

A G E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
March 24, 2015
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 Special Meeting Minutes, Thursday, March 5, 2015
- B. Commission Workshop Meeting Minutes, March 10, 2015
- C. Travel Requests
- D. Bid 2015-0445 Church Street Change Order #1
- E. Approval to Submit FY15 Youth Conservation Corps (YCC) Grant Application
- F. 2014 Library GO Bond Agreement
- G. Finance Department Xerox Lease Agreement
- H. Capital Outlay Request-Senior Center

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

IX. ITEMS FROM CONSENT AGENDA

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)

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

XI. BUSINESS ITEMS

- A. Final Adoption of Ordinance 2015-442, An Ordinance Amending Chapter 16, Article II. Parks & Recreation Fees

XII. LAND USE HEARING

- A. Application for Concurrent Preliminary and Final Plat Approval for the Ignatius Homes Minor Subdivision,

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.

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CITY OF AZTEC
SPECIAL COMMISSION MEETING MINUTES
MARCH 5, 2015

I. CALL TO ORDER

Mayor Burbridge called the Meeting to order at 5:30pm at the Aztec City Commission Room, City Hall, 201 W. Chaco, Aztec, NM.

II. INVOCATION

The Invocation was led by Chief, Mike Heal

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Community Development Director, Bil Homka

IV. ROLL CALL

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

Members Absent: Commissioner, Katee McClure

Others Present: City Attorney, Larry Thrower; City Clerk, Karla Sayler (see attendance sheet)

V. AGENDA APPROVAL

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Rogers to Approve the Agenda as presented

VI. CITIZEN RECOGNITION

None

VIII. EMPLOYEE RECOGNITION

None

IX. CONSENT AGENDA

None

X. ITEMS FROM CONSENT AGENDA

None

XI. CITIZENS INPUT

None

XIII. BUSINESS ITEMS

A. Bid 14-0406 East Aztec Arterial Route, Phase 1B

Kathy Lamb, Finance Director mentioned that there was a pre bid opening in January for Bid 14-0406. She mentioned that they opened the bid on February 19 and that they received only one bid from Oldcastle SW Group Inc and that the bid exceeds the available project budget. NMSA 13-1-105 Competitive Sealed Bids provides that negotiations may occur with the lowest qualified bidder IF the bid received is within 10% of budgeted project funds to avoid a rejection. If the bid exceeds available project budget by 10%, negotiations are not permitted. The bid received, including estimated gross receipts tax, exceeds the available project budget by 21.8%. She mentioned that the City will go back out to Bid as soon as they can. This project needs to be completed this calendar year due to other funding timelines.

MOVED by Commissioner Locke, SECONDED, Mayor Pro-Tem Sipe to Approve Rejection of Bid 14-0406

A Roll Call Was Taken: All Voted Aye Motion Passed 4-0

XV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XVI. DEPARTMENT REPORTS

Mayor Burbridge mentioned that she will be attending the Mayor's Ball March 6 and will be leaving to Washington DC on March 7th for training. She mentioned that she would not be in attendance for Commission meeting on March 10th.

XVII. ADJOURNMENT

Moved by Mayor Burbridge, SECONDED by Mayor Pro Tem Sipe to adjourn the meeting at 5:41 p.m.

Mayor, Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Karla Sayler, City Clerk

CITY OF AZTEC
COMMISSION WORKSHOP MINUTES
March 10, 2015

I. CALL TO ORDER

Mayor Pro Tem Sipe called the meeting in to order at 5:18pm at the Aztec City Commission Room City hall 201 W. Chaco, Aztec NM.

MEMBERS PRESENT: Mayor Pro-Tem Sherri Sipe; Commissioner Sheri Rogers; Commissioner Roberta Locke; Commissioner Katee McClure

MEMBERS ABSENT: Mayor Sally Burbridge

OTHERS PRESENT: City Manager, Joshua Ray; Vangie Neil, Chamber; Theresa Bailey, Chamber; City Clerk Karla Sayler

A. Aztec Clean And Strong - A Community Wide Partnership

Mayor Pro-Tem Sipe opened up the meeting mentioning that this workshop is about the Community giving our youth a shot at succeeding. She mentioned that her goal is to partner together and keep our community free of drugs, gangs, bullies, and any other potential problems that are detrimental to our community. She mentioned that we have a great community and to keep it that way the community needs to come together and be aware of what is happening in our City and Schools. Mayor Pro-Tem Sipe mentioned that she would like to schedule a Community Forum in the near future to involve the parents and the community to come up with some ideas to bring up our youth to be happy, healthy and productive adults. She stated that it will take a Village to make this happen.

II. Adjournment

Mayor Burbridge adjourned the Workshop at 5:50 pm.

Mayor Pro-Tem Sherri Sipe

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Karla Sayler, City Clerk

Staff Summary Report

MEETING DATE: March 24, 2015
AGENDA ITEM: VIII. CONSENT AGENDA (C)
AGENDA TITLE: Travel Requests

ACTION REQUESTED BY: Tourism, Police, City Hall, Library and Water
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.
- If travel/training is to be reimbursed or some of the costs will be paid by another entity, those notes have been included on the log.

FISCAL INPUT (Finance Department)

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

SUPPORT DOCUMENTS: Travel Log March 24, 2015

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

**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: MARCH 24, 2014**

Dates of Travel	Department	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY15 Budget Available
03/27-29/15	Tourism	Governor's Conference on Tourism Santa Fe, NM.	Yes	No	108.00 291.12 50.00 20.00 251.10	Meal & Gratuity Allowance Registration Estimated Cost for Fuel Estimated Cost for Parking Lodging	Yes
04/06-08/15	Police	Managing the Property & Evidence Room Rio Rancho, NM.	Yes	No	96.00 295.00 50.00 178.00	Meal & Gratuity Allowance Registration Estimated Cost for Fuel Lodging	Yes
04/07-10/15	City Hall	NMML Workshop/Spring Meeting Clovis, NM.	Yes	No	144.00 275.00 200.00 180.00	Meal & Gratuity Allowance Registration Estimated Cost for Fuel Lodging	Yes
04/07-10/15	City Hall	NMML Workshop/Spring Meeting Clovis, NM.	Yes	No	144.00 275.00 180.00	Meal & Gratuity Allowance Registration Lodging (Riding w/S. Morgan)	Yes
04/09-10/15	Library	NMLA Mini Conference Acoma/Laguna Pueblo	Yes	No	72.00 80.00 55.00 66.08	Meal & Gratuity Allowance Registration Estimated Cost for Fuel Lodging	Yes
04/09-10/15	Library	NMLA Mini Conference Acoma/Laguna Pueblo	Yes	No	72.00 80.00 66.08	Meal & Gratuity Allowance Registration Lodging (Riding w/K. Skinner)	Yes

**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: MARCH 24, 2014**

Dates of Travel	Department	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY15 Budget Available
04/09-11/15	Tourism	Geo-Tourism Fair & Meeting Acoma Pueblo, NM.	Yes	No	96.00 75.00 128.00	Meal & Gratuity Allowance Estimated Cost for Fuel Lodging	Yes
04/10-11/15	City Hall	ACEC Gala for Pedestrian Bridge Albuquerque, NM.	Yes	No	50.40 210.90 97.17	Meal & Gratuity Allowance Estimated Cost for Fuel Lodging	Yes
04/14-16/15	Water	2015 Vector Control Conference Albuquerque, NM.	Yes	No	96.00 55.95 63.00 336.74	Meal & Gratuity Allowance Registration Estimated Cost for Fuel Lodging (w/A. Garcia)	Yes
04/14-16/15	Water	2015 Vector Control Conference Albuquerque, NM.	Yes	No	96.00 55.95	Meal & Gratuity Allowance Registration (Riding & Lodging w/A. Garcia)	Yes

Staff Summary Report

MEETING DATE: March 24 , 2015
AGENDA ITEM: VIII. CONSENT AGENDA (D)
AGENDA TITLE: Bid 2015-0445 S. Church Avenue Project - Change Order #1

ACTION REQUESTED BY: Public Works
ACTION REQUESTED: Approve Bid 2015-0445 S. Church Avenue Project - Change Order #1
SUMMARY BY: William Watson

PROJECT DESCRIPTION / FACTS

Bid 2015-0445 was awarded by Commission at the October 14, 2014 meeting for the amount of \$68,999.18. Engineer's estimate was calculated at \$81,830.

Due to weather the project has been delayed until spring 2015. As such the project has been broken into phases. Phase 1 is the west side of S. Church Avenue while Phase 2 is the east side of S. Church Avenue. Phase 1 has been completed.

The City Engineer changed the design of the sidewalk profile after the project was bid to accommodate street drainage after noticing poor existing roadway profile causing severe rain water puddling during an infrequent rain storm. Curb/gutter and sidewalk on west side of street was elevated approximately a foot to better control storm runoff which caused necessary adjustment on 3 properties which are situated below street elevation to access driveways. Access to other driveways on the west side also need asphalt patching to allow access from a lower existing street. Additional expense will be required to eliminate fall potential on properties that will be adjusted as part of the final payment.

Additional Work / Expense	Amount
Patch asphalt in front of driveways	\$1,708.90
Fill and compact dirt to new grade	\$2,186.61
New (additional) 4" side walk and driveways	\$4,296.50
New (additional) 6" drive pads	\$1,746.85
New turn down curb to hold fill dirt in place	\$1,155.75
Temporary Fence	\$300.00
TOTAL (excluding GRT)	\$11,394.61

We are anticipating a second Change Order following completion of the project to compensate for removal and reconstruction of existing retaining walls adjacent to the sidewalk at several locations that were constructed poorly on the east side of the street. These deficient retaining walls were discovered by the contractor after beginning work and verified by Mr. Kotyk and the City Engineer. The existing retaining walls will not be supported when the existing sidewalks are removed for replacement.

SUPPORT DOCUMENTS: Change Order #1

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Bid 2015-0445 S. Church Avenue Project - Change Order #1 for the Amount of \$11,394.61 plus GRT

Asphalt Patch

1. Material used was SP-III 1/2" mix
2. Material amount bought was 6 tons at \$96 each ton plus one bucket of tack coat at \$60 plus \$4.80 in tax total at \$641
3. Bobcat rental per day is \$200 Plate tamper is \$20 per day Dump trailer per Day is \$50 and 5 gallons of Diesel fuel at \$3.75 totals to \$290
4. New total with 15% profit is \$1708.9

Temporary Fence

1. Material used were T post and Bright orange construction warning fence
2. Total material used were two rolls of warning fence and 14 T posts
3. Material cost was \$35 each roll which totals at \$70 and T posts were \$7 each which total at \$98 and \$11.76 of sales tax add all together to \$180

Fill Dirt

1. Material used was engineered fill dirt
2. Total Material used was 78tons
3. Unit cost of material was \$13.80 a ton for processed fill dirt including delivery
4. Fill dirt was placed were side walk was raise to meet ADA and were new drive ways were installed at houses 319 and 321 to meet new height
5. Other job expenses include bobcat rental \$200 per day

Turn Down curb

1. Material used was 3000 psi concrete
2. Total material used was 4 yards for new concrete turn down curb and stairs to enter in house 319
3. Concrete unit cost is \$105 per yard and \$10 for form release
4. Extra forms were required to hold thickened concrete in place
5. New total at 15% profit is \$1155.75

4" Concrete

1. Total SQFT installed were 1003SQFT New Driveway installed at house 319 was a 15'x35' and a 5'x15' sidewalk to tie into existing sidewalk New driveway installed at house 321 was a 18'x16' New driveway to tie into new drive pad and existing driveway at house 327 was a 5'x23' totaling in 1003SQFT
2. Material used was 3000psi concrete
3. Total material used was 14 yards of concrete Total \$1470 and one roll of 6x6mil concrete wire to reinforce concrete total \$90
4. 14 yards of concrete at \$105 a yard total at \$1470 one roll of concrete wire at \$90 total at \$1560
5. Other job expenses include bobcat rental per day is \$200 dump trailer rental \$50 per day air compressor and jack hammer rental is \$200 per day totaling in \$450

6" Concrete

1. 6" concrete was installed in drive pads at house 319 and 321
2. Material used was 300psi concrete
3. 6 yards oc concrete half a roll of wire concrete form release concrete expansion joint
4. Total Material used was 6 yards of concrete at \$105 each yard \$630 and half a roll of 6x6mil concrete wire \$45 form release for turn down curb \$5 new expansion for 6"concrete \$14
5. Dump trailer rent is \$50 a day and concrete saw rental is \$25 per day

