

A G E N D A
CITY OF AZTEC
CITY COMMISSION WORKSHOP
August 11, 2015
201 W. Chaco, City Hall
5:15 p.m.

5:15-6:00

A. Discussion Adopting A Coal Ordinance For The City Of Aztec

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

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

A G E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
August 11, 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, July 29, 2015
- B. Travel Requests
- C. Community DWI Prevention Program (CDWI) FY16 Grant Application
- D. NMML Annual Conference Voting Delegates
- E. New Mexico Aging And Long Term Services Department Agreements
- F. City Manager Employment Agreement
- G. Resolution #2015-962 Night Depository Services With Citizens Bank
- H. Resolution #2015-963 Surplus
- I. San Juan County Pole Attachment Agreement

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

IX. ITEMS FROM CONSENT AGENDA

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)

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XI. BUSINESS ITEMS

A. Intent to Adopt Ordinance 2015-445 Amending Chapter 17-1 Personnel Policy

XII. LAND USE HEARINGS

None

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
July 29, 2015

I. CALL TO ORDER

Mayor Burbridge called the Meeting to order at 6:02pm at the Aztec City Commission Room, City Hall, 201 W. Chaco, Aztec, NM.

II. INVOCATION

The Invocation was led by City Attorney, Larry Thrower

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner, Sheri Rogers

IV. ROLL CALL

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

Members Absent: None

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

V. AGENDA APPROVAL

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Locke to Approve the Agenda With The Exception of Item A, City Commission Meeting Minutes, July 14, 2015

VI. CITIZEN RECOGNITION

None

VII. EMPLOYEE RECOGNITION

Joshua Ray, City Manager mentioned that today was Bil Homka Community Development Directors birthday and Louisa Ulibarri Support Service Secretary.

VIII. CONSENT AGENDA

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner McClure to Approve the Consent Agenda with the exception of Item A, Commission Meeting Minutes July 14, 2015

- A. Pulled
 - B. Travel Requests
 - C. Engineering Task Order for Airport Apron Reconstruction
 - D. Resolution 2015-957 Asset Capitalization Policy
 - E. Resolution 2015-959 Surplus Items
 - F. Bid 2016-517 Blanco St. Sewer Replacement Phase 2
 - G. FY16 Youth Conservation Corps (YCC) Proposal
 - H. Resolution 2015-960 FY15 4th Quarter Financial Report (Kathy)
 - I. Re-Bid 2014-406 Aztec Arterial Phase 1B Contract Approval (Kathy)
- All Voted Aye, Motion Passed Three to Zero

IX. ITEMS FROM CONSENT AGENDA

- A. Commission Meeting Minutes July 14, 2015

Commissioner Locke pulled the minutes to correct the date to July 14, 2015 and Land Use Hearing Title A. should have been 2015-015 Caballo Pintado Subdivision.

MOVED by Commissioner Locke, SECONDED by Commissioner McClure To Approve Item A Commission Meeting Minutes July 14, 2015

All Voted Aye, Motion Passed Five to Zero

X. CITIZENS INPUT

None

XI. BUSINESS ITEMS

- A. Resolution 2015-961 Final Budget Adoption

Josh mentioned that there were a couple of changes made from the preliminary approval on May 26. He mentioned that there were projects that were not completed as of June30 and require the balance of their FY15 funding to be reauthorized in FY2016.

MOVED by Commissioner Rogers, SECONDED by Commissioner Locke to Approve Resolution #2015-961 Final Budget Adoption

All Voted Aye; Motion Passed Five to Zero

B. Intent to Adopt Ordinance 2015-444 Amending Section 16-15 Golf Course Fees

Josh mentioned that this would be to allow a \$50.00 rental fee for our Golf Carts for off premises events which would require a special event permit. This would allow local Governments or special event organizers to rent the carts with a special permit and approval from the City. Renter will be required to provide insurance for the operator of the cart and allow only licensed drivers to operate the carts.

MOVED by Commissioner Locke, SECONDED by Mayor Pro-Tem Sipe to Approve Intent to Adopt Ordinance 2015-444 Amending Section 16-15 Golf Course Fees

All Voted Aye; Motion Passed Five to Zero

XII. LAND USE HEARINGS

Mayor Burbridge opened the Land Use Hearing for Request for 2015-015 Caballo Pintado Final Plat Subdivision and 2015-078 New Drill Gas Well. Mayor Burbridge stated that this hearing would be conducted under Procedures mandated by the New Mexico Court of Appeals in Battershell versus the City of Albuquerque, which were intended to protect the due process rights of our parties. Mayor Burbridge subsequently identified the parties and City Staff. Mayor Burbridge then asked Commission if they would accept the parties and they did. She reviewed the procedures and then asked if any members of the Commission had a conflict of interest, bias, or engaged in ex parte communication, there were none. Mayor Burbridge then swore in the parties and reviewed the Order of Presentation.

A. 2015-015 Caballo Pintado Final Plat Subdivision

Bil Homka, Community Development Director mentioned that this application for Final Plat Subdivision of Caballo Pintado Subdivision. He mentioned that this was reviewed for Preliminary approval at the last commission meeting and that there have been no changes.

MOVED by Commissioner McClure, SECONDED by Mayor Pro-Tem Sipe To Approve 2015-015 An Application For Approval of a Final Plat For the Caballo Pintado Subdivision Subject To Finds Of Fact 1 Throuth10

A Roll Call Was Taken, Motion Passed Five to Zero

B. 2015-078 New Drill Gas Well

Bil mentioned that this is a application for a workover of an existing well, named Frame 1 at SE Section 21, T-30-N, R-11-W. He mentioned that there have been no

comment from property owners. Bil mentioned that the applicant did submit the noise, visual, dust, and wildlife mitigation plans. Keri Hutchins, PTRRC Agent with Conoco Phillips reviewed the well's technical information about the location, depth, size of holes and the well site location. Keri mentioned that there will be no new disturbed new acreage and that it will take about four days to complete.

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Lock To Approve 2015-078, An Oil & Gas Well Application Submitted By The Conoco Phillips Company For Permission To Make Improvements, Or "Workover" On An Existing Well Named "Frame 1" At The Location Indicated Per The Application.

A Roll Call Was Taken: Motion Passed Five to Zero

XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

Josh mentioned that he attended National Night Out and it was a big success. He mentioned that National Cheesecake day will be July 30, 2015 and there will be a competition at City Hall for employees to enter and mentioned that the winner will receive lunch at Ruby's and a round of golf at Aztec Hidden Valley Golf Course.

Mayor Burbridge reported that she will be attending the NMML Annual Conference August 29-September 4, 2015 in Albuquerque. Mayor Burbridge attended National Night Out and requested that there be a different sound system so that activities can be heard throughout the event.

Mayor Pro-Tem Sipe reported that she attended an MPO Special Meeting. She mentioned that she will be attending NMML Annual Conference and she will be attending Connie Mack County and City Official Night.

Commissioner Rogers thanked Chief Heal and his staff for putting on the National Night Out event.

Commissioner Locke mentioned that she attended National Night Out. She mentioned that her son was promoted to Master Sergeant.

Commissioner McClure mentioned that she volunteered at National Night Out. She gave kudos to Sherri Gurule for her hard work putting the event together. She mentioned that there were over 1,000 people at the Blues and Brews Festival and thanked Jeff Blackburn with Parks Department and Matt Graves for their help with the festival and employees from the Electric Department. She mentioned that she signed up to volunteer at the Aztec Museum to help clean the General Store.

XIV. DEPARTMENT REPORTS

Chief Mike Heal thanked Commission and City Manager for allowing and supporting the National Night Out Event. He thanked all who volunteered for the event. Chief mentioned that there were about 4,000 people in attendance.

Kate Skinner, Library Director, mentioned that she had a booth at her 1st time attending National Night Out . She reviewed some pictures that were taken at the Library during the book fair. She mentioned that Friday at 1:00pm they will be handing out cake that will be for the grand finale of the summer reading program and they will be giving out the prizes for the participants that have reached their goals.

XV. CLOSED SESSION

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

At 7:00pm Mayor Burbridge moved the meeting into Closed Session for discussion on Limited Personnel Matters, City Manager Evaluation.

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

Mayor Burbridge re-opened the Commission Meeting at 9:15pm stating that nothing had been discussed other than matters Pursuant to State Law, Section 10-15-1 (H-2) Limited Personnel Matters, City Manager Evaluation. She gave a report on

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

XVI. ADJOURNMENT

Moved by Mayor Burbridge, SECONDED by Mayor Pro-Tem Sipe to adjourn the meeting at 9:15 pm.

Mayor, Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Karla Sayler, City Clerk

DRAFT

Staff Summary Report

MEETING DATE: August 11, 2015
AGENDA ITEM: VIII. CONSENT AGENDA (B)
AGENDA TITLE: Travel Requests

ACTION REQUESTED BY: Police, Electric, Senior Center and Commission
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. Three requests for travel had already occurred, the Police and Electric is requesting approval for travel on the date of this meeting; however, the remaining request are dated for future.
- If travel/training is to be reimbursed or some of the costs will be paid by another entity, those notes have been included on the log.

FISCAL INPUT (Finance Department)

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

SUPPORT DOCUMENTS: Travel Log August 11, 2015

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

**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: AUGUST 11, 2015**

Dates of Travel	Department	Employee	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY16 Budget Available
07/29-30/15	Police	Joseph Gonzales	Safer NM Training Albuquerque, NM.	Yes	No	60.00	Meal & Gratuity Allowance	Yes
08/10-13/15	Electric	Ken George	Distribution Protection Workshop Lone Tree, CO.	Yes	Yes	198.60 695.00 120.00 475.65	Meal & Gratuity Allowance Registration Estimated Cost for Fuel Lodging	Yes
08/10-13/15	Electric	Greg Mizell	Distribution Protection Workshop Lone Tree, CO.	Yes	Yes	198.60 695.00 475.65	Meal & Gratuity Allowance Registration Lodging (Carpooling w/K. George)	Yes
08/17-19/15	Senior Center	Cindy Iacovetto	2015 Conference on Aging Albuquerque, NM.	Yes	No	86.40 95.00 60.00 169.31	Meal & Gratuity Allowance Registration Estimated Cost for Fuel Lodging	Yes
08/17-19/15	Senior Center	Robert Rivas	2015 Conference on Aging Albuquerque, NM.	Yes	No	86.40 95.00 169.31	Meal & Gratuity Allowance Registration Lodging (Carpooling w/C. Iacovetto)	Yes
09/01-04/15	Commission	Sherri Sipe	NMML Annual Conference Albuquerque, NM.	Yes	No	122.40 280.00 60.00 281.37	Meal & Gratuity Allowance Registration Estimated Cost for Fuel Loding	Yes
09/01-04/15	Commission	Sheri Rogers	NMML Annual Conference Albuquerque, NM.	Yes	No	122.40 280.00 60.00 281.37	Meal & Gratuity Allowance Registration Estimated Cost for Fuel Loding	Yes

Staff Summary Report

MEETING DATE: August 11, 2015
AGENDA ITEM: VIII. CONSENT AGENDA (C)
AGENDA TITLE: CDWI FY16 Grant Application

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

PROJECT DESCRIPTION / FACTS

The CDWI Grant is funded by money that is collected for DWI convictions in San Juan County. The money is then returned to San Juan County on a year basis and is used for DWI enforcement, probation services for DWI offenders, and treatment services for DWI offenders. The Fiscal Agent for the grant is San Juan County. The CDWI Enforcement Grant allows the Aztec Police Department to work extra DWI patrols without having to finance the patrols.

