

QUAY COUNTY GOVERNMENT

300 South Third Street

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AGENDA REGULAR SESSION QUAY COUNTY BOARD OF COMMISSIONERS June 9, 2014

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session May 27, 2014

Approval/Amendment of Agenda

Public Comments

Public Hearing

Brad Bryant, Quay County Commission Chair

- Proposed Plat Revision for Ute Lake Ranch Subdivision

Public Hearing Adjourned

Ongoing Business

I. Donald Adams, Quay County Fire Marshal

- Discussion of Fire Chief's Meeting and Proposed Changes to Ordinance No. 27 Fire Restrictions

New Business

II. Tabosa Extension Club

- Discussion of Fairgrounds Exhibit Center Kitchen

III. Mike Staheli, Cordes & Company Managing Director

- Request Approval of Ute Lake Ranch Plat Revision



DOC #CM-00337

06/24/2014 09:31 AM Doc Type: COCOM

Fee (No FieldTag Finance TotalFees found)

Quay County, NM

Veronica Marez, County Clerk

Pages: 12



- IV. Bill Humphries, Natural Resources Committee**
- Request Approval of 2013-2014 Resolution No. 36 Letter of Intent to Sue Regarding the Lesser Prairie-Chicken Listing Decision
 - Request Approval to Fund the Lesser Prairie-Chicken Law Suit
- V. Larry Moore, Quay County Road Superintendent**
- Roads Update
- VI. Richard Primrose, Quay County Manager**
- Request Approval for Annual DWI Contracts for Office Space and Billboard Rental
 - Correspondence
- VII. Request Approval of Accounts Payable**
- VIII. Other Quay County Business That May Arise During Commission Meeting**
- IX. Request for Closed Executive Session Pursuant to Section 10-15-1 (H)7. The New Mexico Open Meetings Act to Discuss Threatened or Pending Litigation**

Adjourn

Lunch- Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

June 9, 2014

9:00 a.m.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 9th day of June, 2014 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:

Brad Bryant, Chairman
Mike Cherry, Member
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
Donald Adams, Quay County Fire Marshal
Russell Braziel, KTNM; KQAY
Steven Hansen, Quay County Sun
Mike Staheli, Cordes & Company Managing Director
Bill Humphries, Natural Resources Committee
Rebecca Cothorn, Tabosa Extension Club

The following citizens: Don Hoffman, Paul Quintana, Kate Wright, Fern George, Mela Chavez, Carlos Chaves, T.J. Riddle, Franklin McCasland, Nathan Wallace, James Rinestine, Carol Simpson, Glenna Allenberg, Robert Simpson, Laurie Bidegain, Terri Baca, Rick Thompson and Frank Garnett.

Chairman Brad Bryant called the meeting to order. Donald Adams led the Pledge of Allegiance.

Commissioner Dowell requested a change in the minutes to reflect a negative vote from her on Page 3, Item 2 of the minutes. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the May 27, 2014 regular commission meeting with that correction. MOTION carried with all members voting "aye".

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

PUBLIC COMMENTS: None

Public Hearing: Proposed Plat Revision for Ute Lake Ranch Subdivision. Time noted 9:05 a.m. to 9:15 a.m. Mike Staheli, representative for Cordes & Company as Receiver on behalf of Ute Lake Ranch gave brief history regarding the request for the Revision. Commissioners discussed recourse of landowners opposing revision and those who did not oppose. No other comments from residents were brought to the attention of the Board. A MOTION was made by Cherry, SECONDED by Dowell to close the Public Hearing. MOTION carried with all members voting "aye".

ONGOING BUSINESS:

Donald Adams, Quay County Fire Marshall presented some additions to the current Ordinance #27 regarding Fire Restrictions. Adams said this was a collaborative effort of the Fire Chiefs following a meeting held last Monday. It was noted the Amended Ordinance will have to be properly advertised prior to approval. The revised Ordinance will be presented at the next meeting to begin the process for adoption. Adams also informed the Board the Jordan Fire Truck should arrive around the first of July. As well, Adams stated "Narrow banding" will begin next week.

