



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 June 10, 2013

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session May 28, 2013

Approval/Amendment of Agenda

Public Comments

Ongoing Business

New Business

I. Paul Quintana, WQM Farms

- Request Approval of Application to Subdivide the SW1/4 of Section 27, Township 11 North, Range 31 East also known as the 6100 Block of Quay Road AK as the Saddleback Acres Subdivision

II. Larry Moore, Quay County Road Superintendent

- Roads Update

III. Richard Primrose, Quay County Manager

- Request Approval of 2012-2013 Resolution No. 29 General Fund Budget Transfer
- Request Approval of 2012-2013 Resolution No. 30 Nara Visa Fire Budget Increase
- Request Approval of 2012-2013 Resolution No. 31 DWI Distribution Fund Budget Increase
- Request Approval of Xerox Lease Contract for Copier Equipment
- Request Approval of DWI Contracts for Building Lease and Billboard Lease for FY 2014
- Correspond



DOC #CH-00311

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Fee (No FieldTag Finance TotalFees found)

Quay County, NM Veronica Marez, County Clerk

Pages: 19



REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

June 10, 2013

9:00 a.m.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 10th day of June, 2013 at 9:00 a.m. in the Commission Chambers of the Quay County Courthouse, Tucumcari, New Mexico, for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

Mike Cherry, Member/Acting Chairman
Sue Dowell, Member
Ellen L. White, Chief Deputy County Clerk
Richard Primrose, County Manager

OTHERS PRESENT:

Larry Moore, Quay County Road Superintendent
Cheryl Simpson, Quay County Manager's Office
Janie Hoffman Quay County Assessor
Becky Wallace, Presbyterian Health Services
Warren Frost, Legal Counsel for Quay County
Paul Quintana, WQM Farms
The following citizens: Bob Morgan, Drake Swenson, Christina Fleming, Ray Nicoley, Eddie Howell and Robert Sensenig

Commissioner Mike Cherry called the meeting to order. Larry Moore led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the May 28, 2013 regular commission meeting. MOTION carried with all members voting "aye".

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

PUBLIC COMMENTS: Commissioner Cherry stated if there are people present to make public comments regarding Item No. 1 of the agenda concerning the Saddleback Acres Subdivision, they will be given ample time during that presentation. With that being said, there were no comments at this time.

ONGOING BUSINESS: None

Paul Quintana, WQM Farms requested approval to subdivide a portion of SW¼ of Section 27, Township 11 North, Range 31 East, to be called Saddleback Acres Subdivision which lies along the 6100 block of Quay Road AK. Quintana stated this subdivision consists of four five (5) acres tracts and has been approved by the R.A.D. Water Users Cooperative indicating ample water. The meters have already been paid for on each of the lots.

Chairman Brad Bryant joined the meeting telephonically. Time noted 9:10 a.m. Ellen White informed Bryant of the meeting status and current presentation by Quintana.

County Manager Richard Primrose informed the Commissioners that WQM Farms was in total compliance with County and State regulations regarding this Subdivision. Primrose stated on May 14, 2013 Quintana supplied the county with an application, disclosure statement and plat. All documentation was presented and the only lacking documentation pending was approval by the RAD Water Coop. Primrose attended the RAD Water Coop meeting on May 7, 2013 to discuss the process for any new Subdivision within their boundaries. A letter of approval was then supplied to the County by RAD on May 30, 2013. Primrose said at that point, the application process was complete. Letters were mailed to all residents who appealed the first application of the Subdivision notifying them of today's meeting. With that, Primrose recommended approval of the Subdivision.

Commissioner Dowell clarified the lot sizes in the Subdivision for the record indicating they are 5 acre parcels. Dowell also asked Primrose again if the Subdivision complied with all county and state regulations. Primrose said yes, in his opinion it does.

Commissioner Cherry welcomed public comments regarding the proposed Subdivision.

