

A G E N D A
CITY OF AZTEC
CITY COMMISSION WORKSHOP
October 24, 2017
201 W. Chaco, City Hall
5:30 p.m.

5:30-6:00

Discussion on Request for Proposal of City Manager Interim Position

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.

A G E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
October 24, 2017
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 Workshop Meeting Minutes, October 10, 2017
- B. Commission Meeting Minutes, October 10, 2017
- C. GO Bond Agreement
- D. Resolution 2017-1064 Surplus
- E. Fast Track Communications Inc. Pole Attachment Agreement
- F. Aging Long Term Services Department Senior Employment Program Host Agency Agreement
- G. Resolution 2017-1065 Authorizing Signatures on City Operating Account
- H. Bid 2018-629 Ute Avenue Sewer Reconstruction Bid Award
- I. Bid 2018-631 Animas River Diversion Project Bid Award
- J. Bid 2016-549 Sanitary Sewer Interceptor Project Final Construction Change Order
- K. RFP 2018-625 Downtown MRA Master Plan
- L. RFP 2018-624 General Airport Engineering Services Award and Master Agreement
- M. Appointment of San Juan Water Commission Representative

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

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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X. CITIZENS INPUT (3 Minutes Maximum)

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

XI. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XII. DEPARTMENT REPORTS

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

XIII. BUSINESS ITEMS

A. Final Adoption of Ordinance 2017-467 Amending Chapter 5, Article VI, Section 433 Animal Defecation; Cleanup

B. RFP 2018-630 Interim City Manager Recruitment Services

XIV. 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.

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.

1 CITY OF AZTEC
2 WORKSHOP MEETING MINUTES
3 October 10, 2017
4

5 **I. CALL TO ORDER**

6 Mayor Burbridge called the Workshop to order at 4:48 pm at the Aztec
7 City Commission Room, City Hall, 201 W. Chaco, Aztec, NM
8

9 MEMBERS PRESENT: Mayor Sally Burbridge; Mayor Pro-Tem Sipe;
10 Commissioner, Katee McClure; Commissioner
11 Austin Randall
12

13 MEMBERS ABSENT: None
14

15 OTHERS PRESENT: City Attorney, Larry Thrower; City Manager
16 Joshua Ray; City Clerk, Karla Sayler
17

18 **A. Personnel Policy**
19

20 City Manager Josh Ray mentioned that there have been some updates to
21 personnel policy. This workshop is to give commission the opportunity to ask questions
22 and make recommendations to staff on policy changes. Commission reviewed and
23 asked that there be changes to section 10 on Nepotism and asked that staff take
24 number 5 out. Commission members mentioned that family members should be allowed
25 to work for the City if they are qualified for the positions applied for. There were changes
26 to the definition of Family Members throughout the policy. Commissioner McClure
27 questioned the travel policy on aeronautical miles. Josh mentioned that the regulation
28 can be changed on this policy. There was discussion on section 10 on Citations. There
29 was discussion on section 5.26. Mayor Burbridge mentioned that there should be a
30 committee to approve requests to sell vacation for hardship matters. There was
31 discussion on what the hardships should be. Mayor Burbridge and commission
32 mentioned that they would like more time to review the policy and administrative
33 regulations and would like to schedule another workshop to continue discussion on
34 personnel policy.
35
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37 **II. ADJOURMENT**
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39 MOVED by Mayor Burbridge to adjourn the meeting at 5:52 p.m.
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ATTEST:

Mayor, Sally Burbridge

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Karla Sayler, City Clerk

1 CITY OF AZTEC
2 COMMISSION MEETING MINUTES
3 October 10, 2017
4

5 **I. CALL TO ORDER**

6 Mayor Burbridge called the Meeting to order at 6:08 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 Commissioner Austin Randall
11
12

13 **III. PLEDGE OF ALLEGIANCE**

14 The Pledge of Allegiance was led by Commission Katee McClure
15
16

17 **IV. ROLL CALL**

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

23
24 Members Absent: None
25

26
27 Others Present: City Manager Joshua Ray; City Attorney Larry
28 Thrower; City Clerk Karla Sayler; Project Manager Ed
29 Kotyk (see attendance sheet)
30
31
32

33 **V. AGENDA APPROVAL**

34
35 MOVED by Mayor Burbridge , SECONDED by Mayor Pro-Tem Sipe to
36 Approve the Agenda with the exception of Item G; Sunday Alcohol Sales
37

38 All Voted Aye; Motion Passed Five to Zero
39

40 **VI. CITIZEN RECOGNITION**

41
42 Josh thanked commission, the citizens and City staff for being great to work with
43 while he was in Aztec.
44
45
46

47 **VII. EMPLOYEE RECOGNITION**

48
49 None

50
51 **VIII. CONSENT AGENDA**

52
53 MOVED by Commissioner Randall, SECONDED by Commissioner McClure to
54 Approve the Consent Agenda

- 55
56 A. Commission Special Meeting Minutes, September 22, 2017
57 B. Commission Workshop Minutes, September 26, 2017
58 C. Commission Meeting Minutes, September 26, 2017
59 D. Commission Special Workshop Minutes, September 28, 2017
60 E. City of Aztec/Department of Energy (Western Area Power) Contract #17-SLC-
61 0800
62 F. Resolution 2017-1063 Surplus
63 G. Sunday Alcohol Sales (PULLED)

64
65
66 All Voted Aye: Motion Passed Five to Zero

67
68 **IX. ITEMS FROM CONSENT AGENDA**

69
70 None

71
72 **X. CITIZENS INPUT**

73
74 Victor Snover spoke to commission about pulling the Sunday Alcohol Sales item
75 from consent agenda. He mentioned that it was a disappointment that the item was
76 pulled. He mentioned that he feels that due diligence has not been done as a citizen. He
77 feels that there is a desire for this item to happen and feels that there is always a reason
78 for it to be put off. Larry responded and mentioned that the reason it came off was due
79 to a legal opinion that was asked for him on this item. Larry mentioned that this item will
80 be placed on the next agenda if the answer has been obtained on how to proceed.

81
82 **XI. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

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84
85
86 Mayor Pro-Tem Sipe mentioned that she attended a MPO meeting last week and
87 mentioned that they are working on the revised JPA agreement between the MPO and
88 the Cities. She has NWNMS meeting tomorrow and another MPO meeting on the
89 October 19. She mentioned that her and the Mayor attended the Chamber Banquet.
90 She mentioned that the Business of the Year was the Aztec Little Flower Shop, The

91 Citizen of the Year went to Herb Simpson and Randy Hodge, and Educator of the year
92 went to Bliss Schluter math teacher at Aztec High School.

93
94 Commissioner Rogers thanked Josh for all he has done for her and the City of
95 Aztec.

96
97
98 Commissioner Randall mentioned that he will attend Lodgers Tax meeting on
99 Monday and he also thanked Josh for all he has done for him and the City and wished
100 him luck.

101
102 Commissioner McClure thanked the citizens for attending the meeting tonight
103 and mentioned that she will be a judge for San Juan County has talent.

104
105 Larry congratulated Josh and that Josh has made it a pleasure to work with.

106
107 **XII. DEPARTMENT REPORTS**

108
109 None

110
111 **XIII. CLOSED SESSION**

112
113 Commission all voted aye and went into closed session pursuant to state law,
114 section 10-15-1H (2) limited personnel matters, City Manager Evaluation at 6:26 pm.
115 Commission came out of closed session at 7:2pm with all voting aye and stating no
116 other items were discussed but limited personnel matters per state law section 10-15-
117 1H(2) City Manager Evaluation.

118
119 **XIV. BUSINESS ITEMS**

120
121 A. City Manager Personnel Actions

122
123 MOVED By Commissioner Randall, SECONDED By Commissioner McClure To
124 Approve Under Section 4E of City Manager Contract To Offer The City Manager Early
125 Separation Which Will Be Negotiated With Commissioner Rogers And Mayor Pro-Tem
126 Sipe

127
128 A Roll Call Was Taken: Motion Passed Five to Zero

129
130
131

132 **XV. ADJOURMENT**

133

134 Moved by Mayor Burbridge, SECONDED by Commissioner Pro-Tem Sipe to
135 adjourn the meeting at 7:34 p.m.

136

137

138

Mayor, Sally Burbridge

139 ATTEST:

140

141

Karla Sayler, City Clerk

143

144 MINUTES PREPARED BY

145

146

Karla Sayler, City Clerk

147

DRAFT

Staff Summary Report

MEETING DATE: October 24, 2017
AGENDA ITEM: VIII. CONSENT AGENDA (C)
AGENDA TITLE: 2016 GO Bond Agreement

ACTION REQUESTED BY: Kate Skinner, Library Director
ACTION REQUESTED: Approve the 2016 GO Bond Agreement
SUMMARY BY: Emily Huckins

PROJECT DESCRIPTION / FACTS

- The grant agreement was received Oct. 4, 2017. Please note the following:
 - Article III. Notice Provisions and Grantee and Department Designated Representatives (p. 4) – this should be the person who is contacted if there are issues with this contract. For routine reimbursements, we will contact the library director and/or the relevant financial staff.
 - On the signature page (p. 13), under Grantee, the person who signs must have authority to enter the City of Aztec into contracts.
 - Article VIII. Paper Periodic Reports – attached as Exhibit 1, these reports are submitted with each Request for Payment.
 - Article IX. Request for Payment Procedures and Deadlines – the Request for Payment form is attached as Exhibit 2. Continue to send in your supporting documentation, i.e., what you purchased and your proof of payment. Notarization is not required for Exhibit 2.
 - Exhibit 3 – the Notice of Obligation – is a new required form in the GO Bond reimbursement process. Additional instructions and a filled-out sample form will be sent separately.
- The use of GO Bond is governed by NMAC 4.5.8-Title 4 Cultural Resources; Chapter 5 State Library, part 8 Distribution of General Obligation State of NM Bond Funds to Public Libraries.
- GO Bond Funds will be distributed on a reimbursement basis.
- Return the two complete agreement copies, signed with blue ink.

PROCUREMENT / PURCHASING (if applicable)

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

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)
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- The funds provided through the Library General Obligation Bonds are to supplement the library funds. The City may not reduce its funding for books or materials as a result of the additional funds provided through the library bonds. If it is determined a reduction has occurred, the library shall be ineligible to receive funds in the next library bond program. NMAC 4.5.8
- The library bond program funds library resources and equipment (NMAC 4.5.8)
 - “Library resources” means library holdings intended for public use and the tools required to make the resources usable by the public. Library resources can include books, videos, DVDs, sound recordings, electronic and digital media, and information materials accessed via the internet.
 - “Equipment” means computers, software and related peripherals; servers; thin client terminals; networks, including wireless networks; telecommunications; automation systems; and other equipment used to assist in meeting the information needs of a library’s clients.
- The FY18 Adopted Budget, General Fund, Library Department, includes the balance available for the 2014 GO Bonds in the amount of \$12,600. This funding expires in June 2018 and will be expended in full prior to the 2016 GO Bonds. As a result, this funding is not currently budgeted. If the Library expends the 2014 GO Bond funding soon, a special budget resolution will be prepared to establish a budget based on the new agreement.
- “The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this agreement.”
 - The official representative is the person whom the State Library will contact if there are issues related to the Agreement. If there are questions about reimbursements, e.g., how the GO Bond monies are being spent, the State Library will contact the Library Director first.
 - The grantee representative for the City of Aztec – Library will be Kris Farmer, Acct Tech III. The 2016 GO Bond Agreement identified Kathy Lamb, Finance Director as the representative; however, changes in the financial forms associated with the agreement require the grantee fiscal officer and grantee representative to sign requiring a change in the representative.

SUPPORT DOCUMENTS: 2016 GO Bond Agreement

DEPARTMENT’S RECOMMENDED MOTION: Move to APPROVE 2016 GO Bond Agreement

NEW MEXICO  STATE LIBRARY
GARREY CARRUTHERS BUILDING

Kate Skinner, Director
Aztec Public Library
September 25, 2017

Dear Kate,

Please find enclosed two copies of your 2016 General Obligation Bond Agreement. Return the two complete copies, signed with blue ink, to the Development Bureau, New Mexico State Library.

Please note the following:

- Article III. Notice Provisions and Grantee and Department Designated Representatives (p. 4) – this should be the person who is contacted if there are concerns with reimbursement issues and/or questions. As always, the library director is included in all correspondence.
- On the signature page (p. 13), under Grantee, the person who signs must have authority to enter the City of Aztec into contracts.
- Article VIII. Paper Periodic Reports, Exhibit 1, and Article IX. Request for Payment Procedures and Deadlines, Exhibit 2, are submitted with each Request for Payment. Continue to send in your supporting documentation, i.e., what you purchased and your proof of payment. Notarization is not required for Exhibit 2.
- **Exhibit 3 – the Notice of Obligation – is a new required form in the GO Bond reimbursement process.** Additional instructions and a filled-out sample form will be sent to you separately.

The 4.5.8 NMAC includes definitions for what purchases are eligible for reimbursement:

<http://www.nmcpr.state.nm.us/nmac/parts/title04/04.005.0008.htm> .

Please note that the bill language for the 2016 GO Bonds does include additional items not yet defined in the 4.5.8 NMAC: "...equipment, library furniture, fixtures and supplemental library resource acquisitions, including print, non-print and electronic resources, and for the purchase and installation of broadband internet equipment and infrastructure..."

Additional information is at: <http://nmstatelibrary.org/services-for-nm-libraries/funding-libraries/go-bonds/2016-gobs>

We look forward to working with you to enhance library resources for your community.



Patricia Moore
NMSL Development Bureau

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

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

RECITALS

WHEREAS, in Chapter 82, Section 10, Paragraph B(1)(a) of New Mexico Laws of 2016, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

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

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

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

AGREEMENT

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

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

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

Project No. **GOB-A5110** for three million dollars (\$3,000,000.00)

APPROPRIATION REVERSION DATE: 30-JUN-2021

Laws of 2016, Chapter 82, Section 10, Paragraph B(1)(a), three million dollars (\$3,000,000.00), for equipment, library furniture, fixtures and supplemental library resource acquisitions, including print, non-print and electronic resources, and for the purchase and installation of broadband internet equipment and infrastructure at nontribal public libraries statewide.

Contingent upon the State of New Mexico's successful sale of general obligation bonds, the Grantee's total reimbursements shall not exceed, Twenty One Thousand Thirty Seven Dollars and Ninety Three Cents (\$21037.93) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, which equals zero dollars (\$0.00) which equals, Twenty One Thousand Thirty Seven Dollars and Ninety Three Cents (\$21037.93) (the "Adjusted Appropriation Amount"). If the State of New Mexico sells some portion of the general obligation bonds associated with the three million dollars, Grantee's total reimbursements shall not exceed an amount proportional to the reduced total sale (i.e., if only two million of the three million dollar appropriation, then Grantee's total reimbursements shall not exceed two thirds of the total reimbursements described in this paragraph, above).