6. New total change order with 15% profit is \$1746.85 Original price of \$1820 was based upon original bid of \$7 per SQFT

Change Proposal Summary

Project: South Church Street
 Customer Change Request #: 001
 Contract #: _____
 Prime Contractor Request #: _____
 Contractor Job #: _____
 Contractor Change Proposal #: _____
 Description of Change: 4"concrete 1003sqft \$4.347sqf

1. Material.....	\$	1560
2. Sales Tax _____ %	\$	0
3. Labor	\$	1200
4. Labor Supervision.....	\$	400
5. Travel	\$	150
6. Workmen's Compensation, Insurance, and Payroll Taxes	\$	200
7. Subtotal	\$	3510
8. Other Job Expenses	\$	450
9. Subcontract Cost	\$	0
10. Total Prime Cost.....	\$	0
11. Overhead _____ % of line 10.....	\$	3960
12. Total Cost	\$	336.501
13. Profit <u>8.4975</u> % of line 12	\$	4296.501
TOTAL PRICE OF CHANGE	\$	4296.501

TIME EXTENSION REQUIRED..... _____ DAYS

ABOVE PRICES SUBJECT TO CHANGE IF NOT ACCEPTED BY _____ (Date)

Accepted by: _____
 Company: _____
 Signature: _____
 Date: _____

Change Proposal Summary

Project: South Church Street
 Customer Change Request #: 001
 Contract #: _____
 Prime Contractor Request #: _____
 Contractor Job #: _____
 Contractor Change Proposal #: _____
 Description of Change: 6" concrete 260sqft \$7sqft

1. Material		\$	694
2. Sales Tax _____ %		\$	0
3. Labor		\$	450
4. Labor Supervision		\$	150
5. Travel		\$	50
6. Workmen's Compensation, Insurance, and Payroll Taxes		\$	100
7. Subtotal		\$	1444
8. Other Job Expenses		\$	75
9. Subcontract Cost		\$	0
10. Total Prime Cost		\$	0
11. Overhead _____ % of line 10		\$	1519
12. Total Cost		\$	227.85
13. Profit <u>15</u> % of line 12		\$	1746.85
TOTAL PRICE OF CHANGE		\$	1746.85

TIME EXTENSION REQUIRED..... _____ DAYS

ABOVE PRICES SUBJECT TO CHANGE IF NOT ACCEPTED BY _____ (Date)

Accepted by: _____
 Company: _____
 Signature: _____
 Date: _____

Change Proposal Summary

Project: South Church Street
 Customer Change Request #: 001
 Contract #: _____
 Prime Contractor Request #: _____
 Contractor Job #: _____
 Contractor Change Proposal #: _____
 Description of Change: 120LFT turn down curb

1. Material.....		\$	430
2. Sales Tax _____ %		\$	0
3. Labor		\$	300
4. Labor Supervision.....		\$	150
5. Travel		\$	25
6. Workmen's Compensation, Insurance, and Payroll Taxes		\$	50
7. Subtotal		\$	955
8. Other Job Expenses		\$	50
9. Subcontract Cost		\$	0
10. Total Prime Cost.....		\$	1005
11. Overhead <u>15</u> % of line 10.....		\$	150.75
12. Total Cost		\$	1155.75
13. Profit <u>15</u> % of line 12		\$	173.36
TOTAL PRICE OF CHANGE		\$	1329.11

TIME EXTENSION REQUIRED..... _____ DAYS

ABOVE PRICES SUBJECT TO CHANGE IF NOT ACCEPTED BY _____ (Date)

Accepted by: _____
 Company: _____
 Signature: _____
 Date: _____

Change Proposal Summary

Project: South church Street
 Customer Change Request #: 001
 Contract #: _____
 Prime Contractor Request #: _____
 Contractor Job #: _____
 Contractor Change Proposal #: _____
 Description of Change: temporrary fence

1. Material.....		\$	180
2. Sales Tax _____ %		\$	Excluded
3. Labor		\$	15
4. Labor Supervision.....		\$	50
5. Travel		\$	25
6. Workmen's Compensation, Insurance, and Payroll Taxes		\$	10
7. Subtotal		\$	280
8. Other Job Expenses		\$	_____
9. Subcontract Cost		\$	0.00
10. Total Prime Cost.....		\$	_____
11. Overhead _____ % of line 10.....		\$	_____
12. Total Cost		\$	_____
13. Profit <u>6.6666</u> % of line 12		\$	20
TOTAL PRICE OF CHANGE		\$	300
TIME EXTENSION REQUIRED.....			_____ DAYS

ABOVE PRICES SUBJECT TO CHANGE IF NOT ACCEPTED BY _____ (Date)

Accepted by: _____
 Company: _____
 Signature: _____
 Date: _____

Change Proposal Summary

Project: South Church Street

Customer Change Request #: 001

Contract #: _____

Prime Contractor Request #: _____

Contractor Job #: _____

Contractor Change Proposal #: _____

Description of Change: fill Dirt

1. Material.....	\$	1076.40
2. Sales Tax _____ %	\$	0
3. Labor	\$	350
4. Labor Supervision	\$	150
5. Travel	\$	25
6. Workmen's Compensation, Insurance, and Payroll Taxes	\$	100
7. Subtotal	\$	1701.4
8. Other Job Expenses	\$	200
9. Subcontract Cost	\$	0
10. Total Prime Cost	\$	1901.4
11. Overhead _____ % of line 10.....	\$	_____
12. Total Cost	\$	1901.4
13. Profit <u>15</u> % of line 12	\$	285.21
TOTAL PRICE OF CHANGE	\$	2186.61
TIME EXTENSION REQUIRED.....		_____ DAYS

ABOVE PRICES SUBJECT TO CHANGE IF NOT ACCEPTED BY _____ (Date)

Accepted by: _____

Company: _____

Signature: _____

Date: _____

Change Proposal Summary

Project: South Church Street
 Customer Change Request #: 001
 Contract #: _____
 Prime Contractor Request #: _____
 Contractor Job #: _____
 Contractor Change Proposal #: _____
 Description of Change: Patch Asphalt

1. Material.....		\$	641
2. Sales Tax _____ %.....		\$	0
3. Labor		\$	270
4. Labor Supervision.....		\$	150
5. Travel		\$	35
6. Workmen's Compensation, Insurance, and Payroll Taxes.....		\$	100
7. Subtotal		\$	1196
8. Other Job Expenses		\$	290
9. Subcontract Cost		\$	0
10. Total Prime Cost.....		\$	0
11. Overhead _____ % of line 10.....		\$	1486
12. Total Cost		\$	222.9
13. Profit <u>15</u> % of line 12		\$	1708.9
TOTAL PRICE OF CHANGE		\$	_____
TIME EXTENSION REQUIRED.....			_____ DAYS

ABOVE PRICES SUBJECT TO CHANGE IF NOT ACCEPTED BY _____ (Date)

Accepted by: _____
 Company: _____
 Signature: _____
 Date: _____

Staff Summary Report

MEETING DATE: March 24, 2015
AGENDA ITEM: VIII. CONSENT AHENDA (E)
AGENDA TITLE: Approval To Submit FY15 Youth Conservation Corps (YCC) Grant Application

ACTION REQUESTED BY: City Staff
ACTION REQUESTED: Approval to submit FY15 Youth Conservation Corps (YCC) Grant Application and approve City Manager to accept funding if grant is successful, on behalf of the City.
SUMMARY BY: Kris Farmer

PROJECT DESCRIPTION / FACTS

- New Mexico Youth Conservation Corps (YCC) grant funding to various agencies to provide employment opportunities for community youth, ages 14 to 25. There is approximately \$4.1 million available for FY 15-16 projects.
- Grant Application is due July 17, 2014 at 5pm
- If funding application is successful, the City is required to accept funding, typically response is required within a week of notification of grant award. Due to this, staff is requesting that City Manager be approved to accept the funding on behalf of the City.
- Change in YCC program that requires City to meet their match before last reimbursement payment will be processed.
- Projects identified for the FY15 application include:
 1. **Florence Park Pavilion** – will include removing old pavilion and install new pavilion with solar lighting. City will hire contractor to pour concrete pad, this will provide educational training for YCC members. Corp members will assemble and install picnic tables and trash cans
 2. **Florence Park Playground** – Corp members will remove old playground, level ground and put in irrigation system for new sod in old playground area. Install new playground equipment at east end of park. Install engineered mulch after playground is in place.
 3. **Florence Park Post and Cable Fencing** – Corp members will remove old post and cable fence and install approximately 920 ft of new post and cable fencing.
 4. **Florence Park Tennis Court Fence Screening** – Corp members will remove old tennis court fence screening and install new tennis court fencing with City Logo, YCC Logo and Park name.
 5. **Art Mural under Bridge on Highway 516** – Corp members will clear area around pylons, modify grade and level. Clear graffiti on two 9' x 20' panels, prime mural area and design and paint artwork. Coat finished mural with anti-graffiti coating and then coble around mural.

- 6. **Florence Park Signage** – Corp members will install Park Rules and regulation signs in various areas in the park.
 - 7. **Alternate project Tree Mulching and Trails** – Corps members will mulch tree limbs that City Staff have cut and then spread mulch on the trails.
- It is estimated the program will begin in May 2015 with the hiring of the YCC youth and continue through the middle of August 2015 and will provide employment for 12 youth.
 - Included in this funding application continues YCC youth wage pay scale that compensates returning YCC members at a higher rate than non-experienced youth. The YCC youth also benefit through the YCC Cash bonus/tuition Voucher Program. Corps members who have worked 12 months in a 48 month period may be eligible to receive a \$500 cash bonus or a \$1500 tuition voucher. The tuition voucher may be used over a two year period. Corps members must have satisfactory employment evaluations during their YCC service to be eligible.
 - The grant provides funding for youth employment and some program supplies. However, the NM YCC desires a larger portion of YCC funding to be utilized for youth salaries. As a result the bulk of the project supplies will be borne by the City.
 - The City has had successful YCC programs in the past; however, the summer months are the busiest months for the Parks and Recreation Department, which makes it extremely difficult to add supervision of 12 additional employees to staff. If the City's application is successful, the City will hire a project coordinator as in previous years.

PROCUREMENT / PURCHASING

- To ensure availability of materials and timely completion of projects listed, if funded, City will begin procuring many items spring 2015.

FISCAL INPUT / FINANCE DEPARTMENT

Entire project costs for FY 15-16 YCC proposed grant application:

- Projected costs for labor and materials for YCC are as follows: \$59,390.44

1. YCC Youth	\$54,241.06
2. Materials, supplies and Training	\$ 5,149.38
- Projected costs for labor and materials for City are as follows: \$73,012.22

1. YCC Coordinator	\$ 8,151.75
2. City Staff (included in budget)	\$ 3,841.77
3. Materials, Supplies and Training	\$61,018.70
- If funding application is successful, FY15 Preliminary Budget currently includes all funds for materials, supplies and training (YCC and City costs).

- The wage expense for the YCC Coordinator and YCC Youth, through June 30, 2015 are included in FY15 budget. The program will actually cross the FY15 and FY16 budget years

FY15 YCC Coordinator (City)	\$ 3,794.86
FY15 YCC Youth (YCC Grant)	\$25,670.06
FY16 YCC Coordinator (City)	\$ 4,638.15
FY16 YCC Youth (YCC Grant)	\$28,571.01

SUPPORT DOCUMENTS: 2015 YCC Proposed Projects
Draft Grant application
Maps showing project locations

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve submittal of Youth Conservation Corps Grant Application for FY15 and Approve City Manager To Accept Funding If Grant Is Successful, On Behalf Of The City.

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

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

THE PARTIES MUTUALLY AGREE:

1. Scope of Work: Contractor shall:

A. Plan, design, establish, and manage a Youth Conservation Corps Project (the Project) including recruiting, guiding and coordinating the work of Corps members and providing them with job and life skills training and educational opportunities in accordance with the NMYCC Act and the Sponsor Application, see Attachment 1 attached hereto and incorporated by reference. The Project shall be considered a Summer Project and take place during the months of June, July and August. The Project shall begin when the first Corps member begins work and shall end when the last Corps member is released from employment or in three months, whichever date is earlier.

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

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

D. Contractor must contribute the amounts specified in Attachment 1, unless Contractor is unable to contribute these amounts because of unforeseen circumstances and obtains written approval for a lesser or prorated amount from the Executive Director. Contractor shall outline Contractor's contribution on the In-Kind

Sponsor Match Form/Forms, see Attachment 3 attached hereto and incorporated by reference, outlining Contractor's contribution and submit with proper back-up documentation with each request for reimbursement and prior to the submittal of the Final Request For Reimbursement. YCCC shall not process Final Request for Reimbursement until Contractor submits In-Kind Sponsor Contribution Form/Forms.

