrastructure/Capital Improvement Plan (ICIP)**
  - Correspondence



**V. INDIGENT CLAIMS BOARD**

- Call Meeting to Order
- Request Approval of Indigent Minutes for the July 26, 2016 Meeting
- Review August Claims Prepared by Sheryl Chambers
- Adjourn

**VI. Request Approval of Accounts Payable**

**VII. Request Approval 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**

**August 22, 2016**

**9:00 a.m.**

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 22nd of August, 2016, at 9:00 a.m. at the Commission Chamber, Tucumcari, New Mexico for the purpose of taking care of any business that may come before them.

**PRESENT & PRESIDING:**

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

**OTHERS PRESENT:**

Larry Moore, Quay County Road Supervisor  
Vic Baum, Quay County Assessor  
Gail Houser, Tucumcari Mainstreet Director  
Becky Wallace, Quay County Medical Clinic Administrator  
Cheryl Simpson, Quay County Manager's Office  
Pat Vanderpool, Executive Director, Greater Tucumcari EDC  
Thomas Garcia, Quay County Sun  
Russell Braziel, KTNM Radio  
Steve Hansen, Quay County Sun

The meeting was called to order by Chairman McCasland. Pat Vanderpool led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the August 8, 2016 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”

**PUBLIC COMMENT:** None

**ONGOING BUSINESS:** None

**OLD BUSINESS:** None

## NEW BUSINESS:

Pat Vanderpool, Executive Director, Greater Tuumcari EDC presented a Quarterly Report January-March, 2016. Vanderpool attended a Sales Mission in St. Louis and Kansas City in January. He also attended Quay Day and the 2016 Legislative Session in Santa Fe which he felt was a success. He was able to visit with Representatives. Vanderpool was able to work with the NMAC Economic Development Organization, NEEDO. He proposed they worked with them with primary workforce development issues. One of the issues is Economic Development Marketing. The organization to trying to help with some of the little projects they have in their local communities to look how to structure those projects to help get them off the ground. Vanderpool submitted an application to USDA for a Rural Division Development Grant. The Grant is to look into the employer side of the equation in terms of the workforce development. He also submitted an application for the renovation of the Ethanol Plant. The application was to provide funds to purchase the plant, environmental assessment and insurance.

Vanderpool presented the Quarterly Report April-June, 2016. Vanderpool attended the NM Partnership Site Consultants Fam Tour in Santa Fe. He completed the 4<sup>th</sup> ACT Workforce Academy in Evanston IL in May. Greater Tuumcari EDC reached the goals that ACT established for Quay County in 10 months. Greater Tuumcari Economic Development Corp. received an approval on the USDA Rural Business Development Grant of \$11,500 to help bring someone on staff. EDC closed on the Ethanol Plant first week of June. EDC closed on financing the expansion of the Cheese Plant in the amount \$4.8 million project. EDC began working on establishing a business incubator in Tuumcari.

Commissioner Dowell asked Vanderpool who the supervisor of the person hired through the USDA Grant will be and will it be advertised. Vanderpool responded he will be the supervisor. The Work Ready Committee will determine the hiring process.

Commissioner Dowell asked Vanderpool how will the Work Ready Committee assist people who are interested in being employees. Vanderpool responded programs and classes are in place to assist individuals to become work ready.

Dowell stated people are concerned about failing and what happens next during the process. Primrose stated it's an assessment of their skills and not a pass or fail situation.

Dowell asked what local LEDA Funds can be used for. Vanderpool stated for buildings and equipment.

Richard Primrose, Quay County Manager on behalf of Donald Adams, Quay County Fire Marshall requested approval of FY 2016-2017, Resolution No.19 authorizing and approving submission of a completed application for financial assistance and project approval to the NMFA. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the purchase. MOTION carried. A copy of the resolution is attached and made a part of these minutes.

### Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

Primrose requested approval of the 2017 Fire Marshal Fire Protection Grant for Jordan, Forrest, Rural 1 Fire Departments. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve applying for grant. MOTION carried.

Commissioners Voted:

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

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

1. G Sandoval is starting on phase 2 & 3 of the CDBG Project.
2. Received a close out cost from Engineer Inc. for Phase 4.
3. RPO is held Wednesday in Springer.
4. Crews cleaning and installing cattle guards.
5. Crews built roads up on Quay Rd AP.
6. Crews worked on pot holes
7. Blade men assessing today.
8. Crews working in Logan Cemetery.

