

A G E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
August 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, July 22, 2014
- B. Special Commission Meeting Minutes, August 18, 2014
- C. Travel Requests
- D. Appointment of 2014 New Mexico Municipal League (NMML) Annual Conference Voting Delegates-Annual Business Meeting
- E. FY15 Annual Budget Approval Acknowledgement
- F. Bid 15-438 KSB Submersible Pump
- G. Bid 15-0418 Aztec Remote SCADA Project
- H. RFQ 14-0413 Arroyo Easement Services
- I. Resolution 2014-943 Project No. SP-5-14(187) Funding Extension Request (Simons Road)
- J. RFP2014-228 Animas River Diversion Smith Engineering Contract Amendment #1
- K. Annual MOU for FY15 CDWI Application
- L. Animal Care and Control Intergovernmental Agreement between City of Aztec and Bernalillo County
- M. General Services/Parks - Copier Lease 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"

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

VIII. CONSENT AGENDA (CONTINUED)

- N. Installation and Maintenance Agreement between City of Aztec and New Mexico Department of Transportation for Community Way Finding Signs
- O. City Manager Agreement
- P. RFQ-15-0420 Municipal Collection Services
- Q. Visitor Center Document Destruction
- R. Resolution 2014-944 Adopting the 2016-2020 Infrastructure Capital Improvement Plant (ICIP)

IX. ITEMS FROM CONSENT AGENDA

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. Russell Planning & Engineering, Contract Change Order #1
- B. H.O. Construction, Contract Change Order #1

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

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

CITY OF AZTEC
COMMISSION MEETING MINUTES
July 22, 2014

I. CALL TO ORDER

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

II. INVOCATION

The Invocation was led by Judge, Carlton Gray

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was let by General Services Director, Steve Mueller

IV. ROLL CALL

Members Present: Mayor, Sally Burbridge; Mayor Pro-Tem, Sherri Sipe; Commissioner Roberta Locke; Commissioner Katee McClure; Commissioner, Sheri Rogers

Members Absent: None

Others Present: City Manager, Joshua Ray; City Attorney, Larry Thrower ; Administrative Assistant, Sherlynn Morgan; Project Manager, Edward Kotyk (see attendance sheet)

V. AGENDA APPROVAL

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Locke to Approve the Agenda with changes to move Closed Session B after Business Item #2

VI. CITIZEN RECOGNITION

None

VII. EMPLOYEE RECOGNITION

None

VIII. CONSENT AGENDA

MOVED by Commissioner Locke, SECONDED by Commissioner Rogers to Approve the Consent Agenda as presented

- A. Commission Workshop Minutes, July 8, 2014
- B. Commission Meeting Minutes, July 8, 2014
- C. Travel Requests
- D. Destruction of Records for Utility Admin Office
- E. Crime Stoppers Inter-Governmental Agreement
- F. Lodger's Tax Advisory Board Member Appointment
- G. Resolution #2014-940 FY 15 Annual Budget Adoption
- H. Resolution #2014-941 Surplus
- I. San Juan Basin Community Wildfire Protection Plan Agreement
- J. Resolution 2014-942 Approval of FY14 4th Quarter Financial Report

IX. ITEMS FROM CONSENT AGENDA

None

X. CITIZENS INPUT

None

XI. BUSINESS ITEMS

- A. Bid 2014-391 Ruins Trail Pedestrian Bridge Change Order #2

Josh mentioned that this is the item that was presented at the June 10 Commission Meeting where Gary Huffman RMCI Project Manager eluded to the fact that the project may be delayed due to high run-off of the Animas River. Currently they anticipate the project to be complete by July 25.

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner McClure to Approve Bid 2014-391 Ruins Trail Pedestrian Bridge Change Order #2

- B. Pioneer Heights Subdivision Agreement

Josh mentioned that this item is to approve the Agreement Amending Subdivision Final Plat Requirements for Pioneer Heights Subdivision. Approving this would mean the suspension would be lifted and the development can continue. There were discussions on the installation of the sidewalks in the subdivision. The contract reads that the City will have to

achieve completing sidewalks. The developer is not responsible because the lots were sold. The City will issue sidewalk compliance notices to the owners of the parcels, upon receipt of the notice the owners will have 30 days to either hire their own contractor to install the sidewalk or the City will install the sidewalk. If the City installs the sidewalk then the landowner has the option of direct pay to the City or having the cost assessed to his/her property taxes. Josh mentioned that if the land owner does not pay for the sidewalk the City will Lien the property just like a utility account. Larry mentioned that once the agreement is approved by Commission and signed by all parties he will draft and will record a release of the existing suspension.

MOVED By Mayor Pro-Tem Sipe, SECONDED by Commissioner McClure to Approve Memorandum Agreement Amending Subdivision Final Plat Requirements For The Pioneer Heights Subdivision

All Voted Aye, Motion Passed 5-0

XII. LAND USE HEARINGS

A. Mosaic Academy-Conditional Use

Mayor Burbridge opened the Land Use Hearing for a Conditional Use Application for Mosaic Academy. 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 reviewed the Order of Presentation.

Michelle Morgan opened up by stating that Mosaic Academy would like to continue the conditional use permit that was issued in March 2006. The permit was renewed again in January 2010 for 4 years. She mentioned that A Conditional Use Permit allows unusual characteristics or services that are additional uses to a respective district. This permit is specific to the property and property owner. The permit becomes void if and when the property is ever sold. In this case the department has received a signed letter from the landowner allowing this type of use for this property and will allow the Mosaic School to be the representative of the Conditional Use Permit. Mosaic Academy is seeking to continue their services and wants to establish a permanent facility. This request for a continuance is for 5 years.

The Community Development Department recommends approving this application for a Conditional Use Permit to allow the Mosaic Academy Charter School to continue in a R-2 Multi-Family Residential zoned district, located at 450 Llano Street

Aztec, NM 87410, Property Tax ID # R0001781; advising Commission to accept Findings of Fact # 1- 9.

MOVED by Commissioner Locke, SECONDED by Mayor Pro-Tem Sipe to Approve this application for this application for a Conditional Use Permit to allow the Mosaic Academy Charter School to continue in a R-2 Multi-Family Residential zoned district, located at 450 Llano Street Aztec, NM 87410, Property Tax ID # R0001781 accepting Findings of Fact # 1- 9.

A Roll Call was taken: All voted Aye Motion passed 5-0

XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

Josh reported that the we will be working on the final document of the budget to present to the public. He mentioned that National Night Out will be Tuesday July 29 from 5-7pm at Minimum Park. He also reminded Commission about the Annual Conference coming up in Albuquerque August 27-29. The Commission meeting for August 26th will be moved to Monday the 25th.

Mayor Burbridge reported that on Monday, August 4th the Chamber of Commerce will be doing a strategic planning session and invited commission to attend. On Tuesday August 5th there will be a 4CED membership meeting and the Secretary from Workforce Solutions will be in attendance speaking at the meeting.

Mayor Pro Tem Sipe mentioned that the DOT Commissioners meeting will be Thursday July 24th at 8:00am at the Farmington Civic Center and the Frontier Community Meeting will be at City Hall in Aztec also on Thursday the 24th at 10:00 am and the Main Street Emerging Communities meeting will be at City Hall from 1:00pm-3:00pm. Mayor Pro-Tem mentioned that she visited the new Pedestrian Bridge location and mentioned that it is very impressive. She mentioned that her nephew was visiting the area from Montana and complimented on the appearance of our City and how nice it looks. She mentioned that all the Commissioners will be participating in the ice bucket challenge at National Night Out.

Commissioner Rogers mentioned that she viewed the video on National Night Out and mentioned it was good quality.

Commissioner Locke mentioned that there was good a turnout for the Blues Festival. She mentioned that the DWI Treatment Facility will be celebrating their 20 year anniversary with a reception being held at the Facility on July 30 from 12-1:30pm. She asked Code Compliance to check on RV's parked on Mossman and Apache Streets that are obstructing the views on the streets. She thanked Judge Gray for the beautiful prayer at the

beginning of the meeting. She mentioned that her nephew and his friend left for the Navy this morning. She mentioned that she will be on vacation in August for 10 days.

Commissioner McClure reported that this year's Blues Festival was the largest in attendance. She thanked Steve Mueller and the Parks department for their help in the set up for the Blues Festival and Commissioner Locke for helping with the Festival. She thanked Commissioner Rogers for helping with the clean up. She thanked Department Heads for the Monthly Reports and requested that she would like something to interpret the acronyms in some of the reports.

XIV. DEPARTMENT REPORTS

Mike Heal reported on National Night out and mentioned the guests that will be attendance. He thanked Greg Allen for producing the Video on National Night Out. He also mentioned the vendors that donated items. He mentioned that there are 92 businesses participating in the event.

Cindy Iacovetto, Community Center reported that the San Juan Animal League vaccination clinic was a huge success at the center. She mentioned that there were 421 animals that were vaccinated.

Bil Homka, Community Development apologized for not having a Monthly Report. He mentioned the Fair Booth and invited Commission to volunteer.

XV. CLOSED SESSION

A. Closed Session Pursuant to Section 10-15-1H (8) Real Property Considering Gomez Mineral Closing

At 7:10 pm Mayor Burbridge moved the meeting into Closed Session Pursuant to Section 10-15-1H (8) Real Property Considering Gomez Mineral Closing.

Mayor Burbridge voted Aye; Mayor Pro-Tem voted Aye; Commissioner Rogers voted Aye; Commissioner Locke voted Aye; Commissioner McClure voted Aye

Mayor Burbridge re-opened the Commission Meeting at 7:20 pm stating nothing had been discussed other than matters Pursuant to Section 10-15-1H (8) Real Property Considering Gomez Mineral Closing

Mayor Burbridge voted Aye; Mayor Pro-Tem voted Aye; Commissioner Rogers voted Aye; Commissioner Locke voted Aye; Commissioner McClure voted Aye

XVI. BUSINESS ITEMS (2)

A. Purchase of Real Property, Potential Legal Dispute

MOVED by Commissioner Rogers, SECONDED by Commissioner McClure to Approve The Agreement For The Purchase of Real Property Gomez Minerals LLC

All Voted Aye; Motion Passes 5-0

XVII. CLOSED SESSION

B. Closed Session Pursuant to State Law, Section 10-15-1 (H-2) Limited Personnel Matters, City Manager Evaluation

At 7:30pm Mayor Burbridge moved the meeting into Closed Session Pursuant to State Law, Section 10-15-1 (H-2) Limited Personnel Matters, City Manager Evaluation.

Mayor Burbridge voted Aye; Mayor Pro-Tem voted Aye; Commissioner Rogers voted Aye; Commissioner Locke voted Aye; Commissioner McClure voted Aye

Mayor Burbridge re-opened the Commission Meeting at 10:00 pm stating nothing had been discussed other than matters Pursuant to State Law, Section 10-15-1 (H-2) Limited Personnel Matters, City Manager Evaluation.

Mayor Burbridge voted Aye; Mayor Pro-Tem voted Aye; Commissioner Rogers voted Aye; Commissioner Locke voted Aye; Commissioner McClure voted Aye

XVII. ADJOURNMENT

MOVED by Mayor Burbridge to adjourn the meeting at 10:05 pm.

Mayor, Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Karla Sayler, City Clerk

CITY OF AZTEC
SPECIAL COMMISSION MEETING MINUTES
August 18, 2014

I. CALL TO ORDER

Mayor Burbridge called the Meeting to order at 5:18pm at the Aztec City Commission Room, City Hall, 201 W. Chaco, Aztec, NM.

II. INVOCATION

The Invocation was led by City Manager, Joshua Ray

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was let by Commissioner, Katee McClure

IV. ROLL CALL

Members Present: Mayor, Sally Burbridge; Commissioner Katee McClure; Commissioner; Sheri Rogers

Members Absent: Mayor Pro-Tem, Sherri Sipe; Commissioner Roberta Locke

Others Present: City Manager, Joshua Ray; City Clerk, Karla Sayler (see attendance sheet)

V. AGENDA APPROVAL

MOVED by Commissioner McClure, SECONDED by Mayor Burbridge to Approve the Agenda as presented

All Voted Aye; Motion Passed 3-0

VI. CONSENT AGENDA

- A. NMDOT Cooperative Project Agreement-Construction Work, Control Number F100090 and Termination of Contract Number D13765

Mayor Burbridge questioned how far along we are on funding that legislature has set aside for this project. Kathy Lamb, Finance Director mentioned that we have 2 years to request for the funding and mentioned

that DOT has asked that we delay requesting so that it corresponds closer with the amendment that is in progress.

MOVED by Commissioner Rogers, SECONDED by Commissioner McClure to Approve NMDOT Cooperative Project Agreement – Construction Work, Control Number F100090 and Termination of Contract Number D13765

VII. ITEMS FROM CONSENT AGENDA

None

XVII. ADJOURNMENT

MOVED by Mayor Burbridge to adjourn the meeting at 5:22 pm.

Mayor, Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Karla Sayler, City Clerk

Staff Summary Report

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

ACTION REQUESTED BY:	Senior Center, Public Works, Library, City Hall, Commission, Courts, General Services, Visitor Center and Community Dev.
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. Two requests for travel had already occurred and the Senior Center and Public Works are 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 August 25, 2014

DEPARTMENT'S RECOMMENDED MOTION: Approve Employee/Public Official Travel Requests

**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: AUGUST 25, 2014**

Dates of Travel	Department	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY15 Budget Available
08/18-20/14	Senior Center	36 th Annual NM Conf. on Aging Albuquerque, NM.	Yes	No	86.40 95.00 50.00 135.60	Meal & Gratuity Allowance Registration Estimated Fuel Cost Estimated Lodging Cost	Yes
08/20-21/14	Public Works	Arterial 1 B Plan Review W/DOT Santa Fe, NM.	Yes	No	60.00 75.00 226.70	Meal & Gratuity Allowance Estimated Fuel Cost Estimated Lodging Cost	Yes
08/26-27/14	Library	57 th NMML Annual Conference Albuquerque, NM.	Yes	No	50.40 90.00 50.00	Meal & Gratuity Allowance Registration Estimated Fuel Cost (Lodging w/family)	Yes
08/26-29/14	City Hall	57 th NMML Annual Conference Albuquerque, NM.	Yes	No	132.00 280.00 199.80 250.00	Meal & Gratuity Allowance Registration Estimated Fuel Cost Estimated Lodging Cost	Yes
08/26-29/14	Commission	57 th NMML Annual Conference Albuquerque, NM.	Yes	No	108.00 280.00 75.00 252.00	Meal & Gratuity Allowance Registration Estimated Fuel Cost Estimated Lodging (Travel & Lodging w/S.Sipe)	Yes
08/26-29/14	Commission	57 th NMML Annual Conference Albuquerque, NM.	Yes	No	108.00 280.00 252.00	Meal & Gratuity Allowance Registration Estimated Lodging (Travel & Lodging w/Sally B.)	Yes

**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: AUGUST 25, 2014**

Dates of Travel	Department	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY15 Budget Available
08/26-29/14	City Hall	57 th NMML Annual Conference Albuquerque, NM.	Yes	No	108.00 280.00 75.00 250.00	Meal & Gratuity Allowance Registration Estimated Fuel Cost Estimated Lodging Cost	Yes
08/26-29/14	Courts	57 th NMML Annual Conference Albuquerque, NM.	Yes	No	122.40 280.00 50.00 250.00	Meal & Gratuity Allowance Registration Estimated Fuel Cost Estimated Lodging Cost	Yes
09/09/12/14	General Service	NMRPA State Conference 2014 Las Cruces, NM.	Yes	No	132.00 135.00 150.00 304.65	Meal & Gratuity Allowance Registration Estimated Fuel Cost Estimated Lodging Cost	Yes
09/21-27/14	Public Works	ASCE Week 2014 A Continuing Education Event Las Vegas, NV.	Yes	Yes	378.00 1195.00 1525.00 400.00 1169.28	Meal & Gratuity Allowance Registration Registration; Refund from Nashville applied 2 Seminar Estimated Fuel Cost Estimated Lodging Cost	Yes
09/27-29/14	Visitor Center	Grand Circle Assoc. Quarterly Meeting Mesa Verde, CO.	Yes	Yes	144.60 43.00 24.00 157.20	Meal & Gratuity Allowance Meal & Tour Registration Estimated Fuel Cost Estimated Lodging Cost	Yes
10/11-18/14	General Service	National Parks & Recreation Conf. Charlotte, NC.	Yes	Yes	414.60 559.00 700.00 1079.00	Meal & Gratuity Allowance Registration Estimated Fuel Cost Estimated Lodging Cost	Yes

**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: AUGUST 25, 2014**

Dates of Travel	Department	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY15 Budget Available
10/27-31/14	Comm. Dev.	AACE Educational Conference Rosemont, IL.	Yes	Yes	252.60 425.00 489.20 123.00 628.28	Meal & Gratuity Allowance Registration Airfare Estimate- Fuel, Parking, Taxi Estimated Lodging Cost	Yes

Staff Summary Report

MEETING DATE: August 25, 2014
AGENDA ITEM: VIII. CONSENT AGENDA (D)
AGENDA TITLE: Appointment of 2014 New Mexico Municipal League (NMML)
Annual Conference Voting Delegates-annual Business Meeting

ACTION REQUESTED BY: City Commission, City Clerk on behalf of the NMML
ACTION REQUESTED: Approve Delegates
SUMMARY BY: Karla Sayler

PROJECT DESCRIPTION / FACTS

- The 57th Annual NMML Conference will be held August 27-29, 2014 in Albuquerque, NM.
- The League has requested that each Municipality appoint a voting delegate and an alternate to participate in the Annual Business Meeting on Thursday.
- Governing Body members who plan to attend this conference are: Mayor, Sally Burbridge, Mayor Pro-Tem, Sherri Sipe, and Commissioner, Sheri Rogers.
- It is recommended that Mayor Sally Burbridge be appointed as the voting delegate and Mayor Pro-Tem Sherri Sipe be appointed the alternate.

