

A G E N D A
CITY OF AZTEC
CITY COMMISSION WORKSHOP
June 9, 2015
201 W. Chaco, City Hall
5:15 p.m.

**Youth Conservation Corp 2016 Project
and Next Four Year Plan**

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.

Staff Summary Report

MEETING DATE:	June 9, 2015
AGENDA ITEM:	Workshop
AGENDA TITLE:	Youth Conservation Corp 2016 Project

ACTION REQUESTED BY:	State YCC Program
ACTION REQUESTED:	Review and Input Only
SUMMARY BY:	Kris Farmer

PROJECT DESCRIPTION / FACTS

- YCC Grant Application for 2016-2017 is due July 16, 2015.
- The 2016-2017 application will be presented for commission approval on June 23, 2015
- Attached is proposed Capwalls Park Improvements. This is the last of our current 4 year plan of YCC projects (2013-2016).

In addition, the City is beginning to develop the next 4 year plan for 2017 through 2020. Currently staff has come up with project for 2017 and 2018. Years 2019-2020 are open for suggestions. The plan could be reordered depending upon Commission priority. Attached is the first draft for information and input.

SUPPORT DOCUMENTS:	YCC 2016 Cap Walls YCC 2017-2020 Four Year Plan
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DEPARTMENT'S RECOMMENDED MOTION:	Review and input for future YCC Projects
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YCC 2016 – CAP WALLS PARK IMPROVEMENTS

Park Improvements: Will involve refurbishing pavilion (Project 1), removal and replacement of picnic tables (Project 2), make playground ADA accessible and redo fall zone (Project 3), landscaping of west side of park (Project 4), installation of post and cable fence (Project 5), landscaping drainage on north side of park (Project 6), trail improvement (Project 7), remove tree planters (Project 8), and construct new park sign and landscape corner area (Project 9). Alternate projects if time permits will include striping parking spaces (Alternate #1) and rebuild new or refurbish existing water vault system (Alternate #2).

1. Pavilion

	Responsible
Task 1: Paint posts.	YCC
Task 2: Linseed oil wood roof.	YCC
Task 3: Replace and secure new picnic tables (4).	YCC
Task 4: Install new trash cans (2).	YCC
Task 5: Install large grill (1).	YCC
Task 6: Repair southwest corner of roof.	YCC

2. Picnic Tables

	Responsible
Task 1: Cut and remove old bench and picnic tables (2r on map).	YCC
Task 2: Resurface picnic table slab at playground location.	YCC
Task 3: Assemble and install new picnic table at playground location.	YCC
Task 4: Assemble and install 2 new benches at playground location.	YCC

3. Playground

	Responsible
Task 1: Remove old fall zone tiles.	YCC
Task 2: Remove rail road tie border.	YCC
Task 3: Construct concrete curb around playground.	YCC
Task 4: Excavate for mulch zone.	YCC
Task 5: Install trash can near picnic table and playground.	YCC
Task 6: Install engineered mulch.	YCC
Task 7: Frame and pour concrete sidewalk to playground.	YCC
Task 8: Clean and paint playground equipment.	YCC

4. West Area

	Responsible
Task 1: Contour area.	City Staff
Task 2: Surface north portion with gravel (4g on map).	YCC
Task 3: Install new irrigation system on southern portion (4t on map).	YCC
Task 4: Install grass turf on southern portion (4t on map).	YCC
Task 5: Install posts to prevent future vehicle use off of existing road.	YCC

5. Parking Lot

	Responsible
Task 1: Install post & cable fence along parking lot and grass area.	YCC
Task 2: Install additional parking stops.	YCC

6. Drainage Area

	Responsible
Task 1: Clean and smooth ditch area.	YCC
Task 2: Surface entire area with cobble and gravel. Provide for a mow	YCC

strip along cobble zone.

7. Walking Trail Improvements

- Task 1: Clean weeds from cracks in asphalt.
- Task 2: Crack seal.

Responsible
YCC
YCC

8. Tree Planters

- Task 1: Remove old tree planters.
- Task 2: Mulch around trees.