Commissioner Dowell asked if anyone has been in touch with Kelley Boney. Primrose stated he had not been in touch with her.

Richard Primrose gave the following County Manager’s Report:

Requested approval of 2017 Legislative Priorities of the NMAC Resolution No. 18. 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 Lease Agreement between Quay County and Mis Amigos Family Services, LLC for office space. The amount will increase from \$400 a month to \$500. A MOTION was made by Mike Cherry, SECONDED Sue Dowell to approve Agreement. MOTION carried. Copy of said Agreement is attached and made a part of these minutes.

Commissioners Voted:

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

Requested approval of adopting an Infrastructure Capital Improvements Plan (ICIP) Resolution No. 20. 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”

CORRESPONDENCE:

1. Received an invoice from NMAC for participation fee fiscal year 2016-2017.
2. Courthouse will be closed September 5 in observance of Labor Day.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to go into session as the Indigent Claim Board. MOTION carried.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry –“YES”

Time noted 10:05 a.m.

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

Return to regular session. Time noted 10:06 a.m.

CHECKS WERE REVIEWED.

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

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry –“YES”

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. The New Mexico Open Meetings Act to Discuss Threatened or Pending Litigation. MOTION carried Dowell voting “aye”, Cherry voting “aye”, McCasland voting “aye”.

Time noted 10:07 am.

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

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

Return to regular session. Time noted 10:46 a.m.

Franklin McCasland, Chairman requested approval to allow the county attorney to intervene with legal action on behalf of Duke Energy on Quay Rd AI. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to allow county attorney to intervene with legal action. MOTION carried.

Commissioners Voted:

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

Under Other Business That May Arise During the Commission Meeting and/or Comments from the Commissioners. Commissioner Cherry, Commissioner Dowell and Chairman McCasland thanked Danny Estrada, Manual Medrano and Lupe Moriel for their hard work during the Quay County Fair. The Commissioners received numerous compliments from the community of how well they kept up with the Fair grounds.

Commissioner Dowell thanked all the volunteers in our community that made a difference by helping with the Quay County Fair.

Commissioner Cherry commended the Rotary Club for the lights that were installed on the T on Tucumcari Mountain.

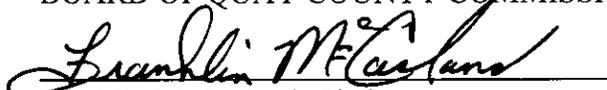
There being no further business, a MOTION was made by Sue Dowell, SECONDED by Mike Cherry to adjourn the regular meeting of the Board of Quay County Commissioners until the next regular meeting set for September 12, 2016 unless sooner called. The Commissioners announced they would be having lunch at Rubee’s and all those in attendance were invited. MOTION carried.

Commissioners Voted:

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

Time noted 10:55 a.m.

BOARD OF QUAY COUNTY COMMISSIONERS

  
Franklin McCasland, Chairman

  
Sue Dowell, Member

  
Mike Cherry, Member

ATTEST:

  
Veronica Marez, Quay County Clerk



**2016-2017  
QUAY COUNTY  
RESOLUTION NO. 19**

**AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED  
APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL  
TO THE NEW MEXICO FINANCE AUTHORITY**

**WHEREAS**, the Quay County ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"), and the Quay County Board of Commissioners ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

**WHEREAS**, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the public project revolving fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Authority for public projects; and

**WHEREAS**, the Governing Body intends to undertake acquisition, construction and improvement of a **3,000 Gallon Water Tanker Apparatus with equipment to comply with the requirements of NFPA 1901, Standard for Automotive Fire Apparatus, 2016 Edition specifications for Quay Valley/Quay County Fire District** ("Project") for the benefit of the Governmental Unit and its citizens; and

**WHEREAS**, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY:**

Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body, be and the same is hereby approved and confirmed.