SUPPORT DOCUMENTS: Memo from the New Mexico Municipal League

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Mayor, Sally Burbridge as the Voting Delegate and Mayor Pro Tem, Sherri Sipe as the Alternate Voting Delegate for the 2014 Annual New Mexico Municipal League Business Meeting.



MUNICIPAL CLERKS: PLEASE DISTRIBUTE COPIES TO YOUR ENTIRE GOVERNING BODY

TO: MAYORS/ GOVERNING BODY MEMBERS
FROM: William F. Fulginiti, Executive Director
SUBJECT: 2014 ANNUAL CONFERENCE VOTING DELEGATES
DATE: July 22, 2014

The 57th Annual Conference of the NM Municipal League will be held August 27th through the 29th in Albuquerque.

At the Annual Business Meeting on Thursday, August 28th, a President Elect, Vice President, Treasurer and three Directors-at-Large (2-Year Term) will be elected. Also, the Annual Statement of Municipal Policy and Annual Conference Resolutions will be adopted.

Each member municipality in good standing that is registered and attending the Annual Conference shall be entitled to one delegate vote in electing officers, deciding municipal policy and voting upon all other questions at the Annual Business Meeting. A municipality in good standing means that at least one-half of the municipality's current League annual dues must have been paid prior to or at the Conference. The vote of the municipality is cast by the Voting Delegate (or in her/his absence, the Alternate) who is selected by the governing body of the municipality.

The Annual Business Meeting will be conducted in accordance with Robert's Rules of Order Revised, and the Annual Business Meeting Rules and Procedures, which shall govern the actions and deliberations of the League membership assembled in convention. Enclosed for your information are the Policy Process Outline and the Annual Business Meeting Rules and Procedures.

Please place the selection of a Voting Delegate and Alternate on the agenda of your next official governing body meeting. The Voting Delegate and Alternate must be persons planning to attend the Conference. Once they are selected, please enter the names and titles of the Voting Delegate and Alternate for your municipality and return this form to the League Office no later than Friday, August 22, 2014.

Please note that this is not an official registration form for the Annual Conference for either the Voting Delegate or the Alternate. Delegates must register for the Conference on the form provided in the Conference information you have already received.

Voting Delegates and Alternates must check in with NMML Staff at the Credential's Desk at Conference Registration.



Municipality: City of Aztec

Voting Delegate: Sally Burbridge Title: Mayor

Alternate: Sherri Sipe Title: Mayor Pro-Tem

Approved By: _____

PLEASE RETURN BY OR BEFORE AUGUST 22, 2014

Jackie Portillo, Support Services Coordinator
NM Municipal League
P.O. Box 846 - Santa Fe, NM 87504
Fax: 505-984-1392

Staff Summary Report

MEETING DATE: August 25, 2014
AGENDA ITEM: VIII. CONSENT AGENDA (E)
AGENDA TITLE: **FY15 Annual Budget Approval Acknowledgement**

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: Acknowledgement of FY15 Annual Budget Approval
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The FY15 Annual Budget has been approved by NM DFA Local Government Division as of August 12, 2014. Budgets approved by the Division are required to be made a part of the minutes of the government body according to Section 6-6-5 NMSA 1978.

SUPPORT DOCUMENTS: NM DFA Local Government Division Approval Letter, August 12, 2014

DEPARTMENT'S RECOMMENDED MOTION: Move to Acknowledge NM DFA LGD Approval of FY15 Annual Budget

SUSANA MARTINEZ
GOVERNOR

THOMAS E. CLIFFORD, PH.D.
CABINET SECRETARY



WAYNE SOWELL
DIRECTOR

JESSICA LUCERO
ASSISTANT DIRECTOR

Original: Kathy
cc: Gosh
Mayor

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ Suite 201 ♦ Santa Fe, NM 87501
PHONE (505) 827-8051 ♦ FAX (505) 827-4948

August 12, 2014

The Honorable Sally Burbridge
Mayor
City of Aztec
201 W Chaco St.
Aztec, NM 87410-1915

Dear Mayor Burbridge:

The final budget of your local government entity for Fiscal Year 2014-15, as approved by your governing body, has been examined and reviewed. We find it has been developed in accordance with applicable statutes and budgeting guidelines. Sufficient resources appear to be available to cover budgeted expenditures.

In accordance with Section 6-6-2-(E) NMSA 1978, the Local Government Division (Division) certifies your final FY 201-15 budget. *The Budget Certification Rule, 2.2.3 NMAC*, requires that your most recent audit that should have been submitted to the Office of the State Auditor as of this time is for FY 2012-2013. Our information indicates that you are in compliance with this requirement.

Budgets approved by the Division are required to be made a part of the minutes of your governing body according to Section 6-6-5 NMSA 1978. In addition, Section 6-6-6 NMSA 1978 provides that the approved budget will be binding on local officials and governing authorities. Any official or governing authority approving claims or paying warrants in excess of the approved budget or available funds will be liable for such claims and warrants allowed.

Furthermore, state statute requires all revenue sources be expended only for public purposes, and if applicable, in accordance with the Procurement Code, Chapter 13, Article 1, NMSA 1978. Use of public revenue is further governed by Article 9, Section 14 of the Constitution of the State of New Mexico, commonly referred to as the Anti-donation clause.

Finally, please be advised that approval by the Division is required by Section 6-6-2 (G) (H) NMSA 1978, of all transfers between funds and all budget increases.

If you have any questions, please call me at (505) 827-4127.

Sincerely,

A handwritten signature in blue ink that reads "Erica Cummings".

Erica Cummings
Budget and Finance Analyst

Staff Summary Report

MEETING DATE:	August 25, 2014
AGENDA ITEM:	VIII. CONSENT AGENDA (F)
AGENDA TITLE:	<u>BID #15-438 KSB Submersible Pump</u>

ACTION REQUESTED BY:	Finance Department, Public Works Department
ACTION REQUESTED:	Approval
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

- As part of the Animas River Water Diversion Project, a new pump will be installed in the river pump station.
- The pump station currently includes two pumps, only one which is a KSB submersible pump (preferred configuration). The new pump specifications (pump and motor), identified by Smith Engineering (engineer of record for the project), are identical to the existing submersible pump.
- It is necessary to procure the new pump ahead of the construction of the diversion project due to the lead time for the delivery of the pump (24-26 weeks). Installation of the pump will be included in the diversion project.
- The second pump currently in the pump house (referred to as "Big Orange") will be repurposed for other uses as identified by the Public Works Department.

PROCUREMENT / PURCHASING (if applicable)

- Bid #15-438 KSB Submersible Pump was advertised August 3, 2014 and bid was opened August 18, 2014.
- Two responsive bids were received. Pump specifications provided with both bids have been reviewed and confirmed with engineer to meet specifications provided.
- Low bid was submitted by Alpha Southwest of Albuquerque, New Mexico. Bid identifies 24-26 week delivery of the pump.
 - Bid Amount: \$78,837.50

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The FY15 Adopted Budget currently includes \$690,000 for the Animas River Water Diversion project which is the source of funds for the award of this bid (as well as Consent Agenda Item J).

SUPPORT DOCUMENTS: Bid Tabulation

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Bid 15-438 KSB
Submersible Pump to Alpha Southwest in the amount of \$78,837.50.



Bid Tabulation
Bid 15-438
KSB Submersible Pump
Opened August 18, 2014 2:00 PM
Bid Award August 25, 2014

Item	Description	Alpha Southwest		Apex Pinnacle Corp	
		Desc	Total Bid	Desc	Total Bid
1	KSB Submersible Pump	KRT K 150-401/1554XNG-K Estimated Delivery: 24-26 weeks	\$78,837.50	KRT K 150-401-1554XNG-K Estimated Delivery: 200 days (28.5 weeks)	\$84,765.05
TOTAL BID:			\$78,837.50		\$84,765.05
Total Bid Comparison Including 5% NM State Preference:			\$74,895.63		
Total Bid Comparison Including 10% Resident Veteran Preference					

Staff Summary Report

MEETING DATE:	August 25, 2014
AGENDA ITEM:	VIII. CONSENT AGENDA (G)
AGENDA TITLE:	<u>BID 15-0418 AZTEC REMOTE SCADA PROJECT</u>
ACTION REQUESTED BY:	Finance Department, Public Works Department
ACTION REQUESTED:	APPROVAL
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The next phase of improvements for the Aztec Water system includes automation and reporting of pump stations, water tanks and water reservoirs.
- The City retained the services of George Ivey, SCADA Consultant, to configure the radio network for the SCADA automation and the services CHC Engineers to develop the design-build bid document.
- A design-build project would include all labor and materials required to provide engineering, construction and other related services necessary to design and to construct a fully automate and report the required systems compliant with the applicable codes. Related services include, demolition of unnecessary equipment, permitting, programming the reporting and automation system, construction and commissioning of the project.

PROCUREMENT / PURCHASING (if applicable)

- Bid 15-0418 was advertised on June 29, 2014, mandatory pre-bid meeting on July 7, 2014, and bids were opened on August 4, 2014. Two firms attended the mandatory pre-bid limiting bid acceptance to those firms. One contractor submitted a responsive bid on August 4, 2014.
- Bid was submitted by Pillar Innovations in the total amount of \$620,000, significantly exceeding the available funds for this project.
- Staff's recommendation is the Commission approve rejection of the bid and cancellation of this procurement while other options are further researched and discussed with the Engineer.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- FY15 Adopted Budget, Joint Utility Fund, Water Treatment Plant, includes \$400,000 specific to the SCADA project.

SUPPORT DOCUMENTS: Bid 15-0418 Bid Tabulation

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the rejection of bid and cancellation of this procurement.



Bid Tabulation
Bid 15-418
Aztec Remote SCADA Project
Opened August 4, 2014 2:00 PM
Bid Rejected August 25, 2014

		Pillar Innovations	
Item	Description	Calendar Days to Complete	Total Bid
1	Design of Aztec Water System Remote SCADA Project	60	\$250,000.00
2	Installation/Implementation of Design	120	\$370,000.00
TOTAL BID:			\$620,000.00
Total Bid Comparison Including 5% NM State Preference:			\$589,000.00
Total Bid Comparison Including 10% Resident Veteran Preference			

Staff Summary Report

MEETING DATE:	August 25, 2014
AGENDA ITEM:	VIII. CONSENT AGENDA (H)
AGENDA TITLE:	<u>RFQ 14-0413 Arroyo Easement Services</u>
ACTION REQUESTED BY:	Finance Department, Public Works Department
ACTION REQUESTED:	Approval
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

- September 2013, heavy rains resulted in flooding in San Juan County, New Mexico including areas of Aztec.
- The City does not currently have maintenance easements along the arroyos within the city limits preventing the City from entering private property to maintain the arroyos as necessary.
- Future funding opportunities for mitigation projects on the arroyos will require the City to have legal access to the arroyos.

PROCUREMENT / PURCHASING (if applicable)

- A request for quotes was posted on May 23, 2014, with proposals submitted by June 11, 2014 for evaluation. Notice of the request was sent to all local (San Juan County) engineering firms. In addition to researching property ownership and surveying of necessary easements, the request also includes the successful firm to conduct public meetings, negotiate the acquisition and recording of the easements.
- Two proposals were received: Souder Miller and Associates and Sakura Engineering.
- Proposals were evaluated and scored, tabulation is attached. Original quotes provided by Souder Miller & Associates and Sakura Engineering are also attached.
- Due to limited funds available for the project, negotiations with Souder Miller and Associates were conducted to narrow the scope of the project.
- Souder Miller and Associates will provide revised scope of service specific to Blanco and Williams Arroyo. The scope of services will be reviewed by the City Engineer prior to agreement approval by City Manager.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The FY15 Adopted Budget, General Fund, Streets, includes \$180,000 specific to the Arroyo project.

- Souder Miller and Associates Revised Fees, August 20, 2014 (includes GRT)
 - Blanco Arroyo \$85,663.50 *
 - Hampton Arroyo \$74,349.87
 - Williams Arroyo \$24,953.85 *
 - Estes Arroyo \$36,417.68
- Approval of agreement with Souder Miller & Associates specific to services on Blanco and Williams Arroyos (*) will provide funds to be available to procure hydrology modeling on the Blanco Arroyo and if necessary, funds to negotiate easement acquisition with property owners.
- Easement acquisition will be conducted in accordance with federal guidelines. This is critical if the City were to receive federal funds in the future for mediation on any of the arroyos.

SUPPORT DOCUMENTS: Scored Evaluation Tabulation
 Original Quotes from Souder Miller & Associates and Sakura Engineering
 Souder Miller and Associates Revised Fees 8/20/14

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Blanco and Williams Arroyo Easement Services to Souder Miller and Associates and authorize City Manager to execute professional services agreement.

SAKURA ENGINEERING



CITY OF AZTEC
REQUEST FOR QUOTATION
(RFQ)

DATE: May 23, 2014	RETURN TO: CITY OF AZTEC ATTN: PURCHASING RFQ # 14-0413 201 W CHACO AZTEC NM 87410 FAX: (505) 334-7649	THIS IS NOT AN ORDER
RFQ #: 14-0413		
DUE DATE: June 11, 2014		
TIME: 2:00 PM		

NEW MEXICO IN STATE PREFERENCE	PAYMENT TERMS	F.O.B./FREIGHT TERMS	SHIPPING TIME
# <u>L0378309072</u> <u>In-State or Veteran's Preference will be applied to only those certified bidders who have completed item 6 or 7 below</u>	<u>18</u> % <u>45</u> DAYS NET 30 DAYS AFTER RECEIPT OF INVOICE	N/A	N/A

ITEM	DESCRIPTION	COST
1	Blanco Arroyo Survey & Easement Acquisition as per Specifications	\$ 100,727.00
2	Hampton Arroyo Survey & Easement Acquisition as per Specifications	\$ 73,890.00
3	Williams Arroyo Survey & Easement Acquisition as per Specifications	\$ 64,770.00
4	Estes Arroyo Survey & Easement Acquisition as per Specifications	\$ 37,070.00

Refer all questions regarding this Request for Quotation to Kathy Lamb at (505) 334-7653 or email klamb@aztecnm.gov

SOUDER MILLER & ASSOCIATES



CITY OF AZTEC
REQUEST FOR QUOTATION
(RFQ)

DATE: May 23, 2014	RETURN TO: CITY OF AZTEC ATTN: PURCHASING RFQ # 14-0413 201 W CHACO AZTEC NM 87410 FAX: (505) 334-7649	THIS IS NOT AN ORDER
RFQ #: 14-0413		
DUE DATE: June 11, 2014		
TIME: 2:00 PM		

NEW MEXICO IN STATE PREFERENCE	PAYMENT TERMS	F.O.B./FREIGHT TERMS	SHIPPING TIME
# <u>L2012634688</u> <u>In-State or Veteran's Preference will be applied to only those certified bidders who have completed item 6 or 7 below</u>	_____% _____ DAYS NET 30 DAYS AFTER RECEIPT OF INVOICE	N/A	N/A

ITEM	DESCRIPTION	COST
1	Blanco Arroyo Survey & Easement Acquisition as per Specifications	\$88,415.13
2	Hampton Arroyo Survey & Easement Acquisition as per Specifications	\$87,587.97
3	Williams Arroyo Survey & Easement Acquisition as per Specifications	\$38,317.08
4	Estes Arroyo Survey & Easement Acquisition as per Specifications	\$40,714.31

Refer all questions regarding this Request for Quotation to Kathy Lamb at (505) 334-7653 or email klamb@aztecnm.gov

**City of Aztec
Quote 14-0413
Arroyo Easement Services
Scored Evaluation Tabulation**

Evaluation Criteria>

Approach

Ability

Cost

**In State = 5 pts
Veterans = 10
pts**

**Score Totals From
Each Evaluator**

**Proposal Evaluation
Score Average**

Evaluator # >

H K R W

H K R W

H K R W

H K R W

1 2 3 4

Rank

Souder Miller & Associates
Sakura Engineering

30	25	21	26	
30	20	24	13	

(Max Points: 30)

30	25	20	19	
30	25	23	15	

(Max Points: 30)

40	40	40	40	
37	37	37	37	

(Max Points: 40)

5	5	5	5	
10	10	10	10	

(Max Points: 10)

105	95	86	90	
107	92	94	74	

(Max Points: 110)

93.98	1
91.73	2



August 20, 2014

#P2123259

City of Aztec
ATTN: Kathy Lamb, Finance Director
201 W Chaco
Aztec, NM 87410

RE: RFQ No. 14-0413 Arroyo Easement Services – Revised Fees

Dear Ms. Lamb:

Thank you for meeting with us to discuss the scope of work as it relates to the project. We have considered all the changes to the scope discussed, including Ed Kotyk’s changes to the various lengths and parcel count. Following is our revised breakdown by arroyo:

CITY OF AZTEC RFQ 14-0413 - REVISED FEES 8/20/14			
ITEM	DESCRIPTION	COST \$	COST w/ NMGRT
1	Blanco Arroyo - Survey & Easement Acquisition per Specification	79,456.00	85,663.50
2	Hampton Arroyo - Survey & Easement Acquisition per Specification	68,962.20	74,349.87
3	Williams Arroyo - Survey & Easement Acquisition per Specification	23,145.60	24,953.85
4	Estes Arroyo - Survey & Easement Acquisition per Specification	33,778.72	36,417.68
TOTAL		205,342.52	221,384.90

Thank you for your consideration of SMA. Should you have any questions, please feel free to contact me at 505-325-7535 or via email at: bill.brewster@soudermillers.com.