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

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

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

A. Upon the Effective Date of this Agreement, or upon the State of New Mexico's sale of the general obligation bonds authorized in 2016, whichever comes last, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods

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

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

- have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
 - (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
 - (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
 - (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
 - (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
 - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
 - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

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

Name: _____

Title: _____

Address: _____

Email: _____

Telephone: _____

FAX: _____

Department: New Mexico State Library

Name: Development Bureau

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

Email: sl.development@state.nm.us

Telephone: 800-340-3890

FAX: 505-476-9701

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

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

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

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report

form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due and submitted with each of Grantee's Requests for Payment to the Department beginning with the submission of the first Request for Payment following execution of this Agreement by the Department and ending upon the Grantee's submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days advance, written notice of any change to the reporting period.

B. Paper Final Report

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

C. Paperless Reporting

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

D. Requests for Additional Information/Project Inspection

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

- (i) The Grantee must submit one original and one copy of each Request for Payment; and

- (ii) Each Request for Payment must contain proof of payment by the Grantee's designated representative in Article III herein, that the expenditures are valid and were received by the Grantee as services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

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

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

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the

corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

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

B. The Grantee hereby represents and warrants the following:

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

- contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or

contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

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

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

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement and upon the State of New Mexico’s sale of general obligation bonds authorized in 2016 in the amount Legislature appropriated in 2016. If sufficient appropriations and authorization are not made by the Legislature, or if less than the appropriated amount of general obligation bonds are sold, the City of Aztec may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Aztec’s decision as to whether sufficient appropriations are available or whether the appropriated amount of general bonds are sold shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Aztec or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Aztec or the Department”

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

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

“This contract is funded in whole or in part by funds made available under a Grant Agreement. Should there be an early termination of the grant agreement, or should the State of New Mexico sell general obligation bonds in an amount less than the amount the Legislature appropriated in 2016, the City of Aztec may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Aztec’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

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

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

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF CULTURAL AFFAIRS

By: Cabinet Secretary

Date

Jennifer Salazar, DCA General Counsel

Date

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

Date

Ryanne Cooper, Co-Acting State Librarian, New Mexico State Library

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT – 2016 GO BONDS
PAPER PERIODIC/FINAL REPORT
EXHIBIT 1**

PERIODIC REPORT FINAL REPORT

Grantee: _____

Project Number: _____ Reporting Period: _____

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

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. Project Phase

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

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

PERIODIC REPORT

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

FINAL REPORT

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

Grantee Representative/Title

Date

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

I. Grantee Information

(Make sure information is complete & accurate)

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

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

II. Payment Computation

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

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

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

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

Grantee Fiscal Officer

Grantee Representative

Printed Name
Date: _____

Printed Name
Date: _____

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

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

Notary Public _____
My Commission expires _____

Notary Public _____
My Commission expires _____

(Department Use Only)

Vendor Code: _____
Loc No.: _____

Fund No.: _____

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

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

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT – 2016 GO Bonds
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE**

EXHIBIT 3

DATE: _____

TO: Grantee Representative: _____

FROM: Department Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Project Number: _____

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

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Termination Date: _____

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

Grant Amount adjusted for AIPP if applicable: _____

The Amount of this Notice of Obligation to Reimburse: _____

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

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

Department Representative: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT A

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

§ 4.5.8.8. DISTRIBUTION OF FUNDS

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

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

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

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

(1) Library shall be a local public library.

(2) Library shall have filed an approved annual report with the state library.

(3) Library shall return a signed agreement accepting the funds and agreeing to abide by the terms and conditions of this rule.

(4) Non-profit libraries shall have an agreement with a local funding authority to act as their fiscal agent for these funds.

(5) The library's and the local funding authority's accounting records shall be sufficient to document expenditures of library bond program money. At the sole discretion of the state library, such records may be audited annually or as needed by the state library or its designated representative.

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

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

(1) library system allocation: each eligible local public library system, including rural library services facilities, shall receive a fixed allocation dependent upon the total library bond funds available;

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

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

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

Staff Summary Report

MEETING DATE: October 24, 2017
AGENDA ITEM: VIII. CONSENT AGENDA (D)
AGENDA TITLE: Resolution 2017-1064 Surplus

ACTION REQUESTED BY: Library
ACTION REQUESTED: Approval of Resolution 2017-1064
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- 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 for 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 2017-1064
Surplus List

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2017-1064 Declaring Certain Municipal Property Not Essential For Municipal Purpose and Directing It Be Sold or Disposed.

CITY OF AZTEC RESOLUTION 2017-1064

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 described on the attached list which is owned by the City is surplus and not essential for a municipal purpose.

PASSED, APPROVED AND SIGNED this 24th day of October 2017.

MAYOR SALLY BURBRIDGE

ATTEST:

CITY CLERK KARLA SAYLER

**SURPLUS RESOLUTION 2017-1064
OCTOBER 24, 2017
SURPLUS LIST**

Library Surplus Books

Junior Fiction

Nightmare At the Book Fair	Gutman, Dan
The dead man in Indian Creek	Hahn, Mary Dowing
The Doll In the Garden	Hahn, Mary Dowing
Running out of time	Haddix, Margaret Peterson
Misty of Chincoteague	Henry, Marguerite
Justin Morgan had a horse	Henry, Marguerite
Star Wars, the Clone Wars: the hunt for Grievous	Cerasi, Christpoher
Time for Andrew : a ghost story	Hahn, Mary Dowing
Olive's ocean	Henkes, Kevin
The ransom of Red Chief	Henry, O
The evil pen pal	Hill, Laban Carrick
Welcome to horror hospital	Hill, Laban Carrick
Attack of the living mask	Hirschfeld, Robert
Phoenix Rising	Hesse, Karen
Freefall	Williams, Brian & Gordon, Roderick
Out of the Dust	Hesse, Karen
Ever After hiGH: Storybook of Legends	Hale, Shannon
Disney fairies: Prilla's talent	
Princess Academy	Hale, Shannon
The Midnight Library: End Game	Graves, Damien
The Midnight Library: The Cat Lady	Graves, Damien
Beardance	Hobbs, Will

**SURPLUS RESOLUTION 2017-1064
OCTOBER 24, 2017
SURPLUS LIST**

Boys R Us	Harrison, Lisi
Blown Away	Harlow, Joan Hiatt
The Clique: Massie	Harrison, Lisi
The Clique: Dylan	Harrison, Lisi
The Clique: Claire	Harrison, Lisi
The Clique: Alicia	Harrison, Lisi
Ida B	Hannigan, Katherine
Bearstone,	Hobbs, Will
Tree In the Trail	Holling, Clancy
Peter Pan	Johnstone, Michael
Rip Van Winkle	Irving, Washington
Choose Your Own Nightmare: The Halloween Party	Jakab, EAM
Cowboy in the Making	James, Will
The Iron Giant	Hughes, Ted
Rifles for Watie	Keith, Harold
Across Five Aprils	Hunt, Irene
Just So Stories	Kipling, Rudyard
Return to the Willows	Kelly, Jacqueline
Lady Lollipop	Barton, Jill
Heaven	Johnson, Angela
Guinea Dog	Jennings, Patrick
Midnight Howl	Hutton, Clare
Piper Reed Navy Brat	Davenier, Christine

**SURPLUS RESOLUTION 2017-1064
OCTOBER 24, 2017
SURPLUS LIST**

Operation Yes	Holmes, Sara
The Klondike Kid	Hopkinson, Deborah
Ghostville Elementary: Class Trip to the Haunted House	Jones, Marcia
Reindeer Do Wear Stripped Underwear	Jones, Marcia
The Hunchback of Notre Dame	Hugo, Victor
Warriors: Power of Three: The Sight	Hunter, Erin
The Journey Home	Holland, Isabelle
Kokopelli's Flute	Hobbs, Will
Go Big or Go Home	Hobbs, Will
The Big Wander	Hobbs, Will
Penney From Heaven	Holm, Jennifer
Our Only May Amelia	Holm, Jennifer
The Broken Anchor	Keen, Carolyn
By the Light of the Study Lamp	Keen, Carolyn
Secrets For Sale	Holl, Kristi
Fading Tracks	Holl, Kristi
Squish: Super Amoeba	Holm, Jennifer
Squish: Fear the Amoeba	Holm, Jennifer
Squish: Captain Disaster	Holm, Jennifer
Squish: Brave New Pond	Holm, Jennifer
Squish: Power of the Parasite	Holm, Jennifer
Babymouse: Heartbreaker	Holm, Jennifer
Babymouse: Skater Girl	Holm, Jennifer
Babymouse: Rock Star	Holm, Jennifer

**SURPLUS RESOLUTION 2017-1064
OCTOBER 24, 2017
SURPLUS LIST**

Babymouse: Beach Babe	Holm, Jennifer
Babymouse: Our Hero	Holm, Jennifer
Babymouse: Queen of the World	Holm, Jennifer
Camp Babymouse	Holm, Jennifer
Nancy Drew: Demon of River Heights	Petrucha, Stefan
Nancy Drew: Clue In the Diary	Keene, Carolyn
Nancy Drew: Mystery of Crocodile Island	Keene, Carolyn
Nancy Drew: Secret in the Old Lace	Keene, Carolyn
Nancy Drew: Legend of Miner's Creek	Keene, Carolyn
Nancy Drew: Secret of Red Gate Farm	Keene, Carolyn
Nancy Drew: The Wild Cat Crime	Keene, Carolyn
Nancy Drew: Bungalow Mystery	Keene, Carolyn
Nancy Drew: Secret of Shadow Ranch	Keene, Carolyn
Nancy Drew: Spider Sapphire Mystery	Keene, Carolyn
Nancy Drew: Thirteenth Pearl	Keene, Carolyn
Nancy Drew: Triple Hoax	Keene, Carolyn
Nancy Drew: Clue in the Crossword Cipher	Keene, Carolyn
Nancy Drew: Crooked Banister	Keene, Carolyn
Nancy Drew: Greek Symbol Mystery	Keene, Carolyn
Nancy Drew: Invisible Intruder	Keene, Carolyn
Nancy Drew: Mysterious Mannequin	Keene, Carolyn
Nancy Drew: Mystery At Lilac Inn	Keene, Carolyn
Nancy Drew: Case of Capital Intrigue	Keene, Carolyn
Ghostville Elementary: The Treasure Haunt	Thornton, Marcia

**SURPLUS RESOLUTION 2017-1064
OCTOBER 24, 2017
SURPLUS LIST**

Hardy Boys: The Hidden Harbor Mystery	Dixon, Franklin
The Stink Files: The Postman Always Brings Mice	Holm & Hamel
The Stink Files: To Scratch A Thief	Holm & Hamel
I Am David	Holm, Ann
Emily Windsnap and the Castle IN the Mist	Kessler, Liz
Jack Sparrow: The Coming Storm	Kidd, Rob
Jack Sparrow: The Siren Song	Kidd, Rob
Jack Sparrow: The Pirate Chase	Kidd, Rob
Jack Sparrow: The Sword of Cortes	Kidd, Rob
Jack Sparrow: The Age of Bronze	Kidd, Rob
Jack Sparrow: The TimeKeeper	Kidd, Rob
Jack Sparrow: Silver	Kidd, Rob
Jack Sparrow: City of Gold	Kidd, Rob
Jack Sparrow: Dance of the Hours	Kidd, Rob
Jack Sparrow: Sins of the Father	Kidd, Rob
Suddenly Supernatural: Scaredy Cat	Kimmel, Elizabeth C
Suddenly Supernatural: School Spirit	Kimmel, Elizabeth C
Babe the Gallant Pig	Smith, Dick K
Pigs Might Fly	Smith, Dick K
Hanna Montana: Truth or Dare	King, MC

SURPLUS RESOLUTION 2017-1064
OCTOBER 24, 2017
SURPLUS LIST

Chained	Kelly, Lynne
Horse Diaries:Maestoso Petra	Kendall, Jane
Children of the Lamp: The Blue Djinn of Babylon	Kerr, PB
Children of the Lamp: The Five Fakirs of Faizabad	Kerr, PB
Children of the Lamp: The Corba King of Kathmandu	Kerr, PB
Children of the Lamp: The Day of the Djinn Warriors	Kerr, PB
Children of the Lamp: The Akhenaten Adventure	Kerr, PB
The Jungle Book	Kipling, Rudyard
Diary of a Wimpy Kid: Dog Days	Kinney, Jeff
The Clockwork 3	Krby, Matthew
Horrible Harry and the Ant Invasion	Kline, Suzy
Horrible Harry and the Purple People	Kline, Suzy
Horrible Harry and the Dragon War	Kline, Suzy
Horrible Harry Moves Up to Third Grade	Kline, Suzy
39 Clues: One False Note	Korman, Gordon
39 Clues: The Emperor's Code	Korman, Gordon
The View From Saturday	Konigsburg, E.L.
Megan In Ancient Greece	Korman, Susan
Megan's Balancing Act	Korman, Susan
Captain Underpants: The Six Epic Novel	Pilkey, Dav
Penneyroyal Academy	Larson, M. A.
Naming Maya	Krishnaswami, Uma
The Red Balloon	Lamorisse, Albert
Big Red	Kjelgaard, Jim

**SURPLUS RESOLUTION 2017-1064
OCTOBER 24, 2017
SURPLUS LIST**

Wild Trek	Kjelgaard, Jim
Irish Red	Kjelgaard, Jim
Outlaw Red	Kjelgaard, Jim
Snow Dog	Kjelgaard, Jim
Stormy	Kjelgaard, Jim
Schooled	Korman, Gordon
On the Run 1 : Chasing the Falconers	Korman, Gordon
On the Run 2 : The Fugitive Factor	Korman, Gordon
On the Run 3 : Now You See Them, Now You Don't	Korman, Gordon
On the Run 4 : The Stowaway Solution	Korman, Gordon
On the Run 5 : Public Enemies	Korman, Gordon
On the Run 6 : Hunting the Hunter	Korman, Gordon
The Babysitters Club: 3. Donkey Resuce	Krailing, Tessa
The Babysitters Club: 4. Snake Alarm!	Krailing, Tessa
The Babysitters Club: 5. Scruncher Goes Wandering	Krailing, Tessa
The Babysitters Club: 6. Trixie and the Cyber Pet	Krailing, Tessa
Ricky Ricotta's mighty robot : the first adventure novel	Dav Pilkey
Ratscalibur	
Pippi goes on board	Astrid Lindgren
Pippi in the South Seas	Astrid Lindgren
Dragon trouble	Penelope Lively
Vampire State Building	Elizabeth Levy
Young Fu of the upper Yangtze.	Pearl S. Buck
Spy X : the code	Peter Lerangis