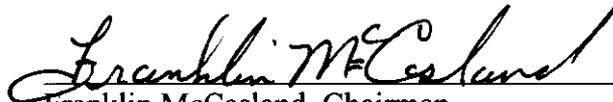
Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review, and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions, including 2016-2017 Resolution No. 13, in conflict with this resolution are hereby rescinded, annulled and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

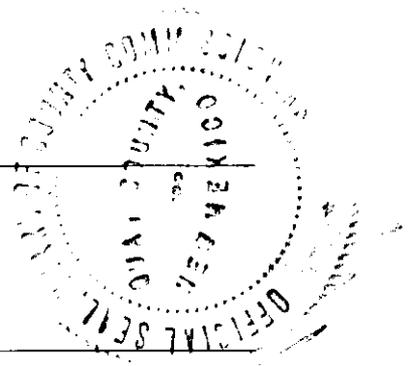
**PASSED, APPROVED AND ADOPTED** this 22<sup>nd</sup> day of August, 2016.

**BOARD OF QUAY COUNTY COMMISSIONERS**

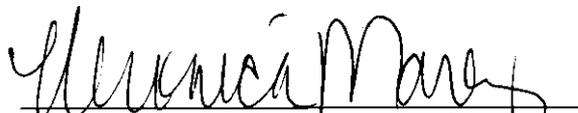
  
Franklin McCasland, Chairman

  
Sue Dowell, Member

  
Mike Cherry, Member



ATTEST:

  
Veronica Marez, Quay County Clerk

**FY2016-2017  
QUAY COUNTY  
RESOLUTION NO. 18**

**A Resolution Supporting the 2017 Legislative Priorities of the  
New Mexico Association of Counties**

**WHEREAS**, in August 2016, the Board of Directors of the New Mexico Association of Counties approved four legislative priorities for consideration by the New Mexico Legislature at its 2017 regular legislative session; *and*

**WHEREAS**, NMAC has requested that the Board of County Commissioners in each of the state's 33 counties discuss and approve a resolution supporting NMAC's legislative priorities; *and*

**WHEREAS**, this is an important step in assuring maximum understanding of, and support for, NMAC's legislative priorities at the county level; *and*

**WHEREAS**, the adoption of such resolutions will enable NMAC to demonstrate to the state legislature strong local and statewide support for NMAC's legislative priorities; *and*

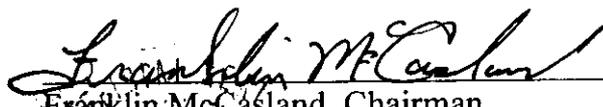
**WHEREAS**, the legislative priorities include support for legislation on the following four issues:

- **Whistleblower Protection Act**  
Support amendments to, among other things, better define the definition of "good faith" by requiring some minimal threshold of evidence to file a claim, narrow the definition of "retaliatory action," limit "unlawful or improper act(s)" to violations of state or federal law, and narrow the universe of individuals to whom a complaint may be communicated as a precondition to filing a claim.
- **New Mexico 911 Act Revision**  
Support an amendment to the 911 surcharge statute (63-9D, NMSA 1978) to ensure all technologies utilizing 911 services are contributing equally to the New Mexico 911 fund.
- **Forfeiture Act**  
Support amendments to the Forfeiture Act that remove unreasonable burdens placed on law enforcement agencies, allow law enforcement agencies to retain forfeited property under limited circumstances, clarify appropriate use of forfeiture, and ensure that due process rights of parties involved are honored.
- **Capital Outlay for Non-Governmental Entities**  
Support recommendations that allow local Board of County Commissioners to: accept, approve, and review non-governmental entities' capital outlay funds and their fiscal impacts to county's finances prior to submission to the state legislature; suspend acceptance of 2017 legislative session capital outlay funds for purchase of vehicles, information technology, and any capital outlay expenditure of less than \$50,000; and authorize the collection of a 3% administrative fee.

**NOW, THEREFORE, BE IT RESOLVED** that the Quay County Board of Commissioners does hereby support the legislative priorities of the New Mexico Association of Counties as set forth above, and urges that legislation incorporating these priorities be enacted by the state legislature during its 2017 regular session.

