



QUAY COUNTY GOVERNMENT
300 South Third Street
P.O. Box 1246
Tucumcari, NM 88401
Phone: (575) 461-2112
Fax: (575) 461-6208

AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
September 25, 2017

AMENDED

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session September 11, 2017

Approval/Amendment of Agenda

Public Comment

Ongoing Business-None

New Business

- I. **Franklin McCasland, Quay County Commission Chairman**
 - **Discussion/Approval of Casa Mesa PILOT**
- II. **Brenda Bishop, Quay County Extension Service Program Director**
 - **Presentation of Quarterly Report – April – June 2017**
- III. **Curtis Simpson, Emergency Management Coordinator**
 - **Request Approval of the 2017 Emergency Management Performance Grant (EMPG)**
- IV. **Richard Primrose, Quay County Manager**
 - **Request Approval of Library Board Member Continuance - Judy Ross**
 - **Request Approval of Fairground Revised Restroom Renovation Cost Proposal, 9-13-2017**
 - **Correspondence**
- V. **Indigent Claims Board**
 - **Call Meeting to Order**
 - **Request Approval of Indigent Minutes for the August 28, 2017 Meeting**
 - **Review September Claims Prepared by Sheryl Chambers**
 - **Adjourn**



- VI. Request Approval of Accounts Payable**
- VII. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**
- VIII. Request for Closed Executive Session**
- **Pursuant to Section 10-15-1(H) 7. The New Mexico Open Meetings Act Pertaining to Threatened or Pending Litigation**
- IX. Franklin McCasland, Quay County Commission Chairman**
- Proposed action, if any, from Executive Session

Adjourn

Lunch-Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

September 25, 2017

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 25th day of September, 2017 at 9:00 a.m. in the Quay County Commission Chambers, Tucumcari, New Mexico, for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

Franklin McCasland, Chairman
Mike Cherry, Member
Sue Dowell, Member
Ellen L. White, County Clerk
Richard Primrose, County Manager

OTHERS PRESENT:

Daniel Zamora, Quay County Rural Addressing
Gail Houser, Tucumcari MainStreet Director
Cheryl Simpson, Quay County Manager's Office
Larry Moore, Quay County Road Superintendent
Janie Hoffman, Quay County Chief Deputy Assessor
Vic Baum, Quay County Assessor
Brenda Bishop, Quay County Extension
Bonnie Lightfoot, House Municipal Schools Superintendent
Curtis Simpson, Quay County Emergency Management Coordinator
Patsy Gresham, Quay County Treasurer
Thomas Garcia, Quay County Sun

Chairman Franklin McCasland called the meeting to order. Curtis Simpson led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the September 11, 2017 regular session as printed. MOTION carried with Cherry voting "aye", McCasland voting "aye", and Dowell voting "aye".

Richard Primrose requested Item No. 3; Curtis Simpson, Quay County Emergency Coordinator be removed from the Agenda. Chairman McCasland requested Larry Moore, Road Superintendent be placed as Item No. 3. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the Agenda as amended. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

PUBLIC COMMENTS:

Gail Houser, Tucumcari MainStreet Director distributed the programs for the upcoming Fired-Up event scheduled for Saturday, September 30. Houser thanked Quay County for their continued support of the event.

Commissioner Dowell asked if all the attractions are set for Saturday. Houser replied that a portion of the Quilt Show will begin Friday.

ONGOING BUSINESS: NONE

NEW BUSINESS:

Chairman McCasland opened dialog for discussion of the Casa Mesa PILOT. Richard Primrose requested Bonnie Lightfoot, House Municipal Schools Superintendent join the Commission for this discussion. Primrose explained the proceeds from the sale of the Industrial Revenue Bonds will benefit House Schools and Quay County and the split of proceeds needs to be approved by Resolution and then an Ordinance.

Primrose explained the repower of existing project will remain at the original split of 79%-21%, with no room for negotiations. The new Casa Mesa Project needs to be agreed upon by Quay County and House Municipal Schools.

Superintendent Lightfoot explained her job was to represent the school and try and advocate for a higher split to benefit the school district which is currently operating in a deficit and utilizing emergency funding from the Public Education Department. Lightfoot reported that House schools were \$200,000.00 in the hole before this school year ever started, requiring them to borrow funds from PED to operate. Lightfoot informed the Commissioners that money is used for the operational budget and doesn't include the deficit they face for transportation needs.

Primrose provided a spread sheet showing the Casa Mesa project at the current split of 79%-21% and an increase showing a split of 75%-25%. Lightfoot said she would like to entertain the idea of splitting the proceeds from bonds at 65%-35%.

Chairman McCasland said his main concern for any decrease in the County's portion would result in a deficit for road maintenance which the County is required to provide for the House School District for their current bus routes. McCasland also pointed out the County will be providing improved infrastructure to roads being used by the company to bring in the new equipment and the House Schools are receiving a windfall without any incurred expenses.

Commissioner Cherry asked what the House School enrollment is for this year. Lightfoot said they have approximately 70 children which include the alternative students. Cherry asked Primrose what would happen to the revenue if the House Schools closed. Primrose replied it would go to the school district in which the State Department of Education would combine the House Schools with and likely not be a school in Quay County.