Sincerely,
Souder, Miller & Associates

Douglas W. Mize, P.E.
Vice President/General Engineering Business Line Manager

William F. Brewster, P.S., CFedS
Survey Business Line Manager

SOUDER, MILLER & ASSOCIATES (SMA) – SCOPE OF SERVICES

Coordination

SMA will coordinate with the Owner as required to meet the goals and objectives of the project. This will include coordinating client requests, title work and filing of final plats. Coordination will include, but not be limited to, sharing electronic files, discussing acquisition concerns and resolution, filing easements, and assisting with coordination efforts with licensing from other agencies.

Attend Project Meetings

SMA will coordinate and attend project meetings with the Owner to complete the Project. SMA has budgeted four (4) meetings in addition to the meetings associated with outreach to the public. SMA anticipates these meetings will be required to address issues and/or concerns as the survey and acquisition process progresses.

Estimated Timeline

Attached is a Project Schedule in Gantt chart format. The project start date is September 2, 2014 and end date December 31, 2014.

ARROYOS SURVEY PLAN

1. All surveys shall conform to the current edition of the New Mexico Minimum Standards for Surveying.
2. San Juan Title Company will be retained to obtain the last vesting deed into each private parcel to insure correct ownership and legal description.
3. A strip map shall be prepared for each arroyo showing all parcels affected by the easement (to include private and government parcels) at a drawing no less than 60 feet = 1 inch. See the attached Exhibit 1 of a similar project map prepared for the City of Farmington.
4. An individual legal description, with exhibit, shall be prepared for each private parcel easement. Exhibit format may vary between an “of” description (i.e.: “the northerly 15 feet of Lot 5, Block 1, Aztec Subdivision”) and a typical metes and bounds description.
- 5.

Following are the specific Arroyos to be surveyed and their limits of survey and parcel acquisition services:

Blanco Arroyo Survey Limits

The limits of the Blanco Arroyo runs southeasterly from the Animas approximately 7,200 feet through an urban area in open and closed conveyances to APN 2-063-177-436-472 (Weber Gordon) where this section will end. This would result in the following scope of work:

- Arroyo survey of both left and right banks with major structure crossings at Aztec Blvd.; Ash St.; Main St.; Alley; Church St.; Alley; Mesa Verde; Lovers Lane; Rio Grande St.; Blanco St. and Zia Street – 7200 feet.
- Approximately fifty-one (51) individual private owners will be involved in the acquisition services – SEE ATTACHED EXHIBIT A.

Williams Arroyo Survey Limits

The limits for the Williams Arroyo will run from the Animas River to Rio Grande Avenue, approximately 3300 feet. This would result in the following scope of work:

- Arroyo survey of both left and right banks starting at the Animas River to Rio Grande Avenue for an approximate total length of 3,300 feet.
- Approximately sixteen (16) individual private owners will be involved in the acquisition services – SEE ATTACHED EXHIBIT A.

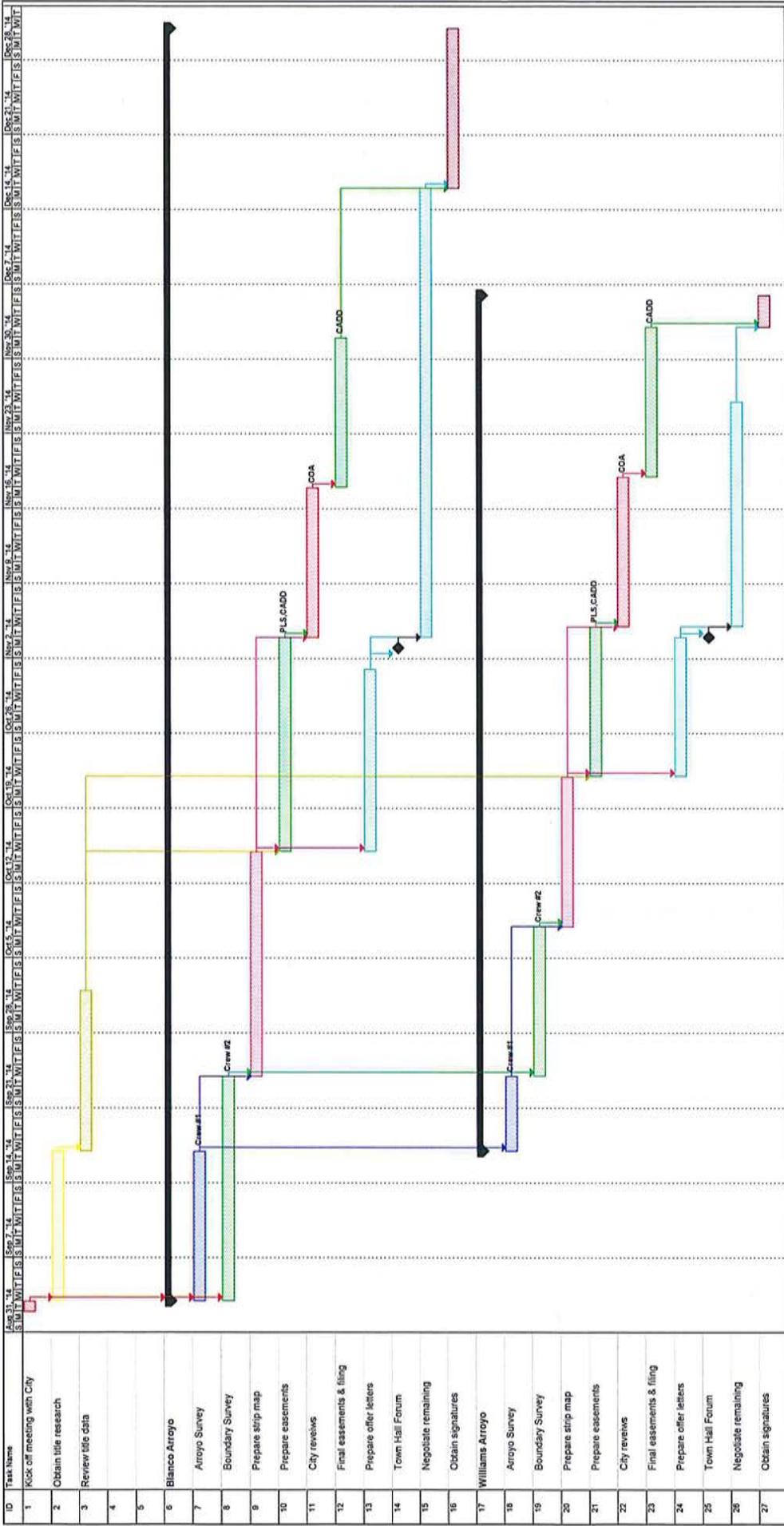
EASEMENT ACQUISITION PLAN

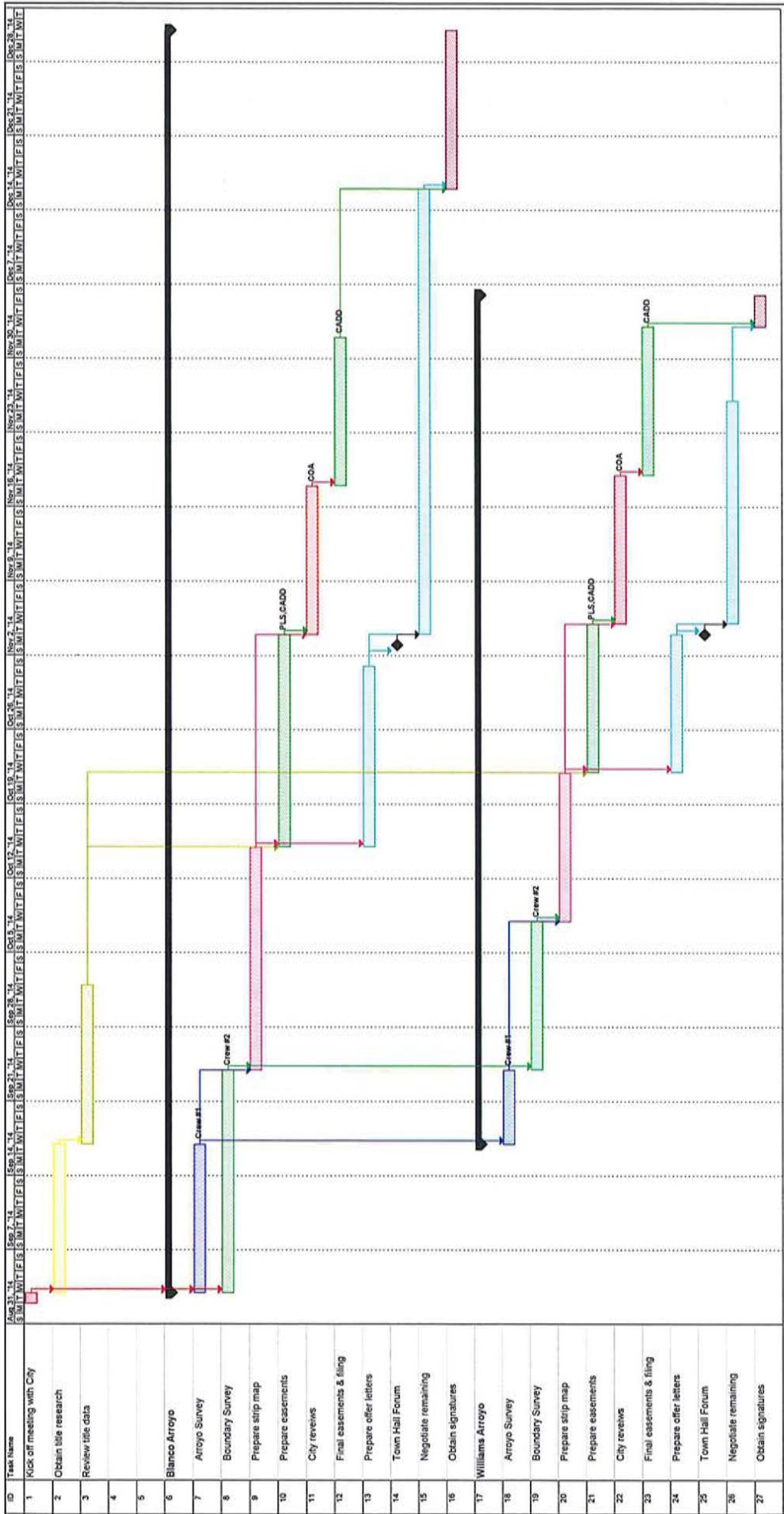
The project team's right-of-way acquisition specialists will utilize a strategy that places a focus on both an accelerated delivery schedule and the use of public funds in a prudent manner.

The Aztec City Arroyo Project consists of two (2) arroyos that require mitigation and perpetual maintenance to ensure the effective flow of seasonal floodwaters. In order to preserve and protect both public infrastructure and private property, Aztec City requires a perpetual property right to clear debris and take a proactive approach to minimize risk and property damage from seasonal floodwaters.

The team will implement a three point proactive approach which involves:

1. Concurrent with survey activities, the production of maps and easement documents, setup a priority matrix including all four arroyos and utilize the City's acquisition priorities;
2. Draft an introduction letter for property owners explaining:
 - a. Project purpose
 - b. Existing risks and past problems
 - c. Benefits to property owners
 - d. Mitigation plan and necessity for a perpetual easement
 - e. Acquisition plan, etc.
3. Receive City approval for an acquisition plan which may include the following:
 - a. Donation plan
 - b. Valuation formula to be consistently applied to each property
 - c. Incentive program to sign and return documents via mail by a certain date
 - d. Town forum acquisition meetings with same incentive program to sign at meeting
 - e. Acquisition agents to follow up and acquire easements from the remaining property owners
 - f. Record all easements acquired with the county Recorder.





ID	Task Name
1	Kick off meeting with City
2	Obtain title research
3	Review title data
4	
5	
6	Blanco Arroyo
7	Arroyo Survey
8	Boundary Survey
9	Prepare strip map
10	Prepare easements
11	City reviews
12	Final easements & filing
13	Prepare offer letters
14	Town Hall Forum
15	Negotiate remaining
16	Obtain signatures
17	Williams Arroyo
18	Arroyo Survey
19	Boundary Survey
20	Prepare strip map
21	Prepare easements
22	City reviews
23	Final easements & filing
24	Prepare offer letters
25	Town Hall Forum
26	Negotiate remaining
27	Obtain signatures

Staff Summary Report

MEETING DATE:	August 25, 2014
AGENDA ITEM:	VIII. CONSENT AGENDA (I)
AGENDA TITLE:	<u>Resolution 2014-943 Project No. SP-5-14(187) Funding Extension Request (Simonds Road)</u>

ACTION REQUESTED BY:	Public Works Department, Finance Department
ACTION REQUESTED:	Approval of Resolution 2014-943
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

- NMDOT Cooperative Agreement for Local Government Road Funds, identified by the City for Simonds Road reconstruction, expires December 31, 2014. Acceptance of the funding was approved by the City Commission in September 2013.
- Design is complete; however, the City is waiting for environmental clearance from NMDOT which is anticipated to be provided in September 2014. Construction may not begin until environmental clearance is provided.
- The project is anticipated to require 3.5 months construction time. Sufficient time does not remain in this calendar year to complete the project before asphalt plants close for the winter (typically end of October to mid-November) and inclement weather potentially creating construction delays.
- Staff is requesting approval to request an extension in funding to July 31, 2015. The project will bid January 2015, construction to begin March 2015 and complete by mid-June 2015. This will allow approximately six weeks to close the project (contractor final bill submittal, NMDOT inspection and close out documents submitted to NMDOT).
- Staff has considered the possibility of phasing the project to use available funds prior to December 2014. A phased project is estimated to require 2 months. Sufficient time to complete the bid process, construction and close out does not remain without an extension on the agreement. A phased project may also result in increased costs due to double mobilization costs for a contractor.
- NMDOT has advised an extension may be granted with the request submitted in September or October. If the resolution is approved, staff will submit the extension request the first week of September to provide sufficient time for an agreement amendment to be fully executed prior to December 2014.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The loss of funding for this project would result in the City fully funding the reconstruction of Simonds Road. While sufficient funds exist in the Municipal Road Fund to accomplish

this, the maintenance projects for FY15 (chip seal or crack seal) would be significantly reduced. Based on current construction estimate for Simonds, maintenance funds may be required for the award of a construction contract in 2015.

