

A G E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
October 11, 2016
201 W. Chaco, City Hall
6:00 p.m.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. AGENDA APPROVAL

VI. CITIZEN RECOGNITION

VII. EMPLOYEE RECOGNITION

VIII. CONSENT AGENDA

- A. Commission Meeting Minutes, September 27, 2016
- B. Travel Requests
- C. Library Services Agreement with San Juan County
- D. Senior Citizen Services Agreement with San Juan County
- E. Aging and Long-Term Services Department Senior Employment Program Host Agency Agreement
- F. Resolution 2016-1024 Surplus

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

IX. ITEMS FROM CONSENT AGENDA

X. CITIZENS INPUT (3 Minutes Maximum)

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

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 72 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410.

XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XIV. DEPARTMENT REPORTS

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

XV. ADJOURNMENT

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

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1 CITY OF AZTEC
2 COMMISSION MEETING MINUTES
3 September 27, 2016
4

5 **I. CALL TO ORDER**

6 Mayor Burbidge called the Meeting to order at 6:05 pm at the Aztec City
7 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.
8

9 **II. INVOCATION**

10 The Invocation was lead by City Attorney, Larry Thrower
11
12

13 **III. PLEDGE OF ALLEGIANCE**

14 The Pledge of Allegiance was led by Electric Director Ken George
15
16

17 **IV. ROLL CALL**

18
19 Members Present: Mayor Sally Burbidge; Commissioner Katee McClure;
20 Commissioner Austin Randall; Mayor Pro-Tem Sherri
21 Sipe; Commissioner Sheri Rogers
22

23 Members Absent: None
24

25 Others Present: City Clerk Karla Saylor; Project Manager Ed Kotyk
26 (see attendance sheet)
27

28 **V. AGENDA APPROVAL**

29
30 MOVED by Commissioner Randall, SECONDED by Mayor Pro-Tem Sipe to
31 Approve the Agenda as Presented
32

33 **VI. PROCLAMATION**

34
35 Manufacturing Day October 7, 2016
36
37

38 **VII. CITIZEN RECOGNITION**

39
40 None
41

42 **VIII. EMPLOYEE RECOGNITION**

43
44 None
45

46 **IX. CONSENT AGENDA**

1
2 MOVED by Commissioner Randall, SECONDED by Mayor Pro-Tem Sipe to
3 Approve the Consent Agenda with the exception of Item (B) Travel Requests

- 4
5 A. Commission Meeting Minutes, September 13, 2016
6 B. Pulled
7 C. NMDOT Cooperative Project Agreement-Control Number F100090,
8 Amendment One (1)
9 D. Resolution 2016-1023 Surplus
10 E. Bid 2016-559 Airport Terminal Apron Construction Agreement
11

12 **X. ITEMS FROM CONSENT AGENDA**

13
14 F. Travel Requests
15

16 Commissioner McClure pulled item for discussion. She asked if there was a
17 reason why the employee name is not listed on the travel requests. Kathy Lamb,
18 Finance Director mentioned that there have been concerns from employees about the
19 agenda being public and they would rather not have their names on the list so the
20 department and position will remain for the public to view. Commissioner McClure
21 mentioned that for the record the training for the City Manager was offered online and
22 he could have received his certification and could have saved the City \$2500. She
23 mentioned that during these times we should be more mindful and tighten our belts and
24 try to cut down on travel.
25

26 MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Rogers to
27 Approve Employee/Public Official Travel Requests
28

29 All Voted Aye; Motion Passed Five-Zero
30

31 **XI. CITIZENS INPUT**

32 None
33
34

35 **XII. BUSINESS ITEMS**
36

37 A. Intent to Adopt Ordinance 2016-453 Amend Chapter 2, Article V Advisory
38 Boards, Division 5 Library Board
39

40 Kate Skinner, Library Director mentioned that this is to engage our youth and let
41 them have a voice. They will be voting members on the board. They must be members
42 of Aztec School district and be between the ages of 15-20.
43

1 MOVED By Commissioner Randall, SECONDED By Commissioner McClure to
2 Approve Intent to Adopt Ordinance 2016-453 Amend Chapter 2, Article V Advisory
3 Boards, Division 5 Library Board with Amendment that Youth Representation will be
4 Voting Members