SUPPORT DOCUMENTS: Application for CDWI Funds, Memorandum Of Agreement

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

APPLICATION FOR CDWI FUNDS

Program Year applying for: July / 2015 to June / 2016

Project Title and Project Number: _____ <small>(to be provided by TSB)</small>	
Applicant Agency:	San Juan County CDWI Task Force
Address:	3535 E. 30th Street, Ste 239
City, State, Zip:	Farmington, NM 87402
Phone Number:	505-566-5877
Fax Number:	505-566-5870
Project Director and Title:	Amanda Evans, Program Manager
Government Unit:	San Juan County
Address:	100 South Oliver Drive
City, State, Zip:	Aztec, NM 87410
Phone Number:	505-334-7860
Fax Number:	505-334-1633
Authorizing Official and Title:	Keith Johns, Chairman
Check to be sent to (address):	San Juan County 100 South Oliver Drive Aztec, NM 87410
Traffic Safety Bureau Program Manager: <u>Juliet Armijo Pana</u> Phone: _____	

BUDGET:

Self-calculating chart, simply enter data

Budget Category	Program Category				Category Total
	Enforcement	Prevention	Off. Programs	PI & E	
Personal Services	4,995.00				\$4,995.00
Contractual Services	10,710.00	2,320.00	8,209.00	1,995.00	\$23,234.00
Commodities Budget					\$0.00
Indirect Costs	N/A	N/A	N/A	N/A	\$0.00
Other					\$0.00
NM State Police (NMSP)	Amount not included in Total \$ Requested				
Special Investigations Division (SID)	Amount not included in Total \$ Requested				
Total \$ Received	\$15,705.00	\$2,320.00	\$8,209.00	\$1,995.00	\$28,229.00
TOTAL \$ REQUESTED FOR AGENCY (w/o NMSP & SID)					\$28,229.00

Approved Start Date: upon execution of the Project Agreement
End Date: 30-Jun-16

CERTIFICATION:

The attached application, reviewed and approved by the governing body of the County of San Juan
(Applicant)
on _____, authorizes the applicant to file this application for assistance from the State of New Mexico.
(Date Reviewed)

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

Project Director Signature: _____ Date: _____
Authorizing Official Signature: _____ Date: _____

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

SCOPE OF WORK

Project Number:

Program Category: ENFORCEMENT

A. PERFORMANCE GOAL:

State Goal:

1. Reduce the number of fatalities in crashes involving a driver or motorcycle operator with a BAC of .08 and above from 97 in 2012 (2011-2013 average) to 95 in CY2015 (FARS data).
2. Reduce the number of unrestrained passenger vehicle occupant fatalities, all seat positions from 104 in 2012 (2011-2013 average) to 99 in CY2015 (FARS data).
3. Increase the observed seatbelt use percentage for front-seat occupants from 91.7% in 2013 (2012-2014 average) to 92.1% in CY2015 (NM Seatbelt Survey).
4. Reduce the number of speeding-related fatalities from 122 in 2012 (2011-2013 average) to 118 in CY2015 (FARS data).

Local Goal:

1. Reduce alcohol related pedestrian fatalities in San Juan County by 2% during FY16.
2. Reduce alcohol related fatalities in San Juan County by 2% during FY16.
3. Reduce underage alcohol related crashes in San Juan County by 2% during FY16.

B. OBJECTIVES:

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

C. ACTIVITIES:

Saturation Patrols will be conducted by area law enforcement agencies throughout FY16.

1. The Aztec PD will participate in 2 Saturation Patrols throughout FY16.
2. The Bloomfield PD will participate in 5 Party Patrols throughout FY16.
3. The Farmington PD will participate in 37 Saturation Patrols throughout FY16.
4. The Sheriff's Office will participate in 19 Saturation Patrols throughout FY16.

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

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

D. MEASURES:

QUARTERLY PROJECTIONS:

Enforcement:

5. The Aztec PD will participate in 2 Saturation Patrols throughout FY16.
6. The Bloomfield PD will participate in 5 Party Patrols throughout FY16.
7. The Farmington PD will participate in 37 Saturation Patrols throughout FY16.
8. The Sheriff's Office will participate in 19 Saturation Patrols throughout FY16.

Community enrichment:

1. The Aztec PD will participate in 1 community event throughout FY16.
2. The Bloomfield PD will participate in 1 community event throughout FY16.
3. The Farmington PD will participate in 1 community event throughout FY16.
4. The Sheriff's Office will participate in 1 community events throughout FY16.

CDWI Task Force:

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

E. RESOURCES:

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

F. TRAINING:

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

G. SELF-SUFFICIENCY:

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

H. EVALUATION:

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

SCOPE OF WORK

Project Number:

Program Category: PREVENTION

A. PERFORMANCE GOAL:

State Goal:

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

Local Goal:

1. Reduce alcohol related pedestrian fatalities in San Juan County by 2% during FY16.
2. Reduce alcohol related fatalities in San Juan County by 2% during FY16.
3. Reduce underage alcohol related crashes in San Juan County by 2% during FY16.
4. Perform outreach with local community agencies, schools, and organizations to assist in reducing CDWI efforts throughout FY16.
5. Provide prevention messages and activities to schools, businesses and media during FY16.

B. OBJECTIVES:

1. Perform outreach with local community agencies, schools and organizations to assist in reducing CDWI efforts throughout FY16.
2. Project Director to oversee grant goals and objectives throughout FY16.

C. ACTIVITIES:

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

SCOPE OF WORK

Project Number:

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

A. PERFORMANCE GOAL:

State Goal:

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

Local Goal:

1. Attend meetings, conferences, and trainings both in and out of state as determined by TSB throughout FY16.
2. Keep abreast of San Juan County and State of New Mexico DWI information throughout FY16.
3. Provide prevention and education information via public service announcements, newsletters, and meetings throughout the community throughout FY16.

B. OBJECTIVES:

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

C. ACTIVITIES:

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

SCOPE OF WORK

Project Number:

Program Category: OFFENDER PROGRAMS

A. PERFORMANCE GOAL:

State Goal:

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

Local Goal:

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

B. OBJECTIVES:

Farmington Municipal Court:

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

Shiprock Victims Impact Panel:

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

C. ACTIVITIES:

Farmington Municipal Court:

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

Shiprock Victims Impact Panel:

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

D. MEASURES:

QUARTERLY PROJECTIONS:

Farmington Municipal Court:

1. Enforce one year supervised probation as directed by sentencing court on convicted 1st, 2nd, 3rd, time DWI offenders;
2. Enforcing mandatory sentencing set by State Statute: recommendations as per screening/assessment (substance abuse counseling, both outpatient and inpatient; AA/NA-12 step meetings); installation of ignition interlock device; mandatory community services; fines and fees imposed; DWI School.
3. Enforce if applicable: GED classes; parenting classes; victim impact panel; life skills, and domestic violence counseling.
4. Random field contact/office visits, at least one time per month, but may be more as deemed necessary; impose alcohol monitoring bracelet.
5. Random BAC testing/drug during field contacts/office visits/work site visits.
6. Attend CDWI Task Force meetings quarterly during FY16.

Shiprock Victims Impact Panel:

1. Conduct monthly Victim Impact Panel (VIP) sessions in coordination with the courts, probation, and prosecutors offices throughout FY16.
 - a. Provide grief support sessions at the end of each VIP session during FY16.
 - b. Provide support services, including assessment and referral to appropriate mental and public health counseling services for victims of DWI and DWI offenders throughout FY16.
2. Conduct public and youth education on the dangers and awareness of alcohol abuse throughout FY16.

Task Force Authorization & Information

Community (government) Certification of Application

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

Task Force Name: San Juan County CDWI Task Force

Project Director: Amanda Evans

Title: Community Programs Coordinator

Address: 3535 E. 30th Street, Ste 239

City/State/zip: Farmington, NM 87401

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

Email Address: evansa@sjcpartnership.org

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

Community: Keith Johns

Title: County Commission Chairman

Address: 100 South Oliver Drive

City/State/zip: Aztec, NM 87410

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

Email Address: _____

Authorizing

Official Signature: _____ **Date:** _____

Law Enforcement Representative:

Name: Ron Foreman

Title: Lt. New Mexico State Police

Address: 1025 W. Navajo

City/State/zip: Farmington, NM 87401

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

Email Address: _____

ATTACHMENT 3

Community Traffic Safety Group Representative:

Name: David Karst
Title: Farmington Police Department
Address: 800 Municipal Drive
City/State/zip: Farmington, NM 87401
Phone Number: 505-327-1077 Fax: _____
Email Address: dkarst@fmntn.org

Department of Health Representative:

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

Court Representative:

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

School Representative:

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

Media Representative:

Name: April Rock
Title: Farmington Daily Times
Address: P.O. Box 450
City/State/zip: Farmington, NM 87499
Phone Number: 505- 564-4621 Fax: _____
Email Address: _____

Emergency Medical Services Representative:

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

County DWI Planning Council Contact:

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

Other Members (optional):

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

Other Members (optional):

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

Other Members (optional):

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

Other Members (optional):

Name: **Debbie Taylor**
Title: Farmington Municipal Courts
Address: 800 Municipal Drive
City/State/zip: Farmington, NM 87401
Phone Number: 505-599-1324 Fax: _____
Email Address: dtaylor@fmtn.org

Other Members (optional):

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

MEMORANDUM OF AGREEMENT

This comprehensive Community DWI Prevention Program is between the Cities of Aztec, Bloomfield and Farmington, and the County of San Juan. This agreement is effective on the 1st (day) of July (mo.) 2015 (yr), but is not a valid and binding agreement until executed by all parties thereto. The parties agree as follow:

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

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

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

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

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

Attest: _____ County of San Juan Date _____

Attest: _____ City of Aztec Date _____

Attest: _____ City of Bloomfield Date _____

Attest: _____ City of Farmington Date _____

ATTACHMENT 4

NMSP Overtime Authorization Form

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

Agency Project Director: Amanda Evans

TSB Program Manager: Juliet Armijo

District State Police Commander: CAPTAIN CHRIS BLAKE

Address: 1025 W. NAVASO
FARMINGTON, NM 87401

Phone: 505-325-7547

Fax: 505-327-5853

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

Double click on chart to enter data

Activity Title	NMSP District #	Community Served	Quarter Performed	\$ Amount
Conduct Saturation Patrols and/or Sobriety Checkpoints	10	San Juan County	1st, 2nd, 3rd or 4th	\$4,218.00
TOTAL AMOUNT TO NMSP				\$4,218.00

Approval Signatures: (Appear in order of required Signatures)

Agency Project Director: LJ. MICHAEL DOERING  6/29/15
Print Sign Date

NMSP District Commander: CAPT. CHRIS BLAKE  6/29/15
Print Sign Date

CDWI Program Coordinator: _____
(IPL) Print Sign Date

TSB Program Manager: _____
Print Sign Date

CDWI Cost Estimation Form FY16- Aztec Police Department

Total Budgeted Amount:	(a)	\$	<u>649.00</u>	
Highest Overtime Rate (one and a half times regular pay):	(b)	\$	<u>67.22</u>	
# of Hours needed to conduct Community Event :	(c)		<u>2</u>	
# of officers needed to conduct Community Event :	(d)		<u>1</u>	
Amount needed for Community Event :	(e)	\$	<u>134.44</u>	= (b x c) x (d)
Amount left for Saturation Operations :	(f)	\$	<u>514.56</u>	= a - e
# of Hours needed to conduct one operation:	(g)		<u>4</u>	
Amount needed for one operation for one officer:	(h)	\$	<u>268.88</u>	= b x g
Number of Saturation Patrols to be done per contract:	(i)		<u>2</u>	= f / h
Number of officers needed for one operation:	(j)		<u>1</u>	
Number of Saturation Patrols per contract money			<u>2</u>	= i / j



