

A G E N D A
City of Aztec
CITY COMMISSION MEETING
March 8, 2016
201 W. Chaco, City Hall
6:00 p.m.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. ELECTION RESULTS OF MARCH 4, 2014

A. Official Results Report of Regular Municipal Election of March 1, 2016

VI. COMMISSIONERS OATH OF OFFICE

A. The Honorable Judge Karen Townsend will Administer the Oath of Office for New Commissioners

VII. COMMISSION ORGANIZATIONAL MEETING

A. Elections of Mayor and Mayor Pro-Tem.....Commissioners
B. Appointments of Commissioners to Boards/Committees.....Commissioners

VIII. AGENDA APPROVAL

IX. CITIZEN RECOGNITION

X. EMPLOYEE RECOGNITION

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

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

XI. CONSENT AGENDA

- A. Commission Meeting Minutes, February 23, 2016
- B. Travel
- C. Western Area Power Authority Metering Point Memorandum of Agreement
- D. Resolution 2016-990 Application For Municipal Arterial Program (MAP) Funds for Fiscal Year 2017
- E. Letter of Intent Application For Local Government Road Program Funds
- F. Youth Conservation Corps Service Agreement
- G. Law Enforcement Protection Fund Grant
- H. Hills Pet Nutrition Food Shelter and Love Program
- I. Bid 2013-385 Carter Pest Control Agreement Renewal
- J. RFP 2014-230 City Attorney Contract Renewal

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"

XII. ITEMS FROM CONSENT AGENDA

XIII. CITIZENS INPUT (3 Minutes Maximum)

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

XIV. BUSINESS ITEMS

- A. Southside Water Users Agreement

XV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XVI. DEPARTMENT REPORTS

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

XVII. 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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Staff Summary Report

MEETING DATE:	March 08, 2016
AGENDA ITEM:	V. ELECTION RESULTS OF MARCH 1, 2016
AGENDA TITLE:	Report of Regular Municipal Election Official Results of March 1, 2016

ACTION REQUESTED BY:	Karla Sayler, City Clerk
ACTION REQUESTED:	No Action Required
SUMMARY BY:	Karla Sayler

PROJECT DESCRIPTION / FACTS

- State Statute 3-8-53 states that no later than noon on the third day after the election, the results of the election shall be canvassed.
- The results of the Regular Municipal Election held on March 1, 2016 were canvassed on March 4, 2016 with canvassing board consisting of The Honorable Judge Karen Townsend and Karla Sayler, City Clerk.
- The support documents for the official results will be handed to Commission at the Commission Meeting on March 08, 2016.

SUPPORT DOCUMENTS:	1) Certification of Election 2) Canvass Return Sheet
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DEPARTMENT'S RECOMMENDED MOTION: None required.

For District #3 City Commissioner

Michael L. Forrest	57 Votes
Beth F. McClure	88 Votes
Sherri A. Sipe	286 Votes

For Municipal Judge

Carlton P. Gray	342 Votes
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I further certify that the results of the Canvass of Returns of such Regular Municipal Election held in the City of Aztec two Commissioners to serve four year terms on the City Commission of said City; and one Municipal Judge to serve a four year term, are as set forth in the foregoing abstract of said election returns as made to me, as aforesaid, and I do hereby declare and certify that at said election the following named persons were duly elected to the respective offices set opposite their respective names, to wit:

For Commissioners

Commissioner for a four year term:	Austin Raymond Randall
Commissioner for a four year term:	Sherri A. Sipe
Municipal Judge for a four year term:	Carlton P. Gray

Canvassing Board Signatures:

Judge Karen Townsend/Date

Karla H. Sayler City Clerk/Date

CANVASS

RETURN SHEET
FOR THE CITY OF AZTEC
REGULAR MUNICIPAL ELECTION OF MARCH 1, 2016

Aztec City Hall

Votes cast on Machine (Election Day) (AAFEBDW0083)	279
Votes cast on Absentee Machine (in person) (AAFEBEC0024)	149
Votes cast on Machine Absentee (through mail) (AAFEBDW0136)	4
TOTAL NUMBER OF VOTES CAST:	<u>432</u>

We the undersigned, certify the above and foregoing is a correct canvass of returns of the election held at the time and place indicated above.

Witness our signatures this 4th day of **March, 2016**:

Judge Karen Townsend / Date

Karla H. Sayler, Municipal Clerk / Date

Staff Summary Report

MEETING DATE:	March 08, 2016
AGENDA ITEM:	VII. COMMISSION ORGANIZATIONAL MEETING (A)
AGENDA TITLE:	Election of Mayor and Election of Mayor Pro-Tem

ACTION REQUESTED BY:	Commission and Staff
ACTION REQUESTED:	Election of Mayor and Election of Mayor Pro-Tem
SUMMARY BY:	Karla Sayler, City Clerk

PROJECT DESCRIPTION / FACTS

- As required in State Statute 3-8-33-H the newly elected officials of the governing body who have taken office, the elected officials of the governing body whose terms have not expired and the elected officials of the governing body whose successors have not taken office shall meet not earlier than the sixth day after the election or later than the twenty-first day after the election for an organizational meeting. Such a meeting may be a special meeting or a regular meeting of the governing body.
- During this meeting the Commission will nominate and elect a Mayor and Mayor Pro-Tem

SUPPORT DOCUMENTS: None

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve To Elect a Mayor and Mayor Pro-Tem

Staff Summary Report

MEETING DATE: March 08, 2016

AGENDA ITEM: **VII. ORGANIZATIONAL MEETING (B)**

AGENDA TITLE: Appointments of Commissioners to Boards/Committees

ACTION REQUESTED BY: Commission and Staff

ACTION REQUESTED: Appointment of Commissioners to Boards/Committees, **No Motion Necessary**

SUMMARY BY: Karla Sayler, City Clerk

PROJECT DESCRIPTION / FACTS

- During this meeting the Commission will discuss and determine appointments to various Boards.
- Please review attached lists

Although neither the San Juan Water Commission nor Metropolitan Planning Organization are Boards developed by the Aztec City Commission a commissioner may be appointed to these boards.

SUPPORT DOCUMENTS: Various Board/Committee Lists

DEPARTMENT'S RECOMMENDED MOTION: No Motion Necessary



LIBRARY ADVISORY BOARD

(Revised NOV 2015)



**Meetings Held 1st Wednesday of Odd Numbered Months
(January, March, May, July, September, November)
at 5:30 P.M., at the Library**

Position #1 - President 01-2013 to 12-2016	Helen Root	May <u>NOT</u> hold one more term.
Position #2 – Vice President 03-2012 to 12-2015	Charles Combs	May hold one more term
Position #3 - Member 10-2015 to 12-2019	Pamela Madson	May hold one more term.
Position #4 - Member 02-2012 to 01-2016	Lynne Spence	May <u>NOT</u> hold one more term.
Position #5 - Member 05-2012 to 05-2016	Ellen Jensen	May <u>NOT</u> hold one more term.
Library Director	Katherine Skinner	
Commission Representative	Roberta Locke	

Regular meetings are on the first Wednesday of each odd numbered month, normally at 5:30 pm. Location as appropriate, but normally at the new library meeting room, or staff meeting room. Reminder notes/calls are sent out on a Saturday/Sunday prior to a meeting. Reminder notes/calls are sent out on a Saturday/Sunday prior to a meeting. A term is four years; after two consecutive four year terms, it is required that two years elapse prior to taking office on the Board again.



ECONOMIC DEVELOPMENT ADVISORY BOARD

(Revised November, 2015)



Meetings held on the 3rd Thursday of every month at 8:00 a.m. at Aztec City
Commission Chambers, 201 W. Chaco St.

**Chairman -
Member At Large**

John Faverino
3 E Energy Services
Owner

**Vice-Chairman -
Member At Large**

Kim Preston
Retired

**Member -
Financial Community**

Vivian Giles
Citizens Bank
Manager

**Member -
Aztec Chamber of Commerce**

Theresa Bailey
Microtel
Manager

**Member -
Four Corners Economic
Development**

Christa Romme'
4CED – Four Corners Economic Development
Marketing Coordinator

City Staff Representative

Bil Homka
City of Aztec
Community Development Director

Commission Representative

Mayor Pro-Tem Sherri Sipe
City of Aztec
Commissioner



AIRPORT ADVISORY BOARD

(Revised March, 2014)



**Meetings Held 1st Monday of the Last Month of Each Quarter at 6:00 pm
Aztec Commission Room, 201 W. Chaco**

Chair
(March 2014)

Doug Beery

Vice Chair
(March 2015)

Bob Holgate

Member
(March 2013)

Kevin Simpson

Member
(March 2013)

Kevin Neville

Member
(March 2012)

Pete Nadon

D & M Representative

Vacant

Commission Representative
(March 2014)

Sheri Rogers

City Representative
(March 2012)

Angela Watkins (coordinator)



LODGERS' TAX ADVISORY BOARD

(Revised October, 2014)



**Meetings Held January, March, May, July, September and November on the 3rd
Monday at 2:00 pm**

Chairman Member 10/2011	Larry Turk Aztec Ruins National Monument #84 CR 2900 Aztec, NM 87410 (505) 334-6174 larry_turk@nps.gov	Commission Representative	Katee McClure Commissioner
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Vice Chairman Member 07/2014	Sam Blue Ace Development	City Representatives	
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Member 04/04/2006	Michael Mehta Enchantment Lodge 1800 W Aztec Blvd Aztec, NM 87410 (505) 334-6143 mmehta9@netzero.net	City Representatives	Sherlynn Morgan City Mgr's Admin. Assistant (505) 334-7606 smorgan@aztecnm.gov
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Member 07/2014	Theresa Bailey Microtel 623 Phoenix Court Aztec, NM 87410 505-334-4014 gm@aztecmicrotel.com	City Representatives	Kathy Lamb Finance Director (505) 334-7650 klamb@aztecnm.gov
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Member 10/2011	VACANT	City Representatives	Kris Farmer Finance (505) 334-7651 kfarmer@aztecnm.gov
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	Chamber of Commerce Representative	VACANT
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CITY OF AZTEC
COMMISSION MEETING MINUTES
February 23, 2016

I. CALL TO ORDER

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

II. INVOCATION

The Invocation was led by Judge Carlton Gray

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Electric Director Ken George

IV. ROLL CALL

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

Members Absent: None

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

V. AGENDA APPROVAL

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

VI. PRESENTATION

A. FY15 Audit Acceptance

Chris Garner presented commission with the results of the 2015 audit. He reviewed the role and responsibilities of the auditors to provide reasonable assurance that the financial statements are fairly presented, the auditor's report, required communications, and the findings of the audit.

VII. CITIZEN RECOGNITION

None

VIII. EMPLOYEE RECOGNITION

Josh recognized Wallace Begay IT Director for the work on the Live Stream of Commission Meetings, also crews that worked on Main Street cleaning it up on Sunday.

IX. CONSENT AGENDA

MOVED by Commissioner Rogers, SECONDED by Mayor Pro-Tem Sipe to Approve the Consent Agenda with the exception of Item B, C & G

- A. Special Commission Meeting Minutes, January 21, 2016
- B. Commission Meeting Minutes February 9, 2016-PULLED
- C. Memorandum of Agreement with NM Environment Department-PULLED
- D. New Mexico Aviation Grant Agreement N19-16-03
- E. Acceptance of FY2015 Annual Financial Report
- F. Resolution 2016-989 Surplus
- G. Red Apple Transit Agreement-PULLED

X. ITEMS FROM CONSENT AGENDA

- B. Commission Meeting Minutes February 9, 2016

Mayor Burbidge mentioned on page 2 of Citizens Input discussion by Debby Venturella the type of sign referenced was a Banner Sign not a Sandwich Board Sign.

MOVED By Commissioner Locke, SECONDED By Commissioner McClure To Approve Commission Meeting Minutes February 9, 2016 As Amended

- C. Memorandum of Agreement with NM Environment Department

Commissioner McClure mentioned the date on the staff summary of August 15, 2015 should be August 5, 2015. She also questioned if the amount of \$158,200 will be reimbursed to the General Fund. Josh mentioned that it will go to wherever the cost was incurred.

MOVED BY Mayor Pro-Tem Sipe SECONDED By Commissioner Rogers to Approve Memorandum of Agreement with NM Environment Department

- G. Red Apple Transit Agreement

Commissioner McClure asked why the agreement took since August 2015 to get to us. Josh explained that Farmington did not send the agreement until now.

MOVED by Mayor Pro-Tem Sipe SECONDED by Commissioner Locke to Approve Red apple Transit Agreement

XI. CITIZENS INPUT

Ken Selph spoke to commission about figures on the Fiscal Year 2015 Financial Report.

XII. BUSINESS ITEMS

NONE

XIII. LAND USE HEARINGS

A. Special Use Permit for Dog Groomer and Overnight Boarding

Mayor Burbridge opened the Land Use Hearing for Special Permit for Dog Groomer and Overnight Boarding. 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.

Bil Homka, Community Development Director went over the staff summary and findings of fact on the special use permit for dog groomer and overnight boarding. He mentioned that he has not received any calls against the business. The property is zoned C-1 Commercial. Pet grooming is a permitted use in C-1 Commercial however the inclusion of the services for overnight boarding falls into the category as a kennel. In the Aztec zoning ordinance kennels are a permitted use in A-1 Agricultural or Rural Districts.

Jil Cox mentioned that this will be a grooming business that will allow pet owners to drop off animals for grooming and leave for possibly some overnight boarding for not a long period of time. She mentioned that there is a small area for dogs outside but there will be no boarding outside.

Chryl Larabee the owner of the building gave input and statistics of the building. She mentioned that the building has 8 inch concrete walls and is insulated and very sound proof also it is 25 feet wide by 150 feet long and there is room to expand the area in the back.

MOVED By Commissioner Locke, SECONDED By Mayor Pro-Tem Sipe To Approve 2016-007, An Application For A Special Use Permit To Allow A Dog Grooming Business With Minimal Boarding / Daycare As An Ancillary Service To The Grooming Customers Only For The Nine (9) Findings Of Fact Noted Above. Commissioner Locke Motioned and Mayor Pro-Tem Sipe SECONDED To Amended To Change #9 Findings Of Fact Changing To The City "Shall" Require Metrics Monitoring The Potential Of Nuisance Calls As Well As Review This SUP After The First Year Of Business

All Voted Aye: Motion Passed 5-0

XIV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

Mayor Burbridge mentioned that she has a 4CED meeting in the morning.

Mayor Pro-Tem Sipe mentioned that she attended EDAB meeting last Thursday morning. She attended the BLM meeting on Tuesday. She attended the Town Hall meeting at City Hall, and the Candidate Forums at the Community Center. She mentioned that she has a MPO meeting on Thursday. She complemented Cindy Iacovetto on the Steamers and Dreamers event.

Commissioner Rogers mentioned that she attended the County Commission Meeting.

Commissioner Locke mentioned the Ugly Lamp Auction at Crash Music on Friday. She welcomed Haley that is shadowing her as a politician.

Commissioner McClure thanked Cindy Iacovetto for the Steamers and Dreamers event and she enjoyed being a Spunky Old Broad for the second year. She mentioned that there is a website elected.org that you can sign up and share ideas with other small municipalities. She mentioned that Commissioner Locke attended an Active Shooter class.

Larry mentioned that he will be out of town February 24-26 attending a continuing education legal seminar in Albuquerque.

XV. DEPARTMENT REPORTS

Cindy gave a report on the Steamers and Dreamers event. She thanked all who volunteered. She mentioned that there will be a club to plan for the future Steamers and Dreamers event.

XVI. ADJOURNMENT

Moved by Mayor Burbridge, SECONDED by Mayor Pro-Tem Sipe to adjourn the meeting at 7:03 pm.

Sally Burbridge, Mayor

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Karla Sayler, City Clerk

DRAFT

Staff Summary Report

MEETING DATE:	March 8, 2016
AGENDA ITEM:	XI. CONSENT AGENDA (B)
AGENDA TITLE:	Travel Requests

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

PROJECT DESCRIPTION / FACTS (Leading Department)

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

FISCAL INPUT (Finance Department)

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

SUPPORT DOCUMENTS:	Travel Log March 8, 2016
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DEPARTMENT'S RECOMMENDED MOTION:	Approve Employee/Public Official Travel Requests
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**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: MARCH 08, 2016**

Dates of Travel	Department	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY16 Budget Available
03/13-18/16	Electric	2016 RMEMA Meter School Fort Collins, CO.	Yes	Yes	306.60 350.00 140.00 605.00	Meal & Gratuity Allowance Registration Estimated Cost for Fuel Lodging (Traveling w/D. Sparks)	Yes
03/13-18/16	Electric	2016 RMEMA Meter School Fort Collins, CO.	Yes	Yes	306.60 345.00 605.00	Meal & Gratuity Allowance Registration Lodging (Traveling w/A. Trujillo)	Yes
04/04-09/16	Library	Public Library Assoc. 2016 Conf. Denver, CO.	Yes	Yes	324.00 550.00 50.00	Meal & Gratuity Allowance Registration Transportation in Denver (Lodging w/family)	Yes

Staff Summary Report

MEETING DATE: March 08, 2016
AGENDA ITEM: XI. CONSENT AGENDA (C)
AGENDA TITLE: Western Area Power Authority Metering Point
Memorandum of Agreement

ACTION REQUESTED BY: Ken George, Electric Director

ACTION REQUESTED: Approval Of Memo Of Understanding (MOU) Between Farmington Electric Utility System (FEUS) And The City Of Aztec (COA) In Regards To Installation, Maintenance And Access Of The Western Area Power (WAPA), Metering Point. Approval To Allow Ken George, City Of Aztec Electric Director To Sign MOU On Behalf Of The City Of Aztec.

SUMMARY BY: Ken George, Electric Director

PROJECT DESCRIPTION / FACTS (Leading Department)

Currently the City of Aztec's purchase power is metered at an FEUS electric substation located on Falcon Bluff Road south of Aztec. The FEUS substation is being replaced with a new updated substation. The metering point for COA needs to be relocated in order to rebuild the FEUS substation. After several meetings and discussion between FEUS engineers, WAPA engineers and myself, it was determined the most effective and inexpensive place to have the metering point would be to locate the electric metering point at the COA Light Plant Substation. The MOU between FEUS and COA lays out an agreement on who is responsible for each part of the metering point and allows access for FEUS and WAPA personnel to enter the COA Light Plant Substation for maintenance, testing and repair. FEUS will own and maintain the metering point hardware, COA will allow the metering point to be placed on their premises, WAPA will own and be responsible for testing the meter itself.

Prior to the current PNM contract the WAPA metering point was located at the COA Light Plant Substation. The old metering point although used did not meet WAPA specifications and was moved to the FEUS substation in 2006. The new metering point has been designed to meet WAPA specifications and has been approved for construction by WAPA.

The City of Aztec attorney and the City of Farmington attorney have reviewed the MOU as to legal content.(KBG)

TECHNICAL INPUT (Supporting Departments)

See attached specifications and drawings.(KBG)

PROCUREMENT INPUT (If applicable, Purchasing)

The City of Aztec will not be responsible for any purchased item(s). FEUS is to cover material and labor cost.(KBG)

FISCAL INPUT (If applicable, Finance Department)

SUPPORT DOCUMENTS: See attached MOU and specifications

DEPARTMENT'S RECOMMENDED MOTION: Approve Memorandum Of Understanding titled; Western Area Power Agreement Metering Point, allowing Ken George, City of Aztec Electric Director to sign the document on behalf of the City of Aztec.

MEMORANDUM OF UNDERSTANDING
WAPA Metering Point Relocation

This Memorandum of Understanding (hereinafter “MOU”) between the City of Farmington Electric Utility System (hereinafter “FEUS”), a municipal electric utility, and City of Aztec (hereinafter “COA”), a municipal electric utility, is to confirm the intent of each party regarding the relocation of a Western Area Power Authority (hereinafter “WAPA”) Metering Point.

WHEREAS, FEUS owns and operates a 5MVA distribution substation with a 69kV WAPA metering point located at 111 Falcon Bluff Road, Aztec, New Mexico, and is called “Aztec Substation.” This substation is a transmission tap which is old, out of code, has obsolete equipment, and needs to be replaced.

WHEREAS, FEUS has determined it is more economically feasible to construct and replace its Aztec Substation with a 3-breaker ring bus, expandable to a 5-breaker ring bus, and expanding the capacity to 20MVA. The newly constructed substation will not only improve reliability for FEUS but also provide for more capacity, support growth and system improvement.

WHEREAS, currently COA owns and operates its own 69kV substation, called, for the purposes of this document, “COA Lightplant Substation”, which is served by one 69kV circuit extending from the existing Aztec Substation. The WAPA metering point is owned and operated by FEUS at the Aztec Substation, and is used to meter electrical power wheeled from PNM to COA.

WHEREAS, COA has announced its intention to build a parallel 69kV circuit to also be served from the Aztec Substation to the COA Lightplant Substation. This second line would require an additional metering point to be built in the proposed replaced Aztec Substation, thereby totaling two metering points in one substation.

WHEREAS, FEUS has determined it would be more practical, cost effective, and in the best interests of FEUS to relocate the existing WAPA metering point to the COA Lightplant Substation so that a single metering point can be used to meter the existing 69kV line, and if required, a future parallel 69kV line.

NOW, THEREFORE, FEUS and COA agree that it is in the best interests of all concerned to enter into this Memorandum of Understanding and hereby agree and exchange the following assurances:

1. **Purpose:** The purpose of this agreement is to establish the intent, roles and responsibilities of the parties and agreed upon understanding regarding maintenance, location, accessibility and terms as to the relocated WAPA metering point.
2. **Location:** The new WAPA metering point will be built, installed, and housed in COA Lightplant Substation and related control building at 402 South Lightplant Road, Aztec, New Mexico. The longitude is -108.008430 and the latitude is 36.823962.
3. **WAPA Permit:** FEUS has made application and obtained the required permitting from WAPA. The Meter Application Agreement No. is 15-RMR-2708 and is effective as of October 26, 2015.

4. **Meter Installation, Specifications, and Maintenance:**

- a. FEUS will install at its expense the WAPA-owned SEL-735 meter at COA Lightplant Substation. The meter design and installation will adhere to and meet WAPA standards and requirements. The WAPA meter will be suitable for metering the existing 69kV transmission line and, if necessary, a future 69kV transmission line built by COA.
- b. FEUS will install, and retain ownership, maintenance, replacement and financial responsibility of the instrument transformers (CTs and PTs) and associated equipment.
- c. WAPA will be responsible for maintenance and repair necessary for proper and intended operation of the meter.
- d. It is understood that construction beyond the scope of this MOU may be required to render this meter a WAPA revenue meter in place of a delivery point meter. FEUS is not obligated, in any way, to accommodate such construction.

5. **Physical Access:** It is agreed by both parties that COA qualified personnel, FEUS qualified personnel and WAPA personnel will have unrestricted access to the metering point.

6. **Electronic Access:** For the purposes of obtaining electrical demand and energy information on a "read only" basis; it is agreed by both parties that COA qualified personnel, FEUS qualified personnel and WAPA personnel as well as qualified personnel from the load serving entity, an entity determined by agreement between COA and the entity itself, will have access to the metering point.

7. **Compliance:** Both parties agree to become familiar with, abide by and meet WAPA's rules and regulations to include those outlined in the WAPA Meter Policy. Both parties further agree to immediately notify the other party of any event, action or occurrence which will require notice to WAPA or requiring WAPA's guidance in meeting guidelines, or otherwise would have an impact on the other party's ordinary course of business.

8. **Wheeling Agreements:** It is not the intent of this Memorandum of Understanding to interfere with or be in conflict with existing or future agreements in place by either party. It is understood a significant portion of the 69kV transmission between the Aztec Substation and the COA Lightplant Substation is owned by the City of Aztec. The losses incurred by this line will be addressed in a separate and updated wheeling agreement between FEUS and the City of Aztec.

9. **Term:** This MOU Agreement will begin effective on _____, 2016 and will remain in full force and effect until at such time the metering point is no longer in service and no longer used by FEUS for the intended purpose.

10. **Liability:** The City of Aztec agrees to indemnify the City of Farmington for any causes of action arising out of this contract so long as the cause of action is not due to the City of Farmington's own negligence. The City of Aztec will be responsible for all legal fees and judgments that arise out of causes of action in relation to this Memorandum of Understanding.

11. **Severability:** In the event any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that

the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

12. **Amendments:** This MOU, may be amended in writing with the consent of both parties and, if necessary, with WAPA's guidance.

13. **Assignability:** The parties shall not transfer their interests, rights and privileges granted herein without the prior written approval of all the parties.

Executed this _____ day of _____, 2016.