5
6 All Voted Aye; Motion Passed Five to Zero

7
8 **XIII. LAND USE HEARINGS**

9
10 Mayor Burbridge opened the Land Use Hearing for application for zone change
11 A-1 agricultural or rural to C-1 limited retail/neighborhood commercial district at 221 W
12 Aztec Blvd and application for conditional use permit at 221 W. Aztec Blvd. Mayor
13 Burbridge stated that this hearing would be conducted under Procedures mandated by
14 the New Mexico Court of Appeals in Battershell versus the City of Albuquerque, which
15 were intended to protect the due process rights of our parties. Mayor Burbridge
16 subsequently identified the parties and City Staff. Mayor Burbridge then asked
17 Commission if they would accept the parties and they did. She reviewed the procedures
18 and then asked if any members of the Commission had a conflict of interest, bias, or
19 engaged in ex parte communication, there were none. Mayor Burbridge then swore in
20 the parties and reviewed the Order of Presentation.

21
22 A. Application for Zone Change from A-1 Agricultural or Rural to C-1 Limited
23 Retail/Neighborhood Commercial District at 221 W. Aztec Blvd.

24
25 Ed Kotyk, Project Manager reviewed the staff summary with commission and
26 mentioned that this is an application for zone change from A-1 agricultural or rural to C-
27 1 retail. The zone change is appropriate given its location within the commercial corridor
28 of W. Aztec Blvd. and relationship to surrounding commercial properties.

29 Damian Donati, Donati Health Partners mentioned that on this property there will
30 be a health care facility.

31
32 MOVED by Commissioner Rogers, SECONDED by Commissioner McClure to
33 Approve Application for Zone Change from A-1 Agricultural or Rural to C-1 Limited
34 Retail/Neighborhood Commercial District at 221 W. Aztec Blvd. due to the three
35 Findings of Fact

36
37 A Roll Call Was Taken: All Voted Aye, Motion Passed Five to Zero

38
39 B. Application for Conditional Use Permit at 221 W. Aztec Blvd.

40
41 Ed reviewed staff summary with commission and mentioned that this is the
42 second part of the land use process. He mentioned that it is feasible by doing a
43 conditional use along with the Zone Change. He mentioned that what is being proposed

1 is the conditional use. Mr. Donati mentioned that right now it is a facility including
2 imaging, MRI, CT etc. and has clinical space for specialty services and potentially
3 physical therapy, phlebotomy and an urgent care center. He mentioned that there is
4 space for down the road to add other services.

5
6 MOVED by Commissioner McClure, SECONDED by Mayor Pro-Tem Sipe to
7 Approve Application for Conditional Use Permit at 221 W. Aztec Blvd. due to the two
8 Findings of Fact

9
10 A Roll Call Was Taken: All Voted Aye, Motion Passed Five to Zero

11
12 **XIV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

13
14 Mayor Burbidge mentioned that 4CED will be holding finalist interviews for CEO
15 Thursday and Friday of this week.

16
17 Mayor Pro-Tem Sipe attended the MPO meeting last week. She mentioned that
18 she attended the funeral services for Ex-Commissioner Gene Current and mentioned
19 that they gave a great tribute to his life.

20
21 Commissioner Rogers mentioned that SJMF is not sponsoring the Get Pinked
22 event this year.

23
24 Commissioner Randall mentioned that Ex-Commissioner Current was a good
25 man and will be missed.

26
27 Commissioner McClure mentioned that she attended Coffee with the Chief and
28 encourages anybody to attend. She attended the Harvest Festival at Wines of the San
29 Juan. She mentioned that the 4th Friday event downtown has been a good success.
30 Commissioner McClure will be attending a special ECHO meeting. She reminded all
31 about the Highland Games festival this weekend and mentioned that there will be a
32 breakfast to kick it off at the Community Center. She mentioned that she attended the
33 Library Board meeting. Commissioner McClure mentioned that she was not able to
34 attend the Flood mitigation meeting but that she was able to watch it on YouTube and
35 thanked the IT department for their efforts on broadcasting live with the meetings.

