

AMENDED

**AGENDA
City of Aztec
COMMISSION WORKSHOP
March 25, 2014
201 W Chaco, City Hall
5:00 pm to 5:45 pm**

4:30-5:00pm

B. Jenkins Ranch Subdivision

5:00-5:45pm

A. North Main Conceptual

ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are fully accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office at 334-7600 prior to the meeting so that arrangements can be made.

Note: A final agenda will be posted 24 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410

A G E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
March 25, 2014
201 W. Chaco, City Hall
6:00 p.m.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. AGENDA APPROVAL

VI. CITIZEN RECOGNITION

VII. EMPLOYEE RECOGNITION

VIII. CONSENT AGENDA

- A. Commission Meeting Minutes, March 11, 2014
- B. Travel Requests
- C. Animas Watershed Partnership Steering Committee Appointment
- D. Bid 2014-404 Skid Steer Loader
- E. MPO Joint Powers Agreement Amendment
- F. Resolution 2014-933 Authorizing Signatures for City Accounts
- G. Resolution 2014-934 Authorizing Signatures on Motor Vehicle Department Checking Account
- H. Resolution 2014-935 Authorizing Signatures on Municipal Court Cash Bond Checking Account
- I. 2014 Youth Conservation Corps Service Agreement

Items placed on the Consent Agenda will be voted on with one motion. If any item proposed does not meet the approval of all Commissioners, a Commissioner may request that the item be heard under "Items from Consent Agenda"

IX. ITEMS FROM CONSENT AGENDA

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X. CITIZENS INPUT (3 Minutes Maximum)

(Citizens who wish to speak will sign up prior to the meeting – this section is for items not otherwise listed on the agenda)

XI. BUSINESS ITEMS

A. Annexation Agreement - State Trust Land

XII. LAND USE HEARING

XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XIV. DEPARTMENT REPORTS

(When this item is announced, all Department Heads who wish to give a report will move to the podium)

XV. ADJOURNMENT

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CITY OF AZTEC
COMMISSION MEETING MINUTES
MARCH 11, 2014

I. CALL TO ORDER

Mayor Burbridge called the Meeting to order at 6:00 p.m. at the Aztec City Commission Room, City Hall, 201 W. Chaco, Aztec, NM

II. INVOCATION

The Invocation was led by Commissioner Current

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Pro-Tem Crowley

IV. ROLL CALL

Members Present: Mayor Sally Burbridge; Mayor Pro-Tem Jim Crowley
Commissioner Roberta Locke; Commissioner Sherri Sipe; Commissioner Gene Current; Commissioner Sheri Rogers; Commissioner Katee McClure

Members Absent: None

Others Present: City Manager, Joshua Ray; City Attorney, Larry Thrower;
City Clerk, Karla Sayler; Project Manager, Edward Kotyk
(see attendance sheet)

V. ELECTION RESULTS OF MARCH 4, 2014

City Clerk, Karla Sayler read the official results of the Regular Municipal Election held on March 4, 2014 as follows:

For District #2 City Commissioner

Sally Burbridge	170 Votes
Joe Hubbard	82 Votes

For District #4 City Commissioner
Katee McClure 217 Votes

For District #5 City Commissioner
Sheri Rogers 229 Votes

The Total number of Ballots cast were 255 for the Municipal Election of March 4, 2014.

VI. COMMISSIONERS OATH OF OFFICE

A. The Honorable Judge Karen Townsend Administered the Oath of Office to Commissioner Sally Burbridge, Commissioner Sheri Rogers, and Commissioner Katee McClure

VII. COMMISSION ORGANIZATION MEETING

A. Elections of Mayor and Mayor Pro-Tem.....Commissioners

MOVED by Commissioner Sipe, SECONDED by Commissioner Rogers to Approve the Appointment of Commissioner Sally Burbridge as Mayor of City of Aztec.

All Voted Aye Motion Passed Four to Zero

MOVED by Commissioner McClure, SECONDED by Commissioner Locke to Approve the Appointment of Commissioner Sipe as the Mayor-Pro Tem of the City of Aztec.

All Voted Aye, Motion passed Four to zero

B. Appointments of Commissioners to Boards/Committees.....Commissioners

Appointments to Boards and Committees were made as follows:

- 1) Airport Advisory Board-Commissioner Rogers
- 2) Economic Advisory Board-Commissioner Sipe
- 3) Library Advisory Board-Commissioner Locke
- 4) Lodgers Tax Advisory Board-Commissioner McClure
- 5) Personnel Committee- Mayor Burbridge-Commissioner Sipe
- 6) Four Corners Economic Development Services-Mayor Burbridge
- 7) San Juan Safe Communities Initiative-Commissioner Rogers

- 8) Farmington Metropolitan Planning Organization(MPO)-Commissioner Sipe
- 9) NW New Mexico Seniors-Commissioner Sipe
- 10)ECHO-Commissioner McClure
- 11)San Juan Water Commission-Commissioner McClure
- 12)San Juan Regional Medical Center Corporation-Dr. Barkman
- 13)Council of Governments (COG)-Mayor Burbridge
- 14)County Commission Representatives-Commissioner Rogers

VIII. AGENDA APPROVAL

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Locke to Approve the Agenda

IX. CITIZEN RECONGNITION

Code Compliance Officer, Bob Carmen presented the Aztec Spirit Award for Yard of the Month to Randy and Kimberly Hodge at 201 E. Chaco, and Commercial Spirit Award of the Month to Aztec Hardware.

X. EMPLOYEE RECONGNITION

None

XI. CONSENT AGENDA

MOVED by Commissioner Locke, SECONDED by Mayor Pro-Tem Sipe to Approve the Consent Agenda with the exception of Item E. Russell Planning & Engineering Contract Amendments #1

All Voted Aye; Motion Passed Five to Zero

- A. Commission Meeting Minutes February 25, 2014
- B. Travel
- C. 2012 GO Bond Agreement
- D. Law Enforcement protection Fund Grant
- E. Pulled

XII. ITEMS FROM CONSENT AGENDA

E. Russell Planning & Engineering Contract Amendment #1

Mayor Burbridge asked if the examples listed in the second paragraph were items proposed or anticipated ideas that would be included with the zero lot lines.

Roshana Moojen answered that these items were received as comments and recommendations from the land use surveys that were completed by the public and are just examples, not anything guaranteed to be in the contract.

MOVED by Mayor Burbridge, SECONDED by Commissioner Locke to approve Russell Planning and engineering Contract Amendment #1

XIII. CITIZENS INPUT

Kevin Townsend informed Commission, about the open City Property that adjoins his property on Swire Ave, that there is illegal dumping and other activities happening on that property, and that he has been shutting and locking the gate leading to the property.

Diana Mesch expressed her concerns with the \$35 fee for garage sale signs and stated that it can be a hardship for some families to have to pay that fee. She asked Commission to reconsider having this fee in City Code.

XIV. BUSINESS ITEMS

A. Final Adoption of Ordinance 2014-435 Amending Article I, Section 17.1 of Chapter 17-Personnel

Josh Ray mentioned that this is a final adoption and that no comments have been received and no changes have been made since the Intent to Adopt.

Commissioner Rogers asked if the Contraband section was completely taken out of the policy. It has been taken out at this time from the Safety Policy and Personnel Policy per Staff discussions.

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Locke to Approve the Final Adoption of Ordinance 2014-435 Amending article I, Section 17.1 of Chapter 17 – Personnel

A Roll Call Was Taken; All Voted Aye; Motion Passed Five to Zero

B. Final Adoption of Ordinance 2014-436 Amending Chapter 5 Animals

Josh mentioned that this is a final adoption also and that no comments have been received and no changes have been made since the Intent to Adopt.

MOVED by Commissioner Rogers, SECONDED by Mayor Pro-Tem Sipe to Approve the Final Adoption of Ordinance 2014-436 Amending Chapter 5-Animals

A Roll Call Was Taken; All Voted Aye; Motion Passed Five to Zero

C. Final Adoption of Ordinance 2014-437 Amending Chapter 16, Article V.
Animal Fees

Josh mentioned that this is a Final Adoption also and that no comments have been received and no changes have been made since the Intent to Adopt

MOVED by, SECONDED by to Approve the Final Adoption of Ordinance 2014-437 Amending Chapter 16, Article v. Animal Fees

A Roll Call Was Taken; All Voted Aye; Motion Passed Five to Zero

D. Final Adoption of Ordinance 2014-438 Amending Chapter 1, Section 12 Fine
Schedule for Section 1-12-4 Animals

Josh mentioned that no comments have been received and no changes have been made since the Intent to Adopt

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Rogers to Approve the Final Adoption of Ordinance 2014-438 Amending Chapter 1, Section 12 Fine Schedule for Section 1-12-4

A Roll Call Was Taken; All Voted Aye; Motion Passed Five to Zero

E. Mary Shepherd 1 WS 47 Abandonment

Community Development Director, Roshana Moojen mentioned that this is a complete plug and abandon on the well that is located in Kokopelli subdivision off of Little Rabbit Drive. She also mentioned that there is one notation that will appear on the permit should Commission approve this item, and that notation is that City Code requires that everything be re-seeding within 6 months of the completion of the plug and abandonment. Mayor Pro-Tem Sipe questioned if the 6 month time limit should be included in the motion. Roshana stated that it can be added to the motion.

Citizens who live in the Kokopelli subdivision questioned Commission about what will happen to the land once it is capped off. There were questions on fencing and if it would be removed. Staff clarified that it would be and the lot would be reseeded. There was a question if a structure could be built on the site. OCE would have to clarify the answer. Ken George, 706 French Drive, asked if a company could re-drill on the property. Staff clarified that they would have to

seek a variance to setbacks and come before commission for approval. Ken also mentioned that the pipelines should be marked to show that they are not in use.

MOVED by Mayor Pro-Tem Sipe, SECONDED by Rogers to Approve the Oil and Gas Permit Application for a plug and abandon for the Mary Shepherd 1 WS 47 with adding a requirement that the re-seeding must be done within 6 months and also Commission would like to require a ground level marker unless Oil Conservation Division (OCD) requires otherwise

XV. LAND USE HEARING

Mayor Burbridge opened the Land Use Hearing for a Special Use Request for 809 Pioneer Ave. Mayor Burbridge stated that this hearing would be conducted under Procedures mandated by the New Mexico Court of Appeals in Battershell versus the City of Albuquerque, which were intended to protect the due process rights of our parties. Mayor Burbridge subsequently identified the parties and City Staff. Mayor Burbridge then asked Commission if they would accept the parties and they did. She reviewed the procedures and then asked if any members of the Commission had a conflict of interest, bias, or engaged in ex parte communication, there were none. Mayor Burbridge then swore in the parties and then reviewed the Order of Presentation.

A. Special Use Request for 809 Pioneer Ave.

Roshana presented the Staff Summary and Finding of Facts to Commission. She mentioned that this came to Commission as a variance in January and it was denied recommending that the applicant come back for a special use permit.

The Community Development Department recommends Approving this application (and waiving all fees) for a Special Use Permit to allow a travel trailer to act as a temporary secondary residence located at 809 Pioneer Ave. in Aztec, New Mexico, for the duration of Mrs. Betty Steed's residence at the property; proof of Mrs. Betty Steed's continuing residence at the property must be submitted to the City of Aztec every six months to maintain the Special Use Permit; the Special Use Permit shall expire as soon as Mrs. Betty Steed's residency at this address is no longer existent; advising Commission to accept Findings of Fact #1-5 and vote "Yes" to show the motion as Approved.

Applicant, Kevin Edwards thanked Commission for their time. Interested Party Mr. Steed mentioned that he has Power of Attorney and mentioned that Kevin be able to stay at the residence up to ninety days after Ms. Steed is no longer residing there. Mr. Steed stated that he will see that the affidavit of residency will be submitted every six months for proof that Ms. Steed is still at the residence.