- NMDOT Local Government Funds \$129,963
- City (Municipal Road Fund) \$179,956
 - FY15 Budget for Simonds \$309,919

- Simonds Est Construction Cost \$350,000

- FY15 Budget for Maintenance \$290,926

SUPPORT DOCUMENTS: Resolution 2014-943

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2014-943
Project No. SP-5-14(187) Funding Extension Request

CITY OF AZTEC
Resolution 2014-943

**A Resolution Requesting Funding Extension on New Mexico Department of
Transportation's Cooperative Funding Program
Contract No. D14318, Project No.SP-5-14(187), Control No. HW2 L500104**

WHEREAS, the New Mexico Department of Transportation (NMDOT) and the City of Aztec executed agreement D14318 on November 13, 2013, expiring December 31, 2014, specific to the RECONSTRUCTION AND PAVEMENT REHABILITATION/RECONSTRUCTION OF VARIOUS LOCAL STREETS in Aztec, San Juan County, New Mexico; and

WHEREAS, the City of Aztec has identified reconstruction of Simonds Road for the use of the funds identified in the agreement and have appropriated sufficient funds for the project in the FY15 Annual Budget; and

WHEREAS, the City has worked diligently to develop construction documents, obtain environmental clearance, and hold public meetings with the intent to complete the project by December 31, 2014 ;and

WHEREAS, the City has concerns construction may not be completed by December 31, 2014 and does not desire to jeopardize NMDOT available funds for the project; and

NOW, THEREFORE, be it resolved, as follows:

1. Staff is instructed to pursue an extension of the agreement with the New Mexico Department of Transportation through July 31, 2015.
2. The City Manager is authorized to execute the Amendment to the Agreement.
3. The City agrees to contribute the twenty-five (25%) match, and any additional construction funds required, as provided in the FY15 Budget.

ADOPTED and APPROVED this 25th day of August 2014.

Mayor Sally Burbridge

ATTEST:

City Clerk Karla Sayler

Staff Summary Report

MEETING DATE: August 25, 2014
AGENDA ITEM: VIII. CONSENT AGENDA (J)
AGENDA TITLE: RFP 2014-228 Animas River Diversion: Smith Engineering Contract Amendment #1

ACTION REQUESTED BY: Public Works Department
ACTION REQUESTED: Approval
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- Smith Engineering Company retained by City to design, provide bid services and construction oversight of the Animas River Diversion Project.
- Periodic meetings and continuing communication have been conducted on the project to ensure progress. During the course of the design phase, components have been added to the project resulting in additional engineering costs. These items are detailed in Smith Engineering's request dated August 6, 2014.
- Bill Watson, City Engineer/Public Works Director, has reviewed Smith Engineering's request and recommends approval due to the change in the scope of services requested by the City.

PROCUREMENT / PURCHASING (if applicable)

- Request for proposals were solicited in December 2013. Smith Engineering was selected by the proposal evaluation committee and the negotiated contract was awarded by the City Commission on February 25, 2014.
 - Original Contract: \$135,714
 - Amendment #1: \$ 32,830
 - Amended Contract: \$168,544
 - Estimated GRT: \$ 13,168
 - Total Commitment: \$169,862

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The FY15 Adopted Annual Budget, Water Treatment Plant, 500-4610-85000, includes \$690,000 for this project. The additional engineering fees will be funded from this budget.

SUPPORT DOCUMENTS: Smith Engineering Company Request, 8/6/14

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve RFP 2014-228 Animas River Diversion: Smith Engineering Contract Amendment #1, in the amount of \$32,830 plus gross receipts tax.



August 6, 2014

William L. Watson, PE, PTOE
City Engineer
Department of Public Works
Aztec, NM 87410

Re: Animas River Diversion
SEC# 114110

Dear Bill:

Smith Engineering Company hereby requests your approval for additional engineering services associated with the referenced project. We have already completed some work that is beyond our original scope of work and we will need to complete more work. Items included in the additional scope of work and that have been requested by the City of Aztec include the following.

1. Add electrical components to make the existing pump house SCADA ready.
2. Design electrical system to accommodate a variable frequency drive (VFD) for pump operation and gate operator.
3. Provide a motor operator on the center slide gate on the pump house west wall.
4. Replace the three slide gates on the pump house west wall.
5. Design sediment flushing jets.
6. Remove existing tail gate and design new tail gate at new location (original scope only relocated head gate).
7. Replace & extend existing farm field drain pipes to new point of discharge.
8. Design concrete lined diversion channel with vehicle access ramps to get into and out of the channel for maintenance.
9. Add bubbler at tail gate to reduce chance of track freezing.
10. Add motors operators to both the head gate and the tail gate.

The items listed above will require additional effort for inclusion in the construction cost estimate and the preparation of technical specifications as well as engineering design.

Smith has evaluated the hours already spent and the additional hours required to complete the design of the above list of items. Smith has also retained the services of an Electrical

William L. Watson
Page 2 of 2
August 6, 2014

Engineer to assist with the required pump house electrical design. We are requesting an additional design fee of \$35,394.84, including applicable NMGRT, to complete the additional scope of work. The fee breakout is shown below.

Smith additional design fee	\$22,930.00
The Response Group electrical design fee	<u>\$ 9,900.00</u>
Subtotal	\$32,830.00
NMGRT(7.8125%)	<u>\$ 2,564.84</u>
TOTAL ADDITIONAL SERVICES FEE	\$35,394.84

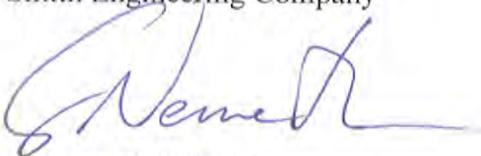
Your timely response to this request for additional design services is greatly appreciated.

Please contact either me or Pat Conley with question you may have regarding this request. Thank you in advance for your consideration of this request.

If this Additional Services request is acceptable to the City of Aztec, please provide us with a PO for the additional services.

Sincerely,

Smith Engineering Company



Geogre Nemeth, P.E.
Vice President / Project Engineer

Staff Summary Report

MEETING DATE: August 25, 2014
AGENDA ITEM: VIII. CONSENT AGENDA (K)
AGENDA TITLE: CDWI Grant Application

ACTION REQUESTED BY: Aztec Police Department
ACTION REQUESTED: Approval of Grant Application
SUMMARY BY: Captain Troy Morris

PROJECT DESCRIPTION / FACTS

The CDWI Grant is funded by money that is collected for DWI convictions in San Juan County. The money is then returned to San Juan County on a year basis and is used for DWI enforcement, probation services for DWI offenders, and treatment services for DWI offenders. The Fiscal Agent for the grant is San Juan County.

SUPPORT DOCUMENTS: Application for CDWI Funds, Memorandum Of Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Community DWI (CDWI) Prevention Program Application Memorandum of Agreement

APPLICATION FOR CDWI FUNDS

Program Year applying for: July / 2014 to June / 2015

Project Title and Project Number: _____ <small>(to be provided by TSB)</small>

Applicant Agency:	San Juan County CDWI Task Force
Address:	3535 E. 30th Street, Ste 239
City, State, Zip:	Farmington, NM 87402
Phone Number:	505-566-5877
Fax Number:	505-566-5870
Project Director and Title:	Amanda Evans, Program Manager

Government Unit:	San Juan County
Address:	100 South Oliver Drive
City, State, Zip:	Aztec, NM 87410
Phone Number:	505-334-7860
Fax Number:	505-334-1633
Authorizing Official and Title:	Jack Fortner, County Commission Chairman

Check to be sent to (address):	San Juan County
	100 South Oliver Drive
	Aztec, NM 87410

Traffic Safety Bureau
Program Manager: <u>Juliet Armijo Pana</u>
Phone: _____

BUDGET:

Self-calculating chart, simply enter data

Budget Category	Program Category				Category Total
	Enforcement	Prevention	Off. Programs	PI & E	
Personal Services	6,005.00				\$6,005.00
Contractual Services	12,875.00	2,789.00	9,868.00	2,399.00	\$27,931.00
Commodities Budget					\$0.00
Indirect Costs	N/A	N/A	N/A	N/A	\$0.00
Other					\$0.00
NM State Police (NMSP)	Amount not included in Total \$ Requested				
Special Investigations Division (SID)	Amount not included in Total \$ Requested				
Total \$ Received	\$18,880.00	\$2,789.00	\$9,868.00	\$2,399.00	\$33,936.00
TOTAL \$ REQUESTED FOR AGENCY (w/o NMSP & SID)					\$33,936.00

Approved Start Date: upon execution of the Project Agreement
End Date: 30-Jun-15

CERTIFICATION:

The attached application, reviewed and approved by the governing body of the County of San Juan
(Applicant)

on _____, authorizes the applicant to file this application for assistance from the State of New Mexico.
(Date Reviewed)

To the best of my knowledge, the information presented in this application is true and correct.

Project Director Signature: _____ Date: _____

Authorizing Official Signature: _____ Date: _____

(Rev. 12/05) (application.xls)

SCOPE OF WORK

Project Number:

Program Category: ENFORCEMENT

A. PERFORMANCE GOAL:

State Goal:

1. Reduce the number of fatalities in crashes involving a driver or motorcycle operator with a BAC of .08 and above from 97 in 2012 (2011-2013 average) to 95 in CY2014 (FARS data).
2. Reduce the number of unrestrained passenger vehicle occupant fatalities, all seat positions from 104 in 2012 (2011-2013 average) to 99 in CY2014 (FARS data).
3. Increase the observed seatbelt use percentage for front-seat occupants from 91.7% in 2013 (2012-2014 average) to 92.1% in CY2014 (NM Seatbelt Survey).
4. Reduce the number of speeding-related fatalities from 122 in 2012 (2011-2013 average) to 118 in CY2014 (FARS data).

Local Goal:

1. Reduce alcohol related pedestrian fatalities in San Juan County by 2% during FY15.
2. Reduce alcohol related fatalities in San Juan County by 2% during FY15.
3. Reduce underage alcohol related crashes in San Juan County by 2% during FY15.

B. OBJECTIVES:

Work with local law enforcement agencies in San Juan County (New Mexico State Police, San Juan County Sheriff's Dept., Farmington PD, Aztec PD, and Bloomfield PD) to implement the goals by collaboration efforts, meetings for strategies and working together to reduce the number of alcohol related fatalities.

C. ACTIVITIES:

Saturation Patrols will be conducted by area law enforcement agencies throughout FY15.

1. The Aztec PD will participate in 2 Saturation Patrols throughout FY15.
2. The Bloomfield PD will participate in 12 Saturation Patrols throughout FY15.
3. The Farmington PD will participate in 45 Saturation Patrols throughout FY15.
4. The Sherriff's Office will participate in 25 Saturation Patrols throughout FY15.

Local area law enforcement agencies will bring awareness on safety issues for alcohol related issues i.e.; pedestrian fatalities, drinking and driving prevention with participation in community events.

- a. The Aztec PD will participate in 1 community event.
- b. The Bloomfield PD will participate in 1 community event.
- c. The Farmington PD will participate in 1 community event.
- d. The Sherriff's Office will participate in 1 community events.

D. MEASURES:

QUARTERLY PROJECTIONS:

Enforcement:

1. The Aztec PD will participate in 2 Saturation Patrols throughout FY15.
2. The Bloomfield PD will participate in 12 Saturation Patrols throughout FY15.
3. The Farmington PD will participate in 45 Saturation Patrols throughout FY15.
4. The Sherriff's Office will participate in 25 Saturation Patrols throughout FY15.

Community enrichment:

1. The Aztec PD will participate in 1 community event throughout FY15.
2. The Bloomfield PD will participate in 1 community event throughout FY15.
3. The Farmington PD will participate in 1 community event throughout FY15.
4. The Sherriff's Office will participate in 1 community events throughout FY15.

CDWI Task Force:

Local area law enforcement will attend and participate in San Juan County's Community DWI Task Force Meetings quarterly.

E. RESOURCES:

Payment will be made to the fiscal agent by TSB after receiving a properly executed request for reimbursement for eligible expenses. Project Reimbursement Claim form must be accompanied by the Project Reimbursement Claim (SUPPLEMENT) form and/or other documentation as requested/approved by TSB program manager. Requests for Reimbursement must be submitted to the Traffic Safety Bureau at least quarterly.

F. TRAINING:

The Project Director will participate in the CDWI Conference once a year and any other training determined by TSB to be necessary to implement program activities.

G. SELF-SUFFICIENCY:

This program will fund activities to reduce DWI's which are of permanent direct benefit to traffic safety in New Mexico.

H. EVALUATION:

The agency will submit its quarterly reports by October 31, June 30, April 30 and August 31.

SCOPE OF WORK

Project Number:

Program Category: PREVENTION

A. PERFORMANCE GOAL:

State Goal:

1. Collaborate on and provide resources for new and ongoing DWI and underage drinking prevention and intervention initiatives by:
 - a. managing CDWI contracts and participating in Local DWI Grant Program contract funding decisions to ensure that ongoing DWI and underage drinking prevention efforts are sustained for adults and youth under age 21 at the local community level;
 - b. developing DWI, underage drinking prevention, and other awareness programs statewide for youth under 21, and for the 21 to 34 age group;
 - c. funding and coordinating underage drinking enforcement efforts with the Children, Youth, and Families Department, and law enforcement agencies;
 - d. coordinating the activities and resources of DWI and youth prevention programs to help lower the number of alcohol-related fatal and serious injury crashes involving 15-24 year olds.

Local Goal:

1. Reduce alcohol related pedestrian fatalities in San Juan County by 2% during FY15.
2. Reduce alcohol related fatalities in San Juan County by 2% during FY15.
3. Reduce underage alcohol related crashes in San Juan County by 2% during FY15.
4. Perform outreach with local community agencies, schools, and organizations to assist in reducing CDWI efforts throughout FY15.
5. Provide prevention messages and activities to schools, businesses and media during FY15.

B. OBJECTIVES:

1. Perform outreach with local community agencies, schools and organizations to assist in reducing CDWI efforts throughout FY15.
2. Project Director to oversee grant goals and objectives throughout FY15.

C. ACTIVITIES:

1. Provide DWI prevention training using the "Alcohol Literacy Challenge" and "Perception of Risk" presentations.
2. Participate in community event with law enforcement agencies and other community partners to endorse safe practices with driving and other safety related issues.
3. Participate in local community events to promote safe drinking and driving practices.

SCOPE OF WORK

Project Number:

Program Category: PUBLIC INFORMATION & EDUCATION (PI&E)

A. PERFORMANCE GOAL:

State Goal:

1. Support DWI media and public Information dissemination by:
 - b. purchasing media for the NHTSA National anti-DWI media campaigns;
 - c. increasing the perception of risk of DWI enforcement consequences among targeted high-risk groups through an extensive media campaign conducted in conjunction with statewide Superblitz mobilizations;
 - d. funding a clearinghouse to provide statewide distribution of DWI public information and prevention materials;
 - e. using community and public information/education strategies to reach targeted high - risk groups; and
 - f. funding a creative design contract for media development.

Local Goal:

1. Attend meetings, conferences, and trainings both in and out of state as determined by TSB throughout FY15.
2. Keep abreast of San Juan County and State of New Mexico DWI information throughout FY15.
3. Provide prevention and education information via public service announcements, newsletters, and meetings throughout the community throughout FY15.

B. OBJECTIVES:

1. Provide information on alcohol related issues to the community.
2. Project Director to participate in San Juan County's Community DWI Task Force meetings.
3. Project Director to participate in other community meetings i.e.: Local Collaborative JD11, Healthy Students Advisory Councils in local schools, and other meetings available to promote the CDWI activities.
4. Project Director to attend trainings and conferences in and out of the state as determined by TSB.

C. ACTIVITIES:

1. Project Director will attend meetings and conferences as needed to provide and gather information on CDWI issues.
2. Provide information by participating in community events to encourage the "No Drinking and Driving" message.
3. Provide public service announcements to local media updating the community on drinking and driving messages as well as information on DWI checkpoints and Superblitzes.
4. Provide drinking and driving prevention information with materials to youths in the community by distributing and displaying prevention messages.