City of Farmington Electric Utility System

City of Aztec Electric Department

By: _____

Rodney Romero
Acting Electric Utility Director

By: _____

Kenneth B. George
Electric Director

FARMINGTON ELECTRIC UTILITY SYSTEM

FARMINGTON, NM

CITY OF AZTEC

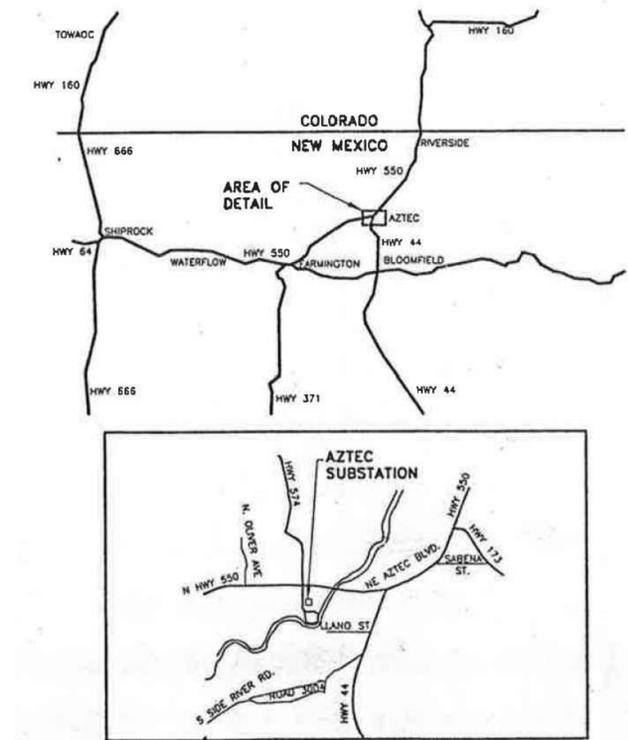
REVENUE METERING POINT

ELECTRICAL ARRANGEMENT

No.	DESCRIPTION
CA-01	BIRD'S EYE VIEW
CA-02	SITE LAYOUT & GRADING
CA-10	ELECTRICAL ARRANGEMENT
CA-11	SECTIONS REMOVAL, A, & B
CA-20	CONNECTION DETAILS
CA-26	BOLTED JOINT DETAIL & SCHEDULE
CA-30	FOUNDATION PLAN
CA-31	FOUNDATION DETAILS
CA-40	CONDUIT PLAN & SCHEDULE
CA-50	GROUNDING PLAN
CA-51	GROUNDING DETAILS

69kV REVENUE METERING DRAWINGS

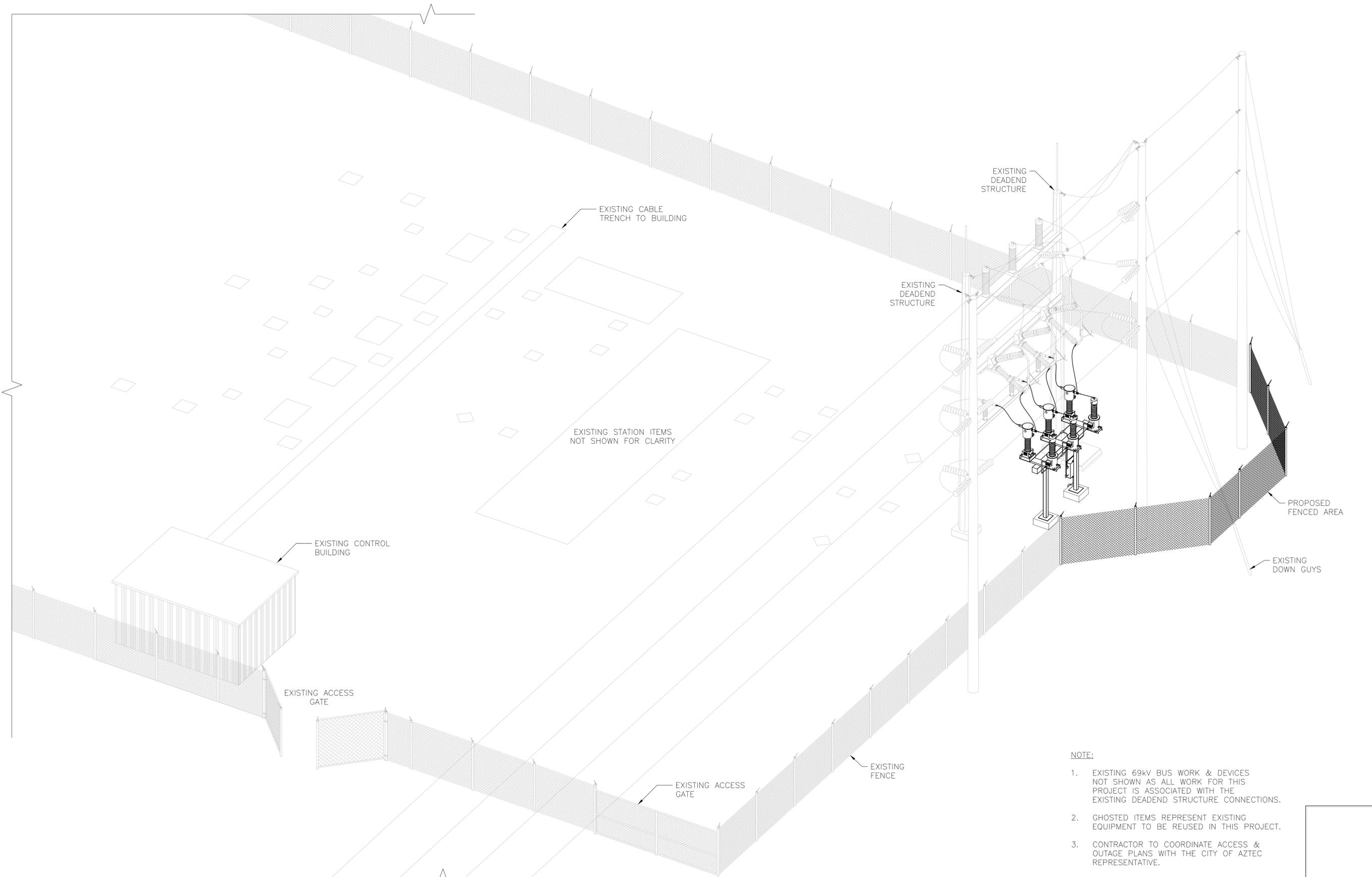
No.	DESCRIPTION
CA-201	ONE LINE DIAGRAM
CA-202	THREE LINE DIAGRAM
CA-210	AC SCHEMATIC
CA-220	DC SCHEMATIC
CA-240	CONNECTION DIAGRAM
CA-250	INSTRUMENT TRANSFORMER J-BOX
CA-280	PANEL LAYOUT DIAGRAM
CA-290	CONTROL BUILDING LAYOUT



Transmission & Distribution Services
 Consulting Engineers & Surveyors
 Ph. 505-344-4234

9550 San Mateo Blvd, Suite G
 Albuquerque, NM 87113
 www.t-d-services.com





- NOTE:**
1. EXISTING 69kV BUS WORK & DEVICES NOT SHOWN AS ALL WORK FOR THIS PROJECT IS ASSOCIATED WITH THE EXISTING DEADEND STRUCTURE CONNECTIONS.
 2. GHOSTED ITEMS REPRESENT EXISTING EQUIPMENT TO BE REUSED IN THIS PROJECT.
 3. CONTRACTOR TO COORDINATE ACCESS & OUTAGE PLANS WITH THE CITY OF AZTEC REPRESENTATIVE.

 <p>FARMINGTON ELECTRIC UTILITY SYSTEM</p> <p>PROPRIETARY DRAWINGS: NOT TO BE USED EXCEPT FOR FARMINGTON ELECTRIC UTILITY SYSTEM.</p>	 <p>Transmission & Distribution Services Consulting Engineers & Surveyors 9550 San Mateo Blvd. NE, Suite G Albuquerque, NM 87113 www.t-d-services.com</p> <p>This drawing is a copyrighted work product of T & D Services, LLC, as of the date shown on this drawing. Any re-use or copying of any portion of this drawing, without written permission from an authorized employee of T & D Services, LLC, is strictly prohibited.</p>	FARMINGTON ELECTRIC UTILITY SYSTEM CITY OF FARMINGTON, NEW MEXICO				CITY OF AZTEC STATION BIRD'S EYE VIEW REVENUE METERING POINT	
		3 ISSUED FOR RFQ 2 ISSUED FOR BID 1 ISSUED 1ST REVIEW	JG KA JG KA JG KA	1/28/16 11/12/15 7/16/15	1st Review Issued (By/Date) 2nd Review Issued (By/Date) IFC (FEUS) Issued (By/Date)	/ / /	SCALE: N.T.S. DWG NO. CA-01

1/29/2016 11:13:01 AM

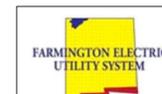


EXISTING DEAD-END STRUCTURE

CONTRACTOR TO MOVE SIGNAGE TO NEW FENCE SECTION.



EXISTING EQUIPMENT



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No.	REVISION DESCRIPTION	By	Chkd	DATE	1st Review Issued (By/Date)	2nd Review Issued (By/Date)	IFC (T&D) Issued (By/Date)	IFC (FEUS) Issued (By/Date)
3	ISSUED FOR RFQ	JG	KA	1/28/16	/	/	/	/
2	ISSUED FOR BID	JG	KA	11/12/15	/	/	/	/
1	ISSUED 1ST REVIEW	JG	KA	7/16/15	/	/	/	/

FARMINGTON ELECTRIC UTILITY SYSTEM
CITY OF FARMINGTON, NEW MEXICO

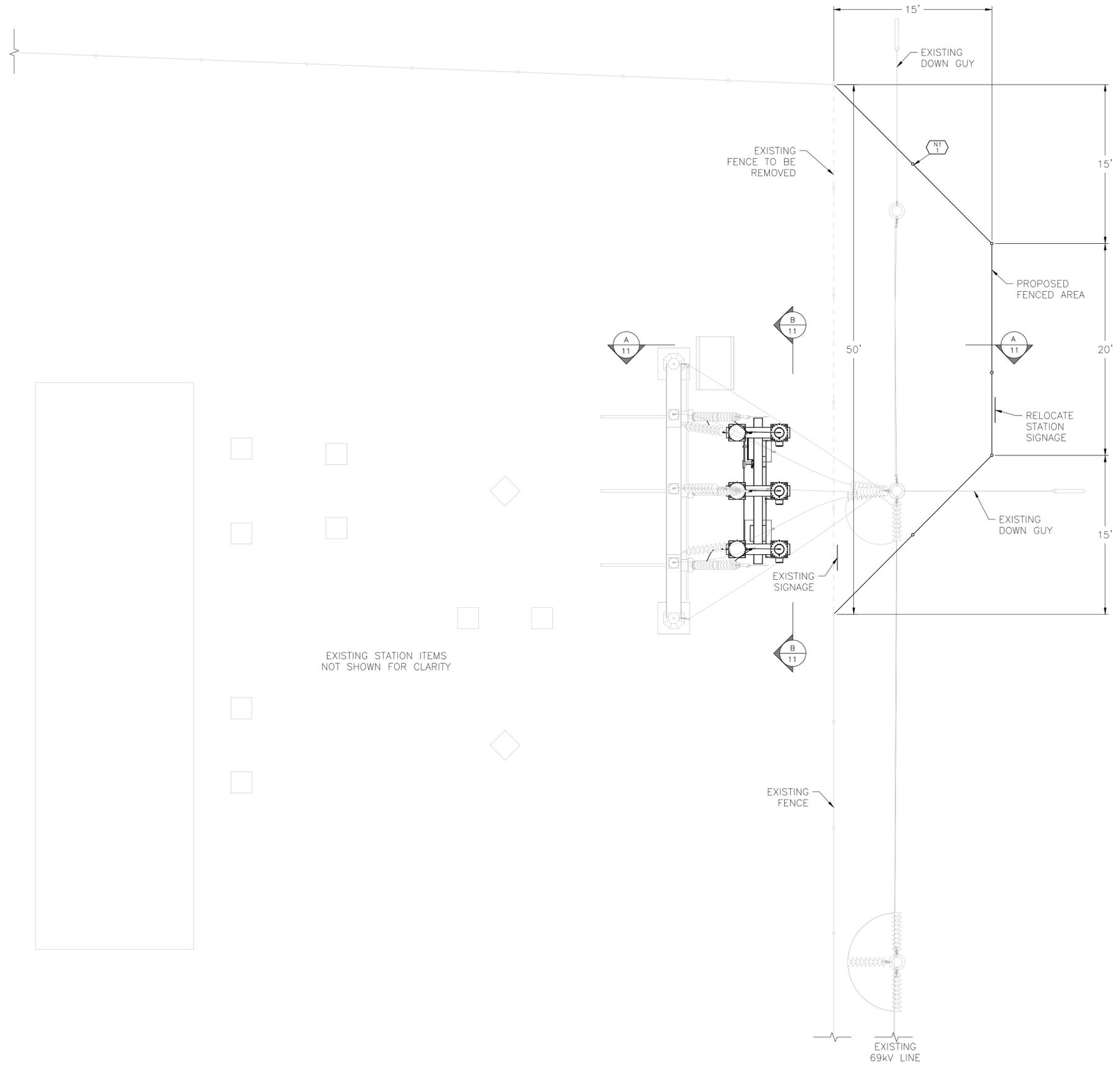
CITY OF AZTEC STATION
SITE LAYOUT & GRADING
REVENUE METERING POINT

SCALE: 1"=8'
DRAWN BY: JAC
DWG NO. CA-02
SHEET 1 OF 1

1/29/2016 11:14:04 AM



EXISTING STATION POLES



EXISTING STATION ITEMS NOT SHOWN FOR CLARITY

NOTE:

1. FENCE TO BE INSTALLED BETWEEN DOWN GUYS AND POLES SO AS NOT TO CONFLICT WITH EITHER.
2. EXISTING 69kV BUS WORK & DEVICES NOT SHOWN AS ALL WORK FOR THIS PROJECT IS ASSOCIATED WITH THE EXISTING DEADEND STRUCTURE CONNECTIONS.
3. GHOSTED ITEMS REPRESENT EXISTING EQUIPMENT TO BE REUSED IN THIS PROJECT.

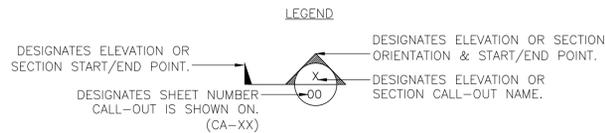
RECOMMENDED HARDWARE TORQUE VALUES

BOLT DIA.	RECOMMENDED TORQUE FOR NON-LUBRICATED STEEL & SILICON BRONZE HARDWARE FT. LBS.		RECOMMENDED TORQUE FOR LUBRICATED GALVANIZED & ALUMINUM HARDWARE FT. LBS.	
	STEEL	SILICON BRONZE	GALV. STEEL	ALUMINUM
5/16"	15	15	15	10
3/8"	20	20	25	15
1/2"	40	40	40	25
5/8"	55	55	60	40
3/4"	70	70	75	60

TIGHTEN BOLTED CONNECTIONS USING "BELLEVILLE" WASHERS UNTIL FLAT.

CLEARANCE NOTES:

1. STATION CONSTRUCTION SHALL MAINTAIN THE FOLLOWING ELECTRICAL CLEARANCES AND NOTIFY THE ENGINEER IMMEDIATELY OF ANY VIOLATION OF THESE CLEARANCES.
2. 69kV MINIMUM PHASE TO GROUND = 2'-6" 69kV MINIMUM PHASE TO PHASE = 5'-0"
3. SEE SHEET CA-20 FOR CONNECTION DETAILS.

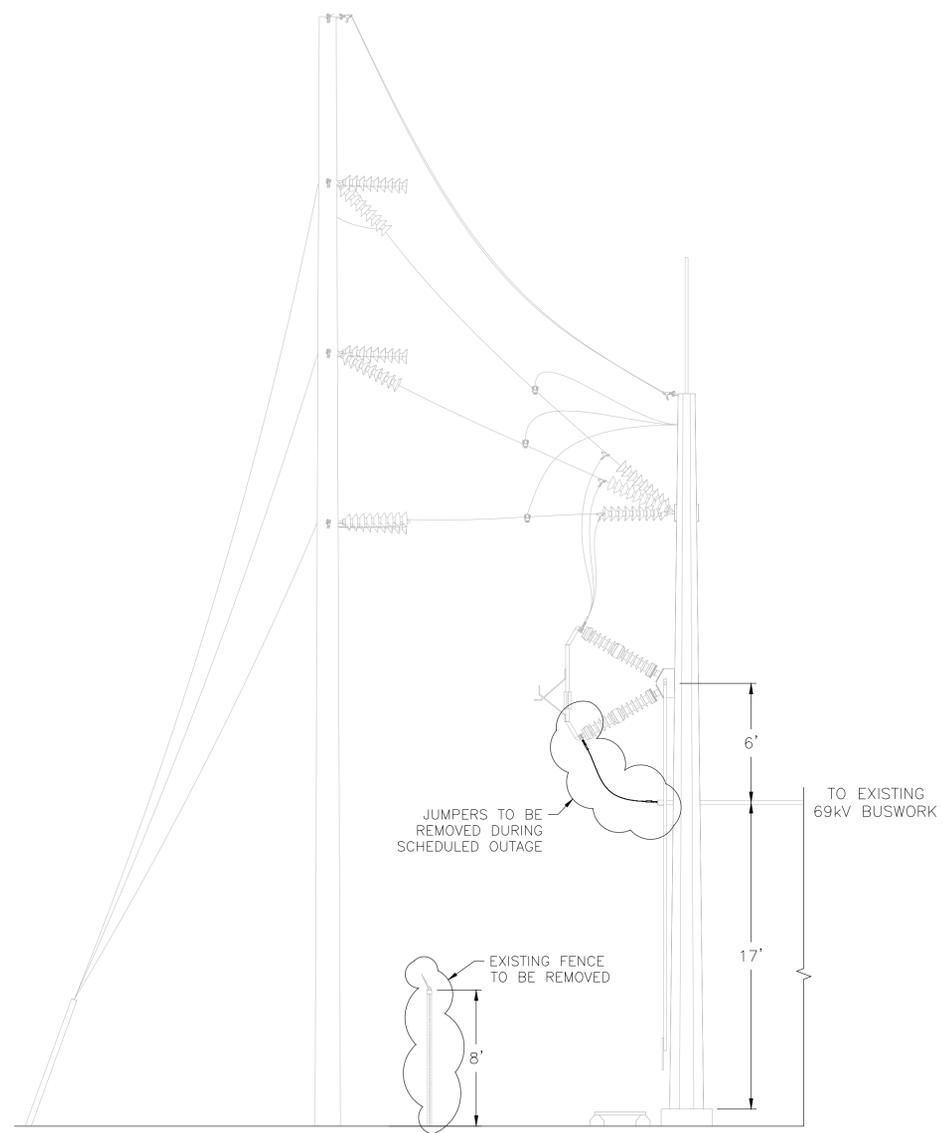


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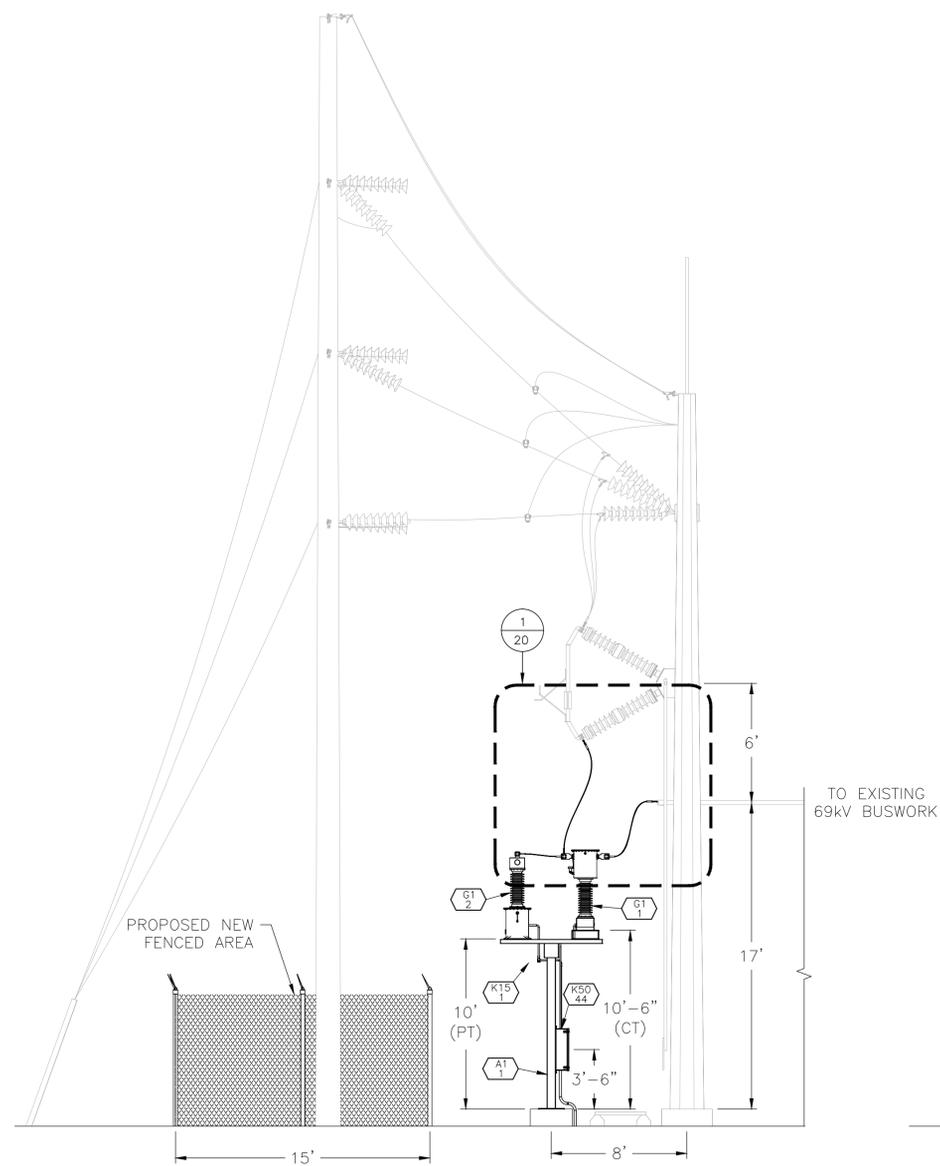
No.	REVISION DESCRIPTION	By	Chkd	DATE	1st Review Issued (By/Date)	2nd Review Issued (By/Date)	IFC (T&D) Issued (By/Date)	IFC (FEUS) Issued (By/Date)
3	ISSUED FOR RFQ	JG	KA	1/28/16	/	/	/	/
2	ISSUED FOR BID	JG	KA	11/12/15	/	/	/	/
1	FEUS REVIEW	JG	KA	7/16/15	/	/	/	/

FARMINGTON ELECTRIC UTILITY SYSTEM		CITY OF FARMINGTON, NEW MEXICO	
CITY OF AZTEC STATION ELECTRICAL ARRANGEMENT		REVENUE METERING POINT	
SCALE:	N.T.S.	DRAWN BY:	JAC
DWG NO.	CA-10	SHEET	1 OF 1

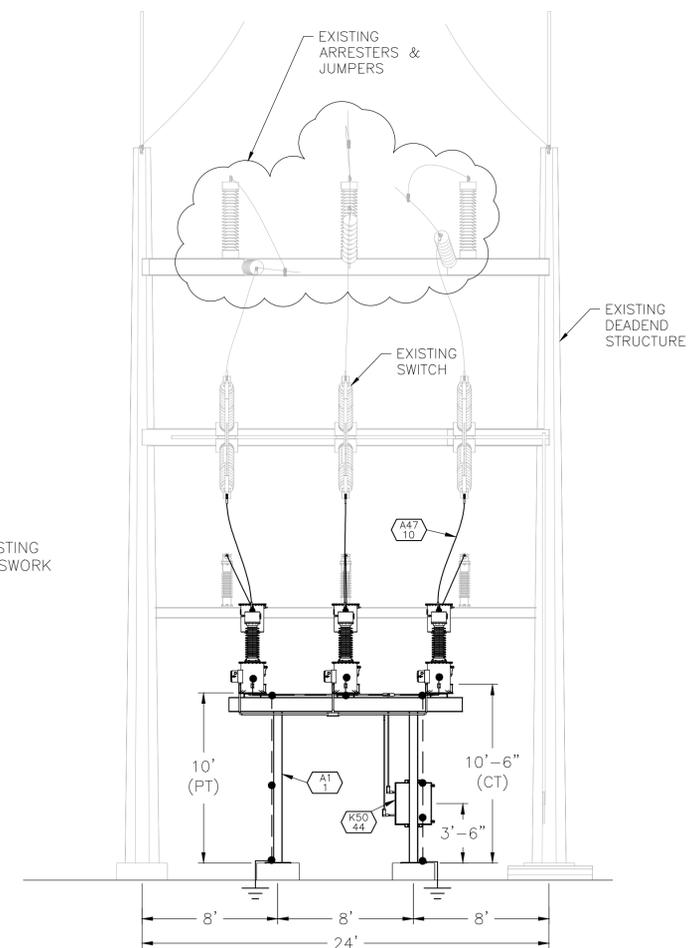
1/29/2016 11:14:45 AM



REMOVAL SECTION



SECTION A
10



SECTION B
10

RECOMMENDED HARDWARE TORQUE VALUES

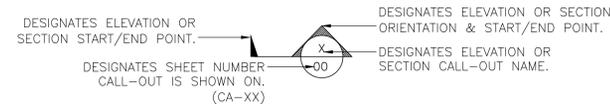
BOLT DIA.	RECOMMENDED TORQUE FOR NON-LUBRICATED STEEL & SILICON BRONZE HARDWARE FT LBS.		RECOMMENDED TORQUE FOR LUBRICATED GALVANIZED & ALUMINUM HARDWARE FT LBS.	
	STEEL	SILICON BRONZE	GALV. STEEL	ALUMINUM
5/16"	15	15	15	10
3/8"	20	20	25	15
1/2"	40	40	40	25
5/8"	55	55	60	40
3/4"	70	70	75	60

TIGHTEN BOLTED CONNECTIONS USING "BELLEVILLE" WASHERS UNTIL FLAT.