MOVED by Commissioner Locke, SECONDED by Mayor Pro-Tem Sipe to Approve this application (and waiving all fees) for a Special Use Permit to allow a travel trailer to act as a temporary secondary residence located at 809 Pioneer Ave. in Aztec, New Mexico, for the duration of Ms. Betty Steed's residence at the property; proof of Ms. Betty Steed's continuing residence at the property must be submitted to the City of Aztec every six months to maintain the Special Use Permit; the Special Use Permit shall expire 90 days after Ms. Betty Steed's residency at this address is no longer existent; accepting Findings of Fact #1-5. Motion Amended by Commissioner Locke Seconded by Mayor Pro-Tem Sipe to include verification of residency form signed and notarized from Mr. Steed of her continuing residency every 6 months.

A Roll Call Was Taken; All Voted Aye; Motion Passed Five to Zero

XVI. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

Josh mentioned that there have been over 50 applicants for the Community Development Director position, staff has done interviews, and they have made an offer for the position and it was accepted by Margaret Ambresino, she will start next week. Josh mentioned that the Buy Local bags have been completed and the plan is to sell the bags for \$9.00 at different businesses in town. He informed Commission that there will be a Potluck on Monday the 17th at noon for St. Patrick's Day. Josh scheduled a Commission retreat for Friday, March 14th from 12p.m to 4p.m.

Mayor Burbidge has asked that Commissioners give highlights of their advisory boards meeting to the rest of Commission during Commission reports. Four Corners Economic Development will be sponsoring the StreetWise MBA Program put together by Energize coming up this Spring and Fall hosting twenty businesses. This will allow businesses to put together business plans and marketing as they operate their businesses. There will also be a High Desert Discovery Day on April 23-24 at San Juan College for people looking at launching a business. The deadline to apply is March 28. All information is on the www.4cornersed.com website. She also mentioned that Export Tech trains businesses on how to export products out to the country. She mentioned that local businesses Jack's Plastic Welding and Surefire participated. She mentioned that they will be hosting another one in September. She also mentioned that the Four Corners Paddle Trails project has been moved under the tourism committee of 4CED. She mentioned that 4CED has 1,530 jobs in the works for San Juan County. She mentioned the Vision Plan for the City and encouraged Commission to get familiar with the plan. She also mentioned the following meetings that are coming up for Commissioners interested in attending:

- Newly Elected Official Training on March 22
- District Meeting in Gallup on March 20
- Council of Government in Grants March 19
- NMSIF Conference May 7-11
- MOLI Trainings

Mayor Pro-Tem Sipe welcomed the new Commissioners. She asked Steve Mueller, General Services Director when construction on Kokopelli Park will be started again. Steve stated that this item is on the Special Project list and will take a couple of months to complete. She mentioned that there is need for a cross walk by the post office across Rio Grande. She mentioned that she has received compliments on the looks of the baseball parks.

Commissioner Rogers stated that she is excited to be a part of the City Commission.

Commissioner McClure mentioned that there has been only 6 all female councils in the US and this is New Mexico's first all female council.

XVII. DEPARTMENT REPORTS

None

XVIII. ADJOURNMENT

MOVED by Mayor Burbridge to adjourn the meeting at 7:52pm.

Mayor, Sally Burbridge

ATTEST:

Karla H. Sayler, City Clerk

MINUTES PREPARED BY:

Chelsea Clowe, Support Service Secretary

DRAFT

Staff Summary Report

MEETING DATE:	March 25, 2014
AGENDA ITEM:	VIII. CONSENT AGENDA (B)
AGENDA TITLE:	Travel Requests

ACTION REQUESTED BY:	Commission, City Hall, Electric and Library
ACTION REQUESTED:	Approval of Employee/Public Official Travel Requests
SUMMARY BY:	Cheryl Franklin

PROJECT DESCRIPTION / FACTS (Leading Department)

- Resolution 2003-603 identifies the requirement for employee/public official travel requests to be pre-approved by the commission. All travel requests will be submitted to the commission for approval prior to the travel occurring except in unusual circumstances when the City Manager may approve as provided in resolution 2003-603.
- The attached log is sorted by dates of travel and then by department. Four requests for travel had already occurred and the Commission is requesting approval for travel on the date of this meeting; however, the remaining request are dated for future.
- If travel/training is to be reimbursed or some of the costs will be paid by another entity, those notes have been included on the log.

FISCAL INPUT (Finance Department)

- All departments requesting travel have sufficient funds budgeted within their travel/training budgets

SUPPORT DOCUMENTS:	Travel Log March 25, 2014
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DEPARTMENT'S RECOMMENDED MOTION:	Approve Employee/Public Official Travel Requests
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EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: March 25, 2014

Dates of Travel	Department	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY14 Budget Available
03/19/14	Commission	NW NM Council of Governments Grants, NM.	No	No	36.00 169.28	Allocated Meals & Gratuity Estimate; Rate/Mile	Yes
03/20/14	Commission	2014 District Meeting Gallup, NM.	No	No	36.00 30.00 151.52	Allocated Meals & Gratuity Registration Estimated Rate/Mile	Yes
03/21-22/14	Commission	2014 Newly Elected Officials Institute Albuquerque, NM.	Yes	No	36.00 75.00 198.14 93.79	Allocated Meals & Gratuity Registration Estimated Rate/Mile Lodging	Yes
03/22/14	Commission	2014 Newly Elected Officials Institute Albuquerque, NM.	No	No	36.00 75.00 198.14	Allocated Meals & Gratuity Registration Estimated Rate/Mile	Yes
04/06-08/14	City Hall	2014 SHM of NM Conference Albuquerque, NM.	Yes	No	96.00 489.00 198.14 358.00	Allocated Meals & Gratuity Registration Estimated Rate/Mile Lodging	Yes
04/06-09/14	Electric	Engineering & Operating Technical Conference Oklahoma City, OK.	Yes	Yes	216.00 655.00 541.10 50.00 611.51	Allocated Meals & Gratuity Registration Flight & Rental Car Package Estimated Fuel Expense Lodging	Yes
06/08-13/14	Library	ATALM 2014- Archives, Libraries & Museums Palm Springs, CA.	Yes	Yes	624.00 250.00	Allocated Meals & Gratuity Estimated Fuel cost (Registration & Lodging paid for by scholarship)	Yes

Staff Summary Report

MEETING DATE:	25 March 2014
AGENDA ITEM:	VIII. Consent Agenda (C)
AGENDA TITLE:	Animas Watershed Partnership Steering Committee appointment

ACTION REQUESTED BY:	Joshua W. Ray, City Manager
ACTION REQUESTED:	Approval
SUMMARY BY:	Joshua W. Ray, City Manager

PROJECT DESCRIPTION / FACTS (Leading Department)

The Animas Watershed Partnership (AWP) has requested the City of Aztec to appoint a representative to their steering committee. The City has not had a representative on this board previously.

Information on the AWP, direct from their website www.animaswatershedpartnership.org:

The Mission for the AWP is - To protect and improve the quality of water resources in the Animas Watershed. Our values inspire us to create a community-based collaborative process involving all stakeholders in which we operate by consensus, use all available data sources, and make informed decisions based on sound science.

The Steering Committee is comprised of 9 representatives from New Mexico, Colorado, and the Southern Ute Tribe.

In addition to individuals, some of our partner organizations include: San Juan Watershed Group, City of Farmington, City of Durango, San Juan Water Commission, Southern Ute Tribe Water Quality Division, Southwest Water Conservation District, Animas River Stakeholders Group, CO Riverwatch, CO NPS, Trout Unlimited, San Juan Citizens Alliance, Mountain Studies Institute, La Plata Conservation District and the San Juan RC&D.

Ms. May is a resident of the City of Aztec since 2011. She received her Master's in Wildlife and Fisheries Science through Penn State's Watershed Stewardship program in 2011.

She has been active with the AWP for the last 3 years. She is also active with the San Juan Soil & Water Conservation District and with Aztec Trails and Open Spaces.

I am confident that Ms. May will be a very good representative for the City of Aztec.

SUPPORT DOCUMENTS:	Please refer to their website at www.animaswatershedpartnership.org
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DEPARTMENT'S RECOMMENDED MOTION: Move to appoint Melissa May as the City of Aztec representative to the steering committee of the Animas Watershed Partnership.

Staff Summary Report

MEETING DATE: March 25, 2014

AGENDA ITEM: VIII. CONSENT AGENDA (D) **NEW OR UPDATED TEXT IN RED**

AGENDA TITLE: Bid 2014-404 Skid Steer Loader

ACTION REQUESTED BY: Purchasing / Public Works Department

ACTION REQUESTED: Approval

SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS (Leading Department)

- The City's Public Works Department seeks to purchase a new Skid Steer Loader.
- The Skid Steer Loader will expand the department's ability to perform routine maintenance and special projects. With the backhoe attachment, it will be especially useful for the department's effort to clean the arroyos and culverts/bridges following the recent flooding.

PROCUREMENT INPUT (Purchasing)

- Bid # 2014-404 was advertised on March 9, 2014 and opened on March 24, 2014.
- **Four responsive bids were received.**
- **The Public Works Director has reviewed the bids received and has determined the low bid received from Bobcat of Durango for S750 Bobcat Skid-Steer Loader (IT4) meets or exceeds the specifications of the bid.**

FISCAL INPUT (Finance Department)

- **Total Purchase Cost:**
 - Skid Steer Loader: \$54,898.41
 - Delivery to Aztec \$ 1,846.55
 - **Total: \$56,744.96**
- **The FY2014 Adopted Budget, General Fund, Streets Department (101-3310-83250) includes \$55,000 for the purchase of this equipment. Additional funds to meet the financial commitment of the award of the bid are available in the Streets Department budget and will be transferred to the appropriate line item.**

SUPPORT DOCUMENTS: - Skid Steer Loader Spec Sheet

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the award of Bid #2014-404, Skid Steer Loader to Bobcate of Durango in the amount of \$56,744.96/



Product Quotation

Quotation Number: 1836E018606

Date: 2014-03-24 07:30:53

Ship to	Bobcat Dealer	Bill To
City of Aztec	Bobcat of Durango, Durango, CO 989 SOUTH CAMINO DEL RIO DURANGO CO 81303 Phone: 970-247-0161 Fax: 970-247-0168	City of Aztec
Aztec, NM 87410	----- Contact: Zachariah Beach Phone: 9702597945 Fax: 9702597500 Cellular: 9707494754 E Mail: zbeach@bobcatofdurango.com	Aztec, NM 87410