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

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

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

2. Compensation:

A. YCCC shall pay Contractor for services satisfactorily rendered in an amount not to exceed fifty-eight thousand seven hundred fifteen dollars and eighty cents (\$58,715.80), which shall include New Mexico Governmental Gross Receipts Taxes, if applicable, and travel pursuant to Paragraph B of this Compensation Section. YCCC shall make payment upon the satisfactory and timely completion of the work described above in the Scope of Work and Attachment 1. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying YCCC when the services provided under this Agreement reach the total compensation amount. In no event shall the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. Reimbursement shall be consistent with the budget outlined in Attachment 1. YCCC MUST receive all

invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

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

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

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

3. Term: This Agreement becomes effective when executed by an authorized representative of Contractor and of YCCC and when DFA encumbers funds for this Agreement. It shall terminate on September 10, 2015, unless earlier terminated pursuant to Section 4, Termination, or Section 5, Appropriations, below.

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

5. Appropriations: This Agreement's terms are contingent upon the New Mexico State Legislature granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, YCCC may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from YCCC to Contractor. YCCC's decision as to

whether sufficient appropriations are available shall be at its sole and absolute discretion and shall be final, binding, and accepted by Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Failure to maintain such coverage is reason for immediate termination of this Agreement. Contractor shall notify YCCC prior to cancellation or expiration of any insurance required under this Agreement.

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

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

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

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

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

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

24. Attorney's Fees and Costs: Contractor agrees that if a court of competent jurisdiction finds Contractor has breached this Agreement, or amendments hereto, or to

have committed any tortious act relating to this Agreement's scope, YCCC may recover from Contractor reasonable attorneys' fees and costs in connection with litigation brought to obtain the judicial determination and to collect any judgment.

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

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

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

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

To YCCC:

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

To the Contractor:

City of Aztec
201 West Chaco
Aztec, NM 87410
kfarmer@aztecnm.gov

To Risk Management Division:

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

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

STATE OF NEW MEXICO, YOUTH CONSERVATION CORPS COMMISSION

By: _____ Date: _____
Chair or Designee

CITY OF AZTEC

By: _____ Date: _____
Authorized Representative Signature

Printed Name and Title

Staff Summary Report

MEETING DATE:	March 24, 2015
AGENDA ITEM:	VIII. CONSENT AGENDA (F)
AGENDA TITLE:	2014 Library GO Bond Agreement

ACTION REQUESTED BY:	Kate Skinner, Library Director
ACTION REQUESTED:	Approve the 2014 Library GO Bond Agreement
SUMMARY BY:	Kate Skinner

PROJECT DESCRIPTION / FACTS (Leading Department)

- The grant agreement was received Feb. 24, 2015. Please note the following:
 - Article III. Notice Provisions and Grantee and Department Designated Representatives – this should be the person who should be contacted if there are issues with this contract. For routine reimbursements, we will contact the library director and /or the relevant financial staff.
 - On the signature page (p.13), under Grantee, the person who signs must have authority to enter the City of Aztec into contracts.
 - Article VIII. Paper Periodic Reports – attached as Exhibit 1, these reports are submitted with each Request for Payment.
 - Article IX. Request for Payment Procedures and Deadlines – the Request for Payment form is attached as Exhibit 2. Continue to send in your supporting documentation, i.e., what you purchased and your proof of payment. Notarization is not required for Exhibit 2.
 - Please ignore Exhibit 3.
- The use of GO Bond is governed by NMAC 4.5.8-Title 4 Cultural Resources; Chapter 5 State Library, part 8 Distribution of General Obligation State of NM Bond Funds to Public Libraries.
- GO Bond Funds will be distributed on a reimbursement basis.
- Return the two complete agreement copies, signed with blue ink.

PROCUREMENT INPUT

- Both city and state procurement requirements will be followed for purchases. In addition, this funding will only be utilized on those items which meet the requirements of the funding agreement.

FISCAL INPUT

- The funds provided through the Library General Obligation Bonds are to supplement the library funds. The City may not reduce its funding for books or materials as a result of the additional funds provided through the library bonds. If it is determined a reduction has occurred, the library shall be ineligible to receive funds in the next library bond program. NMAC 4.5.8
- The library bond program funds library resources and equipment (NMAC 4.5.8)
 - “Library resources” means library holdings intended for public use and the tools required to make the resources usable by the public. Library resources can include books, videos, DVDs, sound recordings, electronic and digital media, and information materials accessed via the internet.
 - “Equipment” means computers, software and related peripherals; servers; thin client terminals; networks, including wireless networks; telecommunications; automation systems; and other equipment used to assist in meeting the information needs of a library’s clients.
- The FY16 Preliminary Budget, General Fund, Library Department, will include the funds identified in this agreement: \$12,600.24
- “The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this agreement.”
 - The official representative is the person whom the State Library will contact if there are issues related to the Agreement. If there are questions about reimbursements, e.g., how the GO Bond monies are being spent, the State Library will contact the Library Director first.
 - The grantee representative for the City of Aztec – Library will be Kris Farmer, Acct Tech III. The 2012 Library GO Bond Agreement identified Kathy Lamb, Finance Director as the representative; however, changes in the financial forms associated with the agreement require the grantee fiscal officer and grantee representative to sign requiring a change in the representative.

SUPPORT DOCUMENTS: 2014 Library GO Bond Agreement

DEPARTMENT’S RECOMMENDED MOTION: Move to APPROVE 2014 Library GO Bond Agreement

**STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
FUND CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the Department of Cultural Affairs, New Mexico State Library Division, hereinafter called the “Department” or abbreviation such as “NMSL”, and the City of Aztec, hereinafter called the “Grantee” on behalf of the Aztec Public Library. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in Chapter 65, Section 10, Paragraph B(1)(a) of New Mexico Laws of 2014, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, NMSA 1978, Section 18-2-4 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law, and NMSA 1978, Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system;

WHEREAS, the state librarian promulgated administrative rules to govern the distribution of general obligation bonds, which are compiled as Section 4.5.8 NMAC;

WHEREAS, the Grantee is a library, or fiscal agent for a library, that is eligible for receipt of such funds because it is a local public library, or fiscal agent for a local public library, as defined under Section 4.5.8 NMAC that has filed an approved annual report, or is acting as fiscal agent to a library that has filed an annual report, with the Department;

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Department determined the amount of the Grant based on the criteria described in Rule 4.5.8.8 NMAC (“Distribution of Funds”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

APPROPRIATION REVERSION DATE: 30-JUN-2018
Laws of 2014, Chapter 65, Section 10, Paragraph B(1)(a), three million dollars (\$3,000,000.00), for equipment and supplemental library resource acquisitions, including print, non-print and electronic resources.

Contingent upon the State of New Mexico's successful sale of general obligation bonds associated with the three million dollars (\$3,000,000), the Grantee's total reimbursements shall not exceed, Twelve Thousand Six Hundred Dollars and Twenty Four Cents (\$12600.24) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, which equals zero dollars (\$0.00) which equals, Twelve Thousand Six Hundred Dollars and Twenty Four Cents (\$12600.24) (the "Adjusted Appropriation Amount"). If the State of New Mexico sells some portion of the general obligation bonds associated with the three million dollars, then Grantee's total reimbursements shall not exceed an amount proportional to the reduced total sale (i.e., if only two million of the three million dollar appropriation, then Grantee's total reimbursements shall not exceed two thirds of the total reimbursements described in this paragraph, above).

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, or upon the State of New Mexico's sale of the general obligation bonds authorized in 2014, whichever comes last, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000). " See, Section 13-4A-4 NMSA 1978.

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
 - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
 - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: City of Aztec on behalf of the Aztec Public Library

Name: Kris Farmer

Title: Acct III

Address: 201 W Chaco, Aztec NM 87410

Email: kfarmer@aztecnm.gov

Telephone: 505-334-7651

FAX: 505-334-7649

Department: New Mexico State Library

Name: Development Bureau

Address: 1209 Camino Carlos Rey, Santa Fe, NM 87507

Email: library.development@state.nm.us

Telephone: 800-340-3890

FAX: 505-476-9721

The Grantee and the Department agree that both parties shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on the

Reversion Date or terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due and submitted with each of Grantee's Requests for Payment to the Department beginning with the submission of the first Request for Payment following execution of this Agreement by the Department and ending upon the Grantee's submission of a Paper Final Report for the Project. The Department may, in its discretion,

change the reporting period from time to time by giving Grantee a minimum of thirty (30) days advance, written notice of any change to the reporting period.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due at the time of submission of each of Grantee's Requests for Payment to the Department beginning with the submission of the first Request for Payment following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article XI, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee's designated representative in Article III herein, that the expenditures are valid and were received by the Grantee as services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement

and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the Grantee incurred the expense, if total unreimbursed expenditures at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Ninety (90) days before the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not

less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including

subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. 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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement and upon the State of New Mexico’s sale of general obligation bonds authorized in 2014 in the amount Legislature appropriated in 2014. If sufficient appropriations and authorization are not made by the Legislature, or if less than the appropriated amount of general obligation bonds are sold, the City of Aztec may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Aztec’s decision as to whether sufficient appropriations are available or whether the appropriated amount of general bonds are sold shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Aztec or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Aztec or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Grant Agreement. Should there be an early termination of the grant agreement, or should the State of New Mexico sell general obligation bonds in an amount less than the amount the Legislature appropriated in 2014, the City of Aztec may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Aztec’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF CULTURAL AFFAIRS

By: Cabinet Secretary

Date

Erin McSherry, DCA General Counsel

Date

Greg Geisler, CFO/ASD Director of the Department of Cultural Affairs

Date

Michael Delello, Interim State Librarian

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT 1**

PERIODIC REPORT FINAL REPORT

Grantee: _____

Project Number: _____ Reporting Period: _____

1. Please provide a detailed status of project referenced above.

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. Project Phase

Bonds Sold Plan/Design Bid Documents Construction
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

FINAL REPORT

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

Grantee Representative/Title

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 2**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
 B. Address: _____
Complete Mailing, including Suite, if applicable

 City State Zip
 C. Phone No: _____
 D. Grant No: _____
 E. Project Title: _____
 F. Grant Expiration Date: _____

II. Payment Computation

A. Grant Amount: _____
 B. AIPP Amount (If Applicable) _____
 C. Funds Requested to Date: _____
 D. Amount Requested this Payment: _____
 E. Grant Balance: **\$0.00**
 F. GF GOB STB (attach wire if 1st draw)
 G. Payment Request No. _____

III. Fiscal Year Expenditure Period Ending:
(check one)

(Jan-Jun) Fiscal
 (Jul-Dec) Year

IV. Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer

Printed Name _____
 Date: _____

SWORN TO AND SUBSCRIBED
 before me on this _____ day
 of _____, 20____

Notary Public _____
 My Commission expires _____

Grantee Representative

Printed Name _____
 Date: _____

SWORN TO AND SUBSCRIBED
 before me on this _____ day
 of _____, 20____

Notary Public _____
 My Commission expires _____

(Department Use Only)

Vendor Code: _____
 Loc No.: _____

Fund No.: _____

Division Fiscal Officer	Date
I certify that the Grantee financial and vendor file information agree with the above submitted information.	

Division Project Manager	Date
I certify that the Grantee records and related appropriation laws agree with the above submitted information.	

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 3**

DATE: _____

TO: Grantee Representative: _____

FROM: Department Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Project Number: _____

As the designated representative of the Department for Grant Agreement number [GOB13-12-1232] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract) #: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Termination Date: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: _____

The Amount of this Notice of Obligation to Reimburse: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Reimburse as of this Date:

Department Representative: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT A

NMSA 1978, Section 18-2-4(I) directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system. Within these powers, the state librarian passed certain administrative rules to govern the distribution of general obligation bonds. **Thus, under Section 4.5.8.8 of the New Mexico Administrative Code, this Agreement includes the following additional terms:**

§ 4.5.8.8. DISTRIBUTION OF FUNDS

Money from the library bond program shall be distributed in the following manner:

A. Notification: When the library bond program funds are approved by the voters, the state library shall send a letter of notification and acceptance agreement to all public libraries informing them of their eligibility to receive the funds and the amount of funds they are eligible to receive. The agreement must be signed and returned to the state library one-hundred twenty (120) days before the start of the authorized expenditure period. Libraries that do not return the signed agreement within the required time period shall not be eligible to receive funds. Upon receipt of the agreements, the state library shall calculate the final allocation and the libraries shall be notified of any changes within ninety (90) days before the authorized expenditure period.