**SURPLUS RESOLUTION 2017-1064
OCTOBER 24, 2017
SURPLUS LIST**

You wish	Jason Lethcoe
The karate class mystery	Elizabeth Levy
My life as a fifth-grade comedian	Elizabeth Levy
A wind in the door	
The sword thief	Peter Lerangis
A coyote's in the house	Elmore Leonard
Wonderful Alexander and the Catwings	Ursula K. Le Guin
Drop in	
Indian captive : the story of Mary Jemison	Lois Lenski
The winged cat : a tale of ancient Egypt	Deborah Nourse Lattimore
True North: a novel of the Underground Railroad	Kathryn Lasky
Scumble	Ingrid Law
High in the clouds	Paul McCartney
Urchin of the riding stars	M.I. McAllister
Urchin and the heartstone	M.I. McAllister
Peter Pan in scarlet	Geraldine McCaughrean
The pirate's son	Geraldine McCaughrean
Hello, Mrs. Piggie-Wiggle.	Hilary Knight
Mrs. Piggie-Wiggle's farm	Betty MacDonald
Mrs. Piggie-Wiggle's magic	Betty MacDonald
The call of the wild ; and, White Fang	Jack London
Ruby Lu, empress of everything	Lenore Look
Gossamer Lois Lowry	
See you around, Sam	Lois Lowry

SURPLUS RESOLUTION 2017-1064
OCTOBER 24, 2017
SURPLUS LIST

Number the stars	Lois Lowry
Heat	Mike Lupica
Caleb's story	Patricia MacLachlan
Edward's eyes	Patricia MacLachlan
Sarah, plain and tall	Patricia MacLachlan
What-the-Dickens : the story of a rogue tooth fairy	Gregory Maguire
Spirit rocks and silver magic	Phyllis A. Manning
Better to wish	
Hawkeye Collins & Amy Adams in the case of the chocolate snatcher & other mysteries	M. Masters
Hawkeye Collins & Amy Adams in The secret of the video game scores & other mysteries	M. Masters
Hawkeye Collins & Amy Adams in The secret of the software spy & 8 other mysteries	M. Masters
Hawkeye Collins & Amy Adams in The case of the clever computer crooks & other mysteries	M. Masters
Hawkeye Collins & Amy Adams in The mystery of the haunted house & other mysteries	M. Masters
Hawkeye Collins & Amy Adams in The mystery of the Star ship movie & 8 other mysteries	M. Masters
Rapunzel: the one with all the hair	Wendy Mass
Wild surprise	
Claudia and the bad joke	Ann M. Martin
Jessi Ramsey, pet-sitter	Ann M. Martin
Little Miss Stoneybrook-- and Dawn	Ann M. Martin
Mary Anne's bad-luck mystery	Ann M. Martin
The meanest doll in the world Godwin	Ann M. Martin & Laura
Welcome to Camden Falls	Ann M. Martin

**SURPLUS RESOLUTION 2017-1064
OCTOBER 24, 2017
SURPLUS LIST**

Needle and thread	
Tis the season	Ann M. Martin
Best friends	Ann M. Martin
The secret book club	Ann M. Martin
Birdwing	Rafe Martin
Now you see me	
The Princess School : princess charming	Jane B. Mason
Stink : the incredible shrinking kid	Megan McDonald
Stink and the ultimate thumb-wrestling smackdown	Megan McDonald
Judy Moody predicts the future	Megan McDonald
Judy Moody, M.D.	Megan McDonald
Judy Moody	Megan McDonald
The voyages of Doctor Dolittle	
Rabbit Hill	Robert Lawson

Adult Non-Fiction

Oddball ointments, powerful potions, & fabulous folk remedies	Thomas, Karen Jean
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SURPLUS RESOLUTION 2017-1064

OCTOBER 24, 2017

SURPLUS LIST

Staff Summary Report

MEETING DATE:	October 24, 2017
AGENDA ITEM:	VII. CONSENT AGENDA (E)
AGENDA TITLE:	Fast Track Communications Inc. Pole Attachment Agreement

ACTION REQUESTED BY:	Ken George, Electric Director
ACTION REQUESTED:	Approval of Pole Attachment Agreement with Fast Track Communications Inc.
SUMMARY BY:	Ken George

PROJECT DESCRIPTION / FACTS

FastTrack Communications Inc, a State registered communications utility would like to attach fiber optic cable to power poles owned by the City of Aztec in order to serve high speed fiber optic communications to businesses in Aztec.

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

The City Commission approved this agreement in October. Since that meeting FastTrack has asked for the City to reconsider the fee schedule proposed in the first agreement. I met with FastTrack representatives and both parties have agreed on a new attachment fees reducing the first 5 years from 22.25 per pole per year to \$18.00 per pole per year, from \$26.50 the second five year term to \$22.50 and from \$30.25 to \$26.50 per pole per year for years 10 through 15. These fees are the same as what other Utilities are paying the City for pole attachments under similar agreements. (KBG)

FISCAL INPUT / FINANCE DEPARTMENT

Once FastTrack Communications Inc has determined what poles they wish to attach to throw the permitting process there will be a fee charged per pole per year. This is a 15 year agreement. Fees charged are \$18.00 per pole per year for years 1-5, \$22.25 for years 6-10 and \$26.50 for years 11-15. (KBG)

SUPPORT DOCUMENTS:	Fast Track Pole Agreement
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DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve Pole Attachment Agreement Between FastTrack Communications Inc. and the City of Aztec
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CITY OF AZTEC
JOINT USE POLE ATTACHMENT LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September 2015 (“Effective Date”) by and between the CITY OF AZTEC, (hereinafter referred to as “LICENSOR”), and **FastTrack Communications Inc**, 779 Tech Center Drive suite 200, Durango Colorado. (hereinafter referred to as "LICENSEE"),

WITNESSETH THAT:

WHEREAS, LICENSEE desires to place its cables, appliances, equipment and facilities, (hereinafter collectively called “attachments”) on LICENSOR’s distribution and transmission utility poles, (hereinafter collectively called “poles”); and

WHEREAS, LICENSOR is willing to permit said attachments to its poles solely for the purpose of permitting LICENSEE to provide services as LICENSEE is authorized to provide in compliance with local, state, or federal law, and where such attachments will not interfere with its own core use, subject to the terms and provisions hereinafter set forth.

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

ARTICLE I

SCOPE OF AGREEMENT

(a) Subject to compliance with the terms of this Agreement, LICENSOR agrees to issue to LICENSEE a revocable, nonexclusive license authorizing LICENSEE to place its attachments on LICENSOR’s poles. Said license includes the right for the continued placement and maintenance of LICENSEE’s attachments previously authorized by LICENSOR.

(b) No use of LICENSOR’s poles or payment of any fees or charges required under this Agreement shall vest in LICENSEE any property rights in said poles, but LICENSEE shall have a mere license. LICENSOR is not required to construct, retain, extend, place or maintain any poles or other facilities not needed for its own service requirements, and LICENSOR reserves the right to exclude from LICENSEE’s use any poles; provided, that LICENSOR may only deny access to poles where there is insufficient capacity or for the reason of safety, reliability and applicable engineering standards as defined by the NESC; or by City ordinance.

(c) LICENSEE acknowledges that LICENSOR has heretofore entered into, or may in the future enter into, arrangements or agreements with others not party to this Agreement regarding the joint use or rental of poles covered by this Agreement. Therefore, any application made under the terms of this Agreement and any permit granted shall be subject to such joint use or rental agreements or arrangements.

When a party to this Agreement enters into a license Agreement with a third party concerning use of the Joint Pole(s) it owns, it shall require the attachments of such third party to comply with substantially the same requirements as set forth in this Agreement.

The party owning the Joint Pole(s) shall require such third party to compensate Licensor and Licensee for reasonable costs incurred in rearranging any of their attachments necessary to provide clearance, as required in this Agreement, for such third party's installation upon the Joint Pole(s).

In no situation, shall any third party's modification or attachment to any joint pole encumber, obstruct, or impede the maintenance, removal for installation, or permanent removal of any of the other parties' existing attachments.

ARTICLE II

TERM OF AGREEMENT

(a) The term of the Pole attachment license agreement granted hereunder shall be for an initial term of ten (10) years, commencing upon the Effective date of the Pole attachment license agreement, unless the Pole attachment license agreement is renewed or is lawfully terminated in accordance with the terms of this Pole attachment license agreement. At the conclusion of the initial ten (10) year term, as determined by mutual consent of both parties, a five (5) year extension to the Pole attachment license agreement shall be granted to LICENSEE.

(b) Upon termination of this Agreement in accordance with any of its terms, LICENSEE shall immediately remove its attachments from all poles of LICENSOR. If not so removed within three hundred eighty (380) days or a negotiated signed agreement extending the time longer than 380 days, all lines, equipment and attachments shall become the property of the LICENSOR and may be removed by LICENSOR, at the expense of LICENSEE, and LICENSOR shall be free from any liability from removing or disposing of them.

ARTICLE III

FEES AND CHARGES

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

- (1) \$18.00 per pole for years 1 through 5 of the agreement.
- (2) \$22.25 per pole for years 6 through 10 of the agreement.
- (3) \$26.50 per pole for years 11 through 15 of the agreement.

(b) Annual rental payments shall be based on the number of poles on which there exists any attachment of LICENSEE on December 31 of the preceding year. LICENSOR will notify LICENSEE of such amount due for any year that this Agreement is in effect on or before March 31 of the preceding year. LICENSEE shall pay the Amount Due in accordance with

Article XVII of this Agreement. The above rental rate may be revised by LICENSOR upon written notice to LICENSEE at least six (6) months in advance of the date the next rental payment is due. Provided, however, that any adjustment to the rental rate shall not exceed the proportionate change over the same time period in the Handy-Whitman Index for Electric Utility Construction Cost for the Southwest Region of the United States for Federal Energy Regulatory Account Number 364, Poles, Towers and Fixtures. The revised rate will apply to all attachments existing on December 31 of the year in which notice is given and will continue to apply to all existing and future attachments unless further revised.

ARTICLE IV

APPLICATION FOR PERMIT AND NOTIFICATION OF ATTACHMENTS

(a) Before making attachment to any of LICENSOR's poles, LICENSEE shall make application to LICENSOR specifying the location of each pole on the form attached as Exhibit A. Within thirty (30) working days after receipt of the application, LICENSOR shall return to LICENSEE said application indicating thereon whether or not it is willing to permit the joint use of poles, and if so, under what conditions. Notwithstanding the foregoing, LICENSEE shall not be required to make application for attachments previously authorized by LICENSOR. The application requirement will be waived for new customer service drops added to poles on which LICENSEE already has an authorized attachment provided the LICENSEE has left efficient climbing and/or aerial basket approach space on the alley or road side of the pole or structure. In instances where a service drop is the initial attachment on Licensor's pole, Licensee shall make application to Licensor within 14 days of such attachment.

(b) LICENSOR shall have the sole right to determine the availability of such poles for joint use and shall be under no obligation to grant permission for LICENSEE's use of the poles. LICENSEE shall have the right to occupy the space allotted by LICENSOR under the conditions and in accordance with the terms of this Agreement. Upon receipt of LICENSOR's approval for the attachment, the payment shall be the applicable annual per pole sum calculated under Article III, paragraph (a) above.

(c) After making attachment to poles of LICENSOR, LICENSEE shall notify LICENSOR of the location of each attachment and any changes to the original application as set forth on the Notification of Attachment by LICENSEE Form attached as Exhibit B.

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

ARTICLE V

SPECIFICATIONS

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

ARTICLE VI

PLACING AND MAINTAINING ATTACHMENTS

(a) LICENSEE shall, at its own expense, place and maintain its attachments in safe condition and thorough repair, so as not to conflict with the use of poles by LICENSOR for its core utility service (power transmission and delivery, fiber communications and municipal telephone) or other users, or interfere with the construction, operation, maintenance or removal of facilities thereon. LICENSEE shall take all necessary precautions, by the installation of protective equipment or other means, to protect all persons and property against injury or damages occurring by reason of LICENSEE's attachments on LICENSOR's poles.

(b) LICENSEE shall within thirty (30) days, at its own expense, upon notice from LICENSOR, relocate, replace or renew its attachments placed on the poles, and transfer them to substitute poles, or perform any other work in connection with the facilities that may be reasonably required by LICENSOR for its core service needs. In the event that third-party joint pole users not subject to this Agreement whose attachments are located above Licensee's shall have equipment attached to Licensor's poles, Licensee's thirty (30) day period to transfer its Attachment shall not commence until Licensee receives notice from Licensor that the third-party attachments above Licensee have been moved. In the case of an emergency, LICENSOR may arrange to relocate, replace or renew the attachments placed on the poles by LICENSEE, transfer them to substituted poles, or perform other work in connection with the attachments that may be required in the maintenance, removal, replacement or relocation of its poles, the attachments to the poles, or the service needs of LICENSOR. LICENSEE shall, on demand, reimburse LICENSOR for the expenses incurred.

(c) LICENSEE shall not place any additional equipment or change the position of any of its attachments upon any pole used by it hereunder without first making application therefore and receiving LICENSOR's approval so to do, all as prescribed in Article IV hereof.

(d) LICENSEE shall remove, relocate or place underground its facilities at its own expense if the LICENSOR removes or replaces an existing overhead line underground. In the instance the LICENSOR is replacing existing overhead facility(s) underground as a municipal beautification or enhancement project, LICENSOR shall notify LICENSEE a minimum of 120 days prior to project start and supply trenching and install conduit for the Licensee's trunk line and or fiber facilities under the direction of the Licensee's local engineer or systems planner.

ARTICLE VII

ALTERATIONS FOR LICENSEE'S ATTACHMENTS

(a) In the event that any pole of LICENSOR to which LICENSEE desires to make attachments, in the judgment of LICENSOR, requires rearrangement to support, or accommodate the additional attachments of LICENSEE, LICENSOR shall indicate on Exhibit A the changes it believes are necessary to provide adequate pole space and the estimated cost to LICENSEE. LICENSEE agrees to pay LICENSOR the cost of replacing any pole that is inadequate to accommodate LICENSEE's attachments, as well as the cost of transferring attachments from the old to the replacement poles. LICENSEE also agrees to pay LICENSOR the cost of rearranging attachments on an existing pole to accommodate LICENSEE's attachments, including the cost of strengthening or guying. LICENSEE shall pay LICENSOR upon the completion of the replacement of inadequate poles or rearrangement of its facilities, as billed by the LICENSOR. LICENSEE also agrees to pay the owner or owners of other attachments on said poles the cost of transferring or rearranging such attachments to accommodate LICENSEE's attachments. LICENSEE shall agree with other owners of facilities attached to said poles as to the payment to be made to such owners.

(b) In the event LICENSOR installs a new pole in its assigned service area and in order to provide space or strength to accommodate LICENSEE's attachments must install a stronger or taller pole, the cost of providing a pole of extra height or strength shall be paid by LICENSEE. Such cost shall include the difference between the cost of installing the new pole and the cost of installing a pole LICENSOR considers adequate for LICENSOR's attachments and of its other LICENSEE's. The new pole shall be the property of LICENSOR regardless of any payments by LICENSEE toward its cost and LICENSEE shall acquire no right, title or interest in such pole. The LICENSOR standard pole installed in rural areas is a 35' class 4 and a 40' class 4 in metropolitan areas.