Rebecca Cothorn, presenter on behalf of the Tabosa Extension Club and various other groups present including but not limited to the Bluegrass Assn., 4-H, C.R.A.F.T., and all Extension Clubs requested upgrades to the kitchen at the Exhibit Center. Cothorn stated the first and most important improvement needs to be a new range. Also requested were upgrades to the sink, counters and counter tops. A dishwasher would be a great asset as well she explained. Cothorn said the upgrades and improvements to that building have made it a very nice asset to the County, but the kitchen is less than adequate. Commissioner's thanked Cothorn and those present for their attendance and bringing items of concern to the Board. The Board will take their recommendations under advisement.

Mike Staheli, Cordes & Company Managing Director requested approval of the revision for Ute Lake Ranch regarding the vacation of Lots 70A, 70B and 71 and creation of lots 149, 150 and 151. A MOTION was made by Cherry, SECONDED by Dowell to approve the request pending reception of the new plat maps by the County Clerk for filing. MOTION carried with all members voting "aye".

Bill Humphries, representing the Natural Resources Committee requested approval of Resolution No. 36; authorizing a Letter of Intent to sue regarding the Lessor Prairie-Chicken Listing Decision. Humphries explained in no way does this action engage the County in a lawsuit. It is to protect and maintain the counties position and standing regarding this issue with the Natural Resources. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve said Resolution. MOTION carried with all members voting "aye". A copy of said Resolution is attached and made a part of these minutes.

Secondly, Humphries requested the County earmark \$500 from the Natural Resources and Wildlife Line Item to assist in the event a lawsuit is inevitable. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve this expenditure when and if the time arises. MOTION carried with all members voting "aye".

Chairman Bryant requested a ten minute break. Time noted 9:50 a.m. to 10:00 a.m.

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

1. Current rainfall has created numerous problems on roads. Areas are being prioritized and addressed as time allows. The Briscoe's road off of Hwy 209 is completely gone and crews will focus efforts there to begin with.

2. Quay Road 64 has been fog-sealed and striped. Some minor touch ups will need to be done along cracks in the roadway.
3. The Tucumcari Reunion Class of 2004 has requested to utilize a semi and trailer for the parade. The Road Department will drive the float. Commissioners agreed to allow the use of the equipment.

County Manager, Richard Primrose gave the following report:

1. Requested approval of the annual Rental Agreement of the DWI Office space and Billboard Rental Agreement. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve both Agreements. MOTION carried with all members voting "aye". Copies of said Agreements are attached and made a part of these minutes.
2. Updates are still being received regarding the Safety Net Care Pool funding. Payments continue to need to be made even though funding has not been designated or received.
3. Tyler Eagle will be updating and moving data to the new server for the County Clerk's Office tomorrow.
4. The Tucumcari Quay County Rural Water Authority will be having a meeting Tuesday, June 10, 2014 at 1:30 p.m. in the Commission Room.
5. Eastern Plains Council of Governments will have their monthly meeting on Wednesday, June 11, 2014 at 1:00 p.m. in Clovis, NM.
6. Final plans for the Detention Center roof have been received and are being reviewed.

CHECKS WERE REVIEWED. 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 stated she still had some concerns regarding the budgeted line item of \$50,000.00 for the Greater Tucumcari Economic Development prior to the Commissioners approving the final budget. Dowell said she did some research and discovered the EDC is not in good standing with the State of New Mexico. Dowell said she confirmed what she found online with the Corporation Division this morning by contacting the NM Secretary of State's Office which oversees that Department. Dowell would like to find out exactly what is going on before the final budget is submitted to the Board for approval. Primrose stated he will follow up with the EDC Director and report back at the next Commission Meeting.

Commissioner Cherry made a suggestion to change the portion of the agenda to include "Comments from Commissioners" along with the portion designated as "Other Business that May Arise". Cherry said he thinks that comments from Commissioners cannot always be described as business that developed during the meeting. As well, Cherry suggested changing the manner of voting to a roll call vote for all items. The other Commissioners stated that had no problem with either suggestion.

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

Time noted 10:15 a.m.