B. Allocation: The amount allocated to eligible public libraries is dependant upon the amount of bond funds approved by the state legislature and approved by the voters in a bond election. The state library may publish and make publicly available a list showing the bond fund allocations for each eligible library.

C. Criteria for allocation of funds: The state librarian shall establish the amount of funds to be allocated to each eligible library system using the following criteria.

- (1) Library shall be a local public library.
- (2) Library shall have filed an approved annual report with the state library.
- (3) Library shall return a signed agreement accepting the funds and agreeing to abide by the terms and conditions of this rule.
- (4) Non-profit libraries shall have an agreement with a local funding authority to act as their fiscal agent for these funds.
- (5) The library's and the local funding authority's accounting records shall be sufficient to document expenditures of library bond program money. At the sole discretion of the state library, such records may be audited annually or as needed by the state library or its designated representative.

(6) County population and the library's legal service area shall be used to determine the amount of library bond program funds that shall be allocated to each eligible library.

D. Distribution of funds: Money from the library bond program funds shall be distributed in the following order:

- (1) library system allocation: each eligible local public library system, including rural library services facilities, shall receive a fixed allocation dependent upon the total library bond funds available;
- (2) per capita allocation: remaining library bond funds shall be distributed to each county on a per capita basis using the latest U. S. census bureau estimates, as follows: (a) each library shall receive funds based upon the legal service area population and proportional credit for the unassigned population in each county; and, (b) local public libraries that are the only local public library in their county shall receive the entire per capita allocation for the county.

(1) Library's book or materials budget shall not be reduced by the local funding authority as a result of eligibility for library bond program funds.

(2) Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds in the next library bond program.

Staff Summary Report

MEETING DATE: March 24, 2015
AGENDA ITEM: VIII. CONSENT AGENDA (G)
AGENDA TITLE: Finance Department Xerox Lease Agreement

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: APPROVAL
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- In April 2011, the Finance Department, with Commission approval, entered into a four year agreement for a Xerox Work Center 7545. The machine has functioned well and has met the needs of the department.
- The agreement expires in April 2015. This machine serves as the primary printer/copier for the Finance Department and Project Management and has averaged 10,000 copies per month since installation. The Xerox 7545 also provides fax service for the building. This Xerox does not process accounts payable or payroll checks.
- Options include the purchase of the machine or entering into a new lease agreement with Xerox.
 - The purchase of the machine would be at fair market value, approximately \$4,000. Supplies for the machine would be purchased as required. A service agreement could be purchased for the maintenance of the machine.
 - New lease agreement would provide a new machine with similar features (speed, first print out, paper trays, etc) of the existing machine. The new model also provides additional security features and the ability for printing from mobile devices. The lease agreement includes maintenance of the machine and supplies (typically two day delivery).
- The Finance Department prefers to replace the existing machine with a newer model on a four year lease agreement. Technology has a habit of quickly becoming obsolete and support no longer available for machines (this was the situation four years ago, Finance had retained a copier too long – just over five years, service was unavailable and no trade in allowance was provided). Xerox will install the machine and work with IT to complete the set-up of the machine. Xerox has a local representative available to provide additional support if necessary.

PROCUREMENT / PURCHASING

- Xerox, Ricoh, Canon, Konica and Sharp copiers all are available on NM State Purchasing Agreements (WSCA Master Price Agreements). The NM Statewide Price Agreement for the Xerox is 90-000-00-00086, amendment Eight, through June 30, 2015.

FISCAL INPUT / FINANCE DEPARTMENT

- Monthly Lease: \$239.93 / month
- Cost Per Copy Amounts: \$.005 Per Black & White Copy \$.05 Per Color Copy
- Estimated \$425.00 per month, approximately \$5,100 annually including tax

- This is a four year lease agreement. The FY15 General Fund Finance Department budget has sufficient funds to meet the commitment through June 30, 2015. The FY16, FY17, and FY18 preliminary budgets have been prepared to include the annual cost for the lease agreement.

SUPPORT DOCUMENTS: Xerox Corporation Pricing Proposal
Xerox Corporation Lease Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve lease agreement with Xerox Corporation for Xerox Work Center W7845PT for Finance Department.

Lease Pricing PROPOSAL



Presented to AZTEC, NEW MEXICO

By Stephanie Slade

On 1/19/2015

There is a one time \$100 documentation fee for this transaction

State or Local Government Negotiated Contract : 072471800

Solution				
Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	W7845PT (W7845PT TANDEM) - 3-hole Punch(fin-lx) - Bookmaker (fin-lx) - 1 Line Fax - Office Finisher Lx - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	- Xerox 7556 S/N XKP513790 Trade-In as of Payment 48	4/3/2015

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7845PT	\$239.93	1: BLACK 2: COLOR	All Prints All Prints	\$0.0050 \$0.0500	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$239.93	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of AZTEC, NEW MEXICO. 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 2/18/2015.

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



Lease Agreement



Customer: AZTEC, NEW MEXICO

BillTo: CITY OF AZTEC
FINANCE DEPT
201 W CHACO ST
AZTEC, NM 87410-1915

Install: CITY OF AZTEC
FINANCE DEPT
201 W CHACO ST
AZTEC, NM 87410-1915

Tax ID#: *

State or Local Government Negotiated Contract : 072471800

Solution

Item	Product Description	Agreement Information		Trade Information	Requested Install Date
1. W7845PT (W7845PT TANDEM)	<ul style="list-style-type: none"> - 3-hole Punch(fin-lx) - Bookmaker (fin-lx) - 1 Line Fax - Office Finisher Lx - Customer Ed - Analyst Services 	Lease Term:	48 months	- Xerox 7556 S/N XKP513790	4/15/2015
		Purchase Option:	FMV	Trade-In as of Payment 48	

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7845PT	\$239.93	1: BLACK 2: COLOR	All Prints All Prints	\$0.0050 \$0.0500	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$239.93	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: Please print

Phone: (505)334-7653

Signature: _____

Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Stephanie Slade
(505)326-2772

For information on your Xerox Account, go to
www.xerox.com/AccountManagement



Terms and Conditions

INTRODUCTION:

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

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement; and (6) all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Equipment, and it is your intent to use the Equipment for the entire Term and to make all payments required under this Agreement. If, through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds for such upcoming fiscal year, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Products, and it is

your intent to use the Products for the entire lease term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

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

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Staff Summary Report

MEETING DATE:	March 24, 2015
AGENDA ITEM:	VIII. CONSENT AGENDA (H)
AGENDA TITLE:	CAPITAL OUTLAY REQUEST – SENIOR CENTER

ACTION REQUESTED BY:	Finance Department, Senior/Community Center
ACTION REQUESTED:	Authorization for Submittal of Capital Outlay Request for Aztec Senior Center
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

- NM Aging and Long-Term Services Department (ALTSD) administers programs and services designed to meet the needs of older adults and adults living with disabilities.
- ALTSD held workshops throughout the state in January to advise local programs and providers of changes to the Capital Outlay request process.
 - Capital Outlay Requests are due to ALTSD no later than April 10, 2015
 - Requests should be supported with architect drawings, evaluations, quotes, etc. depending on the specific request(s).
 - Asset inventory and assessments are required documentation.
 - Program assessments are required documentation.
 - Funding request items must be included in ICIP
 - Applications are required to be approved by governing body.
- The FY15 Capital Outlay Request for funding was not recommended by ALTSD to be included in their legislative request. The City request was for a partial roof replacement and a mobility van. With limited funding available through the 2015 legislature, our request was considered not to be as critical as other centers.
- The FY16 Capital Outlay Request for the Aztec Senior Center, if recommended for consideration, would be included in the 2016 General Election GO Bond funding for Senior Centers throughout the state. This funding, if approved by the voters, would be available mid to late 2017. Staff has identified the following for this funding request:
 - Senior center roof – the roof has been repaired in multiple places over the years. An assessment is underway to determine if a complete replacement would be warranted in two years. Current estimate for the replacement is \$250,000. This project is not in the ICIP. The 2016-2020 ICIP included a retaining wall as necessary (the west side of the property from Ash to Chuska); however, the project was recently determined to not be necessary. The lack of the project in the current ICIP may result in a no recommendation from ALTSD.
 - The ICIP does include Handicap Vans for FY17 and FY19 Mobility Van for \$50,000 each. The vans would replace existing vans reducing repair costs and

increased fuel efficiency. Our request will include both vans since the 2015 request was not funded and included a van.

- At the training in January, City staff asked ALTSD staff if items not funded in 2015 could be included in the 2016 request even though they were not included in the 2016-2020 ICIP (the ICIP is prepared in August, the City was not advised of ALTSD's decision until after the ICIP was complete), the response was not encouraging. In the future, Senior Center improvements and/or tangible property items will continue to appear in the ICIP, moving forward by one year, and not drop off until funding agreements have been executed.

FISCAL INPUT / FINANCE DEPARTMENT

- If the funding request is recommended by ALTSD for consideration, the funding request will be included in ALTSD's request for the 2016 Legislative Session. If the legislature approves, our request would be included on the 2016 General Election for GO Bond Debt.

SUPPORT DOCUMENTS: FY16 ALTSD Capital Outlay Request - Draft

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Submittal of Capital Outlay Request for Aztec Senior Center



2016
New Mexico
Aging and Long Term Services Department

AGING NETWORK
CAPITAL OUTLAY REQUEST APPLICATION

Submitted By: CITY OF AZTEC - draft

Received by: ALTSD _____ AAA _____ Date & Time: _____

Due By: April 10, 2015 at 5:00 p.m.

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Required Capital Outlay Forms:

- CO Form 1: Equipment Inventory Inspection Checklist**
- CO Form 2: Vehicle Inventory Inspection Checklist**
- CO Form 3: Facility & Equipment Inspection Checklist**

Required Attachment: 2015-2019 DFA Infrastructure Capital Improvement Plan

Other: Asset Management Training

Applicant/Fiscal Agent Information

Applicant/ Fiscal Agent: (City, County, Tribe, Nation, Pueblo) CITY OF AZTEC		PSA: 2	Provider: NWNM SENIORS/AZTEC
Mailing Address: 201 W CHACO		County: SAN JUAN	
City/State/Zip: AZTEC NM 87410			
Phone #: 505-334-7653	Fax#: 505-334-7649	Email Address: KLAMB@AZTECNM.GOV	

Applicant Contact Information

(Name & contact information of person who can answer questions regarding the application.)

Name/Title: CINDY IACOVETTO, SENIOR/COMMUNITY CENTER DIRECTOR		
Facility/Provider: AZTEC SENIOR CENTER		
Address: 101 S PARK, AZTEC NM 87410		
Phone #: 505-334-7617	Fax#: 505-334-7619	Email Address: CIACOVETTO@AZTECNM.GOV
If you and/or your fiscal agent attended an ALTSD Training for the 2016 Capital Outlay Application Process, enter the names of the attendees and the location(s) of the training attended: CINDY IACOVETTO & KATHY LAMB, 1/15/15 YAHTAHEY NM TWIN LAKES SENIOR CENTER		

EXECUTIVE ORDER 13-006 REQUIREMENT: State agencies must determine whether a grantee has adequate accounting methods and procedures to expend state grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds [EO ¶2(A)(3)(a)].

Applicant's annual audit current and filed with the state auditor's office: http://www.saonm.org <input checked="" type="checkbox"/> Yes FY <u>14</u> <input type="checkbox"/> No
Applicant's current fiscal operating budget approved by the Budget and Finance Bureau of the Local Government Division: http://www.nmdfa.state.nm.us/budget-financial-and-audit-status.aspx <input checked="" type="checkbox"/> Yes Date <u>8/12/14</u> <input type="checkbox"/> No
Applicant has submitted financial quarterly/monthly reports to the Budget and Finance Bureau of the Local Government Division: http://www.nmdfa.state.nm.us/budget-financial-and-audit-status.aspx <input checked="" type="checkbox"/> Yes Date <u>12/31/14</u> <input type="checkbox"/> No

Certification

I, the undersigned chief official of the applicant organization, certify that the attached application is supported by the governing body of the applicant and I have been authorized to file this application for assistance from the State of New Mexico. I further certify that the information contained herein is true and complete to the best of my knowledge and belief.

Chief Official Signature: _____ Date: 03/24/2015

Submission and Attachment Checklist

ICIP – INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN - a local infrastructure capital improvement plan (ICIP) is a plan that establishes priorities for anticipated capital projects. 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 plan for, fund, and develop infrastructure at a pace that sustains their activities.