(c) Because LICENSOR provides an essential service to the public, it reserves the right to make periodic inspections of LICENSEE's attachments to make certain that there is no impairment to its ability to provide electricity or fiber communications to its customers and LICENSEE shall pay LICENSOR the reasonable costs of such inspections. If such inspection finds that any of LICENSEE's attachments do not conform to requirements, specifications, rules, and regulations specified herein, subject to the provisions of the following sentence. LICENSOR shall not make such inspections more often than once every three years and upon notice to LICENSEE unless, in LICENSOR's judgment, such inspections are required for reasons involving safety, maintenance of service or where LICENSOR reasonably believes LICENSEE is violating the terms of this Agreement. The making of such inspections or the

failure to do so shall not relieve LICENSEE of any responsibility, obligation or liability assumed under this Agreement.

(d) If LICENSEE's attachments are found on a pole for which no permit has been obtained, LICENSOR may (1) impose a charge of \$150.00 (one hundred fifty dollars) plus five (5) years attachment fees as condition to such attachments remaining on the pole, or (2) require LICENSEE to remove such attachments. If LICENSEE fails to pay the charge or to remove the attachments, LICENSOR may remove the attachments and the expense of removal shall be borne by LICENSEE. For the purpose of determining the charge, an unauthorized attachment shall be treated as having existed for a period of five (5) years prior to its discovery; and the charge, computed at the applicable yearly rate per pole at the time of discovery plus \$150.00 (one hundred fifty dollars) and five (5) years, shall be due and payable immediately. Any such charge imposed by LICENSOR shall be in addition to its rights to any other sums due and payable and to any claims or damages under this Agreement or otherwise. As of the effective date of this Agreement, all existing attachments of LICENSEE shall be deemed authorized under Section VII.

ARTICLE VIII

LICENSOR'S RIGHTS AND SERVICE RESPONSIBILITIES

LICENSOR reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such a manner as will best enable it to fulfill its own service requirements and responsibilities. LICENSOR shall not be liable to LICENSEE for any interruption to service of LICENSEE or for interference with the operation of the attachments of LICENSEE arising in any manner out of the use of LICENSOR's poles. Nothing in this Agreement shall be construed to obligate LICENSOR to grant LICENSEE permission to use any particular pole or poles, and whenever LICENSOR notifies LICENSEE in writing to remove its attachments from LICENSOR's pole or poles, the LICENSEE shall within thirty (30) days after the date of such notice, remove its attachments from said pole or poles.

ARTICLE IX

RIGHTS-OF-WAY AND PERMITS FOR LICENSEE'S ATTACHMENTS

(a) Nothing in this Agreement shall be construed as a warranty or guarantee of permission from owners of private property, municipal or other governmental authorities, or other users, for LICENSEE to place or maintain its attachments upon the poles of LICENSOR. LICENSEE shall secure any required consents, permits or other appropriate authorization from such owners, users, or governmental authorities and shall furnish to LICENSOR evidence of the procurement of such authorizations with Exhibit "A" application and permit

(b) Upon notice from LICENSOR to LICENSEE that the use of any pole is forbidden by municipal authorities or property owners, the permit covering the use of such pole shall immediately terminate and LICENSEE's attachments shall be removed immediately at the expense of LICENSEE.

ARTICLE X

LIABILITY AND DAMAGE RESPONSIBILITIES

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

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

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

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

The insurance described above also shall provide contractual liability coverage with respect to liability assumed by LICENSEE under Article XI. The LICENSOR shall be named as an additional insured with respect to bodily injury and property damage insurance. LICENSEE shall submit to LICENSOR certificates by each insurance carrier addressed to LICENSOR showing the effectiveness of insurance in accordance with this Agreement and containing a provision that the insurance carrier will not cancel or change any policy of insurance issued

pursuant to this Agreement except by written notice to LICENSOR served by certified mail stating the effective date of the cancellation or change, which effective date of cancellation or change shall not be less than thirty (30) days after receipt of such notice by LICENSOR.

ARTICLE XI

INDEMNIFICATION

(a) LICENSEE agrees to indemnify and save harmless LICENSOR, its representatives, agents, employees, successors and assigns, against and from any and all claims, demands, causes of action, damages, liabilities, costs (including without limitation reasonable attorneys' fees) and expenses, directly or indirectly resulting from or caused by: (1) the installation maintenance, use or removal of LICENSEE's equipment, including without limitation, those based upon LICENSEE's failure to secure any required consents, permits or authorization from the owners of private property, other users, or governmental authorities to maintain its attachments on LICENSOR's poles; (2) any act, omission, or negligence of LICENSEE, or any of its representative, agents or employees; (3) any detrimental effect upon, interruption, discontinuance, or interference with LICENSEE's service occasioned by any action by LICENSOR or any other user.

(b) The above and foregoing indemnities shall apply with respect to any and all claims, demands, causes of action, damages, liabilities, costs and expenses, except to the extent caused by the negligence of LICENSOR or any of its representatives, agents or employees.

(c) LICENSEE shall, upon demand and at its own risk and expense, defend any and all such suits, actions or other legal proceedings which may be brought or instituted against LICENSOR, its successors or assigns, on any such claim, demand, or cause of action; and shall pay and satisfy any judgment or decree which may be rendered against LICENSOR, its successors or assigns.

(d) LICENSOR shall promptly notify LICENSEE in writing of any claim under this Article XI and shall cooperate with LICENSEE with respect to the settlement and/or defense of or to such claims.

ARTICLE XII

REMOVAL OF LICENSEE'S ATTACHMENTS

(a) LICENSOR reserves the right, without liability to LICENSEE or its customers, to discontinue the use of, remove, replace or change the location of any of its poles regardless of LICENSEE's use of said poles and LICENSEE shall at its sole cost and within one hundred twenty (120) days after written notice by LICENSOR, remove its attachments as shall be required by LICENSOR.

(b) Upon notice from LICENSOR to LICENSEE that the use of any pole or poles by LICENSEE is unauthorized or illegal, the permit insofar as it covers the use of such pole or poles

shall immediately terminate and LICENSEE shall remove its attachments from such pole or poles.

(c) LICENSEE may at any time remove its attachments from any pole or poles of LICENSOR, but shall immediately give LICENSOR written notice of such removal in the form of the attached Exhibit C.

ARTICLE XIII

ASSIGNMENT OF RIGHTS

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

(b) The terms and provisions of this Agreement shall be binding upon and extend to and inure to the benefit of the successors, assigns and contractors and/or subcontractors of the LICENSEE.

ARTICLE XIV

DEFAULTS AND REMEDIES

(a) If LICENSEE fails to comply with any of the provisions of this Agreement or is in default in any of its obligations under this Agreement and shall fail thirty (30) days after written notice from LICENSOR to notify LICENSOR of its intention to comply with such provisions and/or correct such default and if LICENSEE fails to correct such default or noncompliance within sixty (60) days after said notice by the LICENSOR to the LICENSEE, LICENSOR may, at its option, terminate this Agreement or terminate the permit covering the pole or poles as to which such default or noncompliance shall have occurred. Notwithstanding the foregoing, in such cases where a default cannot be cured within the specified period by the exercise of diligent, commercially reasonable effort, Licensee shall have an additional sixty (60) days within which to cure the defaults, giving Licensee a total of One hundred twenty (120) days from the date that Licensor provided its notice of default. In the event that LICENSOR terminates this Agreement, in writing and in entirety, LICENSEE shall have seven hundred twenty (720) days within which to remove its attachments, and in the event that LICENSEE does not remove its attachments within said period, LICENSOR may do so, the removal cost to be borne, in any event by LICENSEE or the attachments and infrastructure become property of LICENSOR.

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

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

(c) In the event either party shall be required to resort to litigation for the purpose of enforcing its rights under this Agreement, the judgment resulting from such litigation shall include an allowance for court costs and reasonable attorneys' fees, paid or incurred in connection with such litigation, unless such litigation has been compromised or settled and unless otherwise ordered or provided in the judgment or decree terminating such litigation.

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

ARTICLE XV

ENFORCEMENT

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

ARTICLE XVI

RIGHTS OF OTHER USERS

This Agreement shall not be construed as affecting the rights or privileges previously conferred by LICENSOR, by contract or otherwise, to others not parties to this Agreement, to use any poles covered by this Agreement; and LICENSOR shall have the right to continue and extend such rights and privileges. This Agreement shall not be construed as affecting or limiting the

rights of LICENSOR to make other and additional contracts with other persons, firms, or corporations for the joint use or rental of LICENSOR's poles and facilities.

ARTICLE XVII

PAYMENT OF STATEMENTS

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

ARTICLE XVIII

IDENTIFICATION OF LICENSEE'S EMPLOYEES

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

XIX

FORCE MAJEURE

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

ARTICLE XX

PREVENTION AND SATISFACTION OF LIENS

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

employees of LICENSEE and its subcontractors also shall not permit any mechanic's or material man's liens to be filed assigned or prosecuted against LICENSOR or its property.

ARTICLE XXI

NOTICES

Any notices required or permitted pursuant to this Agreement shall be given by registered or certified mail with return receipt requested, addressed to City of Aztec, attention Electric Director, 201 West Chaco, Aztec, NM 87410 and to LICENSEE at:

With a copy to:

FastTrack Communications Inc
ATTN: General Manager
779 Tech Center Drive
Suite 200
Durango, CO 81301

khebbard@fasttrackcomm.net
(970) 828-1005 phone
(970) 247-3366 office
(970) 247-2426 Fax

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

ARTICLE XXII

CONTRACTING

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

ARTICLE XXIII

LICENSEE'S COMPLIANCE WITH ORDINANCES, LAWS, RULES AND REGULATIONS

The LICENSEE in the performance of its service and in exercising the rights granted under any license issued to the LICENSEE by the LICENSOR under this Agreement shall at all times comply with all applicable ordinances, laws, rules and regulations of any and all

governmental authorities having jurisdiction in the premises and shall exercise such rights for lawful communication purposes only.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties.

CITY OF AZTEC

By _____
Its _____

“LICENSOR”

ATTEST _____
Its _____

By _____

“LICENSEE”

ATTEST _____
Its _____

EXHIBIT A

PERMIT NO. APPLICATION AND PERMIT

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

In accordance with the terms of the Pole Attachment License Agreement, dated _____, 20____, _____ hereby applies for a permit to make attachments to the poles identified below. _____ has obtained all necessary consents or permits from private property owners and governmental authorities in accordance with Article IX of the Pole Attachment License Agreement.

LOCATION

(Street Name(s))

No. Poles Attached _____

Aztec Electric Pole ID #'s

By
Title

Licensee

Permit granted _____, 20____, place the above described attachment(s) on the identified pole(s), subject to LICENSEE's acceptance of any changes or rearrangements detailed on the attached sheet, at an estimated cost of \$_____ for LICENSOR's rearrangements. Acceptance should be indicated on this form and returned to LICENSOR within sixty (60) days from the date hereof, failing which the permission hereby granted shall automatically be revoked.

CITY OF AZTEC

By _____
Title _____
LICENSOR

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

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

By _____
Title _____
LICENSEE

NOTICE NO. _____

EXHIBIT B

NOTIFICATION OF ATTACHMENT BY LICENSEE

_____, 20____

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

In accordance with the terms of Pole Attachment License Agreement, dated _____, 20____, pole attachment information is shown below:

Location _____
(Street Name)

Total Poles Attached _____

FastTrack Communications Inc

By _____
Title _____
Licensee

Notice Acknowledged

_____, 20____.

CITY OF AZTEC

By _____
Title _____
Licensor
NOTICE NO. _____

EXHIBIT C

NOTIFICATION OF REMOVAL BY LICENSEE

_____, 20_____

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

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

Location _____
(Street Name)

Total Poles Discontinued _____

FastTrack Communications Inc

By _____ Title _____
Licensee

Notice Acknowledged
_____, 20_____

CITY OF AZTEC

By _____
Title _____
Licensor

Staff Summary Report

MEETING DATE: October 24, 2017
AGENDA ITEM: VIII. CONSENT AGENDA (F)
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.

There is no fiscal impact of 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 24, 2017

AGENDA ITEM: VIII. CONSENT AGENDA (G)

AGENDA TITLE: Resolution 2017-1065 Authorizing Signatures on City Operating Account

ACTION REQUESTED BY: Finance Department

ACTION REQUESTED: Approval of Resolution 2017-1065 Authorizing Signatures on City Operating Account

SUMMARY BY: Kris Farmer

PROJECT DESCRIPTION / FACTS

- Resolution 2017-1065 updates the list of persons authorized to sign on City Operating account with respect to Steve Mueller as Acting City Manager. This resolution will eliminate Joshua Ray as an authorized signature.
- New signature cards to be signed are limited to account held at Citizens Bank for the Operating Account. Sufficient authorized signatures remain on other accounts (MVD, Court Bonds, CDBG) to allow the Finance Department to continue to meet the obligations of the City.

PROCUREMENT / PURCHASING (if applicable)

None

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

None

SUPPORT DOCUMENTS: Resolution 2017-1065

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2017-1065 Authorizing signatures on City of Aztec Operating Account

**CITY OF AZTEC
RESOLUTION 2017-1065**

AUTHORIZING SIGNATURES FOR CITY OPERATING ACCOUNT

WHEREAS, the City Commission of the City of Aztec, New Mexico, is the authorized Board of Finance of said City of Aztec, and as such has control of the manner and method that monies belonging to the City shall be handled; and

WHEREAS, there have been changes in personnel of said City which requires changes in the officers authorized on withdrawals.

NOW THEREFORE BE IT RESOLVED by the City Commission of Aztec, New Mexico, the Citizens Bank, Aztec New Mexico, be designated as depository of said City and that funds so deposited be withdrawn upon a check, draft, note or order of the Corporation, and shall require two(2) of the following persons:

Steve Mueller	Acting City Manager
Kathy Lamb	Finance Director
Sally Burbridge	Mayor
Sherri A. Sipe	Mayor Pro-Tem
Austin R Randall	Commissioner
Katee McClure	Commissioner
Sheri L Rogers	Commissioner

BE IT FURTHER RESOLVED, by the City Commission of the City of Aztec, New Mexico, that all checks, drafts, notes or orders drawn against the City account in the amount of five thousand dollars (\$5,000.00) or more shall have two (2) of the above mentioned signatures and must be countersigned by one of the following persons:

Sally Burbridge	Mayor
Sherri A Sipe	Mayor Pro-Tem
Austin R Randall	Commissioner
Katee McClure	Commissioner
Sheri L Rogers	Commissioner

PASSED, APPROVED AND ADOPTED this 24th day of October, 2017

City of Aztec

Sally Burbridge, Mayor

ATTEST:

City Clerk, Karla H. Sayler

Staff Summary Report

MEETING DATE: October 24, 2017
AGENDA ITEM: VIII. CONSENT AGENDA (H)
AGENDA TITLE: Bid 2018-629 Ute Avenue Sewer Reconstruction Bid Award

ACTION REQUESTED BY: Public Works Department, Finance Department
ACTION REQUESTED: Approval to Award Bid 2018-629
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The Ute Avenue sewer line reconstruction includes the installation of 8" sewer line from Llano to Animas Street, including 7 new manholes. The manhole in Llano and 600 feet of sewer line from Llano south beyond Mosaic Academy were replaced in August 2017 by the Public Works Department to avoid conflict with contractor construction equipment and students. The project bid includes the replacement of the sewer line and manholes from south of Mosaic to Animas Street.
- The project is scheduled to be completed 60 calendar days from the Notice to Proceed, which is estimated to be late December/early January at which time the asphalt plant will be closed. As a result, paving of Ute Avenue will be delayed until the spring of 2018 (paving is included in this bid). In the interim, the contractor will place road base on Ute Avenue which the City will maintain through the winter months.