SCOPE OF WORK

Project Number:

Program Category: OFFENDER PROGRAMS

A. PERFORMANCE GOAL:

State Goal:

1. Support efforts to improve judicial outcomes, particularly in DWI cases by:
 - a. Providing training to the judiciary through the annual Municipal and Magistrate Court conferences;
 - b. providing DWI specific training to prosecutors via the JEC and TSRP;
 - c. providing technical assistance to district attorneys to assist with the prosecution of DWI-related cases via the TSRP;
 - d. making regulatory and statutory changes to reform the administrative license revocation process in New Mexico, and;
 - e. working cooperatively with New Mexico tribes to reduce death and injury due to DWI and to identify problems in arresting and adjudicating DWI offenders.

Local Goal:

1. Reduce DWI re-offender rate of convicted 1st, 2nd, 3rd, time offenders at the Municipal level;
2. To monitor sobriety and compliance of court order and recommended treatment during probation period.
3. To assess and refer to appropriate resources.
4. To provide support services: victims counseling and referral.
5. Public and school education on DWI/DUI issues.

B. OBJECTIVES:

Farmington Municipal Court:

1. Reduce DWI re-offender rate of convicted 1st, 2nd, 3rd, time offenders at the Municipal level;
2. To assess and refer to appropriate resources.
3. To monitor sobriety and compliance of court order and recommended treatment during probation period.

Shiprock Victims Impact Panel:

1. To heighten public awareness through courts, community, schools, and other area agencies about the dangers of impaired driving.
2. To lessen DWI offenses and the recidivism rate by assisting tribal and local courts with 1st, 2nd, and 3rd time offenders.
3. To restore a peaceful balance to families and victims impacted by DWI offenses.
4. To assess and refer to appropriate mental and public health; and counseling services for drug and alcohol related problems.

C. ACTIVITIES:

Farmington Municipal Court:

1. Enforce one year supervised probation as directed by sentencing court on convicted 1st, 2nd, 3rd, time DWI offenders;
2. Enforcing mandatory sentencing set by State Statute: recommendations as per screening/assessment (substance abuse counseling, both outpatient and inpatient; AA/NA-12 step meetings); installation of ignition interlock device; mandatory community services; fines and fees imposed; DWI School.
3. Enforce if applicable: GED classes; parenting classes; victim impact panel; life skills, and domestic violence counseling.
4. Random field contact/office visits, at least one time per month, but may be more as deemed necessary; impose alcohol monitoring bracelet.
5. Random BAC testing/drug during field contacts/office visits/work site visits.
6. Attend CDWI Task Force meetings.

Shiprock Victims Impact Panel:

1. Conduct monthly Victims Impact Panel (VIP) sessions in coordination with the courts, probation, and prosecutors offices.
2. Support services: victims counseling and referral.
3. Public and school education on DWI/DUI issues.
4. Attend CDWI Task Force meetings.

D. MEASURES:

QUARTERLY PROJECTIONS:

Farmington Municipal Court:

1. Enforce one year supervised probation as directed by sentencing court on convicted 1st, 2nd, 3rd, time DWI offenders;
2. Enforcing mandatory sentencing set by State Statute: recommendations as per screening/assessment (substance abuse counseling, both outpatient and inpatient; AA/NA-12 step meetings); installation of ignition interlock device; mandatory community services; fines and fees imposed; DWI School.
3. Enforce if applicable: GED classes; parenting classes; victim impact panel; life skills, and domestic violence counseling.
4. Random field contact/office visits, at least one time per month, but may be more as deemed necessary; impose alcohol monitoring bracelet.
5. Random BAC testing/drug during field contacts/office visits/work site visits.
6. Attend CDWI Task Force meetings quarterly during FY15.

Shiprock Victims Impact Panel:

1. Conduct monthly Victim Impact Panel (VIP) sessions in coordination with the courts, probation, and prosecutors offices throughout FY15.
 - a. Provide grief support sessions at the end of each VIP session during FY15.
 - b. Provide support services, including assessment and referral to appropriate mental and public health counseling services for victims of DWI and DWI offenders throughout FY15.
2. Conduct public and youth education on the dangers and awareness of alcohol abuse throughout FY15.

Task Force Authorization & Information

Community (government) Certification of Application

I certify that it is the wish of our Task Force to have funds apportioned to our Community DWI Prevention Program for the implementation of the attached Application.

Task Force Name: San Juan County CDWI Task Force

Project Director: Amanda Evans

Title: Community Programs Coordinator

Address: 3535 E. 30th Street, Ste 239

City/State/zip: Farmington, NM 87401

Phone Number: 505-566-5877 Fax: 505-566-5870

Email Address: evansa@sjcpartnership.org

Project Director Signature: _____ **Date:** _____

Community: San Juan County

Authorizing Official: Jack Fortner

Title: County Commission Chairman

Address: 100 South Oliver Drive

City/State/zip: Aztec, NM 87410

Phone Number: 505-334-9481 Fax: 505-334-3168

Email Address: _____

Authorizing

Official Signature: _____ **Date:** _____

Law Enforcement Representative:

Name: Ron Foreman

Title: Lt. New Mexico State Police

Address: 1025 W. Navajo

City/State/zip: Farmington, NM 87401

Phone Number: 505-325-7547 Fax: 505-327-5853

Email Address: _____

Community Traffic Safety Group Representative:

Name: Dave Monfils
Title: Sgt. Farmington Police Department
Address: 800 Municipal Drive
City/State/zip: Farmington, NM 87401
Phone Number: 505-327-1077 Fax: _____
Email Address: _____

Department of Health Representative:

Name: _____
Title: _____
Address: _____
City/State/zip: _____
Phone Number: _____ Fax: _____
Email Address: _____

Court Representative:

Name: William Liese
Title: Municipal Judge
Address: 920 Municipal Dr
City/State/zip: Farmington, NM 87401
Phone Number: 505-599-1251 Fax: _____
Email Address: _____

School Representative:

Name: _____
Title: Farmington Municipal Schools
Address: 1390 E . 20th Street
City/State/zip: Farmington, NM 87401
Phone Number: 505-599-8535 Fax: _____
Email Address: _____

Media Representative:

Name: Elizabeth Piazza
Title: Farmington Daily Times
Address: P.O. Box 450
City/State/zip: Farmington, NM 87499
Phone Number: 505- 564-4621 Fax: _____
Email Address: epiazza@daily-times.com

Emergency Medical Services Representative:

Name: Darvian Paul
Title: SJRMC – EMS
Address: 801 W. Maple
City/State/zip: Farmington, NM 87401
Phone Number: 505-599-6115 Fax: _____
Email Address: dpaul@sjrmc.net

County DWI Planning Council Contact:

Name: Pamela Drake
Title: San Juan County Partnership
Address: 3535 E. 30th Street, Ste 239
City/State/zip: Farmington, NM 87402
Phone Number: 505-566-5867 Fax: _____
Email Address: _____

Other Members (optional):

Name: Perry Charley
Title: Shiprock Victims Impact Panel Program Coordinator
Address: P.O. Box 2578
City/State/zip: Shiprock, NM 87420
Phone Number: 505-368-3516 Fax: _____
Email Address: phcharley@dinecollege.edu

Other Members (optional):

Name: **Cynthia Atencio**
Title: Bloomfield Police Department
Address: 915 N. 1st Street
City/State/zip: Bloomfield, NM 87413
Phone Number: 505-632-6335 Fax: _____
Email Address: catencio@bloomfieldnm.com

Other Members (optional):

Name: **Troy Morris**
Title: Captain, Aztec Police Department
Address: 201 W. Chaco
City/State/zip: Aztec, NM 87410
Phone Number: 505-334-7622 Fax: _____
Email Address: morrist@aztecnm.gov

Other Members (optional):

Name: **Catherine Mullins**
Title: Court Services Coord. Specialist
Address: 800 Municipal Drive
City/State/zip: Farmington, NM 87401
Phone Number: 505-599-1324 Fax: _____
Email Address: cmullins@fmtn.org

Other Members (optional):

Name: **Devon Dollar**
Title: San Juan County Sherriff's Office
Address: 211 S Oliver
City/State/zip: Aztec, NM 87410
Phone Number: 505-334-6107 Fax: _____
Email Address: _____

MEMORANDUM OF AGREEMENT

This comprehensive Community DWI Prevention Program is between the Cities of Aztec, Bloomfield and Farmington, and the County of San Juan. This agreement is effective on the 1st (day) of July (mo.) 2014 (yr), but is not a valid and binding agreement until executed by all parties thereto. The parties agree as follow:

To file a joint application to the New Mexico State Highway and Transportation Department, Traffic Safety Bureau for funding of a comprehensive Community DWI Program that reflects an integrated approach to our mutual problem of driving while intoxicated.

The Cities of Aztec, Bloomfield and Farmington, and the County of San Juan agree to combine our funds and resources in achieving a common goal of removing the DWI from the streets and highways of San Juan County thus reducing our highway traffic accidents that are alcohol related.

We will establish a joint Task Force as provided for and described in the CDWI Program Manual.

The County of San Juan agrees to be the fiscal agent to apply for the grant funds and the Cities of Aztec, Bloomfield and Farmington and the County of San Juan, agree to this arrangement.

There is no requirement for matching funds for this program funding.

Attest: _____ County of San Juan Date _____

Attest: _____ City of Aztec Date _____

Attest: _____ City of Bloomfield Date _____

Attest: _____ City of Farmington Date _____

ATTACHMENT 4

CDWI Cost Estimation Form FY15 - Aztec Police Department

67

Total Budgeted Amount: (a) \$ 780.00

Highest Overtime Rate (one and a half times regular pay): (b) \$ 67.21

of Hours needed to conduct **Community Event**: (c) 2

of officers needed to conduct **Community Event**: (d) 1

Amount needed for **Community Event**: (e) \$ 134.42 = (b x c) x (d)

Amount left for **Saturation Operations**: (f) \$ 645.58 = a - e

of Hours needed to conduct one operation: (g) 4

Amount needed for one operation for one officer: (h) \$ 268.84 = b x g

Number of Saturation Patrols to be done per contract: (i) 2 = f / h

Number of officers needed for one operation: (j) 1

Number of Saturation Patrols per contract money 2 = I / j

Signatur T. Morris

Date: __ 15-Jul-15

CDWI Cost Estimation Form FY15- Bloomfield Police Department

Total Budgeted Amount: (a) \$ 2,343.00

Highest Overtime Rate (one and a half times regular pay): (b) \$ 43.29

of Hours needed to conduct **Community Event**: (c) 4

of officers needed to conduct **Community Event**: (d) 2

Amount needed for **Community Event**: (e) \$ 346.32 = (b x c) x (d)

Amount left for **Saturation Operations**: (f) \$ 1,996.68 = a - e

of Hours needed to conduct one operation: (g) 4

Amount needed for one operation for one officer: (h) \$ 173.16 = b x g

Number of Saturation Patrols to be done per contract: (i) 12 = f / h

Number of officers needed for one operation: (j) 2

Number of Saturation Patrols per contract money 6 = i / j

Signature 

Date: 7-17-14

CDWI Cost Estimation Form FY15- Farmington Police Department

Total Budgeted Amount: (a) \$ 9,752.00

Highest Overtime Rate (one and a half times regular pay): (b) \$ 40.00

of Hours needed to conduct **Community Event**: (c) 5

of officers needed to conduct **Community Event**: (d) 4

Amount needed for **Community Event**: (e) \$ 800.00 = (b x c) x (d)

Amount left for **Saturation Operations**: (f) \$ 8,952.00 = a - e

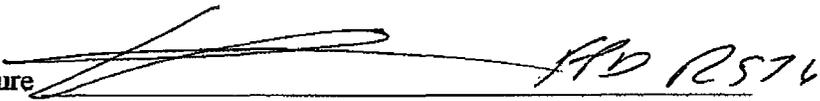
of Hours needed to conduct one operation: (g) 5

Amount needed for one operation for one officer: (h) \$ 200.00 = b x g

Number of Saturation Patrols to be done per contract: (i) 45 = f / h

Number of officers needed for one operation: (j) 1

Number of Saturation Patrols per contract money 45 = I / j

Signature  PPO RSTL

Date: 7-2-14

CDWI Cost Estimation Form FY15 - San Juan County Sheriff's Office

Total Budgeted Amount: (a) \$ 6,005.00

Highest Overtime Rate (one and a half times regular pay): (b) \$ 42.55

of Hours needed to conduct **Community Event**: (c) 5

of officers needed to conduct **Community Event**: (d) 3

Amount needed for **Community Event**: (e) \$ 638.25 = (b x c) x (d)

Amount left for **Saturation Operations**: (f) \$ 5,366.75 = a - e

of Hours needed to conduct one operation: (g) 5

Amount needed for one operation for one officer: (h) \$ 212.75 = b x g

Number of Saturation Patrols to be done per contract: (i) 25 = f / h

Number of officers needed for one operation: (j) 1

Number of Saturation Patrols per contract money 25 = I / j

 R256
SGT. DEVON D. DOUAR
7.28.14

NMSP Overtime Authorization Form

CDWI Agency: San Juan County DWI Task Force Project #: _____

Agency Project Director: Amanda Evans

TSB Program Manager: Juliet Armijo

District State Police Commander: ROBERT ESTHOM

Address: 1025 W. NAVAJO
FARMINGTON NM 87401

Phone: 505-325-7547

Fax: 505-327-5853

Please list project activity and briefly describe how the amount to be deducted from the CDWI will be used at the local level. Also, enter the NMSP District that will be performing the services, the community it will be serving, the quarter in which the activity will be performed and the dollar amount that will be allocated to the NM State Police for that activity:

Double click on chart to enter data

Activity Title	NMSP District #	Community Served	Quarter Performed	\$ Amount
Conduct Saturation Patrols and/or Sobriety Checkpoints	10	San Juan County	1st, 2nd, 3rd or 4th	\$5,071.00
TOTAL AMOUNT TO NMSP				\$5,071.00

Approval Signatures: (Appear in order of required Signatures)

Agency Project Director: ROBERT ESTHOM  7/29/14
Print Sign Date

NMSP District Commander: ROBERT ESTHOM  7/29/14
Print Sign Date

CDWI Program Coordinator: _____
(IPL) Print Sign Date

TSB Program Manager: _____
Print Sign Date

Staff Summary Report

MEETING DATE: August 25, 2014
AGENDA ITEM: VIII. CONSENT AGENDA (L)
AGENDA TITLE: Animal Care and Control Intergovernmental Agreement between City of Aztec and Bernalillo County

ACTION REQUESTED BY: Bernalillo County and Aztec Animal Care and Control
ACTION REQUESTED: Approval of Agreement
SUMMARY BY: Tina Roper

PROJECT DESCRIPTION / FACTS

- Amendments were made by Bernalillo County so agreement is coming back before Commission
- Bernalillo County receives more animals than their facility can hold.
- Bernalillo County has asked if they could transport animals to Aztec Animal Care and Control.
- Bernalillo County has agreed to pay the established per animal fee.

PROCUREMENT / PURCHASING (if applicable)

- None

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- Per animal fee through June 30, 2014 will be \$78.40.
- Per animal fee beginning July 1, 2014 will be \$92.70.

SUPPORT DOCUMENTS: Animal Care and Control Intergovernmental Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Animal Care and Control Intergovernmental Agreement between City of Aztec and Bernalillo County

**ANIMAL CARE AND CONTROL
INTERGOVERNMENTAL AGREEMENT**

This Agreement is made and entered of June 10, 2014 by and between the **CITY OF AZTEC** a municipal corporation (hereafter referred to as "City") and the **COUNTY OF BERNALILLO**, New Mexico (hereafter referred to as "Bernalillo") for the operation of an Animal Care & Control Facility (hereafter referred to as "Facility") and animal services, including but not limited to, spay and neuter, adoption, animal rescue services provided by the City for Bernalillo.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Duties of the City:

- A. The City will be responsible for the operation of the Facility located at 825 Sabena, Aztec, New Mexico.
- B. The City will provide this Facility and services for animals received from Bernalillo. The facility shall be operated pursuant to Aztec City Code, Chapter 5, Animals.
- C. The City of Aztec Personnel Policy shall be the controlling policy at the Facility
- D. The Facility can receive animals from Bernalillo any time during our normal business hours, which are 8:00am to 5:00pm, Sunday through Saturday.

2. Duties of the County:

- A. Delivery of Animals. The County shall deliver to the Facility only County Animals, which are dogs or cats.
- B. Relinquishment of Rights. In delivering County Animals to the Facility, the County relinquishes all claims of right, ownership, custody, and control unless the Animal is held pursuant to an order issued by a court of competent jurisdiction.
- C. Animal Care. The County has responsibility for County Animals until they have been impounded at the City Facility, including any necessary emergency care. The County will make its own arrangements, at its own expense, for after-hours emergency care of County Animals that have not yet been impounded at City Facility.
- D. Protective Custody. The County will notify the City in writing if a County Animal is required to be held in protective custody. The County retains responsibility for the timely disposition of County Animals in protective custody in accordance with relevant Court decisions.