Lightfoot said she had a lengthy discussion with a representative from PED and they did not indicate any need or desire to close House Schools.

Commissioner Dowell said the House School District and the Village itself rarely asks for any assistance. Every student and every school in Quay County is important to the growth and stability of Quay County Dowell said. The education is imperative to our communities. A MOTION was made by Dowell to offer the 65%-35% split of proceeds from the IRB's. The MOTION failed for lack of a SECOND.

A MOTION was made by Commissioner Cherry to offer the split at 73.5%-26.5%. The MOTION failed for lack of a SECOND.

A MOTION was made by Commissioner Cherry and SECONDED by Chairman McCasland to offer the split at 72.5%-27.5%. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "nay". Commissioner Dowell noted the reason for her voting in the negative was in support of a higher split that would benefit the House School District.

Brenda Bishop, Home Economist for the Quay County Extension Services gave the Quarterly Report for April through June, 2017. The Quarterly Report is attached and made a part of these minutes. Bishop announced that Beverly Lake will be retiring on September 29 and a retirement reception will be held in her honor on Thursday the 28th from 4:00 p.m. to 6:00 p.m. at the Extension Office.

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

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

1. Environmental Reports are still pending on Route 66.
2. Quay Road BH is nearing completion with a mile remaining. The pit got hard and the crews are using the dozer to haul the materials to the job site and break it up with the hammer mill.
3. Repairs to Quay Road Y were made to allow Tom Bruhn to get his cattle out.
4. An RPO meeting will be held in Roy, NM on September 27.
5. Crews are working on roads in need of attention due to the rain.

County Manager, Richard Primrose presented the following items for approval:

1. Requested approval to reappoint Judy Ross to the Library Board as the representative for the County. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the appointment. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".
2. Presented a quote from Facility Build (State Contract) for renovations to the restrooms at the Quay County Exhibit Center in an effort to make the building ADA compliant. The quote totaled \$65,020.24. Primrose explained the renovations will result in one less stall in both the men's and women's restrooms. Commissioner Cherry asked if losing a stall would violate the occupancy load in the building code requirements. Primrose said he would ask about it. Chairman McCasland said his concern with these renovations is the portion of the quote that excludes architectural and structural items that will most likely be needed and will be above the cost of the quote. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to award the quote to Facility Build. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

Primrose distributed the following correspondence:

1. September Gross Receipt Report.

Chairman McCasland called the Indigent Claims Board portion of the meeting to order. Time noted 10:35 a.m.

-----INDIGENT CLAIMS-----

Return to regular session. Time noted 10:40 a.m.

ACCOUNTS PAYABLE: A MOTION was made by Mike Cherry SECONDED by Sue Dowell to approve the expenditures included in the Accounts Payable Report ending September 21, 2017. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

Other County Business/Comments from Commissioners: NONE

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

Time noted 10:45 a.m.

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

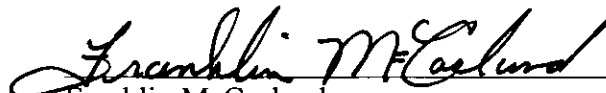
Return to regular session. Time noted 10:55 a.m.


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

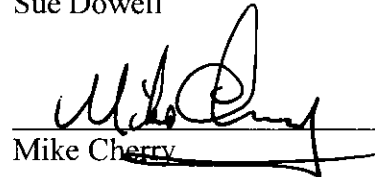
There being no further business, a MOTION was made by Mike Cherry, SECONDED by Sue Dowell to adjourn. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye". Time noted 11:00 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS


Franklin McCasland


Sue Dowell


Mike Cherry

ATTEST:


Ellen L. White, County Clerk





Quay County Extension Service

All About Discovery!

College of Agricultural, Consumer
and Environmental Sciences
Cooperative Extension Service
Quay County Extension Office

College of Agricultural, Consumer and Environmental Sciences

Brenda Bishop, FCS Agent, County Program Director

Jason Lamb, Agricultural Agent

Bev Lake, Secretary

Joyce Runyan, Program Assistant

Quarterly Report - April - June 2017

Home Economics

Food Safety

Four ServSafe Certified Food Handler Trainings were conducted during this quarter with 37 people passing the course. The average score of the participants was 95.

Health and Wellness

A program on "Improving your Balance" was offered four times in three communities to 23 people. Participants participated in a balance screening to determine their balance level. They learned about senses that affect balance and how these diminish over time. They learned a variety of balance exercises and how to make them more difficult as balance becomes better. They learned that they need to practice balance every day for just a few minutes each day. They received a copy of the screening so they can check on their improvement over time.

FCS Agent provided the attendees of the District IV EANM meeting a program titled "Your Personal Blueprint to Happiness." There were 45 women in attendance. The program discussed ways to build our foundation to help us deal with stress and avoid depression. Each person was provided a workbook to take home and work through the activities.

Fitness Activities

The "Step Into Spring" walking challenge began in April with 156 people registering in the online program with 29 teams. In addition, fifteen picked up forms to track by hand and turn in at the end. FCS Agent assisted with programming issues and answered questions. FaceBook posts were put up several times a week and duplicate information was tweeted and put on Instagram.