**ADOPTED** this 22 of August, 2016.

**QUAY COUNTY BOARD OF COMMISSIONERS OF  
TUCUMCARI, NEW MEXICO**



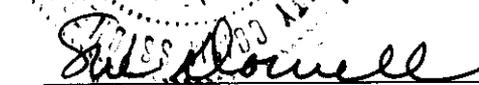
Franklin McCasland, Chairman

For / Against



Mike Cherry, Commissioner

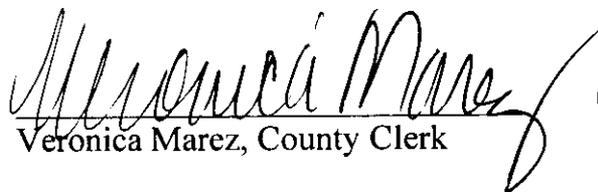
For / Against



Sue Dowell, Commissioner

For / Against

ATTEST:



(Seal)

Veronica Marez, County Clerk

**LEASE AGREEMENT  
BETWEEN QUAY COUNTY AND  
MIS AMIGOS FAMILY SERVICES, LLC  
FOR OFFICE SPACE**

THIS AGREEMENT is made this 22 day of August, 2016, by and between the County of Quay, a political subdivision of the State of New Mexico, by and through its duly elected Board of Commissioners, herein referred to as "Lessor" and Mis Amigos Family Services, LLC, hereinafter referred to as "Lessee".

WHEREAS, Lessor is the owner of certain real property located at 109 E. Main Street, Tucumcari, New Mexico, in which is located office space; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor the office space at 109 E. Main Street (hereinafter referred to as the "Premises"), upon the terms and conditions set forth herein.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and agreements set forth herein, the parties do hereby agree as follows:

1. **LEASE.** Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor the Premises.
2. **TERM.** The primary term of this Lease begins on September 26, 2016 and ends September 26, 2017, with parties having the option to renew as provided herein.
3. **OPTION TO RENEW.** The parties may renew this Lease Agreement for an additional one (1) year period, not to exceed a total of five (5) years, upon the same terms as provided herein. During the renewal terms, either party may terminate this Lease, upon sixty (60) days written notice to the other party.
4. **RENT.** The lease amount shall be paid in monthly installments of Five Hundred Dollars (\$500.00) each, which sum shall be paid on the first day of each month during the term of this Lease. Lessee may prepay any installment or installments of rent at any time, provided, however, that such prepayment shall not be in excess of nine (9) months annual rental without the prior written consent of Lessor. All rentals required by the terms of this Lease shall be paid in lawful money of the United States or by check or draft of the Lessee, or someone acting for the Lessee, redeemable in lawful

money of the United States, and shall be paid to Quay County Treasurer, P. O. Box 1246, Tucumcari, NM 88401 (check shall reference property), or at such other address as Lessor may from time to time furnish Lessee for this purpose.

5. USE OF PREMISES. Lessee covenants and agrees that it will use and occupy the Premises only as a business office or for related family services or family support activities, and for no purpose without having first obtained the written consent of the Lessor. In the event Lessee fails to utilize and occupy the Premises as a business office or for activities reasonably related thereto without having first obtained the written consent of Lessor, Lessor shall have the option to terminate this Lease, and to re-enter the Premises as hereinafter set forth. Notwithstanding anything contained herein to the contrary, in no event shall the Lessee use the Premises in any way which will increase the risks covered by insurance on the Premises and result in a cancellation of any insurance required to be obtained by this Agreement, even if such a use would otherwise be in furtherance of Lessee's business purposes.

Lessee, at its expense, shall conform with and comply with all applicable regulations, ordinances and laws relating to the use and occupancy of the Premises.

6. WASTE, NUISANCE OR UNLAWFUL ACTIVITY. Lessee shall not allow waste or nuisance on the Premises, or use or allow the Premises to be used for any unlawful activity. Lessee shall see that all persons coming on the Premises shall use the Premises in an orderly courteous, and safe manner, with due regard of the rights of others who may be using the Premises.
7. UTILITIES. Lessee shall pay for the following utilities serving the premises during the term of this Lease: electricity, gas, telephone service, water, trash, sewer and janitorial. All payments shall be made by the Lessee directly to the utility company furnishing such service, so that neither the Lessor nor the Premises shall be or become liable for any such rate, rentals or charges.
8. REPAIRS AND MAINTENANCE. During the term of this Lease and all renewals thereof, Lessee shall make, at its own expense, all repairs needed to maintain the Premises in good condition and repair, including such repairs, alterations and maintenance as may be necessary to impede normal wear and tear, or as may be necessary in order that the Premises, including the improvement or fixtures thereon, shall conform to the lawful requirements, laws, ordinances, directions of proper public authorities, and the requirements of all policies of insurance in force relating to the Premises, except those repairs and maintenance which are the responsibility of Lessor. Lessee shall indemnify, defend and save lessor free and harmless from any claim, penalty, or damage or charge imposed for the violation of such laws, ordinances, rules and regulations, whether occasioned by the neglect of Lessee, or any agent or person in the employ of Lessee, or any person contracting with Lessee.