3. Compensation:

The City shall bill Bernalillo monthly the cost per intake animal based on actual net costs for animal care and control. The cost per animal will be documented and provided to Bernalillo by October each year, based on actual costs incurred

through June 30 of the same calendar year and will be effective in July of the following year.

- Current cost per animal through June 30, 2014 will be \$78.40.
- Cost per animal starting July 1, 2014 will be \$92.70.

4. **Term:**

The term of this Agreement shall commence on as of the last date of execution shown on the signature page included with this Agreement, and shall remain in effect unless terminated by either party, pursuant to paragraph 13 of this Agreement. This Agreement may be amended by mutual consent of both parties. Amendments shall be executed in writing and signed by both parties.

5. **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 in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, ' 41-4-1 et seq., NMSA 1978, as amended.

6. **Reports and Information:**

At such times and in such forms as either party may require, each party will furnish the other party such statements, records, reports, data, and information as the other party may request as pertaining to matters covered by this Agreement.

7. **Establishment and Maintenance of Records:**

Records shall be maintained by both parties in accordance with applicable law and requirements with respect to all matters covered by this Agreement. Except as otherwise agreed by both parties, such records shall be maintained for a period of three (3) years.

8. **Audits and Inspections:**

At any time during normal business hours and as often as each party may deem necessary, there shall be made available to that party for examination all of the other party's records with respect to all matters covered by this Agreement. Each party shall permit the other party to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

9. **Compliance With Laws:**

In performing the services required hereunder, the parties shall comply with all applicable laws, ordinances, and codes of the federal, State and local governments.

10. **Changes:**

Either party may, from time to time, request changes to the terms of this Agreement. Such changes will not be binding unless reduced to writing and signed by both parties.

11. **Notice:**

For purposes of giving written notice to the City, the City's address is:

City of Aztec
825 Sabena
Aztec, New Mexico 87410

For purposes of giving written notice to the County, the County's address is:

County Manager
One Civic Plaza NW
Albuquerque, New Mexico 87102

Copies of each notice to the County shall also be given by the City to:

County Purchasing Department
One Civic Plaza NW
Albuquerque, New Mexico 87102

12. **Assignability:**

Neither party shall assign or transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the other party to this Agreement.

13. **Termination:**

This Agreement may be terminated by either party upon 60-day written notice to the other party. If termination by either party occurs, the County agrees to pay the City all accrued fees and costs that are not in dispute within thirty (30) days following the date of termination.

14. **Construction and Severability:**

If any part of this Agreement is held to be invalid or unenforceable, 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.

15. **Entire Agreement:**

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

16. **Applicable Law:**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico.

17. **Approval Required:**

This Agreement shall not become effective or binding until approved by the Bernalillo County Commission or their designee, and the City.

18. **Facsimile/Electronic Signature:**

A signature sent via facsimile/electronic shall have the same legal effect as if the original Agreement has been signed in person

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of last date of execution shown below.

County of Bernalillo

City of Aztec

County Manager, Tom Zdunek

Mayor Sally Burbridge

APPROVED AS TO FORM:

ATTEST:

Theresa Baca-Sandoval, County
Attorney

Karla Sayler, City Clerk

APPROVED AS TO FORM

Larry T. Thrower, City Attorney

Staff Summary Report

MEETING DATE: August, 25, 2014

AGENDA ITEM: VIII. CONSENT AGENDA (M)

AGENDA TITLE: General Services/Parks - Copier Lease Agreement

ACTION REQUESTED BY: Purchasing / General Services - Parks

ACTION REQUESTED: APPROVAL

SUMMARY BY: Wallace Begay

PROJECT DESCRIPTION / FACTS (Leading Department)

- With recent departmental upgrades of several copy machines throughout the City over the past couple years; the General Services budgeted for an upgrade this fiscal year.
- The General Services Department has had multiple issues with their currently aged unit. The whole copy, print, and fax device has finally completely failed.

TECHNICAL INPUT (Supporting Departments)

- Based on past research and quotes, the IT department is again recommending a similar Xerox multi-function machine that is in use in several City offices. The machine has proven itself over the last couple years with little to no problems or issues.
- The new machine will provide the printing/scanning/faxing capability, currently not available.

PROCUREMENT INPUT (Purchasing)

- The Xerox WorkCentre 7000 model presented the most advantageous overall lease and cost-per-copy price combination, as well as proven dependability and service. This model is on a government **New Mexico Statewide Price Agreement 90-000-00-00086**.
- This model was also chosen due to the features and usability of the machine as compared to other units presented.

FISCAL INPUT (If applicable, Finance Department)

- Monthly Lease for Xerox WorkCentre 7225 Machine - \$118
- Cost Per Copy Amounts: \$.0085 Per Black & White Copy \$.07 Per Color Copy
- **Estimated Monthly Cost: \$143**
 - This is based on the MVD estimated monthly 2,800 black and white copies plus an estimated 300 color copies, however use can be less.
- **Estimated FY15 Cost: \$1,430** (assuming August installation date)
- FY15 Adopted Budget, General Fund, Parks Department, includes \$4,000 for copier lease.

SUPPORT DOCUMENTS:

General Services/Parks - Xerox Lease Quote

DEPARTMENT'S RECOMMENDED MOTION: Move to APPROVE lease agreement with Xerox Corporation for the General Services-Parks color printer/scanner/copier and authorize City Manager to execute agreement.

Lease Pricing PROPOSAL



Presented to City of Aztec, General Services

By Carrie Dodds

On 7/30/2014

Revision # 1

Workcentre 7120 Multifunction Printer/Copier
 Color Scan to Email, Network & Mailbox; Fax
 20 ppm Color & 20 ppm B/W
 State of New Mexico Approved Pricing Contract: WSCA
 Negotiated Contract : 072471800

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. W7220P (W7220P 2TRAY)	<ul style="list-style-type: none"> - Postscript Kit - 1 Line Fax - Customer Ed - Analyst Services 	Lease Term: 48 months Purchase Option: FMV	8/13/2014

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7220P	\$119.69	1: BLACK 2: COLOR	All Prints All Prints	\$0.0085 \$0.0700	<ul style="list-style-type: none"> - Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$119.69	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of City of Aztec, General Services. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement.

Pricing is subject to credit approval and is valid until 8/29/2014.

For any questions, please contact me at (505)326-2772



Staff Summary Report

MEETING DATE: August 25, 2014
AGENDA ITEM: VIII. CONSENT AGENDA (N)
AGENDA TITLE: Installation and Maintenance Agreement between the City of Aztec and New Mexico Department of Transportation for Community Way Finding Signs

ACTION REQUESTED BY: Projects Management
ACTION REQUESTED: Approved Agreement
SUMMARY BY: Edward Kotyk

PROJECT DESCRIPTION / FACTS

The City has long desired signage for directing the public and visitors to city facilities and public gathering areas. A study was done internally to determine locations and possible directional signage. Majority of the signage locations identified for directional / way finding was found to be located in State Highway ROW. As such the City has sought permission from NMDOT to allow for the City to install way finding signs. To do so requires an agreement between the two agencies.

\$10,000 has been budgeted in FY15 for directional / way finding signage. Preliminary cost estimates (lowest quotes) indicate that each sign and installation at a location will cost \$2,585.

PROCUREMENT / PURCHASING (if applicable)

No fiscal impact for the agreement.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

No fiscal impact for the agreement.

SUPPORT DOCUMENTS: Installation and Maintenance Agreement for Community Way Finding Signs

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Installation and Maintenance Agreement between the City of Aztec and New Mexico Department of Transportation for Community Way Finding Signs

Contract No.: _____

Vendor No.: _____

INSTALLATION AND MAINTENANCE AGREEMENT
FOR COMMUNITY WAYFINDING SIGNS

This Agreement is made by and between the parties, NEW MEXICO DEPARTMENT OF TRANSPORTATION (“Department”) and the CITY OF AZTEC (“City”) and is effective as of the date of the last signature affixed hereto.

RECITALS

WHEREAS, DEPARTMENT and CITY contemplate the installation of community wayfinding signs within the boundaries of the CITY and upon DEPARTMENT’S rights-of-way or other DEPARTMENT property; and,

WHEREAS, DEPARTMENT and CITY agree the community wayfinding signs serve a public interest;

WHEREAS, DEPARTMENT and CITY have agreed to the need to set forth their responsibilities concerning installation and maintenance of the community wayfinding signs,

NOW, THEREFORE, pursuant to NMSA 1978 §§ 67-3-28, and in consideration of the mutual promises and representations in this Agreement, the DEPARTMENT and CITY agree as follows:

1. DEPARTMENT shall:

- a. Conduct a field review of each community wayfinding sign location proposed by CITY, and
- b. Approve the installation of each community wayfinding sign proposed by CITY if the proposed location and the sign comply with DEPARTMENT standards and specifications, including the Manual on Uniform Traffic Control Devices (“MUTCD”) and AASHTO’S Roadside Design Guide in effect at the time of the proposed installation of the sign.

2. CITY shall:

- a. Manufacture and install the community wayfinding signs in compliance with DEPARTMENT standards and specifications, including the Manual on Uniform Traffic Control Devices (“MUTCD”) and AASHTO’S Roadside Design Guide in effect at the time of the installation of the signs,
- b. After installation of each community wayfinding sign, provide at its own expense all routine maintenance such as sign repair and replacement, including replacing signs with the same type of signs in the case of accidental damage or vandalism, and

- c. Make ample provisions in CITY's budget each year for the cost of maintaining the community wayfinding signs.

3. Effective Date and Term.

This Agreement shall become effective on the date of the last signature of the parties and shall terminate as provided herein.

Either party may terminate this Agreement for cause based upon any material breach of the Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, the breaching party has not begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under law.

Either party, at their discretion, and with thirty (30) days' notice to the other party, may elect to terminate this Agreement.

Upon termination of this Agreement for cause or any other reason, the community wayfinder signs installed in accordance with this Agreement shall be removed by CITY at its own expense and within a reasonable period of time, but no later than **30** days after notice of termination of the Agreement. If CITY fails or refuses to remove said signs, the DEPARTMENT will cause the signs to be removed and will seek reimbursement from CITY for the costs of removal.

4. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury, damage to property, or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

5. New Mexico Tort Claims Act.

As between DEPARTMENT and CITY, 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 in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

6. Scope of Agreement.

This Agreement incorporates all of the agreements, covenants and understandings between the parties concerning the subject matter of this Agreement. All such covenants,

agreements and understandings have been merged into this written Agreement. No prior agreement, covenants or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

7. Terms of This Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and not contravene any state, local or federal statutes, regulations, rules or ordinances.

8. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws, rules, regulations and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations and executive orders, the parties agree to assure that no person in the United States shall on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

9. Severability.

In the event any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

10. Project Responsibility.

CITY is solely responsible for installation and maintenance of the community wayfinding signs provided for in this Agreement and nothing in this Agreement is intended to give DEPARTMENT any responsibility for future maintenance of any such signs.

11. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 § 38-3-1(G).

12. Amendment.

This Agreement shall not be altered, modified or amended except by an instrument in writing and executed by both parties.

In witness whereof, the parties hereto have executed this Agreement as of the dates indicated below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended by:

By: _____
State Traffic Engineer

Date: _____

By: _____
District Engineer

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel.

By: _____
Assistant General Counsel

Date: _____

CITY OF AZTEC

By: _____
Mayor

Date: _____

By: _____
City Manager

Date: _____

Approved as to form and legal sufficiency by the Office of the City Attorney for the City of Aztec.

By: _____
City Attorney

Date: _____

Staff Summary Report

MEETING DATE: 25 August 2014
AGENDA ITEM: VIII. CONSENT AGENDA (O)
AGENDA TITLE: City Manager Employment Agreement

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

PROJECT DESCRIPTION / FACTS (Leading Department)

Please find attached a copy of the City Manager's employment agreement for FY15. The agreement includes a 3.15% pay increase for the fiscal year.

No other items were changed from last year's employment agreement.

SUPPORT DOCUMENTS: City Manager Employment Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to approve the City Manager employment agreement for Fiscal Year 2015.

EMPLOYMENT AGREEMENT

THIS INDENTURE made and entered into this 25th day of August, 2014 by and between the **City of Aztec**, Aztec New Mexico, a municipal corporation, hereinafter referred to as "Employer" and **Joshua W. Ray**, hereinafter referred to as "Employee"

WITNESSETH:

WHEREAS, it is the desire of the City Commission of the City of Aztec, hereinafter referred to as "The Commission to retain the services of the Employee to serve as the City Manager of the City of Aztec.

WHEREAS, it is the desire of the Commission to provide certain benefits, establish certain conditions of employment and to set the working conditions and compensation of the Employee.

WHEREAS, the employee is a member of the International City and County Management Association (ICMA) and the employee is subject to the ICMA Code of Ethics.

WHEREAS, the employee desires to accept employment as City Manager of the City of Aztec under the terms and conditions provided in this agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, **IT IS AGREED**, as follows:

Section 1. Duties.

The Employer does hereby hire the Employee as City Manager, who shall manage the affairs of the Municipality, supervise the employees, assist with policy making decisions, advise the Commission, and to perform any and all duties normally delegated by a municipality to its Chief Administrative Officer, as said duties may be detailed, delineated, or amplified by the Commission, and as specified by job description or ordinance.

Section 2. Term.

- A. The effective date of employment shall be **25 August 2015**. Employee agrees to remain in the exclusive employ of the City of Aztec until June 20, 2015, and neither to accept other employment nor to become employed by any other employer without prior Commission approval. Duties of City Manager shall take precedence over any other employment until said termination date, unless said termination date is affected as hereinafter provided.
- B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Commission to terminate the services of the Employee at any time, with or without cause, subject only to the provisions set forth in Section 4, paragraphs A, 8 and C, of this agreement.
- C. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position, subject only to the provision set forth in Section 4, paragraph E, of this agreement.

Section 3. Compensation.

- A. The Employer agrees to pay the Employee an annual base salary of one hundred seven thousand three hundred seven dollars (\$107,300.00) for the period June 22, 2014 through June 20, 2015 plus those benefits as provided for in this agreement.
- B. The Employer agrees to pay the Employee an annual vehicle allowance of eight thousand forty five dollars (\$8,045) for the period of July 1, 2014 thru June 30, 2015 plus any mileage reimbursement as provided in this agreement.

Section 4. Termination and Severance Pay.

- A. In the event the Employee is terminated by the Commission before expiration of the aforesaid term of employment, the Employer agrees to pay the Employee severance pay in an amount equal to six months basic pay.
- B. In addition the Employee shall also be compensated for all accrued annual leave (vacation, administrative and personal day).
- C. In the event the Commission requests the resignation of the Employee, then in that event, the Employee shall be deemed to be "terminated" at the date of such request, and the herein severance pay provisions shall be in full force and effect. Severance pay and accrued annual leave shall be paid in full within 5 days following such termination OR upon request shall be paid out over a period of time.
- D. Salary shall not include additional benefits provided for in this agreement, except that the Employee shall have the option, at his expense, of remaining a member of the City's health insurance plan pursuant to any COBRA regulations.
- E. In the event the Employee voluntarily resigns his position with the Employer before the expiration of the aforesaid term of agreement, then the Employee shall give the Municipality two months notice in advance, unless the parties agree otherwise.
- F. If the Employee is terminated because of a conviction of a felony, the Employer is not obligated to pay severance under this section.

Section 5. Professional Membership.

Employer agrees to budget for and to pay for professional membership dues and subscriptions of the Employee for participation in ICMA, the Municipal League, and in the New Mexico City Management Association.

To the extent that the City budget allows, the Employer agrees to allow the Employee to attend the annual conferences of the above named professional associations as part of his professional development.

Section 6. Performance Evaluation.

- A. The Commission agrees to review and evaluate the performance of the Employee annually and to provide feedback on how to improve performance and help the Commission achieve goals for the Municipality. The review and evaluation shall

be in accordance with specific criteria agreed to by the Commission and the Employee. The Employee shall be given the opportunity to meet with the Commission during the performance evaluation.

- B. Quarterly, the Personnel Committee, and the Employee shall meet to discuss progress made in meeting the goals and performance objectives as agreed to with the City Commission.

Section 7. Hours of Work.

The Employer recognizes that the Employee must devote a great deal of time beyond the normal office hours to tend to the business of the Municipality, and related duties of the Office of the City Manager. To that end, the Employee may periodically take time off during the workweek as administrative leave. However, the Employee is expected to maintain a minimum of a forty-hour workweek.