The "Step Into Spring" walking challenge concluded in May with an awards program. Individual and team awards were given to the most steps and most improved along with fun awards like the best team name and brightest shoe. Of the 156 that enrolled, only 134 entered steps into the program and an additional 5 turned in steps to the Extension Office. 37,106,640 steps were logged in.

An electronic survey was sent to all the participants. The survey indicated that most tracked by using a fitness tracker set to steps. They liked the online program because it was easy to use and they felt it was motivating. It also helped that it linked to many devices. Most agreed that the process of tracking steps encouraged them to walk more. They felt that their health was improved by participating and the majority said they would like to participate in a similar program. The majority of the respondents participated all 6 weeks. Our most improved participant was also second in the number of steps walked over the 6 weeks. He walks several miles a day already, but when he saw where he was in the computer program, he doubled his walking.

Strong Seniors Stay Young

The Spring session of Strong Seniors Stay Young ended in April with 22 active participants. Participants who re-enrolled were asked to tell us why the class is important to them. Here are a few quotes. "It has improved my overall health tremendously, Keeps me active, Balance, Makes me feel better, I need the public contact, but I'm greatly benefiting from the structured exercise, Because I enjoy it, and I do not want to lose what I have gained." The Summer session of Strong Seniors Stay Young began in May with 25 signed up.

Financial Management

After attending the webinar on credit scores in February, decided that the program would be an excellent one to share with the community. "The Importance of Your Credit Score" was presented twice and a total of 18 attended the workshop. They learned who uses credit scores and how a good credit score can save you money each month. They learn how to obtain their credit score, why they need to check it, how to dispute an entry, and tips for improving their credit score. An informal oral pre and post evaluation testing knowledge gained showed some improvement 11 of the twelve questions asked. Two thirds committed to requesting their credit report. Several asked for additional workshops in financial management.

"Easy Ways To Grow Your Savings" was offered twice in May and attended by 13 people. Participants learned the power of saving a set amount every month compounding the interest. They learned tips for saving money and simple apps to use to make savings automatic.

In June, "Feeling Free By Eliminating Debt Quickly" was offered twice and attended by 14 people. Participants learned about the debt snowball and learned about choices they make that add to debt. They learned about the costs of debt. They learned how to use the PowerPay program to determine which debts to pay first and how to show them how long it will take them to pay off their debts.

Family Life

Tucumcari does not have prenatal care or delivery available so those expecting must travel from between 85 to 200 miles depending where they choose to go. Attending prenatal classes is often cost prohibited because of the extra trips out of town. The Early Childhood Coalition has been working for several years on projects to help our children be ready for school. Through their assessment process, the group determined initiatives, one of which is "Babies are Born Healthy." A committee was formed to work on items around this initiative. In addition to working with providers to provide a better experience for our new parents, the committee decided to offer an alternative to the traditional prenatal classes. Baby Connections New Parent Parties were developed. These monthly parties provide families with a meal for their whole family, so mom

does not have to cook; an opportunity to meet other new parents, education around a topic selected by the group, and information on local resources. The committee received some funding from Presbyterian Healthcare Services and has had several groups offer to provide the meals. The group also received a donation of children books that the parents will receive each month. The FCS Agent provides coordination support to this committee serving as the chair, preparing publicity, and coordinating the monthly events.

May was the first party. There were 2 new moms and a toddler that attended. The program was on bonding with your child in the womb. The highlighted local resource was the Quay County Home Visiting Programs. We also had 8 committee and community members present. Each participant left with a bag of goodies provided by many of the agencies that work with young families.

The second Baby Connections party, in June, was held with 4 moms, 2 dads, and 6 siblings. Six committee members and the presenter attended. The program was on identifying postpartum depression and resources to help and included some stress relievers. The three mental health providers in our area were highlighted as resources.

Extension Association (Extension Homemakers)

The Extension Association of Quay County held its Annual Cultural Arts Day at Conchas in April. There were 20 ladies present and 79 items entered in the show. The ladies participated in a craft making two kinds of butterflies. FCS agent presented a program on Endless Gardening with information and tools to make gardening easier as we age.

As State Advisor FCS Attended 3 district meetings and addressed the group with greetings, shared the current financial crisis, and led a discussion about the upcoming state meeting for input. Each district was able to vote on the programs and a name to be offered at an expo that will be combined with the state meeting.

Agriculture

Urban Horticulture

During the winter months Quay County received a sub-zero freeze that effected Afghan Pine trees across the county by turning all the needles brown. Over fifty "winter injury" related calls were received during the three-month period. Ten home visits were conducted to answer questions to homeowners and instruct them on the proper care of the pine trees. The problem was also discussed on the Garden Minute radio program and informed the public of the problem and proper care of injured trees. Approximately 85 to 90 percent of the trees recovered from "winter injury".

Many phone calls and questions on lawn and garden care were received. In response, a Lawn and Garden Care workshop was held at the extension office. The program discussed types of lawn grasses, when and how to plant them, and preparation of the lawn bed. Types of ornamental trees was also presented, as well as common garden diseases. 14 participants

gained knowledge on planting and care for lawns that make an impact on property values in Quay County.