PROCUREMENT / PURCHASING (if applicable)

- Invitation to Bid (ITB) was published on the city website and advertised in the Daily Times on Wednesday, September 27, 2017. One addendum was issued on the bid. The bid was publically opened on Monday, October 16, 2017.
- Contract days for construction are 60 calendar days from Notice to Proceed.
- Five responsive bids were received and staff recommendation for award is to TRC Construction, Flora Vista, NM.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

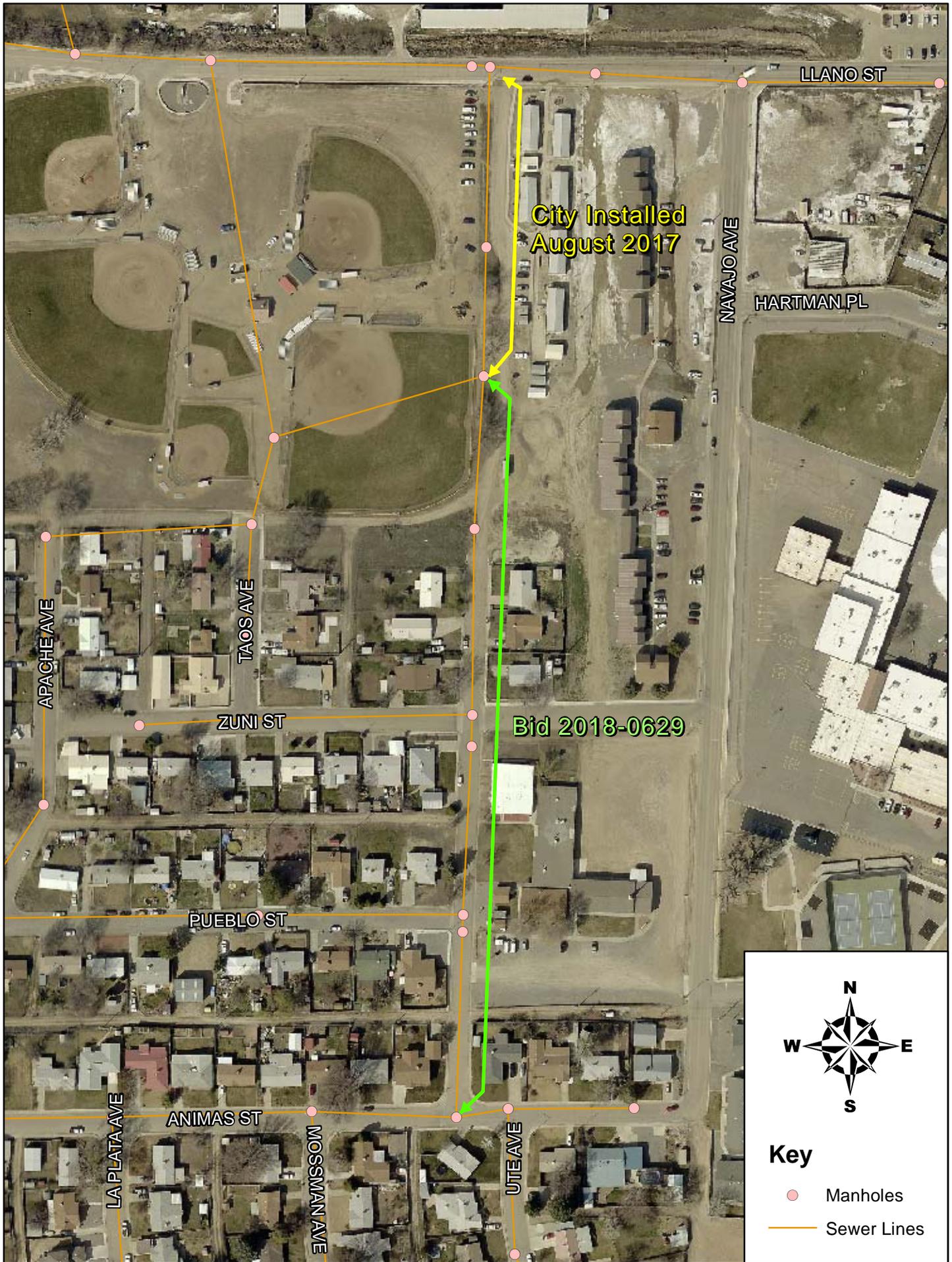
- FY18 Annual Adopted Budget, Joint Utility Fund, included \$600,000 for capital projects. Of that amount, \$210,000 will be specific to the Ute Avenue Sewer Replacement. This amount includes engineering, materials, work performed earlier this fiscal year by contract and Public Works, construction bid, construction testing and 5% construction contingency.

Engineering	\$ 10,000
Materials	\$ 15,628
Manhole Install	\$ 3,719

Construction Testing	\$ 10,000
Construction Bid w/ tax	\$161,135
Contingency	\$ 9,518

SUPPORT DOCUMENTS: Bid 2018-629 Bid Tabulation

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Bid 2018-629 Ute Avenue Sewer Reconstruction to TRC Construction in the amount of \$149,199.37 plus tax and authorize the Acting City Manager to execute the construction agreement.





UTE AVENUE SEWER RECONSTRUCTION
BID #2018-629

BID DATE: OCTOBER 16, 2017 3:30PM
 TENTATIVE AWARD DATE: OCTOBER 24, 2017

RECOMMENDED AWARD: TRC CONSTRUCTION

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER ESTIMATE		ADAME CONSTRUCTION		DESERT UTILITY & PAVING	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Sawcut and Remove Existing Pavement	SY	788	\$ 15.00	\$ 11,820.00	\$ 16.00	\$ 12,608.00	\$ 9.00	\$ 7,092.00
2	Base Course	SY	788	\$ 16.00	\$ 12,608.00	\$ 18.00	\$ 14,184.00	\$ 21.00	\$ 16,548.00
3	HMA SPIII	SY	788	\$ 28.00	\$ 22,064.00	\$ 67.00	\$ 52,796.00	\$ 29.00	\$ 22,852.00
4	Install City Provided 8" Sewer Line	LF	1153	\$ 10.00	\$ 11,530.00	\$ 15.00	\$ 17,295.00	\$ 2.50	\$ 2,882.50
5	4" Sewer Service Line	LF	48	\$ 20.00	\$ 960.00	\$ 25.00	\$ 1,200.00	\$ 7.50	\$ 360.00
6	Trenching and Backfill	LF	1201	\$ 12.00	\$ 14,412.00	\$ 20.00	\$ 24,020.00	\$ 31.00	\$ 37,231.00
7	4' Dia Type A Manhole with Collar	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 7,100.00	\$ 7,100.00
8	4' Dia Type B Manhole with Collar	EA	5	\$ 2,500.00	\$ 12,500.00	\$ 5,000.00	\$ 25,000.00	\$ 6,000.00	\$ 30,000.00
9	4 " Sewer Service Tap Saddle	EA	14	\$ 300.00	\$ 4,200.00	\$ 1,700.00	\$ 23,800.00	\$ 500.00	\$ 7,000.00
10	Remove or Abandon Manhole	EA	7	\$ 1,000.00	\$ 7,000.00	\$ 1,000.00	\$ 7,000.00	\$ 1,375.00	\$ 9,625.00
11	Pumping Sewage	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 7,000.00	\$ 7,000.00	\$ 8,000.00	\$ 8,000.00
12	Construction Staking by Contractor	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,250.00	\$ 4,250.00
13	Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00
				ESTIMATE TOTAL	\$ 107,094.00	BID:	\$ 206,403.00	BID:	\$ 162,940.50
				Total Comparison including 5% NM State Preference		\$	196,082.85	\$	154,793.48
				Total Comparison including 10% (Maximum) Resident Veteran Preference					

ITEM	DESCRIPTION	UNIT	QUANTITY	KAVE CONSTRUCTION		TLC PLUMBING		TRC CONSTRUCTION			
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL		
1	Sawcut and Remove Existing Pavement	SY	788	\$ 18.75	\$ 14,775.00	\$ 5.00	\$ 3,940.00	\$ 4.67	\$ 3,679.96		
2	Base Course	SY	788	\$ 15.00	\$ 11,820.00	\$ 16.00	\$ 12,608.00	\$ 12.12	\$ 9,550.56		
3	HMA SPIII	SY	788	\$ 66.00	\$ 52,008.00	\$ 34.00	\$ 26,792.00	\$ 39.00	\$ 30,732.00		
4	Install City Provided 8" Sewer Line	LF	1153	\$ 25.00	\$ 28,825.00	\$ 7.00	\$ 8,071.00	\$ 27.75	\$ 31,995.75		
5	4" Sewer Service Line	LF	48	\$ 25.00	\$ 1,200.00	\$ 7.00	\$ 336.00	\$ 81.70	\$ 3,921.60		
6	Trenching and Backfill	LF	1201	\$ 49.53	\$ 59,485.53	\$ 37.00	\$ 44,437.00	\$ 15.50	\$ 18,615.50		
7	4' Dia Type A Manhole with Collar	EA	1	\$ 5,002.47	\$ 5,002.47	\$ 4,500.00	\$ 4,500.00	\$ 4,634.00	\$ 4,634.00		
8	4' Dia Type B Manhole with Collar	EA	5	\$ 5,000.00	\$ 25,000.00	\$ 4,400.00	\$ 22,000.00	\$ 4,950.00	\$ 24,750.00		
9	4 " Sewer Service Tap Saddle	EA	14	\$ 2,500.00	\$ 35,000.00	\$ 700.00	\$ 9,800.00	\$ 490.00	\$ 6,860.00		
10	Remove or Abandon Manhole	EA	7	\$ 3,400.00	\$ 23,800.00	\$ 2,000.00	\$ 14,000.00	\$ 570.00	\$ 3,990.00		
11	Pumping Sewage	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 500.00	\$ 500.00	\$ 5,245.00	\$ 5,245.00		
12	Construction Staking by Contractor	LS	1	\$ 4,200.00	\$ 4,200.00	\$ 3,500.00	\$ 3,500.00	\$ 3,975.00	\$ 3,975.00		
13	Traffic Control	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,250.00	\$ 1,250.00		
				BID:	\$ 271,116.00	BID:	\$ 155,484.00	BID:	\$ 149,199.37		
				Total Comparison including 5% NM State Preference		\$	257,560.20	\$	147,709.80	\$	141,739.40
				Total Comparison including 10% (Maximum) Resident Veteran Preference							

Staff Summary Report

MEETING DATE: October 24, 2017
AGENDA ITEM: VIII. CONSENT AGENDA (I)
AGENDA TITLE: Bid 2018-631 Animas River Diversion Project Bid Award

ACTION REQUESTED BY: Public Works Department, Finance Department
ACTION REQUESTED: Approval to Award Bid 2018-631
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The Animas River is the primary source of water for the City. While there are three points of diversion (the river, the Lower Animas Ditch and Aztec Ditch), the main diversion point is the Animas River. Due to the high and low flows of the river, the City has reworked the river channel to provide sufficient water flow for the pumps. The US Army Corp and New Mexico Environment Department advise the City this practice of changing the river channel would no longer be permitted and a permanent solution should be constructed.
- The first phase of this project was the replacement of the diversion headgate which was completed in the spring of 2016. This project will re-establish the natural channel of the river, re-shaping of the east river bank and stabilization of the east river bank with wire-tied rip-rap.
- The project is scheduled to be completed 45 calendar days from the Notice to Proceed. Based on historical river flows, the Contractor will advise when the Notice to Proceed will be issued. Dependent on actual water flows, there may be work suspensions until it is safe for the contractor to work in the river. The Contractor will have the work completed before spring run-off.

PROCUREMENT / PURCHASING (if applicable)

- Invitation to Bid (ITB) was published on the city website and advertised in the Daily Times on Wednesday, September 27, 2017. Two addendums were issued on the bid. The bid was publically opened on Wednesday, October 18, 2017.
- Contract days for construction are 45 calendar days from Notice to Proceed.
- Two responsive bids were received and staff recommendation for award is to AJAC Enterprises, Inc., Albuquerque, NM.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- FY18 Annual Adopted Budget, Joint Utility Fund, includes \$384,000 specific for this project.
Construction Bid w/ tax \$290,808

SUPPORT Bid 2018-629 Bid Tabulation
DOCUMENTS: Project Map

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Bid 2018-631 Animas River Diversion Project to AJAC Enterprises, Inc. in the amount of \$269,267.00 plus tax and authorize the Acting City Manager to execute the construction agreement.