CLEARANCE NOTES:

- STATION CONSTRUCTION SHALL MAINTAIN THE FOLLOWING ELECTRICAL CLEARANCES AND NOTIFY THE ENGINEER IMMEDIATELY OF ANY VIOLATION OF THESE CLEARANCES.
- 69KV MINIMUM PHASE TO GROUND = 2'-6" 69KV MINIMUM PHASE TO PHASE = 5'-0"
- SEE SHEET CA-20 FOR CONNECTION DETAILS.

LEGEND



NOTE:

- GHOSTED ITEMS REPRESENT EXISTING EQUIPMENT TO BE REUSED IN THIS PROJECT.
- K50 CONDUIT ROUTING DEPENDANT UPON CT/PT J=BOX LOCATIONS, ROUTE FOR A NEAT APPEARANCE.

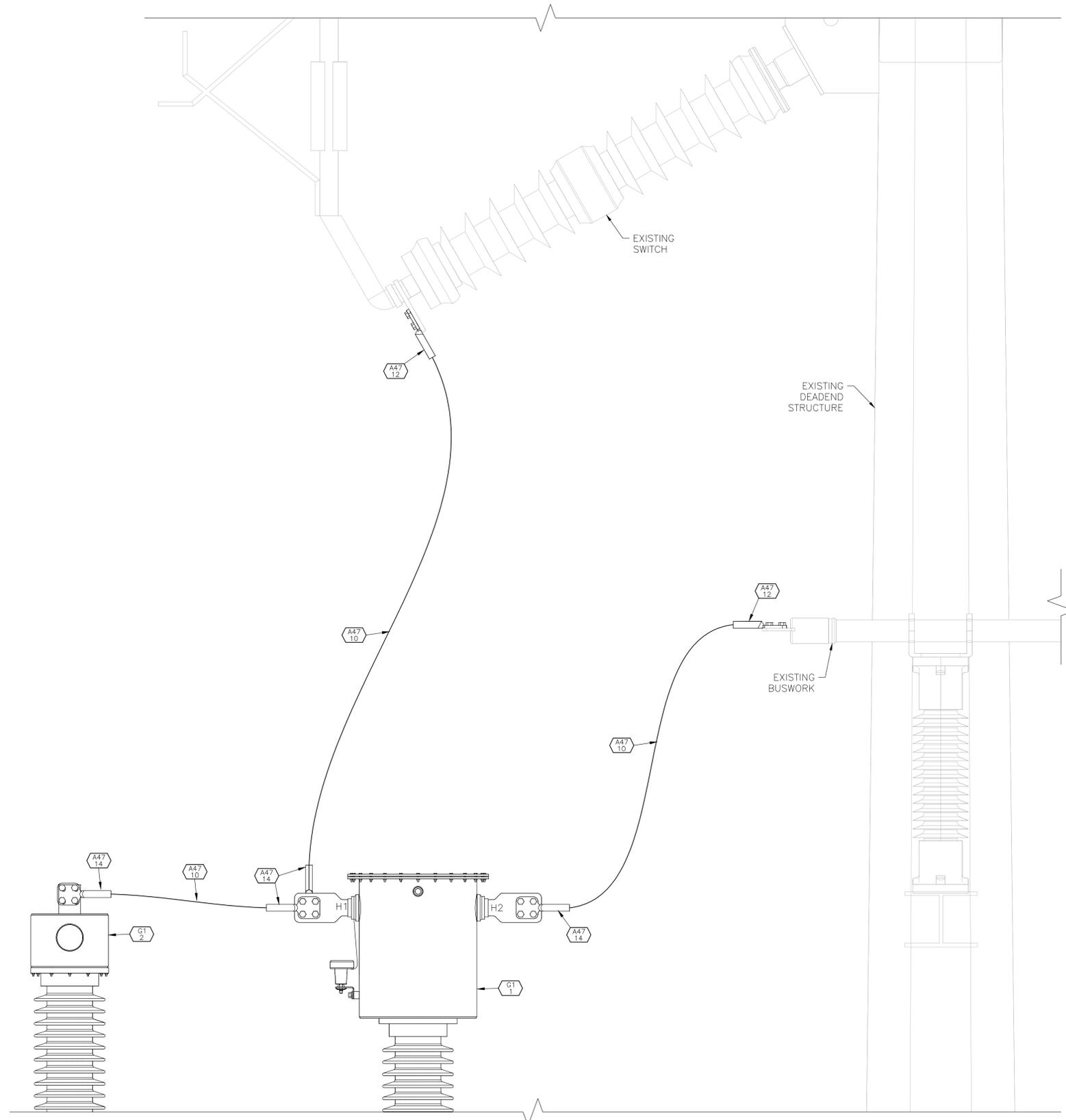


PROPRIETARY DRAWINGS: NOT TO BE USED EXCEPT FOR FARMINGTON ELECTRIC UTILITY SYSTEM.

No.	REVISION DESCRIPTION	By	Chkd	DATE
3	ISSUED FOR RFQ	JG	KA	1/28/16
2	ISSUED FOR BID	JG	KA	11/12/15
1	ISSUED 1ST REVIEW	JG	KA	7/16/15

FARMINGTON ELECTRIC UTILITY SYSTEM		CITY OF FARMINGTON, NEW MEXICO	
1st Review Issued (By/Date)	/	1st Review Issued (By/Date)	/
2nd Review Issued (By/Date)	/	2nd Review Issued (By/Date)	/
IFC (T&D) Issued (By/Date)	/	IFC (T&D) Issued (By/Date)	/
IFC (FEUS) Issued (By/Date)	/	IFC (FEUS) Issued (By/Date)	/

CITY OF AZTEC STATION SECTIONS REMOVAL, A, & B	
SCALE: 1"=5'	DRAWN BY: JAC
DWG NO. CA-11	SHEET 1 OF 1



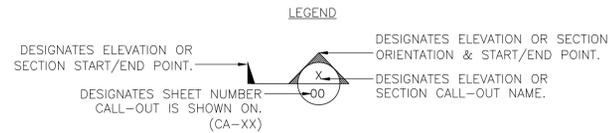
CONNECTION DETAIL 1
11

RECOMMENDED HARDWARE TORQUE VALUES				
BOLT DIA.	RECOMMENDED TORQUE FOR NON-LUBRICATED STEEL & SILICON BRONZE HARDWARE FT. LBS.		RECOMMENDED TORQUE FOR LUBRICATED GALVANIZED & ALUMINUM HARDWARE FT. LBS.	
	STEEL	SILICON BRONZE	GALV. STEEL	ALUMINUM
5/16"	15	15	15	10
3/8"	20	20	25	15
1/2"	40	40	40	25
5/8"	55	55	60	40
3/4"	70	70	75	60

TIGHTEN BOLTED CONNECTIONS USING "BELLEVILLE" WASHERS UNTIL FLAT.

CLEARANCE NOTES:

- STATION CONSTRUCTION SHALL MAINTAIN THE FOLLOWING ELECTRICAL CLEARANCES AND NOTIFY THE ENGINEER IMMEDIATELY OF ANY VIOLATION OF THESE CLEARANCES.
- 69kV MINIMUM PHASE TO GROUND = 2'-6" 69kV MINIMUM PHASE TO PHASE = 5'-0"
- SEE SHEET CA-20 FOR CONNECTION DETAILS.



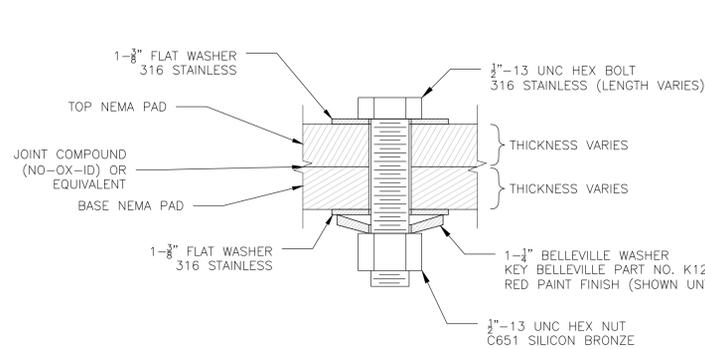
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3	ISSUED FOR RFQ	JG	KA	1/28/16	/	/	/
2	ISSUED FOR BID	JG	KA	11/12/15	/	/	/
1	ISSUED 1ST REVIEW	JG	KA	7/16/15	/	/	/

FARMINGTON ELECTRIC UTILITY SYSTEM
CITY OF FARMINGTON, NEW MEXICO

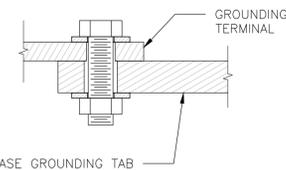
CITY OF AZTEC STATION CONNECTION DETAILS

SCALE: N.T.S.	DRAWN BY: JAC
DWG NO. CA-20	SHEET 1 OF 1

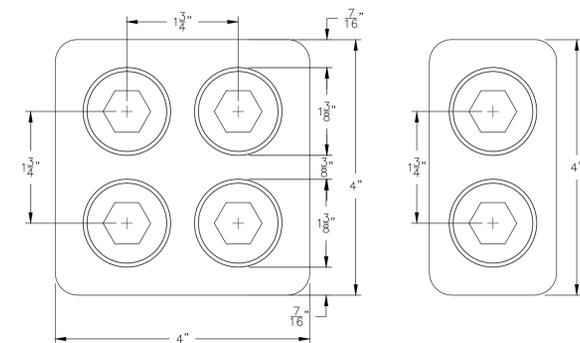


TYPICAL ELECTRICAL FASTENER DETAIL

- NOTES:
- 1) BOLT SHALL BE THE SHORTEST STANDARD LENGTH POSSIBLE TO EXPOSE A MINIMUM OF TWO FULL THREADS AND A MAXIMUM OF FOUR THREADS BEYOND NUT AFTER TORQUING TO SPECIFICATION.
 - 2) BELLEVILLE WASHER SHALL BE FULLY FLATTENED AFTER TORQUING (~40 FT-LBS).
 - 3) FASTENER DESIGN DEVELOPS ~4000 LBS FORCE PRELOAD PER BOLT.
 - 4) USE APPROPRIATE TORQUE WRENCH IN GOOD WORKING ORDER TO TORQUE NUT TO VALUES LISTED.
 - 5) NO CHANNEL LOCKS TO BE USED.
 - 6) INDELIBLY MARK BOLT HEAD AFTER IT HAS BEEN TORQUED AND BELLEVILLE WASHER IS FLAT.

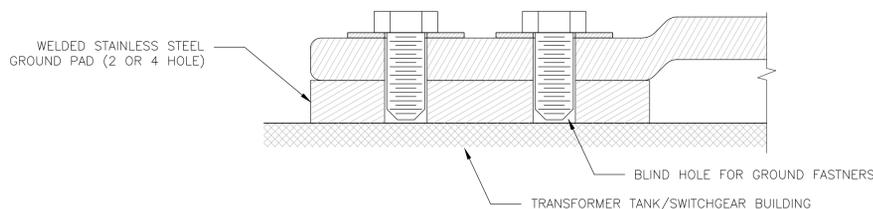


TYPICAL GROUND FASTENER DETAIL



TYPICAL NEMA 4-HOLE PAD

TYPICAL NEMA 2-HOLE PAD



TYPICAL GROUND PAD DETAIL

ELECTRICAL CONNECTIONS - 316 STAINLESS AND C651 SILICON BRONZE UNLESS NOTED OTHERWISE														
CONNECTION	TYPE	QTY	TOP PAD	THICKNESS (IN)	BASE PAD	THICKNESS (IN)	APPROXIMATE JOINT DEPTH (IN)	APPROXIMATE NUT THICKNESS (IN)	APPROXIMATE BOLT LENGTH (IN)	1/2-13 x 2 1/4" BOLTS	1/2-13 x 2 3/4" BOLTS	1 3/8" FLAT WASHERS	1 1/4" BELLEVILLE WASHERS	1/2-13 NUTS
PT TO SINGLE CONDUCTOR	4-HOLE	3	A47-14	5/8	G2-1	1/2	1 1/8	7/16	2 1/8	12	-	24	12	12
CT TO SINGLE CONDUCTOR	4-HOLE	3	A47-14	5/8	G1-1	1/2	1 1/8	7/16	2 1/8	12	-	24	12	12
CT TO DUAL CONDUCTOR	4-HOLE	3	A47-14	5/8	G1-1	1/2	1 3/4	7/16	2 3/4	-	12	24	12	12
SWITCH TO SINGLE CONDUCTOR	2-HOLE	3	A47-12	5/8	EXIST SWITCH	5/8	1 1/4	7/16	2 1/4	6	-	12	6	6
BUS TO SINGLE CONDUCTOR	2-HOLE	3	A47-12	5/8	EXIST BUS	5/8	1 1/4	7/16	2 1/4	6	-	12	6	6
TOTALS										36	12	96	48	48

A95 1A A95 1B A95 2A A95 3A A95 4B

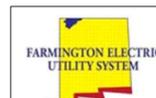
GROUND CONNECTIONS - C651 SILICON BRONZE UNLESS NOTED OTHERWISE												
CONNECTION	SIZE	QTY PER	INSTANCES	TOP PAD	TOP THICKNESS (IN)	BASE THICKNESS (IN)	APPROXIMATE JOINT DEPTH (IN)	WASHER THICKNESS (IN)	APPROXIMATE NUT THICKNESS (IN)	APPROXIMATE BOLT LENGTH (IN)	1/2-13 x 5/8" BOLTS	1 3/8" FLAT WASHERS
PT GROUNDING	1/2"-13	2	3	O3-13	1/8	1/2	0.62	0.109	-	5/8	6	6
CT GROUNDING	1/2"-13	2	3	O3-13	1/8	1/2	0.62	0.109	-	5/8	6	6
TOTALS											12	12

A96 1A A96 2A

ASSEMBLY CONNECTIONS - GALVANIZED STEEL UNLESS NOTED OTHERWISE													
CONNECTION	SIZE	QTY PER	INSTANCES	TOP THICKNESS (IN)	BASE THICKNESS (IN)	APPROXIMATE JOINT DEPTH (IN)	WASHER THICKNESS (IN)	APPROXIMATE NUT THICKNESS (IN)	APPROXIMATE BOLT LENGTH (IN)	1/2-13 x 1 3/4" BOLTS	1 3/8" FLAT WASHERS	1/2-13 NUTS	
PTS TO STRUCTURE	1/2"-13	4	3	1/4	1/2	0.75	0.109	7/16	1 5/8	12	24	12	
CTS TO STRUCTURE	1/2"-13	4	3	1/4	1/2	0.75	0.109	7/16	1 5/8	12	24	12	
TOTALS											24	48	24

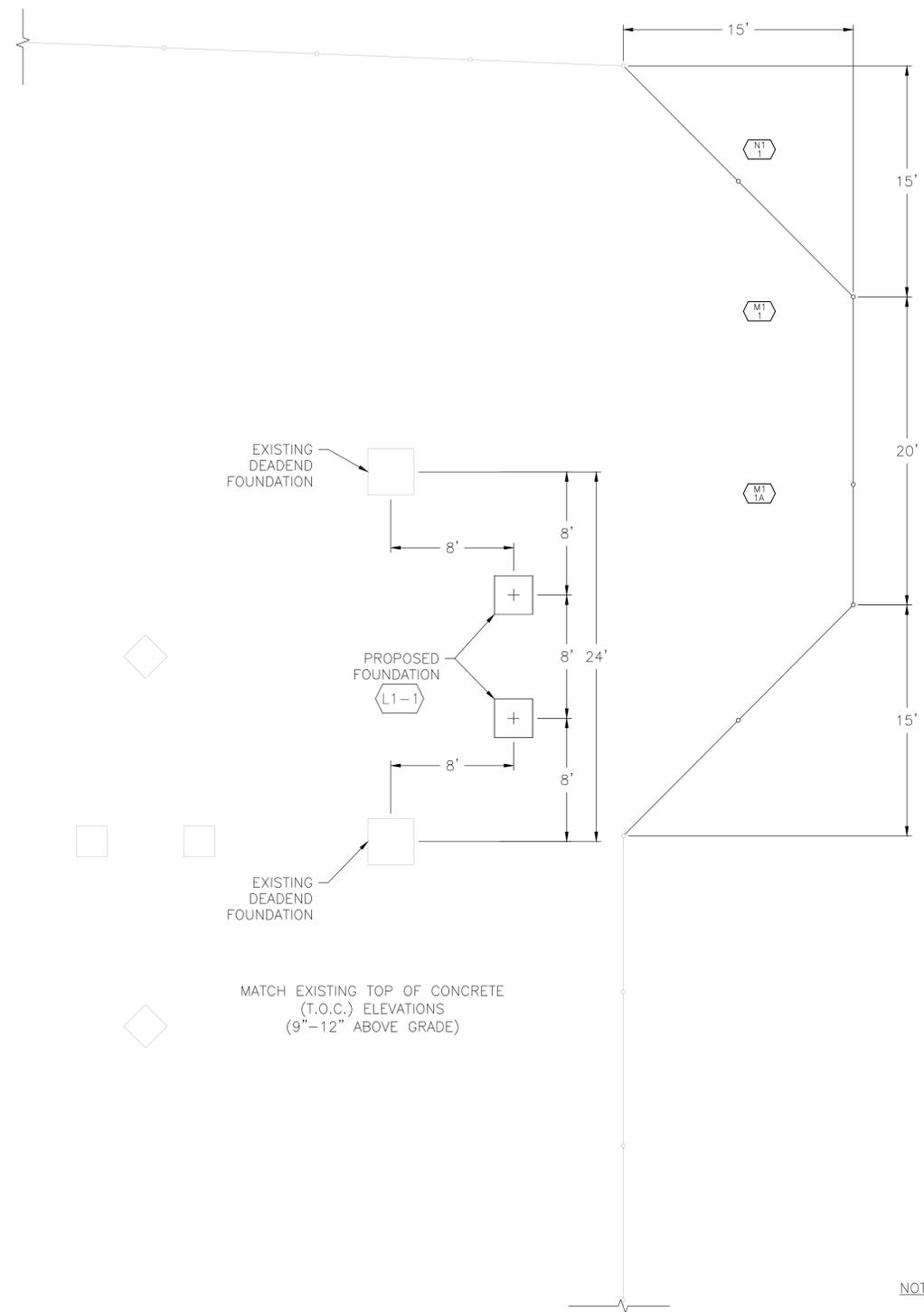
A87 1A A87 2A A87 4A

- NOTES:
1. FOR STRUCTURE AND STEEL ASSEMBLY FASTENERS, REFER TO STEEL MANUFACTURERS DRAWINGS.
 2. THIS SCHEDULE IS NOT AN EXHAUSTIVE LIST OF ALL FASTENERS REQUIRED TO COMPLETE THE STATION. IT COVERS THE MAJORITY OF REQUIRED ELECTRICAL FASTENERS.
 3. CONTRACTOR MAY NEED TO SUPPLY OTHER MINOR FASTENERS AS NEEDED BY TYPE, LENGTH, AND MATERIAL AS WILL MAKE FOR A NEAT WORKMAN LIKE APPEARANCE AS WELL AS BE SUFFICIENT FOR THE INTENDED USE.



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FARMINGTON ELECTRIC UTILITY SYSTEM						CITY OF AZTEC STATION		
CITY OF FARMINGTON, NEW MEXICO						BOLTED JOINT		
DETAIL & SCHEDULE						SCALE: N.T.S.		
DWG NO. CA-26						DRAWN BY: PRB		
SHEET 1 OF 1								
3	ISSUED FOR RFQ	JG	KA	1/28/16	1st Review Issued (By/Date)	/		
2	ISSUED FOR BID	JG	KA	11/12/15	2nd Review Issued (By/Date)	/		
1	FEUS REVIEW	JG	KA	7/16/15	IFC (T&D) Issued (By/Date)	/		
	REVISION DESCRIPTION	By	Chkd	DATE	IFC (FEUS) Issued (By/Date)	/		

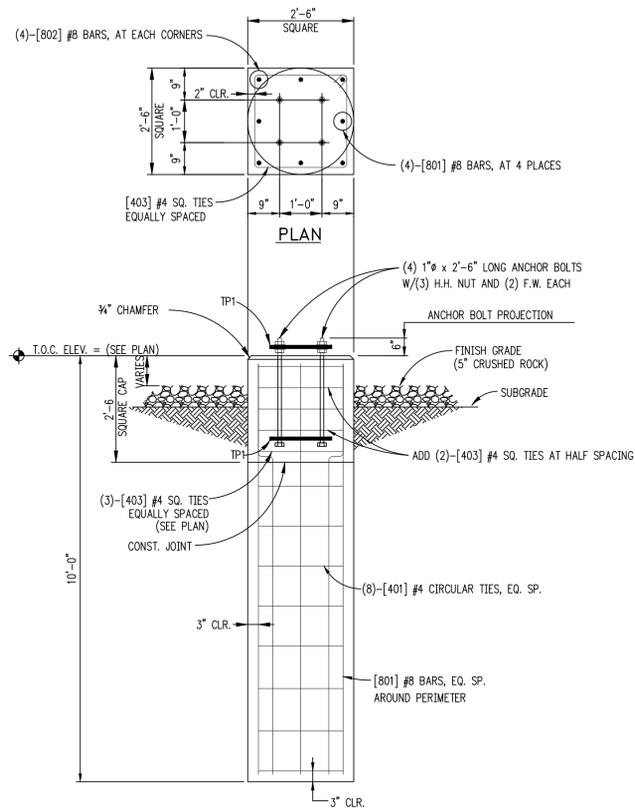


NOTE:

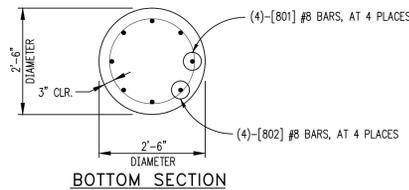
1. EXISTING 69kV BUS WORK & DEVICES NOT SHOWN AS ALL WORK FOR THIS PROJECT IS ASSOCIATED WITH THE EXISTING DEADEND STRUCTURE CONNECTIONS.
2. GHOSTED ITEMS REPRESENT EXISTING EQUIPMENT TO BE REUSED IN THIS PROJECT.
3. CONTRACTOR TO COORDINATE ACCESS & OUTAGE PLANS WITH THE CITY OF AZTEC REPRESENTATIVE.