Brush and Weed Control Management

The third Annual Quay County Weed Management Workshop was held in Quay County at the Tucumcari Convention Center. Five speakers presented information on chemical control of brush and weeds, locoweed management, using Roundup ready Alfalfa, weed herbicide resistance, and utilizing goats for weed control. 24 producers attended the workshop and gained knowledge that could enhance their farming and ranching operations. The program has assisted many producers in answering questions on what chemicals are recommended for a particular species, how to use the product safely, and how to obtain the best control with their applications.

Profitable Livestock Production

The Agricultural Agent spoke on goat and lamb production during the 2017 Indian Livestock School held at the Route 66 Casino in Albuquerque NM. The program covered the goat industry in the United States, marketing, feed and nutrition, reproduction and common diseases. Approximately, 300 people attended the presentation. Participants gained an understanding of the goat and sheep industry, precautions that could be made, the importance of good nutrition, and how to get started in the goat or lamb business. Several people asked after the presentation where they could purchase Boer goats.

A county-wide wheat production assessment was conducted to recommend wheat loss on dryland and irrigated wheat for the Farm Services Agency. Samples were taken randomly across the county, weighed, and calculated on the average yield data for Quay County. This assessment assists producers in receiving compensation for their production losses during the previous growing season.

Quay County 4-H Program

4-H Community Service Projects

Quay 4-H Council sponsored two community service projects in April and participated in National Volunteer Month, True Leaders in Service and the National Day of Service events. These provide 4-H members an opportunity to give back to their community and learn the importance of volunteering.

Council Officers purchased baby items (diapers, bottles, socks, wipes, and bibs) for the local domestic violence center, Hartley House. There were 8 members that helped deliver everything.

Assisted the Elks Club members with a property that was becoming overgrown with weeds and trees. Everyone took tools to clean up the area. The group was able to clear up a parking lot, entryway, trash and several small trees around their building. There were 16 4-H members and a few parents that attended the event and brought tools for the cleanup.

In addition, several clubs also hosted community service activities including trash pick-ups and raising funds for the fire victims in the panhandle.

Livestock Program

April is the month 4-Hers purchase their pigs, lambs and goat show projects. Agriculture Agent helped many 4-Hers individually with selection and provided information on setting up pens, feeding and exercising.

The annual Introduction to Showing Workshop was held in April to educate new 4-H families on the process of purchasing, raising, and showing livestock through the 4-H program. 7 youth and 9 adults attended the program and were instructed in the show goat, lamb and swine projects. Participants gained knowledge in feeding, facilities, selecting, raising, and showing techniques that prepare them for the fair. All participants stated that they gained new knowledge about showing animals and plan on showing animals this year.

A livestock showmanship clinic was held to educate youth and parents on preparing 4-H livestock for exhibit at the county fair. 4-Hers brought their livestock projects to the fairgrounds on Friday evening. They learned about different types of show equipment and feeding their projects at the fair. Participants were also presented hands-on goat and lamb shearing techniques and then broke into groups to practice sheering on their own. On Saturday, participants were taught showmanship in swine, goats, lambs, and heifers. Participants then competed in a showmanship contest in which the winners were able to choose prizes from an awards table. Youth gained an understanding of preparations needed for the fair and increased their knowledge about showing livestock. They learned what the judge is looking for in the show ring and how to best show off their animal. Three youth learned how to clip their own heifers along with 3 novice 4-Hers shearing their goat and sheep for the first time. Older youth also taught younger kids how to shear and show their animals. Eleven youth participated in the clinic along with 16 volunteers and parents. Parents learned how to assist their child with their project and how to guide their feeding program.

Shooting Sports Program

Shooting Sports practices are held 3 evenings a week during, March, April, May and two weeks of June. Practices are run by our trained leaders. The whole staff is taking part in supporting this project area from gluing inserts into arrows to stocking the trailer to unloading and storing new equipment and attending practices. Agents work with project leaders year-round making sure equipment is ready and available as they need it.

In addition to regular practices, a shoot off was held at the end of April, for senior members to determine teams for the state contest. Fourteen Seniors attend State 4-H Shooting Sports Contests in May competing in a variety of contests. The rifle team placed 4th and one member was in the top 10. FCS Agent served as a chaperone and coordinate housing and supplies.

Quay County 4-H Shooting Sports program was awarded \$7469.48 in supplies for the program from the NRA Foundation State Grant Awards in response to a grant written by FCS Agent.

FCS Agent and Quay County Shooting Sports Leaders assisted the Quay County Friends of the NRA with hosting a very successful banquet. The banquet sold out with over 550 tickets sold. During the day and evening over 75 volunteers help with the event. The banquet is the largest in the state and 4-H benefits through grants that come back to this community and the state. Over \$60,000 was raised which will be distributed in state grants.

4-H Contest Training

A workshop to introduce new 4-Hers to the Home Economics Contests and help them prepare for County Contest was held. During the workshop they experienced mini-contests and received study materials. Detailed information was provided on Favorite Foods, Home Ec. Bowl, Home Ec. Skill-a-thon, Horticulture and Consumer Decision. There were three present. Low attendance was due to a heavy snow storm.

Program Assistant spent a lot of time during this quarter preparing study materials and updating PowerPoints with contest changes for 4-Hers to study from.