Lessor will be responsible for outside of the building, roof, glass, lawn, cooling and heating systems, electrical, plumbing, grounds, landscaping, parking lot, external doors, outdoor security lighting, sprinkler system, and any damages which are caused by Lessor's failure to maintain the items for which it is responsible.

9. LIABILITY OF LESSEE. Lessee agrees to defend, indemnify and save Lessor harmless against any and all loss, damage, claim or expense arising out of the use of the Premises by Lessee, its agents, employees, invitee or trespassers, or out of any accident or other occurrence arising out of the use of the Premises, causing injury to any person whomsoever, or property whatsoever, due directly or indirectly to the use of the Premises or any part thereof by Lessee, its agents, employees, customers, patrons or other persons using the leased Premises.

Lessor shall not be liable to Lessee or any person for any damage or injury arising out of the use of the Premises by Lessee to any person or property occasioned by Lessee's use. Lessee agrees and covenants to defend, indemnify and save harmless Lessor from all such liability and expense in connection with Lessee's use of the Premises.

10. LESSOR'S ACCESS TO THE PREMISES. Lessor, its agents or employees, shall have the right to enter the Premises during normal business hours to inspect said Premises. Notwithstanding anything contained herein, Lessor shall have no duty whatsoever to make any inspection, and lessor shall not be held liable for any failure to discover, observe, or remedy any defects on or about the Premises. In addition, Lessor shall have the right to enter the Premises during normal business hours during the last ninety (90) days of the term of this Lease or any renewal or extension thereof, for the purpose of exhibiting the Premises to prospective Lessees. Lessor shall inspect the Premises with Lessee at the beginning of this Lease.

11. ALTERATIONS OR ADDITIONS. Provided Lessee is not in default under the terms of this Lease, Lessee may, at its own expense, alter and/or modify the Premises, including the internal structures, installations and improvements located upon the Premises, as Lessee shall so elect. The construction and/or alteration of the Premises shall be done in a good and workmanlike manner and in conformity with all applicable laws, ordinance, restrictions and regulations. Notwithstanding anything contained herein to the contrary, Lessee may, without Lessor's prior approval, make only those changes to the improvements which do not constitute a material change in the structure and which do not impair the quality, lessen the utility, or decrease the value of the Premises. All plans for such material changes must first be submitted to and receive the approval of the Lessor. Lessor agrees to respond promptly to each request for approval. At the termination of the Lease, all alterations and modifications shall become the property of the Lessor.

12. MECHANIC'S AND MATERIALMEN'S LIENS. No liens of any mechanic, materialman, laborer, architect, artisan, contractor, subcontractor or any other lien of any kind whatsoever, shall be created against or imposed upon the Premises, or any part thereof.

13. INSURANCE. At all times during the term of this Lease, and any renewal or extension thereof, Lessee will, at its sole cost and expense, and as additional rent hereunder procure and maintain, with insurers authorized to do business in the State of New Mexico and which are of generally recognized responsibility and acceptable to Lessor the following insurance coverages:

A. A policy of public liability insurance covering bodily injury and property damage liability. Said public liability insurance shall be provided by one of the following methods:

(1) Lessee shall secure an endorsement to its own comprehensive general liability insurance policy, including Lessor as a named insured therein, insofar as much policy covers the Premises, which policy shall provide not less than \$1,000,000 combined single limit bodily injury/property damage coverage.

(2) Lessee shall secure an owner's, landlord's and tenant's protective liability policy, or other appropriate type of policy covering the Premises and Lessor and Lessee, with the same limits and coverage as set out in Paragraph 13A above.

B. All insurance required by this section shall be effected under valid and enforceable policies upon the commencement of the term hereof, and Lessee shall deliver to Lessor true and correct copies of the insurance policy or policies required.