Bob Morgan said he resides on Quay Road AK. Morgan said as a former board representative of RAD he knows what the water situation is in that area. He indicated there is only a three inch line that provides water to the users in that area and it already barely trickles out during the summer months. He does not believe RAD should have made that determination. He believes eventually RAD will charge the residents in that area for new lines because of this Subdivision. Morgan also voiced his concerns of the condition of Quay Road AK due to extensive traffic, lack of maintenance and law enforcement. Morgan fears this Subdivision will turn into an eye sore like the Tu-Cam Subdivision and believes it's not possible to sell lots in that area for \$30,000.00. Morgan said the Tax Assessor will raise everyone's taxes in that area if a lot sells for that. Morgan said this needs postponed until RAD can get their act together and better roads are available.

Robert Sensenig echoed Morgan's concerns.

Christina Fleming read a statement regarding her concern of the Subdivision which she left for the record and is attached and made a part of these minutes.

Drake Swenson stated Quay County does not need another unrestricted trailer park like Tu-Cam and requested the Board vote no regarding this Subdivision.

Janie Hoffman, Quay County Assessor informed those in attendance of the State Statues regarding raising taxes to ensure those present understand how and when assessments can be raised. The rules and regulations they are required to follow are law and as long as you own your property the assessed value will never increase more than 3% per year by New Mexico Statute.

Warren Frost, Legal Counsel for Quay County replied to Mr. Morgan's concern regarding additional or larger lines as a result of the Subdivision. Frost stated the land in question is already on the water line and has service so it is simply not true that it will create an additional burden to residents in that area. Secondly Frost said the concerns of the citizens are simply concerns and not legal or valid reasons for the Commission to not approve the Subdivision. Most residents who choose to live outside a municipality do so to avoid restrictions on their property. The County could certainly zone the unincorporated areas of Quay County but the negative response to those restrictions would far out way the few concerns of today.

Frost said the developer has and will comply with all terms set forth in the disclosure statement and the County has a legal obligation to approve the Subdivision as submitted.

Eddie Howell stated he does experience water pressure levels dropping already without additional use.

Bob Morgan said RAD does not have an Engineer or anyone else experienced enough to determine if the water availability is sufficient.

Christina Fleming added the maintenance supervisor for RAD told her the lines could not handle this additional Subdivision. She also mentioned this Subdivision does not benefit anyone but the Developers who are a special interest group.

Drake Swenson informed the Commissioners that when he attended a RAD Water Users Cooperative meeting he was told that area is using electrical conduit to run water through and not water lines. For RAD to say they have a handle on this issue is just hear say. They have recently run a new mile to a RAD Board Member that is already going to create problems for the residents.

Commissioner Sue Dowell stated the County and State laws regarding Subdivisions have been met by this developer. She indicated the laws are written to provide a way for owners to subdivide land and channel things properly by law. Dowell believes each and every step has been completed in accordance with law. These citizens have followed the law and every procedure necessary to subdivide these parcels correctly. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve Saddleback Subdivision. MOTION carried with Dowell voting "aye", Cherry voting "aye" and Chairman Bryant abstaining.

Chairman Bryant left the meeting. Time noted 9:35 a.m.

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

1. The CAP payment was received in the amount of \$251,152.00.
2. The final CDBG payment was received in the amount of \$256,546.24.
3. Culverts along Quay Road AD have been installed.
4. Blades are working in areas of moisture throughout the County.

Commissioner Dowell requested follow up information regarding a road in the House area the Stowe's and Runyan's live along. Moore will drive that area and report back at the next meeting.

County Manager, Richard Primrose gave the following report:

1. Requested approval of Resolution No. 29; Authorization of Budget Transfer. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve said item. MOTION carried with all members voting "aye". A copy is attached and made a part of these minutes.
2. Requested approval of Resolution No. 30; Authorization of Budget Increase to Nara Visa Fire Fund. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve said item. MOTION carried with all members voting "aye". A copy is attached and made a part of these minutes.
3. Requested approval of Resolution No. 31; Authorization of Budget Increase to DWI Distribution Fund. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve said item. MOTION carried with all members voting "aye". A copy is attached and made a part of these minutes.