County Contest was held with separate days for the shooting sports disciplines and horse judging and a Saturday for the other contests. Sixty-nine youth participated in 14 different county contest making 242 contestants all of which qualified to attend district or state in more than one contest. Agents prepared all materials and tests for the contests and set them up. 4-H parents ran the contests and helped with scoring and preparing ribbons and lists for the awards program. Awards program and District and State informational meetings were also held the same day saving people trips to town.

In June FCS agent held 7 Horticulture, 7 Home Ec Skill-a-thon, 7 Home Ec Bowl and 3 Consumer Decision Making practices for Novice and Junior 4-Hers. Three FCS Bowl practices were held for seniors. Program assistant worked on updated PowerPoint pictures for the senior horticulture contest and held one workshop with them and an FCS Skill-a-thon practice.

Agricultural Agent held contest practices for youth in the horse bowl, agronomy, wildlife, livestock skill-a-thon, and livestock judging contest. Youth learned about agriculture, competition and team work. Youth also learned public speaking and critical thinking skills. These practices are a basis for youth to learn agricultural topics to a mastery skill level in which they are interested in. 20 practices were held with 49 total youth participating.

Twenty-nine Novice and Junior 4-Hers participated in district contests in Roswell making up 117 contestants. Quay County youth placed first in Junior Horse Judging, Junior Compound Archery, Junior Livestock Judging, Novice Entomology and Junior Entomology. The other teams also placed in their contest. Every Quay County 4-Her placed in at least one contest and received an award.

Fundraisers

Tractor Supply Clover Days last for 10 days and are held twice a year. Shoppers are asked to support 4-H by purchasing a clover. Eighty-five percent of the clovers sold in our store come back to the county 4-H program. The Program Assistant worked on a display board for the

event and set up a table that advertised 4-H for the week. The program assistant and council members set up a table with cookies and lemonade to give to customers in the store on kick off day. There were 14 4-H members that served and helped customers with their purchases. They helped 30 customers. The April Clover days earned Quay County 4-H \$522.00.

Quay County 4-H held a truck load coke product sale. Order forms were turned in, tallied and money accounted for, order placed and then sorted for pick up by 4-H families to deliver before July 4th. Over 400 cases were sold resulting in an approximate \$1700.00 profit plus the council won a large cooler to raffle off.

4-H Project Workshops

We had 11 first year sewers, who were not all able to make it to the scheduled workshops. The Program Assistant met all who needed help to finish their skirts and tote bags so they would be able to participate in the clothing revue at county contest.

Cloverbud Workshops

Cloverbuds met in April for an Easter workshop. They worked on door decorations for the residents at Quail Ridge and then delivered and put on the doors and visited with the residents. They also made an edible birdhouse from graham crackers, coconut, frosting and marshmallow peeps as their craft and made a snack of banana slices rolled in peanut butter, coconut and mini chocolate chips. They learned about serving sizes for the snack and washing hands before preparing food and eating. There were 9 members that attended the workshop.

Cloverbuds met in May for a Mother's Day workshop. They made a bracelet, world's greatest mom pin/button, wrote a note with a colored picture and decorated a gift bag to put everything inside. There were two members that attended.

School Programs

The Egg to Chick program was held at San Jon, Logan, House and Tucumcari Elementary schools with 119 third grade students in the development of chicks through the incubation process. Each school was presented to six times with a total of 24 visits over a three-month period. 46 total chicks were hatched along with 6 ducks that were returned to the poultry breeder. The students learned the process of chick development, how to incubate eggs, parts of the egg, the importance of the poultry industry, and the stages of development that the offspring go through. Students also learned the importance of the agricultural industry and their food supply and food safety involved in handling eggs.

Total personal contacts by staff at the Quay County Extension Service for April – June 2017 was 11,233. Social Media contacts was 24,850 for a total 36,083.

Follow Us On:

Webpage: <http://quayextension.nmsu.edu/>

FaceBook: <https://www.facebook.com/pages/Quay-County-Cooperative-Extension-Service/136226003111147?ref=bookmarks>

Home Ec Blog: <http://nmsuquayhomeec.blogspot.com/>

CONSTRUCTION COST PROPOSAL

Date: 9/13/2017

RFE: 18-057

CD20ES Quay County

Cost Proposal Project Name: CES - Revised - Quay County Fairgrounds Barn RR ADA Renovation

Richard Primrose

Procurement Contract: High Plains REC - RFP #991-12-001

PO Box 1246

Email address: richard.primrose@quaycounty-nm.gov

Telephone # 575-461-2112

Physical Job Address: 1101 E. High St., Tucumcari, NM 88401

Plans and specifications provided by: FacilityBUILD, Inc.

Scope of Work:

Renovation of (2) restrooms to comply with ADA Standards per plans provided by FacilityBUILD Inc. Dated 12/16/2016 as detailed below;

Includes:

As needed: Performance and payment bonds; insurance; permits, architectural, structural engineering and applicable fees - Unless specifically excluded in the scope of work:

Clarification: Includes testing for Hazardous Materials prior to any demolition, does not include any abatement of any Hazardous Material should testing results return positive for any Hazardous Materials.