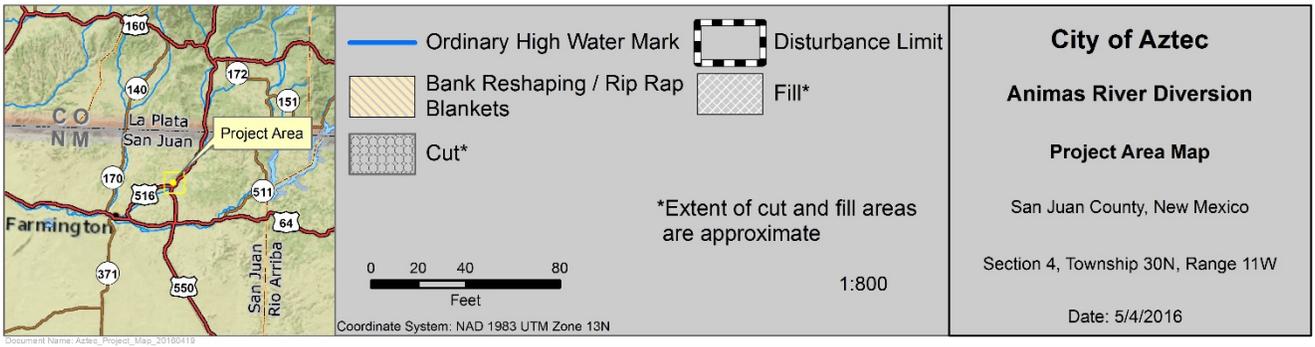
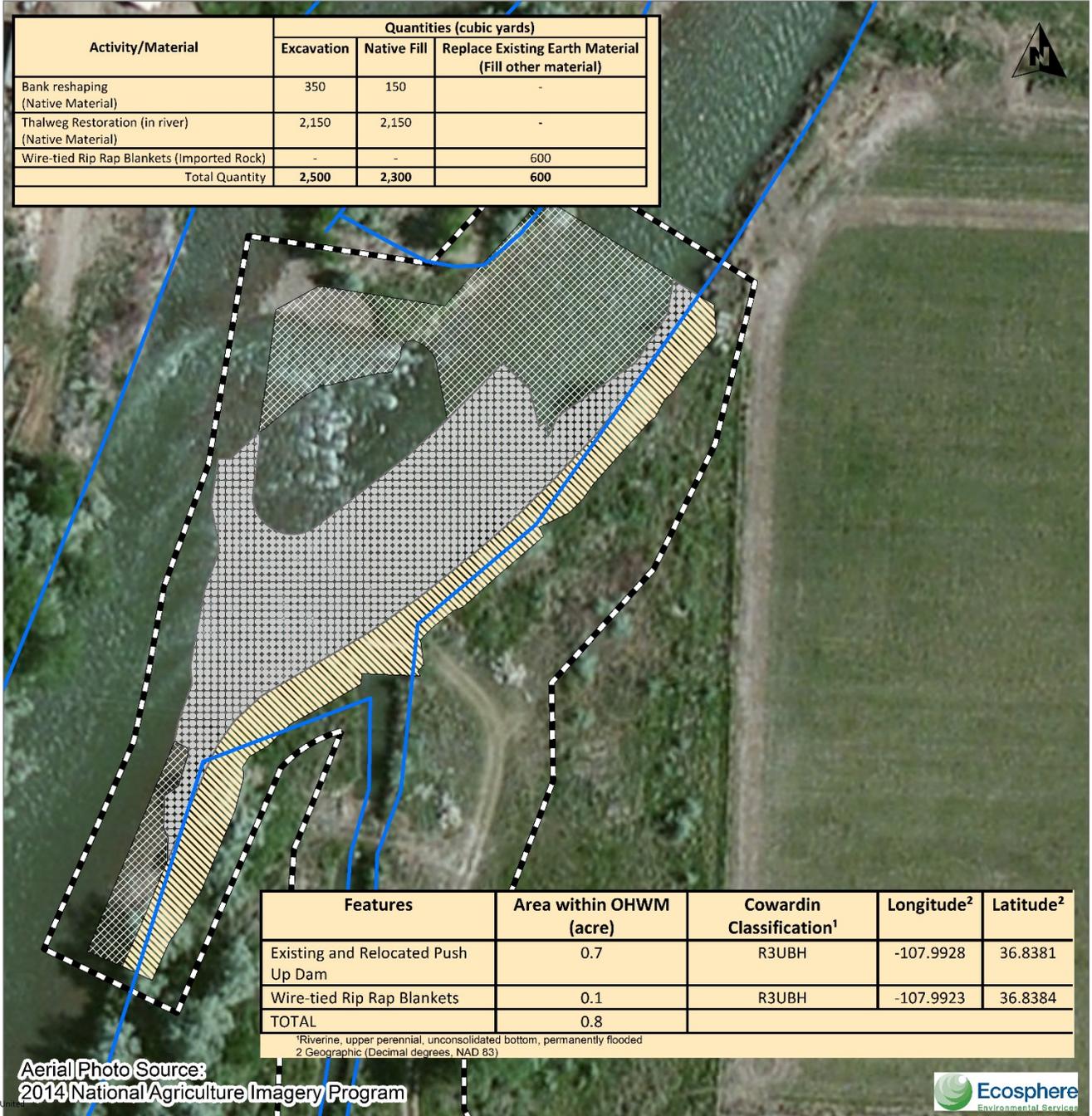


Figure 3. Project Area Map



ANIMAS RIVER DIVERSION

BID #2018-631

BID DATE: OCTOBER 18, 2017 3:00PM

TENTATIVE AWARD DATE: OCTOBER 24, 2017

RECOMMENDED AWARD: AJAC ENTERPRISES

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER ESTIMATE		AJAC ENTERPRISES		TRC CONSTRUCTION	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Clear and Grub work area	SY	4000	\$ 2.50	\$ 10,000.00	\$ 2.40	\$ 9,600.00	\$ 4.30	\$ 17,200.00
2	Construct and Maintain Cofferdam	LF	600	\$ 125.00	\$ 75,000.00	\$ 76.61	\$ 45,966.00	\$ 131.00	\$ 78,600.00
3	Dewatering	LS	1	\$ 27,000.00	\$ 27,000.00	\$ 19,413.00	\$ 19,413.00	\$ 17,500.00	\$ 17,500.00
4	Earthwork, finished grading per plans	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 38,385.00	\$ 38,385.00	\$ 41,195.00	\$ 41,195.00
5	Wire tied riprap (Gabian mattress), including rock and installation, complete in place	CY	380	\$ 325.00	\$ 123,500.00	\$ 325.05	\$ 123,519.00	\$ 270.00	\$ 102,600.00
6	SWPPP implementation & maintenance	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,980.00	\$ 2,980.00	\$ 11,250.00	\$ 11,250.00
7	Construction Mobilization / Debmobilization	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 12,102.00	\$ 12,102.00	\$ 8,055.00	\$ 8,055.00
8	Construction Staking by Contractor	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 17,302.00	\$ 17,302.00	\$ 13,600.00	\$ 13,600.00
ESTIMATE TOTAL				\$	278,500.00	BID:	\$ 269,267.00		\$ 290,000.00
Total Comparison including 5% NM State Preference									\$ 275,500.00
Total Comparison including 10% (Maximum) Resident Veteran Preference									

PROCUREMENT / PURCHASING (if applicable)

- None

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- Estimated final costs on the project
(construction, construction testing, construction management) \$3,775,000
- Available Grant Funds 350,000
- Loan Funds Required (\$5,050,000 available) \$3,425,000

- First payment on loan will be due 1 year from the date the funding is closed by NM Environment Department (NMED) estimated December 2018. Estimated annual payment \$230,214; 20 years, 3%, interest paid at full term \$1,179,276. Loan may be prepaid at any time during term. Closing documents and final loan agreement will be prepared by NMED and presented for commission approval (December 2017?).

SUPPORT DOCUMENTS: Bid 2016-549 Final Change Order

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Bid 2016-549 Final Change Order to Smithco Construction Inc reducing total contract amount to \$3,064,549.37 not including tax and extending contract time to 349 days for substantial completion and 40 days for final completion.

Wilson and Company
4900 Lane Ave
Albuquerque, NM 87109

Smith Co
6 King Canyon Loop
Caballo, NM 87931

City of Aztec
201 W Chaco St
Aztec, NM 87410

CHANGE ORDER No. 2
Sanitary Sewer Interceptor Improvements

AZ Contract No. 2016-549 2016-549
IMED Project No. CWSRF 21 CWSRF 21
Notice to Proceed Date: 8/8/2016

Attachments (List Documents Supporting Change):

CHANGE IN CONTRACT PRICE
Original Contract Price: <u>\$3,533,970.00</u>
Previous Change Order(s) No. 1 <u>(\$16,960.18)</u>
Contract Price with all approved Change Orders (No. 1) <u>\$3,517,009.82</u>
Net increase (decrease) of this Change Order No. 2 <u>(\$452,460.45)</u>
Contract Price with all approved Change Orders No. 1 and No.2 <u>\$3,064,549.37</u>

CHANGE IN CONTRACT TIMES		
Original Contract Time		Completion Date
Substantial Completion:	305	6/9/2017
Final Completion:	40	7/19/2017
	(days)	
Previous Change Order No. 1		
Substantial Completion:	27	7/6/2017
Final Completion:	27	8/15/2017
	(days)	
Contract Time (with Previous Change Order No.1)		
Substantial Completion:	332	7/6/2017
Final Completion:	40	8/15/2017
	(days)	
Net (increase) of this Change Order No. 2		
Substantial Completion:	17	7/23/2017
Final Completion:	17	9/1/2017
	(days)	
Contract Time with all approved Change Order(s) (No. 1 -No. 2)		
Substantial Completion:	349	7/23/2017
Final Completion:	40	9/1/2017
	(days)	

In accordance with the contract between the City of Aztec (Owner) and Smith Co (Contractor) dated June, 14 2016 this document constitutes a binding contractual modification and comprises the total compensation due to the Contractor for the work and contract time defined in this Change Order. Section below is made a part of this Change Order and incorporated as though set forth full.

The CONTRACTOR agrees that by signing any Change Order, the compensation established in the Change Order shall comprise the total complete compensation due to the CONTRACTOR for the Work and Contract Time defined in the Change Order. The CONTRACTOR agrees that the Change Order is in full accord and satisfaction of all disputed compensation amounts and Contract time including but not limited to compensation amounts and Contract Time for interruption of schedules, extended home or other office overhead, all other overhead, profit and delay and impact claims or ripple effect, attributable to those matters included within the Change Order, and that CONTRACTOR'S execution of the Change Order is a waiver of any reservation of claim for additional compensation, increase in Contract Price and Contract Time with respect to the Change Order.

RECOMENDED:

By: *Robert J. Garcia*
WILSON & CO ENGINEER
Name: Robert J. Garcia
Date: 10/12/2017

RECOMENDED:

By: *WATSON*
Name: WATSON
Date: 10/18/17

ACCEPTED:

By: *Brett Smith*
CONTRACTOR SMITH CO
Name: Brett Smith
Date: 10/17/17

APPROVED:

By: _____
AZTEC CITY ENGINEER
Name: _____
Date: _____

Staff Summary Report

MEETING DATE:	October 24, 2017
AGENDA ITEM:	VIII. CONSENT AGENDA (K)
AGENDA TITLE:	RFP 2018-625 Downtown MRA Master Plan
ACTION REQUESTED BY:	Community Development, Finance Department
ACTION REQUESTED:	RFP 2018-625 Award and Contract Approval
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

- Resolution 2015-964 (August 2015) designated the Aztec Downtown Metropolitan Redevelopment Area (MRA) and delineated the MRA boundaries (map included as support document).
- The City applied for and was granted funding through the New Mexico Finance Authority (NMFA) Local Government Planning Grant for the purpose of creating a Metropolitan Redevelopment Plan (December 2016).
- The Aztec Downtown MRA Plan will define the community's vision for the core commercial area and identifies priority catalytic projects to revitalize that area, determined through a dynamic community participation process. Also called a Downtown Revitalization Plan, a Metropolitan Redevelopment Area Plan examines existing conditions and assets, analysis of the core district economic market, develops a physical land use plan with livability/design guidelines, designs specific redevelopment sites and projects, and identifies sustainable implementation strategies and specific funding sources for each priority project for the downtown's future physical improvements, economic uses, and regulations. When adopted by the City Commission, the Master/MRA Plan becomes a living document that guides district revitalization and public and private sector investment for several years. The Aztec Downtown MRA Plan will utilize the Aztec Downtown Designation Report as adopted by the City in 2015 and the Aztec Comprehensive Plan.

PROCUREMENT / PURCHASING (if applicable)

- Request for Proposals (RFP) was published on the city website and advertised in the Daily Times on Sunday, August 13, 2017. One addendum was issued on the RFP. The proposal closing date was Thursday, September 7, 2017.
- Contract days for the draft master plan is six months as identified in the contract. The consultant has no control over the various entities (New Mexico MainStreet, NM Historic Preservation Division, NMDOT, and City Commission) which will be involved in the draft master plan review and is not considered within the six month period.

- Four proposals were received. An evaluation committee reviewed and scored the evaluations (summary of evaluation is included as support document). The committee requested interviews with Sites Southwest and Consensus Planning. After the interviews were completed, the committee selected Consensus Planning.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- FY18 Annual Adopted Budget, General Fund, includes \$54,000 specific for this master plan, \$50,000 is grant funding through NMFA and \$4,000 is local funds.

SUPPORT DOCUMENTS:

- Aztec Downtown Metropolitan Redevelopment Area Boundary
- RFP 2018-625 Evaluation Summary
- Planning Services Agreement (Final Agreement will be available Monday, 10/23/17)

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the award of RFP 2018-625 to Consensus Planning in the amount of \$50,000 plus tax and approve the Planning Services Agreement.

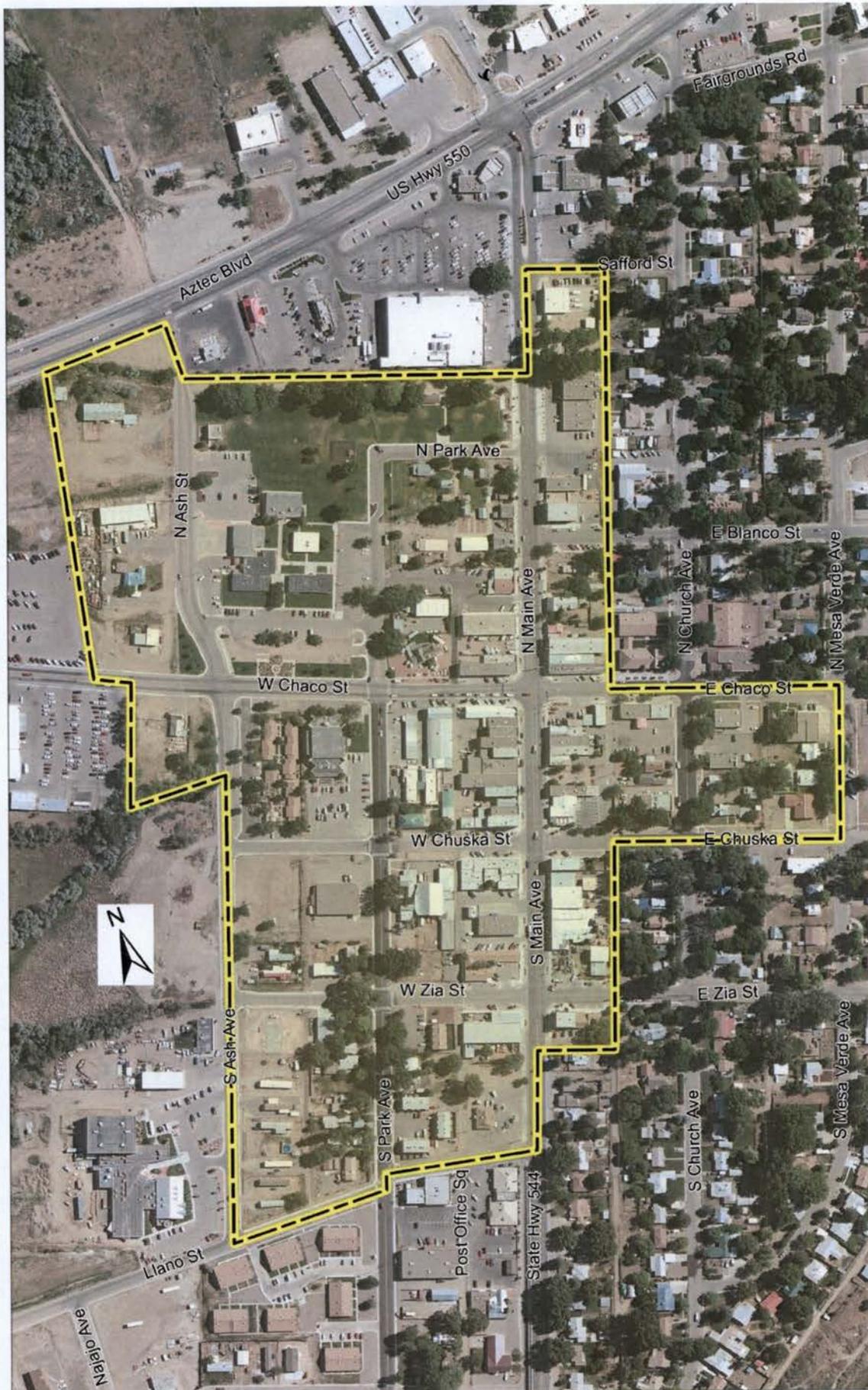


Exhibit B
Aztec MRA Boundary



**City of Aztec
RFP 2018-625
Downtown Metropolitan Redevelopment Area Master Plan
Scored Evaluation Tabulation**

Evaluation Criteria>

**Firm Qualifications
Max Points: 25**

**Planning Experience
Max Points: 20**

**Familiarity with Aztec
Max Points: 10**

**Work Plan
Max Points: 20**

Evaluator # >

	1	2	3	4
Architectural Research Consultants	18	20	16	25
Consensus Planning	22	20	19	20
Russell Planning & Engineering	15	20	20	25
Sites Southwest	25	20	18	20