Responsible
YCC
YCC

9. Construct New Park Sign and Landscape

- Task 1: Remove existing sign and construct masonry monument wall.
- Task 2: Landscape the corner area and around monument wall with gravel.

Responsible
YCC
YCC

Alternate #1 Parking Lot

- Task 1: Stripe parking lot spaces.

Responsible
YCC

Alternate #2 Water System Vault

- Task 1: Rebuild water vault system

Responsible
YCC/City
Staff



YCC 2017 – MARTINEZ TRAIL / HARTMAN PARK

Park Improvements: Will involve improvements on Martinez Trail (Project 1), extend irrigation & landscaping from Hartman Park along Llano St (Project 2).

Project 1. Martinez Trail and Amenities (whatever is not completed)		Responsible
Task 1:	Construct ramada and seating/benches (cobble rip-rap benches)	YCC
Task 2:	Construct trail to ramada area.	YCC
Task 3:	Construct two picnic areas with mulch trails	YCC



Project 2. Hartman Park - Llano Landscaping

	Responsible
Task 1: Clear ground.	YCC
Task 2: Extend irrigation lines (for trees).	YCC
Task 3: Plant trees (5).	YCC
Task 4: Build railroad border on south side.	YCC
Task 5: Landscape with cobble/gravel.	YCC



YCC 2018 – TOWNSEND IMPROVEMENTS

Park Improvements: Will involve completing any new trails not completed at Townsend Wildlife Refuge in 2017 (Project 1), construction of parking area (Project 2), installation of park amenities (Project 3).

Project 1. Townsend Trails

Task 1: Construction of 6,600 linear feet of pedestrian trail (wood mulch surface)

Responsible
YCC



Project 2. Construction of Parking Area (Location to be determined)

Task 1: Clear and level ground.
Task 2: Construct pole fence around parking area.
Task 3: Spread and level gravel parking surface.

Responsible
YCC
City Crew
YCC

Project 3. Townsend Amenities

Task 1: Install benches (4) along trail/river.
Task 2: Construct two wood armadas along trail.

Responsible
YCC
YCC

YCC 2019 – ???

YCC 2020 – ???

A G E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
June 9, 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 Meeting Minutes, May 26, 2015
- B. Travel Requests

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 is for items not otherwise listed on the agenda)

XI. BUSINESS ITEMS

- A. Four Corners Kart Club Agreement
- B. Aztec Roping Club Agreement

XII. LAND USE HEARINGS

None

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XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XIV. DEPARTMENT REPORTS

(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
COMMISSION MEETING MINUTES
May 26, 2015

I. CALL TO ORDER

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

II. INVOCATION

The Invocation was led by Judge, Carlton Gray

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Electric Director, Ken George

IV. ROLL CALL

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

Members Absent: None

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

V. AGENDA APPROVAL

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

VI. CITIZEN RECOGNITION

Josh mentioned that he would like to recognize the Aztec Softball Team and Track Teams. He also mentioned that the Aztec Honor Graduates were recognized on the City App. Commissioner Locke recognized Tyler Heath our student intern at City Hall as most decorated at graduation.

VII. EMPLOYEE RECOGNITION

VIII. CONSENT AGENDA

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

- A. Commission Workshop Meeting Minutes, May 12, 2015
- B. Commission Meeting Minutes, May, 12, 2015
- C. Commission Workshop Minutes, May 14, 2015
- D. Commission Workshop Minutes, May 19, 2015
- E. Travel Requests
- F. Resolution 2015-953 Surplus
- G. RFP 15-0493 Utility Bill Printing & Mailing Services

All Voted Aye, Motion Passed Five to Zero

IX. ITEMS FROM CONSENT AGENDA

None

X. CITIZENS INPUT

None

XI. BUSINESS ITEMS

A. Funding Request for Webe Racing

Steve Mueller, General Services Director mentioned that this is a request from Brett Craig with Webe Racing. Mr. Craig is requesting \$4,250 for the event that is scheduled for June 13-14. This funding will be for Medical services (Ambulance service), safety, advertising track maintenance, and track maintenance labor.