Excludes:

Repair or replacement of existing architectural, structural, electrical, fire systems, life safety, code violations, hidden conditions or additional material testing, site improvements; Irrigation or landscape work or any design construction work not specifically described in the scope of work or construction documents :Material Testing, Hazardous Materials Assessment, Abatement, Disposal, Fire Alarm and Fire Protection

Cost Breakdown Subtotal (page 2)		\$59,995.61
NM GRT @ Tucumcari	8.3750%	\$5,024.63
TOTAL		\$65,020.24

FacilityBUILD's Authorized Signature:


 Larry Ford lford@facilitybuild.com

date 9/13/17

Acceptance: The above scope of work, cost proposal and Services Agreement General Conditions are hereby accepted. You are authorized to do the work as specified. Costs are valid for 30 days.

Project Name: CES - Revised - Quay County Fairgrounds Barn RR ADA Renovation

Client Authorized Signature: 

date 9-25-17

This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.

FacilityBUILD, Inc.

NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04
 5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616
www.facilitybuild.com

Facility**BUILD** DESIGN · BUILD · ON-CALL

Cost Proposal Project Name: CES - Revised - Quay County Fairgrounds Barn RR ADA Renovation

Physical Job Address: 1101 E. High St., Tucumcari, NM 88401

Cost Breakdown (Per CSI Division 1-16) :

Div: 1	General Requirements: Construction Design and Engineering (if applicable), Building Construction Permits, General Liability and Builders Risk Insurance, Project Management and Coordination, Weekly Construction Progress Documents, Construction Administration, Submittals, Product Approval Process, Quality Assurance and Quality Control inspections, Temporary Facilities and Utilities, Waste Management, Regulatory Control, Safety Plan, Closeouts and Training	\$8,272.46
Div: 2	Site work/Demolition: Demolition of the existing partitions, Toilets, VCT Flooring, and sinks in (2) restrooms.	\$3,792.84
Div: 3	Concrete: NA	\$0.00
Div: 4	Masonry: N/A	\$0.00
Div: 5	Metals: NA	\$0.00
Div: 6	Wood & Plastics: N/A	\$0.00
Div: 7	Thermal/Moisture: NA	\$0.00
Div: 8	Doors & Windows: Removal and replacement of (4) existing doors, frames, and hardware.	\$5,546.56
Div: 9	Finishes: Provide and install Armstrong Standard Excelon VCT on both bathrooms, Provide and install 4" vinyl cove base; Paint all walls, ceilings, doors and frames	\$9,867.46
Div: 10	Specialties: Provide and install restroom partitions and accessories in both bathrooms as follows: (2) ADA Compartments; (4) Standard compartments; (3) urinal Screens; (6) toilet paper holders; (2) 18" grab bars, (2) 36" grab bars, (4) sanitary napkin disposals, (4) 24" X 36" framed mirrors, (4) soap dispensers, (2) paper towel dispensers/waste receptacles, and 4 restroom signs.	\$14,391.81
Div: 11	Equipment: N/A	\$0.00
Div: 12	Furnishings: N/A	\$0.00
Div: 13	Special Construction: N/A	\$0.00
Div: 14	Conveying Systems: N/A	\$0.00
Div: 15	Mechanical/Plumbing: Removal of all existing toilets in the women's and men's restrooms, eliminate one toilet in each restroom and cap existing drainlines below finished floor, provide and install (2) new ADA compliant tank type toilets and (4) new non-ADA tank type toilets, provide and install (4) new wall hung lavatories with new faucets, form fit insulation on lavatory p-traps and supply line, Removal of existing in-line cleanout, enstallation of one set of double cleanouts, Removal and replacement of concrete sidewalk for cleanout work.	\$18,124.48
Div: 16	Electrical: N/A	\$0.00
Subtotal		\$59,995.61
NM GRT @ 8.3750%		\$5,024.63
TOTAL		\$65,020.24