 FARMINGTON ELECTRIC UTILITY SYSTEM	 T&D SERVICES <small>Transmission & Distribution Services Consulting Engineers & Surveyors 9550 San Mateo Blvd. NE, Suite G Albuquerque, NM 87113 www.t-d-services.com</small>	FARMINGTON ELECTRIC UTILITY SYSTEM CITY OF FARMINGTON, NEW MEXICO				CITY OF AZTEC STATION FOUNDATION PLAN REVENUE METERING POINT	
		<small>PROPRIETARY DRAWINGS: NOT TO BE USED EXCEPT FOR FARMINGTON ELECTRIC UTILITY SYSTEM.</small>	<small>This drawing is a copyrighted work product of T & D Services, LLC, as of the date shown on this drawing. Any re-use or copying of any portion of this drawing, without written permission from an authorized employee of T & D Services, LLC, is strictly prohibited.</small>	<small>2 ISSUED FOR BID</small>	<small>JG KA 11/12/15</small>	<small>1st Review Issued (By/Date) /</small>	<small>2nd Review Issued (By/Date) /</small>
		<small>1 ISSUED 1ST REVIEW</small>	<small>JG KA 7/16/15</small>	<small>1st Review Issued (By/Date) /</small>	<small>2nd Review Issued (By/Date) /</small>	<small>DWG NO. CA-30</small>	<small>SHEET 1 OF 1</small>
		<small>No. REVISION DESCRIPTION</small>	<small>By Chkd DATE</small>	<small>1st Review Issued (By/Date) /</small>	<small>2nd Review Issued (By/Date) /</small>		

1/29/2016 11:16:33 AM



SECTION



FOUNDATION DESIGNATION L1-1
 (69 kV 3-PHASE CT/PT STAND FOUNDATION STAND FOUNDATION)(2-REQUIRED)
 (1.94 CY CONCRETE EACH)
 SCALE: 1/2"=1'-0"

REINFORCEMENT BAR BENDING SCHEDULE								
MARK NO.	QTY. EA.	BAR SIZE	BEND DIA.	DIMENSIONS (SEE BENDING SCHEDULE)				
				A	B	C	D	E
401	8	#4	2'-0"	7'-6"	---	---	---	---
403	5	#4	---	2'-2"	2'-2"	2'-2"	2'-2"	---
801	4	#8	---	9'-6"	---	---	---	---
802	4	#8	---	2'-0"	0'-6"	7'-6"	---	---

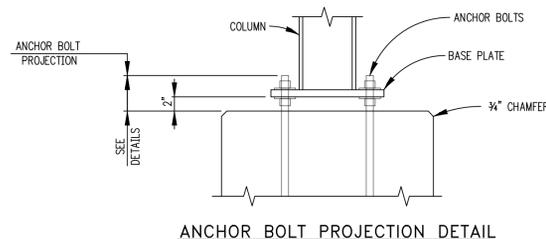
APPROXIMATE CONCRETE QUANTITIES			
FOUNDATION DESIGNATION	QUANTITY FOUNDATIONS	CUBIC YARDS OF CONCRETE	
		EACH	TOTAL
L1-1	2	1.94	3.88

APPROXIMATE TOTAL CONCRETE QUANTITIES
 3.88 C.Y.

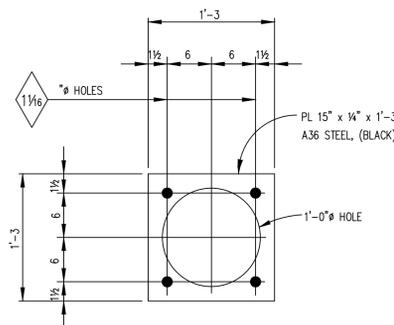
ANCHOR BOLT SETTING SCHEDULE						
FOUNDATION POSITION	QUANTITY FOUNDATIONS	A-BOLTS PER FOUNDATION	DESCRIPTION	TOTAL A-BOLTS	A-BOLT PROJECTION	A-BOLT TEMPLATE
L1-1	2	4	1" x 2'-6"	8	6"	TP1

ANCHOR BOLT NOTES

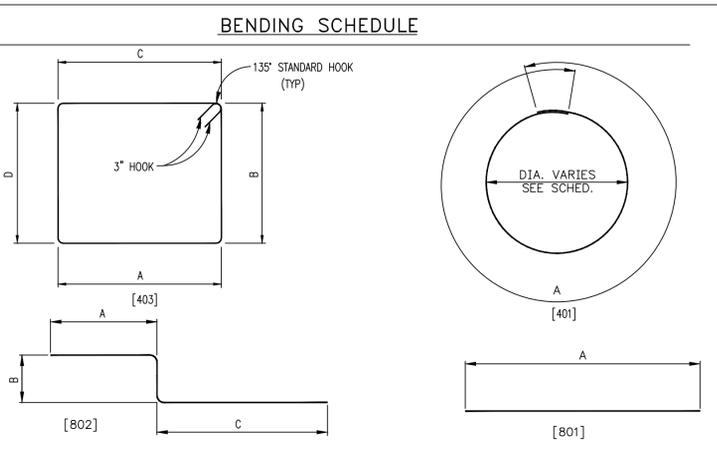
- ALL ANCHOR BOLTS SHALL BE ASTM A307 WITH TWO ASTM A563, GRADE C HEAVY HEX. NUTS AND TWO ASTM F436 HARDENED FLATWASHERS EACH, UNLESS NOTED OTHERWISE.
- ALL ANCHOR BOLTS SHALL BE HOT-DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A-153.



ANCHOR BOLT PROJECTION DETAIL



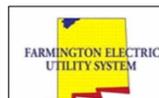
TEMPLATE-TP1
 (ANCHOR BOLT SETTING TEMPLATE DETAIL FOR FOUNDATION L1-1 (4 REQUIRED))



ANCHOR BOLT DIMENSIONS		
ANCHOR BOLT DIAMETER	LENGTH	THREADS
1"	2'-6"	6"

FOUNDATION NOTES:

- THE CONTRACTOR SHALL CORRELATE ALL DIMENSIONS BETWEEN THE ELECTRICAL, STRUCTURAL AND FOUNDATION PLANS BEFORE CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR INCONSISTENCIES BEFORE PROCEEDING WITH THE WORK.
- ALL POURS MADE WHEN CONCRETE TEMPERATURES RANGE BETWEEN 50° AND 90°F, CAN BE MADE WITHOUT ANY SPECIAL PROVISIONS.
- ALL CONCRETE SHALL BE MADE FROM TYPE I/II CEMENT AND SHALL HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 3500 P.S.I. AT 28 DAY TEST WITH 4% AIR ENTRAINMENT.
- THE MAXIMUM SIZE FOR COURSE AGGREGATES IN CONCRETE MIXES SHALL BE AS FOLLOWS:
 3/4" FOR SLABS ON GRADE, CONCRETE WALLS, AND DRILLED PIERS
 1" FOR GRADE BEAMS AND FOOTINGS
- ALL EXTERIOR OR EXPOSED CONCRETE SHALL BE CONSOLIDATED BY INTERNAL VIBRATION IN ACCORDANCE WITH A.C.I. 309, "RECOMMENDED PRACTICE FOR CONSOLIDATION OF CONCRETE."
- ALL REINFORCING STEEL SHALL BE NEW BILLET, 60 KSI DEFORMED BARS (ASTM A-615).
- ALL DETAILING, FABRICATION, PLACING AND SUPPORTING OF REINFORCEMENT SHALL BE IN ACCORDANCE WITH A.C.I. 318 AND C.R.S.I. (CURRENT EDITION).
- ALL REINFORCING AND ANCHOR BOLTS SHALL BE RIGIDLY SECURED IN POSITION PRIOR TO THE PLACING OF CONCRETE.
- SLUMP SHALL BE 6"-8". MOVING OF CONCRETE WITH A VIBRATOR IS PROHIBITED IN DRILLED PIERS.
- THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCEMENT:
 (A) CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH: 3"
 (B) CONCRETE EXPOSED TO EARTH AND WEATHER: 2"
- ALL REINFORCEMENT AND WELDED WIRE FABRIC SHALL BE FREE OF RUST, DIRT, OIL, AND MILL SCALE PRIOR TO PLACEMENT OF CONCRETE.
- ALL ANCHOR BOLTS SHALL BE ASTM F1554, GRADE 36 WITH TWO ASTM A-563, GR. C HEAVY HEX. NUTS AND TWO ASTM F436 FLAT WASHERS EACH, AND SHALL BE GALVANIZED ACCORDING TO ASTM A-153, U.N.O.
- ALL ANCHOR BOLTS SHALL BE SET WITH THE AID OF ANCHOR BOLT SETTING TEMPLATES AS SHOWN. FOUNDATION EXCAVATIONS AND DRILLED PIER INSTALLATIONS SHALL BE UNDER CONTINUOUS ENGINEERING SUPERVISION TO VERIFY ADEQUATE BEARING MATERIALS ARE PRESENT, CHECK THE PLUMBNESS OF DRILLED PIERS AND VERIFY THAT ALL LOOSE MATERIALS, MUD, AND WATER-SOFTENED SOILS HAVE BEEN REMOVED PRIOR TO CONCRETE PLACEMENT.
- TEMPORARY STEEL CASING MAY BE REQUIRED TO MAINTAIN THE STABILITY OF THE EXCAVATION SIDEWALL DURING CONSTRUCTION OF THE DRILLED SHAFTS.
- THE USE OF A ROCK CORE BARREL OR OTHER SPECIALIZED ROCK DRILLING EQUIPMENT MAY BE REQUIRED TO ADVANCE THE DRILLED SHAFT EXCAVATIONS INTO SANDSTONE.
- CONCRETE SHALL BE PLACED IN A MANNER TO AVOID STRIKING THE SIDES OF THE SHAFT AND REINFORCING STEEL. DRILLED SHAFTS SHALL BE FILLED WITH CONCRETE WITHIN 8 HOURS AFTER DRILLING IS COMPLETED.



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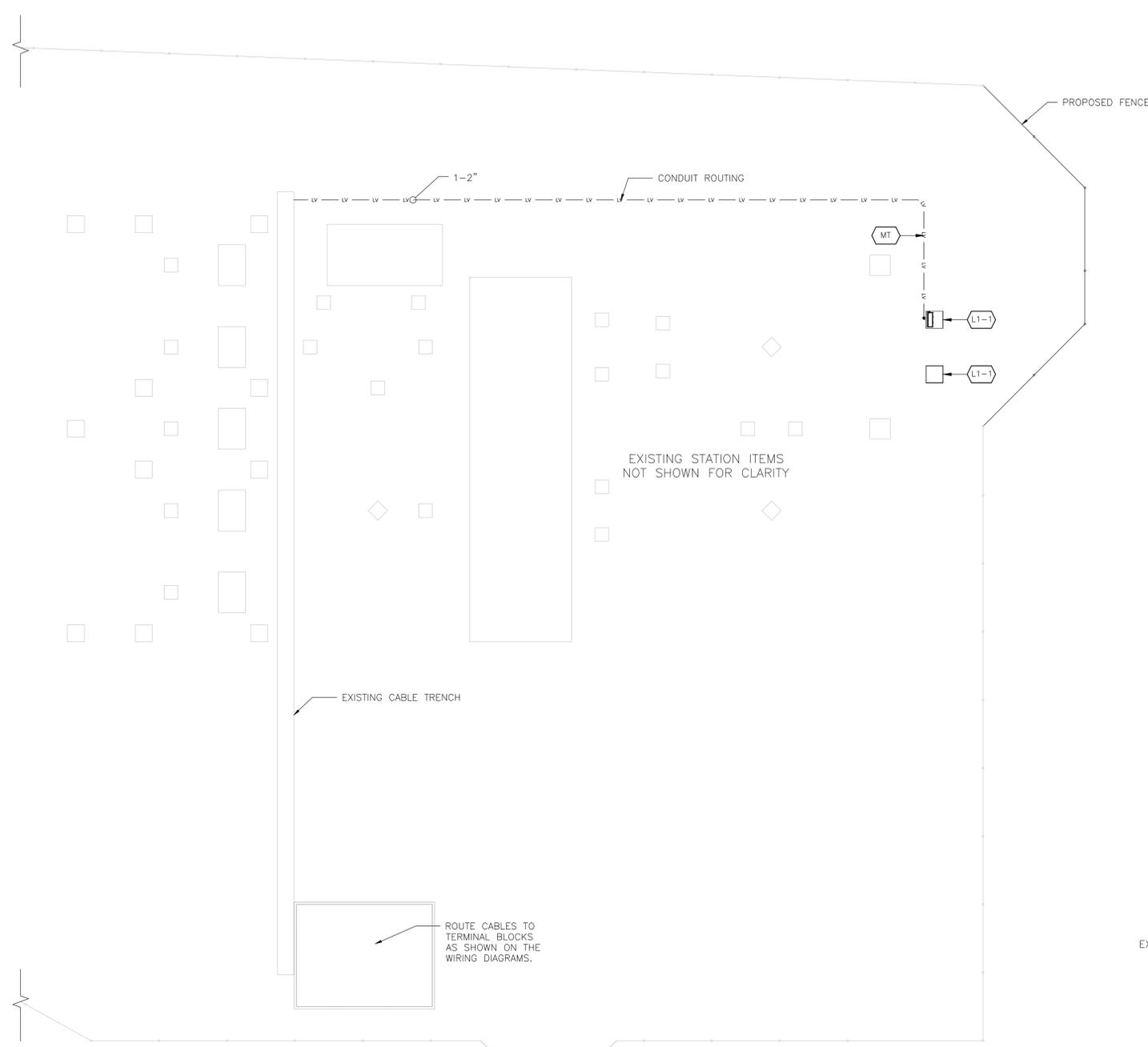
No.	REVISION DESCRIPTION	By	Chkd	DATE
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1	ISSUED FOR BID	MRW	DRP	11/12/15
0	ISSUED FOR APPROVAL	MRW	DRP	08/06/15

FARMINGTON ELECTRIC UTILITY SYSTEM
 CITY OF FARMINGTON, NEW MEXICO

AZTEC METERING POINT
 FOUNDATION DETAILS

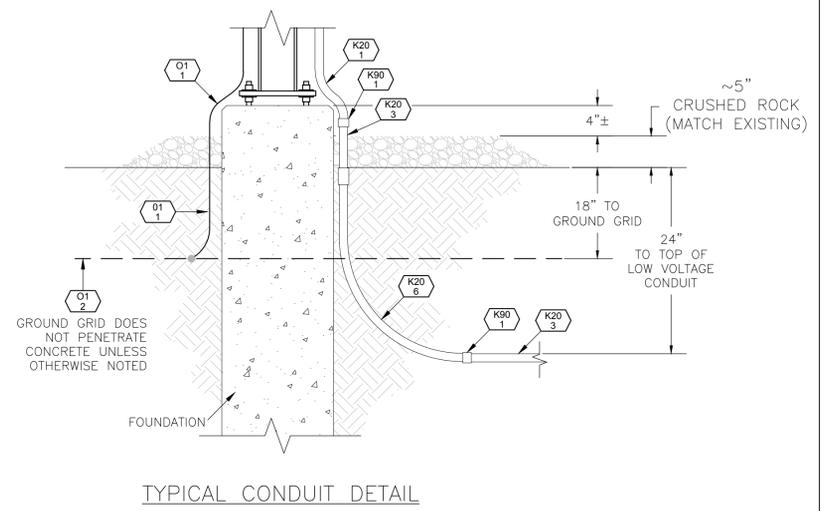
PROPRIETARY DRAWINGS:
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 UTILITY SYSTEM.

SCALE: N.T.S.
 DWG NO. CA-31
 SHEET 1 OF 1



- LEGEND**
- LV — LV — LOW VOLTAGE CONDUIT
 - FOUNDATION BOUNDARY
 - ⬡ XX ⬡ CONDUIT REFERENCE
 - ○ SUBSTATION FENCE

- CONDUIT NOTES:**
1. INSTALL GALVANIZED RISERS FOR LOW VOLTAGE.
 2. NO ALUMINUM OR GALVANIZED PIPE BELOW GRAVEL GRADE.
 3. SCHEDULE 40 PVC ACCEPTABLE ABOVE GRADE ONLY.
 4. SCHEDULE 40 PVC ACCEPTABLE BELOW SUBGRADE.
 5. BURY LOW VOLTAGE CONDUITS AT LEAST 24" BELOW SUBGRADE.
 6. MOVE SUBSTATION ROCK AS NEEDED FOR CONDUIT INSTALLATIONS. PLACE A TARP ON TOP OF ROCK SURFACES TO PLACE EXCAVATION MATERIALS ON IN ORDER TO MAINTAIN THE INTEGRITY OF THE SURFACE ROCK.
 7. SCREENED LINES REPRESENT EXISTING STATION COMPONENTS.
 8. CONTRACTOR TO REPAIR ALL GROUND GRID CONNECTIONS DAMAGED DURING CONDUIT INSTALLATION USING EXOTHERMIC WELDS FOR THE CONDUCTOR TYPE/SIZE ENCOUNTERED.
 9. CONTRACTOR TO SEAL CONDUIT USING DUCT SEAL.

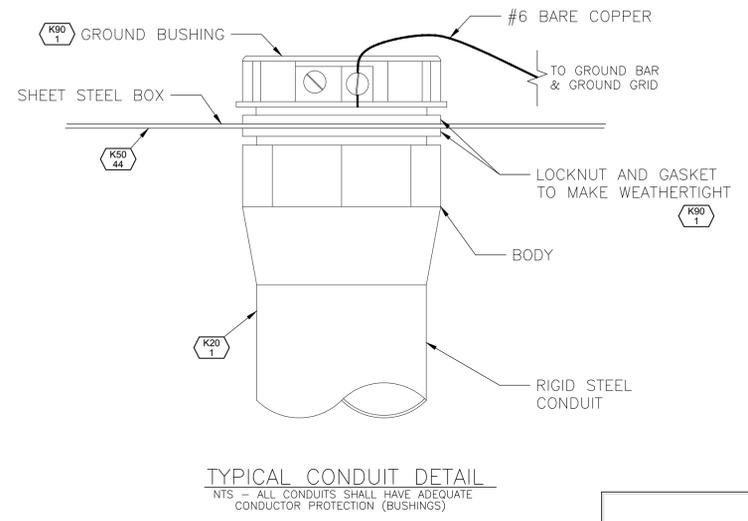
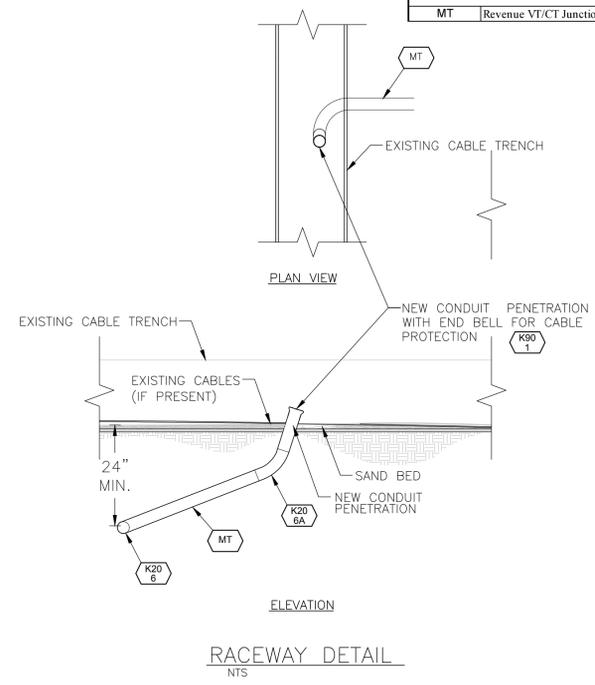


CABLE SCHEDULE

Cable No.	Conductor Size	To	From	Purpose	Via Conduit	Type	Estimated Length
399	4C/#10	Relay/Metering Cabinet TB-TB	Line VT/CT Junction Box	CT Metering Currents	MT/Trench	TC, XHHW-2, K2 Coloring Code, Non Shielded	255'
499	4C/#10	control Building	Revenue VT/CT Junction Box	PT metering voltages	MT/Trench	TC, XHHW-2, K2 Coloring Code, Non Shielded	255'

CONDUIT SCHEDULE

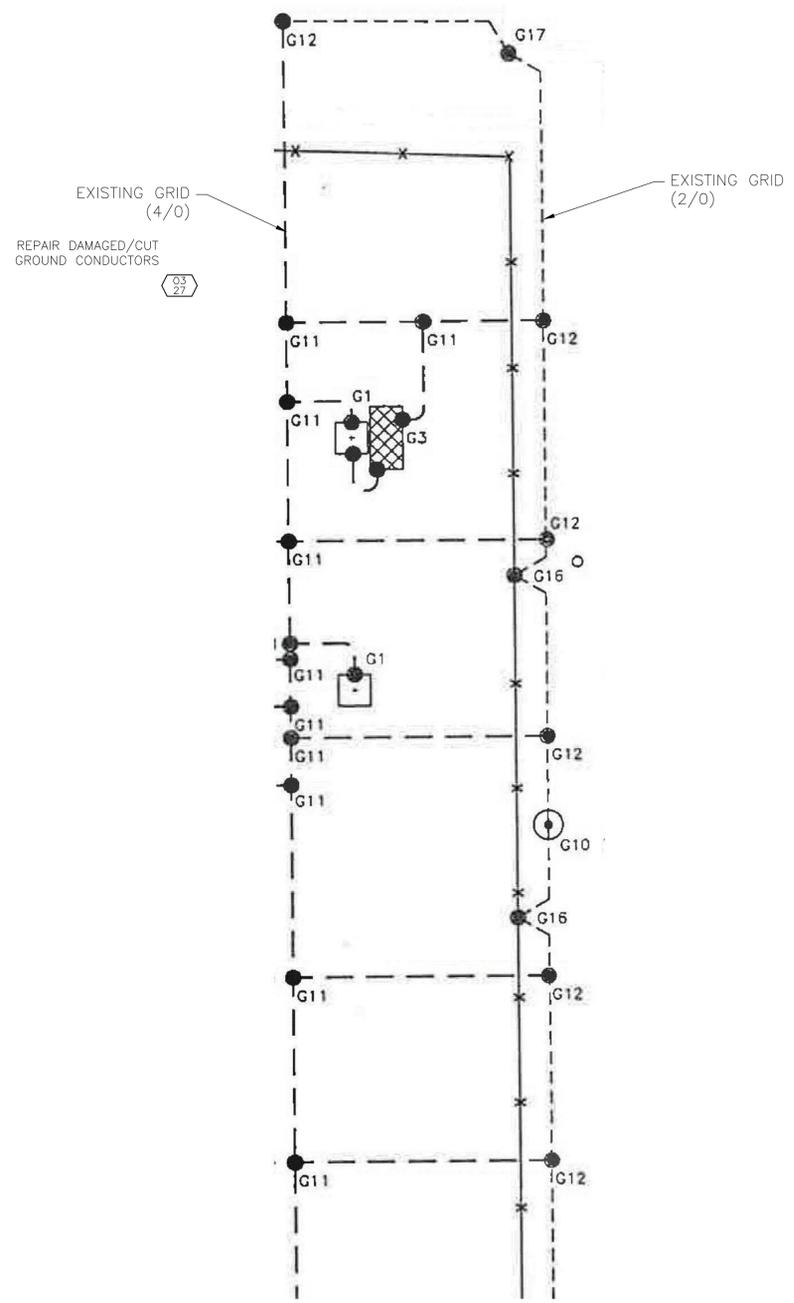
Conduit No.	From	To	Conduit Quantity	Conduit Size	Type	Length
Low Voltage Conduits						
MT	Revenue VT/CT Junction Box	Cable Trench	1	2"	PVC/RGD	120'



- NOTE:**
1. EXISTING 69kV BUS WORK & DEVICES NOT SHOWN AS ALL WORK FOR THIS PROJECT IS ASSOCIATED WITH THE EXISTING DEADEND STRUCTURE CONNECTIONS.
 2. GHOSTED ITEMS REPRESENT EXISTING EQUIPMENT TO BE REUSED IN THIS PROJECT.
 3. CONTRACTOR TO COORDINATE ACCESS & OUTAGE PLANS WITH THE CITY OF AZTEC REPRESENTATIVE.