Description	Part No	Qty	Price Ea.	Total	
S750 Bobcat Skid-Steer Loader (IT4)	M0179	1	\$33,826.52	\$33,826.52	
85 HP Turbo Interim Tier 4 Diesel Engine	Lift Arm Support				
Air Intake Heater (Automatically Activated)	Lift Path: Vertical				
Auxiliary Hydraulics: Variable Flow	Lights, Front & Rear				
Backup Alarm	Operator Cab				
Bob-Tach	Includes: Adjustable Cushion Seat, Top & Rear Windows,				
Bobcat Interlock Control System (BICS)	Parking Brake, Seat Bar & Seat Belt				
Controls: Bobcat Standard	Roll Over Protective Structure (ROPS) meets SAE-J1040				
Engine/Hydraulic Systems Shutdown	& ISO 3471				
Horn	Falling Object Protective Structure (FOPS) meets SAE-				
Instrumentation: Engine Temp & Fuel Gauges, Hourmeter,	J1043 & ISO 3449, Level I; (Level II is available through				
RPM and Warning Lights	Bobcat Parts)				
	Tires: 12-16.5 12 PR Bobcat Heavy Duty				
	Warranty: 12 Months, Unlimited Hours				
Factory Installed A91 Option Package	M0179-P01-A91	1	\$6,143.36	\$6,143.36	
Cab enclosure with Heat and AC	Two Speed Travel with SAPR Parking Brake				
High Flow Hydraulics	Suspension Seat with 3-Point Belt				
Sound Reduction	Engine Block Heater				
Hydraulic Bucket Positioning	Attachment Control Kit				
Power Bob-Tach	Cab Accessories Package				
Deluxe Instrument Panel					
Keyless Start					
	Advanced Control System (ACS)	M0179-R01-C03	1	\$934.40	\$934.40
	Air Ride Seat	M0179-R05-C12	1	\$191.36	\$191.36
	Severe Duty Tires	M0179-R09-C04	1	\$512.00	\$512.00
Dealer Installed	Fire Extinguisher Kit	7129307	1	\$100.93	\$100.93
	Strobe Light Kit, Amber	7129301	1	\$170.60	\$170.60
	Tailgate Lock Kit	7128403	1	\$62.70	\$62.70
Attachments	8811 Backhoe	7130772	1	\$8,410.00	\$8,410.00
	--- Quick-Tach Rear Stabilizer Kit	6811449	1	\$1,177.16	\$1,177.16
	--- Quick-Tach Stabilizer Mounting Kit	7152512	1	\$324.77	\$324.77
	--- Rear Auxiliary Hydraulic Kit	7220912	1	\$2,314.46	\$2,314.46
	--- Bob-Tach Adapter (Spacer) Kit for M-Series Loaders	7168932	1	\$489.00	\$489.00
	--- 8811 Mounting Kit for M-Series Loaders (600 & 700 platform)	7168488	1	\$408.57	\$408.57
	--- Rubber Street Pad	6632445	1	\$88.71	\$88.71
	18" Base Class 3, Must order cutting edge.	M7023	1	\$0.00	\$0.00
	--- 18" X-Change Std. Duty Trenching Bucket, Class 3 (Weld-on Teeth)	M7023-R01-C01	1	\$629.60	\$629.60

80" C/I Bucket	6731412	1	\$787.29	\$787.29
--- Bolt-On Cutting Edge, 80"	6718008	1	\$173.53	\$173.53

Total of Items Quoted **\$56,744.96**
Quote Total - US dollars **\$56,744.96**

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance: Purchase Order: _____

Authorized Signature: _____

Print: _____ **Sign:** _____ **Date:** _____

Finance Worksheet

QuoteFinance





Staff Summary Report

MEETING DATE: March 25, 2014
AGENDA ITEM: VIII. CONSENT AGENDA (E)
AGENDA TITLE: MPO Joints Powers Agreement Amendment

ACTION REQUESTED BY: FMPO Policy Committee
ACTION REQUESTED: Approval of Joint Powers Agreement Amendment – Farmington Metropolitan Planning Organization
SUMMARY BY: Bill Watson

PROJECT DESCRIPTION / FACTS

- The Farmington Metropolitan Planning Organization (MPO) recently amended the Joint Powers Agreement (JPA) among the four local governments to include planning provisions related to the national transportation bill, Moving Ahead for Progress in the 21st Century (MAP-21), and to include a conflict resolution clause.
- These additions to the JPA were approved by the MPO Policy Committee on January 16. The JPA now needs to be brought to the four local governments for their approval.
- The term of the agreement remains October 1, 2012 to September 30, 2015, as approved by the four governments in August 2012.

PROCUREMENT / PURCHASING (if applicable)

- Not Applicable

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The amendment does not change the fiscal responsibility of the City to the Farmington MPO.
- The FY14 adopted budget, General Fund, Streets, included funds specific to the Farmington MPO as approved in the original JPA for the period October 2012 to September 2015.

SUPPORT DOCUMENTS: MPO JPA Amendment

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Joint Powers Agreement Amendment – Farmington Metropolitan Planning Organization

**JOINT POWERS AGREEMENT
METROPOLITAN PLANNING ORGANIZATION**

THIS JOINT POWERS AGREEMENT entered into this ____ day of _____, 2012, by and between the **CITY OF AZTEC, NEW MEXICO**, hereinafter referred to as “Aztec”, **CITY OF BLOOMFIELD, NEW MEXICO**, hereinafter referred to as “Bloomfield”, **CITY OF FARMINGTON, NEW MEXICO**, hereinafter referred to as “Farmington”, and the **COUNTY OF SAN JUAN, NEW MEXICO**, hereinafter referred to as “San Juan County”, pursuant to the Joint Powers Agreement Act, being Sections 11-1-1 et. Seq., NMSA 1978, as amended.

WITNESSETH:

WHEREAS, as a result of the 2010 Census of Population and Housing for the United States, the Bureau of the Census has determined that the Farmington area has an Urbanized Area (UZA) population of 53,049 and has Urban Clusters in Aztec (8,456), Bloomfield (9,892), and Kirtland (8,200); and formally was listed as the Farmington Urbanized Area (UZA) in the Federal Register, Volume 77, Number 59 part IV, published on March 27, 2012; and,

WHEREAS, the entities within the Farmington UZA formed a Metropolitan Planning Organization (MPO) through the adoption of a Joint Powers Agreement on April 22, 2003 for the purpose of identifying transportation needs and developing a comprehensive transportation plan for the Metropolitan Planning Area (MPA) that included the Farmington UZA and all areas within the twenty year planning horizon of the UZA; and,

WHEREAS, the member entities of the Farmington Metropolitan Planning Organization (FMPO) contract with the New Mexico Department of Transportation (NMDOT) for the purpose of receiving funding to support the activities of the MPO; and,

WHEREAS, the FMPO is governed by the MPO Policy Committee that is comprised of elected officials, or their alternates, from each of the governmental units participating in the MPO for the purpose of establishing, overseeing, and directing transportation related policy within the Farmington MPA; accomplishing overall transportation planning for the Cities and County within the MPO boundary; performing the work specified in contracts with the New Mexico Department of Transportation; and complying with the provisions of Titles 23 and 49 United States Code related to Metropolitan Planning.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, the parties hereby agree as follows:

SECTION ONE:

Authority: The authority under which the parties have entered into this agreement are the New Mexico Statutes: Sec. 11-1-1 to 11-1-7 NMSA 1978 (Joint Powers Agreements Act); Sec. 3-18-1, Seq. NMSA 1978 (Municipal Code); Sec 4-37-1 et. Seq. NMSA 1978 (County Ordinance); Sec. 13-1-44, Sec. 13-1-111 through Sec. 13-1-117 and Sec. 13-1-135 and Sec. 13-1-136 NMSA 1978 (Procurement Code).

SECTION TWO:

Term: The term of this Agreement shall extend from the 1st day of October, 2012 to the 30th of September, 2015; and this Agreement shall be renewed automatically each year, subject to the appropriation of funds by the Entities.

SECTION THREE:

Fiscal Agent: The parties agree that the Fiscal Agent for the Farmington MPO shall be the City of Farmington. The City of Farmington shall be responsible for the accounting and administration of all funds necessary to operate the MPO. There shall be a Metropolitan Planning Organization Officer (MPO Officer) who shall be an employee of the City of Farmington and shall be responsible to monitor and insure that all expenditures by the MPO shall be done in accordance with the requirements of the New Mexico Procurement Code. In addition, the MPO Officer shall insure that all expenditures of Metropolitan Planning funds received under Title 23 U.S.C. Section 134, Metropolitan Planning, and Title 49 U.S.C. Section 5303, Metropolitan Planning, shall be done in accordance with State and Federal requirements related to the expenditures of such funds.

SECTION FOUR:

Organizational Structure: The organizational structure of the Farmington Metropolitan Planning Organization shall be as follows:

- A. An MPO Policy Committee shall be formed to establish policy to govern the urban transportation planning process.
 - 1. The MPO Policy Committee shall consist of:
 - a. One (1) member who shall be an elected official from Aztec.
 - b. One (1) member who shall be an elected official from Bloomfield.
 - c. Two (2) members who shall be elected officials from Farmington.
 - d. One (1) member who shall be an elected official from San Juan County.
 - e. Each member identified above shall be entitled to one (1) vote. Each member may have an alternate member who shall be formally designated by the Governing Body of that entity and who shall be permitted to participate and vote in the absence of that member. A majority vote of the five members shall be required for any formal action taken by the MPO Policy Committee.

- f. In addition, the Federal Highway Administration (FHWA), the New Mexico Department of Transportation (NMDOT), and other ex-officio (non-voting) members may be established by action of the MPO Policy Committee.
 - g. The MPO Officer and MPO staff shall serve as staff for the Policy Committee and shall be responsible for the keeping and distribution of the agendas, minutes and other records in compliance with all applicable statutes.
2. The function of the MPO Policy Committee shall be as follows:
- a. Serve as a forum for cooperative decision-making in transportation-related matters by principal elected officials of local governments.
 - b. Provide general policy guidance and direction to the Metropolitan Planning Organization and to the Technical Committee for the urban transportation planning process.
 - c. Review and approve actions taken by the Metropolitan Planning Organization in its performance of those functions shown in Subsection C and Subsection D below.
 - d. Provide general policy guidance and direction to the Metropolitan Planning Organization Officer and MPO staff in the performance of his/her duties.
 - e. Receive and consider input to the transportation planning process from the citizens of the MPA.
 - f. Report the status of urban transportation planning at a public meeting at least annually.
 - g. Periodically review and establish the jurisdictional boundaries of the MPA, subject to the review and approval of the Governor of the State of New Mexico, as required by law.
 - h. Develop and approve an annual budget that is adequate to fund the required activities of the MPO.
 - i. Undertake such other activities as it may deem necessary and appropriate to carry out transportation planning for the urban area.
- B. An MPO Technical Committee shall be formed to act as technical advisors to the MPO Policy Committee.
1. The MPO Technical Committee shall consist of:
- a. One (1) member who shall be appointed by Aztec.
 - b. One (1) member who shall be appointed by Bloomfield.
 - c. Two (2) members who shall be appointed by Farmington
 - d. One (1) member who shall be appointed by San Juan County.
2. Membership on the MPO Technical Committee should be made up of persons having expertise in transportation planning or programs or in transportation related planning or programs.

3. Each member of the MPO Technical Committee identified above shall be entitled to one (1) vote. Each member of the MPO Technical Committee may designate an alternate member who shall be permitted to participate and vote in the absence of that MPO Technical Committee member. A majority vote of the MPO Technical Committee's membership shall be required for any formal action taken by the Committee.
 4. In addition, the Federal Highway Administration (FHWA), the New Mexico Department of Transportation (NMDOT) and other appropriate ex-officio (non-voting) members may be established by action of the MPO Policy Committee.
 5. The MPO Officer may be designated as a non-voting ex-officio member of the MPO Technical Committee by the Policy Committee. The MPO Officer and staff shall provide staff assistance to the MPO Technical Committee as necessary, including the keeping and distribution of the agendas, minutes and other records in compliance with all applicable statutes.
 6. The functions of the MPO Technical Committee shall be those designated by the MPO Policy Committee, including, but not limited to, providing technical information and analysis on transportation planning issues and projects; making recommendations regarding the priorities of individual transportation projects to be included on the TIP, and such other functions as are specified elsewhere in this Agreement.
 7. Advisory (voting and non-voting) members may also be designated to participate in the MPO Technical Committee from time to time by action of the MPO Policy Committee.
- C. The Metropolitan Planning Organization shall be designated by the Governor of the State of New Mexico, pursuant to Section 112 of the Federal Highway Act of 1973. The MPO boundary shall be shown in the attached Exhibit A. The MPO boundary shall be reviewed periodically and may be amended by the MPO Policy Committee, subject to the review and approval of the Governor of the State of New Mexico, as required by law.
- D. The Metropolitan Planning Organization, in cooperation with the State, shall perform the following functions:
1. Carry out the metropolitan transportation planning process through the guidance of the federal planning factors and the USDOT-HUD-EPA livability principles, which shall provide for consideration of projects and strategies that will:
 - a. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
 - b. Increase the safety of the transportation system for motorized and non-motorized users.