Tracy Morales
CAPTAIN APO

6/15/15

CDWI Cost Estimation Form FY16- Bloomfield Police Department

Total Budgeted Amount: (a) \$ 1,949.00

Highest Overtime Rate (one and a half times regular pay): (b) \$ 44.16

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

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

Amount needed for **Community Event**: (e) \$ 353.28 = (b x c) x (d)

Amount left for **Party Patrols**: (f) \$ 1,595.72 = a - e

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

Amount needed for one operation for one officer: (h) \$ 176.64 = b x g

Number of Party Patrols to be done per contract: (i) 9 = f / h

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

Number of Party Patrols per contract money 5 = i / j

Stacy Madson 6.29.15

CDWI Cost Estimation Form FY16- Farmington Police Department

Total Budgeted Amount: (a) \$ 8,112.00

Highest Overtime Rate (one and a half times regular pay): (b) \$ 40.50

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

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

Amount needed for **Community Event**: (e) \$ 648.00 = (b x c) x (d)

Amount left for **Saturation Operations**: (f) \$ 7,464.00 = a - e

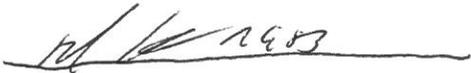
of Hours needed to conduct one operation: (g) 5

Amount needed for one operation for one officer: (h) \$ 202.50 = b x g

Number of Saturation Patrols to be done per contract: (i) 37 = f / h

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

Number of Saturation Patrols per contract money 37 = I / j

Signature 

Date 9-14-15

CDWI Cost Estimation Form FY16 - San Juan County Sheriff's Office

Total Budgeted Amount: (a) \$ 4,995.00

Highest Overtime Rate (one and a half times regular pay): (b) \$ 46.98

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

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

Amount needed for **Community Event**: (e) \$ 469.80 = (b x c) x (d)

Amount left for **Saturation Operations**: (f) \$ 4,525.20 = a - e

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

Amount needed for one operation for one officer: (h) \$ 234.90 = b x g

Number of Saturation Patrols to be done per contract: (i) 19 = f / h

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

Number of Saturation Patrols per contract money 19 = I / j

SGT. D. DOLLAR
 R256
6.13.15

Staff Summary Report

MEETING DATE: August 11, 2015
AGENDA ITEM: VIII. CONSENT AGENDA (D)
AGENDA TITLE: Appointment of 2015 New Mexico Municipal League (NMML)
Annual Conference Voting Delegates-annual Business Meeting

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

PROJECT DESCRIPTION / FACTS

- The 58th Annual NMML Conference will be held September 2nd-4th in Albuquerque, NM.
- The League has requested that each Municipality appoint a voting delegate and an alternate to participate in the Annual Business Meeting on Thursday.
- Governing Body members who plan to attend this conference are: Mayor, Sally Burbridge, Mayor Pro-Tem, Sherri Sipe, and Commissioner Sheri Rogers.
- It is recommended that Mayor Pro-Tem Sipe be appointed as the voting delegate and Commissioner Sheri Rogers be appointed the alternate.

Note: The league has requested that the attached memo be returned to them by August 23rd.

SUPPORT DOCUMENTS: Memo from the New Mexico Municipal League

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Mayor Pro-Tem Sherri Sipe as the Voting Delegate and Commissioner, Sheri Rogers as the Alternate Voting Delegate for the 2016 Annual New Mexico Municipal League Business Meeting.



MUNICIPAL CLERKS: PLEASE DISTRIBUTE COPIES TO YOUR ENTIRE GOVERNING BODY

TO: MAYORS/ GOVERNING BODY MEMBERS
FROM: William F. Fulginiti, Executive Director
SUBJECT: 2015 ANNUAL CONFERENCE VOTING DELEGATES
DATE: July 9, 2015

The 58th Annual Conference of the NM Municipal League will be held September 2nd through the 4th in Albuquerque.

At the Annual Business Meeting on Thursday, September 3rd, a President Elect, Vice President, Treasurer and three Directors-at-Large (2-Year Term) will be elected. Also, the *Annual Statement of Municipal Policy* and *Annual Conference Resolutions* will be adopted.

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

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

Please place the selection of a Voting Delegate and Alternate on the agenda of your next official governing body meeting. **The Voting Delegate and Alternate must be persons planning to attend the Conference.** Once they are selected, enter the names and titles of the Voting Delegate and Alternate for your municipality and **return this form to the League Office no later than Friday, August 21, 2015.**

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

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

.....

Municipality: City of Aztec

Voting Delegate: Sherri Sipe Title: Mayor Pro-Tem

Alternate: Sheri Rogers Title: Commissioner

Approved By: _____

RETURN BY OR BEFORE AUGUST 21, 2015 to:

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

Staff Summary Report

MEETING DATE: August 11, 2015
AGENDA ITEM: VIII. CONSENT (E)
AGENDA TITLE: New Mexico Aging and Long-Term Services Department Agreements

ACTION REQUESTED BY: Kathy Lamb
ACTION REQUESTED: Approval
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The New Mexico Laws of 2014 included legislative funding through the sale general obligations bonds to the New Mexico Aging and Long-Term Services Department for various improvements to senior centers throughout the state including the Aztec Senior Center.
- The amount of funding is \$94,600, requires no city match of funds, and must be fully expended prior to June 2017.
- The funds are specifically identified specifically for the Aztec Senior Center for the purchase of 2 home meal delivery vehicles, ceiling fans in main room, replacement of all florescent fixtures, and miscellaneous improvements (flooring & paint) in senior activity room, stage and store room.

PROCUREMENT / PURCHASING

- Purchases will adhere to established state and city procurement requirements.

FISCAL INPUT / FINANCE DEPARTMENT

- The FY16 Adopted Annual Budget, General Fund, Senior/Community Center includes the necessary budgets for the agreements.

SUPPORT DOCUMENTS: Grant Agreements (will be provided prior to meeting)

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve New Mexico Aging and Long-Term Services Department Agreements

Staff Summary Report

MEETING DATE: August 11, 2015
AGENDA ITEM: VIII. CONSENT AGENDA (F)
AGENDA TITLE: City Manager Employment Agreement

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

PROJECT DESCRIPTION / FACTS (Leading Department)

Please find attached a copy of the City Manager's employment agreement for FY16. The agreement includes a XXXXX pay increase for the fiscal year.

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

SUPPORT DOCUMENTS: City Manager Employment Agreement Provided at Meeting

DEPARTMENT'S RECOMMENDED MOTION: Move to approve the City Manager employment agreement for Fiscal Year 2016.

EMPLOYMENT AGREEMENT

THIS INDENTURE made and entered into this 11th day of August, 2015 by and between the **City of Aztec**, Aztec New Mexico, a municipal corporation, hereinafter referred to as "Employer" and **Joshua W. Ray**, hereinafter referred to as "Employee"

WITNESSETH:

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

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

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

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

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

Section 1. Duties.

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

Section 2. Term.

- A. The effective date of employment shall be **11 August 2015**. Employee agrees to remain in the exclusive employ of the City of Aztec until June 20, 2016, and neither to accept other employment nor to become employed by any other employer without prior Commission approval. Duties of City Manager shall take precedence over any other employment until said termination date, unless said termination date is affected as hereinafter provided.
- B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Commission to terminate the services of the Employee at any time, with or without cause, subject only to the provisions set forth in Section 4, paragraphs A, 8 and C, of this agreement.
- C. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position, subject only to the provision set forth in Section 4, paragraph E, of this agreement.

Section 3. Compensation.

- A. The Employer agrees to pay the Employee an annual base salary of one hundred seven thousand three hundred seven dollars (\$) for the period June 22, 2015 through June 20, 2016 plus those benefits as provided for in this agreement.
- B. The Employer agrees to pay the Employee an annual vehicle allowance of eight thousand forty five dollars (\$8,045) for the period of July 1, 2015 thru June 30, 2016 plus any mileage reimbursement as provided in this agreement.

Section 4. Termination and Severance Pay.

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

Section 5. Professional Membership.

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

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

Section 6. Performance Evaluation.

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

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

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

Section 7. Hours of Work.

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

Section 8. Vehicle Allowance

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

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

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

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

Section 9. Fringe Benefits and other Expenses.

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

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

Section 10. Residency.

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

Section 11. Indemnification.

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

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

Section 12: Bonding

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

Section 13. General Provisions.

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

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

CITY OF AZTEC

By _____
Sally Burbridge, Mayor

By _____
Joshua W. Ray, Employee

ATTESTED

By _____
Karla Saylor, City Clerk

APPROVED AS TO FORM

By _____
Larry T. Thrower, City Attorney

Staff Summary Report

MEETING DATE: August 11, 2015
AGENDA ITEM: VIII. CONSENT AGENDA (G)
AGENDA TITLE: Resolution 2015-962 Night Depository Services with Citizens Bank

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

PROJECT DESCRIPTION / FACTS

The commission approved Resolution 2012-903 authorizing night depositor services with Citizens Bank in December 2012.

It is necessary, in the ordinary course of business, to update the resolution for those services periodically. Due to a change in personnel within the Finance Department, Amanda Walker has been added as an individual who could pick up deposits on behalf of the City.

SUPPORT DOCUMENTS: Resolution 2015-962
Night Depository Services Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2015-962 Night Depository Services with Citizens Bank

RESOLUTION 2015-962

Resolution for Night Depository Services with Citizens Bank

I, the undersigned, hereby certify to the Citizens Bank that I am the Mayor of the City of Aztec, a municipal corporation duly organized and existing under the laws of the State of New Mexico; that the following is a true copy of preambles and resolutions duly adopted by the City Commission of the City of Aztec at a meeting duly held on the 11th day of August 2015 at which a quorum was present, and that such resolution have not been rescinded or modified.

WHEREAS, the City of Aztec is desirous of availing itself of the privilege of using the Night Depository Service furnished by Citizens Bank; and

WHEREAS, such service is rendered gratuitously by the bank and is available only to the depositors that are willing to assume certain risks;

NOW, THEREFORE, BE IT RESOLVED that the Finance Director is hereby authorized and directed to execute and deliver to the Citizens Bank as agreement in the form and tenor as set forth on the Night Depository Service Agreement, and

FURTHER RESOLVED, that the Finance Director is hereby authorized to designate from time to time the officers and employees who are empowered to act as agents or representatives of the City of Aztec under the foregoing agreement and the City Clerk is hereby directed to certify to said Bank the names of the agents or representatives so designated, and changes in such designations, and said Bank shall be fully protected in relying on such certifications of the City Clerk and shall be indemnified and saved harmless from any claims, demands, expenses, loss or damage resulting from, or growing out of, honoring the signature and instruction of any agent or representative so certified, or refusing to honor the signature or instruction of one not so certified; and

FURTHER RESOLVED, that the foregoing resolutions shall remain in full force and effect until written notice of their amendment or rescission shall have been received by said Bank, and that receipt of such notice shall not affect any action taken by the Bank prior thereto; and

FURTHER RESOLVED, that the City Clerk be and hereby is, authorized and directed to certify to said Citizens Bank the foregoing resolutions and that the provisions thereof are in conformity with the Municipal Code of the City of Aztec.