4. Requested approval of the Xerox copier lease for the Road Department and Assessor's Office. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve said Contract. MOTION carried with all members voting "aye". A copy is attached and made a part of these minutes.
5. Requested approval of the Agreement between Quay County and San Jon Billboards Unlimited for the DWI Program. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve said Agreement. MOTION carried with all members voting "aye". A copy is attached and made a part of these minutes.
6. Requested approval of the Rental Agreement between Quay County and the Quay County DWI Program for office space located at 113 E Main Street in Tucumcari. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve said Agreement. MOTION carried with all members voting "aye". A copy is attached and made a part of these minutes.
7. Received a letter from NM Department of Finance and Administration giving preliminary approval of the 2013-2014 annual budget with guidelines for final submission.
8. Provided a copy of May RPHCA Report from the Quay County Family Health Center.
9. Primrose and Commissioner Cherry attended the Clovis and Nara Visa meetings regarding the "Lesser Prairie Chicken. Dr. Tuggle, Federal Regional Director, has agreed to meet with the groups in this area to discuss their concerns around the 10th or 11th of July in Portales.
10. Had a conference call regarding Sole Community Provider funding. Quay County should be receiving a refund which is not good news for the Hospital regarding the 3 to 1 matching funds for next year. Refunds indicate less will be available for next year.

CHECKS WERE REVIEWED. Commissioner Dowell asked for clarification regarding expenditures to the following: Casselle and Santa Rosa Medical Clinic. Also discussed were purchases by Rural Fire Districts 1 and Nara Visa Fire District for purchase of fuel. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve payments. MOTION carried with all members voting "aye".

Under Other Business: Commissioner Dowell referenced correspondence of the joint efforts by NM Expo and the NMAC to encourage participants from each County in the State Fair Queens Contest.

Commissioner Cherry requested a ten minute break. Time noted 10:00 a.m. to 10:10 a.m.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell, to go into Executive Session pursuant to the Open Meetings Act pursuant to Section 10-15-1(H)8 to discuss the purchase, acquisition or disposal of real property or water rights. MOTION carried with Cherry voting "aye" and Dowell voting "aye". Time noted 10:15 a.m.

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

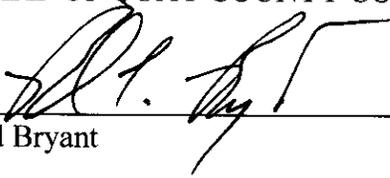
Return to regular session. Time noted 10:35 a.m.

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

There being no further business, a MOTION was made by Mike Cherry, SECONDED by Sue Dowell to adjourn the regular meeting of the Board of Quay County Commissioners until the next regular meeting set for Monday, June 24, 2013 at 9:00 a.m. unless sooner called. The Commissioners announced they would be having lunch at the Cornerstone Deli and all those in attendance were invited. MOTION carried with all members voting "aye". Time noted 10:40 a.m.

Respectfully submitted by Ellen White, Chief Deputy County Clerk.

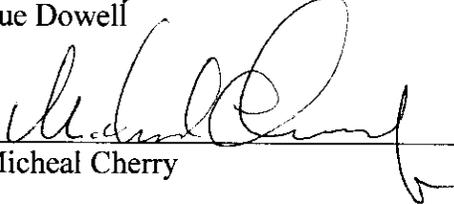
BOARD OF QUAY COUNTY COMMISSIONERS



Brad Bryant

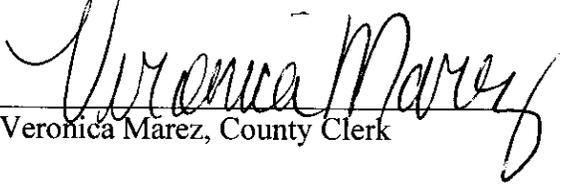


Sue Dowell



Micheal Cherry

ATTEST:



Veronica Marez, County Clerk



Good morning,

The neighbors of the proposed Saddleback subdivision are here today to ask the commissioners to do the right thing by voting “no” on its approval.