	1	2	3	4
	10	15	13	15
	20	15	15	15
	10	15	18	15
	20	15	14	15

	1	2	3	4
	7	5	5	5
	7	10	5	5
	10	10	10	10
	9	5	5	5

	1	2	3	4
	15	15	11	20
	17	15	15	15
	10	15	15	15
	19	15	18	20

Evaluation Criteria>

**Project Management
Max Points: 10**

**Cost Proposal
Max Points: 15**

NM Preference

**Score Totals From Each
Evaluator**

**Proposal Evaluation
Score Average**

Evaluator # >

	1	2	3	3
Architectural Research Consultants	5	5	5	10
Consensus Planning	5	5	5	5
Russell Planning & Engineering	5	0	5	5
Sites Southwest	8	0	5	5

	1	2	3	3
	13.8	13.8	13.8	13.8
	13.8	13.8	13.8	13.8
	14.23	14.23	14.23	14.23
	15	15	15	15

	1	2	3	4
	5	5	5	5
	5	5	5	5
	0	0	0	0
	5	5	5	5

	1	2	3	4
	73.8	78.8	68.8	93.8
	89.8	83.8	77.8	78.8
	64.23	74.23	82.23	84.23
	101	75	80	85

Rank

78.80	3
82.55	2
76.23	4
85.25	1

Planning Services Agreement

This agreement is made and entered into on this _____ day of _____ 2017 by and between **CONSENSUS PLANNING, INC.**, 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 perform planning services on behalf of the City; and

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

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

1. **Scope of Services:**

The Contractor shall perform professional planning services to the City, as per contractor’s response to RFP 2018-625 Downtown MRA Master Plan, as hereafter stated: **Exhibit A Scope of Services**

2. **Compensation:**

In consideration for the services provided pursuant to Paragraph 1, the Contractor shall charge the City on a **net 30 days** basis and City shall pay only the following charges for services performed as stated: **Exhibit B Payment Schedule**.

3. **Term:**

This agreement shall be effective from the November 1, 2017 to April 30, 2018 unless sooner terminated.

4. **Termination:**

Termination for Cause: If, through any cause, the CONTRACTOR fails to fulfill in a timely and proper manner the Contractor’s obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, agreements, or stipulations of this Agreement, the CITY may order CONTRACTOR by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If the CONTRACTOR fails to correct the cause within five (5) working days of date of written notice, CITY shall have the right to immediately terminate this Agreement. The CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

Termination for Convenience: Notwithstanding the above, this Agreement may be terminated without cause by the City upon written notice delivered to the CONTRACTOR at least Thirty (30) **DAYS** prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

4. **Status of Contractor:**

The Contractor and his agents and employees are independent contractors performing professional services for the City and are not employees of the City of Aztec. The Contractor, and his agent and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Aztec as a result of this Agreement. Neither shall the City be liable to the Contractor nor its Agents, nor their estates for any injury to person or property incurred in the course of the performance of this Agreement unless such injury shall have directly and proximately resulted from grossly negligent or reckless conduct on the part of the City or its Agents acting within the scope of their employment and official duties.

5. **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 agreement 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 agreement.

6. **Assignment:**

Contractor shall not assign or transfer any interest in this agreement or assign any claims for money due under this agreement without the prior approval of the City.

7. **Subcontracting:**

Contractor shall not subcontract any portion of the services to be performed under this agreement without prior approval from the City.

8. **Records and Audit:**

The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City of Aztec Finance Department, Personnel Department and the New Mexico Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

9. **Appropriation:**

The terms of this Agreement are contingent upon sufficient monies being made available by the City of Aztec for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Aztec, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

10. **Release:**

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

11. **Confidentiality:**

Any information learned, given to, or developed by the contractor in the performance of this agreement 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.

12. **Conflict of Interest:**

The Contractor warrants that it currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having any such interest shall be employed by the Contractor. The Contractor warrants that it does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process.

13. **Amendment:**

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

14. **Scope of Agreement:**

This agreement 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. And no subsequent agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated by way of amendment as described in *AMENDMENT* paragraph above.

15. **Notice of Procurement Code:**

The Procurement Code of the City of Aztec imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

16. **Equal Opportunity Clause:**

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and 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, color, national origin, sex, sexual preference, age or handicap, 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 the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

17. Insurance:

Contractor shall provide certificate of insurance which includes statutory limits for worker's compensation, commercial liability including automotive/vehicle liability, and professional errors and omissions liability. Certificate evidencing the above shall be furnished to the City of Aztec with the City named as additional insured on the commercial liability policy.

18. Entire Agreement:

This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto.

19. Waiver of Contractual Right:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

20. Severability:

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

21. Notice:

All notices, requests, demands or other communications required or desired to be made or given hereunder or in connection herewith shall be in writing and shall be deemed to be duly given if delivered in person or mailed by certified or registered mail, postage prepaid, to the parties at the following addresses, or to such other addresses as may from time to time be designated by the parties by written notice in the manner herein provided:

City of Aztec:

Steve Mueller
Acting City Manager
City of Aztec
201 W Chaco

Aztec, New Mexico 87410

Project Contact for the City: Steven Saavedra
Community Development Director
201 W Chaco
Aztec, New Mexico 87410

Contractor: Jacqueline Fishman
Consensus Planning, Inc.
302 Eighth Street NW
Albuquerque, NM 87102

This agreement 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 agreement as of the _____ day of _____ 2017.

CONTRACTOR:

Company Name: Consensus Planning, Inc.

Signed By:  _____ Date: October 20, 2017

Printed Name: Jacqueline Fishman Title: Principal/Owner

CITY OF AZTEC, NEW MEXICO

By: _____ Date: _____
Mayor Sally Burbridge

Attest: _____ Date: _____
Karla Saylor, City Clerk

Approved as To Form: _____ Date: _____
Larry T. Thrower, City Attorney

EXHIBIT A – RFP 2018-625 AZTEC MRA WORK PLAN

Consensus Planning has developed a thorough understanding of how to develop a Metropolitan Redevelopment Area Plan that reflects the goals and aspirations of the community gleaned from an interactive public engagement process. Generally, the MRA Plan will be designed to address:

- Conservation, improvement, and expansion of commercial building stock;
- Elimination of detrimental public health and welfare conditions;
- Expansion of commercial activity;
- Improvement and expansion of available housing; and
- Improvement of economic conditions through coordinated public and private investments.

Our proposed Project Approach, which follows the requirements of New Mexico MainStreet and the RFP, is described below:

TASK A: EXISTING CONDITIONS/ASSET INVENTORY

Consensus Planning will develop a series of maps that inventory and illustrate existing conditions along with descriptive narrative. We will inventory existing conditions, including existing land use, zoning, public land ownership, transportation networks and traffic volumes within the district boundary and related neighborhoods. During our first trip to Aztec, we will perform a windshield survey of existing land uses and color code each parcel accordingly. We will work with the City and/or the County Assessor's Office to provide information on land ownership. Planning documents, such as the Aztec Comprehensive Plan and the 2015 MRA Designation Report, will be reviewed and summarized as part of the asset inventory and planning context. The asset inventory will also include a summary of existing infrastructure (sidewalks, ramps, and street conditions, drainage, and utility capacity) as determined by SMA in coordination with City Public Works staff; summary of the significant cultural and historic features and structures through our research and coordination with NMHPD; potential opportunity sites for redevelopment; major regional attractions; and a brief overview of the history and settlement of Aztec and historical/cultural events.

TASK B: MARKET ANALYSIS

Consensus Planning will complete a Market Analysis that includes:

- Overview of existing downtown, municipal, and regional commercial and housing market conditions through interviews with local realtors and research on MLS.
- Demographics research and analysis of the City and regional markets including skill base, education, and disposable income: Consensus Planning will utilize data from the US Census Bureau and the American Community Survey, UNM BBER, NM Workforce Solutions, etc. We will also reach out to the Aztec Chamber of

Commerce for any insights they may have on the current business climate in Downtown Aztec.

- Summary of the recent history of downtown services and retail, including the types of existing businesses, numbers in each area, turnover rates: Consensus Planning will develop a business owner survey to be distributed to the businesses in the Downtown area. This could also be made available on Survey Monkey.
- Identification of competitive related markets and nodes in the same segments: Consensus Planning will perform a Retail Opportunity Gap Analysis that identifies demand and supply within the Downtown area as well as Aztec as a whole to determine where the gaps are in the business mix.
- Discussion of the trends driving the current market: Consensus Planning will provide narrative on the specific market trends in northwestern New Mexico and the Four Corners region.
- Summary of regional influences impacting the district: Consensus Planning will identify regional tourism opportunities and eco-tourism, oil and gas market in San Juan County, etc.
- Identification of potential opportunities in repositioning the downtown market including underserved markets: Consensus Planning will provide narrative on how to capitalize on existing opportunities and resources available to Downtown Aztec.
- Assessment of the gaps that could be filled by new businesses and what types of skills residents may have to contribute: Consensus Planning will utilize the Retail Opportunity Gap Analysis, business owner survey, and look at the programs offered at San Juan College that would support skills building, such as accounting, business administration, and building trades.
- Prepare questions and conduct interviews with local commercial and residential realtors to identify under-supplied residential and business types: Consensus Planning will create a series of questions to ask real estate professionals their input on the local residential and commercial markets.
- Determine the types of housing projects that best meet the market needs for the area: Based on our interviews with real estate professionals, and our direct experience in assisting the private sector development community, Consensus Planning will identify appropriate areas for mixed use, multi-family, and/or single family residential projects.
- Assessment of the feasibility for uses such as retail, office, housing, hotel and cultural uses: Consensus Planning will determine the feasibility and potential for expanding or introducing new uses to Downtown Aztec. Providing a mix of uses

that complement, but not overwhelm or conflict, will enhance the sustainability of the Downtown area.

- Economic positioning of downtown in relation to the development of the entire community, including business recruitment and retention: Consensus Planning will evaluate all of the data, survey results, and interviews with business owners, Chamber of Commerce, and City staff to come up with key recommendations.
- A discussion of tourism, including heritage tourism, and the potential for positioning the district as the state's next Arts and Cultural District: Consensus Planning will review and summarize the wide range of regional and local tourism attractions, including the resources needed to become an Arts and Cultural District. This will include discussions with Community Development staff, City Manager, elected officials, and members of the local art community to explain the resources available to the community that comes with this designation and to determine their respective interest.

TASK C: DISTRICT VISION & MASTER PLAN

As determined through the community participation process and research and analysis, Consensus Planning will present a vision for the MRA district that reflects its historical context and presents opportunities and assets to serve as an aspiration to fulfill the community's future. This process will result in the preparation of a MRA Plan pursuant to the New Mexico Redevelopment Code statutes. Consensus Planning's approach to each of the specific elements called out in the RFP are as follows:

- Articulates the community's vision and goals for Downtown Aztec: Consensus Planning will facilitate a visioning session with the MRA Stakeholder Group, City staff, and other participants during the two-day charrette to determine the vision and goals for moving Downtown Aztec forward.
- Identifies future land uses and revitalization projects to create a sustainable downtown that responds to the MainStreet 4 Point Approach® - Design, Organization, Promotion, and Economic Vitality: Consensus Planning will produce a Preferred Redevelopment Scenario, both in graphic format and narrative, that illustrates and describes the community's vision through desired land uses, catalytic projects, wayfinding, street and sidewalk improvements, public art locations, etc.
- Integrates the preservation of existing historic buildings and cultural properties into the planning and design of projects and identifies the potential for new nominations of historic buildings, cultural properties, state and/or national historic registered districts: Consensus Planning will research the numerous properties and buildings, as well as the Aztec Main Street Historic District, listed on the State and/or

National registers. We will contact the Aztec Museum staff for information and coordinate with Karla McWilliams from the NM Historic Preservation Division in regard to any additional or potential buildings and structures within the MRA District. Our recommendations will acknowledge and be respectful of these important community resources.

- Evaluates transportation/transit, traffic, and pedestrian issues related to the proposed improvements in the area to create a walkable, pedestrian-friendly environment through pedestrian enhancements and traffic calming measures: Consensus Planning and SMA will provide recommendations to improve the walkability of the MRA District, including but not limited to, sidewalk improvements, curb extensions, lighting, and landscape. SMA will contact and coordinate with the NMDOT District 5 Engineer (Paul Brasher, PE) and the NMDOT Planning/Context Sensitive Solutions (CSS) staff, as needed.
- Determines vacant, underutilized, and/or available land and buildings that could be redeveloped and recommends adaptive reuses of existing buildings or new development on vacant land: Consensus Planning will create a Preferred Redevelopment Scenario that illustrates preferred land uses for available land and buildings. We will also create site layout concepts and identify preferred land uses for any vacant parcels.
- Reviews and recommends changes to the City Zoning Code (Chapter 26 of the City of Aztec Land Use Code) that will provide incentives and foster implementation of the MRA Plan: Consensus Planning will provide recommendations to site development standards, permissive uses, and the development process that will encourage appropriate development and redevelopment within the MRA District. We may also recommend zone changes to property that is currently undeveloped and/or determined to be in conflict with the goals of the MRA District. We will coordinate directly with Steven Saavedra and his team in the Community Development Department on these recommendations.
- Identifies priority catalytic projects that will stimulate revitalization efforts and attract private sector reinvestment: Consensus Planning will identify projects that will help increase the City's job creation, economic redevelopment, livability, walkability, placemaking, and serve to support and enhance its authentic and unique sense of place.
- Develops a Downtown Liveability/Design Guidelines that builds upon character defining elements: Consensus Planning will document, through photographs and narrative, those elements that are uniquely Aztec and recommend methods that will enhance their placemaking aspects. This will include existing architectural

styles, materials, and colors; building heights, massing, and setbacks; signage; lighting; public outdoor spaces and plazas; etc.