I further certify that there is no provision in the Municipal Code of the City of Aztec limiting the power of the City Commission to pass the foregoing resolutions and that the same are in conformity with the provision of said Municipal Code.

I further certify that the following are the names and signatures of the persons designated to act as agents and representatives of the City of Aztec pursuant to the foregoing resolutions;

Accredited Representatives:

Signatures:

Cheryl Franklin

Kris Farmer

Amanda Walker

Passed, Adopted and Approved this 11th day of August 2015.

SALLY BURBRIDGE, MAYOR

SEAL:

ATTEST:

KARLA SAYLER, CITY CLERK

Staff Summary Report

MEETING DATE: August 11, 2015
AGENDA ITEM: VIII. CONSENT AGENDA (H)
AGENDA TITLE: Resolution 2015-963 Surplus

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

PROJECT DESCRIPTION / FACTS

- On going inventory of items currently stored in containers at the airport. Several items have been identified as not being identified and approved by Commission as surplus. .
- The Finance Department is requesting to submit the items for public auction through the Public Surplus website.
- If the items are not sold they will be donated or disposed of according to Statute Section 3-54-2 and Procurement Statute 13-6-1. Disposition of obsolete, worn-out or unusable tangible personal property.

FISCAL INPUT / FINANCE DEPARTMENT

- Revenues from auction to be applied to General Fund / Joint Utility Fund

SUPPORT DOCUMENTS: Resolution 2015-963
Surplus List

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2015-963 Declaring Certain Municipal Property Not Essential For Municipal Purpose and Directing It Be Sold or Disposed.

CITY OF AZTEC RESOLUTION 2015-963

A RESOLUTION DECLARING CERTAIN MUNICIPAL PROPERTY NOT ESSENTIAL FOR MUNICIPAL PURPOSE AND DIRECTING IT BE SOLD, OR IF THE PROPERTY HAS NO VALUE, DONATE THE PROPERTY TO ANY ORGANIZATION DESCRIBED IN SECTION 501(c)3 OF THE INTERNAL REVENUE CODE OF 1986 OR DISPOSED.

WHEREAS, Sections 3-54-2 and 13-6-1 of NMSA, 1978 Compilation authorizes municipalities to sell personal property which is not essential for a municipal purpose or if the property has no value, donate the property to any organization described in Section 501(c)3 of the Internal Revenue Code of 1986; and

WHEREAS, the City of Aztec owns certain personal property which is obsolete and/or surplus and no longer needed or useful to the City; and

WHEREAS, the Governing Body wishes to declare this property not essential for a municipal purpose so that it can be sold or donated according to statute.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY of the City of Aztec, New Mexico that the personal property below described which is owned by the City is surplus and not essential for a municipal purpose.

PASSED, APPROVED AND SIGNED this 11th day of August, 2015.

MAYOR SALLY BURBRIDGE

ATTEST:

CITY CLERK KARLA SAYLER

City of Aztec Surplus
Resolution 2015-963

Department	Item/Model	Serial Number	Condition	Reason for Surplus	Location
IT	Dell 17" Monitors (6) Lot 30, 31, 32, 33, 34, 35	CN-05E532-47803-454-CK6V CN-05E532-47803-454-CKBP CN-05E532-47803-454-CK6R CN-05E532-47803-454-CKZU CN-05E532-47803-454-CK6T CN-05E532-47803-454-CKBR	Poor	Obsolete	Airport (Zircon Container)
Visitor Center	HON Office Chair Lot 28		Good	Not Used	
Unknown	Office Desk Chair Lot 6		Poor	Not Used	
Unknown	Office Desk Chair Lot 7		Fair	Not Used	
City Clerk	Book Case Lot 44		Poor	Not Used	
Courts	Steel Bookcases (2) Lot 53 & 54		Fair	Not Used	
Unknown	Chair Lot 55		Fair	Not Used	
IT	Keyboards (3) Lot 50		Poor	Obsolete	
IT	Keyboard Trays (2) Lot 25, 26		Good	Not Used	
Unknown	HON 2 Drawer Letter Size File Cabinet Lot 38		Poor	Not Used	
Unknown	Portable Metal Cabinet Lot 3		Fair	Not Used	

Lot 6



Lot 3



Lot 25 & 26



Lot 7



Lot 38



Lots 30, 31, 32, 33, 34, 35



Lot 28



Lot 53 & 54



Lot 50



Lot 55



Lot 44



Staff Summary Report

MEETING DATE: August 11, 2015
AGENDA ITEM: VIII. CONSENT AGENDA (I)
AGENDA TITLE: San Juan County Pole Attachment Agreement.

ACTION REQUESTED BY: Ken George , Electric Director
ACTION REQUESTED: Approve Pole attachment agreement with San Juan County.
SUMMARY BY: Ken George

PROJECT DESCRIPTION / FACTS

San Juan County would like to attach fiber optic cable to six power poles owned by the City of Aztec in order to connect the main IT center located on Oliver Drive to other County owned buildings throughout San Juan County. The most reasonable approach for the County to achieve their goal is to attach to City of Aztec poles on the West end of our City limits.

The City Attorney has read and finds the agreement legally acceptable. (KBG)

FISCAL INPUT / FINANCE DEPARTMENT

There would be a onetime fee of \$500.00 (five hundred dollars) payable to the City of Aztec for a 10 year agreement. (KBG)

SUPPORT DOCUMENTS: See attached agreement

DEPARTMENT'S RECOMMENDED MOTION: Move To Approve, Pole Attachment Agreement Between San Juan County And The City Of Aztec

THE THROWER LAW FIRM, P.C.

LARRY T. THROWER

411 N. AUBURN
FARMINGTON, NEW MEXICO 87401
TELEPHONE (505) 325-6810
FACSIMILE (505) 325-6167

August 5, 2015

Ken George
City of Aztec Electric Director
201 W. Chaco
Aztec, NM 87410

RE: Joint Use Pole Attachment Agreement

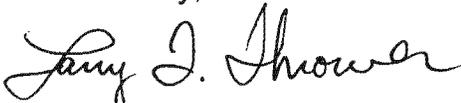
Ken:

Pursuant to your request, I have reviewed the above referenced Agreement with the proposed changes made by San Juan County Deputy County Attorney Joe Sawyer.

I am fine with the County's removal of the liability and indemnification language from former Section 10 and 11 of the Agreement. The remaining language in Section 10 makes it clear that the County is still responsible for "any and all loss for such damage caused by LICENSEE or by any of its employees."

Based upon the above, I find the Agreement to be legally sufficient. The revised original Agreement is returned herewith for presentation to the Aztec City Commission.

Sincerely,


Larry T. Thrower

LTT:at

Keith Johns
Chairman

Scott Eckstein
Chairman Pro Tem

Wallace Charley
Member

Jack Fortner
Member

Margaret McDaniel
Member



Douglas A. Echols
County Attorney

Joseph F. Sawyer
Deputy County Attorney

100 South Oliver Drive
Aztec, New Mexico 87410-2432
Phone: (505) 334-9481 Fax: (505) 334-3168
www.sjcounty.net

July 23, 2015

Ken George
City of Aztec Electric Director
201 W. Chaco
Aztec, NM 87410

Re: Joint Use Pole Attachment License Agreement

Dear Mr. George:

Enclosed please find the Joint Use Pole Attachment License Agreement executed by San Juan County. I have also enclosed a redline copy of the agreement so that you or Mr. Thrower can see the changes we have made. As we discussed, the County is prohibited from entering into indemnification clauses so we have removed Section 11. In addition, I have deleted the umbrella insurance language from Section 10.4(4) since our insurance provider was unclear on what he was supposed to insure. We think you are covered by the next paragraph (Section 10.4, now 10.3) which states that the Licensor shall be named an additional insured with respect to bodily injury and property damage insurance. Finally, I have also removed Section 10.2 which released the City from any liability for damaging our attachments, regardless of the reason. If that is not acceptable, maybe we can agree to some alternative language that is not so broad.

Thank you for your patience in this matter and I look forward to hearing back from you.

Sincerely,

Joseph F. Sawyer

cc: Keith Lund, IT Director, San Juan County
Kristi Galloway, Risk Manager, San Juan County

Enc. as stated

**CITY OF AZTEC
JOINT USE POLE ATTACHMENT LICENSE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____ 2015 ("Effective Date") by and between the CITY OF AZTEC, (hereinafter referred to as "LICENSOR"), and San Juan County, New Mexico (hereinafter referred to as "LICENSEE"),

Reciprocal Agreement

Any occupancy by the City of Aztec on the facilities of San Juan County shall be governed by the terms and conditions of this Agreement as though the City of Aztec was the Licensee and was the Licensor.

Whereas, Licensee desires to place its fiber optic cables, related appliances and equipment for fiber optic cable, (hereinafter collectively called "attachments") on LICENSOR's specified distribution utility poles, (hereinafter collectively called "poles"); and

Whereas, Licensor is willing to permit said attachments to its poles solely for the purpose of permitting LICENSEE to provide for its own communication and data service(s) as in compliance with local, state, or federal law, and where such attachments will not interfere with its own core use, subject to the terms and provisions hereinafter set forth.

Now, Therefore, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

In Witness Whereof, this Agreement has been executed by duly authorized representatives of the Parties.

CITY OF AZTEC (LICENSOR)

SAN JUAN COUNTY (LICENSEE)

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

SECTION 1. Scope of Agreement.

1. Subject to compliance with the terms of this Agreement, LICENSOR agrees to issue to LICENSEE a revocable, nonexclusive license authorizing LICENSEE to place its attachments on LICENSOR's poles. Said license includes the right for the continued placement and maintenance of LICENSEE's attachments previously authorized by LICENSOR.
2. No use of LICENSOR's poles or payment of any fees or charges required under this Agreement shall vest in LICENSEE any property rights in said poles, but LICENSEE shall have a mere license. LICENSOR is not required to construct, retain, extend, place or maintain any poles or other facilities not needed for its own service requirements, and LICENSOR reserves the right to exclude from LICENSEE's use any pole(s).
3. LICENSEE acknowledges that LICENSOR has heretofore entered into, or may in the future enter into, arrangements or agreements with others not party to this Agreement regarding the joint use or rental of poles covered by their Agreement. Therefore, any application made under the terms of this Agreement and any permit granted shall be subject to such joint use or rental agreements or arrangements.
4. When a party to this Agreement enters into a license Agreement with a third party concerning use of the Joint Pole(s) it owns, it shall require the attachments of such third party to comply to substantially the same requirements as set forth in this Agreement.
5. The party owning the Joint Pole(s) shall require such third party to compensate Licensor and Licensee for reasonable costs incurred in rearranging any of their attachments necessary to provide clearance, as required in this Agreement, for such third party's installation upon the Joint Pole(s).
6. In no situation, shall any third party's modification or attachment to any joint pole encumber, obstruct, or impede the maintenance, removal for installation, or permanent removal of any of the other parties' existing attachments.

SECTION 2. Term of Agreement.

1. The term of the Pole attachment license agreement granted hereunder shall be for an initial term of ten (10) years, commencing upon the Effective date of the Pole attachment license agreement, unless the Pole attachment license agreement is renewed or is lawfully terminated in accordance with the terms of this Pole attachment license agreement.

2. Upon termination of this Agreement in accordance with any of its terms, LICENSEE shall immediately remove its attachments from all poles of LICENSOR. If not so removed within one hundred twenty (120) days or a negotiated signed agreement extending the time longer than 120 days, all lines, equipment and attachments shall become the property of the LICENSOR and may be removed by LICENSOR, at the expense of LICENSEE, and LICENSOR shall be free from any liability from removing or disposing of them.