Current 2016-2020 ICIP Plan; can be found at: <http://www.state.nm.us/capitalprojects/>
 Will be included in the 2016 ICIP. Next meeting scheduled : _____

ASSET MANAGEMENT – The management of one or more infrastructure assets that combines multi-disciplinary techniques (including technical & financial) over the life cycle of the asset in the most cost effective manner to provide a specific level of service.

Asset management list completed	<input type="checkbox"/> Yes	Date _____	<input type="checkbox"/> No
Asset management list being developed	<input type="checkbox"/> Yes	Date _____	<input type="checkbox"/> No

Feasibility and Readiness (check only if applicable)

<input type="checkbox"/> Plans and specs complete	<input type="checkbox"/> Cost estimates provided
<input type="checkbox"/> Additional funds secured	<input type="checkbox"/> Quotes provided NOTE: Reference fiscal agent’s procurement code.
<input type="checkbox"/> Architect or engineer hired	<input type="checkbox"/> Other

BASIC APPLICATION
(Complete 1 form per Facility/Site)

Fiscal Agent: CITY OF AZTEC

Facility: CITY OF AZTEC SENIOR CENTER

Contact Name: CINDY IACOVETTO **Phone:** 505-334-7617 **Email:** CIACOVETTO@AZTECNM.GOV

Instructions

Provide information to address the following questions regarding the facility including ownership, current condition, age, documented repairs, services, and number of congregate meals and home delivered meals provided.

Part I: Facility Data

1. Who owns the facility?

- City, County, Town, Tribe, Pueblo or Village
- Private Entity (for Profit or Non-Profit) – If this box is selected, contact ALTSD staff.
NOTE: Private entities, including non-profits, must provide a copy of a lease, operating agreement, or user agreement to assure fair market value trade.

Is there a lease and or an operating agreement in place?

- Yes; date executed: _____; leased to: _____; Attach Copy
- No

2. Current Condition

- Outstanding – Facility is in excellent condition.
- Good – Facility has desirable and favorable conditions.
- Satisfactory – Facility is acceptable.
- Marginal – Potential threat exists.
- Poor – Facility’s condition is not acceptable and poses a threat to the health and safety of clients; needs immediate attention.

3. What is the age of the facility and sources of funding used to construct or improve the facility within the past five (5) years (if applicable to this request)?

Age 35

Funding Source	<u>NM ALSTD</u>	Amount \$	<u> </u>	Date:	<u> </u>
Funding Source	<u>CITY FUNDS</u>	Amount \$	<u>69138</u>	Date:	<u>7/2013</u>
Funding Source	<u>CITY FUNDS</u>	Amount \$	<u>18328</u>	Date:	<u>5/2012</u>

4. What repairs/improvements have been made to the facility, and when?

- Roof PARTIAL (CITY) Date 5/2012
- Structural _____ Date _____
- Floor _____ Date _____
- HVAC _____ Date _____
- Parking Lot GO BONDS Date 8/2001
- Other STUCCO (CITY) Date 7/2013

Part II: Uses

5. How many meals are served annually? (Use SAMS Data)

Congregate _____
Home Delivered _____

6. What other services are provided and how many units are provided daily (average)?

- Homemaker/Chore Services: _____
- Adult Day Care: _____
- Respite Care: _____
- Case Management: _____
- Health Promotion: EXERCISE CLASSES, BLOOD PRESSURE CHECKS
- Transportation: _____ Miles/Day _____
- Other: HOME DELIVERY MEALS

7. Has participation increased during the past year?

- No
- Yes; increase in # of people served/day: _____
increase in # of meals served/day: _____
increase in # of other services/day: _____

8. How many unduplicated persons are served daily for all services (average)? _____

9. What is the size of the facility? (sq. feet) 13,500 _____

10. Is the size of the facility sufficient (15 square feet/person)? This determination is based on the number of clients that use the facility on a daily basis.

- Yes
- No; why? _____

11. Is the location of the facility accessible to those served?

- Yes
- No; why? _____

12. How close is the nearest other similar facility? (distance in miles)

BLOOMFIELD SENIOR CENTER 8 MILES

Part III: Operation and Maintenance

13. Does the program receive operating funds from an AAA?

- Yes; amount \$ _____; from: NCNMEDD AAA
- No

14. List all other program funding & status (other than AAA funding):

- Local-source: CITY OF AZTEC; amount: \$ 231,173 Federal/Tribal (Y or N) N
- In-Kind-source: _____; amount: \$ _____ Federal/Tribal (Y or N) _____
- Private Donations-source: _____; amount: \$ _____
- Other-source: SJC, FEES, NWNM, ALTSD; amount: \$ 32,377 Federal/Tribal (Y or N) N

15. What is the average monthly operational cost for the following expenses?

- Gas: NM GAS COMPANY; amount: \$ 580
- Electricity: CITY OF AZTEC; amount: \$ 1370
- Water: CITY OF AZTEC; amount: \$ 203
- Refuse: CITY OF AZTEC; amount: \$ 128
- Sewer: CITY OF AZTEC; amount: \$ 61
- Maintenance: FACILITY, EQUIP & VEH; amount: \$ 2157
- Other: _____; amount: \$ _____

16. Does a local government provide operating staff?

- Yes
of employees 2.5 FTE; hours per day 4/7.5/10
of volunteers 5; hours per day 4
- No

17. Is the current operational funding sufficient?

- Yes
- No; describe: STAFFING INSUFFICIENT

18. Was additional operational (i.e. nutrition or transportation) funding requested in FY2015 through an AAA process?

- Yes; describe: _____
- No

19. Describe the types of outreach conducted to increase participation.

MEDIA, RADIO, BROCHURES, SOCIAL MEDIA, WEBSITE, LOCAL NEWSPAPER

20. Is a routine inventory conducted for capital assets?

- Yes; describe: _____
 monthly _____ quarterly _____ annually APRIL _____
 No; describe: _____

21. What types of vehicles are utilized and how many of each type?

- Client Transportation # _____ 4X4 # _____
 Meal Delivery # _____ 4X4 # _____
 Administrative # 1 _____
 Handicap-accessible # _____
 Other: _____ # _____

22. Is a lease or operating agreement required for use of the vehicles listed in item #21?

- Yes; describe: _____
 No

**A-1 NEW CONSTRUCTION/MAJOR RENOVATION/CODE COMPLIANCE/
OTHER RENOVATION REQUEST FORM (Complete 1 form per Facility/Site)**

Fiscal Agent: CITY OF AZTEC

Facility: AZTEC SENIOR CENTER

Contact Name: CINDY IACOVETTO **Phone:** 505-334-7617 **Email:** CIACOVETTO@AZTECNM.GOV

New Construction – includes constructing a new facility, increasing the size of a facility by more than 35% of its footprint, and demolishing or reconstructing more than 35% of the exterior walls or structural membrane of a facility; construction costs \$200,000 or more.

Code Compliance – complying with regulations regarding land use, zoning ordinances, health and housing codes, uniform building and fire codes, and the Americans with Disabilities Act (ADA).

Renovation Other – restoring a current facility to an earlier condition by repairing or remodeling; renovation costs less than \$200,000.

Plan & Design – planning process including location studies, architectural drawings and plans, engineering, archaeological and environmental surveys or clearances, zoning, design activities necessary if seeking LEED certification, and all other steps incident to creating a plan for a final product.

Name of Project: AZTEC SENIOR CENTER ROOF REPLACEMENT

Total Project Cost: \$ _____

Amount of Request: \$ _____

Other Funding Sources (If multiple sources, list each source and amount)

1. Will construction be for a new facility?

Yes; explain: COMPLETE ROOF REPLACEMENT

No

2. Who owns the property on which the new facility will be constructed?

CITY OF AZTEC

3. For new construction, will the requested funds complete a fully functional phase of the project or fully complete a project previously funded through the NM Legislature?

Yes; explain: IF FUNDED 100%, ROOF REPLACEMENT COULD BE COMPLETE IN SIX MOS (WEATHER DEPENDENT)

No

4. **Will construction be for major renovation as defined by increasing the capacity of the facility by at least 35%? [example: 1,000 sq. ft. x .35=1,350 sq. ft.]**
 Yes; describe: _____
 No
5. **Will construction be for code compliance issues? Provide letter(s) from entity citing code compliance issue(s).**
 Yes; describe: _____
 No
6. **Is corrective action urgent and unavoidable?**
 Yes; explain: FLAT ROOF; AGE + SUN/RAIN/SNOW DETERIORATES ROOFING MATERIALS
 No; why? _____
7. **Has a needs assessment been conducted prior to submission of this application?**
 Yes; entity that conducted the assessment (AAA, Facility/Self or other): TL ROOFING
 Date: _____ Attach Copy of Assessment
 No; why? _____
8. **Have construction plans or drawings been completed?**
 Yes; completion date: _____; Attach Letter of Verification from Architect/Engineer
 No
9. **Provide the scope of work in detail for this project. Include executable tasks and timelines related to planning, design, construction, renovation, purchasing and installing fixtures, and repair. Please attach the Scope of Work. Link: to the SOW form.**
10. **Does the project address a risk or hazard to public safety that immediately endangers occupants of the facility?**
 tripping hazard, explain: _____
 ADA compliance issue, explain: _____
 structural damage, explain: WATER DAMAGE TO ROOF AND CEILING
 sanitary issue, explain: _____
 other, explain: _____
11. **Will completion of the project produce operating savings or operating efficiencies?**
 Yes; describe: REDUCE MAINT COSTS RESULT OF LEAKS; INC PRODUCTIVITY OF CITY MAINT STAFF
 No
12. **Describe the outcome of not receiving this funding. Why is this funding necessary?**
ROOF HAS BEEN REPAIRED IN SECTIONS OVER SEVERAL YEARS BUT CONTINUES TO LEAK. A COMPLETE ROOF REPLACEMENT WOULD ELIMINATE THE LEAKING SEAMS, REDUCE MAINT COSTS DUE TO THE LEAKS AND INCREASE THE USEFUL LIFE OF THE FACILITY

13. Can this project be phased? If so, describe the various substantial phases and provide the amount of funding required for each phase.

FY15 REQUEST (NOT FUNDED) WAS A PHASED PIECE; HOWEVER, WE CONTINUE TO CHASE WATER LEAKS IN THE ROOF. A COMPLETE REPLACEMENT WOULD ELIMINATE THE ANNUAL PATCHING OF THE ROOF AND CEILING REPAIRS AND PAINTING REQUIRED DUE TO WATER DAMAGE

14. Is the project ready to proceed [the site is prepared, plans complete, infrastructure in place, property or land secured]?

- Yes; describe: _____
- No

15. Are additional funds available for this project (leverage of prior year funding)?

- Yes; provide grant # and amount, and describe work completed:

- No

16. What is the current status of this project?

- No Activity
- Property purchased (if new construction) on: _____(date)
- Design Plan completed by: _____(date)
- Site Plan completed by: _____(date)
- Construction Plan & Specs completed by: _____(date)
- Other, describe: _____

17. Was this project included in the most recently published ICIP?

- Yes
- No; explain: FY15 REQUEST WAS NOT RECOMMENDED; CITY NOT ADVISED UNTIL AFTER ICIP SUBMITTED TO STATE; WILL BE RE-ADDED 2017

18. Is there a standard process for ensuring completion of the project?

- Yes; describe: ALL PROJECTS ARE REVIEWED MONTHLY BY PROJECT TEAM TO ENSURE MILESTONES ARE MET, ISSUES RESOLVED, ETC.
- No; explain: _____

(Attach CO Form 3: *Facility & Equipment Inspection Checklist*)

A-2 MEALS EQUIPMENT/OTHER EQUIPMENT REQUEST FORM
(Complete 1 form per Facility/Site)

Fiscal Agent: _____

Facility: _____

Contact Name: _____ **Phone:** _____ **Email:** _____

Total Project Cost: \$ _____

Amount of Request: \$ _____

Other Funding Sources (If multiple sources, list each source and amount)

1. What meals or other equipment will be purchased if funding is received? (If more space is needed provide an attachment.)

_____	Cost: \$ _____

2. Can any of this equipment be purchased with operating funds?

- Yes; what items? _____

- No; explain: _____

3. For equipment purchases, do requested funds support program objectives?

- Yes; explain: _____
- No; explain: _____

4. Provide the scope of work in detail for this project. Include executable tasks and timelines related to purchase, installation, and delivery. Please attach the Scope of Work. Link to the SOW form.