36
37 Larry echoed what Mayor Pro-Tem Sipe and Commissioner Randall said about
38 Ex-Commissioner Current.

39 **XV. DEPARTMENT REPORTS**

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Chief Heal mentioned that assessors were in for accreditation last week and mentioned that it had gone well and that they will be recommending that the PD continue on with the accreditation.

Ken George mentioned that the Employee Association will be having a Frito Pie sale on Thursday.

XVI. ADJOURMENT

Moved by Mayor Burbridge, SECONDED by Commissioner Randall to adjourn the meeting at 6:44 p.m.

Mayor, Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Karla Sayler, City Clerk

Staff Summary Report

MEETING DATE: October 11, 2016
AGENDA ITEM: VIII. CONSENT AGENDA (B)
AGENDA TITLE: Travel Requests

ACTION REQUESTED BY: Library
ACTION REQUESTED: Approval of Employee/Public Official Travel Requests
SUMMARY BY: Finance Department

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.
- Library is requesting approval of attendance of two staff members to the Annual NM Library Association Conference held in Albuquerque, NM. This opportunity will allow Library Staff to meet and network with their peers from around the state and to attend variety of presentations which extend their range and awareness issues within the profession:
 - Improvisation for Library Story Times
 - Dynamic Social Media
 - Be a better leader
 - A Smartphone, a WIFI hot spot and a librarian walk into a bar: RE-envisioning our focus at public library reference desks
 - Get enchanting with us: The Land of Enchantment book award 2016-2017 reading list
 - Visual Literacy: More than Meets the Eye
 - Summer Reading Roundup

FISCAL INPUT (Finance Department)

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

SUPPORT DOCUMENTS: Travel Log October 11, 2016

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

**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: OCTOBER 11, 2016**

Dates of Travel	Department	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY17 Budget Available
11/02-04/16	Library	2016 NMLA Annual Conference Albuquerque, NM.	Yes	No	96.00 130.00 60.00 247.02	Meal & Gratuity Allowed Registration Estimated Cost for Fuel Lodging	Yes
11/02-04/16	Library	2016 NMLA Annual Conference Albuquerque, NM.	Yes	No	96.00 130.00	Meal & Gratuity Allowed Registration (Lodging & Riding w/ Angela)	Yes

Staff Summary Report

MEETING DATE:	October 11, 2016
AGENDA ITEM:	VIII. CONSENT AGENDA (C)
AGENDA TITLE:	Library Services Agreement with San Juan County

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

PROJECT DESCRIPTION / FACTS

San Juan County has submitted their contract for library services to the City of FY17. The County appropriates funds to our City for library services based on the premise that the City will provided the same level of services to County residents as we do to City residents.

SUPPORT DOCUMENTS:	Library Services Agreement
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DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve Library Services Agreement
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CONTRACT FOR LIBRARY SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the City of Aztec, New Mexico, a municipal corporation, hereinafter called "the City" and the County of San Juan, a political subdivision of the State of New Mexico, hereinafter called "the County".

WHEREAS, pursuant to NMSA 1978, §4-36-2 (1965), the County is authorized to appropriate funds for library services;

WHEREAS, the County does not operate library facilities for its citizens; and

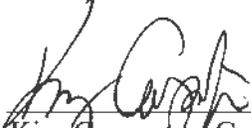
WHEREAS, the City has agreed to operate a library facility and offer library services to all residents of the County on the same basis as such services are offered to residents of the City. Additionally, this agreement will assign Legal Service Area (LSA) population allocations to San Juan County libraries in compliance with New Mexico Administrative Code (NMAC) requirements. Each San Juan County Public Library will use the most recent U.S. Census for their discreet population figures with the population within the city limits of Aztec, New Mexico allocated to the Aztec Public Library.

NOW THEREFORE, the parties mutually agree:

1. The City shall provide library facilities and services to County residents on the same basis and to the same extent as those provided to City residents.
2. As compensation for the above, the County agrees to appropriate the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) and to pay said sum to the City as consideration for the use and services of the library facility located within the municipal limits of the City.
3. The City shall keep books and records of all expenditures made pursuant to this Agreement, and keep such books and records available for inspection and audit by the County from time to time.
4. The term of this agreement shall be one year, commencing July 1, 2016, and ending June 30, 2017. Either party may terminate this agreement on 30 days written notice to the other party. If the agreement is terminated, the total compensation paid shall be prorated on a monthly basis and an amount equal to the compensation for the number of months remaining in the original term shall be refunded to the County.