Section 8. Vehicle Allowance

The Employee is required to be on call for twenty-four hour service, therefore the Employer agrees to pay the Employee an annual vehicle allowance of eight thousand forty five dollars (\$8,045) for the period of July 1, 2014 thru June 30, 2015.

The Employee shall be responsible for paying for liability, property damage and comprehensive insurance, and for the purchase, operation, maintenance, repair, and gasoline purchases.

The vehicle allowance will cover all travel within San Juan County, New Mexico. Any business related travel outside of San Juan County, New Mexico will be reimbursed by the Employer at the rate established by the New Mexico Mileage and Per Diem Act.

Employee shall be responsible for any and all liabilities for personal injury, property damage, and for operation, maintenance and repair of said automobile arising out of Employee's use of said automobile. In addition, Employee shall be solely responsible for payment of all income tax liability arising out of Employee's personal, non business related usage of said automobile.

Section 9. Fringe Benefits and other Expenses.

- A. The Employee shall be entitled to all fringe benefits provided by the Employer for all its regular employees. This includes participation in the employers' health, dental, and life insurance plans. Employee shall be subject to, and governed by, the general policy of the City regarding vacation, sick and other leave.
- B. The Employee will receive a maximum of 60 hours of Administrative Leave per calendar year which cannot accumulate into the following year.
- C. The Employee is required by law to participate in the State of New Mexico Public Employees Retirement Association (PERA) retirement plan. The required contributions to PERA will be at the same rate as afforded all other employees of the City.

- D. The Employee will be reimbursed for travel expenses related to the performance of his duties and responsibilities at the rates prescribed by the New Mexico Mileage and Per Diem Act.
- E. The Employer shall provide Employee with a laptop computer, software, fax/modem, data access and cell phone allowance (city will pay an allowance of \$120.00 a month of the cost of the plan and a maximum of \$100.00 once a year for cell phone accessories or cell phones that need to be replaced) to assist him in the performance of his job and to maintain communication.

Section 10. Residency.

The Employee is required to live within the City limits of the City of Aztec, unless otherwise approved by Commission, during the term of his employment.

Section 11. Indemnification.

The Employer agrees to defend, save harmless, and indemnify the Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the duties of the Employee, or any claim resulting from the exercise of judgment or discretion in connection with the performance of duties or responsibilities of City Manager. The Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments, including travel expenses shall continue beyond Employee's service to the Employer as long as litigation is pending.

Section 12: Bonding

In the event that the Employer requires the Employee to be bonded as part of his duties and responsibilities, the Employer shall bear the full cost of any fidelity or other bonds required of the Employee.

Section 13. General Provisions.

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs and executors of the parties.
- C. If any provision or any portion thereof, contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Employer has caused this agreement to be signed and executed on behalf of the City Commission by the Mayor, and duly attested by the City Clerk. Further the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

CITY OF AZTEC

By _____
Sally Burbridge, Mayor

By _____
Joshua W. Ray, Employee

ATTESTED

By _____
Karla Saylor, City Clerk

APPROVED AS TO FORM

By _____
Larry T. Thrower, City Attorney

Staff Summary Report

MEETING DATE: August 25, 2014
AGENDA ITEM: VIII. CONSENT AGENDA (P)
AGENDA TITLE: RFQ15-0420 Municipal Collection Services

ACTION REQUESTED BY: Municipal Court, Utility Administration, Finance Department
ACTION REQUESTED: APPROVAL
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The City uses the services of collection agencies on delinquent court dockets and utility accounts. Each department has its own policies and procedures in place for reviewing delinquent accounts and submitting for collection to an outside agency. Until a docket or utility account is submitted for collection, the respective department continues efforts to collect the funds due to the City.
- In August 2011, Utility Administration obtained quotes for collection services and continued using the services of CBF Services of Farmington. Municipal Court has used the services of ARS, Farmington NM for several years.

PROCUREMENT / PURCHASING (if applicable)

- A request for quote was posted on July 8, 2014 with responses due by July 22, 2014. While several inquiries on the quote request were received, two firms ultimately responded to the quote request. The quote request included rates for regular collections and those requiring legal action.

	Commission Rate	
	Regular	Legal
Credit Bureau of Farmington (CBF)	25%	40%
Automated Recovery Systems (ARS)	25%	50%

The quote provided by CBF remains consistent with the 2011 quote. ARS reduced their rate on regular collections from 30%.

- Utility Administration will continue collection services with CBF.
- Municipal Court will continue collection services with ARS. Items submitted for collection prior to the execution of the agreement will continue at 30% collection rate. Items submitted after the new agreement will be at the reduced rate of 25%. It is estimated the new rate will result in reduced costs to the Court of \$1,800 annually.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The FY15 Adopted Budget, General Fund, Municipal Court includes \$9,000 specific to collection services.
- The FY15 Adopted Budget, Joint Utility Fund, Utility Administration, includes \$5,350 specific to collection services.

SUPPORT DOCUMENTS: ARS Collection Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve ARS Collection Agreement and authorize City Manager to review and execute CBF Agreement.

**AUTOMATED RECOVERY SYSTEMS OF NEW MEXICO.
P.O. BOX 1680/119 N LOCKE
FARMINGTON, NM 87401
(505) 325-3777 - (800) 871-4075 - FAX (505) 325-4474
SERVICE AGREEMENT**

This agreement is entered into between AUTOMATED RECOVERY SYSTEMS OF NEW MEXICO hereinafter referred to as ARS and, CITY OF AZTEC, NEW MEXICO, hereafter referred as "CREDITOR".

For valuable consideration, CREDITOR agrees to exclusively assign all right, title and interest in and to each account referred to ARS for collection purposes with the authority to collect, sue for, endorse all remittances and place records with all credit reporting entities. For such efforts CREDITOR agrees to pay ARS the commissions specified below:

Credits posted or reported on any assigned retail account will earn a fee of 25.% in addition to this interest will accrue at the rate of 15% per annum to be collected from the consumer.

- 1) Accounts that CREDITOR authorizes to be included in a lawsuit shall increase to 50%.
- 2) Accounts that are forwarded to a bonded forwarding agency in other geographical areas shall increase to 50%.
- 3) ARS agrees to apply all monies to the principle amount of each account first, until the principle balance on that account is paid in full. Any interest shall be collected only after the principle balance is paid. The only exception will be in the case of a lawsuit in which court cost shall be paid from the first monies recovered.

Fees are earned on the gross amount credited to any assigned accounts whether collected by ARS or credit by the CREDITOR.

CREDITOR agrees that a record of each delinquent account assigned to ARS for collection may be placed with one or more credit reporting agency for the inclusion in the individual credit record and reported as a derogatory item for the times and in the methods prescribed in the Federal Fair Credit Reporting Act.

ARS reserves the right to dismiss or cancel any account listed for any reason. There will be no charge incurred to CREDITOR if ARS chooses to cancel and return account to. CREDITOR. ARS shall not cause any individual account to be referred to any attorney or court of law for any legal action without first notifying CREDITOR. All actions brought to recover monies on assigned accounts shall be brought in the name of ARS and not in the name of CREDITOR. CREDITOR will at all times be entitled to the full names, address and telephone numbers of ARS counsel on individual accounts and shall have the full authority to discuss with ARS legal counsel, the merits of any individual case as it pertains to CREDITOR.

CREDITOR agrees to provide all written and verbal documentation necessary to prove each individual account. If CREDITOR is unable to provide the necessary proof or testimony, ARS shall be entitled to full commissions and reimbursements of all costs, expenses, and attorney's fee expended.

ARS and CREDITOR agree and intend to be bound by this agreement which includes the "Conditions of Service of Agreement" set forth on the reverse hereof and CREDITOR acknowledges that CREDITOR has read and fully understands those conditions.

DATED THIS _____ day of _____ 2014

CITY OF AZTEC
NEW MEXICO

AUTOMATED RECOVERY SYSTEMS OF NEW MEXICO

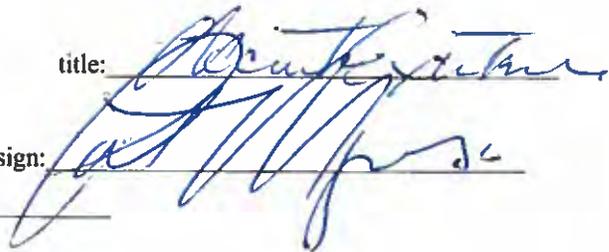
title: _____

sign: _____

contact name _____

title: _____

sign: _____



Conditions of Service of Agreement

CREDITOR and ARS will advise each other within 24 hours of all payments made on assigned accounts, the date, method, and amount of the payment made. Reports of direct payments may be made via terminal, telephone or mail. CREDITOR agrees to refer all consumers to ARS for negotiations and preparation of time payment agreements.

ARS reserves the right to dismiss or cancel any account listed for any reason. There will be no charge incurred to CREDITOR if ARS chooses to cancel and return account to CREDITOR.

CREDITOR reserves the right to withdraw on written request any account which has been assigned for collection. Any accounts may be withdrawn within thirty (30) days from the date of assignment, without cost to CREDITOR upon written notice listing the accounts to be withdrawn. Provided no payment is made or arranged, account forwarded out of area, or suit commenced. As to any other account withdrawn, CREDITOR agrees to reimburse ARS for all fees and expenses expended, including court cost and attorney fees. As to any Court account cancelled due to incarceration, CREDITOR agrees to reimburse ARS \$10.00 (ten dollars) per account. No fee shall ever exceed the amount which ARS would have received if the account had been collected in full.

Checks paid by debtor and returned by the bank unpaid (nsf etc), received by ARS, shall be billed (less commission) to CREDITOR and be deducted from the next remittance if ARS has already remitted to CREDITOR. In the event funds are not available to offset, the amount shall be considered a receivable due ARS and CREDITOR will remit within 10 days of billing.

ARS, being governed by Federal, State, and local regulations agrees that no illegal tactics will be used in effecting the collection of any accounts and that at all times it will employ courteous business procedures to the end of maintaining CREDITOR goodwill. ARS further agrees to indemnify, save and hold CREDITOR harmless from any and all loss, liability, or claims whatsoever due to any act, act.

Accounts in the possession of ARS may be retained, subject to CREDITORS right of withdrawal under this Agreement.

ARS shall not cause any individual account to be referred to any attorney or court of law for any legal action without first notifying and obtaining the consent of CREDITOR. All actions brought to recover monies on assigned accounts shall be brought in the name of ARS and not in the name of CREDITOR. CREDITOR will at all times be entitled to the full names, address and telephone numbers of ARS counsel on individual accounts and shall have the full authority to discuss with ARS legal counsel the merits of any individual case as it pertains to CREDITOR.

CREDITOR expressly warrants that the information provided ARS on subject accounts placed for collection under this agreement shall be true and accurate.

CREDITOR will update and correct said information upon ascertaining any change which affects the account. CREDITOR further agrees to indemnify, save and hold ARS harmless from any and all loss, liability, or claims brought by any third person or the debtor as a result of actions pursued by ARS as a result of inaccurate information provided by CREDITOR.

This Agreement may be canceled by either party upon 30 days written notice. This agreement shall apply to all accounts assigned to ARS unless covered by a separate agreement. CREDITOR agrees to pay ARS all court and attorney fees on any court action for non payment of fees or negligence.

CREDITOR REMITTANCE INFORMATION:

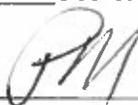
CITY OF AZTEC MUNICIPAL COURT

ADDRESS: _____

PHONE _____ EMAIL _____ CONTACT: TERESA BOUNDS

Initial

ARS



CREDITOR _____

Staff Summary

MEETING DATE: August 25, 2014
AGENDA ITEM: VIII. CONSENT AGENDA (Q)
AGENDA TITLE: Visitor Center Document Destruction

ACTION REQUESTED BY: Visitor Center
ACTION REQUESTED: Approval
SUMMARY BY: Wilann Thomas

PROJECT DESCRIPTION / FACTS

The following documents have been processed and scanned into Laserfiche. In accordance with the Community Developments Planning Records Retention Schedule these records and are now ready for disposal pending confirmation from Commission.

- Advertising Agreements
- Brochure Orders
- Cooperative Advertising Program
- Deposits 2010-2013
- Email Address Book
- Employee Docs
- Events
- Info Requests
- Marketing Information
- Misc. Tourism
- Reimbursement Requests
- Visitor Logs
- Scenic Byway Funding Requests
 - 2008-2012
- History book Info
- Photo Releases
- Travel Requests
- Catch the Kid Promotional Notes/ Info

SUPPORT DOCUMENTS: Resolution 2010-845 Authorizing Destruction of Hard Copy Records Once Digitally Archived.

DEPARTMENT'S RECOMMENDED MOTION: Move to **APPROVE** the destruction of these documents as outlined by the document destruction procedures.

Staff Summary Report

MEETING DATE:	August 25, 2014
AGENDA ITEM:	VIII. CONSENT AGENDA (R) UPDATED
AGENDA TITLE:	<u>Resolution 2014-944 Adopting the 2016-2020 Infrastructure Capital Improvement Plant (ICIP)</u>

ACTION REQUESTED BY:	City Staff
ACTION REQUESTED:	APPROVAL
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

A local infrastructure capital improvement plan is a plan that establishes planning priorities for anticipated capital projects. The need for this kind of planning has reached critical proportions in New Mexico, where local governments are faced with pressing demands for multiple capital improvements and limited funding to support them. The state-coordinated ICIP process encourages entities to plan for the development of capital improvements so that they do not find themselves in emergency situations, but can plan, fund, and develop infrastructure at a pace that sustains their activities.

The Department of Finance and Administration (DFA), through its authority in NMSA 1978, Sections 6-6-2J, 6-6-4, 9-6-5.1, 11-6-2, 11-6-3, 11-6-4.1, 11-6-5, and 11-6-5.1, strongly encourages each jurisdiction to prepare a Five-Year Infrastructure Capital Improvement Plan (ICIP).

Each entity may submit its plan to the state through the web-based reporting system. Pertinent parts of all the plans of participating entities are published each year. The published ICIP is made available for entity use and is distributed to the legislature, governor and funding agencies.

The ICIP must be annually adopted by resolution. The state has accelerated the deadline for ICIP submittal to September 2, 2014 (was September 30 last year).

The 2016-2020 ICIP will be posted on the City's website www.aztecm.gov under the Plans and Project section (Common Links) and also published in the Aztec Talon City Chatter.

2016 Projects:

#1 East Aztec Arterial \$3,500,000 – the attached list identifies \$3,500,000 unfunded for this project in 2017. A Farmington MPO TIP and NMDOT STIP amendment for \$3,500,000 is in process and should be finalized mid to late fall this year. The arterial remains the City's #1 priority.

#2 Outfall Line Replacement \$1,718,700 – an engineer’s estimate of probable construction cost has been received, adding construction management services and 15% contingency has increased the anticipated cost of the project. This project will bid this winter and construction should begin early spring 2015. Additional loan proceeds will be requested from NMED, however, legislative funding could reduce the debt burden on wastewater customers.

#3 North Main Corridor \$850,000 – this project should be ready to bid winter of 2014; currently anticipated to be a phased project due to available funding. Secured FTA funding is specific to trail and transit stop construction. External funding would accelerate the project and be used for construction of utility infrastructure, roadway, and pedestrian facilities.

#4 Blanco Arroyo Mitigation \$475,000 – hydrologic modeling must be completed on the arroyo to identify specific mitigation projects. FEMA/State funds are possible funding sources for modeling and mitigation projects on the arroyo.

#5 South Aztec Water System Rehabilitation (North Heights Water System) \$718,000 – water distribution system requires replacement. This may be a phased project based on available funding and could be a CDBG application in 2015.

Other projects (not all) included on 2016 ICIP:

Senior Center Retaining Wall – a change in the Capital Request process for senior centers through NM Aging and Long Term Aging (NM ALTS) requires inclusion on the City’s ICIP. 2017 and 2019 also include Vehicle Replacement for Senior Center services.

Aztec Softball Complex – project has been added to the City’s ICIP for 2016

San Juan County Communications Authority (SJCCA) Dispatch Software & Hardware – the communications center dispatch infrastructure is 20 years old and requires replacement; software also requires update. SJCCA requested San Juan County entities include the project on their ICIP.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

The ICIP is another tool that should be utilized in the planning and budget process. This document should then guide the city in the development of project priorities for funding opportunities, performance plan development, and annual budget development.