5. Does the project address a risk or hazard to public safety that immediately endangers the occupants of the facility?

- ADA compliance issue, explain: _____
- equipment damage, explain: _____
- sanitary issue, explain: _____
- other, explain: _____

6. Will completion of the project produce operating savings or operating efficiencies (i.e.: energy, safety, productivity)?

- Yes; describe: _____
- No

7. Has a needs assessment been conducted prior to submission of this application?

- Yes; entity that conducted the assessment (AAA, Facility, or other):
Date: _____ Attach Copy of Assessment
- No; why? _____

8. This purchase will:

- Replace obsolete equipment past its useful life (useful life = 10 years + 1 day)
- Replace non-working equipment
- Upgrade equipment

9. Describe the outcome of not receiving this funding. Why is this funding necessary?

10. Provide mandatory quotes for the requested equipment?

- Yes; describe: _____ A copies of quotes.
- No; explain: _____

11. Are additional funds available for this project (leverage of prior year funding)?

- Yes; provide grant # and amount, and describe work completed:

- No; explain: _____

12. Can any of the old equipment be sold or transferred to another entity?

- Yes; describe: _____
- No; explain: _____

13. Was this project included in the most recently published ICIP?

- Yes
- No; explain: _____

14. Is there a standard process for ensuring timely completion of the project?

- Yes; describe: _____
- No; explain: _____

(Attach CO Form 1: Allowable Equipment Specification Pricing Guidelines)

A-3 VEHICLE REQUEST FORM

(Complete 1 form per Facility/Site)

Fiscal Agent: _____

Facility: _____

Contact Name: _____ Phone: _____ Email: _____

Total Project Cost: \$ _____

Amount of Request: \$ _____

Other Funding Sources (If there are multiple sources, list each source and the amount.)

1. List type and number of vehicle(s) that will be purchased if funding is received.

(Include cost estimates from supplier or state pricing agreement.)

- | | |
|--|--|
| <input type="checkbox"/> Minivan | Number ___ and \$ amount per vehicle ___ |
| <input type="checkbox"/> 12-Passenger Van | Number ___ and \$ amount per vehicle ___ |
| <input type="checkbox"/> 15-Passenger Van | Number ___ and \$ amount per vehicle ___ |
| <input type="checkbox"/> Hot Meal Delivery Vehicle | Number ___ and \$ amount per vehicle ___ |
| <input type="checkbox"/> Passenger Vehicles for Transportation | Number ___ and \$ amount per vehicle ___ |
| <input type="checkbox"/> Passenger Vehicles for Administration | Number ___ and \$ amount per vehicle ___ |
| <input type="checkbox"/> Other: _____ | Number ___ and \$ amount per vehicle ___ |

2. Is special equipment required for the vehicle(s)?

- Yes:
- Handicap modifications
 - Ramps or lifts
 - Grab bars
 - Other: _____
- No

3. For vehicle purchases, do requested funds support program objectives?

- Yes; explain: _____
- _____
- No

4. Will another vehicle(s) in inventory be replaced by this purchase?

Yes; list vehicle(s) to be replaced by ID#, year, make, model and mileage of each:

a. Year _____ Make _____ Model _____ Mileage _____ Inventory ID# _____ Condition _____

b. Year _____ Make _____ Model _____ Mileage _____ Inventory ID# _____ Condition _____

c. Year _____ Make _____ Model _____ Mileage _____ Inventory ID# _____ Condition _____

d. Year _____ Make _____ Model _____ Mileage _____ Inventory ID# _____ Condition _____

Attach additional pages if necessary.

No

5. Will completion of the project produce operating savings or operating efficiencies? (i.e. fuel efficiency, maintenance cost, insurance premiums)

Yes; describe: _____

No

6. This purchase will:

Replace obsolete vehicle(s) past useful life. Vehicle replacements are justified if the mileage is at 100,000 miles or over 10 years old. From the Vehicle Inventory List, specify the vehicle number(s) of vehicle(s) being replaced.

Replace non-working vehicle(s). From the Vehicle Inventory List, specify the vehicle number(s) of vehicle(s) being replaced.

Add new vehicle(s) to the inventory.

7. If this purchase will replace a vehicle(s) with less than 100,000 miles or less than 10 years old, provide justification for the request and include copies of maintenance records (provide inventory ID#). Justification: _____

8. Provide mandatory quotes for the requested vehicle(s)?

Include copies of quotes.

9. Describe the scope of work in detail for this project [include executable tasks related to purchase, installation of equipment, and delivery]: _____

10. Does the project address a risk or hazard to public safety that endangers those being transported?

ADA compliance issue, explain: _____

vehicle damage, explain: _____

equipment issue, explain: _____

other, explain: _____

11. Describe the outcome of not receiving this funding. Why is this funding necessary?

12. Are additional funds available for this project (leverage of prior year funding)?

- Yes; provide grant # and amount, and describe work completed: _____
- No

13. Can any of the old vehicles be sold or transferred to another entity?

- Yes; describe: _____
- No

14. Has a needs assessment been conducted during the program compliance assessment?

- Yes; entity that conducted the assessment (AAA, Facility/Self, or other): _____
_____ Date: _____ Attach Copy of Assessment
- No; why? _____

15. Was this project included in the most recently published ICIP?

- Yes
- No; explain: _____

16. Is there a standard process for overseeing the progress of the project?

- Yes; describe: _____
- No; explain: _____

(Attach CO Form 2: *Vehicle Inventory Inspection Checklist*)

Staff Summary Report

MEETING DATE: March 24, 2015

AGENDA ITEM: XI. Business Item (A)

AGENDA TITLE: Final Adoption of Ordinance 2015-442, An Ordinance Amending Chapter 16, Article II. Parks & Recreation Fees

ACTION REQUESTED BY: Parks & Recreation Department

ACTION REQUESTED: Final Adoption of Ordinance 2015-442, An Ordinance Amending Chapter 16, Article II. Parks & Recreation Fees

SUMMARY BY: Edward Kotyk & Steve Mueller

PROJECT DESCRIPTION / FACTS

1. The City of Aztec has entered into an agreement to manage the Hidden Valley Golf Course.
2. The use of the Hidden Valley Golf Course involves establishing fees.
3. Ordinance 2015-442 provides the method of establishing fees within Chapter 16 Fee Schedule.
4. Ordinance was approved for Intent to Adopt at the City Commission meeting held on February 23, 2015.
5. No comments have been received by the City from the Public.
6. Upon further review, staff has decided to change a couple of the fees. Those changes are the following under Section 16-15-4:

Rental Clubs	\$12 per round \$12.75 (includes tax)
Pull Carts	\$2 per round \$2.25 (includes tax)
Range Balls	\$5 small bucket \$5.25 (includes tax) \$8 large bucket \$8.50 (includes tax)

SUPPORT DOCUMENTS: Ordinance 2015-442

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Final Adoption of Ordinance 2015-442, An Ordinance Amending Chapter 16, Article II. Parks & Recreation Fees

**City of Aztec
ORDINANCE 2015-442**

An Ordinance Amending Chapter 16, Article II. Parks & Recreation Fees

WHEREAS: The City of Aztec has entered into an agreement to manage the Hidden Valley Golf Course; and

WHEREAS: The use of the Hidden Valley Golf Course involves establishing fees;

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Aztec, New Mexico that Ordinance 2015-442 Amends Chapter 16 – Fee Schedule, Article II. PARKS & RECREATION FEES, Section 16-15 Golf Course Fees to be adopted as attached.

PASSED, APPROVED, SIGNED AND ADOPTED THIS _____ day of _____ 2015.

By the Aztec City Commission, City of Aztec, New Mexico

Mayor Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

APPROVED AS TO FORM:

Larry T. Thrower, City Attorney

ADVERTISED DATE OF FINAL ADOPTION: _____

EFFECTIVE DATE OF ORDINANCE: _____

ARTICLE II. PARKS & RECREATION FEES

Sec. 16-15. Golf Course Fees.

1. In General.

- 1) Memberships are for 1 year from the date of purchase.
- 2) Must be 16 or older to drive a cart.
- 3) No private carts allowed on golf course.
- 4) Fees are subject to New Mexico Gross Receipts Tax.

2. Annual Memberships.

<i>Membership</i>	<i>Green Fees</i>	<i>Cart Fees</i>
Regular Adult (19 to 54 years old)	\$500	\$500
+1 Family Member (with purchase of Regular Adult)	\$250	\$250
Senior (55 or older)	\$400	\$500
Junior (18 or younger) ¹	\$100	\$500
Government or School Employee	\$250	\$250
+1 Family Member (with purchase of Government)	\$250	\$250

3. Daily Rates.

<i>Round</i>	<i>Green Fees</i>	<i>Cart Fees</i>
9 Holes	\$10	\$5
18 Holes	\$20	\$5

4. Associated Fees.

	<i>Fees</i>
Cart Rider Fee	\$5 per round
Rental Clubs	\$12 per round \$12.75 (includes tax)
Pull Carts	\$2 per round \$2.25 (includes tax)
Range Balls	\$5 small bucket \$5.25 (includes tax) \$8 large bucket \$8.50 (includes tax)

5. Tournament Fees.

- 1) \$30 per player.
- 2) Require \$500 deposit by organization/entity conducting the tournament.
- 3) The City will invoice tournament sponsor after event for remaining balance.

6. League Play.

- 1) All league play will include a round of 9 holes of golf.
- 2) Members pay \$5 per round.
- 3) Non-members pay \$15 per round.

7. Special Events.

	<i>Fees</i>
Patio	To Be Negotiated
Patio and Grill Equipment	To Be Negotiated

Secs. 16-16 to 16-50. Reserved.

Staff Summary Report

MEETING DATE:	March 24, 2015
AGENDA ITEM:	XII. LAND USE HEARING (A)
AGENDA TITLE:	2015-017 Application for Concurrent Preliminary and Final Plat Approval for the Ignatius Homes Minor Subdivision, located in Section 34, T31N, R11W, NMPM, San Juan County, NM; and Variance to Subdivision Regulation Requirements for Improvements and Design

ACTION REQUESTED BY:	Michael and Eve Lynn Clawson
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ACTION REQUESTED:	Recommendation to Approve Preliminary and Final Plan, and Variance from Subdivision Regulations Chapter 23 Sec 23-85 Lot Improvements; Sec. 23-92 Design Criteria; Sec. 23-131 Sidewalks; Sec 23-141 Location of Utilities
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SUMMARY BY:	John C. Shepard, AICP; Planner
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PROJECT DESCRIPTION / FACTS

This application is a three-lot subdivision of 3.03 acres, located at 24 Road 2892 north of the city of Aztec in the 3-mile Planning & Platting Jurisdiction (PPJ). Access to the site is by way of Road 2896, a paved County road. Water will be provided by North Star rural water, with individual septic systems as permitted in the County. The subdivision qualifies as a Minor Subdivision because it contains not more than three lots and will utilize existing infrastructure. Applicants have requested consideration of Preliminary Plant and Final Plat concurrently.

San Juan County is responsible for the National Flood Insurance Program outside city limits. This subdivision is located entirely within Special Flood Hazard Area Zone A of the mapped FEMA floodplain, "No Base Flood Elevation Determined". Note 6 on the plat should be corrected to reflect the correct regulatory language.

A variance from Sec 23-85-3 is required, to allow the depth of Lot 1 and Lot 3 to exceed three (3) times the width. The Subdivision backs to the Animas River, and there are large trees existing on site that restrict a more regular division of lots.

Variance from Sec 23-92-1, 23-29-9, 23-131-1, and 23-141 are also required waive requirements for paved streets, curb and gutter; street lights, sidewalks, and underground utilities. The existing County road is gravel, with no curb, sidewalks or street lights required by the County. Utilities are currently provided above-ground.

This case was reviewed by the City of Aztec's Plan App committee on March 2, 2015, and notices mailed to adjoining property owners on March 6, 2015. No comments have been received as of March 16, 2015. Staff supports the Subdivision with Variances requested based on the following findings of fact.

FINDINGS OF FACT

1. This rural subdivision is situated in San Juan County, in the Planning and Platting Jurisdiction within 3-miles of the municipal boundary of the City of Aztec.
2. The Application qualifies as a Minor Subdivision, with Preliminary and Final Plat approved concurrently.
3. Extraordinary hardships or practical difficulties may result from strict compliance with these regulations.
4. The Animas River creates physical surroundings, shape, or topographical conditions unique to the specific property involved.
5. The existing County road is gravel, and does not have curbs and gutter.
6. The County installs street lights as warranted on County roads.
7. There are no sidewalks existing along roadways in this area.
8. The existing utilities in the area are in place above ground.