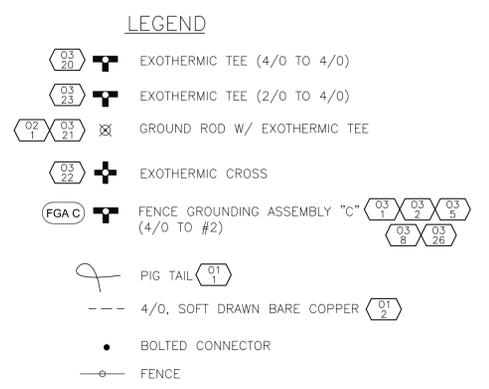
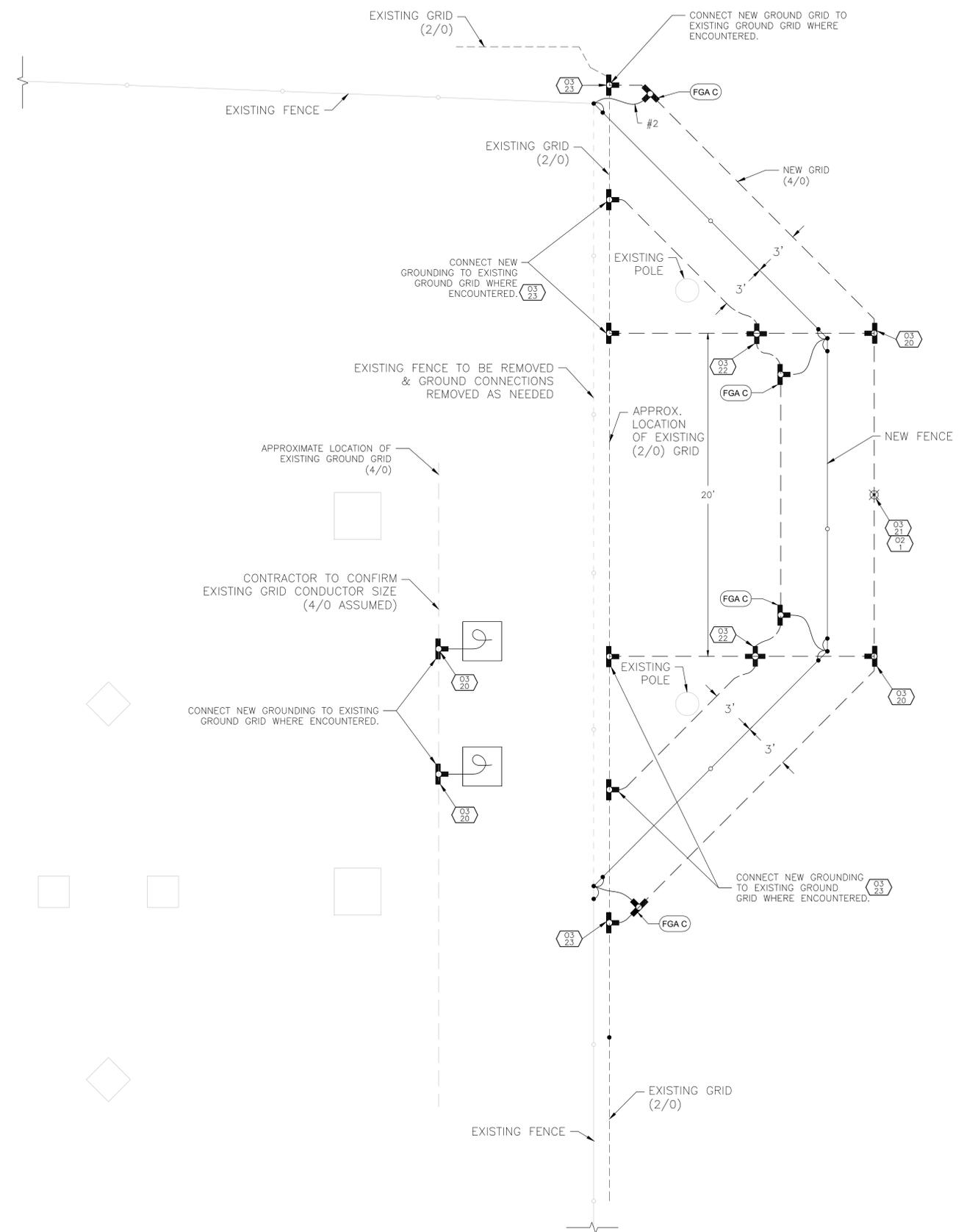
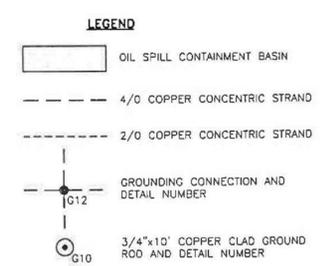
		Transmission & Distribution Services Consulting Engineers & Surveyors 9550 San Mateo Blvd. NE, Suite G Albuquerque, NM 87113 www.t-d-services.com				FARMINGTON ELECTRIC UTILITY SYSTEM CITY OF FARMINGTON, NEW MEXICO		CITY OF AZTEC STATION CONDUIT PLAN & SCHEDULE REVENUE METERING POINT	
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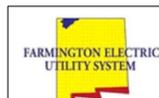
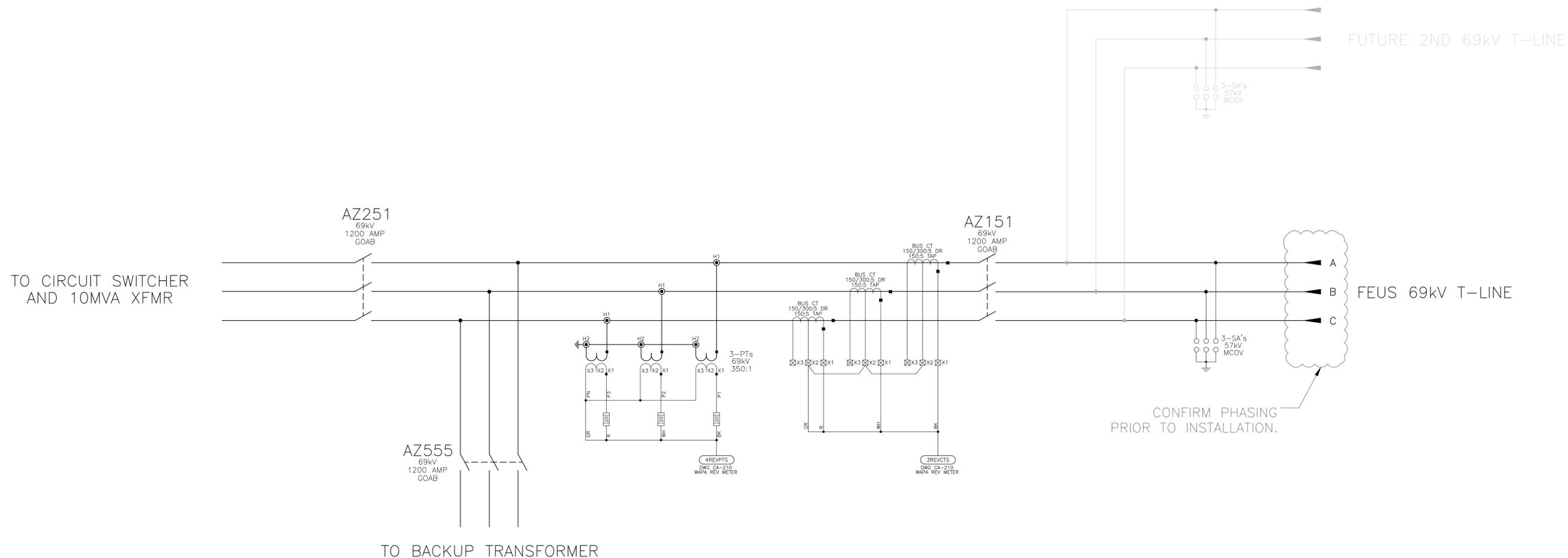
EXISTING STATION GROUNDING

N.T.S.
REF: CITY OF AZTEC - AZ-E300



- NOTES:**
- SUBSTATION GROUND GRID SHALL BE BURIED 18 INCHES BELOW SUBGRADE.
 - SUBSTATION GROUND GRID SHALL EXTEND 3 FEET MINIMUM BEYOND SUBSTATION FENCE.
 - SEE DWG. CA-51 FOR TYPICAL FENCE GROUNDING DETAILS.
 - ATTACH NEW GROUND GRID TO EXISTING GROUND GRID WHEREVER EXISTING GROUND GRID IS ENCOUNTERED.
 - CONTRACTOR TO REPAIR ALL GROUND GRID CONNECTIONS DAMAGED DURING CONDUIT INSTALLATION USING EXOTHERMIC WELDS FOR THE CONDUCTOR SIZE/TYPE ENCOUNTERED.
 - TWO GROUND CONDUCTOR SIZES WERE NOTED ON THE EXISTING DRAWINGS.

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		3 ISSUED FOR RFQ JG KA 1/28/16 1st Review Issued (By/Date) /		2 ISSUED FOR BID JG KA 11/12/15 2nd Review Issued (By/Date) /		1 ISSUED 1ST REVIEW JG KA 7/16/15 IFC (160) Issued (By/Date) /		SCALE: 1"=4' DWG NO. CA-50 SHEET 1 OF 1	
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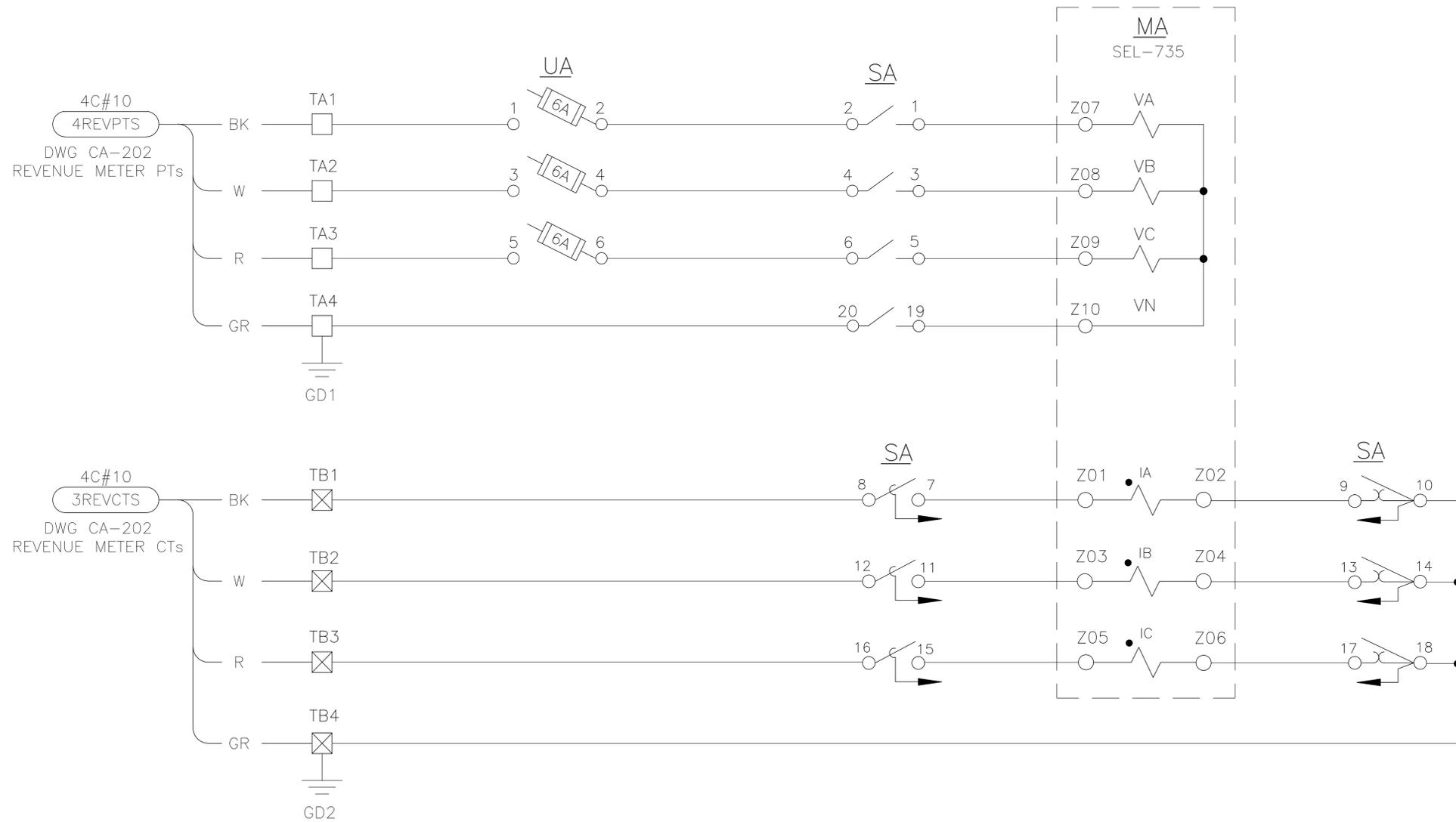
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3	ISSUED FOR BID	JEE	KWA	1/28/16	/	/	/
2	REVISED PER WAPA COMMENTS	JEE	KWA	10/22/15	/	/	/
1	FEUS AND WAPA REVIEW	JEE	KWA	9/14/15	/	/	/

FARMINGTON ELECTRIC UTILITY SYSTEM
CITY OF FARMINGTON, NM

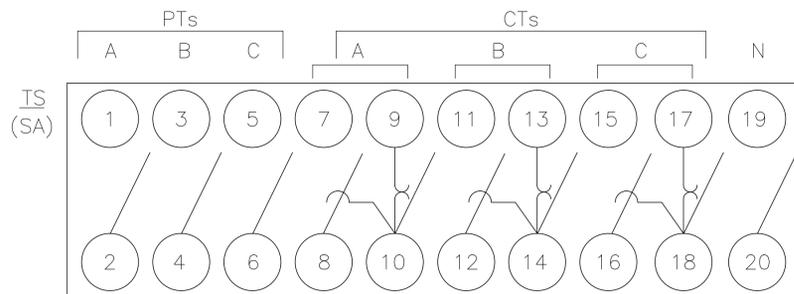
CITY OF AZTEC SUB
69kV REVENUE METERING
THREE LINE DIAGRAM

SCALE: NONE
DRAWN BY: JEE
DWG NO. CA-202
SHEET 1 OF 1

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WAPA REVENUE METER



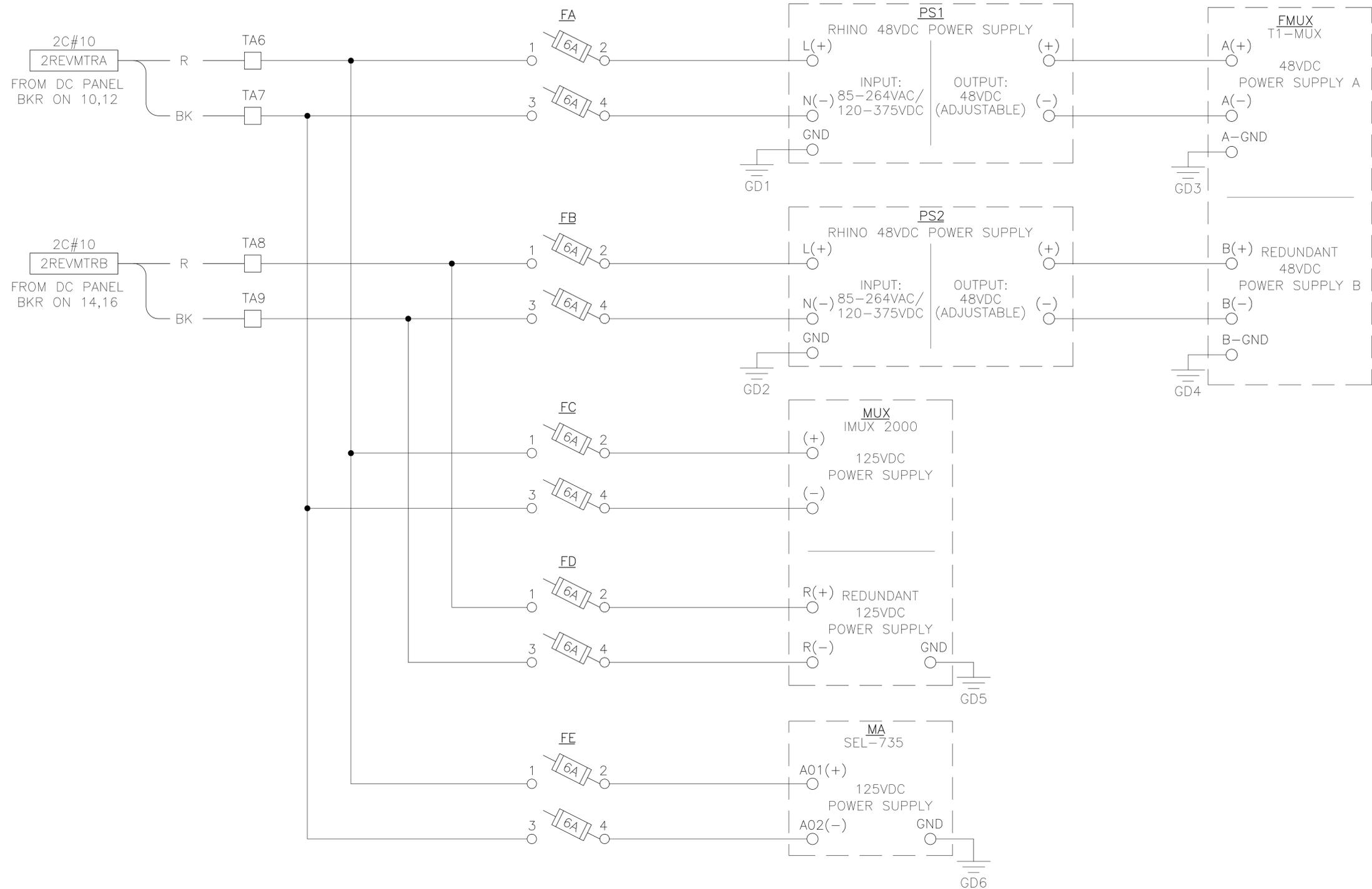
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No.	REVISION DESCRIPTION	By	Chkd	DATE
3	ISSUED FOR BID	JEE	KWA	1/28/16
2	REVISED PER WAPA COMMENTS	JEE	KWA	10/22/15
1	FEUS AND WAPA REVIEW	JEE	KWA	9/14/15

FARMINGTON ELECTRIC UTILITY SYSTEM CITY OF FARMINGTON, NM			
1st Review Issued (By/Date)	JEE	KWA	1/28/16
2nd Review Issued (By/Date)	JEE	KWA	10/22/15
IPC (T&D) Issued (By/Date)	JEE	KWA	9/14/15
IPC (FEUS) Issued (By/Date)	JEE	KWA	9/14/15

CITY OF AZTEC SUB 69kV REVENUE METERING AC SCHEMATIC	
SCALE: NONE	DRAWN BY: JEE
DWG NO. CA-210	SHEET 1 OF 1



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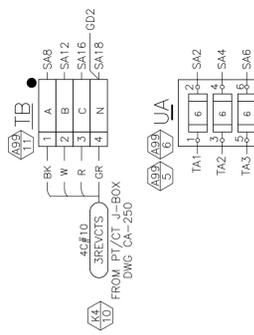
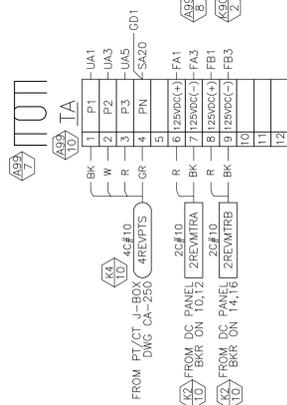
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UTILITY SYSTEM.

FARMINGTON ELECTRIC UTILITY SYSTEM CITY OF FARMINGTON, NM				
No.	REVISION DESCRIPTION	By	Chkd	DATE
3	ISSUED FOR BID	JEE	KWA	1/28/16
2	REVISED PER WAPA COMMENTS	JEE	KWA	10/22/15
1	FEUS AND WAPA REVIEW	JEE	KWA	9/14/15

CITY OF AZTEC SUB 69kV REVENUE METERING DC SCHEMATIC	
SCALE:	DRAWN BY:
NONE	JEE
DWG NO. CA-220	SHEET 1 OF 1

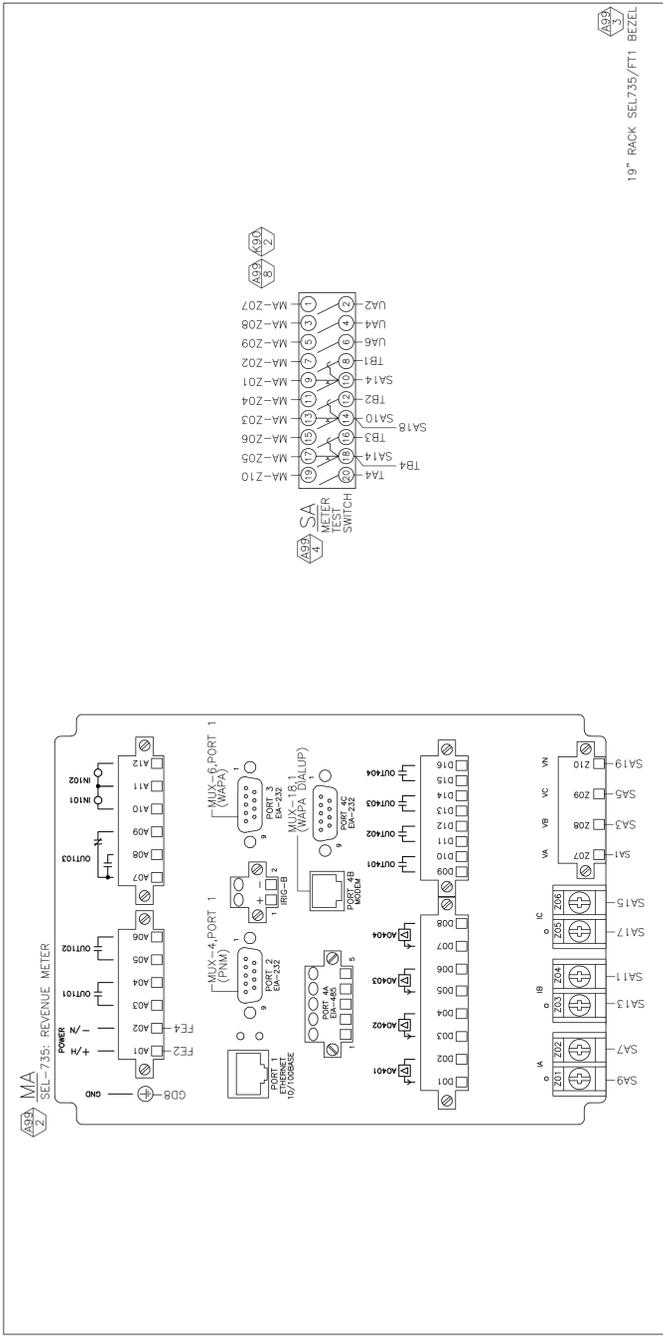
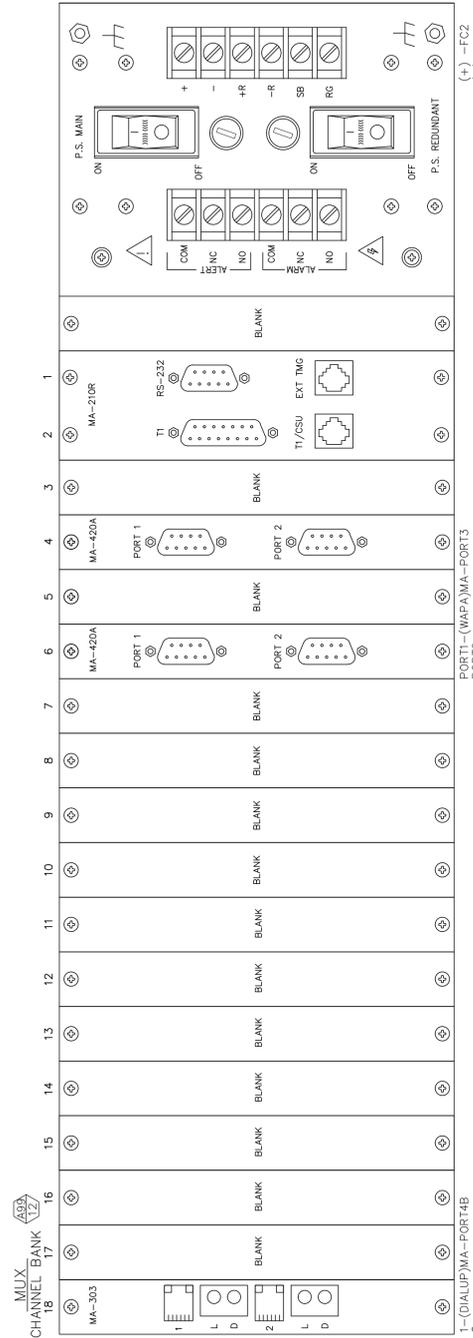
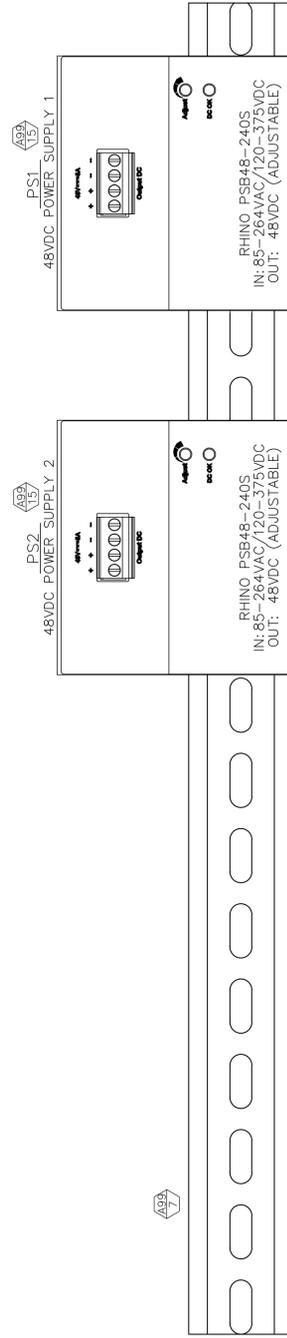
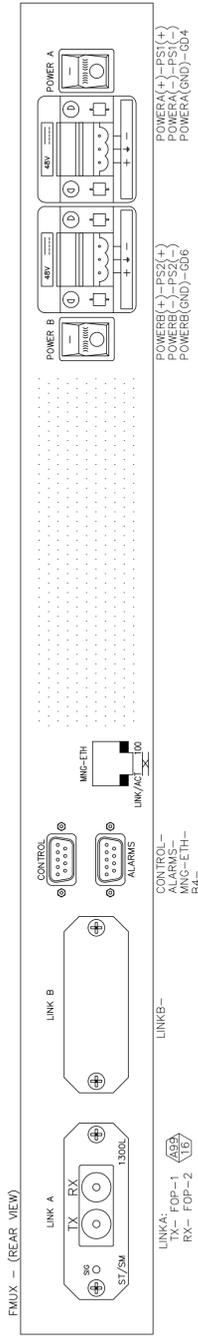
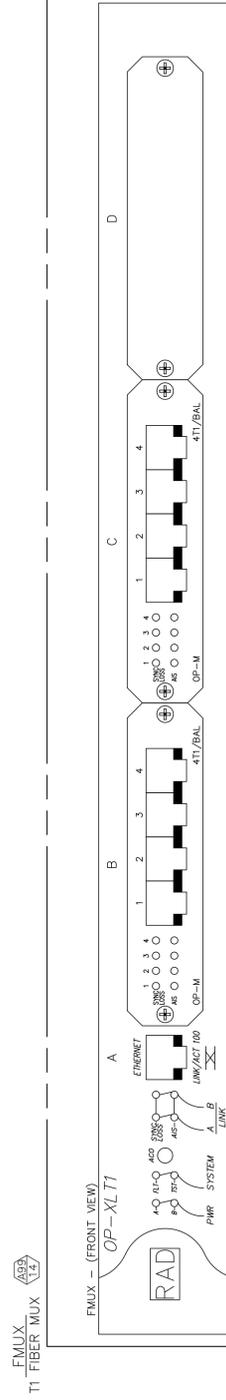
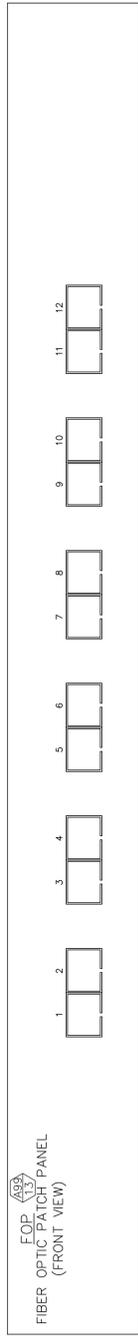
REAR SUB-PANEL

MOUNT TERMINAL BLOCKS, FUSES, & GROUND BAR USING .35MM DIN RAIL ON ENCLOSURE REAR WALL. TERMINATE CONDUCTOR AS SHOWN USING INSULATED RING TERMINALS AND WIRE NUTS. ALL WIRING SHALL BE IN ACCORDANCE WITH THE LABELS. LABELS SHALL INDICATE WIRE DESTINATION.