EXECUTED the day and year set out above.

**SAN JUAN COUNTY BOARD OF
COUNTY COMMISSIONERS**

By 
Kim Carpenter, County Executive Officer

**APPROVED AS TO FORM
SAN JUAN COUNTY ATTORNEY**

By: 

CITY OF AZTEC

By _____
Sally Burbridge, Mayor

**APPROVED AS TO FORM
CITY OF AZTEC ATTORNEY**

By: _____

Reviewed By 
Central Purchasing

Staff Summary Report

MEETING DATE:	October 11, 2016
AGENDA ITEM:	VIII. CONSENT AGENDA (D)
AGENDA TITLE:	Senior Citizen Services Agreement with San Juan County

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

PROJECT DESCRIPTION / FACTS

San Juan County has submitted their contract for Senior Citizen services to the City for FY17. This is the standard agreement that we have with the County to provide services to our Seniors for the upcoming fiscal year.

SUPPORT DOCUMENTS:	Senior Citizen Services Agreement
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DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve Senior Citizen Services Agreement
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SENIOR CITIZEN SERVICES AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2016, by and between San Juan County, a political subdivision of the State of New Mexico (hereinafter referred to as "the County"), and the City of Aztec, a municipal corporation (hereinafter referred to as "the City").

WHEREAS, the County is authorized to contract for services to be provided to senior citizens living in San Juan County; and

WHEREAS, the City is willing and able to provide services to senior citizens living in San Juan County.

NOW, THEREFORE, it is understood and agreed as follows:

1. The City shall provide regularly scheduled services to senior citizens living within the boundaries of the City for fiscal year 2016-2017, and such services shall be comparable to those provided by the other senior citizens centers within the County.

2. Upon request by the City, the County shall provide to the City the sum of Four Thousand Fifty Dollars (\$4,050.00). This sum shall be used only to provide the services to senior citizens described herein.

3. At the conclusion of the fiscal year, the City shall forward to the County a written report detailing the services performed on behalf of senior citizens pursuant to this Agreement.

4. The City may contract with a subcontractor to provide the services described herein, but only with the express written consent of the County.

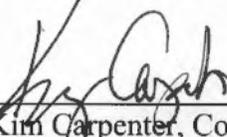
5. The City shall maintain records of all expenditures made under this Agreement, and the City's records shall be available for inspection and audit by the County during normal business hours.

6. The term of this Agreement shall be one year, commencing July 1, 2016 and ending June 30, 2017. Either party may terminate this Agreement on thirty (30) days written notice to the other party. If the Agreement is terminated, the total compensation paid shall be prorated on a monthly basis and an amount equal to the compensation for the number of months remaining in the original term shall be refunded to the County.

The foregoing being clearly understood and agreed to, this Agreement is hereby effective as of the date entered above.

SAN JUAN COUNTY, NEW MEXICO

CITY OF AZTEC

By 
Kim Carpenter, County Executive Officer

By _____
Sally Burbridge, Mayor

**APPROVED AS TO FORM
SAN JUAN COUNTY ATTORNEY**

ATTEST:

By: 

By: _____
Karla Saylor, City Clerk

Reviewed By 
Central Purchasing

**APPROVED AS TO FORM
CITY OF AZTEC ATTORNEY**

By: _____

Staff Summary Report

MEETING DATE: October 11, 2016
AGENDA ITEM: VIII. CONSENT AGENDA (E)
AGENDA TITLE: Aging and Long-Term Services Department Senior Employment Program Host Agency Agreement

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

PROJECT DESCRIPTION / FACTS

This is the new Host Agency Agreement between the City of Aztec and the Aging and Long-Term Services Department (ALTSD) which must be renewed every year. This agreement allows us to have senior trainees in different areas. There have been no changes to this year's agreement.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

There is no fiscal impact on the City by signing this agreement.