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1. **Scope of Work:** Contractor agrees to furnish necessary labor, materials, supplies, equipment, tools and subcontractors to perform and complete in a professional workmanlike manner, the services as described under the attached scope of work. All conclusions and recommendations regarding the work represent the professional opinions of Contractor personnel involved in the work and should not be considered a legal interpretation of existing codes or regulations. Contractor assumes no responsibility for errors in architectural plans/specifications, existing code deficiencies, or incorrect information provided by Owner/Client that Contractor relied on in preparing proposal/estimates
2. **Payment:** 100% upon completion of scope of work unless credit arrangements have been made, or work duration is longer than one (1) month. Then the contractor will submit invoices monthly, or as otherwise agreed, for completed portions of services or additional work authorized pursuant to Paragraph 5 herein. Owner/Client agrees to pay the invoiced amount within 20 days from date of invoice. Any payment not received by Contractor within 30 days shall be considered delinquent and the amounts due contractor shall accrue a late charge of 1 1/2% per month for each month from date of invoice. In the event any payment due Contractor under the terms of this Agreement is delinquent, Contractor may suspend all services until all delinquent payments have been received.
3. **Additional Work:** The Owner/Client, without invalidating the Agreement, may order changes in the work within the general scope of the Agreement consisting of additions, deletions or revisions of the scope, cost of services and time being adjusted accordingly. All such changes in the work shall be authorized in writing. The cost or credit to the Owner/Client resulting from a change in the work shall be determined by one or more of the following: by mutual agreement of either a lump sum, and/or unit price to be multiplied by the units worked in determining the total sum; hourly rate per man hour multiplied by the man hours expended; or by other mutually agreeable cost methods. Where differing site conditions are encountered that materially affect the Contractor's cost of completing the scope of work, the Contractor will notify the Owner/Client and will use his best professional judgment in assisting the Owner/Client in deciding how to proceed. The cost of services will be equitably adjusted by written change order or supplemental agreement between both parties within twenty (20) days from the first observance of the differing site condition.
4. **Access/Approvals/Permits:** Owner/Client shall arrange for access and make all provisions for Contractor to enter public and private property as required for Contractor to perform the specified services. Owner/Client shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approval and consent from others as may be necessary. Owner/Client is responsible for informing Contractor of the structures. Contractor will not be responsible for inadvertent damage to utility locations of any underground lines or other subsurface structures that were not made known to Contractor prior to the start of work pursuant to Paragraph 5 herein.
5. **Client Information:** Work will not commence until the Contractor has received a duly executed copy of this contract. The Owner/Client shall direct its officers, directors, employees, subcontractors and agents to render reasonable assistance and to provide (promptly upon request) any necessary or appropriate data to the Contractor in connection with its performance under this agreement. Any data furnished shall be furnished at the Owner/Client's expense, and the Contractor shall be entitled to rely upon its accuracy and completeness. The Owner/Client shall locate for the Contractor, and shall assume responsibility for the accuracy of his representations, as to the locations of all underground utilities, tanks, structures, or other installations, unless the express responsibility of the Contractor as stated in the "Scope of Work"
6. **Emergencies:** In an emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation and/or extension of time

claimed by the Contractor on account of emergency work shall be determined as set forth under Paragraph 3, Additional Work.

7. **Hazardous Substances:** Nothing herein shall be construed or interpreted as requiring Contractor to identify hazardous substances or assume the status of a generator of any hazardous substances or hazardous materials, as those terms are defined under any applicable federal, state and local laws, statutes regulations, ordinances, rules or orders. If any hazardous, toxic or dangerous substances as defined by federal, state or local laws, statutes, regulations, ordinances, rules or orders, ("Hazardous Substances") are encountered at the site, Contractor will stop work and advise the Owner/Client. It is the Owner/Client's responsibility to identify and inform Contractor of Hazardous Substances at the facility. If these Hazardous Substances require handling, transportation or disposal at an off-site facility, Contractor will assist in advising the Owner/Client of the Owner/Client's options. However, Contractor will not "arrange" for disposal of, accept title to, sign manifests for, or take control of any Hazardous Substances, unless expressly stated in the "Scope of Work". Owner/Client shall indemnify and hold Contractor harmless from any claims, damages, fines and fees, litigation or expenses, arising out of or in any way related to identification, handling, transportation and disposal of any Hazardous Substances in the course of Contractor's performance of this Agreement.
8. **Restoration:** The Owner/Client understands that in the normal course of construction work, some minor damage to property may occur including damage to landscaping, pavement, sprinkler systems, and interior building finishes. While the Contractor will act to minimize damage, some minor damages may occur.
9. **Independent Contractor:** Contractor shall perform all work under this agreement as an independent contractor, retaining complete control over its personnel and operations and conforming to all legal requirements with respect to its Representatives. Neither Contractor nor its Representatives shall be, or shall be construed to be, in any sense, Owner/Client's employees or agents, or have authority to bind Owner/Client in anyway.
10. **Insurance:** The Contractor shall maintain policies of insurance for the following types of coverage, each with a limit of liability of one million dollars per occurrence and in the aggregate: Worker's Compensation (statutory); Comprehensive General Liability; and Comprehensive Automotive Liability, unless otherwise expressly stated in the "Scope of Work"
11. **Indemnity:**
 - a. Contractor shall indemnify and hold harmless Owner/Client, and its respective officers, directors, employees, subcontractors, agents and assigns ("Representatives"), from and against any and all liabilities, claims, causes of action, suits, losses, damages, costs and demands, including reasonable attorneys' fees, resulting from or arising out of, personal injury, including death or property damage, to the extent such injury, death or property damage is caused by the negligence or willful misconduct of Contractor or its Representatives, and, provided that such injury, death, or property damage is not caused by the sole or contributory negligence of Owner/Client, or its Representatives, and provided further, that Contractor's liability hereunder shall be limited to and not exceed the insurance coverage and limits of liability identified in Paragraph 10 or the total cost of services under of this agreement, whichever amount is less.
 - b. Owner/Client shall indemnify and hold harmless Contractor, and its Representatives, from and against any and all liabilities, claims, causes of action, suits, losses, damages, costs and demands, including reasonable attorneys' fees, resulting from or arising out of, personal injury, including death or property damage, to the extent such injury, death or property damage is caused by the negligence or willful misconduct of Owner/Client or its Representatives, and provided further that such injury, death, or property damage is not caused by the sole or contributory negligence of Contractor or its Representatives

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12. **Dispute Resolution:** All claims, disputes and other matters in question between the Contractor and Owner/Client arising out of, or relating to, this agreement or breach thereof, shall first be submitted to non-binding mediation. Then if still unresolved, the dispute will be decided by arbitration in accordance with the construction industry rules of the American Arbitration Association, unless the parties mutually agree otherwise. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of Demand for mediation arbitration shall be filed in writing with the other party to the contract agreement within 90 days after the claim, dispute or other matter in question has arisen.