SECTION 3. Fees And Charges

LICENSEE shall pay for each occupied pole according to the schedule set forth below:

- (1) A onetime fee of \$500 for years 1 through 10 of this agreement.

SECTION 4. Application for Permit and Notification of Attachments.

1. Before making attachment to any of LICENSOR's poles, LICENSEE shall make application to LICENSOR specifying the location of each pole on the form attached as Exhibit A. Within thirty (30) days after receipt of the application, LICENSOR shall return to LICENSEE said application indicating there on whether or not it is willing to permit the joint use of poles, and if so, under what conditions. Notwithstanding the foregoing, LICENSEE shall not be required to make application for attachments previously authorized by LICENSOR. The application requirement will be waived for new customer service drops added to poles on which Licensee already has an authorized attachment provided the LICENSEE has left efficient climbing and / or aerial basket approach space on the alley or road side of the pole or structure. In instances where a service drop is the initial attachment on Licensor's pole, Licensee shall make application to Licensor within 14 days of such attachment.
2. LICENSOR shall have the sole right to determine the availability of such poles for joint use and shall be under no obligation to grant permission for LICENSEE's use of the poles. LICENSEE shall have the right to occupy the space allotted by LICENSOR under the conditions and in accordance with the terms of this Agreement. Upon receipt of LICENSOR's approval for the attachment, the payment shall be the applicable annual per pole sum calculated under SECTION III, paragraph (a) above.
3. After making attachment to poles of LICENSOR, LICENSEE shall notify LICENSOR of the location of each attachment and any changes to the original application as set forth on the Notification of Attachment by LICENSEE Form attached as Exhibit B.

4. LICENSEE shall be in compliance with any applicable ordinances, rules, regulations and laws presently in effect or that hereafter may be adopted or enacted by LICENSOR'S Municipal or State legislative body.

SECTION 5. Specifications.

LICENSEE's attachments on LICENSOR's poles shall be placed and maintained in accordance with provisions of the edition of the National Electrical Safety Code, and all subsequent amendments or revisions of said code, and in compliance with any applicable rules, orders, regulations, ordinances and laws now in effect or that hereafter may be adopted or enacted by LICENSOR's municipal legislative body, the New Mexico Public Regulatory Commission, any Federal, State, local or other governmental agency, or other authority having jurisdiction, and the reasonable rules and practices of LICENSOR set forth in this Agreement. Changes in rules and practices shall not be retroactive to those attachments that were placed prior to the change that met the rules and practices in effect at the time. Those attachments placed prior to changes in rules shall be brought into to compliance at the time of their replacement, relocation, or rearrangement.

SECTION 6. Placing and Maintaining Attachments

1. LICENSEE shall, at its own expense, place and maintain its attachments in safe condition and thorough repair, so as not to conflict with the use of poles by LICENSOR for its core utility service (power transmission and delivery, fiber communications and municipal telephone), or other users, or interfere with the construction, operation, maintenance or removal of facilities thereon. LICENSEE shall take all necessary precautions, by the installation of protective equipment or other means, to protect all persons and property against injury or damages occurring by reason of LICENSEE's attachments on LICENSOR's poles.
2. LICENSEE shall within thirty (30) days, at its own expense, upon notice from LICENSOR, relocate, replace or renew its attachments placed on the poles, and transfer them to substitute poles, or perform any other work in connection with the facilities that may be reasonably required by LICENSOR for its core service needs. In the event that third-party joint pole users not subject to this Agreement whose attachments are located above Licensee's shall have equipment attached to Licensor's poles, Licensee's thirty (30) day period to transfer its Attachments shall not commence until Licensee receives notice from Licensor that the third-party attachments above Licensee have been moved In the case of an emergency, LICENSOR may arrange to relocate, replace or renew the attachments placed on the poles by LICENSEE, transfer them to substituted poles, or perform other work in connection with the attachments that may be required in the maintenance, removal, replacement or relocation of its poles, the

attachments to the poles, or the core service needs of LICENSOR. LICENSEE shall, on demand, reimburse LICENSOR for the expenses incurred.

3. LICENSEE shall not place any additional equipment or change the position of any of its attachments upon any pole used by it hereunder without first making application therefore and receiving LICENSOR's approval so to do, all as prescribed in Section 4 hereof.
4. LICENSEE shall remove, relocate or place underground its facilities at its own expense if the LICENSOR removes or replaces an existing overhead line underground. In the instance the LICENSOR is replacing existing overhead facility(s) underground as a municipal beautification or enhancement project, LICENSOR shall notify LICENSEE a minimum of 120 days prior to project start and supply trenching and install conduit for the Licensee's trunk line and or fiber facilities under the direction of the Licensee's local engineer or systems planner.

SECTION 7. Alterations for Licensee's Attachments.

1. In the event that any pole of LICENSOR to which LICENSEE desires to make attachments, in the judgment of LICENSOR, requires rearrangement to support, or accommodate the additional attachments of LICENSEE, LICENSOR shall indicate on Exhibit A the changes it believes are necessary to provide adequate pole space and the estimated cost to LICENSEE. LICENSEE agrees to pay LICENSOR the cost of replacing any pole that is inadequate to accommodate LICENSEE's attachments, as well as the cost of transferring attachments from the old to the replacement poles. LICENSEE also agrees to pay LICENSOR the cost of rearranging attachments on an existing pole to accommodate LICENSEE's attachments, including the cost of strengthening or guying. LICENSEE shall pay LICENSOR upon the completion of the replacement of inadequate poles or rearrangement of its facilities, as billed by the LICENSOR. LICENSEE also agrees to pay the owner or owners of other attachments on said poles the cost of transferring or rearranging such attachments to accommodate LICENSEE's attachments. LICENSEE shall agree with other owners of facilities attached to said poles as to the payment to be made to such owners.
2. In the event LICENSOR installs a new pole in its assigned service area and in order to provide space or strength to accommodate LICENSEE's attachments must install a stronger or taller pole, the cost of providing a pole of extra height or strength shall be paid by LICENSEE. Such cost shall include the difference between the cost of installing the new pole and the cost of installing a pole LICENSOR considers adequate for LICENSOR's attachments and of its other LICENSEEs. The new pole shall be the property of LICENSOR regardless of any payments by LICENSEE toward its cost and LICENSEE shall acquire no right, title or interest in such pole. The LICENSOR standard pole installed in rural areas is a 35 class 4 and a 45 class 4 in metropolitan areas.

3. Because LICENSOR provides an essential service to the public, it reserves the right to make periodic inspections of LICENSEE's attachments to make certain that there is no impairment to its ability to provide electricity or fiber communications to its customers and LICENSEE shall pay LICENSOR the reasonable costs of such inspections. If such inspection finds that any of LICENSEE's attachments do not conform to the requirements, specifications, rules, and regulations specified herein, subject to the provisions of the following sentence. LICENSOR shall not make such inspections more often than once every three years and upon notice to LICENSEE unless, in LICENSOR's judgment, such inspections are required for reasons involving safety, maintenance of service or where LICENSOR reasonably believes LICENSEE is violating the terms of this Agreement. The making of such inspections or the failure to do so shall not relieve LICENSEE of any responsibility, obligation or liability assumed under this Agreement.
4. If LICENSEE's attachments are found on a pole for which no permit has been obtained, LICENSOR may (1) impose a charge of \$1,150.00 (one thousand one hundred fifty dollars) as condition to such attachment(s) remaining on the pole, or (2) require LICENSEE to remove such attachments within 30 days written notice. If LICENSEE fails to pay the charge or to remove the attachments, LICENSOR may remove the attachments and the expense of removal shall be borne by LICENSEE. For the purpose of determining the charge for an unauthorized attachment; An attachment in the field that is one NOT listed on an Exhibit (A) filed with the City of Aztec.

SECTION 8. Licensor's Rights and Service Responsibilities.

LICENSOR reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such a manner as will best enable it to fulfill its own core service requirements and responsibilities. LICENSOR shall not be liable to LICENSEE for any interruption to service of LICENSEE or for interference with the operation of the attachments of LICENSEE arising in any manner out of the use of LICENSOR's poles. Nothing in this Agreement shall be construed to obligate LICENSOR to grant LICENSEE permission to use any particular pole or poles, and whenever LICENSOR notifies LICENSEE in writing to remove its attachments from LICENSOR's pole or poles, the LICENSEE shall within one-hundred twenty (120) days after the date of such notice, remove its attachments from said pole or poles.

SECTION 9. Rights-Of-Way and Permits for Licensee's Attachments.

1. Nothing in this Agreement shall be construed as a warranty or guarantee of permission from owners of private property, municipal or other governmental authorities, or other users, for LICENSEE to place or maintain its attachments upon the poles of LICENSOR. LICENSEE shall secure any required consents, permits or other appropriate authorization from such owners, users, or governmental authorities. and shall furnish to LICENSOR evidence of the procurement of such authorizations with Exhibit 'A' application and permit.
2. Upon notice from LICENSOR to LICENSEE that the use of any pole is forbidden by municipal authorities or property owners, the permit covering the use of such pole shall immediately terminate and LICENSEE's attachments shall be removed immediately at the expense of LICENSEE.

SECTION 10. Liability and Damage Responsibilities.

1. LICENSEE shall exercise all reasonable precautions to avoid damage to facilities of LICENSOR and other authorized users of LICENSOR's poles and hereby assumes all responsibility for any and all loss for such damage caused by the LICENSEE or by any of its employees.

~~2. LICENSEE hereby releases and discharges the LICENSOR from any and all liability for loss of or damage to the attachments of LICENSEE and for any detrimental effect upon, interruption to or failure of the service rendered by LICENSEE whether or not due in whole or in part to any act and / or omission of LICENSOR or any of its representatives, agents, or employees.~~

3.2. Throughout the term of this Agreement, LICENSEE shall maintain in full force and effect with a carrier or carriers selected by LICENSEE the following insurance:

- (1) Worker's compensation insurance in compliance with the laws of the State of New Mexico;
- (2) Bodily injury liability insurance, with limits of not less than \$500,000 as to any one person and \$1,000,000 as to any one accident or occurrence; and
- (3) Property damage liability insurance with limits of not less than \$500,000 for damage to the property of any one person and \$500,000 for each accident or occurrence.

~~(4) An umbrella policy in favor of the LICENSOR in the amount of \$1,000,000.~~

~~4.3. The insurance described above also shall provide contractual liability coverage with respect to liability assumed by LICENSEE under Section 11. The~~

LICENSOR shall be named as an additional insured with respect to bodily injury and property damage insurance. LICENSEE shall submit to LICENSOR certificates by each insurance carrier addressed to LICENSOR showing the effectiveness of insurance in accordance with this Agreement and containing a provision that the insurance carrier will not cancel or change any policy of insurance issued pursuant to this Agreement except by written notice to LICENSOR served by certified mail stating the effective date of the cancellation or change, which effective date of cancellation or change shall not be less than thirty (30) days after receipt of such notice by LICENSOR.

SECTION 11. Indemnification.