Mr. Bryant, you should abstain from voting all together. According to the Journal of Business Ethics, the definition of a conflict of interest is “...a situation in which a person has a private or personal interest sufficient to appear to influence ... his or her official duties as a public official...” Sharing office space and insurance business interests and with Mr. Wiegel of WQM Farms is more than enough to meet this definition. The appearance of influence is obvious to all of us, why would it not be to you and the Commission?

According to the comment portion of section 10-16-2 of the Governmental Conduct Act, the Attorney General’s document that outlines how public officials in New Mexico should conduct themselves; “Nothing undermines confidence in government more than a real or perceived culture of corruption—where... powers are, or appear to be, for sale by the officials to whom they have been entrusted. When officials are or seem to be “lining their own pockets” or enriching their political treasuries in exchange for conducting the business of government, the public becomes appropriately outraged. Government officials and employees are supposed to manage public property and provide services by applying the law as it is written and in ways **that best serve the public interest -- not to allow officials or their friends or families to profit personally by dealing in their public trust.**”

Section 10-16-4 comments from the same Act state; “Any time a state or local government employee has a personal interest that could reasonably be perceived as unduly influencing the employee’s conduct in a particular matter contrary to the public interest, the employee should disclose the interest, at a minimum, and refrain from acting or participating in the matter...”.

Ms. Dow, the last time the Commission addressed the subdivision issue you stated that you “had no choice” but to vote “yes” on the subdivision because it appeared to have “met all the criteria”. I want to clarify the commissioner’s duties after having the ordinance reviewed. Certainly a subdivision must meet the technical criteria as defined by ordinance. The reason the commission is asked to vote on the matter is to ensure that the County comply with the **broad purpose of their own county plan and provide for the general welfare of its citizens and not simply appease the plans of special interest groups who do not have the best interest of citizens in mind.** The subdivision may meet the criteria as defined by the ordinance but it does not serve the general welfare or greater good of the citizens of the neighborhood or Quay County. Nor does it protect our safety, property values, scenic vistas, agricultural lifestyles or in any way preserve the agricultural land of Quay County while combatting blight; criteria specifically stated in the County Planning guide, which I pray that you have all read by now.

When I moved to Quay County 8 years ago we purchased multiple contiguous parcels of land in order to preserve and reestablish our farm. One parcel we purchased from this same group of developers being discussed here today. After closing, we went to transfer water rights only to discover that the amount we had just been sold did not match what was actually on our new property, it was far less. We also

quickly discovered that water assessments on those water rights were in default and had not been paid in many years. My husband and I learned in the very first week of living here how this group of individuals does business. Others know it, you know it, yet we sit here today having a discussion if this subdivision should be allowed. The answer is a resounding NO!

No one wants more blight, crime or filth in Quay County and I can guarantee none of you want it next to your home...including the developers! So I have one question for each of you and would like to you to answer truthfully with a simple yes or no. Would you want unrestricted lots next to YOUR property?

Christine Fleming

6/10/13

**QUAY COUNTY
FISCAL YEAR 2012-2013
RESOLUTION No. 29**

Authorization of Budget Transfer-**General Fund (Fund 401)**

WHEREAS, at meeting of the Board of Quay County Commissioners on June 10, 2013 the following was among the proceedings;

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

**State Fund 101
Budget Transfer**

		<u>FROM</u>	<u>TO</u>
401-12-42050	Health/Life/Disability Ins.	\$ 1,900.00	
401-45-42050	Health/Life/Disability Ins.		\$ 1,900.00

WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **January 1, 2013 Change of Personnel with increased Insurance Benefit Costs**

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

DONE at Tucumcari, County of Quay this 10th day of June, 2013.