- c. Increase the security of the transportation system for motorized and non-motorized users.
- d. Increase the accessibility and mobility options available to people and for freight;
- e. Protect and enhance the environment, promote energy conservation, improve the quality of life; and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
- f. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
- g. Promote efficient system management and operation, and;
- h. Emphasize the preservation of the existing transportation system.
- i. Provide more transportation choices
- j. Expand access to affordable housing
- k. Enhance economic competitiveness
- l. Target federal funds towards existing communities to spur revitalization and protect rural landscapes
- m. Increase collaboration among federal, state, and local governments to better target investments and improve accountability
- n. Value the unique qualities in all communities

2. Address the seven National Planning Goals in MAP-21 by establishing performance targets.

<u>Goal Area</u>	<u>National Goal</u>
<u>Safety</u>	<u>To achieve a significant reduction in traffic fatalities and serious injuries on all public roads</u>
<u>Infrastructure condition</u>	<u>To maintain the highway infrastructure asset system in a state of good repair</u>
<u>Congestion reduction</u>	<u>To achieve a significant reduction in congestion on the National Highway System</u>
<u>System reliability</u>	<u>To improve the efficiency of the surface transportation system</u>
<u>Freight movement and economic vitality</u>	<u>To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development</u>
<u>Environmental sustainability</u>	<u>To enhance the performance of the transportation system while protecting and enhancing the natural environment</u>
<u>Reduced project delivery delays</u>	<u>To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies' work practices</u>

3. Develop and publish a Unified Planning Work Program (UPWP) describing all urban transportation and transportation-related planning activities the MPO intends to undertake during the subsequent one year period.
4. Develop and implement a proactive Public Participation Plan (PPP) which will provide complete information to the public in a timely manner, address the public involvement requirements stated in the bill Moving Ahead for Progress in the 21st Century (MAP-21), and provide an opportunity for access to key decisions.
5. Establish a performance-based approach to the transportation decision making process and to transportation plans such as the MTP and TIP
6. Prepare, and periodically update, a Metropolitan Transportation Plan (MTP) which identifies existing or future transportation facilities that should function as an integrated metropolitan transportation system or serve important national and regional transportation functions for a 20-year planning period, including a financial plan that demonstrates how the long range transportation plan can be implemented to maintain the system, make the most efficient use of existing transportation facilities to relieve congestion and maximize the mobility of people and goods, and indicates appropriate transportation enhancement activities. Furthermore, the MTP will include performance measures and targets as well as a report evaluating the condition of the transportation system based on these performance targets.
7. Develop and update a Transportation Improvement Plan (TIP) for the urbanized area which shall include a priority list of proposed federally supported projects within the time period specified by NMDOT and a financial plan which demonstrates how the TIP can be implemented. The TIP will include a description of how it will achieve the performance targets outlined in the MTP.
8. The development of the TIP, and the MTP, shall be coordinated with other providers of transportation within and connecting to the area within the MPA.
9. Coordinate performance targets with NMDOT to ensure consistency.
10. Integrate performance-based processes into other transportation plans.
11. Cooperate with the NMDOT in the development of NMDOT's Long Range Transportation Plan (LRTP) for the MPA, pursuant to Section 134 of Title 23 and Section 5303 of Title 49.
12. Maintain a Traffic Forecast Model (Travel Demand Model) and maintain data on traffic counts and socioeconomic conditions (population, employment, and land use) for the area within the MPA.

13. Develop the Annual Listing of Federally Obligated Projects with obligated amounts for the MPO and publish the results annually on the MPO website.
 14. Manage the expenditures of Metropolitan Planning funds received under Title 23 U.S.C. Section 134, Metropolitan Planning (PL funds), and Title 49 U.S.C. Section 5303, Metropolitan Planning, as amended, and under the direction of the MPO Policy Committee.
 15. Enter into Agreement with NMDOT for funding and other matters as deemed necessary by the MPO Policy Committee.
 16. Take such other actions as may be necessary as directed and approved by the MPO Policy Committee.
- E. MPO Staff shall provide support and assistance to the MPO Policy Committee and MPO Technical Committee.
1. The principal duties of the MPO Officer are:
 - a. Maintain liaison and act in advisory capacity to both committees.
 - b. Provide technical support and assistance in the development and implementation of the UPWP, PPP, TIP and MTP.
 - c. Provide staff assistance to the MPO Technical Committee as necessary.
 - d. Provide liaison to the public on matters related to planning elements for which the state is responsible and insure compliance with the State of New Mexico Open Meetings Act.
 - e. Monitor all expenditures and work performed by the Metropolitan Planning Organization to insure compliance with all State and Federal laws. Process and certify requests for reimbursement with funds apportioned under Title 23, U.S.C. Section 104(f).
 - f. Provide a channel for the transmission of information and directives from the Federal Highway Administration and New Mexico Department of Transportation to the Metropolitan Planning Organization.
 - g. Maintain a current record of expenditures by the State and FHWA for transportation projects and facilities within the MPO's jurisdictional area.
 2. The principal duties of MPO staff are to ensure the MPO is in compliance with all federal and state requirements applicable to metropolitan planning, including carrying out the necessary metropolitan planning activities and keeping and

distributing agendas, minutes, and other records in compliance with all applicable statutes.

SECTION FIVE:

Budgeting and Cost Allocation

- A. The operating costs for the MPO shall be allocated to the entities using the following formula that is based on 2010 Census population figures:

<u>Entity</u>	<u>Population</u>	<u>Percentage of Local Funding Share</u>
Farmington.....	45,877	60%
Aztec.....	6,763	10%
Bloomfield.....	8,112	10%
San Juan County area within MPO boundary (est.)	36,173 (est.)	20%
	<hr/>	<hr/>
	96,925	100%

- B. Farmington will invoice the entities on a quarterly basis for each entity’s share of the actual operating cost of the MPO.
- C. The budget year for the MPO shall be from July 1 to June 30 of each year.
- D. The budget for the MPO shall be established annually based on figures provided for federal funds and approved by the MPO Policy Committee. The annual budget shall be established in a timely manner each year so that each entity can budget its share of the MPO’s operating cost in its own annual budget.
- E. It is further agreed that the parties hereto assume that some of the expense of the continuing transportation planning process will be provided for by funds apportioned under Section 104 (f), 23 CFR or by grants made under Sections 8 or 9, 49 CFR. Expenses not so provided shall be assumed by participating agencies according to the cost allocation specified in Section Five of this Agreement. A listing of anticipated funding sources shall be contained in the annual budget that is developed to support the Unified Planning Work Program for Transportation Planning and which shall be presented to the MPO Policy Committee for approval.

SECTION SIX:

Severability: It is hereby declared to be the intention of the parties that the articles, sections, sub-sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph, section, sub-section, or article of this Agreement, shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases,

clauses, sentences, paragraphs, sections, sub-sections, or articles of this Agreement, since the same would have been entered into by the parties without such invalid portion.

SECTION SEVEN:

Amendment:

- A. This Agreement may be supplemented or re-negotiated as necessary to meet changing conditions and as recommended by the MPO Policy Committee. This may include, but not be limited to, the following:
 - 1. The passage of a new federal transportation bill that includes new or revised requirements for metropolitan planning.
 - 2. A significant change in membership and structure of the MPO that may result from an entity withdrawing from the MPO, additions or reductions of membership to the MPO committees, changes based on census data, or modifications to the MPO boundary.
- B. Except as to the funding formula contained in Section Five, Paragraph A., which may only be amended by unanimous consent of all parties, this Agreement may be amended by mutual agreement of any three of the four parties to the Agreement, as evidenced by written approval of the governing bodies or authorized officials of those three parties.

SECTION EIGHT:

Approvals: This agreement shall be subject to approval by the New Mexico Department of Finance and Administration pursuant to the New Mexico Joint Powers Agreements Act and pursuant to Sec. 13-1-135 NMSA 1978 and shall be effective as of the date of such approval. The MPA boundary, as initially established by this Agreement and as may be periodically amended by the MPO Policy Committee, shall be subject to the approval of the Governor of New Mexico, pursuant to 23 CFR 450.306.

SECTION NINE:

Termination:

- A. One entity may withdraw from this Agreement by giving ninety (90) days notice to the other Entities.
- B. This agreement may be terminated by mutual agreement of any three of the four parties to this Agreement, as evidenced by written approval of the governing bodies or authorized officials of those three parties, and by giving written notice at least ninety (90) days prior to the effective date of termination to the NMDOT and all parties to the Agreement.

SECTION TEN:

Conflict Resolution Process: In the event of a disagreement between the Entities, it is agreed that the Entities will resolve any disagreements at the lowest possible level. If a disagreement cannot be resolved at the lowest level, the Conflict Resolution hierarchy in the following table will be followed. If other agencies are involved, personnel from equivalent organizational levels will be included in the conflict resolution process.

<u>Entity to Entity</u>	<u>Days to Escalate</u>
<u>Technical Committee</u>	<u>Next monthly meeting</u>
<u>Policy Committee</u>	<u>Next scheduled meeting</u>
<u>Local Councils/Commissions</u>	<u>Next scheduled meeting</u>

If the disagreement cannot be resolved at the Technical Committee level and the entities agree to escalate, the issue will be discussed with the Policy Committee at their next scheduled meeting. If an agreement still cannot be reached, then the issue will be escalated to the local councils and commissions at their next scheduled meeting.

Mediation and facilitation may be used at any level to help expedite resolution. Mediation will be at agreement as needed and shall be held within the MPO planning area.

Disposition of Assets Upon Dissolution: The Entities agree that if the MPO formed under this JPA is dissolved or for whatever reason otherwise ceases to exist, any remaining funds and equipment associated with the MPO will be disposed of as follows:

- A. Any remaining funds will be returned to the Entities in proportion to their contribution;
- B. Any remaining equipment will be returned to the Entity contributing it or, if the equipment was purchased with contributed funds, the equipment will be distributed in proportion to contribution made; and,
- C. Any remaining equipment purchased with grant funds obtained from the NMDOT will belong to Farmington, subject to the terms of the grant agreement.

IN WITNESS WHEREOF, the Parties have here unto affixed their signatures:

THE CITY OF AZTEC, NEW MEXICO

MAYOR

ATTEST:

AZTEC CITY CLERK

(SEAL)

APPROVED AS TO FORM:

AZTEC CITY ATTORNEY

THE CITY OF BLOOMFIELD, NEW MEXICO

MAYOR

ATTEST:

BLOOMFIELD CITY CLERK

(SEAL)

APPROVED AS TO FORM:

BLOOMFIELD CITY ATTORNEY

THE CITY OF FARMINGTON, NEW MEXICO

MAYOR

ATTEST:

FARMINGTON CITY CLERK

(SEAL)

APPROVED AS TO FORM:

FARMINGTON CITY ATTORNEY

THE COUNTY OF SAN JUAN, NEW MEXICO

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

ATTEST:

SAN JUAN COUNTY CLERK

(SEAL)

APPROVED AS TO FORM:

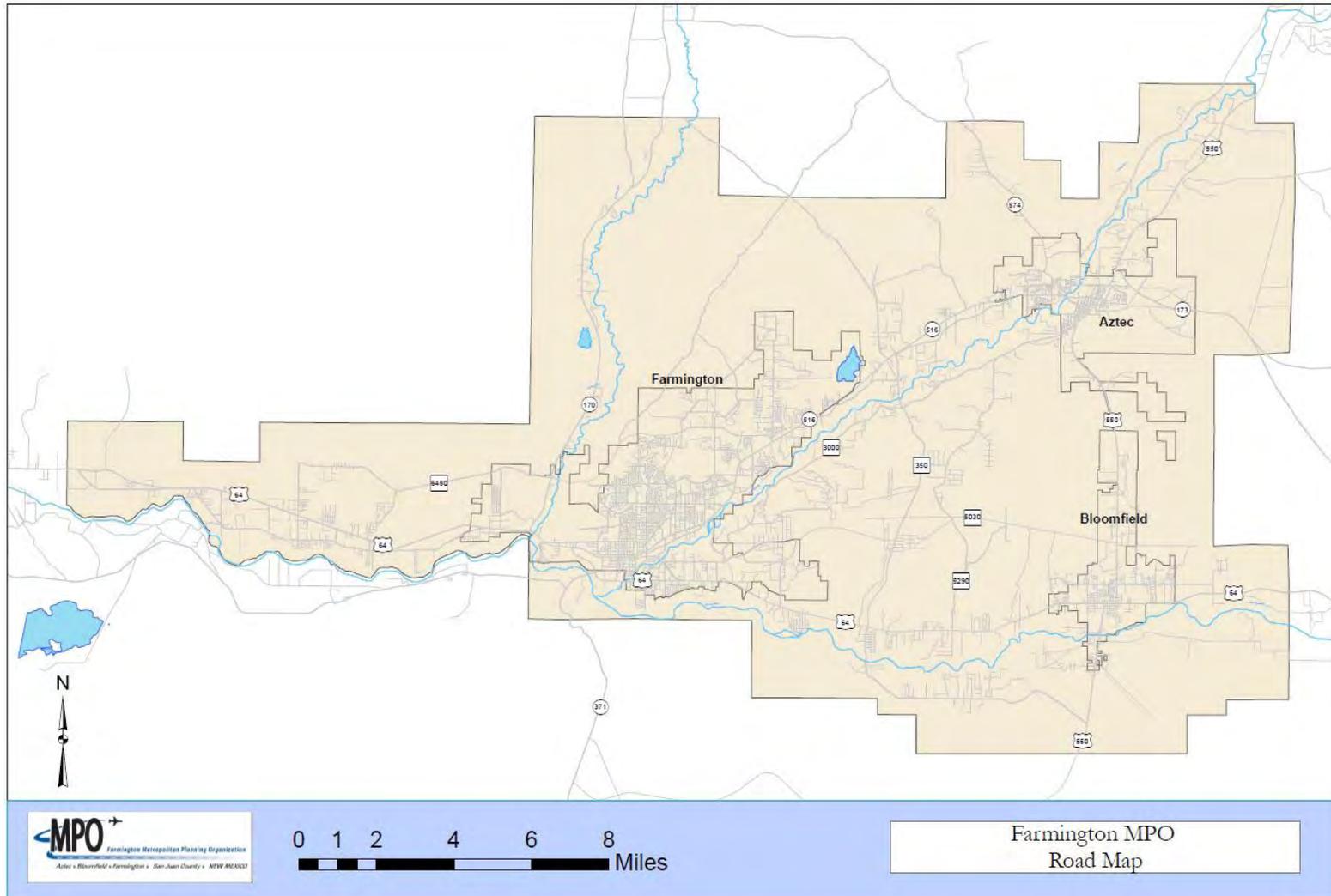
COUNTY ATTORNEY, SAN JUAN COUNTY

APPROVED:
THE STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND
ADMINISTRATION

By: _____
SECRETARY

DATE

EXHIBIT A FARMINGTON MPO BOUNDARY



Staff Summary Report

MEETING DATE: March 25, 2014
AGENDA ITEM: VIII. Consent Agenda (F)
AGENDA TITLE: Resolution 2014-933 Authorizing Signatures for City Accounts

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: Approve Resolution 2014-933 Authorizing Signatures for City Accounts
SUMMARY BY: Kris Farmer

PROJECT DESCRIPTION / FACTS (Leading Department)

- Resolution 2014-933 updates the list of persons authorized to sign on City accounts with respect to the results of the municipal election on March 4, 2014 and organizational meeting of the commission on March 11, 2014.
- Payments exceeding \$5,000 require the approval of three authorized signatories (any combination).
- New investments will require new signature cards to be executed at the time of the investment.
- Signature cards to be executed specific to this resolution
 - Citizens Bank Operating Account (primary account for city transactions)
 - Citizens Bank SWEEP Account (overnight investment account)
 - Citizens Bank CDBG Account (specific to CDBG grant funds)
 - Citizens Bank Certificate of Deposits (existing)
 - Four Corners Community Bank Certificates of Deposit (existing)
 - Wells Fargo Bank Certificates of Deposit (existing)
 - NM Local Government Investment Pool (LGIP)

SUPPORT DOCUMENTS: Resolution 2014-933

DEPARTMENT'S RECOMMENDED MOTION: Move and seconded to approve Resolution 2014-933 Authorizing signatures for City Accounts

**CITY OF AZTEC
RESOLUTION 2014-933**

AUTHORIZING SIGNATURES FOR CITY ACCOUNTS

WHEREAS, the City Commission of the City of Aztec, New Mexico, is authorized Board of Finance of said City of Aztec, and as such has control of the manner and method that monies belonging to the City shall be handled; and

WHEREAS, there have been changes in personnel of said City which requires changes in the officers authorized on withdrawals.

NOW THEREFORE BE IT RESOLVED by the City Commission of Aztec, New Mexico, the Citizens Bank, Aztec, New Mexico, Bank of America, Farmington, New Mexico, Four Corners Community Bank, Aztec, New Mexico, Wells Fargo Bank, Aztec, New Mexico, Local Government Investment Pool (LGIP), State of New Mexico, Vectra Bank, Farmington, New Mexico and Bank of the Southwest, Farmington, New Mexico, be designated as depositories of said City and that funds so deposited be withdrawn upon a check, draft, note or order of the Corporation, and shall require two (2) of the following persons:

Joshua W Ray	City Manager
Kathleen A Lamb	Finance Director
Sally Burbridge	Mayor
Sherri A Sipe	Mayor Pro-Tem
Roberta Locke	Commissioner
Sheri L Rogers	Commissioner
Katee McClure	Commissioner

BE IT FURTHER RESOLVED, by the City Commission of the City of Aztec, New Mexico that all checks, drafts, notes or orders drawn against the City accounts in amount of five thousand dollars (\$5,000.00) or more shall have two (2) of the above mentioned signatures and must be countersigned by one of the following persons:

Sally Burbridge	Mayor
Sherri A Sipe	Mayor Pro-Tem
Roberta Locke	Commissioner
Sheri L Rogers	Commissioner
Katee McClure	Commissioner

BE IT FURTHER RESOLVED, by the City Commission of the City of Aztec, New Mexico that all time certificates of deposit and pooled investment accounts withdrawals or transfers shall require three (3) signatures and the following are hereby authorized to sign and countersign:

Joshua W Ray	City Manager
Kathleen A Lamb	Finance Director
Sally Burbridge	Mayor
Sherri A Sipe	Mayor Pro-Tem

Roberta Locke
Sheri L Rogers
Katee McClure

Commissioner
Commissioner
Commissioner

PASSED, APPROVED AND ADOPTED this 25th day of March 2014.

City of Aztec

Sally Burbridge, Mayor

ATTEST:

City Clerk, Karla H. Sayler

Staff Summary Report

MEETING DATE:	March 25, 2014
AGENDA ITEM:	VIII. Consent Agenda (G)
AGENDA TITLE:	Resolution 2014-934 Authorizing Signatures on Motor Vehicle Department Checking Account

ACTION REQUESTED BY:	Finance Department
ACTION REQUESTED:	Approve Resolution 2014-934 Authorizing Signatures for City of Aztec Motor Vehicle Department Checking Account
SUMMARY BY:	Kris Farmer

PROJECT DESCRIPTION / FACTS (Leading Department)

- Resolution 2014-934 updates the list of persons authorized to sign on City of Aztec Motor Vehicle Department Checking account with respect to the results of the municipal election of March 4, 2014 and organizational meeting of the commission on March 11, 2014.
- For internal control purposes, the TWO (2) signatures that are required will not be allowed to be from the same department. There are sufficient people from various departments that no two signatures will be from the same department.
- Commissioners added as signers on this account, so that if we were to have a check for \$5000.00 or more, there would be a third signature that is required. We are not anticipating this to happen often.
- By adding commissioners to account this will also allow extra signers, in the event that authorized signers were not available, except from the same department

SUPPORT DOCUMENTS:	Resolution 2014-934
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DEPARTMENT'S RECOMMENDED MOTION:	Move and seconded to approve Resolution 2014-934 Authorizing signatures on City of Aztec Motor Vehicle Department Checking Account
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**CITY OF AZTEC
RESOLUTION 2014-934**

Authorizing Signatures for Motor Vehicle Department Bank Account

WHEREAS, the City Commission of the City of Aztec, New Mexico, is the authorized Board of Finance of said City of Aztec, and as such has control of the manner and method that monies belonging to the City shall be handled; and

WHEREAS, there have been changes in personnel of said City which requires changes in the officers authorized on withdrawals for the City Motor Vehicle Department checking account at Wells Fargo Bank, New Mexico, N.A.

NOW THEREFORE BE IT RESOLVED by the City Commission of Aztec, New Mexico, that the City of Aztec Motor Vehicle Department checking account with Wells Fargo Bank, Aztec, New Mexico, is designated as a depository of said City and that funds so deposited be withdrawn upon a check, draft, note or order of the Corporation, and shall require TWO (2) of the following persons:

Joshua W Ray	City Manager
Kathleen A Lamb	Finance Director
Karla H Sayler	City Clerk
Delain George	MVD/Utility Director
Sally Burbridge	Mayor
Sherri A Sipe	Mayor Pro-Tem
Roberta Locke	Commissioner
Sheri L Rogers	Commissioner
Katee McClure	Commissioner

BE IT FURTHER RESOLVED, by the City Commission of the City of Aztec, New Mexico, that all checks, drafts, notes or orders drawn against the City accounts in the amount of five thousand dollars (\$5,000.00) or more shall have two (2) of the above mentioned signatures and must be countersigned by one of the following persons:

Sally Burbridge	Mayor
Sherri A Sipe	Mayor Pro-Tem
Roberta Locke	Commissioner
Sheri L Rogers	Commissioner
Katee McClure	Commissioner

PASSED, APPROVED AND ADOPTED this 25th day of March 2014.

City of Aztec

Sally Burbridge, Mayor

ATTEST:

City Clerk, Karla H. Sayler

Staff Summary Report

MEETING DATE:	March 25, 2014
AGENDA ITEM:	VIII. Consent Agenda (H)
AGENDA TITLE:	Resolution 2014-935 Authorizing Signatures on Municipal Court Cash Bond Checking Account

ACTION REQUESTED BY:	Finance Department
ACTION REQUESTED:	Approve Resolution 2014-935 Authorizing Signatures on City of Aztec Municipal Court Cash Bond Checking Account
SUMMARY BY:	Kris Farmer

PROJECT DESCRIPTION / FACTS (Leading Department)

- Resolution 2014-935 updates the list of persons authorized to sign on City of Aztec Municipal Court Cash Bond Checking account with respect to the results of the municipal election of March 4, 2014 and organizational meeting of the commission on March 11, 2014.
- For internal control purposes, the TWO (2) signatures that are required will not be allowed to be from the same department. There are sufficient people from various departments that no two signatures will be from the same department.
- Commissioners added as signers on this account, so that if we were to have a check for \$5000.00 or more, there would be a third signature that is required. We are not anticipating this to happen often.
- By adding commissioners to account this will also allow extra signers, in the event that authorized signers were not available, except from the same department

SUPPORT DOCUMENTS:	Resolution 2014-935
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DEPARTMENT'S RECOMMENDED MOTION:	Move and seconded to approve Resolution 2014-935 Authorizing signatures on City of Aztec Municipal Court Cash Bond Checking Account
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**CITY OF AZTEC
RESOLUTION 2014-935**

Authorizing Signatures for Municipal Court Cash Bond Checking Account

WHEREAS, the City Commission of the City of Aztec, New Mexico, is the authorized Board of Finance of said City of Aztec, and as such has control of the manner and method that monies belonging to the City shall be handled; and

WHEREAS, there have been changes in personnel of said City which requires changes in the officers authorized on withdrawals for the Municipal Court Cash Bond Checking Account at Citizens Bank, New Mexico, N.A.