- ~~1. LICENSEE agrees to indemnify and save harmless LICENSOR, its representatives, agents, employees, successors and assigns, against and from any and all claims, demands, causes of action, damages, liabilities, costs (including without limitation reasonable attorneys' fees) and expenses, directly or indirectly resulting from or caused by:
 - ~~(1) The installation maintenance, use or removal of LICENSEE's equipment, including without limitation, those based upon LICENSEE's failure to secure any required consents, permits or authorization from the owners of private property, other users, or governmental authorities to maintain its attachments on LICENSOR's poles;~~
 - ~~(2) Any act, omission, or negligence of LICENSEE, or any of its representative, agents or employees;~~
 - ~~(3) Any detrimental effect upon, interruption, discontinuance, or interference with LICENSEE's service occasioned by any action by LICENSOR or any other user.~~~~
- ~~2. The above and foregoing indemnities shall apply with respect to any and all claims, demands, causes of action, damages, liabilities, costs and expenses, except to the extent caused by the negligence of LICENSOR or any of its representatives, agents or employees.~~
- ~~3. LICENSEE shall, upon demand and at its own risk and expense, defend any and all such suits, actions or other legal proceedings which may be brought or instituted against LICENSOR, its successors or assigns, on any such claim, demand, or cause of action; and shall pay and satisfy any judgment or decree which may be rendered against LICENSOR, its successors or assigns.~~
- ~~4. LICENSOR shall promptly notify LICENSEE in writing of any claim under this Section 11 and shall cooperate with LICENSEE with respect to the settlement and/or defense of or to such claims.~~

SECTION 112. Removal of Licensee's Attachments.

1. LICENSOR reserves the right, without liability to LICENSEE or its customers, to discontinue the use of, remove, replace or change the location of any of its poles regardless of LICENSEE's use of said poles and LICENSEE shall at its sole cost and within one-hundred twenty (120) days after written notice by LICENSOR, remove its attachments as shall be required by LICENSOR.
2. Upon notice from LICENSOR to LICENSEE that the use of any pole or poles by LICENSEE is unauthorized or illegal, the permit insofar as it covers the use of such pole or poles shall immediately terminate and LICENSEE shall remove its attachments from such pole or poles.
3. LICENSEE may at any time remove its attachments from any pole or poles of LICENSOR, but shall immediately give LICENSOR written notice of such removal in the form of the attached Exhibit C.

SECTION 123. Assignment of Rights.

1. LICENSEE shall not assign, sell, lease or in any manner transfer any of the rights granted to it by this Agreement, without prior consent in writing of LICENSOR. The attempted assignment, transfer, lease or sale by LICENSEE of any of the rights hereby granted without written consent of LICENSOR shall constitute a breach of this Agreement by LICENSEE, subject to the remedies set forth in Section 14. Notwithstanding anything to the contrary herein, LICENSEE may assign this Agreement without the necessity of obtaining LICENSOR'S consent, to any person acquiring all or substantially all of LICENSEE'S assets or stock; provided that such assignee has been duly authorized by the City of Aztec to provide the services described hereunder and provided further that LICENSEE shall notify LICENSOR in writing, within thirty (30) days of such assignment.
2. The terms and provisions of this Agreement shall be binding upon and extend to and inure to the benefit of the successors, assigns and contractors and/or subcontractors of the LICENSEE.

SECTION 134. Defaults and Remedies.

1. If LICENSEE fails to comply with any of the provisions of this Agreement or is in default in any of its obligations under this Agreement and shall fail thirty (30) days after written notice from LICENSOR to notify LICENSOR of its intention to comply with such provisions and/or correct such default and if LICENSEE fails to correct such default or noncompliance within sixty (60) days after said notice by

the LICENSOR to the LICENSEE, LICENSOR may, at its option, terminate this Agreement or terminate the permit covering the pole or poles as to which such default or noncompliance shall have occurred. Notwithstanding the foregoing, in such cases where a default cannot be cured within the specified period by the exercise of diligent, commercially reasonable efforts, Licensee shall have an additional sixty (60) days within which to cure the default, giving Licensee a total of one-hundred twenty (120) days from the date that Licensor provides its notice of default .In the event that LICENSOR terminates this Agreement, in writing and in its entirety, LICENSEE shall have one hundred twenty (120) days within which to remove its attachments, and in the event that LICENSEE does not remove its attachments within said period LICENSOR may do so, the removal cost to be borne, in any event by LICENSEE or the attachments and infrastructure become property of LICENSOR,

2. The rights and privileges by LICENSEE hereby granted shall not pass to any trustee, receiver, or assignee for the benefit of creditors of LICENSEE or be otherwise transferable by operation of law. This Agreement shall terminate, at LICENSOR's election, in the event of the liquidation or involuntary dissolution of LICENSEE, or in the event LICENSEE is adjudicated as bankrupt or insolvent, or if a receiver for LICENSEE's property is appointed and such receiver is not discharged or such appointment revoked within thirty (30) days after the date of the appointment of such receiver. LICENSOR may terminate this Agreement by thirty (30) days written notice to LICENSEE upon the happening of any one or more of the following events, to- wit:

- (1) The making by LICENSOR of any assignment for the benefit of creditors;
- (2) The taking of any action for the voluntary dissolution of LICENSEE; or
- (3) The filing by LICENSEE of a voluntary petition in bankruptcy; or
- (4) The appointment of a receiver for the LICENSEE.

3. All rights and remedies hereby enumerated shall be cumulative and the enumeration of specific rights and remedies shall not preclude the exercise or prosecution of any other right or remedy afforded by law, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

| **SECTION 145. Enforcement.**

Failure by LICENSOR to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any terms or conditions.

SECTION 156. Rights of Other Users.

This Agreement shall not be construed as affecting the rights or privileges previously conferred by LICENSOR, by contract or otherwise, to others not parties to this Agreement, to use any poles covered by this Agreement; and LICENSOR shall have the right to continue and extend such rights and privileges. This Agreement shall not be construed as affecting or limiting the rights of LICENSOR to make other and additional contracts with other persons, firms, or corporations for the joint use or rental of LICENSOR's poles and facilities.

SECTION 167. Payment of Statements.

Statements for expenses and other charges under this Agreement, including without limitation, amounts due under Section 3, shall be paid within forty-five (45) days after presentation. Nonpayment of statements shall constitute a default of this Agreement if not paid within ten (10) days after written notice of such nonpayment by LICENSOR to LICENSEE and/or the guarantor herein.

SECTION 178. Identification of Licensee's Employees.

In furtherance of the purpose of the laws, rules and regulations relating to sabotage, espionage and subversive activities, LICENSEE shall identify each of its employees and agents accessing LICENSOR's poles and will require its contractors to have suitable means of identification as to their employees, who will have occasion to perform work on or about LICENSOR's poles, wires and other facilities.

SECTION 189. Force Majeure.

Neither LICENSOR nor LICENSEE shall be liable for any delay or failure to perform its obligations under this Agreement, other than the payment of money, in the event of a Force Majeure occurrence. Force Majeure as used herein, shall include, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemy's; absence of necessary orders and permits of any kind which have been properly applied for; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; sabotage; injunction; blight; famine; blockade; quarantine; or any other similar cause or event not reasonably within the control of the party claiming the Force Majeure.

SECTION 19~~20~~. Prevention and Satisfaction of Liens.

LICENSEE agrees that no lien shall attach to the property of the LICENSOR. LICENSEE, its subcontractors and the servants, agents and employees of LICENSEE and its subcontractors shall not file, assert or prosecute any mechanic's or material man's liens against LICENSOR or its property. LICENSEE, its subcontractors and the servants, agents and employees of LICENSEE and its subcontractors also shall not permit any mechanic's or material man's liens to be filed, assigned or prosecuted against LICENSOR or its property.

SECTION 20~~1~~. Notices.

Any notices required or permitted pursuant to this Agreement shall be given by registered or certified mail with return receipt requested, addressed to:

City of Aztec (attention Electric Director)
201 West Chaco
Aztec, NM 87410

and to LICENSEE at (with a copy to):

San Juan County, New Mexico
Att; County ~~Manager~~Executive Officer
100 S Oliver
Aztec, New Mexico 87410

Either party may by written notice at any time and from time to time designate a different address to which notices shall subsequently be transmitted to it.

SECTION 21~~2~~. Contracting.

The LICENSEE shall, as soon as practical after the execution of this Agreement, notify the LICENSOR in writing of the names of any contractors or subcontractors which the LICENSEE proposes for any or various portions of the work to be performed in attaching LICENSEE's attachments to LICENSOR's poles. The LICENSEE shall be fully responsible under the provisions of Section 10 to LICENSOR for the acts or omissions of its contractors and/or subcontractors and of the persons directly or indirectly employed by them.

SECTION 22~~3~~. Licensee's Compliance with Ordinances, Laws, Rules and Regulations.

The LICENSEE in the performance of its service and in exercising the rights granted under any license issued to the LICENSEE by the LICENSOR under this Agreement shall at all times comply with all applicable ordinances, laws, rules and regulations of any and all governmental authorities having jurisdiction in the premises and shall exercise such rights for lawful communication purposes only.

EXHIBIT A
Permit Application and Permit

TO: City of Aztec
Attention: Electric Director
201 West Chaco
Aztec, NM 87410

In accordance with the terms of the Pole Attachment License Agreement, dated July 1, 2015 San Juan County, NM hereby applies for a permit to make attachments to the poles identified below. San Juan County, NM has obtained all necessary consents or permits from private property owners and governmental authorities in accordance with Section 9 of the Pole Attachment License Agreement.

Location: Aztec Blvd
Street Name(s)

Total Poles Attached: Six (6)

Pole IDs: 1211, 1205, 1204, 1177, 1176, 1089

Permit granted July 1, 2015, place the above described attachment(s) on the identified pole(s), subject to LICENSEE's acceptance of any changes or rearrangements detailed on the attached sheet, at an estimated cost of \$500.00 (Five Hundred Dollars) for LICENSOR's rearrangements. Acceptance should be indicated on this form and returned to LICENSOR within sixty (60) days from the date hereof, failing which the permission hereby granted shall automatically be revoked.

CITY OF AZTEC (LICENSOR)

By: Ken George

Title: Electric Director

The above-mentioned changes and rearrangements are accepted by the LICENSEE on _____, _____, and the costs thereof will be paid to LICENSOR in accordance with Section 6 of the Pole Attachment License Agreement.

SAN JUAN COUNTY (LICENSEE)

By: _____

Title: County Executive Officer

EXHIBIT B
Notification of Attachment by Licensee

TO: City of Aztec
Attention: Electric Director
201 West Chaco
Aztec, NM 87410

In accordance with the terms of Pole Attachment License Agreement, dated July 1, 2015, pole attachment information is shown below:

Location: Aztec Blvd
(Street Name)

Total Poles Attached: Six (6)

SAN JUAN COUNTY (LICENSEE)

By: _____

Title: County Executive Officer

Notice SJC-1-2015 acknowledged on July 1, 2015 by:

CITY OF AZTEC (LICENSOR)

By: Ken George

Title: Electric Director

EXHIBIT C
Notification of Removal by Licensee

TO: City of Aztec
Attention: Electric Director
201 West Chaco
Aztec, NM 87410

In accordance with the terms of Pole Attachment License Agreement, dated _____, 20____ please cancel the Permit for the following pole(s) from which attachment(s) were removed on _____, 20_____.

Location: _____
(Street Name)

Total Poles Discontinued: _____

SAN JUAN COUNTY (LICENSEE)

By: _____

Title: _____

Notice acknowledged _____, 20__ by:

CITY OF AZTEC (LICENSOR)

By: _____

Title: _____

Staff Summary Report

MEETING DATE:	August 11, 2015
AGENDA ITEM:	XII. BUSINESS ITEMS (A)
AGENDA TITLE:	Intent to Adopt Ordinance 2015-445 Amending of Article I, Section 17.1 of Chapter 17-Personnel

ACTION REQUESTED BY:	Human Resources
ACTION REQUESTED:	Approve Intent to Adopt Ordinance 2015-445 Amending of Article I, Section 17.1 of Chapter 17-Personnel
SUMMARY BY:	Karla Sayler

PROJECT DESCRIPTION / FACTS

- Commission last approved changes to the Personnel Policy in 2014.
- The current Personnel Policy required clarification with Sections 2, 3, 4, 5, 6, 10, 12, and 14 (see attached list of changes for details).