MOVED by Commissioner McClure SECONDED by Commissioner Locke to Approve Funding Request for Webe Racing Event 6/13-14-2015 in the amount of \$4,250

All Voted Aye, Motion Passed Five to Zero

B. Approval of Preliminary Fiscal Year 2016 Budget

Josh mentioned that this is the Preliminary approval for the FY 2016 budget. The total budget for Fiscal Year 2016 is \$36,857,471. This budgeted expenditures for the individual funds are:

General Fund - \$7,196,887

Joint Utility - \$18,493,659

The budget includes the following budgets for capital projects:

Sewer Outfall Line - \$5,050,000
Arterial Phase 1b - \$4,500,000

MOVED by Commissioner Rogers, SECONDED by Mayor Pro-Tem Sipe To Approve The Submittal Of The Fiscal Year 2016 Preliminary Operating Budget To NM Department Of Finance And Local Government Division.

All Voted Aye, Motion Passed Five to Zero

C. Re-Bid 15-0480 Public Works Sign Shops Buildings

William Watson, Public Works Director mentioned that he has put a memo together for City Manager indicating his vision of the continued unification and consolidation and modernization of the Public Works Department. He reviewed the plans for the proposed buildings mentioning that the cost for the shop buildings will be with the approval of commission about \$60,000.

MOVED BY Mayor Pro-Tem Sipe, SECONDED by Commissioner McClure To Approve the Award of ReBid #15-0480 Public Works Shop Buildings to EZ Shade in the amount of \$56,600 plus GRT and authorize the City Manager to execute the contract.

Mayor Pro-Tem Sipe, Commissioner Rogers, Commissioner McClure and Commissioner Locke voted Aye, Mayor Burbidge Voted Nay, Motion Passed Four to One

D. Letter of Support for San Juan Generating Station and San Juan Mines

Josh mentioned that this is to petition the NM Public Regulation Commission (PRC) Commissioners to approve the San Juan Generating Station agreement signed by PRC staff, the Attorney General, and PNM. Josh mentioned that without this, the entire Public Service Company of New Mexico's (PNM) San Juan Generating Station and the San Juan Mine that supports it are in jeopardy of closing by 2016. PNM has proposed that they close two of the four units currently operating and install nitrogen oxide emissions reduction technology on the remaining two units. The EPA and New Mexico Environment Department have already approved this plan – we are asking that the PRC do the same. Josh mentioned that this could prevent losing 340 jobs at the generating station and 400 miner's jobs.

MOVED by Commissioner McClure, SEDONDED by Commissioner Locke to Approve the Letter of Support for San Juan Generating Station and San Juan Mines.

All Voted Aye, Motion Passed Five to Zero

XII. LAND USE HEARINGS

None

XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

Josh mentioned he will be on vacation from May 20 thru June 8.

Mayor Burbridge mentioned that she will be attending the Council of Government meeting in Gallup on Wednesday June 3. She will also be attending a NMML Board meeting in Santa Fe on June 6-7 in Santa Fe. Mayor Burbridge mentioned that she will be stepping down from the Four Corners Economic Development Executive Board.

Mayor Pro-Tem Sipe mentioned that they held the first meeting of Aztec Clean and Strong. She mentioned that there will be another meeting on August 24th. She mentioned that the MPO will be meeting on Thursday, May 28th and the NWNM Seniors will meet the first week of June. Mayor Pro-Tem Sipe shared a memo from the bosses at Energy Transfer in remembrance of Memorial Day.

Commissioner Locke mentioned that she attended the Aztec Clean and Strong meeting. She also attended the Microtel Grand Opening.

Commissioner McClure mentioned that the ECHO Board meeting will not be until next month and she mentioned that she missed coffee with the Chief. She mentioned that there were four vendors on the Art Plaza.

XIV. DEPARTMENT REPORTS

Chief, Mike Heal mentioned that he will be attending the planning meeting for the Iron Horse Motorcycle Rally at Clancy's on June 17th.