19" RACK CHASIS

(H/D BOX)



FARMINGTON ELECTRIC UTILITY SYSTEM
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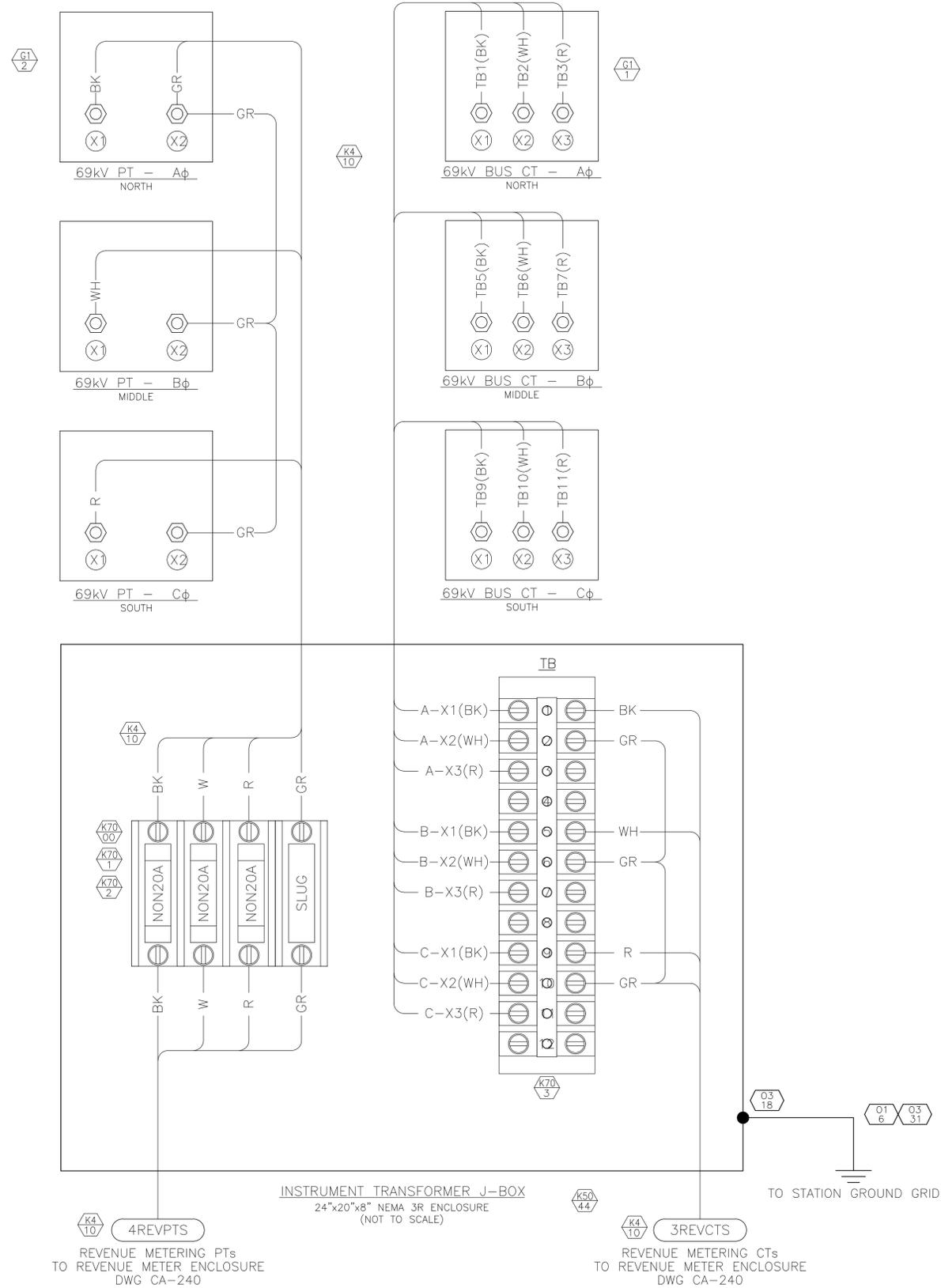
No.	REVISION DESCRIPTION	By	Chkd	DATE
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2	REVISED PER WAPA COMMENTS	JEE	KWA	10/22/15
1	FEUS AND WAPA REVIEW	JEE	KWA	9/14/15

1st Review Issued (By/Date)	2nd Review Issued (By/Date)	FC (FEUS) Issued (By/Date)	IPC (FEUS) Issued (By/Date)
/	/	/	/

SCALE:	DRAWN BY:
NONE	JEE

DWG NO.	SHEET
CA-240	1 OF 1

FARMINGTON ELECTRIC UTILITY SYSTEM		CITY OF AZTEC SUB	
CITY OF FARMINGTON, NM		69kV REVENUE METERING CONNECTION DIAGRAM	
* REFER TO MFG. DWGS			



- NOTES:
1. CONFIRM PHASING PRIOR TO CONDUCTOR INSTALLATION.
 2. STRIP FOUR CONDUCTOR #10 CABLE TO USE BETWEEN INSTRUMENT TRANSFORMERS AND JUNCTION BOX.
 3. USE HEAT SHRINK WIRE LABELS FOR CT CONNECTIONS.



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FARMINGTON ELECTRIC UTILITY SYSTEM				CITY OF AZTEC SUB	
CITY OF FARMINGTON, NM				69kV REVENUE METERING CT/PT J-BOX	
3	ISSUED FOR BID	JEE	KWA	1/28/16	1st Review Issued (By/Date)
2	REVISED PER WAPA COMMENTS	JEE	KWA	10/22/15	2nd Review Issued (By/Date)
1	FEUS AND WAPA REVIEW	JEE	KWA	9/14/15	FC (T&D) Issued (By/Date)
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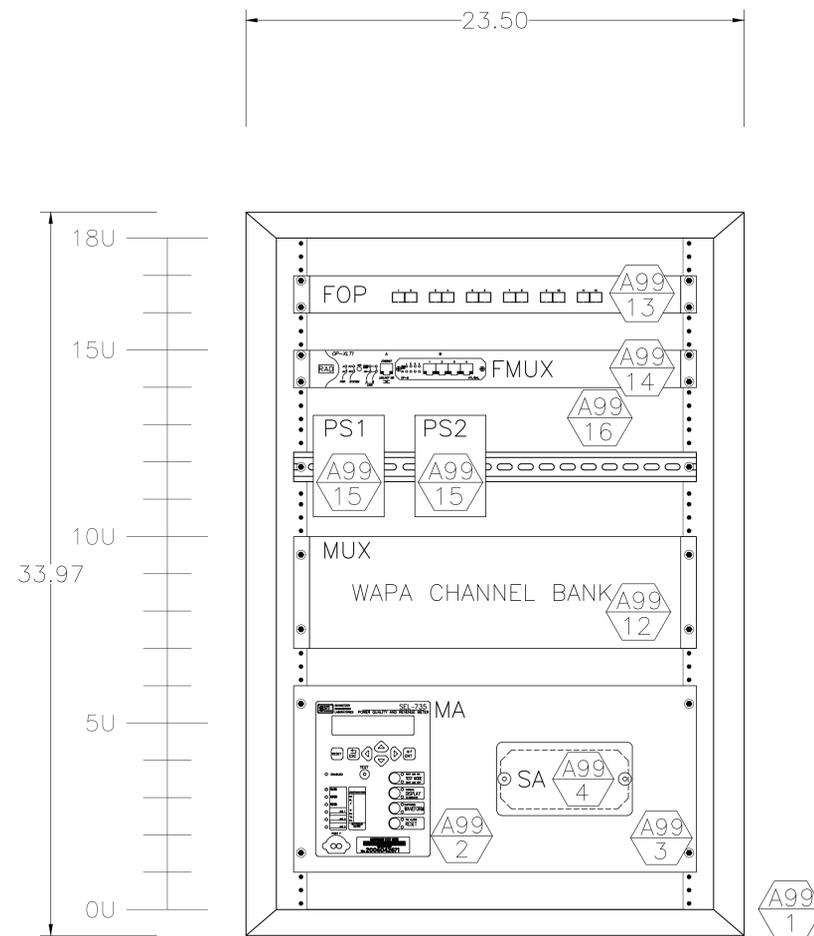
SCALE:	NONE	DRAWN BY:	JEE
DWG NO.	CA-250	SHEET	1 OF 1

WAPA – WESTERN AREA
POWER ADMINISTRATION
69KV REVENUE METERING



TEXT SIZE – 1/4"
NAMEPLATE SIZE – 2"x5"

ENCLOSURE FRONT DOOR NAMEPLATE
ADHESIVE BACKED PHENOLIC, BLACK WITH WHITE LETTERING.



CITY OF AZTEC WAPA REVENUE METERING ENCLOSURE

		FARMINGTON ELECTRIC UTILITY SYSTEM CITY OF FARMINGTON, NM				CITY OF AZTEC SUB 69KV REVENUE METERING PANEL LAYOUT DIAGRAM	
		SCALE: NONE		DRAWN BY: JEE			
DWG NO. CA-280		SHEET 1 OF 1					

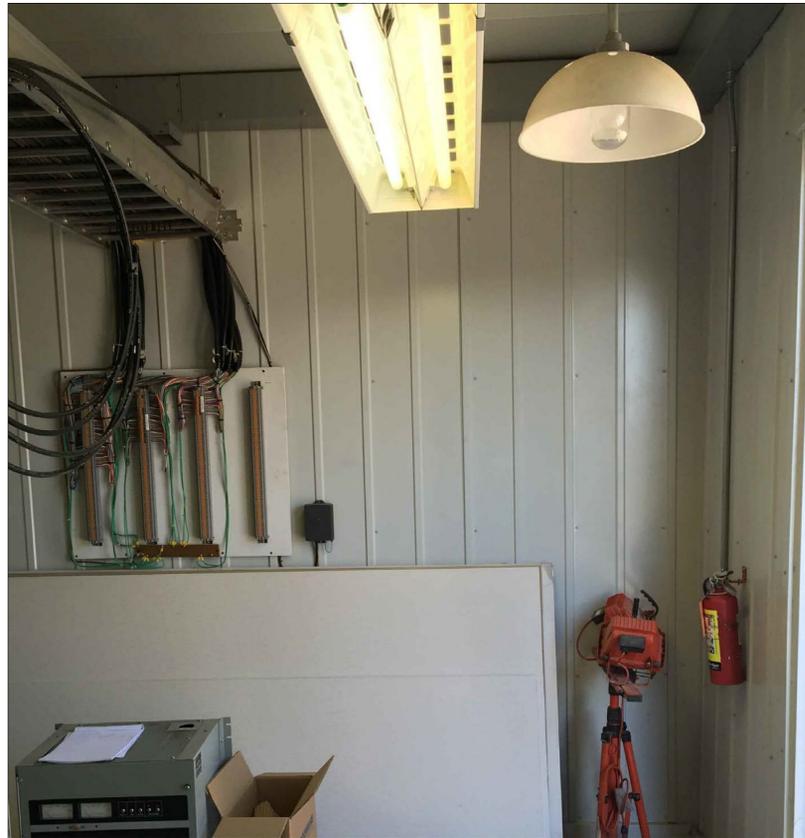
No.	REVISION DESCRIPTION	By	Chkd	DATE
3	ISSUED FOR BID	JEE	KWA	1/28/16
2	REVISED PER WAPA COMMENTS	JEE	KWA	10/22/15
1	FEUS AND WAPA REVIEW	JEE	KWA	9/14/15

1st Review Issued (By/Date)	2nd Review Issued (By/Date)	IFC (FEUS) Issued (By/Date)
/	/	/
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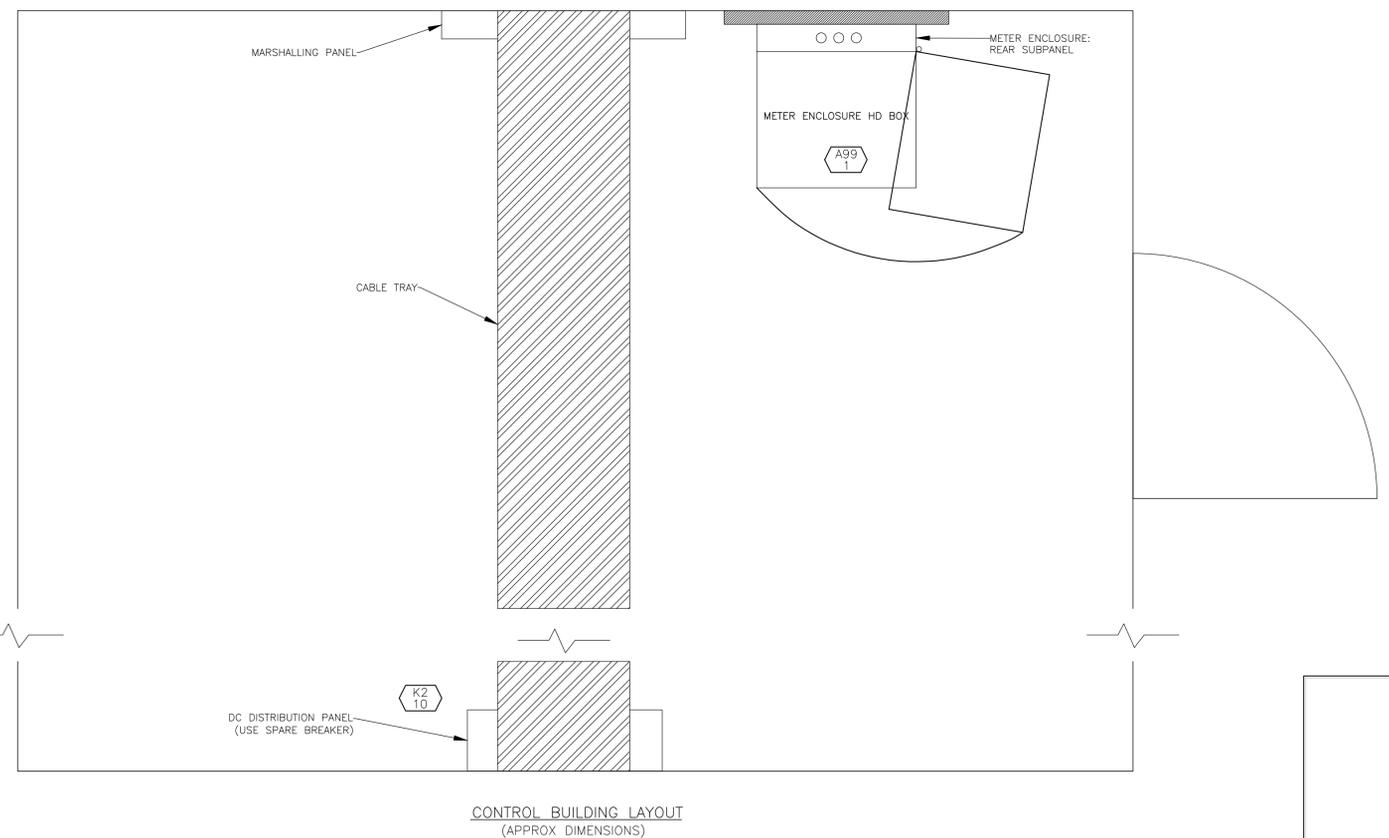
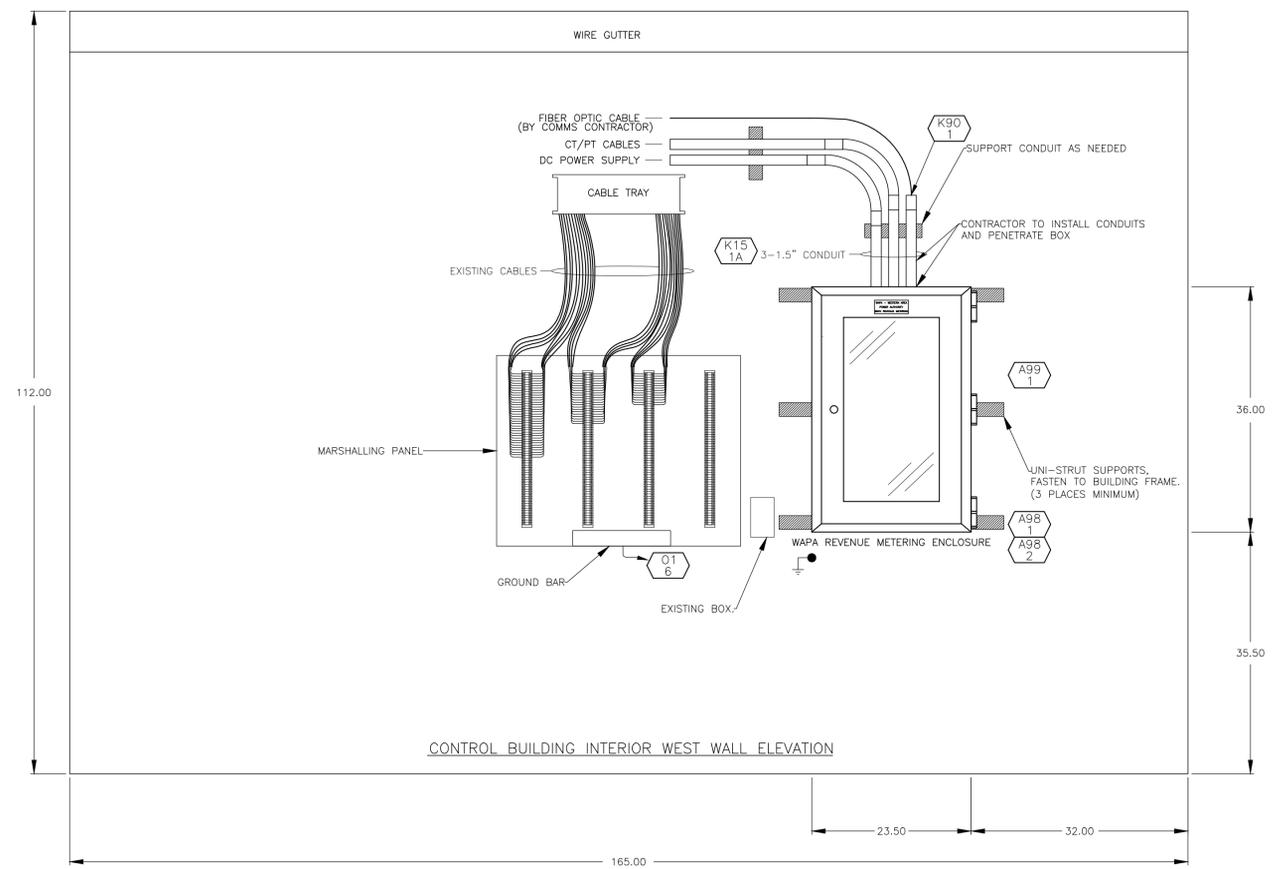
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1/29/2016 11:22:23 AM



CONTROL BUILDING PICTURE: WEST WALL
MISCELLANEOUS MATERIAL TO BE MOVED PRIOR TO CONSTRUCTION BY OWNER



CONTROL BUILDING LAYOUT
(APPROX DIMENSIONS)

		Transmission & Distribution Services Consulting Engineers & Surveyors 9550 San Mateo Blvd. NE, Suite G Albuquerque, NM 87113 www.t-d-services.com				FARMINGTON ELECTRIC UTILITY SYSTEM CITY OF FARMINGTON, NM		CITY OF AZTEC SUB 69kV REVENUE METERING CONTROL BUILDING LAYOUT	
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1/29/2016 11:22:38 AM

Staff Summary Report

MEETING DATE:	March 8, 2016
AGENDA ITEM:	XI. CONSENT AGENDA (D)
AGENDA TITLE:	Resolution 2016-990; Application for Municipal Arterial Program (MAP) Funds for Fiscal Year 2017

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

PROJECT DESCRIPTION / FACTS

- North Oliver Drive serves as a connection to McWilliams Road which connects to N. Lightplant Road (NM 574). North Oliver Dr. qualifies for funding through the Municipal Arterial Program (MAP) due to its connectivity with NM 516 on the south and NM 574 to the northeast.
- North Oliver is the most important connector to the Aztec Airport.
- Phase 1 of the North Oliver project was completed in 2013.
- North Oliver Dr. has deteriorated due to increased traffic including airport traffic. Traffic flows along North Oliver Drive is projected to increase as the Pioneer Subdivision continues to develop and plans for the airport come on line. Traffic projections indicate the Average Daily Traffic (ADT) volumes will increase to approximately 2500 in the area of the improvement in 2040; an increase of nearly 28% over current traffic counts. It appears that traffic currently using NM 574 (North Light Plant Rd.) may use North Oliver Drive to avoid the congestion which occurs at various times of the day due at Koogler Junior High. The Farmington Municipal Planning Organization (MPO) projects that this congestion will get worse when McWilliams Drive is paved and projections may be higher than shown.
- North Oliver is one segment of a municipal master traffic plan study for this area to address the current and projected increased congestion at NM574 and NM516, based on the recent regional traffic study authorized by NMDOT and completed by Wilson & Company, Inc. The City is identifying improvements and reasonable connections to interior roads to provide traffic, in all its forms, alternative routes to NM516 and NM574.
- The proposed improvements to North Oliver is the 2nd Phase of the project and continues improvements approximately 1100 feet north to around the south edge of the Church of Ladder Day Saints property. Improvements carry the standards of Phase 1 forward which include 2- 11-foot traffic lanes, curb and gutter on both sides, a 5-foot sidewalk on one side and a multi-use trail on the other, ADA amenities, drainage improvements including improved drainage ways and 520 feet of 48-inch trunk line on the south side of Hwy 516, guard rail and a retaining wall.