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

Return to regular session. Time noted 11:30 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.

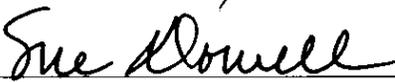
There being no further business, a MOTION was made by Mike Cherry, SECONDED by Sue Dowell to adjourn the regular meeting of the Board of Quay County Commissioners until the next regular meeting set for Monday, June 23, 2014 at 9:00 a.m. unless sooner called. The Commissioners announced they would be having lunch at Kix on 66 restaurant and all those in attendance were invited. MOTION carried with all members voting "aye". Time noted 11:35 a.m.

Respectfully submitted by Ellen White, Chief Deputy County Clerk.

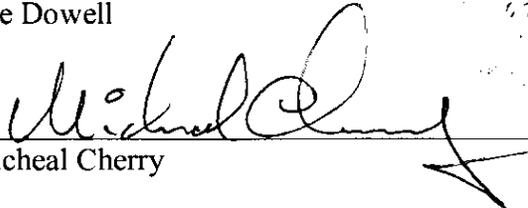
BOARD OF QUAY COUNTY COMMISSIONERS



Brad Bryant



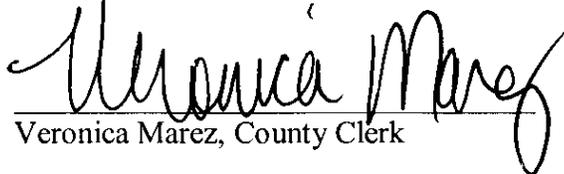
Sue Dowell



Micheal Cherry



ATTEST:



Veronica Marez, County Clerk

QUAY COUNTY
2013-2014 RESOLUTION NO. 36
NOTICE OF INTENT TO SUE REGARDING THE LESSER
PRAIRIE-CHICKEN LISTING DECISION

WHEREAS, on March 27th, 2014, the United States Department of Interior, Fish and Wildlife Service (FWS), listed the lesser prairie-chicken (*Tympanuchus pallidicinctus*), a species in the grouse family, as threatened under the Endangered Species Act of 1973 (as amended) (ESA); and

WHEREAS, the listing of the lesser prairie-chicken as a threatened species will adversely affect communities, industries, and citizens who are located within, reside, ranch, farm, and use the millions of acres of mixed ownership lands identified as lesser prairie-chicken habitat in the states of Colorado, Kansas, New Mexico, Oklahoma and Texas; and

WHEREAS, tens of thousands of employees in the energy, utility, and agriculture industries depend on reasonable access to their job sites within the areas impacted by this adverse listing decision to financially support their families and the communities in which they reside; and

WHEREAS, the impacts of the listing decision to the robust energy, agriculture and utility employment sectors in the region, will also adversely impact thousands of support jobs necessary to sustain the economic health, vitality, and development within the region; and

WHEREAS, local industrial and employment sectors are actively engaged in actions to conserve and mitigate impacts to native wildlife species, including the lesser prairie-chicken; and

WHEREAS, the scope of protection offered by FWS in listing the Lesser Prairie Chicken as a threatened species under the ESA is unnecessary and excessive and will result in harm to working families, local industries and communities, and will adversely affect economic development progress as well as the continued economic growth of the State of New Mexico; and

WHEREAS, the five states of Colorado, Kansas, Oklahoma, Texas, and New Mexico (States), in unprecedented collaboration with cooperating stakeholders, developed and are actively implementing a historic range-wide conservation plan as formally endorsed in October 2013 by the FWS which addresses all known threats to the future existence of the lesser prairie-chicken; and

WHEREAS, the States are fully implementing the aforementioned range-wide plan in continued voluntary collaboration with industry and landowners and are poised to

conserve and manage lesser prairie-chickens now and into the foreseeable future with no apparent conservation or regulatory need for federal ESA overreach; and

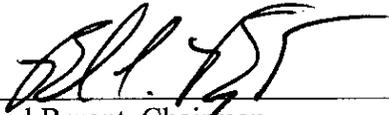
WHEREAS, Quay County Board of Commissioners submitted substantive comments regarding the above harm to the United States Department of Interior FWS, thus attaining legal standing in the matter of the listing decision and resultant harm to our businesses, communities, and citizens.