SUPPORT DOCUMENTS:

1. Subdivision Location Map
2. Subdivision Plat
3. City of Aztec Subdivision Application
4. Public Notice
5. Notification List

DEPARTMENT'S RECOMMENDED MOTION: Approve with Variances requested, the concurrent Preliminary and Final Plat Approval for a the Ignatius Homes Minor Subdivision, located in Section 34, T31N, R11W, NMPM, San Juan County, NM; based on the Findings of Fact One Through Eight (1-8).



CITY OF AZTEC APPLICATION FOR PRELIMINARY PLAT

PERMIT FEES ARE DUE AT TIME OF APPLICATION; additional fees may be assessed at time of permit approval. Fees are: \$10 Admin. Fee + \$200 Prelim. Plat Fee + \$2 per lot Fee. Total Fee to be determined at time of application.

Date: 2/17/2015

1. Name of Subdivision: Ignatius Homes Subdivision
2. Name of Applicant: Michael Clawson Phone: 505-686-3626
 Address: 6149 Santo Domingo FmN 87402
(Street No. and Name) (City) (State) (Zip Code)
3. Name of Local Agent: Sakura Eng & Surveying Phone: 505-564-2139
 Address: 125 W. Main St FmN 87401
(Street No. and Name) (City) (State) (Zip Code)
4. Owner of Record: Michael and Eve Lynn Clawson (same) Phone: (same)
 Address: (same)
(Street No. and Name) (City) (State) (Zip Code)
5. Engineer: Sakura Eng & Surveying Phone: 504-2139
 Address: 125 W. Main St FmN 87401
(Street No. and Name) (City) (State) (Zip Code)
6. Land Surveyor: (same) Phone: _____
 Address: _____
(Street No. and Name) (City) (State) (Zip Code)
7. Attorney: none Phone: _____
 Address: _____
(Street No. and Name) (City) (State) (Zip Code)

APPLICATION FOR PRELIMINARY PLAT APPROVAL

8. Postal Delivery Area: 87410
9. School District: Atlee
10. Total Acreage: 3.03 acres
11. Zoning: none
12. Number of Lots: 3 lots
13. Fee Required at \$200 plus \$2.00 per Lot: _____
14. Is any open space being offered as part of this subdivision application?
none
15. Has the City Commission granted any variance, exception, or special use permit concerning this property? If yes, please describe:

16. Is any variance to the Subdivision Regulations being requested?
If yes, please describe and attach a Variance Checklist and Variance Application:

17. Proposed Classification of Subdivision: minor
(Major or Minor)
18. Proposed Type of Subdivision: residential
(Commercial or Residential)
19. Provide
- Hard copy of Plat (18" x 36", paper)
 - Legal description and deed(s)
 - Subdivision Plat in electronic format (ArcGIS or Autocad)

APPLICATION FOR PRELIMINARY PLAT APPROVAL

List all contiguous holdings in the same ownership (as defined in the Subdivision Regulations).

Section _____ Lot(s) _____

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded in the San Juan County Clerk's Office. This affidavit shall indicate the legal owner of the property, the contract owner of the property, and the date the contract of sale was executed.

IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached.

STATE OF NEW MEXICO
COUNTY OF SAN JUAN, SS:

I, _____ hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.

Signature

Mailing Address _____
(Street) (City) (State) (Zip Code)

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2013

State of _____ County of _____

Notary Public

My Commission expires on: _____

San Juan County Assessor Property Display for Account #: R0013963

Property Owner(s)

CLAWSON MICHAEL AND EVE LYNN

6149 SANTO DOMINGO
FARMINGTON, NM 87401

Physical Address: 24 ROAD 2892 AZTEC

">Parcel Map: [MAP PARCEL](#)

Taxing District: 2OUT

Mill Rate: 0.020103

Acres: 3.0166

of Bldgs: 1

Property Value Information

	2014	2015
Gross Assessed	116025	Available by April 1, 2015
Net Assessed	38675	Available by April 1, 2015
Exemptions		Available by April 1, 2015
Taxable Value	38675	Available by April 1, 2015
Taxes:	777.48	

[CLICK FOR MORE PHOTOS \(IF AVAILABLE\)](#)

Photo	Sketch

Property Information

Tax ID: R0013963

Type: Residential

Parcel Number: 2063180150323

Business Name:

Manufactured Home VIN:

Last Records

Book: 1524

Page: 308

Doc Date: 4/13/2011

Legal

The legal description below should not be used to convey property

Section	Township	Range	QTR	QTRQTR
34	31	11	NE	SW

Subdivision

Sub Division Legal	Lot	Block

Account Exemptions

Account Additions

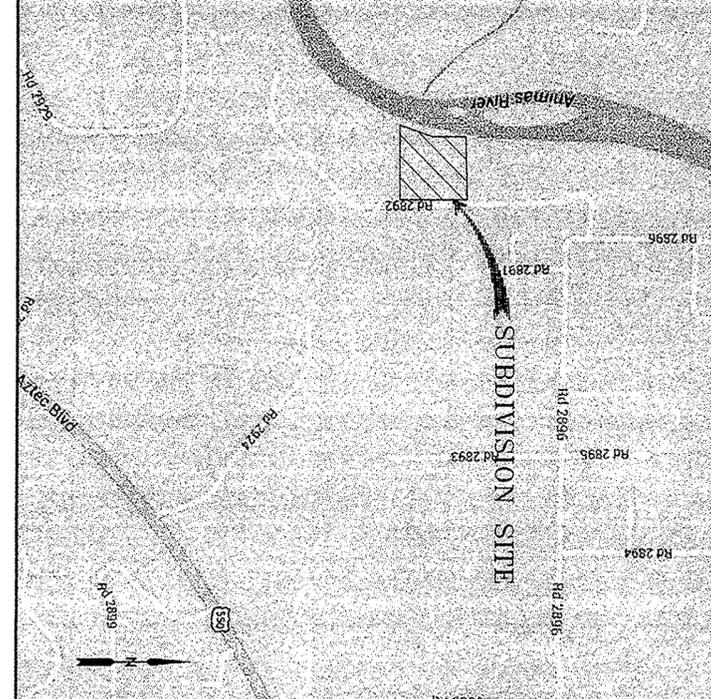
EXPORT					
Bldg#	Built AS	Type	Year Built	SQFT	Stories
1	Permanent Affixed	Residential	1994	1258	1.00

Personal Property Details

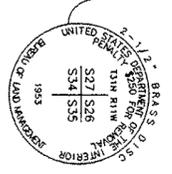
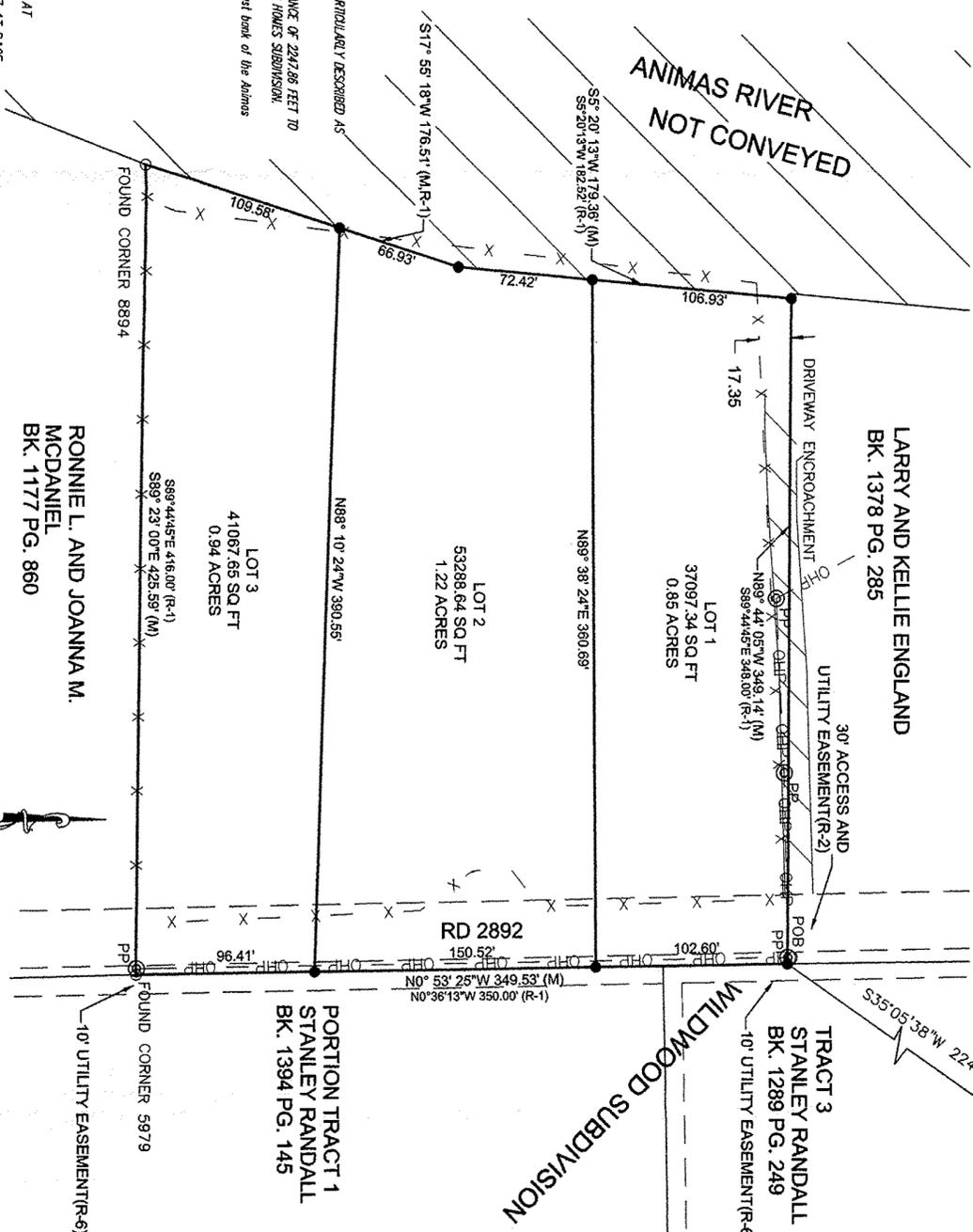
Acct #	Type	Quantity	Description
NO DATA AVAILABLE			

IGNATIUS HOMES SUBDIVISION A TYPE III SUMMARY SUBDIVISION

LOCATED IN THE SW 1/4 OF NE 1/4 OF
SECTION 34, T31N, R11W, N.M.P.M.,
SAN JUAN COUNTY, NEW MEXICO



VICINITY MAP
NOT TO SCALE



LEGEND

- ◆ FOUND SECTION CORNER AS NOTED
- CALCULATED CORNER AS NOTED
- FOUND CORNER AS NOTED
- SET 5/8" REBAR WITH PLASTIC CAP LS-21663
- ▲ SET SURVEY WASHER LS-21663
- ◆ TAGGED FENCE POST WITH SURVEY WASHER LS-21663
- (M) MEASURED DATA
- (R) RECORDED DATA
- ⊙ PP POWER POLE

DESCRIPTION OF LAND BEING SUBDIVIDED

TRACT AS RECORDED IN BOOK 1524 AT PAGE 909 ON APRIL 29, 2011.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT MICHAEL C. AND EVE LYNN CLAWSON, HUSBAND AND WIFE, BEING SOLE OWNER AND PROPRIETOR OF THE LAND DESCRIBED ABOVE, HAS MADE A SUMMARY SUBDIVISION OF SAID LAND, AND THAT SAID SUMMARY SUBDIVISION IS NAMED AND SHALL BE KNOWN AS:

IGNATIUS HOMES SUBDIVISION

THAT THE SAID SUMMARY SUBDIVISION IS BEING SUBDIVIDED IN ACCORDANCE WITH THE SUMMARY REVIEW PROCESS, THAT THE SAID SUMMARY SUBDIVISION AS SHOWN ON THIS PLAT, IS WITH THE CONSENT AND ACCORDANCE WITH THE DESIRES OF SAID OWNER, AND THE STREETS AND EASEMENTS SHOWN ARE DEDICATED FOR PUBLIC USE AS SUCH, TOGETHER WITH EASEMENTS FOR PUBLIC UTILITIES, INCLUDING EASEMENTS FOR OVERHANG OF SERVICE WIRES OF POLE TYPE UTILITIES AND EASEMENTS FOR UNDERGROUND OR BURIED SERVICE WIRES WITH RIGHT TO INCLUDE NECESSARY MAINTENANCE OF THE SAME, AND RIGHT OF INGRESS AND EGRESS TO AND FROM SAID EASEMENT.