- The MAP funding application is being submitted for this Phase II of the N Oliver Project. Total cost of the improvements is estimated to be \$474,045. The City is required to commit by resolution to a 25% match to the State's award for the project. We are hoping for a full cost estimate award which would commit City funds in the amount of \$118,511. Any amounts needed to complete the Phased improvements over the awarded MAP funding will need to be covered by City funds. Staff recommends a project cost of \$200,000 be committed to cover all costs including the 25% match.
- Any repair, replacement or relocation of underground and overhead utilities will be completed prior to the improvements. The City will accomplish this task at its own expense in addition to the required match for any funding that is provided.
- The proposed improvements will improve the functionality of North Oliver Drive for the adjacent neighborhoods as well as providing relief to the intersection of NM 516 and NM 574 by providing an alternative route for traffic particularly when McWilliams is resurfaced.
- To apply for the Municipal Arterial Program grant, the City must formally show intent and support through the passing of a resolution.

PROCUREMENT / PURCHASING

- None

FISCAL INPUT / FINANCE DEPARTMENT

- Funding applications will be reviewed by NMDOT District V staff and will submit funding recommendations to the Transportation Commission. The Commission should finalize their funding decision in June 2016. If the City is awarded funding, agreements should be finalized in the fall of 2016 and provide for funds to be expended by June 2018.
- The FY17 Preliminary Annual Budget will identify required matching funds for the project and the FY17 Final Annual Budget will include necessary adjustments if funding is awarded to the City.

SUPPORT DOCUMENTS: Resolution 2016-990

DEPARTMENT'S RECOMMENDED MOTION: Approve Resolution 2016-990; Application for Municipal Arterial Program (MAP) Funds for Fiscal Year 2017

**CITY OF AZTEC
Resolution 2016-990**

**Resolution Supporting An Application For Funding Assistance Through
The New Mexico Department of Transportation Municipal Arterial Project
(MAP)**

WHEREAS, the City is applying to the New Mexico Department of Transportation for funds for roadway improvements to North Oliver from Aztec Blvd (NM516) to McWilliams Drive which connects to North Lightplant Road (NM574); and

WHEREAS, this project will rebuild the roadway, and add curb, gutter, sidewalk and bike paths and meets the requirements of a MAP project for the purposes of maintenance and improvement; and

WHEREAS, staff feels this project is necessary to address the deteriorating condition of North Oliver and address current and projected transportation requirements in this area; and

WHEREAS, this project does require a 25% cash City match and any additional City funding required to cover project costs beyond the 75% grant amount from MAP.

NOW, THEREFORE, be it resolved by the Governing Body of the City of Aztec, New Mexico that the New Mexico Department of Transportation is hereby assured that the City supports this project for road improvements to North Oliver and to provide the required cash match (not to exceed \$200,000 in FY17) for this project.

ADOPTED and APPROVED this 8th day of March 2016

Mayor Sally Burbridge

ATTEST:

City Clerk, Karla Sayler

Staff Summary Report

MEETING DATE:	March 8, 2016
AGENDA ITEM:	XI. CONSENT AGENDA (E)
AGENDA TITLE:	Letter of Intent: Application for Local Government Road Program Funds

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

PROJECT DESCRIPTION / FACTS

- NMDOT requests applications annually for funding consideration under the Local Government Road Program. The amount of funding typically available for any one project is \$150,000 to \$200,000 and requires a 25% match from the local entity.
- The Local Government Road Program funding is rotated among Aztec, Bloomfield and Farmington to provide a larger source of funds to complete projects. Aztec was the recipient of funding during FY14 for Simonds Road and is therefore due funding in FY17.
- This funding was used in FY15 in conjunction with City funding to construct Simonds Rd from Hwy 516 to River View Rd.
- The City Engineer has identified roadway reconstruction projects that are included in the City's 10-Year Street Maintenance Plan.
- The application for Local Government Road Program funding is for the Number 1 priority on the 10-Year plan for roadway reconstruction ~ Western Drive between the Public Works facility and Swire Ave. Much of this section of Western Drive was recently excavated to relocate the NM Gas line from the center of the roadway in preparation for the Sewer Outfall sewer main that will be installed under the middle of this roadway. A trench 10 to 12 feet wide and 12 feet deep will be excavated down the middle of the road. The road is currently full of potholes that are not worth paving before the sewer main construction. Nearly all of the remaining pavement will be destroyed by the Sewer Outfall project. The sewer main project does not include reconstruction of this part of Western Drive.
- The estimate for the project is \$452,929 including GRT. Improvements include regrading this section of Western Drive to drain east to Swire to eliminate ponding during mild rainfall, 4 foot sidewalks, curb and gutter on both sides, relocation of mail boxes to comply with ADA requirements, ADA compliant handicap ramps, 572 tons of Super Pave IV hot mix asphalt paving, a valley gutter, and fence replacement. Public Works crews will remove what remains of the asphalt paving before the project starts to help with project costs.
- The City's required funding match is 25% or \$113,232. Additionally, the City will be required to fund costs that are not captured by the grant which could be significant. Additional costs are not known until the actual amounts of the grant funding and project

construction bid are known. These additional costs could exceed \$100,000.

- To apply for the Local Government Road Program grant, the City must formally show support of the application through a Letter of Intent approved by City Commission.

PROCUREMENT / PURCHASING (if applicable)

- None at this time

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The reconstruction of Western Drive will be necessary as a result of the sanitary sewer line construction and will require the project to be included in the FY17 Preliminary Budget.
- If funding is approved, agreements should be fully executed by the fall of 2016 and require funds to be expended by December 2017.

SUPPORT DOCUMENTS: Letter of Intent

DEPARTMENT'S RECOMMENDED MOTION: Approve : Letter of Intent to accompany Application for Local Government Road Program Funds

Mayor
Sally Burbridge

Mayor Pro-Tem
Sherri A. Sipe



Commissioners
Roberta S. Locke
Katee McClure
Sheri L. Rogers

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

March 8, 2016

Mr. Paul Brasher
Acting District Engineer
c/o Susan Godina
NMDOT District 5
PO Box 4127
Santa Fe, NM 87502

RE: FY16-FY17 Local Government Road Program Letter of Intent

Dear Mr. Brasher:

This letter serves as formal notification that the Aztec City Commission supports the City's application for Local Government Road Program funding for street maintenance to streets identified for FY17 maintenance in the City of Aztec's "10 Year Street Maintenance Plan."

The project identified for this funding application is approximately 1000 feet of Western Drive for repairs and maintenance as contained within the application.

The project cost estimate is \$452,292 including GRT which requires a minimum of City match of \$113,232 that the City will commit to in the FY17 annual budget.

Please contact William Watson, PE (505.334.7660) if there are specific project questions and Kathy Lamb, Finance Director (505.334.7653) regarding City funds.

Thank you.

Sincerely,

Sally Burbridge
Mayor
City of Aztec, NM

Staff Summary Report

MEETING DATE: March 8, 2016
AGENDA ITEM: XI. CONSENT AGENDA (F)
AGENDA TITLE: Youth Conservation Corps Service Agreement

ACTION REQUESTED BY: City Staff
ACTION REQUESTED: Approval of 2016 Youth Conservation Corps Service Agreement
SUMMARY BY: Kris Farmer

PROJECT DESCRIPTION / FACTS

- Commission approved the submittal of FY16 YCC application/proposal on July 29, 2015.
- City of Aztec received award letter for funding on December 7, 2015 and committed to accept the funding from NMYCC on December 10, 2015.
- New Mexico Youth Conservation Corps Commission (NMYCC) has awarded the City the sum of \$55,549.59. This funding is to be used to employ approximately 12-18 youth between the ages of 14 and 25 fulfilling the mission of NMYCC.
- Capwalls Park renovations were identified as the FY16 project for YCC. Renovations will include pavilion, playground and walking trail.
- It is anticipated the hiring process will begin early April and youth will begin full time work May 31 and continue through mid August.
- Follow YCC guidelines as set out in agreement.
- After service agreement has been submitted to and approved by NMYCC then letter to proceed will be issued.

PROCUREMENT / PURCHASING

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

FISCAL INPUT / FINANCE DEPARTMENT

- The City has committed to an in kind sponsor contribution of \$45,761.29. This will be allocated between the FY16/17 budgets. This contribution is a combination of budgeted cash expenditures specific to youth employment and projects and in kind services provided through existing budgeted personnel, facility and equipment utilization.
- Sufficient funds exist in the FY16 budget to cover YCC Grant Coordinator, youth employment, supplies and project materials for both the YCC and City portions.
- The FY17 preliminary budget will include budget requests to provide sufficient funds to meet the City obligation for July and August 2016 which is approximately \$33,560 (YCC Youth Wage costs) and \$25,136 (City personnel and material costs)

SUPPORT DOCUMENTS: State of New Mexico Services Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve FY16 Service Agreement between the City of Aztec and State of New Mexico, Youth Conservation Corps Commission.

STATE OF NEW MEXICO
SERVICES AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into by and between the State of New Mexico, Youth Conservation Corps Commission (YCCC), and City of Aztec herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work

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

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

C. Contractor shall make requests for reimbursement on the Request for Reimbursement Form, see Attachment 2 attached hereto and incorporated by reference, and must submit a written Project Status Report (Attachment 6) with each reimbursement request. Contractor shall use the YCCC web-based reporting system (available at <https://www.emnrd.state.nm.us/YCC>) throughout this Agreement's duration. Contractor shall provide an in-kind sponsor contribution as specified in Attachment 1.

D. Contractor must contribute the amounts specified in Attachment 1, unless Contractor is unable to contribute these amounts because of unforeseen circumstances and obtains written approval for a lesser or prorated amount from the Executive Director. Contractor shall outline Contractor's contribution on the In-Kind Sponsor Match Form/Forms, see Attachment 3 attached hereto and incorporated by reference and In-Kind Reporting Tables, see Attachment 5 attached hereto and incorporated by reference, outlining Contractor's contribution and submit with proper back-up documentation with each request for reimbursement and prior to the submittal of the Final Request for Reimbursement. YCCC shall not process Final Request for Reimbursement until Contractor submits In-Kind Sponsor Contribution Form/Forms.

E. Contractor shall not begin the Project until Contractor provides YCCC with proof that it has obtained permission from all land owners or managers where the Project shall take place, proof that workers compensation and general liability insurance policies are in place for the duration of the project, the Contractor's Proposal has been completely and accurately entered into the YCCC Web Based Proposal and the YCC Executive Director issues a letter to proceed.

F. Contractor shall hire Corps members who shall be considered employees of Contractor for the duration of the Project, and monitor all Corps members and Project activities to ensure compliance with the Project specifications described in Section 1, Scope of Work, Subparagraph A, Contractor shall

provide supervision of Corps members while on the Project work site, including substitutes, if crew leaders are absent, and ensure the Project work site meets all applicable state and federal health and safety standards and all state and federal labor laws. Contractor shall purchase and provide all tools and materials necessary for implementation of the Project as described in Attachment 1.

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

2. Payment Provisions

A. YCCC shall pay Contractor for services satisfactorily performed pursuant to the Scope of Work in an amount not to exceed fifty five thousand five hundred forty nine dollars and fifty nine cents (\$55,549.59), including New Mexico gross receipts taxes, if any, and any travel, pursuant to Paragraph B of this Compensation Section. YCCC shall make payment upon the satisfactory and timely completion of the work described above in the Scope of Work and Attachment 1. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein. The parties do not intend for Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying YCCC when the services provided under this Agreement reach the total compensation amount. In no event shall Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. Reimbursement shall be consistent with the budget outlined in Attachment 1. YCCC MUST receive all invoices no later than 7 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

Payment in fiscal year 2017 is subject to availability of funds pursuant to Section 11, Appropriations, set forth below and to any negotiations between the parties from year to year pursuant to the Scope of Work and to approval by DFA.

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

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

D. Contractor must submit detailed statements accounting for all services performed, goods obtained, and expenses incurred. Vouchers must be supported by approved purchase order or equivalent document and invoice by the supplier, evidencing the propriety of each claim for payment. Wage amounts charged shall be based upon payrolls maintained by Contractor and must be supported by time and attendance sheets. If YCCC finds that the statement, services, goods, or expenses are not acceptable, within 30 days after the date of receipt of (i) written notice from Contractor that payment is requested,

and (ii) all supporting documentation, YCCC shall provide Contractor a letter of exception explaining the defect or objection to the statement, services, goods, or expenses, and outlining steps Contractor may take to provide remedial action. Upon YCCC's certification that the statement, supporting documentation, services, goods, or expenses have been received and accepted, YCCC shall tender payment to Contractor within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, YCCC shall not incur late charges, interest, or penalties, for failure to make payment within the time specified herein.

3. Term

This Agreement becomes effective when executed by an authorized representative of Contractor and of YCCC and when DFA encumbers funds for this Agreement. It shall terminate on October 31, 2016, unless earlier terminated pursuant to Section 4, Termination, or Section 12, Appropriations, below.

4. Termination

A. Grounds. The YCCC may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the YCCC's uncured, material breach of this Agreement.

B. Notice; YCCC Opportunity to Cure

1) Except as otherwise provided in Sections 7.A and 17, the YCCC shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give YCCC written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the YCCC's material breaches of this Agreement upon which the termination is based and (ii) state what the YCCC must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the YCCC does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the YCCC does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the YCCC; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Section 12, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the YCCC's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. ***THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE YCCC'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.***

D. Any non-expendable personal property or equipment procured under this Agreement shall be used and disposed of in accordance with YCCC policy.

5. Amendment

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

6. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent contractors for the YCCC and are not employees of the State of New Mexico. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Assignment

Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

8. Subcontracting

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

9. Non-Collusion

In signing this Agreement, the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the YCCC.

10. Inspection of Project Location(s) and Personnel Records

The YCCC may inspect, at any reasonable time, during Contractor's regular business hours and upon prior written notice project locations as outlined in Attachment 1 and records related to the hiring and employment of YCC members which is related to the performance of this Agreement.

11. Records of Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered. These records shall be subject to inspection by the YCCC, the State Auditor and other appropriate state and federal authorities. YCCC shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of YCCC to recover excessive or illegal payments.

12. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the legislature of New Mexico for the performance of this Agreement. If sufficient

appropriations and authorization are not made by the legislature, this Agreement shall terminate upon written notice being given by the YCCC to the Contractor. The YCCC's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the YCCC proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

13. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the YCCC, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

14. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by YCCC.

15. Conflict of Interest

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any YCCC employee while such employee was or is employed by the YCCC and participating directly or indirectly in the YCCC's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of

the State whose official act, while in State employment, directly resulted in the YCCC's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the YCCC.

C. Contractor's representations and warranties in Paragraphs A and B of this Section 15 are material representations of fact upon which the YCCC relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the YCCC if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Section 15 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Section 15 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the YCCC and notwithstanding anything in the Agreement to the contrary, the YCCC may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Section.

16. Approval of Contractor Representatives

YCCC reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the YCCC, serving the needs of the State of New Mexico adequately.

17. Scope of Agreement

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

18. Notice

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

19. Equal Opportunity Compliance

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

20. Indemnification

The Contractor shall hold the state and its agencies and employees harmless and shall indemnify the state and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the YCCC, its officers or employees.

21. Applicable Law

This Agreement shall be governed by the laws of the State of New Mexico.

22. Incorporation by Reference and Precedence

A. This Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any YCCC response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

B. In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; and (4) the contractors response to the request for proposals.

23. Insurance Coverage:

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

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

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

24. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

25. Invalid Term or Condition

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

26. Enforcement of Agreement

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

27. Notification

Either party may give written notice to the other party in accordance with the terms of this Section 27. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To YCCC: Wendy Kent, Executive Director

Office address: Youth Conservation Corps
811 St. Michaels, Ste. 104
Santa Fe, NM 87505

(for express carrier
and hand deliveries)

(505) 690-1831 (voice)
(505)988-7313 (fax)
Wendy.Kent@state.nm.us

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

(505)334-7651 (voice)
(505)334-7649 (fax)

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Section 27. The carrier for mail delivery and notices shall be the agent of the sender.

28. Acknowledgement.

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

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution
by:

STATE OF NEW MEXICO, YOUTH CONSERVATION CORPS COMMISSION

By: _____ Date: _____
Chair or Designee

CITY OF AZTEC

By: _____ Date: _____
Authorized Representative Signature

Printed Name and Title

ATTACHMENT 1

ATTACHMENT 2

REQUEST FOR REIMBURSEMENT/YOUTH CONSERVATION CORPS					
Sponsor Information		Phone Number:	xxx-xxx-xxxx	Report #:1	
Contractor Name	Contract No.	xxxxxxxxxx	Start Date of this Reporting Period:		
Contractor Address			End Date of this Reporting Period:		
City, State Zipcode			% to wages (expended wages vs. total expended)	#DIV/0!	
INSTRUCTIONS FOR FILLING OUT THIS FORM ARE ON THE BOTTOM OF THE PAGE.					
ITEMS IN BUDGET	YCC BUDGET (Original)	Adjusted Budget	YTD REIMBURSEMENTS	CURRENT REQUESTS	BUDGET BALANCE
Wages/FICA/Unemployment	\$ -				\$ -
Workers Compensation	\$ -				\$ -
Training/Education	\$ -				\$ -
Supplies/Equipment/Miscellaneous	\$ -				\$ -
TOTAL	\$ -			\$ -	\$ -

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

Name (Please Type) _____
Title (Please Type) _____

Signature: _____
Date: _____

PLEASE NOTE; This Form must accompany all Reimbursement Requests.

NOTATIONS:

1. Reports should be numbered consecutively starting with #1.
2. The cost categories must match the budget stated in the project agreement document. If changes are necessary, a revised budget must be approved by the YCC Commission.
3. Year-to-Date reimbursements should match the previous request's cumulative reimbursement amount.
4. Expenditures must be itemized, identified and generally will have been approved in the project applications and the project agreement document.
5. Sponsor must submit all supporting documentation and project status report must accompany reimbursement requests.
6. Budget balance must take into account the approved budget less current request and less all previously approved payments.
7. Nothing should be put in the "Adjusted Budget" column unless YCC staff has approved a budget adjustment request.

ATTACHMENT 3

IN-KIND SPONSOR MATCH FORM/YOUTH CONSERVATION CORPS				
Sponsor Information		Phone Number:	xxx-xxx-xxxx	Report #:1
Contractor Name	Contract No.	xxxxxxxxxx	Start Date of this Reporting Period:	
Contractor Address			End Date of this Reporting Period:	
City, State Zipcode			% match met (expended vs. budgeted)	#DIV/0!
INSTRUCTIONS FOR FILLING OUT THIS FORM ARE ON THE BOTTOM OF THE PAGE.				
ITEMS IN BUDGET	YCC BUDGET (Original)	Adjusted Budget	CURRENT REQUESTS	BUDGET BALANCE
Wages/FICA/Unemployment	\$ -			\$ -
Workers Compensation	\$ -			\$ -
Training/Education	\$ -			\$ -
Supplies/Equipment/Miscellaneous	\$ -			\$ -
				\$ -
				\$ -
				\$ -
TOTAL	\$ -		\$ -	\$ -

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

Name (Please Type) _____
Title (Please Type) _____

Signature: _____
Date: _____

PLEASE NOTE; This Form must accompany all Reimbursement Requests.

NOTATIONS:

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

Attachment 6
Project Status Report

New Mexico Youth Conservation Corps

Project Details

Project Status

Add a Status Report

Report Details

Start Date:

End Date:

Name:

Title:

Identify the person submitting this status report. *Please enter the submitters name
Enter Title of person submitting report

Project Work Plan

Discuss project accomplishments, problems encountered, and/or variances which have occurred.

Work Description:

Corps Members:

Total members working for this reporting period.

Hours Paid:

Total number of hours paid to Corps members in this reporting period.

Education

Discuss Corps members educational activities occurring during the reporting period.

Training Description:

Training Sessions:

*Please enter the number of training sessions provided during this reporting period.

Training Hours:

Open Items

Discuss any project items you feel are important in this actual reporting period.

Item Description:

Submit/Print

Staff Summary Report

MEETING DATE:	MARCH 8, 2016
AGENDA ITEM:	XI. CONSENT AGENDA (G)
AGENDA TITLE:	<u>Law Enforcement Protection Fund Grant</u>

ACTION REQUESTED BY:	Chief Heal
ACTION REQUESTED:	To have Mayor sign Law Enforcement Protection Fund Grant
SUMMARY BY:	Chief Heal

PROJECT DESCRIPTION / FACTS

- New Mexico Law Enforcement receives grants from the State depending on the size of the Community and the number of certified officers employed by the City. The City of Aztec is eligible for \$27,800.00. This is a grant we have been receiving for years.

FISCAL INPUT / FINANCE DEPARTMENT

- There is no cost to the City to receive these funds.

SUPPORT DOCUMENTS:	Law Enforcement Protection Fund Grant Application
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DEPARTMENT'S RECOMMENDED MOTION:	Approve the Mayor's signature on the Law Enforcement Protection Fund Grant Application.
---	---

APPLICATION FOR LAW ENFORCEMENT PROTECTION FUNDS
FOR CLASS 1 MUNICIPALITIES AND COUNTIES
PURSUANT TO CHAPTER 29, ARTICLE 13 NMSA 1978
FOR THE JULY 1, 2016 - JUNE 30, 2017 FISCAL YEAR

I. Municipality or County: City of Artee

II. Computation of Proposed Distribution:

A. Class 1 (Population per 2010 Census = 0 to 20,000) \$20,000

B. Total Number of Full-Time Certified Police Officers or Sheriff Deputies (*) multiplied by \$600:

13 X \$600 =

7800⁰⁰

(*) Each officer or Deputy must be certified by the New Mexico Law Enforcement Academy pursuant to Section 29-7-8 NMSA or authorized as a New Mexico peace Officer pursuant to Section 29-1-11 NMSA. Certification status must be current on the registry at the Law Enforcement Academy.

C. Total Proposed Distribution** (A + B)

27800⁰⁰

III. Amounts distributed from the Law Enforcement Protection Fund must be expended only for the purposes allowed by Section 29-13-7 NMSA 1978. Please itemize the proposed use of these funds below:

<p>A. Repair and purchase of law enforcement apparatus and equipment (itemized schedule, page 3, must be completed)¹ which meet minimum nationally recognized standards. (Please Note: regular maintenance on vehicles and police equipment; office furniture and supplies; or operating expenses are not allowable expenses) Rule 2 NMAC 110.3</p>	\$ 20,000 ⁰⁰
<p>B. Expenses associated with advanced law enforcement planning and training.</p>	7800 ⁰⁰
<p>C. Complying with match or contribution requirements for the receipt of federal funds relating to criminal justice programs.</p>	
<p>D. No more than fifty percent (50%) of the replacement salaries of law enforcement personnel participating in basic law enforcement training.</p>	
<p>E. New Mexico Finance Authority Intercept Agreement.</p>	
<p>F. TOTAL ESTIMATED EXPENDITURES** (must equal total distribution)</p>	\$ 27800 ⁰⁰

** Total Estimated Expenditures from Section III must equal the amount of Total Proposed Distribution in Section II.

IV. **CERTIFICATION:** Under penalty of law, we hereby certify that to the best of our knowledge and belief, the information contained in this application is correct, and that all expenditures of Law Enforcement Protection Fund monies will be made in accordance with Sections 29-13-7 and 29-13-9 NMSA 1978 as well as Rule 2 NMAC 110.3.

Mayor/Chairman

Michael J. Keal
Police Chief or Sheriff

Date

¹Pertains only to municipalities with a population of 1500 or less and universities.



City of Aztec Police Department
Chief Michael J. Heal
201 West Chaco
Aztec, New Mexico 87410
Phone (505) 334-7620 Fax (505) 334-7629

February 26, 2016

Mr. Rick Lopez, Director
Local Government Division
Department of Finance and Administration
Bataan Memorial Building, Room 202
Santa Fe, New Mexico 87501

RE: Law Enforcement Protection Fund

Mr. Lopez;

Enclosed please find the following 2016 Law Protection Fund Application. If you need additional information or need further assistance, please do not hesitate to contact me at (505) 334-7620.

Thank you.

Sincerely,

Michael J. Heal
Chief of Police
Aztec Police Department

Enclosures

/mjh/

Staff Summary Report

MEETING DATE: March 8, 2016
AGENDA ITEM: XI. CONSENT AGENDA (H)
AGENDA TITLE: Hill's Pet Nutrition, Food Shelter & Love Program

ACTION REQUESTED BY: Animal Shelter
ACTION REQUESTED: Approval
SUMMARY BY: Tina Roper

PROJECT DESCRIPTION / FACTS

- Hill's Science Diet will provide the Animal Shelter with food for all dogs, puppies, cats and kittens that are here in our care. Hill's discounts the food price so that we only pay for the freight to get the food here.
- They also allow us to purchase any canned or specialty food at a discounted rate.
- Hill's Science Diet also provides a 5 lb. bag of food to be sent home with every adopted animal.

PROCUREMENT / PURCHASING

- Periodic price checking of products purchased through Hill's Pet Nutrition occasionally may identify an item at a lower cost than Hill's provides. The lower price is inconsistent, vendors vary with each product and each time prices are checked, supply is inconsistent and delivery may be an additional cost. Hill's Pet program provides consistent pricing, dependable supply and delivery to the shelter.

FY14 Purchases:	\$18,332.39
FY15 Purchases:	\$21,649.79
FY16 Purchases (as of 2/2016):	\$15,449.72

FISCAL INPUT / FINANCE DEPARTMENT

- The FY16 Adopted Budget and FY17 Preliminary Annual Budget include funds for the care of animals at the shelter.

SUPPORT DOCUMENTS: Shelter Program Animal Shelter Account Application.
The Agreement is available in the City Clerk's office to view.

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Hill's Pet Nutrition, Food Shelter & Love Agreement



Hill's® Pet Nutrition, Inc. and Subsidiaries
 PHONE: 866 283 1217 FAX: 877 894 4600

For Office Use
 Plant _____ Trans. Zone _____
 Account # _____
 Acct. Set-up Sign. _____

SHELTER PROGRAM ANIMAL SHELTER/HUMANE SOCIETY ACCOUNT APPLICATION

***Shipping location must be a: physical shelter with sign and operating hours posted, vet clinic or pet related business, not in residential district.**

BILL TO: Aztec Animal Shelter

*** SHIP TO:** Aztec Animal Shelter

Business Name _____	Business Name _____
Street Address or PO Box <u>201 W Chaco St</u>	Street Address <u>825 Sabena St</u>
City/State/ Postal Code <u>Aztec, NM 87410-1915</u>	City/State/ Postal Code <u>Aztec, NM 87410-1780</u>
County <u>San Juan</u>	County <u>San Juan</u>
Contact Name <u>Amanda Williams</u>	Delivery Contact <u>Tina Roper</u>
Phone <u>(505) 334-7650</u>	Phone <u>505-334-7678</u>
Cell Phone _____	Cell Phone <u>505-486-0159</u>
FAX <u>(505) 334-7649</u>	FAX <u>505-334-5985</u>
E-mail <u>acctspayable@aztecnm.gov</u>	E-mail <u>troper@aztecnm.gov</u>
Website address <u>www.aztecnm.gov</u>	

Shelter staffed Veterinarian? Yes No (check one) **Full service clinic?** Yes No (check one)

If yes- Veterinarians Name Christopher F. Bauer, DVM

If yes-Veterinarian Signature required: *Christopher F. Bauer DVM*

(Only responsibility of veterinarian signature is animal care & prescribing prescription diets for above named shelter.)

If no- **Sponsor Veterinarian** (off-site veterinarian who provides healthcare for the shelter animals)

Veterinarian Name/Clinic Name & Complete Address _____

***Shelter must provide a copy of your 501 (c) (3)** Are you exempt from state taxes? Yes No (check one)

(If yes, please provide copy of state tax exemption document)

Delivery Information

Are there any specific or unusual delivery instructions? _____

Terms: Please see Hill's Food Shelter & Love® Program Agreement

Authorized Signature _____

Print Name _____

Date _____

Staff Summary Report

MEETING DATE: March 8, 2016
AGENDA ITEM: XI. CONSENT AGENDA (I)
AGENDA TITLE: Carter Pest Control Services Agreement Renewal

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: Approve renewal of Contract
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS (Leading Department)

- The current City of Aztec Pest Control Agreement with Carter Services expires on March 26, 2016.
- Carter Services provides pest control for all of the various City building, offices, and shop locations.
- The City is billed on a monthly rate that was determined by Bid #2013-385 awarded by Commission on March 26, 2013.
- Facilities added include the Golf Course and Hub.

PROCUREMENT INPUT (Purchasing)

- Staff requests renewal of the contract in the annual amount of \$5,651 (incl. tax)
- This renewal represents the final renewal under State Procurement. The final term will expire March 2017.
- Staff feels that Carter Pest Control has provided an acceptable service in the past and recommends approval of the renewal of the agreement.

FISCAL INPUT (Finance Department)

- The FY16 Annual Adopted Budget includes funding for pest control and the FY17 Preliminary Budget will include funding to meet the financial obligations of this agreement.

SUPPORT DOCUMENTS: Agreement with Carter Pest Control Services

DEPARTMENT'S RECOMMENDED MOTION: Move and second to approve renewal of City Pest Control Contract with Carter Services in the annual amount of \$5,232.00 + GRT for the fourth and final term under Bid 2013-385

CONTRACT AGREEMENT
2016-2017 Renewal
CONTRACT # 2013-385 MONTHLY PEST CONTROL SERVICES
BETWEEN CARTER SERVICES, INC.
AND THE CITY OF AZTEC

THIS AGREEMENT, originally entered into March 26, 2013, entered into on the,____ day of _____, 2016, between the City of Aztec, New Mexico a body corporate and politic, located at 201 W Chaco, New Mexico 87410 (hereinafter referred to as the CITY), and Carter Services, Inc., doing business at PO Box 342, Farmington NM 87499, (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the CITY requires the service of monthly pest control provided for various City buildings, main office located at the City of Aztec Center, 201 W Chaco, Aztec, New Mexico 87410; per Bid # 2013-385; and

WHEREAS, the CONTRACTOR has experience in the business of providing such services and is willing to provide said service for the City locations at the terms and rates specified in this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 **CONTRACT DOCUMENTS**

1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

Invitation to Bid including:

- 1.1.a Project Information
- 1.1.b Instructions to Bidders
- 1.1.c General Conditions
- 1.1.d Special Conditions
- 1.1.e Insurance/Bonding Requirements and Certificates
- 1.1.f Specifications, Contract Plans and Exhibits
- 1.1.g Addenda, interpretations and approved exceptions
- 1.1.h Signed Bid Form, including Proposal Pricing
- 1.1.i Attached Service Location and Fee Schedule

1.2 All documents are or will be on file in the office of the Purchasing Department, 201 W Chaco, Aztec, NM 87410.

1.3 In the event of a conflict between any of the above documents, the terms of the bid will control unless otherwise noted in this contract.

2.0 **DURATION OF THIS CONTRACT**

2.1 The term of this Contract shall be a one year period beginning on March 27, 2016 and continuing through March 26, 2017, representing the third renewal of the contract.

2.2 The Contract term is subject to renewal according to the Contract Specifications.

2.3 In no event shall the term plus renewals exceed four (4) years. The contract may be subject to three (3) additional twelve (12) month renewal periods. In no event shall the term plus renewals exceed four (4) years.

3.0 BID PRICES

3.1 The Contractor shall provide the required services for the prices quoted in the Contract Specifications. If the City requires additional locations or services above the bid amounts the City will negotiate with the firm an additional monthly amount at that time.

4.0 CONTRACT ENFORCEMENT - ATTORNEY'S FEES

4.1 If the City is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the City is required to use the services of an attorney, then the City shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the City pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

5.0 SEVERABILITY CLAUSE

5.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

6.0 GOVERNING LAW

6.1 This Contract shall be governed by the laws of the State of New Mexico both as to interpretation and enforcement.

7.0 ENTIRE AGREEMENT

7.1 This Contract contains the entire agreement between the parties.

7.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

CITY OF AZTEC

CONTRACTOR

MAYOR

Authorized Signature

ATTEST:

Name and Title

Karla Sayler, City Clerk

APPROVED AS TO FORM:

Larry T. Thrower, City Attorney

**Bid # 2013-385: Monthly Pest Control
Service Location and Fee Schedule
Contract Renewal March 2016**

Location	Carter Services, Inc.
City Hall	\$18
Police Dept. & Municipal Court	\$20
Finance	\$10
Utilities & Motor Vehicle	\$15
Fire Department	\$15
Civic/Senior Center	\$30
Water Treatment Plant	\$30
Visitors Center	\$8
Museum	\$18
Historical Society	\$15
Electric Department	\$20
Wastewater Treatment Plant	\$20
Airport Fire Substation	\$10
West Fire Station	\$10
Public Works	\$12
Public Works Shop	\$15
Animal Shelter	\$18
Parks/General Services	\$12
Parks/General Services Shop	\$15
Library	\$25
Hartman Park Concession 1	\$10
Hartman Park Concession 2	\$10
Golf Course	\$35
HUB	\$45
MONTHLY TOTAL:	\$436.00

Staff Summary Report

MEETING DATE:	March 8, 2016
AGENDA ITEM:	XI. CONSENT AGENDA (J)
AGENDA TITLE:	RFP 2014-230 City Attorney Contract Renewal

ACTION REQUESTED BY:	Finance Dept
ACTION REQUESTED:	Approval of Contract Renewal
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS (Leading Department)

- The current annual agreement City of Aztec Municipal Legal Services with Mr. Larry Thrower expired on February 26, 2016.

The City Attorney provides the following services for the City of Aztec:

1. Advise the City Commission, the City staff and all appointed boards on legal matters including but not limited to matters of civil liability, City finances, public property, and personnel.
2. Draft ordinances, resolutions, and proposed legislation.
3. Approve and/or prepare all contracts for the City of Aztec.
4. Prosecute all ordinance violations in Municipal Court and in District Court.
5. The City Attorney attends all Meetings as required by the City Commission.
6. Is available for in-house time at City Hall for a preferred (40) forty hours per month. (Including required meetings).

PROCUREMENT INPUT (Purchasing)

- Purchasing issued a formal Request for Proposals – RFP 2014-230 Municipal Legal Services – on January 19, 2014. Proposals were opened on January 30, 2014. One proposal was received. The City Commission approved the award of the RFP and contract to Mr. Thrower on February 11, 2014.
- The contract renewal will be effective February 26, 2016 for a term of one (1) year and represents the second renewal of a maximum of three under State Procurement. Under the terms of Section 13-1-50, NMSA contracts may be subject to extension not to exceed four (4) years.
- Staff feels that Mr. Thrower has provided a good service in the past and recommends approval of the renewal of the agreement.

FISCAL INPUT (Finance Department)

- **\$59,892.00** yearly including tax (base contract). Hours over 40 per month will be billed at **\$165.00** including tax.
- The FY16 budget includes sufficient funds to meet this contractual obligation to June 30, 2016 and the FY17 Preliminary budget includes funds for the remaining obligation of the contract renewal.

SUPPORT DOCUMENTS: 2016 Agreement with Larry T. Thrower

DEPARTMENT'S RECOMMENDED MOTION: Move and second to approve RFP 2014-230 – Municipal Legal Services contract renewal with Larry T. Thrower.

CITY OF AZTEC, NEW MEXICO

City Attorney Professional Services Contract

This contract is made and entered into on this 8th day of March 2016 by and between Larry T. Thrower, 411 N. Auburn, Farmington, New Mexico, hereinafter referred to as the "Contractor", and the City of Aztec, New Mexico, hereinafter referred to as the "City".

WHEREAS, the City has deemed it necessary to retain the services of the Contractor to act as legal counsel on behalf of the City; and

WHEREAS, the City desires to engage the Contractor to provide said services; and conditions of this contract.

THEREFORE, it is mutually agreed by and between the parties that:

1. **Scope of Services:** The Contractor shall perform professional services to the City, as a primary client, as hereafter stated:
 - A. Advice and consultation, including preparation of oral and written opinions to City Officials, Commissioners and Staff.
 - B. Attendance at City Commission Meeting and Workshops and other meetings when requested.
 - C. Preparation and or review of contracts, agreements and legal documents.
 - D. Drafting and review of proposed City Ordinances, Resolutions or Legislation.
 - E. Appear on behalf of the City for Court, Administrative Hearings, Planning and Zoning matters and Personnel matters.
 - F. Draft letters and requests for compliance on violations of City Ordinances and pursue prosecution where necessary in Municipal or District Court.
 - G. Prepare and submit a monthly status report of legal activities.
 - H. Submit a monthly detailed statement with billing, said statement to include the date and length of time of services rendered. These statements shall be subject to inspection by the designated agent for the City.
 - I. Participate in negotiations with other municipalities or governmental agencies.
 - J. Legal representation of the City, its political subdivision, as well as individual commissioners and other municipal employees who may be named as parties in their official capacities in any legal action.
 - K. Contractor shall not represent the City in matters generally handled by Risk Management.

CITY OF AZTEC, NEW MEXICO

2. **Compensation:** The compensation to the Contractor for legal services shall be paid monthly in the amount set forth below.
 - A. \$4,991.00 per month, inclusive of gross receipts taxes. This amount is subject to annual review. Hours in excess of 40 per month shall be billed at \$165.00 per hour.
 - B. No additional compensation will be provided for staffing services to the Contractor.
 - C. The contractor will be reimbursed for pre-approved City business travel expenses at the rates set forth in the Per Diem and Mileage Act, NMSA 1978, §§ 10-8-1 to 10-8-8 (Replacement Pamphlet 1992).
3. **Term:** This contract shall be effective from the 26th day of February, 2015 and terminate on February 26, 2016, for this term of one (1) year and will be subject three (2) additional one-year terms based upon satisfactory performance and rendition of services. Performance of services shall be reviewed annually, prior to the beginning of the fiscal year.
4. **Termination:** either party upon thirty (30) days written notice may terminate this contract. Written notice shall be delivered or mailed (certified mail, return receipt) to the other party.
5. **Status of Contractor:** Contractor acknowledges being an independent contractor and as such, will not be considered an employee of the City nor shall be eligible to accrue leave, retirement benefits, insurance benefits, use of city vehicles or any other benefits provided to City Employees.
6. **Worker Compensation:** Contractor acknowledges that he or she shall not have any claim whatsoever to workers compensation coverage under the City policy.
7. **Indemnification:** Contractor agrees to indemnify and hold harmless the City from any and all claims, suits and causes of action which may arise from his performance under this contract unless specifically exempted by New Mexico law. Contractor further agrees to hold harmless the City from all personal claims for any injury or death sustained by Contractor while engaged in the performance of this contract.
8. **Assignment:** Contractor shall not assign or transfer any interest in this contract or assign any claims for money due under this contract without the prior approval of the City.
9. **Subcontracting:** Contractor shall not subcontract any portion of the services to be performed under this contract without prior approval from the City.
10. **Confidentiality:** Any information learned, given to, or developed by the contractor in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the City.

CITY OF AZTEC, NEW MEXICO

11. **Conflict of Interest:** Contractor warrants that he/she presently has no interest or conflict of interest and shall not acquire any interest or conflict with the performance of services under this contract.
12. **Non-Discrimination:** Contractor agrees that he/she shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards and other non-discrimination and equal opportunity compliance laws, regulations, and practices.
13. **Amendment:** This contract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.
14. **Scope of Contract:** This contract incorporates all the agreements, covenants and the understanding between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understanding have been merged into this written agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.
15. This contract shall be governed by the laws of the State of New Mexico and the Ordinances of the City of Aztec.

In witness hereof, the parties have executed this contract as of the 8th day of March 2016.

CITY OF AZTEC

Mayor Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

Larry T. Thrower
Attorney At Law
411 N. Auburn
Farmington, NM 87401

Staff Summary Report

MEETING DATE:	March 8, 2016
AGENDA ITEM:	XIV. BUSINESS ITEM (A)
AGENDA TITLE:	<u>Southside Water Users Agreement</u>

ACTION REQUESTED BY:	City Manager's Office
ACTION REQUESTED:	Approval
SUMMARY BY:	Sherlynn Morgan

PROJECT DESCRIPTION / FACTS

Per the request to Commission by Southside this agreement has been changed to reflect the same rate provided to Flora Vista water association.

This agreement has been reviewed by City Attorney Larry Thrower.

PROCUREMENT / PURCHASING

None

FISCAL INPUT / FINANCE DEPARTMENT

This agreement reduces the rate previously provided to Southside Water Users Association by \$1.20/1000 gallons. Based on historical purchases, this will result in reduced annual water revenues of \$26,000.

SUPPORT DOCUMENTS:	Southside Water Users Agreement
---------------------------	---------------------------------

DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve Southside Water Users agreement
---	---

**WATER PURCHASE CONTRACT
SOUTHSIDE WATER USERS ASSOCIATION, INC.
and CITY OF AZTEC**

This Contract is made and entered into this ____ day of _____, 2016, by and between the City of Aztec, New Mexico, a New Mexico Municipal Corporation, whose address is 201 West Chaco, Aztec, New Mexico, hereinafter referred to as "CITY", and Southside Water Users Association, Inc., whose address is 300 S. Ash Ave, Aztec, New Mexico 87410, hereinafter referred to as "ASSOCIATION".

WITNESSETH:

WHEREAS, the ASSOCIATION was organized and established under the laws of the State of New Mexico and has been in the business of constructing and operating a water supply distribution system serving water users within the area to accomplish this purpose and as such will require a continued supply of treated water; and

WHEREAS, the CITY owns and operates a water supply distribution system with a current capacity which is capable of serving the present customers of the city system and a number of water users to be served by the said ASSOCIATION; and

WHEREAS, the parties have agreed upon the rate for calculating treated water rate charges per 1,000 gallons of water. The pricing agreed upon is **\$2.30 per 1,000 gallons** of treated water, **effective at the time the agreement is signed by both parties**.

NOW, THEREFORE, in consideration of the foregoing it is mutually agreed by the parties as follows:

Section 1. Quality and Quantity

The CITY shall furnish the ASSOCIATION, at the point of delivery hereinafter specified, during the term of this Contact or any renewal or extension thereof, potable treated water meeting applicable purity standards of the New Mexico State Environmental Department and Federal Environmental Protection Agency, in such quantity as may be required by the ASSOCIATION, not to exceed six million (6,000,000) gallons per month and such other further amounts as may be later agreed upon. Temporary or partial failure to meet NMEDIEP A purity requirements will be remedied with all possible dispatch.

Section 2. Point of Delivery and Pressure

The CITY shall provide the water at a reasonable constant normal pressure of seventy (70) pounds per square inch as measured at the point of delivery, located on County Road 3004, approximately 200 feet south of the intersection with South Rio Grande, San Juan County, New Mexico. If a greater pressure than that normally available at the point of delivery is required by the ASSOCIATION, the cost of providing such greater pressure shall be borne by the ASSOCIATION. Failure of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the City from this provision for such reasonable period of time as may be necessary to restore service.

Section 3. Metering Equipment and Maintenance

The CITY shall, at the point of delivery, furnish, install, operate and maintain at its own expense the necessary metering equipment of appropriate size to insure accuracy. The equipment shall be placed in a meter house or pit.

The CITY shall likewise provide the required devices of standard type for properly measuring and testing the metering equipment whenever requested by the ASSOCIATION, but not more frequently than once every twelve (12) months. The parties agree that a meter registering not more than two percent (2%) above or below the test result (utilizing AWWA Standards) shall be deemed to be accurate. The costs of such test shall be borne by the ASSOCIATION if the meter proves to be accurate; by the CITY if the meter proves to be inaccurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the three (3) months previous to such test in accordance with the percentage of inaccuracy found by such tests.

If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless the CITY and the ASSOCIATION shall agree upon a different amount. The metering equipment shall be read on the first day of each month or the closest business day thereto.

Section 4. Billing Procedure and Payment Date

The CITY shall furnish the secretary of the ASSOCIATION at the ASSOCIATION office, no later than the 30th day of each month, an itemized statement of the amount of water delivered to the ASSOCIATION during the preceding month. The ASSOCIATION shall pay the CITY no later than fifteenth (15th) of the following month.

Section 5. Rates

The pricing agreed upon is \$2.30 per 1,000 gallons of treated water, effective at the time the agreement is signed by both parties.

Section 6. Emergency Conditions

The Finance Director for the CITY will notify the ASSOCIATION of declaration of emergency conditions. Rates will be subject to appropriate cost factors at that time. The notification will be in the form of a letter.

Section 7. Water Rights

The ASSOCIATION agrees to provide raw water to the CITY water treatment plant in an amount sufficient to equal the treated water supplied to the ASSOCIATION by the CITY under this Contract. It is expressly understood and agreed that the CITY is not obligated to deliver treated water in excess of the amount of raw water provided by the ASSOCIATION.

The ASSOCIATION agrees to lease to the CITY, as required by the CITY, in accord with NMSA 1978 § Section 72-6-1 through 7, water rights in an amount as approved by the State Engineer, any and all water rights needed to fulfill the ASSOCIATION'S consumption requirements. The Association may lease additional water rights to the City upon agreement of the parties. The parties agree to cooperate in securing the necessary approval for the lease of water rights. The parties shall execute whatever documents are necessary to give effect to this provision, the cost of which shall be borne by the City.

Section 8. Term of Contract

This Contract shall continue for a period of five (5) years from the date of this Contract. Thereafter it may be renewed or extended for such terms as may be agreed upon by the CITY and the ASSOCIATION, and in accordance with any applicable laws.

Section 9. Failure of Delivery

The CITY will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the ASSOCIATION with quantities of water required by the ASSOCIATION. It is expressly understood and agreed that delivery of water is subject to availability, water treatment plant capacity and line capacity.

Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water or the supply of water available to the CITY is otherwise diminished over an extended period of time, the supply of water to the ASSOCIATION consumers shall be reduced or diminished in the same ration or proportion as the supply to CITY consumers is reduced or diminished.

Section 10. Annexation

In the event of annexation of lands by the CITY which include customers of the ASSOCIATION, then the CITY shall have the first option to purchase the ASSOCIATION'S delivery system and all of the ASSOCIATION'S rights in the annexed area. If the CITY should wish to exercise this option, it shall provide written notice of its intention to the ASSOCIATION at the address listed herein. The purchase price shall be mutually agreed upon prior to annexation. In the event the parties cannot agree, the matter shall be referred to Arbitration pursuant to Section 15, and annexation shall proceed without delay as a consequence thereof.

Section 11. Regulatory Agencies

The parties acknowledge that this Contract is subject to such rules and regulations or laws as may be applicable to similar agreements in the State of New Mexico, and agree to cooperate in securing such permits, certifications or the like, as may be required to comply with new laws and regulation that may occur. Similarly, in the event compliance is required by both parties for a particular item, then the cost of such shared compliance shall be borne pro rata.

Section 12. Indemnification

Each party hereto shall be responsible only for its own conduct. Consequently, the ASSOCIATION shall indemnify and hold the CITY harmless from all claims of third parties resulting from the ASSOCIATION'S action or inaction in delivering the water which is the subject matter of this Contract. Similarly, the CITY shall indemnify and hold the ASSOCIATION harmless from all claims of third parties resulting from the CITY'S action or inaction in processing or delivering the water which is the subject matter of this Contract.

Section 13. Assignment. Binding Effect

In the event of assignment by either party herein, this Contract shall bind and inure to the benefit of any successor or assign.

Section 14. Laws Regulations and Orders

This agreement shall be subject to New Mexico Laws, Valid Rules, Regulations and Orders of any duly constituted regulator body of said state; and to all other applicable federal, state and local laws, ordinances, rules, regulations and orders.

Section 15. Arbitration

In the event of any disagreement, controversy or claim arising out of the Contract which cannot be settled by the parties or their successors, by agreement or mediation such disagreement controversy or claim shall be settled by binding arbitration. The arbitrators shall be three (3) residents of San Juan County, New Mexico.

Members of the board of arbitration shall be selected as follows: one (1) member shall be appointed by the CITY; one (1) member shall be appointed by the ASSOCIATION; and the third member shall be selected by the first two members. In the event the first two members are unable to agree upon selection of the third member, the District Judge of Division 1 of the Eleventh Judicial District Court shall select the third member of the arbitration board.

The arbitration shall be binding and conducted in accordance with the New Mexico Uniform Arbitration Act, set forth in NMSA 1978, §44-7-1 et seq.

Section 16. Prior Contracts or Agreements Superseded

This Contract contains all the appropriate and essential provisions of all previous documents memorializing the Contract between the CITY and the ASSOCIATION and therefore the approval of this Contract rescinds all previous terms, contained in those documents, not expressly ratified in this Water Purchase Contract.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Contract to be duly executed in three (3) counterparts, each of which shall constitute an original.

CITY OF AZTEC, NEW MEXICO
A New Mexico Municipal Corporation

By

Attest:

Sally Burbridge, Mayor

Karla Saylor, City Clerk

SOUTHSIDE WATER USERS ASSOCIATION, INC.

By

By

President

Vice President

Approved to form:

Larry Thrower, City Attorney