NOW THEREFORE, BE IT RESOLVED BY THE QUAY COUNTY BOARD OF COMMISSIONERS THAT:

- 1. We endorse being a signatory party to a Notice of Intent to sue the United States regarding several substantive issues related to the ESA listing decision as described above.**
- 2. We encourage the Governor of the State of New Mexico, Susana Martinez, to formally oppose the listing of the lesser prairie-chicken by joining the parties in the Notice of Intent to sue the United States regarding the listing decision as it will have an adverse effect on citizens and continued economic development and growth within the State of New Mexico.**

This Resolution was approved and adopted this 9 day of June, 2014.

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



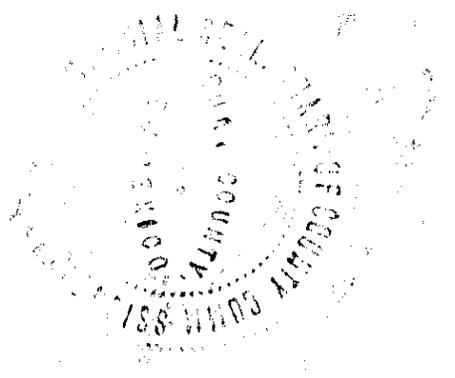
Brad Bryant, Chairman



Sue Dowell, Member



Mike Cherry, Member



ATTEST:



Veronica Marez
County Clerk

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, 2014 until June 30, 2015. 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 9 day of June, 2014:

Landlord: Quay County Commission


 Brad Bryant, Chairman

6/9/14
 Date


 Sue Dowell, Member

6/9/14
 Date


 Mike Cherry, Member

6/9/14
 Date

Attested by:

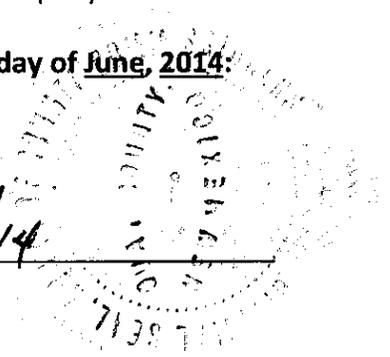

 Veronica Marez, County Clerk

6/9/14
 Date

Tenant: Quay County DWI Program

 Bryan Rinestine

 Date



**SAN JON BILLBOARDS UNLIMITED
OUTDOOR ADVERTISING**

2610 S 4th Street
Tucumcari, NM 88401
(575) 403-7444

Billboard Advertising Agreement

Advertiser: Quay Count DWI
Company: QUAY COUNTY
Address: 300 S. 3rd STREET
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 24 months, beginning on the effective date of the 1st of the month immediately following installation of display. 12 MONTH 7/1/14 TO 6/30/15

Highway	Sign No.	Description	Size	Reflector	Lighted	Other
I-40	346	BILLBOARD	12 x 48	NO	YES	

Summary of Costs

- Monthly Display cost (includes applicable state and/or local taxes) \$ 275⁰⁰ *
 - Reflectorization Charges
Sq. ft. used @ \$ _____ per Sq. ft. = \$ _____ + tax _____ = total cost \$ _____
 - Lighting Charges (Specify): DUSK TILL DAWN. \$ INCLUDED
 - Other Charges (Specify): NEW DISPLAY / PROVIDED BY S36U \$ 0
5. TOTAL MONTHLY AMOUNT DUE \$ 275⁰⁰

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:

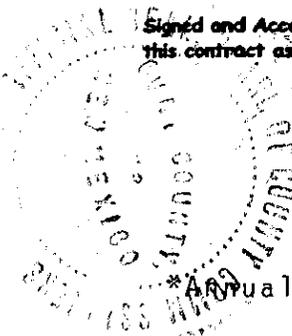
[Signature]
Signature

6/9/14
Date

Brad Bryant
Printed

85-6000238
Fed. Tax ID #

* Annual Amount not to exceed \$3,300.00



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.