C. All of such policies shall provide that Lessor shall receive not less than ten (10) days notice prior to any cancellation, material change, in terms of coverage, or reduction of the coverage evidence by such policy or policies of insurance.

14. DAMAGE OR DESTRUCTION. In the event the Premises, or any portion thereof, are destroyed and inhabitable by any cause whatsoever, including but not limited to acts of God, this Lease shall terminate.

15. CONDITIONS OF DEFAULT, REMEDIES OF LESSOR; SECURITY FOR PERFORMANCE. If at any time during the term of this Lease or any renewal or extension thereof, Lessee shall:

- A. Default in the payment of any fixed monthly rent or any other sums specifically to be paid by Lessee hereunder and such default shall not have been cured with ten (10) days after written notice has been given to Lessee specifying that such payment is due; or
- B. Default in the observance or performance of any of the Lessee's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Lessee, and such default shall not have been cured within fifteen (15) working days after Lessor shall have given Lessee written notice thereof specifying such default; provided, however, that if the default complained of shall be of such nature that the same cannot be completely remedied, or cured within such fifteen (15) day period, then such default shall not be an enforceable default against Lessee for the purposes of this paragraph if Lessee shall have commenced curing such default within such fifteen (15) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of.

Then, in any such event, Lessee shall be in default under the terms of this Lease and Lessor shall have the following remedies:

- A. Lessor may sue to collect any and all sums which may accrue to Lessor by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease.
- B. Lessor may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease.
- C. Lessor may, without further notice to Lessee and without demand for rent due or form the observance or performance of any of said terms, conditions or agreements, terminate this Lease, re-enter the Premises and remove all persons and property therefrom, using such force as may be necessary.
- D. If Lessee shall at any time be in default in fulfilling any of the covenants of this Lease, Lessor may, but shall not be obligated to do so, and without notice to or demand upon Lessee, take or cause to be taken such action or made such payment as may be required by such covenant, at Lessee's risk and expense, and all expenses, costs, and liabilities of Lessor incurred in accordance with the terms of this paragraph shall be deemed additional rental hereunder, and shall be paid to Lessor on demand, together with interest at the rate of 15% annum.

E. The remedies of Lessor hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Lessor may be entitled in law or in equity. The failure of Lessor to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment of the future of such or any other covenant or option, nor shall the receipt by Lessor of rent with knowledge of any default by Lessee, or any other action of Lessor except a waiver expressed in writing signed by Lessor, be deemed a waiver of such default, nor shall the acceptance of Lessor of any sum of rental less than the sum provided for in .to pay the full rental provided herein. The acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. ASSIGNMENTS, LEASES AND SUBLEASES. Lessee shall not assign any interest under the terms of this Lease without the prior written consent of Lessor first being obtained. Before any assignment of the Lease shall become effective, the assignee shall in writing assume and agree to be bound by all the covenants, agreements, terms and conditions of this Lease.

No assignment, sublease, or transfer of interest in whole or in part made by Lessee or any subsequent assignee or transferee in interest shall operate to discharge or abate any obligation hereunder made or hereafter assumed by Lessee or any assignee or sublessee or transferee.

A consent by Lessor to one assignment shall in no event be a consent to a subsequent assignment, sublease, or occupation by other persons.

Any unauthorized assignment or sublease shall, at the option of Lessor, be void and shall terminate the Lease.

17. SURRENDER. Lessee covenants and agrees to deliver up and surrender possession of the Premises to Lessor at the termination of this Lease, by expiration of the term or otherwise, in as good condition and repair as the same shall be at the commencement of this Lease, and in as good condition and repair as shall be required of Lessee during the term hereof, excepting only natural wear and decay which cannot reasonably be arrested by regular repair and maintenance.

18. OWNERSHIP OF BUILDING, STRUCTURES AND OTHER IMPROVEMENTS.

All buildings, structures, installations and other permanent structural improvements presently existing or which may hereafter be erected or placed upon the Premises, whether by Lessor or Lessee, shall be and remain the property of Lessor, and Lessor shall derive all benefits of such ownership, including all benefits accruing to Lessor by law from depreciation thereof.