Brad Bryant, Chairman

Sue Dowell
Sue Dowell, Member

Mike Cherry
Mike Cherry, Member

ATTEST:

Veronica Marez
Veronica Marez, County Clerk



**QUAY COUNTY
FISCAL YEAR 2012-2013
RESOLUTION NO. 30**

Authorization of Budgetary Increases to **Nara Visa Fire Fund (410)**

WHEREAS, at meeting of the Board of Quay County Commissioners on June 10, 2013 the following was among the proceedings;

WHEREAS, the Board of Quay County Commissioners deems it necessary to request this Budgetary Increase

**State Fund 209
Budgetary Increase**

	<u>DEBIT</u>	<u>CREDIT</u>
<u>Nara Visa Fire</u>		
410-12-46045 Protective Clothing	\$28,000.00	
410-12-48900 Capital Outlay	\$12,000.00	

WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **Budgeting Cash Balance for purchase of Bunker Gear and Water Tank with Pump**

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

DONE at Tucumcari, County of Quay, this 10th day of June, 2013.

Brad Bryant, Chairman

Sue Dowell

Sue Dowell, Member

Mike Cherry

Mike Cherry, Member

ATTEST:

Ellen L. White, Chief Deputy
Veronica Marez, County Clerk

**QUAY COUNTY
FISCAL YEAR 2012-2013
RESOLUTION NO. 31**

Authorization of Budgetary Increase to **DWI Distribution Fund (622)**

WHEREAS, at meeting of the Board of Quay County Commissioners on June 10, 2013 the following was among the proceedings;

WHEREAS, the Board of Quay County Commissioners deems it necessary to request this Budgetary Increase

**State Fund 223
Budgetary Increase**

	<u>DEBIT</u>	<u>CREDIT</u>
<u>DWI Distribution</u>		
622-00-37070 State Formula-Dist(DFA)		\$, 2,267.43
622-12-48900 Minor Equipment	\$ 2,267.43	

WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **Increase in Revenue**

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

DONE at Tucumcari, County of Quay, this 10th day of June, 2013.

Brad Bryant, Chairman

Sue Dowell
Sue Dowell, Member

Mike Cherry
Mike Cherry, Member

ATTEST:

Veronica Marez
Veronica Marez, County Clerk

Lease Agreement



Customer: QUAY, COUNTY OF

BillTo: QUAY COUNTY
ASSESSOR OFFICE
P O BOX 1246
TUCUMCARI, NM 88401-1246

Install: QUAY COUNTY
ASSESSOR OFFICE
300 S 3RD ST
TUCUMCARI, NM 88401

Negotiated Contract : 072471800

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. W7835PT (W7835PT TANDEM)	<ul style="list-style-type: none"> - 1 Line Fax - McAfee Integrity Kit - Scan To Pc Dtop Se25 - Wireless Print Kit - Customer Ed - Analyst Services 	Lease Term: 60 months Purchase Option: FMV	5/20/2013

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Color	Volume Rate	Per Page Rate	
1. W7835PT	\$156.01	1: BLACK 2: COLOR	All Prints All Prints	\$0.0072 \$0.0553	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$156.01	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page		Thank You for your business! This Agreement is proudly presented by Xerox and	
Signer: <i>Richard Primrose</i>	Phone: <i>575-461-2112</i>	Johnatha Buckmister (575)627-0055	
Signature: <i>Johnatha Buckmister</i>	Date: <i>6/10/2013</i>	For information on your Xerox Account, go to www.xerox.com/AccountManagement	



Lease Agreement



Bill To: QUAY COUNTY
 ASSESSOR OFFICE
 P O BOX 1246
 TUCUMCARI, NM 88401-1246
 Negotiated Contract 072471800

Install: COUNTY OF QUAY
 ROAD DEPT
 1306 E MAIN ST
 TUCUMCARI, NM 88401-2508

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. W7830PT (W7830PT TANDEM)	- 1 Line Fax - Mcafee Integrity Kit - Scan To Pc Dtop Se25 - Wireless Print Kit - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	6/4/2013

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Color	Volume Band	Per Print Rate	
1. W7830PT	\$151.84	1: BLACK 2: COLOR	All Prints All Prints	\$0.0082 \$0.0553	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$151.84	Minimum Payments (Excluding Applicable Taxes)			

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

PRICING PLAN/OFFERING SELECTED:

2. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement

GENERAL TERMS & CONDITIONS:

3. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

SAN JON BILLBOARDS UNLIMITED

OUTDOOR ADVERTISING

2610 S. 4th
TUCUMCARI, NM 88401
575-403-7444

Billboard Advertising Agreement

Advertiser: QUAY COUNTY DWI
 Company: QUAY COUNTY
 Address: PO BOX 1246
 City: TUCUMCARI State: NEW MEXICO Zip: 88401

San Jon Signs, subject to the provisions and statements noted on this contract form, will paint and install one (1) advertising display for 12 months, beginning on the effective date of the 1st of the month immediately following installation of display.