NOW THEREFORE BE IT RESOLVED by the City Commission of Aztec, New Mexico, that the City of Aztec Municipal Court Cash Bond checking account with Citizens Bank, Aztec, New Mexico, is designated as a depository of said City and that funds so deposited be withdrawn upon a check, draft, note or order of the Corporation, and shall require TWO (2) of the following persons: For internal control purposes, the combination of signatures, no two signatures can be from the same department.

Carlton Gray	Municipal Judge
Theresa Bounds	Court Administrator
Joshua W Ray	City Manager
Kathleen A Lamb	Finance Director
Karla H Sayler	City Clerk
Delain George	MVD/Utility Director

BE IT FURTHER RESOLVED, by the City Commission of the City of Aztec, New Mexico, that all checks, drafts, notes or orders drawn against the City accounts in the amount of five thousand dollars (\$5,000.00) or more shall have two (2) of the above mentioned signatures and must be countersigned by one of the following persons:

Sally Burbridge	Mayor
Sherri A Sipe	Mayor Pro-Tem
Roberta Locke	Commissioner
Sheri L Rogers	Commissioner
Katee McClure	Commissioner

PASSED, APPROVED AND ADOPTED this 25th day of March 2014.

City of Aztec

Sally Burbridge, Mayor

ATTEST:

City Clerk, Karla H. Sayler

Staff Summary Report

MEETING DATE:	March 25, 2014
AGENDA ITEM:	VIII. Consent Agenda (I)
AGENDA TITLE:	2014 Youth Conservation Corps Service Agreement

ACTION REQUESTED BY:	City Staff
ACTION REQUESTED:	Approval of FY14-15 Youth Conservation Corps Service Agreement
SUMMARY BY:	Kris Farmer

PROJECT DESCRIPTION / FACTS

- City Commission committed to accept the funding from NMYCC on November 26, 2013.
- New Mexico Youth Conservation Corps Commission (NMYCC) has awarded the City the sum of \$91,029.70. This funding is to be used to employ approximately 23 youth between the ages of 14 and 25 fulfilling the mission of NMYCC.
- Two projects and alternate project were identified in the grant request which include :
 1. **Hartman Park #1 Ball Fields** – include landscaping park entrance. Members will construct a split block retaining wall and install post and cable fencing and clear and prep ground for entrance sign. Dugouts, concession stand, pavilion and storage house will all be painted. Continuing the art projects with Aztec high school, members will paint murals on dugouts and concession stand.
 2. **Hartman Park #2** – Corp members will complete landscaping around south pedestrian bridge and adjacent parking lot. Members will install two benches overlooking the river, plant trees, and install irrigation system.
 3. **Alternate project** installing post and cable fence.
- In addition to the development and execution of the above projects, youth employees will be involved in various types of training specific to the skills required for the projects as well as safety training.
- It is anticipated the hiring process will begin mid March and youth will begin full time work May 27 and continue through mid August.
- Follow YCC guidelines as set out in agreement.

PROCUREMENT / PURCHASING (if applicable)

- Materials and supplies that are needed for site prep before the project starts will be purchased early spring.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The City has committed to an in kind sponsor contribution of \$75,931.69. This will be split between the FY14/15 budget. This contribution is a combination of budgeted cash expenditures specific to youth employment and projects and in kind services provided through existing budgeted personnel, facility and equipment utilization.

- Sufficient funds exist in the FY14 budget to cover YCC Grant Coordinator, youth employment, supplies and project materials for the both the YCC and City portions.
- The FY15 preliminary budget will include budget requests to provide sufficient funds to meet the City obligation for July and August 2014 which is approximately \$19,953 (city personnel and material costs) and \$42,646 (YCC youth wage costs).

SUPPORT DOCUMENTS: Service Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve FY14 Service Agreement between the City of Aztec and New Mexico Youth Conservation Corps Commission

**STATE OF NEW MEXICO
GOVERNMENTAL SERVICES AGREEMENT
BETWEEN THE
YOUTH CONSERVATION CORPS COMMISSION
AND
CITY OF AZTEC**

THIS AGREEMENT is made and entered into by and between the State of New Mexico Youth Conservation Corps Commission (YCCC) and City of Aztec (Contractor).

THE PARTIES MUTUALLY AGREE:

1. Scope of Work: The Contractor shall:

A. Plan, design, establish, and manage a Youth Conservation Corps Project (the Project) including recruiting, guiding, and coordinating the work of Corps members and providing them with job and life skills training and educational opportunities in accordance with the NMYCC Act and the Sponsor Application (Attachment 1). The Project shall be considered a Seasonal Project and be no longer than six months. The Project shall begin when the first Corps member begins work and shall end when the last Corps member is released from employment or in six months, whichever date is earlier.

B. YCCC may allow minor changes in the project, budget, or in-kind sponsor contribution (including, but not limited to, transfer of funds from one line item to another, replacing a work project from the scope of work with an alternative project, change in sponsor contribution amounts, or changes in materials provided) without requiring an Amendment to this Agreement, provided that Contractor requests such changes in writing and the YCCC or its Executive Director approve the request in writing. Decreases in the portion of the project's budget or the in-kind sponsor contribution designated as wages for YCCC members shall not be allowed without a written Amendment to this Agreement.

C. Contractor shall make requests for reimbursement on the Request for Reimbursement Form (Attachment 2) and must submit a written Project Status Report with each reimbursement request. Contractor shall use the YCCC web-based reporting system (available at <https://www.YCCC.state.nm.us/YCC>) throughout this Agreement's duration. Contractor shall provide an in-kind sponsor contribution as specified in Attachment 1.

D. Contractor must contribute the amounts specified in Attachment 1, unless Contractor is unable to contribute these amounts because of unforeseen circumstances and obtains written approval for a lesser or prorated amount from the Executive Director. Contractor shall outline Contractor's contribution on the In-Kind Sponsor Match Form/Forms (Attachment 3), outlining Contractor's contribution and submit with proper back-up documentation with each request for reimbursement and

prior to the submittal of the Final Request For Reimbursement. YCCC shall not process Final Request for Reimbursement until Contractor submits In-Kind Sponsor Contribution Form/Forms.

E. Contractor shall not begin the Project until Contractor provides YCCC with proof that it has obtained permission from all land owners or managers where the Project shall take place and the YCC Executive Director issues a letter to proceed.

F. Contractor shall hire Corps members who shall be considered employees of Contractor, and monitor all Corps members and Project activities to ensure compliance with the Project as described in the Scope of Work above. Contractor shall provide supervision of Corps members while on the Project work site, including substitutes, if crew leaders are absent, and ensure the Project work site meets all applicable state and federal health and safety standards and all state and federal labor laws. Contractor shall purchase and provide all tools and materials necessary for implementation of the Project as described in Attachment 1.

G. Contractor shall prepare and submit requests for final reimbursement within 45 days after completion of the Project. NOTE: THE YCC PROJECT ENDS WHEN THE LAST CORPS MEMBER IS RELEASED FROM EMPLOYMENT. Contractor must: 1) submit final Project reports and final budget reports with the final request for reimbursement; 2) prepare and submit in a timely manner any other information related to the Project as requested by YCCC or its Executive Director; and 3) prepare and submit Corps member work performance evaluations and Corps member survey forms at the end of a Corps member's service via the web-based reporting system.

2. Compensation:

A. YCCC shall pay Contractor for services satisfactorily rendered in an amount not to exceed ninety-one thousand twenty-nine dollars and seventy cents (\$91,029.70), which shall include New Mexico Governmental Gross Receipts Taxes, if applicable, and travel pursuant to Paragraph B of this Compensation Section. YCCC shall make payment upon the satisfactory and timely completion of the work described above in the Scope of Work and Attachment 1. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying YCCC when the services provided under this Agreement reach the total compensation amount. In no event shall the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. Reimbursement shall be consistent with the budget outlined in Attachment 1. YCCC MUST receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID

B. YCCC shall pay such travel expenses as may be incurred in, and as are necessary for, the performance of this Agreement at the rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, §§ 10-8-1, *et seq.*, as implemented by the current Department of Finance and Administration (DFA) rule and the current YCCC travel policy. Contractor must use the Vehicle Usage Form (Attachment 4) to request reimbursement of travel expenses, if applicable

C. Contractor shall be responsible for paying New Mexico Gross Receipts taxes levied on amounts payable under this Agreement, if applicable.

D. Contractor must submit detailed statements accounting for all services performed, goods obtained, and expenses incurred. Vouchers must be supported by approved purchase order or equivalent document and invoice by the supplier, evidencing the propriety of each claim for payment. Wage amounts charged shall be based upon payrolls maintained by Contractor and must be supported by time and attendance sheets. If YCCC finds that the statement, services, goods, or expenses are not acceptable, within 30 days after the date of receipt of (i) written notice from the Contractor that payment is requested, and (ii) all supporting documentation, YCCC shall provide the Contractor a letter of exception explaining the defect or objection to the statement, services, goods, or expenses, and outlining steps the Contractor may take to provide remedial action. Upon YCCC's certification that the statement, supporting documentation, services, goods, or expenses have been received and accepted, YCCC shall tender payment to the Contractor within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, YCCC shall not incur late charges, interest, or penalties, for failure to make payment within the time specified herein.

3. Term: This Agreement becomes effective when executed by an authorized representative of Contractor and of YCCC and when DFA encumbers funds for this Agreement. It shall terminate on October 31, 2014 unless earlier terminated pursuant to Section 4, Termination, or Section 5, Appropriations, below.

4. Termination: Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

5. Appropriations: This Agreement's terms are contingent upon the New Mexico State Legislature granting sufficient appropriation an authorization. If sufficient appropriation or authorization is not granted, YCCC may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from YCCC to Contractor. YCCC's decision as to whether sufficient appropriations are available shall be at its sole and absolute discretion and shall be final, binding, and accepted by Contractor.

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

7. Assignment: Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without YCCC's prior written approval.

8. Subcontracting: Contractor shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without YCCC's prior written approval. YCCC may disallow costs incurred by the Contractor in relation to a subcontract if Contractor does not obtain prior written approval.

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

10. Acknowledgment: Contractor shall acknowledge YCCC as a co-sponsor and funding source in all news releases, programs, proceedings and related publicity/publications for the Project.

11. Product of Services; Copyright: All materials developed or acquired by Contractor under this Agreement shall become the State of New Mexico's property and be delivered to YCCC no later than this Agreement's expiration date. Nothing Contractor produces, in whole or in part, under this Agreement shall be the subject of a copyright application or other claim of ownership by or on behalf of Contractor.

12. Conflict of Interest; Governmental Conduct Act: Contractor warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Contractor certifies that all applicable provisions of the requirements of the Governmental Conduct Act, NMSA 1978, §§ 10-16-1 through -18, including provisions related to contracting with, or employing, public officers, legislators, state employees or former state employees, have been followed.

13. Amendment: This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

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

15. Penalties for Violation of Law: The Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

16. Equal Opportunity Compliance: Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

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

18. Compliance with Law and Funding Source Conditions: Contractor shall comply with all applicable state and federal statutes, regulations or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement.

19. Insurance Coverage: Contractor shall provide YCCC a statement indicating that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves or insurance provided by a third party, prior to commencing work under this Agreement and in no case later than 15 days after this Agreement's execution. Contractor shall maintain continuous coverage of the activities described in the Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Contractor shall notify YCCC prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the New Mexico Worker's Compensation Act, NMSA 1978, §§ 52-1-1, *et seq.*, if applicable. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, YCCC may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, § 41-4-19, as it may be amended from time to time.

20. Records and Audit: Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them until three years after the termination date specified in Section 3, Term. These records shall be maintained and available within the State of New Mexico if the Contractor has an office within the state; otherwise, Contractor shall make such records available to YCCC within 10 days upon YCCC's request. During this time, such records shall be subject to inspection by YCCC, DFA and the State Auditor. Contractor further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. YCCC shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose YCCC's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

21. Liability: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, *et seq.*, as amended.

22. Procurement, Utilization, and Disposition of Property: Contractor shall report acquisition of any capital property (property with an expected life of at least one year) to YCCC within one month following the acquisition.