Ken George, Electric Director mentioned that there was a power outage and updated commission that they were working on the backup transformer and a switch went out and mentioned that they will be replacing the switch which it is going to cost about \$10,000.

XV. ADJOURNMENT

Moved by Mayor Burbridge, SECONDED by Mayor Pro-Tem Sipe to adjourn the meeting at 7:07 pm.

Mayor, Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Karla Sayler, City Clerk

DRAFT

Staff Summary Report

MEETING DATE:	June 09, 2015
AGENDA ITEM:	VIII. CONSENT AGENDA (B)
AGENDA TITLE:	Travel Requests

ACTION REQUESTED BY:	Commission, Administration, Comm. Dev. and Library
ACTION REQUESTED:	Approval of Employee/Public Official Travel Requests
SUMMARY BY:	Cheryl Franklin

PROJECT DESCRIPTION / FACTS (Leading Department)

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

FISCAL INPUT (Finance Department)

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

SUPPORT DOCUMENTS:	Travel Log June 09, 2015
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DEPARTMENT'S RECOMMENDED MOTION:	Approve Employee/Public Official Travel Requests
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**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: JUNE 09,2015**

Dates of Travel	Department	Employee	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY15 Budget Available
06/03/15	Commission	Sally Burbridge	NM Council of Government Meeting Gallup, NM.	No	No	36.00	Meal & Gratuity Allowance	Yes
06/05-06/15	Commission	Sally Burbridge	NMML Board of Directors Meeting Santa Fe, NM.	Yes	No	50.40	Meal & Gratuity Allowance (Registration & Lodging paid by NMML)	Yes
06/10-12/15	Admin.	Josh Ray	City Manager's Association Cloudcroft, NM.	Yes	No	108.00 100.00 445.11 200.00	Meal & Gratuity Allowance Registration Reimburse mileage/rate Lodging	Yes
06/20-22/15	Comm. Dev.	Wilann Thomas	Grand Circle Quarterly Meeting Grand Junction, CO.	Yes	Yes	162.00 25.00 60.00 196.96	Meal & Gratuity Allowance Registration Estimated Cost for Fuel Lodging	Yes
06/25-29/15	Library	Kate Skinner	ALA Annual Conference San Francisco, CA.	Yes	Yes	198.60 270.00 469.20 24.00 868.92	Meal & Gratuity Allowance Registration Airfare BART (Transit) Lodging	Yes
06/26-27/15	Commission	Sally Burbridge	NMML Policy Committee Meetings Albuquerque, NM.	Yes	No	50.40	Meal & Gratuity Allowance (Registration & Lodging paid by NMML)	Yes

Staff Summary Report

MEETING DATE: June 9, 2015
AGENDA ITEM: BUSINESS ITEM (A)
AGENDA TITLE: Four Corners Kart Club Agreement

ACTION REQUESTED BY: Steve Mueller
ACTION REQUESTED: Approve Four Corners Kart Club Agreement
SUMMARY BY: Steve Mueller

PROJECT DESCRIPTION / FACTS

- The current agreement will be in place for 5 years expiring on June 8th, 2020
- Staff will review the agreement annually
- This is a standard agreement between the City and the Association

PROCUREMENT / PURCHASING (if applicable)

N/A

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

The City will provide 28,000 gallons of water per month, approximately \$250 per month, throughout the racing season (April 1-October 31) to the Four Corners Kart Club unless suspended by the City during times of water shortages.

SUPPORT DOCUMENTS: Agreement attached.

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Four Corners Kart Club Agreement

AGREEMENT

FOUR CORNERS KART CLUB

THIS AGREEMENT, made and entered into this June 9th, 2015 by and between the CITY OF AZTEC, NEW MEXICO, a municipal corporation, party of the first part, hereinafter referred to as the CITY and Four Corners Kart Club a Non-profit Organization, party of the second part, hereinafter referred to as the ASSOCIATION.

SECTION 1: Association Responsibilities.