Highway	Sign No.	Description	Size	Reflector	Lighted	Other
I-40	6521	BILLBOARD	12 x 48	NO	YES	1 YEAR TERM

.01 W OF mm 355

Summary of Costs

1. Monthly Display cost (includes applicable state and/or local taxes) \$ 300.00
 2. Reflectorization Charges
 Sq. ft. used @ \$ _____ per Sq. ft. = \$ _____ + tax _____ = total cost \$ _____
 - One Time Payment of \$ _____
 - Monthly Payments (Total Cost divided by number of months remaining on contract) \$ 300.00
 3. Lighting Charges (Specify): _____ \$ INCLUDED
 4. Other Charges (Specify): _____ \$ NONE
5. TOTAL MONTHLY AMOUNT DUE \$ \$300.00

Signed and Accepted: Signature(s) below indicate agreement with and acceptance of all terms and conditions of this contract as detailed both sides of this document.

Advertisers: 
 Signature

6/10/2013
 Date

Brad Bryant, Chairman
 Printed

85-6000238
 Fed. Tax ID #

by: Mike Cherry, Acting Chairman

CONDITIONS OF ADVERTISING CONTRACT

1) **EFFECTIVE DATE :**

The effective date of this contract shall be the 1st of the month immediately following installation of the display. In the event that San Jon Billboards Unlimited (SJBU) is delayed in producing the display because of a delay in the providing of, or approval of, artwork specifications, or any other actions by the advertiser that delays the production of the display, they may commence billing upon written notice to the advertiser.

2) **EXPIRATION DATE:**

a. This contract after the expiration date shall remain in full effect at the contracted rate until SJBU receives written notice of intent to terminate from the Advertiser. The Advertiser shall notify SJBU in writing not less than ninety (90) days prior to the expiration date of their intent to terminate. At that time the expiration date shall be recognized as ninety (90) days from the 1st of the month following written notification.

b. San Jon Billboards Unlimited shall have the option to terminate this contract at the end of any month following the original contract.

3) **LOSS OF SERVICE**

Should this advertising structure become unusable resulting from an Act of God, or any other cause beyond the control of SJBU. The Advertiser is not entitled to cancel but the contract shall be prorated for the time that the display is unavailable.

4) **DISPLAY PAINTING & DESIGN**

San Jon Billboards Unlimited will provide the painting of the display as part of this contract. The Advertiser will be responsible for production cost associated with designing the display. SJBU reserves the right to reject any copy or material that in its sole judgment deems to be offensive or inappropriate in any manner. Should the Advertiser elect to use specialty paint or require the display to be reflectorized in any manner the Advertiser shall be responsible for this additional cost. If at any time other than a normal maintenance repaint, the advertiser request a display change, all cost associated with this change shall be the responsibility of the Advertiser.

5) **ILLUMINATED DISPLAYS**

Illumination of the display shall be for the time specified in this contract. Under no circumstances does the loss of illumination create a credit in excess of the illumination charge as stated in this contract. Should the illumination become unusable the contract will remain in full effect with a credit being given for the monthly illumination charge.