SUPPORT DOCUMENTS: Aging and Long-Term Services Department Senior Employment Program Host Agency Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Aging and Long-Term Services Department Senior Employment Program Host Agency Agreement

THE AGING AND LONG-TERM SERVICES DEPARTMENT
SENIOR EMPLOYMENT PROGRAM
HOST AGENCY AGREEMENT

THIS AGREEMENT is entered into by and between the Aging and Long-Term Services Department hereinafter referred to as "ALTSD" and City of Aztec hereinafter referred to as "HOST AGENCY" for the purpose setting forth the obligations of the respective parties regarding hosting a senior trainee or trainees. A senior trainee is a participant eligible for training under the ALTSD Employment Programs for Older Workers and placed in subsidized on-the-job training with a host agency.

A. THE AGING AND LONG-TERM SERVICES DEPARTMENT AGREES TO:

1. Maintain administrative and fiscal control over the program.
2. Provide initial and regular, on-going training to the HOST AGENCY'S staff, supervisors and senior trainee regarding the rules and regulations of the Employment Programs for Older Workers.
3. Process senior trainee payroll and provide Workers' Compensation Insurance and the employer's share of OASDI.
4. Offer the senior trainee, and pay the cost of, a yearly physical examination as provided in the Older Americans Act Section 502 (c)(6)(A)(i). Arrangements must be coordinated with ALTSD prior to the physical examination in order to allow for preparation of purchase documents.
5. Provide supportive services to the senior trainee that may include the payment of reasonable costs of transportation, health and medical services, special job-related or personal counseling, incidentals (such as work shoes, badges, uniforms, eyeglasses, and tools), child and adult care, temporary shelter, and follow-up services. These supportive services are not guaranteed, but may be available with prior approval from ALTSD, based upon demonstrated necessity and available budget.
6. Conduct annual on-site visits to assess and monitor the program and the progress of the senior trainee.
7. Recertify the eligibility of the senior trainee on an annual basis.
8. Concur that the senior trainee is not an employee of the HOST AGENCY and is not entitled to workers' compensation or other benefits from the HOST AGENCY as a result of participating in this program.

B. *Host Agency* means a public agency or a private nonprofit organization exempt from taxation under §501 (c) (3) of the Internal Revenue Code of 1986 which provides a training work site and supervision for one or more participants.

As a condition of selection as a host agency for the ALTSD Employment Programs for Older Workers, THE HOST AGENCY AGREES TO:

1. Provide to ALTSD a copy of the federal document that certifies the §501 (c) (3) status of the organization. This does not apply to public agencies.
2. Assist assigned senior trainee in obtaining unsubsidized employment, including but not limited to allowing work time for any scheduled job interviews, giving fair consideration to a trainee, along with all other applicants, with regard to employment opportunities within the HOST AGENCY for which a trainee may apply.
3. Provide assigned senior trainee with adequate opportunity to learn job skills and receive training to improve skills, including allowing a trainee to use work time to attend training as approved by ALTSD.
4. Allow assigned senior trainee work time to attend trainee meetings.
5. Ensure the availability of an assigned supervisor and assigned senior trainee during annual on-site assessment and monitoring visits conducted by ALTSD staff.
6. Work with assigned senior trainee and ALTSD staff to conduct and update the trainee's skills and needs assessment, as well as develop an Individual Employment Plan for the trainee at least two times per year.
7. Establish and adhere to a set work schedule for the assigned senior trainee that is approved by ALTSD prior to its implementation.
8. Assure that the assigned senior trainee is offered the weekly hours stated in the "Assignment Justification & Trainee Task Description" form signed by the trainee and supervisor and attached and incorporated into this Agreement as Exhibit A.
9. Assure that the assigned senior trainee does not volunteer hours beyond those for which the trainee is paid.
10. Provide the assigned senior trainee with job-related orientation, direct supervision, training and instruction regarding job duties.
11. Promptly notify ALTSD of any changes in the assigned senior trainee's designated supervisor.
12. Conduct an initial performance evaluation within 90 days of the assigned senior trainee's hire and submit a copy of the evaluation to ALTSD within thirty 30 days of its completion.
13. Conduct an annual evaluation of the assigned senior trainee's job performance and submit a copy of the evaluation to ALTSD within 30 days after the trainee's anniversary date.
14. Communicate regularly with the assigned senior trainee regarding job performance and document such communication in the trainee's file.
15. Furnish any tools, equipment and supplies required by the assigned senior trainee needed to perform job assignments with the HOST AGENCY.
16. Inform the senior trainee of his/her option to have a yearly physical examination paid by ALTSD and the requirement by the trainee to complete and submit a "Trainee Physical Exam/Waiver" form to ALTSD.