13. **Termination:** If the work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, through no act or fault of the Contractor or its Representatives, or if the Owner/Client has failed to make payment as provided in this Agreement for work performed, then the Contractor may at his option provide three (3) days notice to the Owner/Client, terminate this agreement and recover from the Owner/Client, payment for all work completed, with all costs arising out of such termination, and for any proved loss sustained upon any materials, equipment, and tools including reasonable profit and damages.

14. **Safety/Health:** By virtue of entering into this Agreement and providing services hereunder, Contractor does not assume responsibility for any existing conditions at the site that may present a danger, either potential or real, to the health, safety or the environment, except as set forth in the "Scope of Work".

15. **Delays:** If the Contractor is delayed at any time in the progress of the work by an act or omission of the Owner/Client, or his employees or separate contractors employed by the Owner/Client, or by changes ordered in the work, or by labor disputes, fire, unusual delay in deliveries, adverse weather conditions, permit requirements, interpretive (subjectively/capriciously enforced) code review and inspections, unavoidable casualties or other causes beyond the Contractor's control, or by delay pending arbitration, or by other causes which the Owner/Client and Contractor agree may justify delay, then the contract time shall be reasonably extended.

16. **Standard of Care/Warranty:** The standard of care for all construction services performed under this Agreement shall be the care and skill ordinarily used by the construction trades working under similar conditions at the same time and locality. The Contractor warrants to the Owner/Client that the construction shall be new unless otherwise specified, of good commercial quality, in conformance with the Contract Documents and free of defects in materials and workmanship for one (1) year from substantial completion. This warranty does not apply to patch and repair work.

17. **Design-Build:** In addition to all other terms and conditions of this Agreement, the following articles are relevant to Design-Build projects where Contractor is acting in the capacity of Designer-Builder.

a. Owner/Client shall provide Contractor with Owner/Client's Project criteria. Project criteria includes: use, space, budget, time, site, performance and expandability requirements, limitations, objectives and other relevant information. Unless otherwise stated in the scope of work, the Owner/Client will also provide, at its own cost and expense, the following:

- * Surveys describing the property, boundaries, topography and reference points for use during design and construction, including existing service and utility lines;
- * Geotechnical studies describing soils and subsurface conditions;
- * Legal description of the site;
- * As-built facility drawings and construction documents, if available;
- * Environmental site evaluations and impact studies identifying existing hazardous conditions.

b. The Contractor may establish an estimate for the work based upon the Contractor's understanding of the scope of work at the time of this Agreement. The estimate will be refined during design development and replaced by a Guaranteed Maximum Price (GMP) or as agreed to by the Owner/Client and the Contractor.

c. All drawings, specifications and other documents and electronic data furnished by Contractor to Owner/Client under this Agreement ("Work Produced") are deemed to be instruments of service and Contractor shall retain an ownership and property interest therein. In the event Owner/Client fails to enter into a design-build contract on the Project with Contractor and proceeds to design and construct the Project through its employees, agents or third parties, the Contractor shall grant Owner/Client a limited license to use the Work Product to complete the Project conditioned on the following:

- * Use by Owner/Client of the Work Product is at Owner/Client's sole risk and without liability or legal exposure to Contractor or anyone working by or through Contractor, including design professionals. Owner shall defend, indemnify and hold harmless the Contractor, design professionals, and design-build subcontractors from any and all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from the Work Product.
- * Owner/Client agrees to pay Contractor a reasonable agreed upon sum as compensation for the right to use the Work Product in accordance with this article.

d. The Contractor shall submit to Owner/Client interim design submissions to support the overall project schedule. When needed, the Owner/Client and Contractor shall meet and confer regarding the evolution of the design including changes and deviations. The Owner/Client shall review and provide responses to the interim submissions within the turnaround times set forth in the Project schedule or as agreed.

18. **Assignment:** Neither Contractor nor Owner/Client shall without written consent of the other party assign or transfer any portion or part of its obligations under this Agreement.

19. **Governing Law:** This Agreement shall be governed by the laws of Albuquerque, New Mexico, without giving effect to its conflict of law principles.

20. **Severability:** If any of these General Conditions shall be finally determined to be invalid and unenforceable in sole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the Agreement between them to replace any such invalid or unenforceable provision that comes as close as possible to the intention of the stricken provision.

21. **Limitations of Liability:** In no event will the contractor be liable to the Owner/Client or anyone else (including third-party beneficiaries), for any consequential, incidental, special or indirect damages, including lost revenue and profits, that result in anyway connected with the services provided herein. The Owner/Client agrees that the liability of the Contractor arising out of any kind of legal claim (whether in contract, tort or otherwise) in anyway connected with the services provided will not exceed the amount the Owner/Client originally paid the Contractor for the service or the insurance coverage and limits of liability identified in paragraph 10, whichever amount is less.