AFFIDAVIT

NOW COMES MICHAEL C. AND EVE LYNN CLAWSON, HUSBAND AND WIFE, FIRST DULY SWORN UPON THEIR OATH AND STATES THAT THE SUMMARY SUBDIVISION SHOWN HEREIN BEING SUBDIVIDED IN ACCORDANCE WITH THE SUMMARY REVIEW PROCESS AND LIES WHOLLY WITHIN THE PLANNING AND PLANNING JURISDICTION OF THE CITY OF AZTEC AND SAN JUAN COUNTY, NEW MEXICO.

MICHAEL C. CLAWSON
DATE _____

EVE LYNN CLAWSON
DATE _____

STATE OF NEW MEXICO
COUNTY OF SAN JUAN
BY MICHAEL C. AND EVE LYNN CLAWSON.

THE FOREGOING DEDICATION AND AFFIDAVIT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 20____ BY MICHAEL C. AND EVE LYNN CLAWSON.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

BASIS OF BEARINGS

BEARINGS SHOWN ARE GRID DISTANCE AND COORDINATES ARE GRID, BASED ON THE NAD83 GPS SYSTEM

CITY OF AZTEC ACCEPTANCE

THE SUBDIVISION SHOWN HEREON WAS DULY SUBMITTED TO THE CITY OF AZTEC, SAN JUAN COUNTY, NEW MEXICO, IN THE EXERCISE OF ITS PLANNING AND PLANNING JURISDICTION AND IS HEREBY APPROVED AND ACCEPTED FOR RECORDING ON THIS _____ DAY OF _____ 2015.

ATTEST: _____
CITY CLERK

SAN JUAN COUNTY ACCEPTANCE

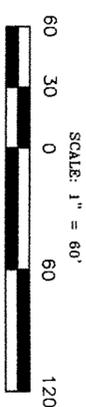
THE SUMMARY SUBDIVISION SHOWN HEREON WAS DULY SUBMITTED TO THE SAN JUAN COUNTY SUBDIVISION REVIEW OFFICER AND IS HEREBY APPROVED AND ACCEPTED FOR RECORDING ON THIS _____ DAY OF _____ 2015.

SUBDIVISION REVIEW OFFICER

FLOODPLAIN MANAGER

TREASURER OR DESIGNEE

RONNIE L. AND JOANNA M.
MCDANIEL
BK. 1177 PG. 860



REFERENCES / RESOURCES / RECORDS

- R-1 QUINTANA DEED TO MICHAEL AND EVE LYNN CLAWSON, RECORDED APRIL 29, 2011 IN BOOK 1524 AT PAGE 909 AT THE OFFICE OF THE COUNTY CLERK, SAN JUAN COUNTY, NEW MEXICO.
- R-2 REAL ESTATE CONTRACT TO RONNIE L. AND JOANNA M. MCDANIEL, RECORDED FEBRUARY 17, 1994 IN BOOK 1177 AT PAGE 860 AT THE OFFICE OF THE COUNTY CLERK, SAN JUAN COUNTY, NEW MEXICO.
- R-3 WARRANTY DEED TO LARRY AND KELLIE ENGLAND, RECORDED DECEMBER 5, 2003 IN BOOK 1378 AT PAGE 285 AT THE OFFICE OF THE COUNTY CLERK, SAN JUAN COUNTY, NEW MEXICO.
- R-4 WARRANTY DEED TO EDIE SR. AND GERARDINE PADILLA, RECORDED SEPTEMBER 14, 2004 IN BOOK 1395 AT PAGE 282 AT THE OFFICE OF THE COUNTY CLERK, SAN JUAN COUNTY, NEW MEXICO.
- R-5 WARRANTY DEED TO PETER H. MADON, RECORDED JULY 10, 2002 IN BOOK 1345 AT PAGE 370 AT THE OFFICE OF THE COUNTY CLERK, SAN JUAN COUNTY, NEW MEXICO.
- R-6 WILLOWood SUBDIVISION PLAT FILED AUGUST 10, 1979 IN FILE W-32 AT THE OFFICE OF THE COUNTY CLERK, SAN JUAN COUNTY, NEW MEXICO.

NOTES

- 1 THE OWNERS ARE RESPONSIBLE FOR GETTING PERMITS FOR LAND DISTURBANCE FROM THE ENVIRONMENTAL PROTECTION AGENCY.
- 2 SUBJECT TO ANY AND ALL EASEMENTS AND SERVITUDES, PUBLIC OR PRIVATE, OF WHATSOEVER KIND OR NATURE, IN EXISTENCE AT THE DATE HEREOF.
- 3 THE WORD "CERTIFY" OR "CERTIFICATION" AS USED HEREIN IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR, BASED UPON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE, NOR A WARRANTY, EXPRESSED OR IMPLIED.
- 4 THE OWNERS ARE RESPONSIBLE FOR SUPPLYING ALL REQUIRED MAPS TO THE UTILITY DEPARTMENTS FOR UTILITIES TO BE GRANTED AND SUPPLIED.
- 5 APPROVAL OF THIS PLAT DOES NOT RESTRICT ANY REGULATORY OFFICIAL FROM THEREAFTER REQUIRING A CORRECTION OF ERRORS.
- 6 ALL LAND LIES WITHIN FLOOD ZONE AND IS DESIGNATED AS "A" - NON FLOOD HAZARD PER FEMA MAP 35045C0230F EFFECTIVE DATE AUGUST 5, 2010.
- 7 APPROVAL OF THIS PLAT DOES NOT IMPLY AUTHORIZATION TO BUILD DRIVEWAYS CONNECTING TO THE COUNTY ROAD. LOT OWNERS MUST FILE AN APPLICATION WITH THE SAN JUAN COUNTY ROAD DEPARTMENT.
- 8 THE SUBDIVISION REVIEW OFFICER HAS REJECTED, ON BEHALF OF THE PUBLIC, ANY LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMANCE WITH THE TERMS OF THE OFFER OF DEDICATION. NO LAND HAS BEEN OFFERED TO OR ACCEPTED BY THE COUNTY.

CERTIFICATION

I, SCOTT A. MARTIN, A NEW MEXICO LICENSED PROFESSIONAL SURVEYOR CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

DATE _____
SCOTT A. MARTIN
LICENSED PROFESSIONAL SURVEYOR No. 21863
STATE OF NEW MEXICO

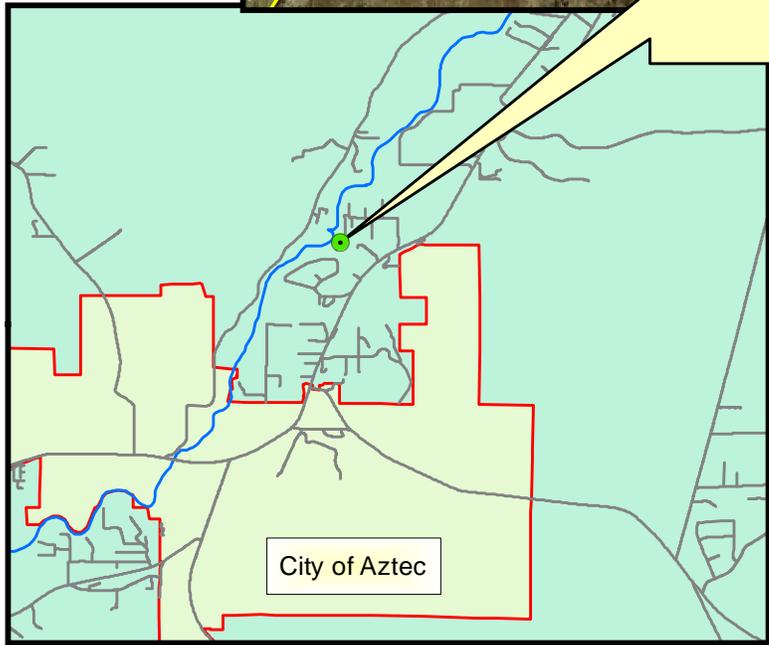


125 WEST MAIN STREET
FARMINGTON, NEW MEXICO 87401
PHONE: 505.564.2139 ~ FAX: 505.564.2310
SHEET 1 OF 1

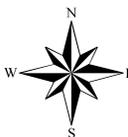
INDEXING INFORMATION FOR COUNTY CLERK		PROJECT INFORMATION	
OWNER	MICHAEL AND EVELYNN CLAWSON	PROJECT No.	2015-109
SECTION	T 31 N, R 11 W	DRAWN BY:	SAW
LA PALOMA		CHECKED BY:	SAW
DATE OF FIELD WORK	FEBRUARY 12, 2015	DATE:	FEBRUARY 13, 2015



Ignatius Homes Minor Subdivision
24 Road 2892
Sec. 34, T31N, R11W
San Juan County



City of Aztec



City of Aztec

Mayor
Sally Burbridge

Mayor Pro-Tem
Sherri A. Sipe



Commissioners

Roberta Locke
Katee McClure
Sheri Rogers

A desirable place to live, work and play; rich in history and small town values!

March 9, 2015

Michael & Eve Lynn Clawson
6149 Santo Domingo
Farmington, NM 87401

Dear Mr. & Mrs. Clawson:

As the property owner of the parcel located at 24 CR 2892, Aztec, NM you have made a request to the City of Aztec Community Development Department for a Minor Subdivision with 3 lots.

The City Commission will hear this request during a public meeting to be held on **Tuesday, March 24, 2015 at 6:00 PM located at City Hall, 201 W. Chaco, Aztec, NM.**

As the property owner, you are required to attend the scheduled Commission meeting regarding this matter. In order to be heard you will need to attend the Commission meeting 10 minutes prior to the start of the meeting at 6:00 pm where you will be directed to sign in at the Clerk's table for the appropriate hearing.

The public is requested to contact Community Development via phone at 505-334-7605 or email at whomka@aztecnm.gov to provide support or concerns regarding this request. The public is also invited to attend the scheduled Commission meeting regarding this matter.

Community Development will be creating a staff summary for Commission giving them more information on this property and the zone change request being made. **Please look over the summary prior to the meeting so you are aware of Community Developments stand on this matter. This summary will be available to the public on the City of Aztec website at this location: http://www.aztecnm.gov/agendas/ccm_agenda.pdf the Thursday prior to the meeting.** On the table of contents, locate the Land Use Hearing you are interested in and click on it to be taken to the staff summary for that Land Use Hearing. **(Notice of meeting cancellation/rescheduling will also be at this website, so please check the Thursday prior and day of meeting for confirmation. Thank you.)**

If you have any further questions, please don't hesitate to call me at 505-334-7604, Monday through Thursday from 7:00 a.m. to 6:00 p.m. Thank you.

Sincerely,

William Homka
Community Development Director

Mayor
Sally Burbridge

Mayor Pro-Tem
Sherri A. Sipe



Commissioners

Roberta Locke
Katee McClure
Sheri Rogers

A desirable place to live, work and play; rich in history and small town values!

March 9, 2015

PUBLIC NOTICE

Dear Property Owner:

As the property owner of the parcel located at 24 CR 2892, Aztec, NM you have made a request to the City of Aztec Community Development Department for a Minor Subdivision with 3 lots.

The City Commission will hear this request during a public meeting to be held on **Tuesday, March 24, 2015 at 6:00 PM located at City Hall, 201 W. Chaco, Aztec, NM.**

The public is requested to contact Community Development via phone at 505-334-7605 or email at whomka@aztecnm.gov to provide support or concerns regarding this request.

As a surrounding property owner, you are designated as a party to this Land Use hearing, and invited to attend the scheduled Commission meeting regarding this matter and give your statements or ask questions of the property owner as well.

In order to be heard, in which you will be given 10 minutes to do this in, you will need to attend the Commission meeting 10 minutes prior to the start of the meeting at 6:00 pm where you will be directed to sign in at the Clerk's table for the appropriate hearing.

Community Development will be creating a staff summary for Commission giving them more information on this property and the Variance request being made. **Please look over the summary prior to the meeting so you are aware of Community Developments stand on this matter. This summary will be available to the public on the City of Aztec website at this location: http://www.aztecnm.gov/agendas/ccm_agenda.pdf the Thursday prior to the meeting.**

On the table of contents, locate the Land Use Hearing you are interested in and click on it to be taken to the staff summary for that Land Use Hearing. **(Notice of meeting cancellation/rescheduling will also be at this website, so please check the Thursday prior and day of meeting for confirmation. Thank you.)**

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Sincerely,

William Homka
Community Development Director