SUPPORT DOCUMENTS: Resolution 2014-944
2016-2020 ICIP Summary (will be provided prior to meeting)

DEPARTMENT’S RECOMMENDED MOTION: Move to Approve Resolution 2014-944 adopted the 2016-2020 Infrastructure Capital Improvement Plan (ICIP).

CITY OF AZTEC

Resolution No. 2014-944

**A RESOLUTION ADOPTING AN INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN
(ICIP)**

WHEREAS, the City of Aztec recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

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

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

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

NOW, THEREFORE, the Aztec City Commission resolves as follows:

1. The City has adopted the attached 2016-2020 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution No. 2013-919.

PASSED, APPROVED and ADOPTED by the governing body at its meeting of August 25, 2014.

Mayor Sally Burbridge

ATTEST:

Karla Sayler CMC

Infrastructure Capital Improvement Plan FY 2016-2020

Aztec Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	Funding					Total Project Cost	Amount Not Yet Funded	Phases
						2016	2017	2018	2019	2020			
14643	2016	001	East Aztec Arterial	Hiways/Roads/Streets/Bridges	10,564,742	0	3,500,000	0	0	0	14,064,742	3,500,000	No
12877	2016	002	Outfall Line Replacement	Wastewater	4,111,605	1,718,700	0	0	0	0	5,830,305	1,718,700	No
14644	2016	003	North Main Street Extension	Hiways/Roads/Streets/Bridges	519,900	850,000	0	0	0	0	1,369,900	850,000	Yes
28267	2016	004	Blanco Arroyo Flood Hazard Mitigation	Storm/Surface Water Control	80,000	475,000	0	0	0	0	555,000	475,000	Yes
15102	2016	005	South Aztec Water System Rehabilitation	Water Supply	50,000	718,000	600,000	600,000	600,000	600,000	3,168,000	3,118,000	Yes
30040	2016	006	Aztec Softball Complex	Public Parks (local)	0	3,618,123	0	0	0	0	3,618,123	3,618,123	No
23476	2016	007	North Oliver Street Improvements	Hiways/Roads/Streets/Bridges	535,345	500,000	500,000	0	0	0	1,535,345	1,000,000	Yes
28268	2016	008	Water Reservoir 1 Improvements	Water Supply	100,000	900,000	0	0	0	0	1,000,000	900,000	No
26209	2016	009	Aztec Municipal Airport	Airports	0	950,000	500,000	0	0	0	1,450,000	1,450,000	Yes
16087	2016	010	Treated Water Tank Replacement	Water Supply	0	75,000	500,000	0	0	0	575,000	575,000	No
20014	2016	011	Animas River Bank Stabilization	Storm/Surface Water Control	0	150,000	150,000	0	0	0	300,000	300,000	No
23477	2016	012	Local Street Projects	Hiways/Roads/Streets/Bridges	420,000	1,000,000	1,000,000	750,000	800,000	1,400,000	5,370,000	4,950,000	No
26236	2016	013	Riverside Park Improvements	Public Parks (local)	369,000	300,000	200,000	0	0	0	869,000	500,000	No
12924	2016	014	Animas River Trail System	Public Parks (local)	325,000	50,000	50,000	50,000	50,000	50,000	575,000	250,000	Yes
21976	2016	015	Underground Overhead Power Lines	Utilities (publicly-owned)	649,000	50,000	50,000	50,000	50,000	50,000	899,000	250,000	No
28269	2016	016	Relocate Rodeo Arena	Public Parks (local)	0	550,000	0	0	0	0	550,000	550,000	No
30047	2016	017	Aztec Senior Center Retaining Wall	Senior Facilities	0	175,000	0	0	0	0	175,000	175,000	No

Infrastructure Capital Improvement Plan FY 2016-2020

30041	2016	018	SJCCA Dispatch Software & Hardware	Other	0	2,000,000	0	0	0	0	2,000,000	2,000,000	No
28266	2017	002	Hampton Arroyo Flood Hazard Mitigation	Storm/Surface Water Control	0	0	550,000	0	0	0	550,000	550,000	No
22011	2017	003	Construction of 3MV PV Generating Station	Clean Energy	450,000	0	5,800,000	0	0	0	6,250,000	5,800,000	Yes
23882	2017	004	Hartman Park Improvements	Public Parks (local)	0	0	340,000	0	350,000	0	690,000	690,000	No
23881	2017	005	Cap Walls Park Improvements	Public Parks (local)	70,000	0	30,000	0	0	0	100,000	30,000	No
12878	2017	012	New Substation/Transmission Line	Utilities (publicly-owned)	0	500,000	3,800,000	0	0	0	4,300,000	4,300,000	No
30042	2017	015	Vehicle: Handicap Conversion Van	Senior Facilities	0	0	50,000	0	0	0	50,000	50,000	No
28283	2018	001	Dillon Heights Utility Extensions	Utilities (publicly-owned)	0	0	0	350,000	300,000	0	650,000	650,000	No
28278	2018	002	Estes Arroyo Flood Hazard Mitigation	Storm/Surface Water Control	0	0	0	400,000	0	0	400,000	400,000	No
22007	2018	003	Wastewater Compost Pad Building	Wastewater	0	0	0	2,000,000	0	0	2,000,000	2,000,000	No
23486	2018	004	Airport Tank Rehab	Water Supply	0	0	0	200,000	0	0	200,000	200,000	No
16084	2018	005	Primary Backwash Waste Pond	Water Supply	40,000	0	0	803,000	0	0	843,000	803,000	No
18037	2018	006	Water Reservoir 2 Liner Replacement	Water Supply	0	0	0	500,000	0	0	500,000	500,000	No
14798	2019	002	Main Street Phase III - Zia to Rio Grande	Hiways/Roads/Streets/Bridges	0	0	0	0	600,000	0	600,000	600,000	No
28277	2019	006	Tiger Park Slope Stabalization	Storm/Surface Water Control	24,774	0	0	0	39,226	0	64,000	39,226	No
30046	2019	015	Vehicle (2019) - Handicap Conversion Van	Senior Facilities	0	0	0	0	50,000	0	50,000	50,000	No
14796	2020	001	Blanco Street Extension	Hiways/Roads/Streets/Bridges	0	0	0	0	0	1,000,000	1,000,000	1,000,000	No
10889	2020	003	Construction of New Fire Station	Fire	0	0	0	0	0	3,050,000	3,050,000	3,050,000	No
11420	2020	005	Construction Aztec Wellness Center	Public Parks (local)	0	0	0	0	0	14,000,000	14,000,000	14,000,000	No

Number of projects: 36

Infrastructure Capital Improvement Plan FY 2016-2020

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	18,309,366	14,579,823	17,620,000	5,703,000	2,839,226	20,150,000	79,201,416	60,892,048

Staff Summary Report

MEETING DATE: August 25, 2014

AGENDA ITEM: XI. BUSINESS AGENDA (A)

AGENDA TITLE: Russell Planning & Engineering, Contract Change Order #1

ACTION REQUESTED BY: Project Management, Finance Department

ACTION REQUESTED: APPROVAL For Russell Planning & Engineering, Contract Change Order

SUMMARY BY: Ed Kotyk, Kathy Lamb

PROJECT DESCRIPTION / FACTS (Leading Department)

- Original Contract: Approved by Commission during the August 26, 2013 regular meeting, RFP 2014-225 was awarded to Russell Planning & Engineering (RPE) for design services of the North Main Corridor connecting Main Avenue to the Aztec Ruins National Monument. Elements of the design include plaza area, trails, landscaping, roadway, sidewalks and utilities.
- Amendment #1: Scope of agreement expanded to include the development of a land use overlay specific to the North Main Corridor, an increase of \$7,225.
- Change Order #1: To develop engineer design for the crossing at Hampton Arroyo that was not include in the original North Main Corridor design. Russell Planning & Engineering has already done flood plain modeling for the Hampton Arroyo for purposes of the North Main Corridor and through that study has determined that a box culvert system could work and be less costly than a bridge across the arroyo.

PROCUREMENT INPUT (Purchasing)

Qualification-Based Proposals in response to the City's Request for Proposals (RFP) 2014-225 were received on June 20, 2013. Proposals were evaluated, finalists were interviewed, and ultimately, a contract was negotiated with RPE.

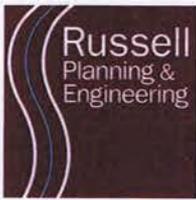
- Original Contract: \$178,813.37
- Amendment #1: \$ 7,225.00
- Change Order #1: \$ 9,025.00
- Amended Total \$186,038.37

FISCAL INPUT (Finance Department)

- FY15 Annual Adopted Budget re-appropriated funds specific to this agreement as well as funds for first phase of construction, providing sufficient available funds for approval of this change order request.

SUPPORT DOCUMENTS: RPE's Change Order #1

DEPARTMENT'S RECOMMENDED MOTION: Move to APPROVE Russell Planning and Engineering Contract Change Order #1 in the amount of \$9,025.



Contract Change Order #1

Project: Aztec North Main
Date of issuance: August 19, 2014

Owner: City of Aztec, NM
Effective Date: August 19, 2014

Reason for Change:

The original contract, 2014-255 dated 09/10/2013 (the Contract), between Russell Engineering, Inc. (RPE) and the Owner did not include work which RPE and/or their sub-contractors have since been directed to complete, primarily:

- Change #1: Addition of concrete box culvert and wing wall design and grading for the Hampton Arroyo.
- Change #2: Concrete pad for trail crossing across Martinez Lane.
- Change #3: Additional scope of work outlined by DHM as broken out below.

Change descriptions:

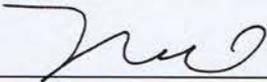
- Change #1: This includes the time required for the design of the concrete box culvert crossing the Hampton Arroyo. Note 10 within the Contract assumed the design flow of the Arroyo could be conveyed with a simple metal culvert. Further analysis has shown that the FEMA flows require (2) 12-ft by 8-ft concrete box culverts, along with the necessary custom-designed concrete wing walls and grading sufficient to fit the culverts within the existing arroyo channel. The proposed design fee for this item is \$5,300.
- Change #2: City of Aztec staff has requested the addition of the design for a concrete pad located at the trail crossing of Martinez Lane. The proposed fee for this item is \$800.
- Change #3: DHM Design, a sub-contractor under the prime agreement with Russell, is requesting the addition of fees to account for work previously done outside the scope of the existing contract. Please see the attached Exhibit A, totaling \$2786.00 of additional items. RPE is also requesting that the coordination fee of 5%, or \$139.00 be applied towards the DHM portion of the amount per the arrangement in the original contract, bringing the total to \$2925.00.
- Change #4: **No cost change.** RPE and/or DHM have instead attended additional on-site meetings on 9/17/13 (Founder's Day walk through), 2/5/14 (new City Staff review), 3/25/14 Conceptual Plan presentation, 6/17/14 60% plan presentation. RPE requests that the site visits be substituted for the contractual requirements of the weekly phone conferences.

Contract Status

Original Contract =	\$178,813.37
Change Order #1 =	\$ 9,025.00
Total =	\$187,838.37

Procedure:

Please review, and if everything sign this Change Order #1 and return to Russell Planning and Engineering.

Approved by: _____  _____
 Engineer Date 8/20/14

Authorized by: _____
 (Authorization signature) Owner Date

Exhibit A

DHM Design
8/19/2014
Aztec North Main Corridor

Itemized List of Services outside of Scope

Date	Task	Hours/Rate (Total)	Description
2/27/2014	Lighting Examples	6hrs/\$62 (\$372) 1hr/\$130 (\$130)	Addressed lighting concerns from Public Works Dir, assembling explanation and examples of pedestrian lighting approach.
Month of July, 2014	Custom Details	32hrs/\$62 (\$1984) 4hrs/\$75 (\$300)	Detailing in CAD custom steel shade trellis and trailhead gateway monument.
Total Fees:		\$2,786.00	

Staff Summary Report

MEETING DATE: August 25, 2014
AGENDA ITEM: XI. BUSINESS AGENDA (B)
AGENDA TITLE: H.O. Construction, Contract Change Order #1

ACTION REQUESTED BY: Project Management, Finance Department
ACTION REQUESTED: APPROVAL For H. O. Construction, Contract Change Order
SUMMARY BY: Ed Kotyk, Kathy Lamb

PROJECT DESCRIPTION / FACTS (Leading Department)

- Original Contract: Bid 2014-396 Pedestrian Trail was awarded to H.O. Construction on June 10, 2014, base bid plus alternate #1 in the amount of \$283,260 plus gross receipts tax.
- Change Order #1: In the original bid documents, there was no specification on the type of hand rail system. As such, the contractor spec the hand rails system to be a 2-rail system of steel and paint finish (\$82 per linear foot). After lengthy discussion, staff determined that maintenance on such a railing system would be extensive due to length and past experience with painted hand rails. As such, a request has been made to change the hand rail system to galvanized pipe as this will require a lot less maintenance and the finish would match the hand rails currently on the bridge. Corten (oxidized metal) was considered, but determined that such a finish tends to stain peoples' hands.
- In addition, the engineer's estimate for hand rails was for 285 linear feet each side of the trail along the embankment (570 linear feet total). Subsequent field measurements after the embankment has been constructed has determined that only 250 linear feet each side is required (500 linear feet total).

PROCUREMENT INPUT (Purchasing)

- Original cost proposed for 570 ln ft of hand rails: \$46,740 + GRT
- Galvanized hand rails for 500 ln ft: \$48,500 + GRT
- **Cost difference: \$1,760 + GRT**

FISCAL INPUT (Finance Department)

- The FY15 Adopted Budget, Municipal Road Fund, includes \$325,000 specific to this project. Sufficient funds exist in the established budget to approve the change order.
 - Original Contract w/ GRT \$305,389.69
 - Change Order #1 \$ 1,897.50
 - Amended Contract \$307,287.19

SUPPORT DOCUMENTS:

- H.O. Construction Cost Estimate
- Change Order

DEPARTMENT'S RECOMMENDED MOTION: Move to APPROVE H.O. Construction, Contract Change Order #1 in the amount of \$1,760 plus GRT.

**CITY OF AZTEC
CONTRACT CHANGE ORDER**

Change Order Requested by (Owner – Contractor): City of Aztec – H.O. Construction

Project: Pedestrian Bridge Trail

Change Order No: 1

Date: 8/21/2014

Purchase Order No: _____

Contractor: H.O. Construction Inc.

Address: P.O. Box 9468. Albuquerque, NM 87119

Owner: City of Aztec

Address: 201 W Chaco St, Aztec, NM 87410

REVISED CONTRACT AMOUNT

1. Original Contract Amount	\$	<u>305,389.69</u>
2. Total Contract Amount Including Previously Approved Change Orders (increase and/or deductions, including Tax)	\$	<u>305,389.69</u>
3. Amount of this Order (Estimated) or (Firm) (Including Tax)	\$	<u>1,897.50</u>
4. Total Revised Contract Amount to Date (Including Tax)	\$	<u>307,287.19</u>
5. Monetary Basis of Change Order		
A. Unit Bid Price	<u>Change from 570 ft @ \$82/ft to 500 ft @ \$97/ft</u>	
B. Cost Plus _____%	(Percentage to be filled in by Owner) _____	

(Note: Items 2-5 Incl., to be filled in only if Change Order involves a monetary change.)

6. Original Contract Completion Date	<u>45</u>	calendar days from notice to proceed
7. New Completion Date Due to this Change Order	<u>45</u>	calendar days from notice to proceed

REASONS FOR CHANGE ORDER INCLUDING ESTIMATED OR FIRM COST BREAKDOWN
(See attached sheets _____ to _____).

The work covered by this order shall be performed under the same terms and conditions as that included in original contract.

CHANGE ORDER ACCEPTED AND APPROVED

By: _____ Date: _____
Contractor

CHANGE ORDER RECOMMENDED

By: _____ Date: _____
Engineer

CHANGE ORDER APPROVED

By: _____ Date: _____
Mayor, City of Aztec

H.O. CONSTRUCTION, INC

PO BOX 9468

ALBUQUERQUE, NM 871119

PHONE: 505-873-0554

Estimate

Date	Estimate #
8/21/2014	2014-79

Name / Address
CITY OF AZTEC. 201 WST CHACO AZTEC NM 87410

Project

PEDESTRIAN TRAIL BID #2014-396

Item	Description	Qty	Rate	Unit	Total
12	PEDESTRIAN / BICYCLE RAILING (GALVANIZED)	500	97.00	LF	48,500.00T

Signature _____	Subtotal	\$48,500.00
	Sales Tax (7.8125%)	\$3,789.06
	Total	\$52,289.06

Phone #	Fax #
505-873-0554	505-452-0844