1. The Association agrees to indemnify and hold harmless, at all times, the City from any liability for damage to or caused by its members, employees, agents, representatives, guests, volunteers, vendors, etc. arising out of or connected with the use or occupancy of the designated premises or any part thereof.
2. The Association agrees to keep the premises in a manner that will conform to all environmental and health regulations, including concession stand at their own expense. The Association shall clean up all litter and debris in and around the designated areas after facility usage (i.e. bleachers, concession stand interior and exterior, and parking lot).
3. All concessions sold shall have the approval and proper permits from the New Mexico Environment Department, a copy shall be provided to the City Parks and General Services Director annually before the season begins.
4. Provide to the Parks and General Services Director:
 - 1) Two (2) weeks prior to the start of the regular season, a list of all officers, home and work telephone numbers, email addresses and mailing addresses. This should include a designated primary contact for the Association; and
 - 2) A copy of all practice schedules; and
 - 3) Notice of first track usage date 2 weeks prior to using any facilities and proposed hours of operation; and
 - 4) Provide an event schedule prior to the start of the track season; and
 - 5) Annual proof of said indemnity in the form of a valid and existing policy of insurance. Such policy will be in accordance with the New Mexico Tort Claims Act and will be in the amounts of not less than One Million Two Hundred Fifty Thousand (\$1,250,000) Dollars combined single limit. The City of Aztec must be named as an additional insured on the policy.
5. Maintain all facilities during the racing season including, but not limited to the following:
 - 1) Bleachers;

- 2) Fencing;
- 3) Concession stand;
- 4) Announcement and registration tower;
- 5) Emptying of trash cans/barrels into provided solid waste dumpster; and
- 6) Racing track grounds

SECTION 2: City Responsibilities.

1. Provide to the Association the use of the facilities during the hours scheduled for use as provide to the Parks and General Services Director in Section 1.4. The City shall make these facilities available to others when it does not infringe upon the use by Association. Such users will be liable for any damages they cause. In the event of schedule conflicts, the City has the exclusive right in resolving schedule conflicts and use.
2. Provide to the Association the use of the facilities during the hours scheduled for use as provide to the Parks and General Services Director in Section 1.4.
3. Maintain the following:
 - 1) Regular pick-up and emptying of solid waste dumpster.
 - 2) Cover the cost of water utilities (Maximum of 28,000 gallons of water per month through the racing season April 1st - October 31st.). The use of water for the Race track can be suspended by the City at any time due to water restrictions that might be implemented during times of water shortages.

SECTION 3: Term of Agreement.

1. The agreement is for five (5) years to become effective June 9th, 2015 and shall expire on June 8th, 2020. This agreement shall be reviewed annually by City Staff. Any and all notices provided for under this Agreement shall be in writing and addressed to the parties at the following address:

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

SECTION 4: Inspections and Reviews.

1. Every December and/or January, the representatives of the City and Association will do a review to:

- 1) Inspect and document the conditions of the facilities and designated areas of use;
- 2) Determine maintenance requirements;
- 3) Identify needs; and
- 4) Determine funding requirements of each party.

SECTION 5: Maintenance of Facilities in Off Season.

1. After the conclusion of the season of each year, or as soon thereafter that the Association meets all of the obligations in Section 4, the City will assume complete maintenance of the designated areas. All cleaning or maintenance after this date of each year shall become the responsibility of the City.

SECTION 6: Facility Improvements or Repairs.

1. The Association shall make no alteration, addition or improvement to the premises without prior written consent of the City of Aztec.
2. In the event that any extra ordinary work is necessary during the term of this Agreement, it is agreed that the Association will submit work orders and requests in paper copy. One copy to the Parks and General Services Director, one copy to the City Clerk and one copy to stay with the Association. The City shall consider, approve, modify or reject any construction or renovating or changes to landscape or grounds before work may proceed.
3. All improvements made by Association are considered as becoming part of the facilities and/or realty and be treated as part of the real estate to be owned by the City without cost.

SECTION 7: Incurred Expenses.

1. The Association shall pay for upkeep expenses used upon the facilities and/or premises. In addition, the Association further agrees that it will not cause or permit any lien of any kind whatsoever to be levied upon, claimed against or to remain unpaid against the facilities and/or premises owned by the City.