6) **PAYMENTS**

The parties agree that the total contract price shall be the Total Monthly Amount Due as state on this contract multiplied by the number of months as stated in the terms of this agreement. The monthly payment is due within (10) ten days of the invoice date. In the event of non-payment, SJBU shall notify the Advertiser of the delinquent conditions and the date they intend to remove the display. Interest will accrue at a rate of 1 1/2 % per month on all outstanding balances in excess of 30 days. If the account is not made current by the date specified SJBU will remove the display and make it available to other advertisers. At this time the Advertiser shall be in default of this contract and will be held responsible for the unpaid monthly fees and for the prorated production cost as stated in this contract. The Advertiser will be held liable for all attorney fees and other cost incurred as a result of collection of this debt. In case of litigation, the venue shall be Quay County, NM

7) **MISCELLANEOUS:**

- a. This contract can only be modified or amended in writing and acknowledged by all parties to the contract at the time of the amendment or modification.
- b. This contract is binding on the heirs, successors and assigns of the parties involved.
- c. Signatory(ies) hereby agree to accept personal liability for all contract amounts due relative to this contract.

RENTAL AGREEMENT

1. Parties

The parties to this agreement are Quay County, hereinafter called "landlord," and Quay County DWI Program, hereinafter called "tenant."

2. Property

Landlord hereby lets the following property to tenant for the term of this agreement:

(a) the real property known as:

113 E. Main Street described as: Lot 17, Block 34 of Tucumcari OT Subdivision

And (b) the following furniture and appliances on said property:

3. Term

This agreement shall run from month-to-month, beginning on: July 1, 2013 until June 30, 2014. This agreement will automatically renew contingent upon Quay County receiving DWI Distribution Funds or unless one of the parties hereto notifies the other of its termination. Either party to this agreement may cancel the agreement by written notice to the appropriate party representatives no later than 30 days prior to the actual cancellation.

4. Rent

The monthly rental for said property shall be \$ 500.00, due and payable by check by the 1st day of each month.

5. Utilities

Tenant agrees to furnish the following services and/or utilities: (X) electricity, (X) gas, (X) garbage collection, (X) trash removal, and (X) water.

6. Deposits

Tenant will pay the following deposits and/or fees:

No deposit required

To _____

This amount will be refunded within three weeks following the termination of the tenancy; unpaid rent, charges for damages beyond normal wear and tear, and costs for reasonable cleaning may be deducted.

In addition, it is agreed:

- 7. Tenant shall not lease, sublease or assign the premises without the prior written consent of the landlord (but this consent shall not be withheld unreasonably).
- 8. Landlord may enter the premises at reasonable times for the purpose of inspection, maintenance or repair, and show the premises to buyers or prospective tenants.

9. Tenant agrees to occupy the premises and shall keep the same in good condition, reasonable wear and tear excepted, and shall not make any alterations thereon without the written consent of the landlord.
10. Landlord agrees to maintain regularly the building and grounds in a clean, orderly and neat manner. Landlord further agrees upon notice by Tenant to complete within a reasonable time all necessary repairs, including those of appliances and utilities, which are furnished with the premises.
11. Tenant agrees not to use the premises in such a manner as to disturb the peace and quiet of other tenants in the building. Tenant further agrees not to maintain a public nuisance and not conduct business or commercial activities on the premises.
12. Tenant shall, upon termination of this agreement, vacated and return dwelling in the same condition that it was received, less reasonable wear and tear, and other damages beyond the Tenant's control.
13. In a dispute between Landlord and Tenant which gives rise to any action in court, the losing party will pay the court costs and reasonable attorney fees of the successful party.

We, the undersigned, agree to this Rental Agreement on this 10th day of June, 2013:

Landlord: Quay County Commission

Brad Bryant, Chairman

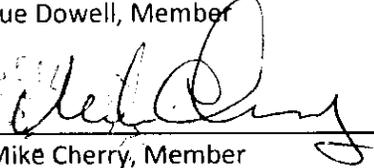
Date



Sue Dowell, Member

6-10-13

Date



Mike Cherry, Member

6-10-13

Date

Attested by:


Veronica Marez, County Clerk

6-10-13

Date

Tenant: Quay County DWI Program

Bryan Rinestine

Date

- IV. Request Approval of Accounts Payable**

- V. Other Quay County Business That May Arise During Commission Meeting**

- VI. Request for Closed Executive Session Pursuant to Section 10-15-1 (H)8. The New Mexico Open Meetings Act to Discuss the purchase, acquisition or disposal of real property or water rights**

Adjourn

Lunch- Time and Location to be Announced