SUPPORT DOCUMENTS:	<ul style="list-style-type: none">• Ordinance 2015-445• Changes to Personnel Policy
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DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Intent to Adopt Ordinance 2015-445 Amending of Article I, Section 17.1 of Chapter 17-Personnel

PROPOSED PERSONNEL POLICY CHANGES in RED

SECTION 2. RECRUITMENT AND SELECTION

2.3 Postings

When a request to fill a vacancy has been reviewed by the Personnel Administrator approved by the City Manager and/or the Finance Director, the vacancy shall be filled as outlined below.

Note: *Police personnel shall be responsible for establishing the hiring and testing process for all police officers.*

1. Internal Posting. The vacancy shall be posted internally as an opening for City of Aztec employees for consideration. The opening will be announced through the City's internal e-mail system and will remain open for three (3) days. A copy of the Job Description will be available at City Hall. City Employees will need to complete a City of Aztec Job Application and submit it to the Human Resource Department (from AR 2014-040). ~~A full job description shall be available at City Hall or in the Human Resources Department. A letter of interest describing full qualifications of the position shall be required by any current employee applying.~~

2.7 Internal Applicants

All existing employees, including part-time and seasonal employees who meet the minimum job requirements, qualifications, and education, shall be subject to the same tests as external applicants. An applicant's current supervisor may be contacted to verify performance, skills, and attendance. The ~~Personnel Administrator~~ Department Head may also review the personnel file.

Employees who are on disciplinary probation or suspension shall not be eligible to apply for posted jobs.

2.16 Internship Program (from AR 2015-43)

1. Purpose. As part of an outreach and educational program, departments may find themselves in need of developing an internship program. The internship program is to provide a student with practical experience that could assist the student in their academics and pursuit of a career in public service. The student is expected to both learn from and contribute to this employment opportunity.
2. Eligibility. The internship position will be subject to the following eligibility requirements:
 - 1) Student is a continuing high school or college student; and
 - 2) Student must have a 2.5 GPA or higher; and
 - 3) Demonstrate that the work study is applicable to their education (through a letter of recommendation from a dean or teacher which clearly states a beneficial aspect of the work study to the student's curriculum).
 - 4) Wages for interns working a curriculum-related project must be justified by the Department Head, reviewed by the Personnel Director with approval by Finance Director and the City Manager.

5) Interns being paid to work on City-generated projects or activities will be paid according to an approved student wage schedule.

3. Procedures. The internship position will be subject to the following procedure requirements:

- 1) All internship positions shall be posted to the web site and/or advertised in the local newspaper and/or school system;
- 2) Applications will be accepted by all candidates that meet the *Eligibility* qualification;
- 3) The intern shall be treated as a temporary, part-time or full-time employee as specified in Section 3.2.5;
- 4) Employment is per semester, not to exceed two (2) semesters (budget allowing).

2.8 Rejection of Application

An applicant may not be considered for hire for the following reasons:

1. Has deliberately falsified an application or resume. (Current employees who violate this section shall be subject to disciplinary action, up to and including termination).
2. Is unable to perform the essential function of the position, with or without reasonable accommodations.
3. Has failed to pass a pre-employment background check (includes driving record check, **finger printing, and/or any other State or Federal checks**).

SECTION 3. CATEGORIES OF EMPLOYMENT

3.2 Categories

Scheduled work week is defined as Sunday through Saturday.

1. Full-Time Regular. A full-time employee, who is scheduled to work forty (40) hours per seven-day period, [forty-three (43) hours per seven-day period for police officers] shall be entitled to all employee benefits subject to terms, conditions and limitations of each benefit program.
2. Full-Time Temporary. A full-time temporary employee, who is scheduled to work forty (40) hours per seven-day period. Full-time temporary employees are hired for a period of less than ~~nine (9)~~ **six (6)** months, and shall not be eligible for employee benefits.
3. Part-Time Regular. A part-time employee, who is scheduled to work less than forty (40) hours, but twenty (20) hours or more per seven-day period in a regular budgeted position, shall be entitled to all employee benefits subject to terms, conditions, and limitations of each benefit program on a pro-rata basis.
4. Part-Time Regular -19/hrs or less. An employee, who is scheduled to work 19 hours or less per seven-day period, shall not be eligible for employee benefits other than those mandated by law.

5. Part-Time Temporary. A temporary employee, who is scheduled to work less than forty (40) hours per seven-day period. Part-time temporary employees are hired for a period less than ~~nine (9)~~ six (6) months, and shall not be eligible for employee benefits other than those mandated by law.
6. Seasonal. A full-time or part-time employee, hired to work during a particular season, whose employment ends with the season, shall not be eligible for employee benefits other than those mandated by law.
7. Acting Employee. An employee assigned to temporarily assume the duties of a vacant position. An employee normally assumes the acting duties in addition to performance of his/her usual duties. However, an employee may be assigned by the City Manager to perform duties in a position not related to his/her regular duties.
8. Youth Employee. A student hired to work temporarily shall not be eligible for employee benefits, other than those mandated by law.
9. Elected/Appointed Officials. Salary and benefits determined by current State law and/or City Code.

SECTION 4. COMPENSATION AND BENEFITS

4.10 Eligibility for Overtime Pay

FLSA non-exempt employees shall become eligible to be compensated monetarily at one and one-half (1½) times for all actual hours worked in excess of forty (40) hours during a regularly scheduled seven-day work week (43 hours per 7-day period for police officers). Listed are examples of when an employee shall be compensated for overtime and when an employee shall not be compensated:

1. Occasional periods when no work is performed due to vacation leave or sick leave, the leave shall not be calculated as time worked during that pay period.
2. Those employees who work less than forty (40) hours per week shall be compensated at straight time.
3. Overtime pay for FLSA exempt employees is not required for those employees who work more than forty (40) hours per 7-day period.
4. Employees called for an emergency or during a holiday week shall be compensated for all hours physically worked at straight time up to forty (40) hours within a forty (40) hour pay week and one and one-half (1-½) times monetarily for additional hours worked greater than forty (40) hours in a pay week.
5. Non-exempt employees required to work a **recognized** holiday shall be paid **double straight** time.

6. Police Officers working shift schedules shall be given additional vacation time as outlined in the Administrative regulation.
7. Part-time seasonal and temporary personnel working less than forty (40) hours per week shall receive straight time unless hours worked in a 7-day period exceed forty (40) hours; then they shall be compensated at one and one-half (1½) times for actual hours worked.

4.14 Holiday Pay Procedure

~~On those dates designated by the City Manager, all regular employees shall be eligible for holiday pay equal to their regularly scheduled work day with the following provisions:~~

The following days are recognized by the City on the calendar date that it occurs:

- New Years Day (January 1)
- Easter Sunday
- Memorial Day (Last Monday of May)
- Independence Day (July 4th)
- Labor Day (First Monday in September)
- Thanksgiving (Last Thursday of November)
- Christmas (December 25)

City offices will be closed on these recognized days and employees will use available accrued leave for that day. Employees without available leave will not be compensated for those days and will record the day as Leave Without Pay. Employees required to work those days will be paid straight time.

1. If an employee is using vacation for a designated holiday and is called in to work, the compensation is the full number of vacation hours for the recognized holiday plus the hours worked.
4. ~~If a paid holiday occurs while an employee is away on annual leave, the employee's supervisor shall account for that day as a holiday on the employee's time sheet.~~
5. ~~If a holiday occurs on a day when an employee is scheduled to work and is not at work due to illness, that day shall not be deducted from the employee's sick leave accrual, but shall be charged as a holiday. A physician's return to work may be required by the Supervisor.~~
6. ~~If an employee is sick the day before or the day after a paid holiday, a physician's return to work may be required by the Supervisor.~~
7. ~~Holiday hours physically worked by non-exempt employees (except police officers) shall be paid at double time.~~
8. ~~On-call employees called to service on a holiday shall be paid at double straight time.~~
9. ~~Non-exempt employees whose normal scheduled day off falls on a paid holiday shall not be compensated for the holiday.~~

- ~~10. At the discretion of the City Manager approval of time off (maximum 4 hours ½ day) may be given to employees on the day prior to Thanksgiving and Christmas, and other holidays as announced by the City Manager. Such approval is not meant to create a right in regards to early out time off being granted during holidays; it is provided for direction and clarification for who shall receive time off and how time shall be recorded.~~

Reporting to Work on Holidays-

- ~~1. All public safety positions must report to work as scheduled.~~
- ~~2. Any employee as deemed necessary by the City Manager and/or Department Head must work if there is an essential need.~~

Recording Time Procedures-

- ~~1. All full-time, part-time employees regularly scheduled to work on a Holiday shall record the hours on their time card as Leave with Pay hours worked.~~
- ~~2. All full-time, part-time employees who have scheduled vacation shall record the hours on their time card as Vacation.~~
- ~~3. All full-time, part-time employees who may be sick on a Holiday which they were scheduled to work shall record the hours on their time card as a Sick Day.~~
- ~~4. Any part-time employee who is scheduled to work from noon on in which employees have been released early by the City Manager, shall record the hours on their time card as Leave with Pay.~~
- ~~5. Any other time recording situations that have not been addressed in this regulation shall be discussed with and approved by City Manager prior to recording.~~

SECTION 5. LEAVE AND HOLIDAYS

5.5 Annual (Vacation) Leave Maximum Accrual Allowance

No more than 360 hours of Annual Leave shall be accumulated for any city employee, with the exception of certified police officers, who may be allowed to accumulate 440 hours.

When an employee terminates for any reason, the employee shall be paid for all accrued annual leave only if employee has completed his/her initial six (6) month probationary period.

5.6 Annual (Vacation) Leave Payout

The purpose of vacation payout is to reduce the long term liability to the City and taxpayers associated with employee accrued leaves. It is the policy of the City to recognize employee service through the availability of vacation based on years of continuous employment to regular employees who are eligible for city benefits (as defined in City of Aztec Personnel Policy, [Section 3.2 Categories of Employment](#)). Vacation payout is available to all regular employees under the following provisions:

Vacation payout is subject to budgetary constraints as determined by the City Manager and Finance Director and may not be funded on an annual basis.

Employees who have a minimum of ~~80~~ 100 hours vacation available as of October 15th of the current year, may at their option, sell back vacation hours to the City as follows:

Vacations Hours Available	Vacation Hours Buy Out
80 hours	10 hours
150 hours	20 hours
200 hours	30 hours
250 hours	forty (40) hours

Written notification of intent to sell vacation hours must be provided to the Finance Department between the dates of October 25th and November 10th. If insufficient vacation hours are available to the employee at the time of payout, the hours requested for payout may be reduced or eliminated. The employee needs to consider future vacation plans prior to a vacation payout request to avoid insufficient time available for a planned vacation.

Vacation payout will be processed with the pay date immediately preceding Thanksgiving (fourth Thursday in November) and is subject to deductions required by law.

5.7 Personal Day

One regularly scheduled day is provided as an additional benefit. A request for the personal day must be approved in advance. The personal day shall not carry over to the next calendar year.