SECTION 8: Legal Representation.

1. The Association agrees that if the City shall employ an attorney to represent it in regard to any proceeding or controversy connected with or arising out of this agreement or the performance thereof or the enforcement of any of the

provisions hereof, Association shall pay all reasonable attorney fees incurred by the City in addition to the sums otherwise provided for herein.

SECTION 9: Termination of Agreement.

1. This agreement may be terminated upon breach of any of the provisions of this Agreement upon thirty (30) days written notice, provide said breach has not been corrected within ten (10) days of receiving notice of said breach.

SECTION 10: Severability.

1. This agreement shall be deemed to supersede all prior written and oral agreements and undertakings of the parties hereto.
2. Except as otherwise provided herein, this agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns through the term of the Agreement.
3. If any portion of this agreement is found to be ineffective by a court of law or by agreement of the parties, the remaining portions shall remain in effect.

CITY OF AZTEC

Mayor, Sally Burbridge

ATTESTED

City Clerk, Karla Sayler

Content Review

City Attorney, Larry T. Thrower

Staff Summary Report

MEETING DATE:	June 9, 2015
AGENDA ITEM:	BUSINESS ITEM (B)
AGENDA TITLE:	Aztec Roping Club Agreement

ACTION REQUESTED BY:	Steve Mueller
ACTION REQUESTED:	Approve Aztec Roping Club Agreement
SUMMARY BY:	Steve Mueller

PROJECT DESCRIPTION / FACTS

- Will be in place for a two (2) year term, expiring June 8, 2017
- Staff will review this agreement annually.
- This is a standard agreement between the City and the Association
- It is the opinion of the City Attorney that the Aztec Roping Club provide yearly insurance with the City of Aztec named as additional insured. This is required of all other associations that have agreements with the City for use of City facilities.

PROCUREMENT / PURCHASING (if applicable)

N/A

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

The annual cost of water specific to the Rodeo Arena is included in the total water for Riverside Park.

SUPPORT DOCUMENTS:	Agreement attached.
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DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve Aztec Roping Club Agreement.
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AGREEMENT

AZTEC ROPING CLUB

THIS AGREEMENT, made and entered into this June 9, 2015 by and between the CITY OF AZTEC, NEW MEXICO, a municipal corporation, party of the first part, hereinafter referred to as the CITY and The Aztec Roping Club, an incorporated Association, Non-profit Organization, party of the second part, hereinafter referred to as the ASSOCIATION.

SECTION 1: Association Responsibilities.

1. The Association agrees to indemnify and hold harmless, at all times, the City from any liability for damage to or caused by its members, employees, agents, representatives, guests, volunteers, vendors, etc. arising out of or connected with the use or occupancy of the designated premises or any part thereof.
2. The Association agrees to keep the premises in a manner that will conform to all environmental and health regulations, including concession stand at their own expense. The Association shall clean up all litter and debris in and around the designated areas after Arena usage (i.e. bleachers, concession stand interior and exterior, and parking lot) including horse manure from the parking areas and roadways within Riverside Park (City ord. Sec.5-433, Chapter 5, pg. 21).
3. All concessions sold shall have the approval and proper permits from the New Mexico Environment Department, a copy shall be provided to the City Parks and General Services Director annually before the season begins.
4. Provide to the Parks and General Services Director:
 - 1) Two (2) weeks prior to the start of the roping season, a list of all officers, home and work telephone numbers, email addresses and mailing addresses. This should include a designated primary contact for the Association; and
 - 2) A copy of all practice schedules; and
 - 3) An event schedule two (2) weeks prior to the start of the roping season; and
 - 4) Annual proof of said indemnity in the form of a valid and existing policy of insurance. Such policy will be in accordance with the New Mexico Tort Claims Act and will be in the amounts of not less than One Million Two Hundred Fifty Thousand (\$1,250,000) Dollars combined single limit. The City of Aztec must be named as an additional insured on the policy.
5. Maintain all facilities during the roping season including, but not limited to the following:
 - 1) Bleachers;
 - 2) Fencing;

- 3) Announcement tower;
 - 4) Emptying of trash cans/barrels into provided solid waste dumpsters after roping events; and
 - 5) Controlling weeds within the roping facility
 - 6) All surplus and/or construction materials must be kept off of City Park property
6. Payment for electric utility services. The City's Utilities office must be notified for the connection of electric service prior to the start of the season and for disconnection at the end of the season.