19. SUMS DUE LESSOR A LIEN. Subject to the other provision contained in this Lease Agreement, all sums which shall become due to Lessor on account of any provision whatsoever of this Lease are and shall always constitute a valid lien upon any and all goods, chattels and other property belonging to the Lessee and located upon the Premises.
20. NOTICES. At any notice provided for herein shall be sufficiently given if served personally or if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party to whom the notice is to be served. If either the Lessor or Lessee shall at any time change its name, or if there be an assignment or other disposition of lease rights by either party, or if either party changes the place of address to which such notice or communication shall be sent, written notice of such communication shall be given to the other party. Until further notice in writing is served, any notice or communication with reference to the Lease Agreement addressed to Lessor may be addressed to Quay County Manager, P. O. Box 1246, Tucumcari, NM 88401, and any such notices or communication addressed to Lessee may be addressed to Sheryl Aspelin and Johnny Sanchez, Mis Amigos Family Services, LLC, \_\_\_\_\_, Tucumcari, NM 88401. Notices given as provided herein shall be deemed effectively given as of the date of personal delivery or as of the third business day following the date of deposit of same for mailing in the United States Post Office.
21. COVENANTS RUN TO SUCCESSORS, ASSIGNS, ETC. It is agreed that all covenants, conditions, agreements and undertakings in this Lease shall extend to and be binding upon the parties hereto, and their appointed heirs, successors, personal representative and assigns.
22. ENTIRE AGREEMENT. The parties hereto agree that this Lease incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and that all covenants, agreements and understandings have been merged into this Lease. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable.
23. INVALIDITY OF PARTICULAR PROVISIONS. If any term or provision of this Lease or the application thereof to any person or circumstances shall be held invalid or unenforceable, the remainder of this Lease or the application of such term or provision to other persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby. Each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

24. AMENDMENTS. The parties hereto agree that this Lease Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

25. TIME OF ESSENCE. Time shall be of the essence in the performance by the parties of all the terms, conditions and provisions herein contained.

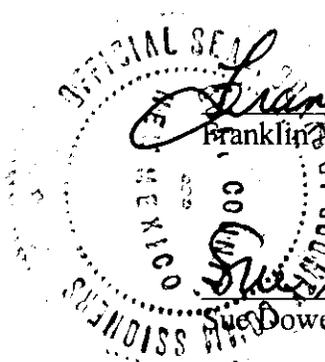
IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the date first written above.

LESSOR:

LESSEE:

QUAY COUNTY  
BOARD OF COMMISSIONERS

MIS AMIGOS FAMILY SERVICES, LLC



*Franklin McCasland*  
Franklin McCasland, Chairman

Sheryl Aspelin

*Sue Dowell*  
Sue Dowell, Member

Johnny Sanchez

*Mike Cherry*  
Mike Cherry, Member

ATTESTED:

*Veronica Marez*  
Veronica Marez, County Clerk



# QUAY COUNTY GOVERNMENT

FISCAL YEAR 2016-2017

## RESOLUTION NO. 20

### A RESOLUTION ADOPTING AN INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP)

**WHEREAS**, The County of Quay recognizes that the financing of capital projects has become a major concern in New Mexico and nationally; and

**WHEREAS**, in time of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

**WHEREAS**, a systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

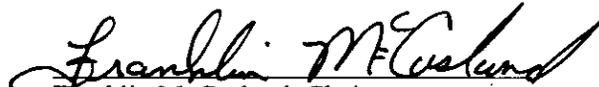
**WHEREAS**, this process contributes to local and regional efforts to project identification and selection in short and long range capital planning efforts.

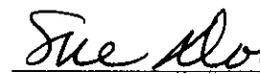
#### **NOW, THEREFORE, BE IT RESOLVED AND ORDERED:**

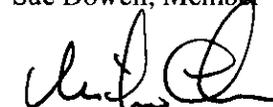
1. The county has adopted the attached Infrastructure Capital Improvements Plan, and
2. It is intended that the plan be a working document and is the first of many steps towards improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This resolution supersedes Resolution No. 4 for FY 2015-2016

**PASSED, APPROVED AND ADOPTED** by governing body at its meeting of August 22<sup>nd</sup>, 2016.

#### QUAY COUNTY COMMISSION

  
Franklin McCasland, Chairman

  
Sue Dowell, Member

  
Mike Cherry, Member

ATTEST:

  
Ellen White, Deputy Quay County Clerk