TASK D: IMPLEMENTATION STRATEGIES/PRIORITIES

Consensus Planning will develop an implementation plan that consists of revitalization projects and strategies that are identified by priority and phasing. This will include catalytic redevelopment projects (generally, public/private partnerships), public sector investment priorities (typically includes infrastructure and transportation improvements), and support actions (typically completed by City staff and/or volunteers). Consensus Planning will work with the Stakeholder Group and general community members to prioritize the projects and identify specific funding sources and mechanisms. Larger projects will likely require phased improvements and several different funding sources. Consensus Planning, through our work with property owners and developers, has a good understanding of private development requirements and the economics associated with these projects. The use of public/private partnerships is critical to the success of any MRA plan and Consensus Planning understands how to make this work.

TASK E: FUNDING SOURCES & IMPLEMENTATION

As part of the Implementation section, Consensus Planning will identify project financing mechanisms and funding sources applicable to the MRA district and community to implement the MRA Plan. Project financing mechanisms will include public/private partnerships; planning tools and federal and state tax incentives; self-assessment tax strategies; municipal bonds and capital outlay funds; and private foundations. The narrative will be based on an evaluation of the municipality's financial capacity and the best financial tool(s) to accomplish catalytic projects within the MRA district. The funding sources section will also include a list of City budget and taxation authority mechanisms (e.g. BID, General Obligation Bonds, ICIP, LOGRT, lodgers' tax, etc.). This section of the MRA Plan will identify community partnerships and responsible entities, a timeline, and priority for each of the recommended capital projects and actions.

TASK F: COMMUNITY PARTICIPATION PROCESS

Consensus Planning will design and lead an intensive community process that will include, but not be limited to, the following steps:

- Organize, prepare for, and conduct regular meetings with the MRA Stakeholder Group established by the City: Consensus Planning recommends that the Stakeholder Group be established upfront and be comprised of Downtown business owners, Chamber of Commerce, real estate professionals, City staff, and other interested individuals. We will provide agendas, meeting notes, and follow-up action items for each of our meetings with the MRA Stakeholder Group.
- Conduct and facilitate a two-day public workshop to solicit and record the community's input on ideas for revitalization projects and programs to include in

the MRA Plan: Consensus Planning will organize a walking tour with the MRA Stakeholder Group to get on the ground feedback on what they think is needed to revitalize the area, conduct a visioning session, and work sessions throughout the two days. We will generate a vision statement, sketches, maps, and SWOT analysis as a result of the workshop. We will also have the business owner and general public surveys available for any participants or visitors to the workshop.

- Prepare and present a draft MRA Plan to the Stakeholder Group, participants from the two-day public workshop, and the City. Consensus Planning will provide a digital version of the draft MRA Plan for review and comment prior to the presentation. We will also solicit comments on the draft MRA Plan from NM MainStreet, NM Historic Preservation Division, and NMDOT staff prior to adoption by the City Commission.
- Present the final Plan to the MRA Stakeholder Group, participants from the public workshop, and the City Commission.

DELIVERABLES

- Consensus Planning will revise the final MRA Plan based on the review and comments by the City and NM MainStreet. We will create a Resolution for the City Commission to use in adopting the MRA Plan.
- Consensus Planning will deliver 15 final color hardcopies of the MRA Plan to the City and two copies to NM MainStreet, with digital text and map files in InDesign and ESRI ArcView formats.

EXHIBIT B – RFP 2018-625 AZTEC MRA GENERAL PROJECT BENCHMARKS

The following “phases” generally describe the activities and project benchmarks that will occur during the six-month project time frame. This schedule takes the Aztec Downtown MRA Master Plan through submittal to New Mexico MainStreet and City of Aztec. The time for review and adoption of the MRA Master Plan will extend past the six-month project time frame, since the review and approval is beyond the control of Consensus Planning. Once the comments have been received, Consensus Planning will modify the MRA Master Plan and will provide the final document to the City of Aztec within two weeks of receiving the comments.

Phase 1: Project Kick-off, Research, and Community Workshop (charrette) – 2 months

Phase 2: Draft MRA Plan – 3 months

- Existing Conditions/Asset Inventory
- Market Analysis
- District Vision and Master Plan
- Implementation Strategies/Priorities
- Funding Sources and Implementation

Phase 3: Presentation of Draft Plan – 2 weeks

Phase 4: Revision of Draft Plan and Submittal – 2 weeks

Final Document: Within two weeks of receiving comments from New Mexico MainStreet and the City of Aztec.

Staff Summary Report

MEETING DATE:	October 24, 2017
AGENDA ITEM:	VIII. CONSENT AGENDA (L)
AGENDA TITLE:	RFP 2018-624 General Airport Engineering Services Award and Master Agreement

ACTION REQUESTED BY:	Finance Department
ACTION REQUESTED:	Approval of RFP 2018-624 General Airport Engineering Services Award and Master Agreement
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The City is the recipient of federal funding in the amount \$150,000 annually for the Aztec Municipal Airport. The funding may accumulate for a maximum of four years. The NM Aviation Division provides 5% matching funds on the federally funded projects and may provide funding for other projects which may not be eligible for federal funds. A local match is required on funding provided through NM Aviation Division.
- A requirement of the federal funding is that the RFP document identifies the projects for which the consultant may be retained. Federal funding may not be used for a consultant on projects which were not included in the RFP. The consultant selected to provide services will have a master contract with task orders negotiated for the specific projects. Fees for consulting services require an independent evaluation to be considered for federal funding. If the independent evaluation is not submitted, services may not be eligible for federal reimbursement. The state does not have this requirement.
- Projects identified in the RFP included:
 - Airport Action Plan Updates;
 - Airport Layout Plan Updates;
 - Capital Improvement Plan (CIP) Updates;
 - DBE Program Updates;
 - Electrical, Lighting and Signage upgrades and expansions;
 - Storm water management plan updates and revisions;
 - Land Acquisition including environmental assessments, appraisals and purchase;
 - South Aircraft Parking Apron Reconstruction, Design; and Construct
 - Runway 8-26 Lighting and Visual Aids, Design and Construct;
 - Runway 8-26 Pavement Maintenance, Design and Construct;
 - Crosswind Runway, Design and Construct;
 - Wildlife Hazard Assessment;
 - Wildlife, security and perimeter fencing, Design and Construct
 - T Hanger Site Development, Design and Construct;
 - Airport Hanger Development, Design and Construct;
 - Automated weather observation system, Design and Construct

Airport Equipment (specification development)
Planning and consulting services
Other projects that may be approved over the 4 year period of this contract for services

PROCUREMENT / PURCHASING (if applicable)

- Request for Proposals (RFP) was published on the city website and advertised in the Daily Times on Sunday, August 13, 2017. One addendum was issued on the RFP. The proposal closing date was Tuesday, September 12, 2017.
- Two proposals were received. An evaluation committee reviewed and scored the evaluations (summary of evaluation is included as support document). The committee selected Bohannon Huston, Albuquerque, NM.
- There is no dollar amount associated with this agreement. The contract only secures the engineering firm as the selected firm to perform the professional services as funding is secured. Task orders will be submitted for Commission approval for each project for which Bohannon Huston would provide engineering/consulting services.
- Due to FAA requirements, the master agreement may require amendment during the four year term to reflect current federal requirements.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- None

SUPPORT DOCUMENTS: RFP 2018-624 Evaluation Tabulation
Master Agreement with Rate Sheet (to be provided prior to
October 24, 2017 meeting)

DEPARTMENT'S RECOMMENDED MOTION: Approve award of RFP 2018-624 General Airport Engineering Services to Bohannon Huston and approve Master Agreement between Bohannon Huston and the City of Aztec.



**City of Aztec
RFP 2018-624
General Airport Engineering Services
Scored Evaluation Tabulation**

Evaluation Criteria >

**Familiarity with FAA &
NMDOT procedures
Max Points: 20**

**Specialized Design &
Technical Competence
Max Points: 20**

**Capability & Capacity to
Perform
Max Points: 20**

**Understanding of Rural
Airport & Sponsor Issues
Max Points: 5**

Evaluator # >

	1	2	3
Armstrong	20	17	13
Bohannan Huston	20	17	17

	1	2	3
Armstrong	12	18	15
Bohannan Huston	20	16	18

	1	2	3
Armstrong	15	15	17
Bohannan Huston	18	18	18

	1	2	3
Armstrong	5	5	5
Bohannan Huston	5	5	5

Evaluation Criteria >

**Familiarity with Area
Max Points: 5**

**Qualifications Key Personnel
Max Points: 15**

**Qualifications Sub
Consultants
Max Points: 7**

**Completeness & Originality
of Proposal
Max Points: 5**

Evaluator # >

	1	2	3
Armstrong	5	4	4
Bohannan Huston	5	3	5

	1	2	3
Armstrong	10	15	12
Bohannan Huston	12	15	12

	1	2	3
Armstrong	7	5	6
Bohannan Huston	8	7	7

	1	2	3
Armstrong	5	3	4
Bohannan Huston	5	4	4

**Qualifications Key Personnel
Max Points: 15**

**Proposal Evaluation
Score Average**

Rank

Armstrong
Bohannan Huston

	1	2	3
Armstrong	79	82	76
Bohannan Huston	93	85	86

79.00	2
88.00	1

Staff Summary Report

MEETING DATE:	October 24, 2017
AGENDA ITEM:	VIII. CONSENT AGENDA (M)
AGENDA TITLE:	Appointment of Commissioner Sheri Rogers to San Juan Water Commission Board

ACTION REQUESTED BY:	Commission
ACTION REQUESTED:	Appointment of Commissioner Sheri Rogers to San Juan Water Commission Board
SUMMARY BY:	Karla Sayler, City Clerk

PROJECT DESCRIPTION / FACTS

- During this meeting the Commission will Appoint Commissioner Sheri Roger to the Water Commission Board to replace City Manager Joshua Ray

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: None

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve to Appoint Commission Sheri Rogers to San Juan Water Commission Board to Replace City Manager Joshua Ray

Staff Summary Report

MEETING DATE: October 24, 2017
AGENDA ITEM: XIII. Business Item (A)
AGENDA TITLE: Final Adoption of Ordinance 2017-467 Amending Chapter 5, Article VI, Section 433 Animal Defecation; Cleanup

ACTION REQUESTED BY: Community Development
ACTION REQUESTED: Approve Final Adoption of Ordinance 2017-467
SUMMARY BY: Steven Saavedra

PROJECT DESCRIPTION / FACTS

The City of Aztec is seeking to clarify Chapter 5, Section 433 of the Animal Defecation; Cleanup ordinance. Pursuant to Sec 5-433

“It is unlawful for the owner of an animal to permit, either willfully or through failure to exercise due care or control, the animal to defecate upon public property or upon any private property other than the property of the owner of the animal without thoroughly removing and disposing of the feces”. (Ord. 2007-344, eff.. 2007-Apr-03).

The City of Aztec introduces an amendment to Chapter 5, Section 433 adding:

A person owning or having care, custody or control over a pet such as a dog or cat shall frequently clean and dispose of the waste from the animal in a watertight and fly tight receptacle, which shall be emptied daily and in such a manner so as to prevent a nuisance, noxious smells, or other health hazards. The intent of this amendment is to elucidate maintenance standards for animals on property owned or leased in the City.

SUPPORT DOCUMENTS: Ordinance 2017-467

DEPARTMENT’S RECOMMENDED MOTION: Move to Approve Final Adoption of Ordinance 2017-467 Amending Chapter 5, Article VI, Section 433 Animal Defecation; Cleanup

City of Aztec
ORDINANCE 2017-467
An Ordinance to Amend Chapter 5, Article VI, Section 433
Animal Defecation; Cleanup

WHEREAS, the City of Aztec establishing restrictions and standards to maintain animal welfare in the City.

WHEREAS, the Aztec City Commission desires to clarify section 5-433 in its entirety;

NOW THEREFORE BE IT ORDAINED by the Governing Body of the City of Aztec, New Mexico that Chapter 5, Article VI, Section 433 be amended as follows:

Sec. 5-433 Reserved.

Sec. 5-433. Animal Defecation; Cleanup. It is unlawful for the owner of an animal to permit, either willfully or through failure to exercise due care or control, the animal to defecate upon public property or upon any private property other than the property of the owner of the animal without thoroughly removing and disposing of the feces.
(Ord. 2007-344, eff.. 2007-Apr-03)

A person owning or having care, custody, or control over a pet such as a dog or cat shall frequently clean and dispose of the waste from the animal in a watertight and fly tight receptacle, which shall be emptied daily and in such a manner so as to prevent a nuisance, noxious smells, or other health hazards.

PASSED, APPROVED, SIGNED AND ADOPTED this ____ day of _____ 2017.

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

Mayor Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

APPROVE AS TO FORM:

Larry Thrower, City Attorney

ADVERTISED DATE OF FINAL ADOPTION: _____

EFFECTIVE DATE OF ORDINANCE: _____

Staff Summary Report

DRAFT – DEPENDENT ON EVALUATIONS AND NEXT STEP OF PROCURMENT

MEETING DATE: October 24, 2017
AGENDA ITEM: XIII. BUSINESS ITEM (B)
AGENDA TITLE: RFP 2018-630 Interim City Manager Recruitment Services

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: RFP 2018-630 Award and Contract Approval
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- Due to City Manager Joshua Ray resignation in September 2017 and municipal elections in spring 2018, the City Commission has decided to fill the city manager position on an interim basis and allow the new commission to make the decision on the recruitment and selection of the permanent city manager.
- The City Commission directed that the preferred method for recruitment of an interim city manager would be to retain the services of a consultant.

PROCUREMENT / PURCHASING (if applicable)

- Request for Proposals (RFP) was published on the city website and advertised in the Daily Times on Sunday, October 1, 2017. One addendum was issued on the RFP. The proposal closing date was Monday, October 16, 2017.
- Three proposals were received. The evaluation committee reviewed and scored the evaluations (summary of evaluation is included as support document).
- Next step in procurement to be determined

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- FY18 Annual Adopted Budget, General Fund, will utilize contingency funds for the recruitment services for both the interim and permanent city manager.

SUPPORT DOCUMENTS: RFP 2018-630 Evaluation Summary (to be completed by Monday, 10/23/17)
Recruitment Services Agreement to be provided by Tuesday, 10/24/17

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the award of RFP 2018-630 to _____ in the amount of \$_____ plus tax and approve the Recruitment Services Agreement.