SECTION 2: City Responsibilities.

1. Provide to the Association the use of the facilities during the hours scheduled for use as provided to the Parks and General Services Director in Section 1.4. The City shall make these facilities available to others when it does not infringe upon the use by Association as dictated by the schedule provided by the Association. Such users will be liable for any damages they cause. In the event of schedule conflicts, the City has the exclusive right in resolving schedule conflicts and use.
2. Provide to the Association the use of the facilities during the hours scheduled for use as provided to the Parks and General Services Director in Section 1.4.
3. Maintain the following:
 - 1) Cover the cost of water utilities; and
 - 2) Regular pick-up and emptying of solid waste dumpster.

SECTION 3: Term of Agreement.

1. The agreement is for two (2) years to become effective June 9th, 2015 and shall expire on June 8th, 2017. This agreement shall be reviewed annually by City Staff. Any and all notices provided for under this Agreement shall be in writing and addressed to the parties at the following address:

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

Aztec Roping Club
P.O. Box 522
Aztec, NM 87410

SECTION 4: Inspections and Reviews.

1. Every December and/or January, the representatives of the City and Association will do a review to:

- 1) Inspect and document the conditions of the facilities and designated areas of use;
- 2) Determine maintenance requirements;
- 3) Identify needs; and
- 4) Determine funding requirements of each party.

SECTION 5: Maintenance of Facilities in Off Season.

1. After the conclusion of the season of each year, or as soon thereafter that the Association meets all of the obligations in Section 4, the City will assume complete maintenance of the designated areas. All cleaning or maintenance after this date of each year shall become the responsibility of the City.

SECTION 6: Facility Improvements or Repairs.

1. The Association shall make no alteration, addition or improvement to the premises without prior written consent of the City of Aztec.
2. In the event that any extra ordinary work is necessary during the term of this Agreement, it is agreed that the Association will submit work orders and requests in paper copy. One copy to the Parks and General Services Director, one copy to the City Clerk and one copy to stay with the Association. The City shall consider, approve, modify or reject any construction or renovating or changes to landscape or grounds before work may proceed.
3. All improvements made by Association are considered as becoming part of the facilities and/or realty and be treated as part of the real estate to be owned by the City without cost.

SECTION 7: Incurred Expenses.

1. The Association shall pay for upkeep expenses used upon the facilities and/or premises. In addition, the Association further agrees that it will not cause or permit any lien of any kind whatsoever to be levied upon, claimed against or to remain unpaid against the facilities and/or premises owned by the City.

SECTION 8: Legal Representation.

1. The Association agrees that if the City shall employ an attorney to represent it in regard to any proceeding or controversy connected with or arising out of this agreement or the performance thereof or the enforcement of any of the

provisions hereof, Association shall pay all reasonable attorney fees incurred by the City in addition to the sums otherwise provided for herein.

SECTION 9: Termination of Agreement.

1. This agreement may be terminated upon breach of any of the provisions of this Agreement upon thirty (30) days written notice, provided said breach has not been corrected within ten (10) days of receiving notice of said breach.

SECTION 10: Severability.

1. This agreement shall be deemed to supersede all prior written and oral agreements and undertakings of the parties hereto.
2. Except as otherwise provided herein, this agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns through the term of the Agreement.
3. If any portion of this agreement is found to be ineffective by a court of law or by agreement of the parties, the remaining portions shall remain in effect.

CITY OF AZTEC

Aztec Roping Club President

Mayor, Sally Burbridge

Scott Baxstrom

ATTESTED

City Clerk, Karla Sayler

Content Review

City Attorney, Larry T. Thrower