23. Minimum Wage Rate: If applicable, Contractor shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that Department, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

24. Attorney's Fees and Costs: Contractor agrees that if a court of competent jurisdiction finds Contractor has breached this Agreement, or amendments hereto, or to have committed any tortious act relating to this Agreement's scope, YCCC may recover from Contractor reasonable attorneys' fees and costs in connection with litigation brought to obtain the judicial determination and to collect any judgment.

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

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

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

28. Notice:

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

To YCCC:

Executive Director
Youth Conservation Corps
811 St. Michaels Drive Ste 104
Santa Fe, NM 87505

Abby Lewis
Assistant Attorney General
Civil Division
Attorney General's Office
P.O. Drawer 1508
Santa Fe, NM 87504

To the Contractor:

City of Aztec
201 West Chaco
Aztec, NM 87410

To Risk Management Division:

Risk Management Division
General Services Department
P.O. Drawer 26100
Santa Fe, NM 87502-0110

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

STATE OF NEW MEXICO, YOUTH CONSERVATION CORPS COMMISSION

By: _____
Commission Chair or Designee

Date: _____

CITY OF AZTEC

By: _____
Authorized Representative Signature

Date: _____

Contractor's Printed Name and Title

Attachment 1

ATTACHMENT 2

REQUEST FOR REIMBURSEMENT/YOUTH CONSERVATION CORPS				
Sponsor Information		Phone Number:	334-7664	Report #:1
City of Aztec	SHARE NO.	14-522-0150-0050	Start Date of this Reporting Period:	
201 W. Chaco			End Date of this Reporting Period:	
Aztec, NM 87410			% to wages (expended wages vs. total expended)	#DIV/0!

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE ON THE BOTTOM OF THE PAGE.

ITEMS IN BUDGET	YCC BUDGET (Original)	Adjusted Budget	YTD REIMBURSEMENTS	CURRENT REQUESTS	BUDGET BALANCE
Wages/FICA/Unemployment	\$ 81,871.71				\$ 81,871.71
Workers Compensation	\$ 3,419.99				\$ 3,419.99
Training/Education	\$ 2,628.00				\$ 2,628.00
Supplies/Equipment/Miscellaneous	\$ 3,110.00				\$ 3,110.00
TOTAL	\$ 91,029.70			\$ -	\$ 91,029.70

CERTIFICATION

I certify that this is an original and that all expenditures and information reported herein are true and correct, appropriate for purposes in accordance with the terms and conditions and other applicable rules and regulations of the Youth Conservation Corps, and that payment for services on the current request have not been received.

Name (Please Type) _____

Signature: _____

Title (Please Type) _____

Date: _____

PLEASE NOTE; This Form must accompany all Reimbursement Requests.

NOTATIONS:

1. Reports should be numbered consecutively starting with #1.
 2. The cost categories must match the budget stated in the project agreement document. If changes are necessary, a revised budget must be approved by the YCC Commission.
 3. Year-to-Date reimbursements should match the previous request's cumulative reimbursement amount.
 4. Expenditures must be itemized, identified and generally will have been approved in the project applications and the project agreement document.
 5. Sponsor must submit all supporting documentation and project status report must accompany reimbursement requests.
 6. Budget balance must take into account the approved budget less current request and less all previously approved payments.
 7. Nothing should be put in the "Adjusted Budget" column unless YCC staff has approved a budget adjustment request.
- Have you included Attachment 3, support documentation for all line items associated with in-kind contribution and a Project Status Report? If this is a FINAL also include the Final Project Report, Corps member surveys and work performance evaluations.

ATTACHMENT 3

IN-KIND SPONSOR MATCH FORM/YOUTH CONSERVATION CORPS					
Sponsor Information		Phone Number:	334-7664		Report #:1
City of Aztec	SHARE NO:	14-522-0150-0050		Start Date of this Reporting Period:	
201 W. Chaco				End Date of this Reporting Period:	
Aztec, NM 87410		% match met (expended vs. budgeted)			0.00%
INSTRUCTIONS FOR FILLING OUT THIS FORM ARE ON THE BOTTOM OF THE PAGE.					
ITEMS IN BUDGET	YCC BUDGET (Original)	Adjusted Budget	YTD REIMBURSEMENTS	CURRENT REQUESTS	BUDGET BALANCE
Wages/FICA/Unemployment	\$ 13,480.18				\$ 13,480.18
Workers Compensation	\$ 563.51				\$ 563.51
Training/Education	\$ 500.00				\$ 500.00
Supplies/Equipment/Miscellaneous	\$ 61,388.00				\$ 61,388.00
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL	\$ 75,931.69			\$ -	\$ 75,931.69

CERTIFICATION

I certify that this is an original and that all expenditures and information reported herein are true and correct, appropriate for purposes in accordance with the terms and conditions and other applicable rules and regulations of the Youth Conservation Corps.

Name (Please Type) _____ Signature: _____
Title (Please Type) _____ Date: _____

PLEASE NOTE; This Form must accompany all Reimbursement Requests.

NOTATIONS:

1. Reports should be numbered consecutively starting with #1.
 2. The cost categories must match the budget stated in the project agreement document. If changes are necessary, a revised budget must be approved by the YCC Commission.
 3. Year-to-Date reimbursements should match the previous request's cumulative reimbursement amount.
 4. Expenditures must be itemized, identified and generally will have been approved in the project applications and the project agreement document.
 5. Sponsor must submit all supporting documentation and project status report must accompany reimbursement requests.
 6. Budget balance must take into account the approved budget less current request and less all previously approved payments.
 7. Nothing should be put in the "Adjusted Budget" column unless YCC staff has approved a budget adjustment request.
- Have you included Attachment 2, time sheets (proof of payment), invoices (P.O. #'s if applicable & proof of payment), and a Project Status Report?
If this is a FINAL, also include the Final Project Report, Corps member surveys and work performance evaluations.

Staff Summary Report

MEETING DATE: February 25, 2014
AGENDA ITEM: XI. Business Item (A)
AGENDA TITLE: Annexation Agreement - State Trust Land

ACTION REQUESTED BY: State Land Office and City Staff
ACTION REQUESTED: Approve Annexation Agreement
SUMMARY BY: Roshana Moojen

PROJECT DESCRIPTION / FACTS

- Ordinance 98-216 included a proposed annexation of State Trust Land. Under State Statute, annexation of state lands is not permissible or valid without an approved annexation agreement.
- This issue with the City's annexed territory was identified by the State Land Office during discussions with the State Land Office regarding the development of a special use license to complete the Phase II Environmental Assessment on the historic landfill property, which is State Trust property.
- Following approval of the annexation agreement, the City will move forward with negotiations with the State Land Office to develop a planning and zoning agreement that will allow the City to regulate land uses on state trust land (subject to State Land Office approval); such an agreement may also provide the City with joint review authority for future commercial leases of state trust property within City limits..

SUPPORT DOCUMENTS:

- Annexation Agreement
- Annexation Map
- Ord. 98-216

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Annexation Agreement with the New Mexico State Land Office to correct the annexation of State Trust Land originally identified in Ordinance 98-216.

**ANNEXATION AGREEMENT FOR NEW MEXICO STATE TRUST LANDS
BETWEEN THE CITY OF AZTEC AND
THE COMMISSIONER OF PUBLIC LANDS**

This annexation agreement (the “Agreement”) is entered into as of _____, 2014, by and between the CITY OF AZTEC, a political subdivision of the State of New Mexico (the “City”), and the COMMISSIONER OF PUBLIC LANDS for the State of New Mexico, Trustee for the Enabling Act of June 20, 1910, 36 Statute 557, ch. 310 (the “Commissioner”), and is effective as of the date set forth below that it is signed by the Commissioner. This Agreement sets forth the intention of the parties hereto, each individually a “Party,” and collectively the “Parties.” The Commissioner agrees to annexation of certain state trust land situated in San Juan County containing approximately 320.18 acres (the “Property”) subject to this Agreement, and the City has agreed to annex the Property subject to this Agreement.

RECITALS

- A. **WHEREAS**, the Commissioner holds and manages approximately 320.18 acres of state trust land within the presumptive City limits; and
- B. **WHEREAS**, under New Mexico law, the City may not annex the Property without the consent of the Commissioner, and state trust properties are not subject to regulation by the City absent express authorization from the Commissioner permitting such regulation; and
- C. **WHEREAS**, pursuant to the New Mexico Constitution, the Commissioner has the authority to direct, control, and care for and dispose of all state trust land pursuant to Article XIII, Section 2, of the New Mexico Constitution; and
- D. **WHEREAS**, notwithstanding the Commissioner’s sole authority over state trust land, working cooperatively, transparently, fairly, and in good faith with the

City will benefit the state land trust and its beneficiaries, and will also benefit the City and its residents; and

- E. **WHEREAS**, the City has a legitimate interest in ensuring planned, orderly development within the City and providing for long term growth; and
- F. **WHEREAS**, The City and the Commissioner wish to cooperate to provide for the annexation by the City of the Property and for the coordinated and harmonious development of the Property, consistent with the respective interests of the City and the Commissioner and consistent with the respective statutory and other rights and duties of the Parties to secure the public health, safety, and welfare and to protect the intended beneficiaries of the Property; and
- G. **NOW THEREFORE**, the Commissioner and the City agree as follows:

ANNEXATION AGREEMENT

- 1) State Trust Land. The Property is held in trust as part of the “public properties” of the State, pursuant to the New Mexico Enabling Act and the New Mexico Constitution. The Commissioner, pursuant to the New Mexico Constitution, has the authority to direct, control, care for, and dispose of all public properties including the Property to be annexed. No other persons have an ownership interest in the property other than holders of leases, rights-of-way, or easements pursuant to conveyances of record in the Commissioner’s Records Division.
- 2) Proximity to Municipal Limits. The Property is either contiguous to the existing municipal boundaries of the City or within the City’s proposed annexation area.
- 3) Annexation Is Appropriate. The Property is appropriate for annexation pursuant to the City’s comprehensive plan, policies, and ordinances relating to annexation.

- 4) Annexation Purposes. The Commissioner’s consent to annexation of the Property is for purposes of establishing the municipal boundary. It is understood that the City may exercise its existing taxation authority within its municipal boundary. This Agreement does not constitute agreement by the Commissioner to consent to City land use regulations, ordinances, zoning, business licensing, or other City land use requirements (“Land Use Authority”). The Commissioner retains Land Use Authority over the Property until such time as the Commissioner and the City may enter a separate written agreement whereby the Commissioner agrees to subject the Property to City Land Use Authority.
- 5) Consent. The Commissioner hereby consents to the planned annexation of state trust properties described on Exhibit A to this Agreement.
- 6) Joint Planning of State Trust Properties. The Commissioner and the City will pursue opportunities to jointly plan, master plan, or rezone state trust properties within the City’s municipal boundary.
- 7) Joint Marketing and Economic Development. The City and the Commissioner will explore opportunities for joint marketing of state trust properties, and will pursue economic development opportunities intended to benefit the local community and the state trust property.
- 8) Municipal Services and Infrastructure. Upon annexation, the Property will be eligible to receive services from the City, including without limitation water, waste water, solid waste disposal, police, and fire services (all such services regardless of whether enumerated herein collectively being “municipal services”). The City shall provide infrastructure and municipal services to state trust properties developed within the

City in accordance with the City's typical processes and fees or pursuant to the terms of any jointly developed plans or other agreement. It is understood that the City shall not be required to provide municipal services where it is prohibited from doing so by a decree of a court or applicable rulings of the Public Regulation Commission.