All full-time and part-time regular employees shall be eligible for the personal day ~~after six (6) months of employment~~ immediately upon employment. When an employee terminates for any reason, the employee shall be paid for the accrued personal day ~~if employee has completed his/her initial six (6) months of employment.~~

5.9 Sick Leave

5. Patterns of use; i.e., after pay day, using the same day of the week repeatedly, the day before or after **recognized** holidays, the day before or after annual leave, or the day before or after weekends.

11. In extenuating circumstance, an employee may use his/her accrued sick leave to care for members of his/her **immediate** family inside or outside the hospital, and/or during surgery when recommended by the Supervisor and approved by City Manager. **Immediate** family members are defined as follows: spouse, son, daughter, mother, father, brother, sister, grandparent, grandchild, step-parent, step-child, step-sibling, foster/adoptive child, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, **or domestic partner.**

~~12. For domestic partners, a Domestic Partnership Affidavit form must be completed which demonstrates residency has been for twelve (12) or more months.~~

5.11 Sick Leave Payout

Employees who have accumulated Sick Leave in excess of 480 hours, as of April 30th of the current year (no exceptions) may at their option sell back hours to the City with the following provision:

1. Written notification of intent to sell Sick Leave must be given to the Finance Department between the dates May 1 through May 15. Payout shall be processed with the first pay date in June. Maximum Sick Leave that may be sold back to the City in any given calendar year shall be ~~eighty (80)~~ forty (40) hours.
2. Due to budgetary constraints the selling of Sick Leave can cease at any time as deemed necessary by the City Manager and the Finance Director.

5.14 Donation and Sick Leave Special Request

1. Donation. City employees will be allowed to donate vacation, professional, personal leave or comp time to another employee's sick leave at any time. This donation is for the benefit of those employees with minimal or no sick leave time accrued and are in need of time off for sick leave. There is a 20 hour minimum and no maximum on hours that can be donated. The time can be used for sick leave only and can be donated to any City Employee whether Full Time or Part Time. (from AR 2013-037)
2. Sick Leave Request.
 - 1) City employees will be allowed to donate vacation / professional leave / personal day / ~~comp time~~ to another employee's sick leave. The person requesting the special Sick Leave does not have to be a member of the Sick Leave Bank, however all other avenues of sick leave have to be exhausted before making the special request.
 - 2) All City employees will have access to this provision (including non benefit and part-time employees).
 - 3) The donation of time will be straight hour for hour; there will be no conversion of hourly pay scale to hourly pay scale.
 - 4) Human Resources will generate an email that states "A City employee is in need of (insert number) number of hours. Please respond if you would like to donate vacation hours to this employee."
 - 5) Once the number of hours requested by the individual, Human Resources will then generate an email stating "The number of hours requested has been fulfilled for this employee. Thank you for your donation. No additional hours are needed at this time."

5.19 Leave Without Pay Status

This classification, hereinafter referred to as LWOP, may be awarded voluntarily or involuntarily for a variety of reasons.

1. Involuntary LWOP - Employees are usually assigned to this status for disciplinary reasons as a result of employee misconduct. In those cases LWOP status assumes the form of

suspension from duty without pay for a specific period of time. In every case involuntary LWOP status is initiated by the Supervisor and approved by the City Manager.

2. Voluntary LWOP - LWOP may be approved only when all other leave has been exhausted. This type of leave may be requested by employees for a variety of reasons not covered under the Family and Medical Leave Act. Approval of LWOP is discretionary on a case-by-case basis. Each request shall be considered in terms of work load, staffing levels, business necessity, availability of personnel, timeliness, and other job-related factors.
3. Reinstatement from Involuntary LWOP Status - Reinstatement will be made only if a vacant position exists for which the employee who was on LWOP, qualifies. The City Manager shall make the final determination concerning reinstatement based on suitability, budgetary constraints, staffing levels, and other related factors.
4. Continuation of Certain Benefits during LWOP Status - The following shall apply when an employee is on LWOP for one full pay period or longer. The Supervisor is charged with the responsibility of making sure that employees receive information on what happens to their benefits during that period. The employee may continue as a member of the Employee Health Care Plan in accordance with the provisions of the applicable insurance contract by paying both his/her share and the City's share. If the LWOP status is due to medical disability, as defined by the Family Medical Leave, the employee may continue to be covered under the City's group insurance by paying his/her portion of the benefit. All other contributions such as accrual of Sick and Annual Leave, ~~Holiday Pay~~, contributions to PERA and all other kinds of paid leave are forfeited during the period of LWOP.

5.21 Holidays

~~Regular full-time, regular part-time and probationary employees shall be paid for the time that they are regularly scheduled to work for up to ten (10) scheduled holidays as determined by the City Manager. The City Manager shall post the holidays for the calendar year no later than January 1 each year.~~

1. ~~In lieu of holiday pay, regular full time and part time employees will accrue additional vacation time instead of holiday pay. Employees will be required to use available leave on recognized holidays or time will be Leave Without Pay. Hours are available for use after six months of employment. The amount of vacation time accrued will be based on years of service as defined in 5.4~~

~~0-4 years:~~

~~Bi-weekly rate 3.8464% x 80 hrs = 3.08 (3.08 + 3.8462 = 6.9262 bi-weekly hours accrued)~~

~~5-14 years:~~

~~Bi-weekly rate 5.7693% x 80 hrs = 4.62 (4.62 + 3.8462 = 8.4662 bi-weekly hours accrued)~~

~~15+ years:~~

~~Bi-weekly rate 7.6928% x 80 hrs = 6.154 (6.154 + 3.8462 = 10.00 bi-weekly hours accrued)~~

~~Maximum accrual of total vacation hours are defined in 5.5~~

2. ~~Police Officers working shift schedules shall be given additional vacation time instead of holiday pay. The amount of vacation time accrued will be based on years of service as~~

~~outlined in the personnel handbook plus an additional 3.8462 hours bi-weekly. This equates to the following when an officer works a regularly scheduled pay period (80 hours):~~

~~0-4 years:~~

~~Bi-weekly rate 3.8464% x 80 hrs = 3.08 (3.08 + 3.8462 = 6.9262 bi-weekly hours accrued)~~

~~5-14 years:~~

~~Bi-weekly rate 5.7693% x 80 hrs = 4.62 (4.62 + 3.8462 = 8.4662 bi-weekly hours accrued)~~

~~15+ years:~~

~~Bi-weekly rate 7.6928% x 80 hrs = 6.154 (6.154 + 3.8462 = 10.00 bi-weekly hours accrued)~~

5.23 Leave Requests

Each eligible employee must submit a request in advance of the time he/she elects to be absent from regular duties. Exceptions may be made in cases of illness, accident, or emergency. These exceptions require the employee to complete the leave request within the pay period or upon return to work.

Requests for leave do not guarantee that the request will be approved. Supervisors shall consider each request on a case-by-case basis. Approval shall be considered in terms of workload, staffing levels, and availability of personnel, timeliness, and other job-related factors. Leave requests shall be approved by Supervisor.

~~Exempt employees that plan to take leave less than half of their regularly scheduled work day do not need to submit a formal leave request unless they do not work a total of the 40 hours required to work in the work week. However, the exempt employee shall formally request leave through email, phone, text message or in person and complete the appropriate documentation on their time card upon return. (from AR 2013-36)~~

5.24 Inclement Weather Leave

It is the policy of the City of Aztec to remain open and conduct normal city business in all kinds of weather, unless the City Manager and/or Chief of Police determine conditions are so severe that travel is prohibited.

In the event of inclement weather that decreases the safety of our streets and roads, the City will operate under a delayed schedule:

1. If the City school system delays classes for 2 hours – City offices will **open at 10:00 am.** ~~operate on a 3-hour delay.~~
2. If City school system closes for the day – City offices will ~~operate on a 3-hour delay~~ **open at 10:00 am.** The decision to close city offices will be determined by City Manager and/or Police Chief. This decision is based entirely upon the concern for the overall safety of employees.
3. Any employee may come to work before City offices are open to the public, however employees are asked to use their best judgment in determining the safest route.

4. Department Heads may allow employees to report to work at different times due to weather conditions at and near his/her home, however department heads are responsible for the daily functions of the department.
5. All essential staff must report to work taking extra precautions when driving. Essential staff include; Police, Public Works, Electric and any other department that is deemed essential by the City Manager.

The City Manager will make the official call by 6:00 am (for 10 hr days) and 7:00 am (for 8 hr days). The City Manager will text all department heads.

Department heads are responsible for establishing notification procedures within their respective departments and advising employees of city delays or closings.

5.26 City Manager Discretionary Early Leave

At the discretion of the City Manager, additional hours may be provided to employees to attend city events, Employee Association functions, and/or paid holiday observance. These hours are at the discretion of the City Manager and is not time employees should plan on receiving. If the hours are provided by the City Manager, employees scheduled to work those hours would record the hours not worked as Leave With Pay. Employees not working the day of discretionary leave (regular day off, vacation, sick, etc.) do not benefit from the discretionary leave.

SECTION 6. DISCIPLINARY ACTION AND TERMINATIONS

6.2 Grounds for Disciplinary Actions

Addition of the following to the list:

28. Violation of the City of Aztec Procurement Policy, established procurement procedures, and/or Chapter 13 Public Purchases and Property NMSA 1978

SECTION 10. DEFINITIONS

Children and/or Pets at Work

The City discourages employees from bringing their children and/or pets to work during their regularly scheduled work hours. However, certain circumstances may arise that would necessitate the need for special arrangements. In that case, the employee shall obtain approval from the Department Head or Supervisor.

SECTION 12. CITY VEHICLE POLICY

12.1 City Vehicle Use

Addition of the following:

13. Minimum age to drive a City vehicle is 18 years old and must have a valid driver's license with no restrictions and an acceptable motor vehicle record.

SECTION 14. DRUG AND ALCOHOL POLICY

14.3 Definitions

Confidentiality

The results of any drug or alcohol test shall be strictly confidential and shall not be disclosed without the prior written approval of the employee tested unless otherwise required by law. However, nothing in this paragraph will prohibit the lab, the MRO, or testing facility from releasing information relevant to an employee's test results to the authorized City of Aztec personnel. Additionally, only those persons authorized and those directly involved in the decision making process related to the tested employee will obtain any drug or alcohol testing information retained by The City of Aztec. There may be some instances where overriding public health or safety concerns may require the release of information otherwise considered confidential.

Pay Day

The normal payday shall be every other Thursday when City is on a 4/10 schedule, otherwise payday shall be every other Friday (26 pay periods per year). If payday falls on a **bank** holiday, payday shall be the previous business day. Applicable federal, state and local income taxes, as well as Federal Social Security taxes are withheld from each paycheck. The City reserves the right to obey all laws that pertain to paychecks including garnishments. Checks may be released early, but only in cases of emergency, and only after approval by the Supervisor. Report a lost check to Supervisor immediately.

**City of Aztec
ORDINANCE 2015-445**

Amendment of Article I, Section 17.1 of Chapter 17 - Personnel

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF AZTEC:

SECTION ONE

Sec. 17-1. Personnel Policy.

The document entitled "City of Aztec Personnel Policy, Revised September, 2015" is adopted by reference.

SECTION TWO

Effective Date.

This Ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED, APPROVED AND ADOPTED This ____ Day of _____, 2015.

Sally Burbridge, Mayor

ATTEST:

Karla Saylor, City Clerk

APPROVED AS TO FORM:

Larry T. Thrower, City Attorney

Advertised Date

Effective Date