17. Provide the assigned senior trainee with a workplace that is safe, healthy and free of drugs and alcohol.
18. Report all accidents that may occur at the HOST AGENCY involving the assigned senior trainee to ALTSD in writing within 24 hours of the accident; conduct follow-up investigation as requested by ALTSD; and provide ALTSD with all other requested follow-up documentation.
19. Prepare and submit accurate time and attendance reports, by the dates requested, to ALTSD.
20. Assure that work performed by the assigned senior trainee does not displace or replace that of existing employees.
21. Assure that the assigned senior trainee does not perform the work of persons on layoff status.
22. Assure that the senior trainee is not subject to discrimination based on age, race, color, religion, sexual preference, gender identity, national origin, handicap, veteran status, political affiliation, or any other basis prohibited by law.
23. Attend host agency meeting(s) sponsored by ALTSD.
24. Cooperate and coordinate with ALTSD regarding Older Worker initiatives, such as Older Workers Day or local community publicity initiatives.
25. Attach a listing of worksites under the auspices of the HOST AGENCY, incorporated into this agreement by reference, at which senior trainees may be placed by the HOST AGENCY.
26. Avoid treating or considering assigned senior trainee as an employee of the HOST AGENCY.

For purposes of the Health Insurance Portability and Accountability Act (HIPAA), ALTSD and HOST AGENCY acknowledge that senior trainees are part of the HOST AGENCY'S "work force," as defined in the HIPAA Privacy Regulations at 45 CFR 106.103, and as such, no Business Associate agreement is required between ALTSD and the HOST AGENCY.

IT IS FURTHER UNDERSTOOD AND AGREED that the HOST AGENCY has no inherent right to the services of the senior trainee and ALTSD may reassign the trainee and the training position at any time according to the needs of the trainee and ALTSD.

COMMUNICATION regarding this AGREEMENT shall be between:

HOST AGENCY Contact:

Name, Title

Address

City, State, Zip Code

Telephone

Fax

e-mail

ALTSD Contact:

Doug Calderwood, Bureau Chief
Employment Programs Bureau
Aging and Long-Term Services Department
P.O. Box 27118
2550 Cerrillos Road
Santa Fe, NM 87502-7118

505-228-6143 (cell)
1-866-451-2901 (toll-free)
505-476-4910 (fax)
doug.calderwood@state.nm.us (e-mail)

THIS AGREEMENT may be terminated by either party within 30 calendar days by written notice to the other party. Amendments to this agreement can only occur if both parties mutually agree in writing to the proposed amendment(s).

AGREED by:

HOST AGENCY Authorized Official

ALTSD Official

Title

Title

Date

Date

Sworn to before me this _____ day of

Sworn to before me this _____ day of

_____ 20____ Notary Public

_____ 20____ Notary Public

My Commission Expires:

My Commission Expires:

Staff Summary Report

MEETING DATE:	October 11, 2016
AGENDA ITEM:	VIII. CONSENT AGENDA (F)
AGENDA TITLE:	Resolution 2016-1024 Surplus

ACTION REQUESTED BY:	Library, Fire Department
ACTION REQUESTED:	Approval
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

- Fire Departments has identified the 1991 GMC Suburban Rescue unit is no longer necessary to daily operations. Approved surplus items will be listed on the Public Surplus website.
- The Library, during the normal course of operations, reviews circulation of all materials. Materials which are not circulating or are out of date are pulled from the shelves and become surplus material. These items would have been purchased with city or state library funds or donated to the library. Materials pulled include a large collection of adult and youth books, several DVDs and music CDs.
- Approved library surplus items will be disposed of in a variety of ways to best serve the library and the community. Materials which may have use to Good Sam's, local schools, and/or veteran's programs will be donated. Materials which may have public interest will be packaged and available for sale at the library. Other materials may be packaged and sent to book outlets at no cost to the city. The Public Surplus website has not resulted in interest library materials, although it will continue to be utilized as well.
- If the items are not sold they will be donated or disposed of according to NM Statute Section 3-54-2 and Procurement Statute 13-6-1. Disposition of obsolete, worn-out or unusable tangible personal property.

FISCAL INPUT / FINANCE DEPARTMENT

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

SUPPORT DOCUMENTS:	Resolution 2016-1024 Surplus List
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DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2016-1024 Declaring Certain Municipal Property Not Essential For Municipal Purpose and Directing It Be Sold or Disposed.

SURPLUS RESOLUTION 2016-1024

October 11, 2016

SURPLUS LIST

Department	Item/Model	Condition	Reason for Surplus	Location
Fire	1991 GMC Suburban PD, Red, V8, Automatic	Fair	Replaced	Fire

LIBRARY SURPLUS: DVDs

Midnight	DVD	
The mermaid chair	DVD	
Little Lord Fauntleroy	DVD	
Hairspray	DVD	
Hitchcock	DVD	
Hereafter	DVD	
Little romance	DVD	
Holiday treats	DVD	
Jane Eyre	DVD	
The passion of Anna	DVD	Museum
Pot o' gold	DVD	Museum
Frank Sinatra: Suddenly	DVD	Museum
The sandpiper	DVD	Museum
The scarlet pimpernel	DVD	Museum
Greatest classic films (musicals)	DVD	Museum
The General & Steamboat Bill Jr.	DVD	Museum
Gary Cooper Hollywood classics	DVD	Museum
From here to eternity	DVD	Museum
Elizabeth Taylor Triad	DVD	Museum
The comedians	DVD	Museum
Classic musicals disc 1	DVD	
Classic musicals disc 2	DVD	
Classic musicals disc 3	DVD	
Classic musicals disc 4	DVD	
Classic musicals disc 5	DVD	
Classic musicals disc 6	DVD	
Classic musicals disc 7	DVD	
Classic musicals disc 8	DVD	
Classic musicals disc 9	DVD	
Classic musicals disc 10	DVD	
Classic musicals disc 11	DVD	
Classic musicals disc 12	DVD	

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Singin' in the rain	DVD	
The Bourne Identity	DVD	
Family time	DVD	
Flash Gordon vol 2	DVD	
Good night and good luck	DVD	
Clash of the Titans	DVD	
Das Boot	DVD	
Down with love	DVD	
The butter cream gang	DVD	
Sherlock Holmes	DVD	
Hogan's heroes	DVD	
Hitchcock disc 1	DVD	
Hitchcock disc 2	DVD	
Hitchcock disc 3	DVD	
Hitchcock disc 4	DVD	
Dick Van Dyke	DVD	
Dick Van Dyke	DVD	
White Christmas	DVD	Museum
A suitable vengeance	DVD	
In the presence of the enemy	DVD	
Playing for the ashes	DVD	
Marple disc 7	DVD	
Marple disc 8	DVD	
Marple disc 9	DVD	
Murder on the links	DVD	
the mysterious affair	DVD	
death in the clouds	DVD	
Hercule Poirot's Christmas	DVD	
Hickory Dickory Death	DVD	
Dumb witness	DVD	
The ABC murders	DVD	
Jack Benny	DVD	Museum

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The veil	DVD	
The veil	DVD	
The taming of the shrew	DVD	Museum
Solaris	DVD	
The weather man	DVD	
Soldier blue	DVD	
One fine day	DVD	
Michael Clayton	DVD	
J Edgar	DVD	
Patriot games	DVD	
Crazy heart	DVD	

CITY OF AZTEC RESOLUTION 2016-1024

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

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

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

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

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

PASSED, APPROVED AND SIGNED this 11th day of October, 2016.

MAYOR SALLY BURBRIDGE

ATTEST:

CITY CLERK KARLA SAYLER