- 9) Leases between the City and the Commissioner. When the Commissioner and the City are parties to a lease of state trust properties, the Commissioner will consult with the City prior to any sale, exchange, or other conveyance of the underlying trust properties. Upon the City's request and where not in conflict with the best interest of the trust, the Commissioner will withhold from disposition any property encumbered by a lease with the City.
- 10) Successors. This Agreement will inure to the benefit of, and be binding upon, the successors in interest to the property.
- 11) Severability. If any part of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
- 12) Termination. This Agreement may be terminated at any time by written mutual agreement by the Commissioner and the City. Termination shall not affect the annexations covered by this Agreement that were completed by the City prior to the termination of this Agreement.
- 13) Execution in Counterparts. This Agreement may be executed in one or more identical counterparts which, when assembled together, will constitute one Agreement which

will be binding on both the City and the Commissioner and their respective successors and assigns.

14) Entire Agreement, Merger, Amendment. This Agreement incorporates all the agreements, covenants and understandings between the City and the Commissioner concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise will be valid or enforceable unless embodied in this Agreement. This Agreement will not be altered, changed or amended except by instrument in writing executed by the City and the Commissioner.

15) Notice. The following addresses and numbers are provided for the purpose of providing any notices under this Agreement. A party may change the notice information by sending written notice to the other party.

Commissioner

New Mexico Commissioner of Public Lands
310 Old Santa Fe Trail
Santa Fe, NM 87501
Attn: Assistant Commissioner, Commercial Resources Management
Division

And

New Mexico State Land Office
Office of the General Counsel
310 Old Santa Fe Trail
Santa Fe, NM 87501

City

City of Aztec
201 W. Chaco St.
Aztec, NM 87410

WITNESS WHEREOF, the City and the Commissioner have executed this Agreement effective as of the date of signature by the Commissioner, below.

THE CITY OF AZTEC

By: _____

Its: _____

Date: _____

(ACKNOWLEDGMENT)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2014 by _____, on behalf of the City of Aztec, New Mexico as its _____.

(Title)

Notary Public

My Commission Expires

STATE OF NEW MEXICO
COMMISSIONER OF PUBLIC LANDS

Ray Powell, M.S., D.V.M.

Effective Date: _____

Exhibit A to City of Aztec Annexation Agreement

SE4NW4, SEC 2/T30N/R11W (40 acres)

NE4NE4, SEC 2/T30N/R11W (40.18 acres)

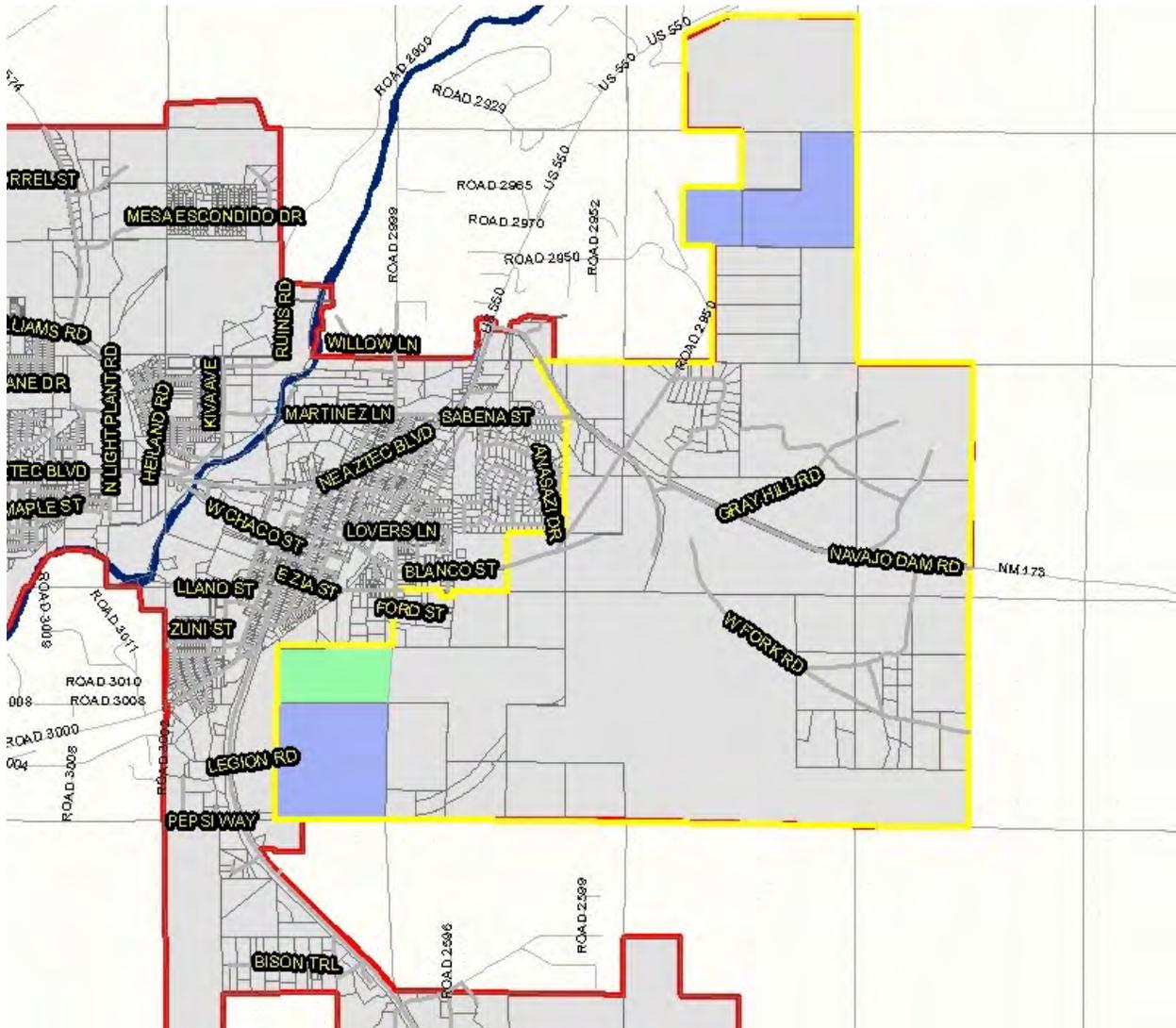
SE4NE4, SEC 2/T30N/R11W (40 acres)

SW4NE4, SEC2/T30N/R11W (40 acres)

SE4, SEC 16/T30N/R11W (160 acres)

TOTAL 320.18 acres

- The 1998 annexation is outlined in yellow.
- The parcels in blue are currently State Land and were at the time of the 1998 annexation.
- The parcel in green was State Land at the time of the 1998 annexation but has since been conveyed and is now private land.



*Ordinance to file @ County
1-20-99*

CITY OF AZTEC

ORDINANCE NO. 98-216

AN ORDINANCE PROVIDING FOR THE ANNEXATION TO THE CITY OF AZTEC OF CONTIGUOUS TERRITORY LOCATED IN SECTIONS 35, 2, 10, 11, 12, 13, 14, 15, 16 N.M.P.M. SAN JUAN COUNTY, NEW MEXICO.

WHEREAS, Rowand R. Chaffee, Emery C. Arnold, Albert R. Greer, E.A. Current, Robert J. Trimble, Frank Deen, Donald R. Candelaria, Lewis C. Townsend, Joseph F. Burns and Roland R. Pyle submitted annexation petitions covering 967.53 acres in said Sections ; and

WHEREAS, the total land area covered by said petitions exceeds fifty-one percent (51%) of the private territory proposed for annexation, as required by law; and

WHEREAS, the City of Aztec has concluded that efforts to "manage growth" in these new territories is in the best interest of the citizens of Aztec; and

WHEREAS, the City Staff have reviewed the petitions and map presented and have concluded that the territory meets the other standards for annexation set forth in Article 7 of Chapter 3, NMSA 1978; and

WHEREAS, the City of Aztec has assumed responsibility for having the basic provisions of police and fire protection available for current and future residents; and

WHEREAS, the City of Aztec has assumed responsibility for having the provisions of water and electricity available for current and future land owner(s) and subdivider(s) within a reasonable time limit and following the provisions of municipal line extension policy, subdivision regulations, zoning ordinance and the community development plan; and

WHEREAS, the City recognizes the value of annexing this territory so that it may zone said territory and better control land use and subdivision activity; and

WHEREAS, the Planning and Zoning Board and City Commission of Aztec have determined that annexation of such territory to the City of Aztec is in the best interests of the citizens of the City of Aztec.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF AZTEC, NEW MEXICO THAT:

Section I:

The City of Aztec, pursuant to the provisions of Section 3-7-17, NMSA 1978, does hereby, with the adoption of this ordinance, express its consent to the annexation to the City of Aztec of the contiguous territory below described, and does hereby annex the following described territory to the present boundaries of the City of Aztec, to-wit:

The legal description of the entire territory contiguous to the City of Aztec providing for the annexation to the City of Aztec territory located in Township 31 North, Range 11 West and in Township 30 North, Range 11 West, N.M.P.M, San Juan County, New Mexico.

THE FOLLOWING LEGAL DESCRIPTION IS ACCOMPANIED WITH THE ATTACHED MAP OF CONTIGUOUS TERRITORY TO THE CITY OF AZTEC:

In T30N, R11W., N.M.P.M.:

- Section 2: The E1/2
- The SE1/4 NW1/4
- The E1/2, NE1/4, SW1/4
- The E1/2, SE1/4, SW1/4

Section 10: The S1/2, SE1/4

The NE1/4, SE1/4

The SE1/4, NE1/4

The N1/2, NE1/4 , EXCEPTING THEREFROM those lands generally described as lying southwesterly of the northeasterly right-of-way line of New Mexico State Highway No. 173, said lands being previously annexed to the City of Aztec by Ordinance 90-110 dated September 11, 1990.

Section 11: All

Section 12: The W1/2

Section 13: The W1/2

Section 14: All

Section 15: All, EXCEPTING THEREFROM that portion of Swire Heights subdivision within the NW1/4 NW1/4 previously annexed to the City of Aztec by ordinance No. 95-172 dated August 1, 1995.

Section 16: The SE1/4
The S1/2, NE 1/4

In T31N, R11W

Section 35: The SE1/4
The E1/2, SW1/4, EXCEPTING THEREFROM those properties lying north of the southerly right-of-way line of the now abandoned Denver & Rio Grande Railroad, said properties as described in the following records of San Juan County:

Sp. Warranty Deed - Bk. 1186, Pg. 238

Warranty Deed - Bk. 1134, Pg. 536

Real Estate Contract - Bk. 1144, Pg. 812

Warranty Deed - Bk. 1128, Pg. 554 (Tr. 1)

Real Estate Contract - Bk. 1121, Pg. 154

Warranty Deed - Bk. 1080, Pg. 782 (Tr. II)

Real Estate Contract - Bk. 1235, Pg. 452

Warranty Deed - Bk. 1018, Pg. 74

Said tract of land contains approximately 3601.65 acres, more or less.

Section 2.

That the City Clerk be, and she hereby is, directed, pursuant to said statute, to file a copy of this Ordinance, together with a copy of the plat of the territory so annexed, in the Office of the County Clerk and to send copies of the Ordinance to the Secretaries of Finance and Administration and Taxation and Revenue.

Section 3.

That said territory within said Sections is hereby annexed and shall upon annexation, be included in the A-1, R-1, O-1, zoning districts, all pursuant to the provisions of the City of Aztec Zoning Ordinance.

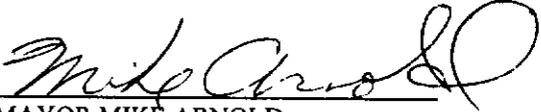
Section 4.

That the annexation of such territory to the City of Aztec shall be deemed complete within thirty days after the filing of a copy of this Ordinance in the Office of the County Clerk unless an appeal be made to the District Court as provided in said statute.

PASSED, APPROVED, SIGNED AND ADOPTED this 21st day of July, 1998.

CITY OF AZTEC

BY:


MAYOR MIKE ARNOLD

SEAL

ATTEST:


JACKIE JORDAN, DEPUTY CITY CLERK

Advertised Date: July 29, 1998
Effective Date: August 13, 1998
File Date:

