

A G E N D A
CITY OF AZTEC
CITY COMMISSION WORKSHOP
January 23, 2018
201 W. Chaco, City Hall
5:00 p.m.

5:30-6:00 p.m.

Clean Water State Revolving Fund 21 Sewer Outfall Line Loan

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.

Staff Summary Report

MEETING DATE: January 23, 2018
AGENDA ITEM: WORKSHOP
AGENDA TITLE: CWSRF 21 Sewer Outfall Line Loan

ACTION REQUESTED BY:
ACTION REQUESTED: No action; discussion
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

Sewer Project Loan Proceeds: \$3,324,802.49
Grant Subsidy Proceeds: \$ 350,000.00

Current Loan Terms: 20 years
Interest Rate: 3%
Interest Over Life of Loan: \$1,144,776.55 (includes administrative fee)
Annual Payment: \$ 223,478.95 (first payment due 1/8/2019)
Debt Service Reserve: \$ 223,478.95 (equal to one annual payment)
R&R Reserve: \$ 166,240.12 (5% of loan proceeds)
Prepayment Restrictions: None

NMED has advised the City has an opportunity to amend terms of loan. EPA is offering interest rate of 1.2%. Refinancing fee is 2% of loan proceeds or \$66,496.05 and is payable within two weeks of the execution of the closing documents. City could also extend the term of the loan from 20 to 30 years. Direction needs to be provided to NMED by January 31, 2018. City will have the ability to prepay loan at any time during the term of the loan.

Loan Terms: 20 years
Interest Rate: 1.2%
Interest Over Life of Loan: \$ 434,734.48 (includes administrative fee)
Annual Payment: \$ 187,976.85 (first payment due 1/8/2019)
Debt Service Reserve: \$ 187,976.85 (amount currently in reserve: \$191,156)
R&R Reserve: \$ 166,240.12 (amount currently in reserve: \$192,000)
Prepayment Restrictions: None

Loan Terms: 30 years
Interest Rate: 1.2%
Interest Over Life of Loan: \$ 653,991.78 (includes administrative fee)
Annual Payment: \$ 132,626.48 (first payment due 1/8/2019)
Debt Service Reserve: \$ 132,626.48 (amount currently in reserve: \$191,156)
R&R Reserve: \$ 166,240.12 (amount currently in reserve: \$192,000)
Prepayment Restrictions: \$ None

Current Interest Rate on Investments through NM Local Government Investment Pool (LGIP): 1.24%

Payment of Loan in full (use of Joint Utility Reserves)

FY22 is the projected year for the completion of the electric substation project, estimate \$8,000,000. Rate model currently uses reserves to pay for project ending FY22 with \$1.5m in cash balances.

Wastewater Utility would repay the reserves through utility rates; using the annual payment on the 20 year loan @ 1.2%

Amount repaid by end of FY22:	\$ 751,907
Debt Service Reserve release:	\$ 187,976
R&R Reserve release:	\$ 166,240
Total	\$1,106,123

Using rate model, projection for joint utility cash balances at the end of FY22 if loan paid in full in FY18, results in a negative cash balance (approx \$1m) and would require financing for the electric project.

Utility Rate Impact of Refinance Option

Based on information provided for utility rate increases last summer, wastewater utility was projected to require continuing rate increases. For FY19, approximately a 20% increase (\$9/mo/customer) for debt only was projected which does not include operations. Based on preliminary rate model with the refinanced debt, 20% would include debt and operations. These are very preliminary estimates – rate model will be updated in the next few weeks with actual FY18 amounts as well as FY19, FY20, and FY21 reviewed based on budget submittals.

Commission Action

It is expected final loan documents will be presented for commission action on February 13, 2018. Commission action would be to approve and execute the documents or to pay off the debt. If pay off of debt is the direction, interest would be accrued on the loan from the closing date of 1/8/2018 to the pay off date at 3% based on the interim loan agreement in place (est \$16k).

A G E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
January 23, 2018
201 W. Chaco, City Hall
6:00 p.m.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. NEW MEXICO PLEDGE

I Salute The Flag Of The State Of New Mexico And The Zia Symbol Of Perfect Friendship Among United Culture's.

V. ROLL CALL

VI. AGENDA APPROVAL

VII. PRESENTATION

Aztec Museum Report Activities Report 2017/Plans 2018

VIII. PROCLAMATION

City of Aztec School Choice Week January 21-27, 2018

IX. CITIZEN RECOGNITION

X. EMPLOYEE RECOGNITION

XI. CONSENT AGENDA

- A. Commission Meeting Minutes January 9, 2018
- B. Resolution 2018-1073 Concerning the Governing Body Meetings and Public Notice Requirements
- C. Precinct Board Appointment
- D. San Juan College Hiring Service Agreement For Encore Classes
- E. Animal Care & Control Document Destruction
- F. FY18 Youth Conservation Corps Service Agreement

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

XII. ITEMS FROM CONSENT AGENDA

XIII. CITIZENS INPUT (3 Minutes Maximum)

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

XIV. BUSINESS ITEMS

- A. Intent to Adopt Ordinance 20-468 Amending Chapter 26, Sections 2-56, 2-66, and 2-76 Eliminating Certain Conditional Use Requirements For Offices In The O-1 District and Personal Services In The C-1 And C-2 District.
- B. Bid 2018-631 Animas River Diversion Project Change Order 1
- C. Bid 2018-631 Animas River Diversion Project Change Order 2

XV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XIV. DEPARTMENT REPORTS

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

XVII. ADJOURNMENT

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1 CITY OF AZTEC
2 COMMISSION MEETING MINUTES
3 January 9, 2018
4

5 **I. CALL TO ORDER**

6 Mayor Sally Burbridge called the Meeting to order at 6:02 pm at the Aztec City
7 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.
8

9 **II. INVOCATION**

10 The Invocation was led by Commissioner Austin Randall
11
12

13 **III. PLEDGE OF ALLEGIANCE**

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

17 **IV. ROLL CALL**

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

23
24 Members Absent: None
25

26 Others Present: Interim City Manager Steve Mueller; City Attorney
27 Larry Thrower; City Clerk Karla Saylor; Project
28 Manager Ed Kotyk (see attendance sheet)
29

30 **V. AGENDA APPROVAL**

31
32 MOVED by Commissioner Randall, SECONDED by Commissioner McClure to
33 Approve the Agenda as Presented
34

35 All Voted Aye; Motion Passed Five to Zero
36

37 **VI. CITIZEN RECOGNITION**

38 None
39
40

41 **VII. EMPLOYEE RECOGNITION**

42
43 Steve recognized and expressed appreciation to the City of Aztec employees for
44 all they do. Commissioner McClure recognized Alexis Doucet-Koonce Utility Clerk for
45 her service and Animal Shelter Director Tina Roper for her service at the Shelter.
46

47 **VIII. CONSENT AGENDA**

48
49 MOVED by Commissioner Randall, SECONDED by Mayor Pro-Tem Sipe to
50 Approve the Consent Agenda

- 51
52 A. Commission Meeting Minutes November 28, 2017
53 B. Commission Special Workshop Meeting Minutes December 4, 2017
54 C. Commission Meeting Minutes December 12, 2017
55 D. Resolution 2018-1072 Surplus

56
57 All Voted Aye: Motion Passed Five to Zero

58
59
60 **IX. ITEMS FROM CONSENT AGENDA**

61
62 None

63
64 **X. CITIZENS INPUT**

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66 None

67
68 **XI. BUSINESS ITEM**

69
70 None

71
72 **XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

73
74
75 Steve mentioned that he attended the San Juan Water Commission Meeting
76 and Airport Meeting.

77
78 Mayor Burbridge will attend a 4CED Foundation meeting tomorrow morning. On
79 Thursday January 11 there will be a lunch meeting webinar on broadband funding put
80 on by 4CED and San Juan College from 12:30 to 2:00 and will be about drawing down
81 community reinvestment funding through financial institutions to help get broadband out
82 into the communities. On January 18-19 4CED will have a strategic planning retreat at
83 the School of Energy. The Mayor mentioned that on February 2 will be Municipal Day in
84 Santa Fe.

85
86 Mayor Pro-Tem Sipe mentioned that she attended the EDAB meeting and the
87 discussion was on the plans for the HUB and mentioned that they are scheduling a
88 workshop for the next meeting on the renovations and the RFQ's. She mentioned that
89 she has a NWNMS meeting in the morning at City Hall on funding.

90

91 Commissioner Rogers mentioned that the Airport meeting was active and that the
92 members are excited about it being successful.

93

94 Commissioner Randall mentioned that he will attend a Lodger's Tax meeting on
95 Monday, January 15. Commissioner Randall wished everyone a Happy New Year.

96

97 Larry introduced his grandson Merckx Thrower who is a student at San Juan
98 College.

99 **XIV. DEPARTMENT REPORTS**

100

101 Community Development Director Steven Saavedra mentioned that there will be
102 a 2 day workshop with Consensus Planning on the Downtown Metropolitan
103 Redevelopment Plan. The dates and venue are to be announced. There will also be a
104 public presentation from 6:00pm-8:00pm.

105

106 **XV. ADJOURMENT**

107

108 Moved by Mayor Burbridge, **SECONDED** by Mayor Pro-Tem Sipe to adjourn the
109 meeting at 6:20 p.m.

110

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116

Mayor, Sally Burbridge

117 ATTEST:

118

119 _____
Karla Sayler, City Clerk

120

121

122 MINUTES PREPARED BY

123

124

125 _____
Karla Sayler, City Clerk

Staff Summary Report

MEETING DATE:	January 23, 2018
AGENDA ITEM:	XI. CONSENT AGENDA (B)
AGENDA TITLE:	Resolution 2018-1073 Concerning the Governing Body Meetings and Public Notice Requirements

ACTION REQUESTED BY:	Karla Sayler, City Clerk
ACTION REQUESTED:	Approve Resolution 2018-1073
SUMMARY BY:	Karla Sayler

PROJECT DESCRIPTION / FACTS

- The Governing Body of each municipality is required to determine, at least annually, in a public meeting, reasonable notice provisions for public meetings of the public body. This is done by resolution.
- Once approved, the Resolution will be advertised in its entirety in the legal section of the Talon News Paper (state law).
- If there are any future legislative changes regarding public meetings we will need to amend the resolution.

SUPPORT DOCUMENTS:	Resolution 2018-1073
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DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve Resolution 2018-1073 Concerning the Governing Body Meetings and Public Notice Requirements
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CITY OF AZTEC

RESOLUTION 2018-1073

**A Resolution Concerning the Governing
Body Meetings and Public Notice Required**

WHEREAS, the Aztec City Commission, is a policy making body as defined in the New Mexico Open Meetings Act (N.M.S.A. 1978, Section 10-15-1 et seq.); and

WHEREAS, Section 10-15-1B, NMSA 1978 provides that “all meetings of a quorum of members of any board, commission or other policy-making body of any state agency, or agency or authority of any county, municipality, district or any political subdivision held for the purpose of taking any action within the authority of or the delegated authority of such board, commission or the policy-making body, is declared to be public meetings open to the public at all times, except as otherwise provided in the constitution or the provision of the Open Meetings Act”; and

WHEREAS, Section 10-15-3A, NMSA 1978 provides that “No resolution, rule, regulation, ordinance or action of any board, commission, committee, or other policy making body shall be valid unless taken or made at a meeting held in accordance with the requirements of Section 10-15-1 NMSA, 1978,” and

WHEREAS, Section 10-15-4, NMSA 1978 provided that “Any person violating any of the provisions of Section 10-15-1 NMSA 1978 is guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than five hundred dollars (\$500.00) for each offence,” and

WHEREAS, Section 10-15-1D, requires that “Any meeting at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs, and at which a majority or quorum of the body is in attendance, and any closed meetings, shall be held only after reasonable notice to the public.

WHEREAS, all public bodies are required to determine, at least annually, in a public meeting, reasonable notice provisions for public meetings of the public body;

NOW, THEREFORE, BE IT RESOLVED that the Aztec City Commission, of Aztec, New Mexico, adopts the following open meeting policy: (All Aztec Advisory Boards and Committees will follow the requirements as stated)

1. The regularly scheduled meetings of the governing body will be held at 6:00 p.m., second and fourth Tuesday of each month and the Commission Organizational Meetings will be held on an as-needed basis in the Commission Room of City Hall located at 201 West Chaco in Aztec. If there is a need for a special workshop or meeting it will be scheduled according to need. In the event that the regular meeting date falls on a legal holiday or Election Day, the governing body may cancel or designate an alternate meeting date and shall cause advance notice of the change to be published or posted as provided in this resolution. In the event that a regular meeting of the governing body is changed to a different location, advance notice of the meeting location shall be published as provided in this resolution.
2. Notice of all meetings shall be available at City Hall, 201 W Chaco, Aztec, New Mexico and on the City's website. Notice of all meetings shall be given to all broadcast stations licensed

by the Federal Communications Commission and newspapers of general circulation that have provided a written request for such notice.

3. Notice of all meetings shall include information on how the public may obtain a copy of a preliminary or final agenda. A final agenda for all meetings shall be available at City Hall and on the City's Website, no later than 72 hours preceding the meeting.
4. Special Meetings: Notice shall be given at least three (3) days in advance of any special meeting of a quorum of the members of the governing body, board, commission, committee, agency, authority or other policy-making body held for the purpose of discussing public business or taking any formal action with the authority of such body. An agenda shall be available to the public at least 72 hours prior to any special meeting.
5. Emergency Meetings: which demand immediate action to protect the health, safety, and property of citizens or to protect the public body from substantial financial loss shall be held as required, with as much advance notice as the emergency permits.
6. Telephone Conference: A member of the governing body or any board, commission, committee, agency or other policy-making body may participate in a meeting of the public body by means of a telephone conference or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by telephone conference can be identified when speaking, and all participants are able to hear each other at the same time members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.
7. Citizens Input: A maximum of three (3) minutes may be allowed during Citizens Input.
8. Presentations: A maximum of 10 minutes unless extended by the chair, will be allowed for each presentation. A copy of the presentation and/or any related documents, if available, shall be presented to the City Clerk prior to preparing the Commission packets.
9. Closed Meetings: Shall be held in the following manner:
 - 1) If the Commission is in an open meeting when a closed meeting is desired and authorized by the Open Meetings Act, then the closed meeting shall be approved on motion by a majority of a quorum of the City Commission, and the authority for closure shall be stated in the motion.
 - 2) If the Commission is not in a public meeting and a closed meeting is desired and authorized, public notice, appropriate under the circumstances, shall be given stating the authority for the closure.
 - 3) Following completion of any closed meeting, the minutes of the open meeting as closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state that the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.
10. Minutes: Once transcribed, all minutes produced, as a result of open meetings will be open for public inspection. Recordings are recycled or destroyed 30 days after the minutes are approved with the exception of *Public Hearings*.

11. All meetings shall be conducted in accordance with accepted parliamentary procedures.
12. All Aztec Advisory Boards and Committees will follow the requirements as stated above.
13. Agendas for all Aztec Advisory Board and Committee meetings shall be prepared by City Staff in conjunction with the Chair of the particular Board or Committee.
14. Aztec Advisory Board and Committee meetings are scheduled as follows:

Airport Advisory Board. Meets the Second Monday of the first month of each quarter (January, April, July and October) at 4:30 pm. Meeting held in the Commission Room at City Hall.

Library Advisory Board. Meets the second Wednesday of January, March, May, July, September, and November at 5:30 p.m. Meeting held at the Aztec Public Library.

Lodger's Tax Advisory Board. Meets the third Monday of January, March, May, July, September and November at 2:00 p.m. Meeting held in the Commission Room at City Hall.

Economic Development Advisory Committee. Meets the third Thursday of each Month at 8:00 a.m. Meeting held in the Commission Room at City Hall.

PASSED, APPROVED AND ADOPTED this 23rd day of January, 2018.

CITY OF AZTEC

Mayor Sally Burbridge

ATTEST:

Karla Saylor, City Clerk

Staff Summary Report

MEETING DATE: January 23, 2018
AGENDA ITEM: XI. CONSENT AGENDA (C)
AGENDA TITLE: Appointment of Precinct Board for the March 6, 2018 Regular Election

ACTION REQUESTED BY: Karla Sayler, City Clerk
ACTION REQUESTED: Approval of the Appointment of Precinct Board for the March 6, 2018 Regular Election
SUMMARY BY: Karla Sayler

PROJECT DESCRIPTION / FACTS

- Pursuant to Section 3-8-19C of the New Mexico State Statute, the Governing Body shall appoint a Precinct Board for each polling place. We only have one polling place which will be the Aztec City Commission Room.
- The Precinct Board shall consist of three election judges, two election clerks (may be combined) and two alternates. The election judges and clerks may also serve as translators.
- The list below contains names of individuals who have previously served as precinct workers or alternates. It is my recommendation that the Commission appoint the individuals on this list to serve as the 2018 Regular Election Precinct Board:

Anita Choate/Judge
Frances Cooper/Election Judge/Clerk
Denise Bradford/Election Judge/Clerk
Denise Lucero/Election Judge/Clerk
Beatrice Esquibel, Election Clerk/Spanish Translator
Mary Boatman, Alternate

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

Approximately \$800.00(Rounded up)

Precinct Judge:	\$150.00
Election Judge/Clerk:	\$125.00X4=\$500.00
Alternate:	\$20.00 (stand-by pay)

\$670.00

SUPPORT DOCUMENTS: None-The Election Handbook is available in the City Clerk's Office

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Appointment of Precinct Board for the March 6, 2018 Regular Election

Staff Summary Report

MEETING DATE: January 23, 2018
AGENDA ITEM: XI. CONSENT AGENDA (D)
AGENDA TITLE: San Juan College Hiring Service Agreement For Encore Classes

ACTION REQUESTED BY: City Staff
ACTION REQUESTED: Approval of San Juan College Hiring Service Agreement for Encore Classes at Aztec Senior/Community Center
SUMMARY BY: Steve Mueller/Cindy Iacovetto

PROJECT DESCRIPTION / FACTS

This agreement between San Juan College and the City is to provide Encore/Community Learning classes at the Aztec Senior/Community Center.

This agreement will be effective for one year with an automatic renewal of up to two additional years for a maximum possible length of 3 years afterward a new Agreement must be executed.

SUPPORT DOCUMENTS: SJC Hiring Service Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve The Agreement With San Juan College.



SJC Hiring Service Agreement

This AGREEMENT ("AGREEMENT") is entered into this

10th day of January 2018, between the City of Aztec Senior Community Center located at 201 W. Chaco St., Aztec NM 87410 (physical address - 101 S. Park Ave, Aztec)

(the "Effective Date") between
("PROVIDER") located at
(full mailing address)

and San Juan College ("COLLEGE") located at 4601 COLLEGE Blvd., Farmington, NM 87402.

WHEREAS, the parties to this AGREEMENT wish to

Continue to offer Encore/Community Learning Center classes at the City of Aztec facilities, including but not limited to the Aztec Senior Community Center in order to benefit Aztec and the surrounding community.

WHEREAS, both parties agree to maintain a non-discriminatory policy and procedure with respect to race, color, creed, origin, sex, age, disability, marital status, sexual preference, and religion.

WHEREAS, nothing set forth in this AGREEMENT shall alter the freedom enjoyed by either party nor shall in any way effect the independent operation of either.

NOW THEREFORE, in consideration of the mutual advantages obtained by both parties hereto, and in further consideration of the mutual covenants contained herein, PROVIDER and COLLEGE hereby agree as follows:

I. PROVIDER RESPONSIBILITIES:

The PROVIDER will:

- a. Maintain a level of high quality services as evidenced by appropriate accreditation and approval.
- b. Provide, at students' expense, emergency medical care as may be necessary for any illness or injury arising from any activity engaged in as part of AGREEMENT. Nothing in this AGREEMENT shall be construed as an assumption of liability by the PROVIDER or COLLEGE for any injuries suffered by students.
- c. If requested by COLLEGE, identify and designate specific personnel responsible for planning and implementing the program/curriculum and exchanging regular information with the COLLEGE. Said personnel shall be qualified practitioners.
- d. If requested by COLLEGE, maintain instructional and professional supervision of students.
- e. If requested by COLLEGE, provide COLLEGE with a copy of its rules, regulations, policies, procedures and confidentiality.



SAN JUAN COLLEGE

SJC Hiring Service Agreement

- f. If requested by COLLEGE, provide orientations on facilities, standards of conduct, rules, policies, procedures, schedules, practices, universal precautions, and confidentiality.
- g. Advise the COLLEGE of any changes in personnel, operations, or policies.
- h. Provide a list of assigned personnel each semester.
- i. Other PROVIDER responsibilities:

Provide appropriate space for classes.

II. COLLEGE RESPONSIBILITIES:

The COLLEGE will:

- a. Adhere to the COLLEGE's student and faculty handbook policies.
- b. Promote compliance by all COLLEGE students, faculty, employees and agents and representatives in all PROVIDER rules, regulations, policies, and procedures.
- c. Closely plan with PROVIDER personnel to develop appropriate exercises, curriculum, and programs.
- d. Keep the PROVIDER's personnel oriented to the COLLEGE's philosophy, course objectives, and other pertinent requirements.
- e. Ensure all students meet required qualifications.
- f. Keep copies of all records and reports for five (5) years after the students' participation in the program.
- g. If requested, provide a list of students and related information each semester.
- h. Other COLLEGE responsibilities:

Ensure that students sign appropriate "Agreement and Release of Liability" forms for off-campus exercise classes.



SJC Hiring Service Agreement

III. INSURANCE, INDEMNIFICATION, AND LIABILITY

- a. The COLLEGE is an institution of the State of New Mexico and as such is covered for public liability insurance and workers' compensation through the New Mexico State Risk Management Division for liability under the New Mexico Tort Claims Act. During the term of the AGREEMENT and any extension thereof, the COLLEGE shall provide coverage for the liability of its "public employees" as defined in the New Mexico Tort Claims Act, and for its personal property and improvements and betterments, as required by New Mexico law.
- b. The liability of the COLLEGE and its employees shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended. Each party shall timely notify the other of any intended claims for liability or indemnification and, upon reasonable request, in writing shall provide the other party or its duly authorized representative, reasonable opportunity to examine all books, records or documents insofar as it related to such claims.
- c. PROVIDER agrees to protect, defend, indemnify, and hold harmless COLLEGE and its officials, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons, caused by PROVIDER. PROVIDER'S obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. PROVIDER further agrees to protect, defend, indemnify, and hold harmless the COLLEGE and its officials, agents and employees from and against any and all claims for liability and workers' compensation under the Workers' Compensation Act arising out of injuries sustained by any employee of PROVIDER.
- d. The COLLEGE shall not be required to name the PROVIDER as an additional insured on any insurance policy now in place or which may be in force during the term of this AGREEMENT. The COLLEGE shall provide a Certificate of Insurance establishing its own insurance coverage upon written request.
- e. The foregoing notwithstanding, the PROVIDER agrees it will notify the COLLEGE, in writing, within five (5) days of its acquiring knowledge of any claim of liability. PROVIDER agrees to permit COLLEGE to contest and defend any claims made by any person prior to liability being assessed to the COLLEGE. Each party shall provide its own defense and be liable for its own negligence should a claim of liability based upon either negligence or intentional act be made by any third party against COLLEGE or PROVIDER or both.
- f. PROVIDER shall purchase and maintain such insurance as will protect it from claims for damages because of medical malpractice, bodily injury, sickness, disease or death of any person, including claims insured by standard personal injury coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from the use of all owned, non-owned, or hired, automobile, vehicles, and other equipment both on and off work, arising from or in any way related to or as the result of PROVIDER's operations under this



SAN JUAN COLLEGE

SJC Hiring Service Agreement

AGREEMENT, whether such operations be by the PROVIDER or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the types and specific coverage herein described and be written for not less than any limits of liability specified in this AGREEMENT or required by law, whichever is greater

- g. The PROVIDER shall comply with the provisions of the Workers' Compensation Act, the subsequent Injury Act, and PROVIDER shall procure and maintain during the life of this AGREEMENT, Workers' Compensation and Employer's Liability Insurance in accordance with New Mexico laws and regulations. Such insurance shall include coverage permitted under Sec. 52-1-10 N.M.S.A. 1978. If the PROVIDER elects to be self-insured, it shall comply with the applicable requirements of law. If any class of employee is not protected under the Workers' Compensation statute, the PROVIDER shall provide and shall cause each subcontractor to provide adequate employer's liability coverage as will protect him/her/it and the COLLEGE against any claims resulting from injuries to and death of workers engaged in work under this contract.
- b. Insurance coverage limits required to be carried by the PROVIDER shall include the types and specific coverage herein described and be written for not less than any limits of liability specified in this AGREEMENT or required by law, whichever is greater as follows:
 - Commercial General Liability Insurance and Commercial Automobile Liability Insurance limits of coverage shall be the limits established by the New Mexico Tort Claims Act or:
 - o Combined Single Limit coverage of \$1,000,000 per occurrence, and
 - o Aggregate of \$3,000,000Insurance must include coverage for independent contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.
- i. PROVIDER shall include as part of the AGREEMENT documents certificates of insurance on forms acceptable to the COLLEGE specified herein. The COLLEGE shall be named as an additional named insured on all policies and all policies shall include cross liability provisions. The certificates shall specifically provide that the coverage afforded under the policy or policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to COLLEGE.
- j. Nothing in this AGREEMENT is intended to create an employee or agent relationship. Neither the PROVIDER nor the PROVIDER's employees are considered to be employees of the COLLEGE for any purpose whatsoever. The PROVIDER is considered an independent site at all times in the performance of this AGREEMENT. The PROVIDER further agrees that neither the PROVIDER nor its employees are entitled to any benefits from the COLLEGE under the provisions of the Workers' Compensation Act of the State of New Mexico.
- k. Prior to delivery of the executed AGREEMENT by COLLEGE to the PROVIDER, COLLEGE may require PROVIDER to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers, as COLLEGE may require.

IV. TERM AND TERMINATION

- a. This AGREEMENT will become effective upon the final required signature and will automatically renew on anniversary date for one (1) additional year unless either party gives written notice of non-renewal at least ninety (90) days prior to the next expiration date. The maximum



SAN JUAN COLLEGE

SJC Hiring Service Agreement

number of automatic renewals under this AGREEMENT is two (2) years and this AGREEMENT has a maximum possible length of three (3) years afterward a new AGREEMENT must be executed.

- b. Either party may terminate this AGREEMENT by providing written notice of intent to termination to the other party's designated contact at least sixty (60) days prior to the date of termination proposed in the notice. The parties will review this AGREEMENT annually.
- c. If this AGREEMENT is terminated due to the fault of the PROVIDER, no further compensation or reimbursement to PROVIDER shall be due. If terminated for any other reason, COLLEGE will reimburse PROVIDER for all documented out-of-pocket expenses incurred in connection with this AGREEMENT.
- d. If, through any cause, the PROVIDER fails to fulfill in a timely and proper manner PROVIDER's obligations under this AGREEMENT, or if PROVIDER violates any of the covenants, agreements, or stipulations of this AGREEMENT, the COLLEGE may order PROVIDER, by written notice, to terminate the AGREEMENT.
- e. If any part of this AGREEMENT is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this AGREEMENT so long as the remainder of this AGREEMENT is reasonably capable of completion.
- f. The PROVIDER agrees to pay to the COLLEGE all costs and expenses including reasonable attorney's fees incurred by the COLLEGE in exercising any of its rights or remedies in connection with the enforcement of this AGREEMENT.

V. MISCELLANEOUS

- a. Neither party shall have the power or authority to pledge or bind the other in any manner for any purpose to any third party. The parties agree that the laws of the State of New Mexico and the laws, rules, and regulations of the COLLEGE shall govern this AGREEMENT. In the event of litigation regarding this AGREEMENT, the parties agree that jurisdiction and venue shall lie in San Juan County, New Mexico. This AGREEMENT is the entire AGREEMENT between the parties and supersedes all prior representations and AGREEMENTS, either oral or written. This AGREEMENT may only be amended by written instrument signed by both the COLLEGE's President or their designee and PROVIDER.
- b. The COLLEGE designates the contact person(s) listed below or another person designated, as its representative in connection with this AGREEMENT. This representative shall be available as often as may be necessary for inspecting and approving the services or authorizing changes, and to approve all records pertinent to this AGREEMENT.
- c. The AGREEMENT may only be amended or modified by the written agreement of both parties. Oral modifications are not permitted.
- d. The COLLEGE and PROVIDER, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party of this AGREEMENT and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this AGREEMENT.



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17 DEC 14 8:51 AM

Neither the COLLEGE nor PROVIDER shall assign, sublet or transfer any interest in this AGREEMENT without the written consent of the other.

- e. Neither party will use the other's name in any publicity or advertising material without prior written consent of the other.

VI. NOTICES

- a. Any notice required to be given pursuant to the terms and provisions of this AGREEMENT will be in writing and sent by certified mail, return receipt requested, postage prepaid, as follows:

Contact Persons

To PROVIDER at:

Official Name
 Mailing Address
 City, State, Zip
 Attn: Name/Title
 Phone
 Email

Aztec Senior Community Center
 201 W. Chaco St.
 Aztec NM 87410
 Cindy Iacovetto/Director
 505 334 2881
 ciacovetto@aztecnm.gov

To San Juan COLLEGE at: San Juan College
 4601 College Blvd
 Farmington, NM 87402

SJC Contact Name

Title
 Phone
 Email

Community Learning Center
 Liesl Dees/Director
 505 566 3121
 deesl@sanjuancollege.edu

In witness whereof, the parties hereunder have executed this Agreement as of this day and year first above written.

Toni Hopper Pendergrass

Signature

Date

[Empty signature box]

Signature

Date

Dr. Toni Pendergrass
 President
 San Juan College

1-3-18



SJC Hiring Service Agreement

This AGREEMENT ("AGREEMENT") is entered into this

10th day of January 2018, between the City of Aztec Senior Community Center located at 201 W. Chaco St., Aztec NM 87410 (physical address - 101 S. Park Ave, Aztec)

(the "Effective Date") between
("PROVIDER") located at
(full mailing address)

and San Juan College ("COLLEGE") located at 4601 COLLEGE Blvd., Farmington, NM 87402.

WHEREAS, the parties to this AGREEMENT wish to

Continue to offer Encore/Community Learning Center classes at the City of Aztec facilities, including but not limited to the Aztec Senior Community Center in order to benefit Aztec and the surrounding community.

WHEREAS, both parties agree to maintain a non-discriminatory policy and procedure with respect to race, color, creed, origin, sex, age, disability, marital status, sexual preference, and religion.

WHEREAS, nothing set forth in this AGREEMENT shall alter the freedom enjoyed by either party nor shall in any way effect the independent operation of either.

NOW THEREFORE, in consideration of the mutual advantages obtained by both parties hereto, and in further consideration of the mutual covenants contained herein, PROVIDER and COLLEGE hereby agree as follows:

I. PROVIDER RESPONSIBILITIES:

The PROVIDER will:

- a. Maintain a level of high quality services as evidenced by appropriate accreditation and approval.
- b. Provide, at students' expense, emergency medical care as may be necessary for any illness or injury arising from any activity engaged in as part of AGREEMENT. Nothing in this AGREEMENT shall be construed as an assumption of liability by the PROVIDER or COLLEGE for any injuries suffered by students.
- c. If requested by COLLEGE, identify and designate specific personnel responsible for planning and implementing the program/curriculum and exchanging regular information with the COLLEGE. Said personnel shall be qualified practitioners.
- d. If requested by COLLEGE, maintain instructional and professional supervision of students.
- e. If requested by COLLEGE, provide COLLEGE with a copy of its rules, regulations, policies, procedures and confidentiality.



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- f. If requested by COLLEGE, provide orientations on facilities, standards of conduct, rules, policies, procedures, schedules, practices, universal precautions, and confidentiality.
- g. Advise the COLLEGE of any changes in personnel, operations, or policies.
- h. Provide a list of assigned personnel each semester.
- i. Other PROVIDER responsibilities:

Provide appropriate space for classes.

II. COLLEGE RESPONSIBILITIES:

The COLLEGE will:

- a. Adhere to the COLLEGE's student and faculty handbook policies.
- b. Promote compliance by all COLLEGE students, faculty, employees and agents and representatives in all PROVIDER rules, regulations, policies, and procedures.
- c. Closely plan with PROVIDER personnel to develop appropriate exercises, curriculum, and programs.
- d. Keep the PROVIDER's personnel oriented to the COLLEGE's philosophy, course objectives, and other pertinent requirements.
- e. Ensure all students meet required qualifications.
- f. Keep copies of all records and reports for five (5) years after the students' participation in the program.
- g. If requested, provide a list of students and related information each semester.
- h. Other COLLEGE responsibilities:

Ensure that students sign appropriate "Agreement and Release of Liability" forms for off-campus exercise classes.



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III. INSURANCE, INDEMNIFICATION, AND LIABILITY

- a. The COLLEGE is an institution of the State of New Mexico and as such is covered for public liability insurance and workers' compensation through the New Mexico State Risk Management Division for liability under the New Mexico Tort Claims Act. During the term of the AGREEMENT and any extension thereof, the COLLEGE shall provide coverage for the liability of its "public employees" as defined in the New Mexico Tort Claims Act, and for its personal property and improvements and betterments, as required by New Mexico law.
- b. The liability of the COLLEGE and its employees shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended. Each party shall timely notify the other of any intended claims for liability or indemnification and, upon reasonable request, in writing shall provide the other party or its duly authorized representative, reasonable opportunity to examine all books, records or documents insofar as it related to such claims.
- c. PROVIDER agrees to protect, defend, indemnify, and hold harmless COLLEGE and its officials, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons, caused by PROVIDER. PROVIDER'S obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. PROVIDER further agrees to protect, defend, indemnify, and hold harmless the COLLEGE and its officials, agents and employees from and against any and all claims for liability and workers' compensation under the Workers' Compensation Act arising out of injuries sustained by any employee of PROVIDER.
- d. The COLLEGE shall not be required to name the PROVIDER as an additional insured on any insurance policy now in place or which may be in force during the term of this AGREEMENT. The COLLEGE shall provide a Certificate of Insurance establishing its own insurance coverage upon written request.
- e. The foregoing notwithstanding, the PROVIDER agrees it will notify the COLLEGE, in writing, within five (5) days of its acquiring knowledge of any claim of liability. PROVIDER agrees to permit COLLEGE to contest and defend any claims made by any person prior to liability being assessed to the COLLEGE. Each party shall provide its own defense and be liable for its own negligence should a claim of liability based upon either negligence or intentional act be made by any third party against COLLEGE or PROVIDER or both.
- f. PROVIDER shall purchase and maintain such insurance as will protect it from claims for damages because of medical malpractice, bodily injury, sickness, disease or death of any person, including claims insured by standard personal injury coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from the use of all owned, non-owned, or hired, automobile, vehicles, and other equipment both on and off work, arising from or in any way related to or as the result of PROVIDER's operations under this



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AGREEMENT, whether such operations be by the PROVIDER or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the types and specific coverage herein described and be written for not less than any limits of liability specified in this AGREEMENT or required by law, whichever is greater

- g. The PROVIDER shall comply with the provisions of the Workers' Compensation Act, the subsequent Injury Act, and PROVIDER shall procure and maintain during the life of this AGREEMENT, Workers' Compensation and Employer's Liability Insurance in accordance with New Mexico laws and regulations. Such insurance shall include coverage permitted under Sec. 52-1-10 N.M.S.A. 1978. If the PROVIDER elects to be self-insured, it shall comply with the applicable requirements of law. If any class of employee is not protected under the Workers' Compensation statute, the PROVIDER shall provide and shall cause each subcontractor to provide adequate employer's liability coverage as will protect him/her/it and the COLLEGE against any claims resulting from injuries to and death of workers engaged in work under this contract.
- b. Insurance coverage limits required to be carried by the PROVIDER shall include the types and specific coverage herein described and be written for not less than any limits of liability specified in this AGREEMENT or required by law, whichever is greater as follows:
 - Commercial General Liability Insurance and Commercial Automobile Liability Insurance limits of coverage shall be the limits established by the New Mexico Tort Claims Act or:
 - o Combined Single Limit coverage of \$1,000,000 per occurrence, and
 - o Aggregate of \$3,000,000Insurance must include coverage for independent contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.
- i. PROVIDER shall include as part of the AGREEMENT documents certificates of insurance on forms acceptable to the COLLEGE specified herein. The COLLEGE shall be named as an additional named insured on all policies and all policies shall include cross liability provisions. The certificates shall specifically provide that the coverage afforded under the policy or policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to COLLEGE.
- j. Nothing in this AGREEMENT is intended to create an employee or agent relationship. Neither the PROVIDER nor the PROVIDER's employees are considered to be employees of the COLLEGE for any purpose whatsoever. The PROVIDER is considered an independent site at all times in the performance of this AGREEMENT. The PROVIDER further agrees that neither the PROVIDER nor its employees are entitled to any benefits from the COLLEGE under the provisions of the Workers' Compensation Act of the State of New Mexico.
- k. Prior to delivery of the executed AGREEMENT by COLLEGE to the PROVIDER, COLLEGE may require PROVIDER to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers, as COLLEGE may require.

IV. TERM AND TERMINATION

- a. This AGREEMENT will become effective upon the final required signature and will automatically renew on anniversary date for one (1) additional year unless either party gives written notice of non-renewal at least ninety (90) days prior to the next expiration date. The maximum



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number of automatic renewals under this AGREEMENT is two (2) years and this AGREEMENT has a maximum possible length of three (3) years afterward a new AGREEMENT must be executed.

- b. Either party may terminate this AGREEMENT by providing written notice of intent to termination to the other party's designated contact at least sixty (60) days prior to the date of termination proposed in the notice. The parties will review this AGREEMENT annually.
- c. If this AGREEMENT is terminated due to the fault of the PROVIDER, no further compensation or reimbursement to PROVIDER shall be due. If terminated for any other reason, COLLEGE will reimburse PROVIDER for all documented out-of-pocket expenses incurred in connection with this AGREEMENT.
- d. If, through any cause, the PROVIDER fails to fulfill in a timely and proper manner PROVIDER's obligations under this AGREEMENT, or if PROVIDER violates any of the covenants, agreements, or stipulations of this AGREEMENT, the COLLEGE may order PROVIDER, by written notice, to terminate the AGREEMENT.
- e. If any part of this AGREEMENT is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this AGREEMENT so long as the remainder of this AGREEMENT is reasonably capable of completion.
- f. The PROVIDER agrees to pay to the COLLEGE all costs and expenses including reasonable attorney's fees incurred by the COLLEGE in exercising any of its rights or remedies in connection with the enforcement of this AGREEMENT.

V. MISCELLANEOUS

- a. Neither party shall have the power or authority to pledge or bind the other in any manner for any purpose to any third party. The parties agree that the laws of the State of New Mexico and the laws, rules, and regulations of the COLLEGE shall govern this AGREEMENT. In the event of litigation regarding this AGREEMENT, the parties agree that jurisdiction and venue shall lie in San Juan County, New Mexico. This AGREEMENT is the entire AGREEMENT between the parties and supersedes all prior representations and AGREEMENTS, either oral or written. This AGREEMENT may only be amended by written instrument signed by both the COLLEGE's President or their designee and PROVIDER.
- b. The COLLEGE designates the contact person(s) listed below or another person designated, as its representative in connection with this AGREEMENT. This representative shall be available as often as may be necessary for inspecting and approving the services or authorizing changes, and to approve all records pertinent to this AGREEMENT.
- c. The AGREEMENT may only be amended or modified by the written agreement of both parties. Oral modifications are not permitted.
- d. The COLLEGE and PROVIDER, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party of this AGREEMENT and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this AGREEMENT.



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Neither the COLLEGE nor PROVIDER shall assign, sublet or transfer any interest in this AGREEMENT without the written consent of the other.

- e. Neither party will use the other's name in any publicity or advertising material without prior written consent of the other.

VI. NOTICES

- a. Any notice required to be given pursuant to the terms and provisions of this AGREEMENT will be in writing and sent by certified mail, return receipt requested, postage prepaid, as follows:

Contact Persons

To PROVIDER at:

Official Name
 Mailing Address
 City, State, Zip
 Attn: Name/Title
 Phone
 Email

Aztec Senior Community Center
 201 W. Chaco St.
 Aztec NM 87410
 Cindy Iacovetto/Director
 505 334 2881
 ciacovetto@aztecnm.gov

To San Juan COLLEGE at: San Juan College
 4601 College Blvd
 Farmington, NM 87402

SJC Contact Name
 Title
 Phone
 Email

Community Learning Center
 Liesl Dees/Director
 505 566 3121
 deesl@sanjuancollege.edu

In witness whereof, the parties hereunder have executed this Agreement as of this day and year first above written.

Toni Hopper Pendergrass

Signature _____ Date _____

Signature _____ Date 1-3-18
 Dr. Toni Pendergrass
 President
 San Juan College

Staff Summary

MEETING DATE:	January 23, 2018
AGENDA ITEM:	XI. CONSENT AGENDA (E)
AGENDA TITLE:	Animal Care & Control Document Destruction

ACTION REQUESTED BY:	Tina Roper
ACTION REQUESTED:	Approval of Document Destruction
SUMMARY BY:	Tina Roper

PROJECT DESCRIPTION / FACTS

The following documents will be shredded once approved by Commission:

- Intake Sheets from 2014 (hard copies of intake sheets, all records are in Chameleon software.)
- Medical Records 2013 (also in Chameleon software.)

SUPPORT DOCUMENTS:	NONE
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DEPARTMENT'S RECOMMENDED MOTION: Move to APPROVE The Destruction Of Records As Outlined By The Document Destruction Procedures.

Staff Summary Report

MEETING DATE:	January 23, 2018
AGENDA ITEM:	XI. CONSENT AGENDA (F)
AGENDA TITLE:	FY18 Youth Conservation Corps Service Agreement

ACTION REQUESTED BY:	City Staff
ACTION REQUESTED:	Approval of 2018 Youth Conservation Corps Service Agreement
SUMMARY BY:	Kris Farmer

PROJECT DESCRIPTION / FACTS

- Commission approved the submittal of FY18 application/proposal on April 11, 2017
- City of Aztec received award letter for funding on November 2, 2017 and committed to accept the funding from NMYCCC on November 13, 2017
- New Mexico Youth Conservation Corps Commission (NMYCCC) has awarded the City the sum of \$54,806.06. This funding is to be used to employ approximately 12-18 youth between the ages of 14 and 25 fulfilling the mission of NMYCCC.
- Aztec Park Improvements 2018 was identified as the FY18 project for NMYCCC. Improvements will include shade structure at east entry of splash pad, benches, landscaping, redesign rose garden and xeriscaping, and concrete RV drive pad.
- It is anticipated the hiring process will begin mid March and youth will begin full time work on May 29 and continue through August 9.
- Follow NMYCCC guidelines as set out in agreement.
- After service agreement has been submitted to and approved by NMYCCC then letter to proceed will be issued.

PROCUREMENT / PURCHASING

- Materials and supplies that are needed for site prep before the project starts will be purchased by mid May.

FISCAL INPUT / FINANCE DEPARTMENT

- The City has committed to an in-kind sponsor contribution of \$40,798.93. This will be allocated between FY18 and FY19 budgets. This contribution is a combination of budgeted cash expenditures specific to youth employment projects and in-kind services. In-kind service are provided through existing budgeted personnel, facility and equipment utilization.
- Sufficient funds exist in the FY18 budget to cover NMYCCC Grant Coordinator, youth employment, supplies and project materials for the NMYCC and City portions.
- The FY19 preliminary budget will include budget request to provide sufficient funds to meet the City obligation for July and August 2018, which is approximately \$31516 (NMYCC Youth wage costs) and \$19350 (City personnel and material costs).

SUPPORT DOCUMENTS: State of New Mexico Service Agreement 18-522-0150-0055

DEPARTMENT'S RECOMMENDED MOTION: Move and Approve FFY18 Service Agreement between the City of Aztec and the State of New Mexico Youth Conservation Corps Commission.

STATE OF NEW MEXICO
SERVICES AGREEMENT
SHARE No. 70-522-17-00506AI

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

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work

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

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

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

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

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

F. Contractor shall hire Corps members who shall be considered employees of Contractor for the duration of the Project, and monitor all Corps members and Project activities to ensure compliance with the Project specifications described in Section 1, Scope of Work, Subparagraph A, Contractor shall provide supervision of Corps members while on the Project work site, including substitutes, if crew leaders are absent, and ensure the Project work site meets all applicable state and federal health and safety standards and all state and federal labor laws. Contractor shall purchase and provide all tools and materials necessary for implementation of the Project as described in Attachment 1.

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

2. Payment Provisions

A. YCCC shall pay Contractor for services satisfactorily performed pursuant to the Scope of Work in an amount not to exceed fifty four thousand eight hundred six dollars and six cents (\$54,806.06), including New Mexico gross receipts taxes, if any, and any travel, pursuant to Paragraph B of this Compensation Section. YCCC shall make payment upon the satisfactory and timely completion of the work described above in the Scope of Work and Attachment 1. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein. The parties do not intend for Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying YCCC when the services provided under this Agreement reach the total compensation amount. In no event shall Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. Reimbursement shall be consistent with the budget outlined in Attachment 1. YCCC MUST receive all invoices no later than 7 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

Payment in fiscal year 2019 is subject to availability of funds pursuant to Section 12, Appropriations, set forth below and to any negotiations between the parties from year to year pursuant to the Scope of Work and to approval by DFA.

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

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

D. Contractor must submit detailed statements accounting for all services performed, goods obtained, and expenses incurred. Vouchers must be supported by approved purchase order or equivalent document and invoice by the supplier, evidencing the propriety of each claim for payment. Wage

amounts charged shall be based upon payrolls maintained by Contractor and must be supported by time and attendance sheets. If YCCC finds that the statement, services, goods, or expenses are not acceptable, within 30 days after the date of receipt of (i) written notice from Contractor that payment is requested, and (ii) all supporting documentation, YCCC shall provide Contractor a letter of exception explaining the defect or objection to the statement, services, goods, or expenses, and outlining steps Contractor may take to provide remedial action. Upon YCCC's certification that the statement, supporting documentation, services, goods, or expenses have been received and accepted, YCCC shall tender payment to Contractor within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, YCCC shall not incur late charges, interest, or penalties, for failure to make payment within the time specified herein.

3. Term

This Agreement becomes effective when executed by an authorized representative of Contractor and of YCCC and when DFA encumbers funds for this Agreement. It shall terminate on October 31, 2018, unless earlier terminated pursuant to Section 4, Termination, or Section 12, Appropriations, below.

4. Termination

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

B. Notice; YCCC Opportunity to Cure

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

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

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

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

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

5. Amendment

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

6. Status of Contractor

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

7. Assignment

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

8. Subcontracting

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

9. Non-Collusion

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

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

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

11. Records of Audit

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

12. Appropriations

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

13. Release

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

14. Confidentiality

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

15. Conflict of Interest

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

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

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

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

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

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

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

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

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

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

16. Approval of Contractor Representatives

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

17. Scope of Agreement

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

18. Notice

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

19. Equal Opportunity Compliance

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

20. Indemnification

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

21. Applicable Law

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

22. Incorporation by Reference and Precedence

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

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

23. Insurance Coverage:

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

immediate termination of this Agreement. Contractor shall notify YCCC prior to cancellation or expiration of any insurance required under this Agreement.

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

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

24. Impracticality of Performance

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

25. Invalid Term or Condition

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

26. Enforcement of Agreement

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

27. Notification

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

To YCCC: Wendy Kent, Executive Director

Office address: Youth Conservation Corps
811 St. Michaels, Ste. 104
Santa Fe, NM 87505
(for express carrier
and hand deliveries)
(505) 690-1831 (voice)
(505)988-7313 (fax)
Wendy.Kent@state.nm.us

To Contractor: City of Aztec
201 West Chaco

Aztec, NM 87410
kfarmer@aztecnm.gov
(505)334-7651

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

28. Acknowledgement.

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

[This space intentionally left blank.]

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

STATE OF NEW MEXICO, YOUTH CONSERVATION CORPS COMMISSION

By: _____ Date: _____
Chair or Designee

CITY OF AZTEC

By: _____ Date: _____
Authorized Representative Signature

Printed Name and Title

ATTACHMENT 1

ATTACHMENT 2					
REQUEST FOR REIMBURSEMENT/YOUTH CONSERVATION CORPS					
Start Date for this reporting period:		Workers Compensation Expiration:		Report #:	1
End date for this reporting period:		General Liability Expiration:			
Sponsor Information			Contract # (Internal):		
Organization					
Address					
City, State Zipcode					
		% to wages (expended wages vs. total expended)		#DIV/0!	
INSTRUCTIONS FOR FILLING OUT THIS FORM ARE ON THE BOTTOM OF THE PAGE.					
ITEMS IN BUDGET	YCC BUDGET	Adjusted Budget	YTD REIMBURSEMENTS	CURRENT REQUESTS	BUDGET BALANCE
Wages/FICA/Unemployment					\$ -
Workers Compensation					\$ -
Training/Education					\$ -
Supplies/Equipment/Miscellaneous					\$ -
TOTAL	\$			\$ -	\$ -

CERTIFICATION

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

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

Signature: _____
Date: _____

PLEASE NOTE; This Form must accompany all Reimbursement Requests.

NOTATIONS:

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

ATTACHMENT 3					
REQUEST FOR REIMBURSEMENT/YOUTH CONSERVATION CORPS					
Start Date for this reporting period:		Workers Compensation Expiration:		Report #:	1
End date for this reporting period:		General Liability Expiration:			
Sponsor Information			Contract # (Internal):		
Organization					
Address					
City, State Zipcode					
Phone #:				% match met (expended vs. budgeted)	#DIV/0!
INSTRUCTIONS FOR FILLING OUT THIS FORM ARE ON THE BOTTOM OF THE PAGE.					
ITEMS IN BUDGET	IN-KIND BUDGET	Adjusted Budget	YTD REIMBURSEMENTS	CURRENT REQUESTS	BUDGET BALANCE
Wages/FICA/Unemployment					\$ -
Workers Compensation					\$ -
Training/Education					\$ -
Supplies/Equipment/Miscellaneous					\$ -
TOTAL	\$			\$ -	\$ -

CERTIFICATION

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

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

Signature: _____
Date: _____

PLEASE NOTE; This Form must accompany all Reimbursement Requests.

NOTATIONS:

1. Reports should be numbered consecutively starting with #1.
 2. Any changes to the budget must be approved by the YCC Executive Director.
 3. Year-to-Date reimbursements should match the previous request's cumulative reimbursement amount.
 4. Sponsor must submit in-kind tables as back up documentation with Attachment 3 and project status report must accompany reimbursement requests.
 5. Budget balance must take into account the approved budget less current request and less all previously approved payments.
 6. Nothing should be put in the "Adjusted Budget" column unless YCC staff has approved a budget adjustment request.
- Have you included Attachment 2, time sheets (proof of payment), invoices, proof of payment, and a Project Status Report? If this is a FINAL, include the Final Project Report.

Attachment 6
Project Status Report

New Mexico Youth Conservation Corps

Project Details

Project Status

Add a Status Report

Report Details

Start Date:

End Date:

Name:

Title:

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

Project Work Plan

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

Work Description:

Corps Members:

Total members working for this reporting period.

Hours Paid:

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

Education

Discuss Corps members educational activities occurring during the reporting period.

Training Description:

Training Sessions:

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

Training Hours:

Open Items

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

Item Description:

Submit/Print

Staff Summary Report

MEETING DATE: January 23, 2018

AGENDA ITEM: XIII. BUSINESS ITEM (A)

AGENDA TITLE: Intent To Adopt Ordinance 20-468 Amending Chapter 26, Sections 2-56, 2-66, and 2-76 Eliminating Certain Conditional Use Requirements For Offices In The O-1 District and Personal Services In The C-1 And C-2 District.

ACTION REQUESTED BY: Steven M. Saavedra, Director

ACTION REQUESTED: Approve Intent to Adopt Ordinance 2018-468 Amending Chapter 26, Sections 2-56, 2-66, and 2-76

SUMMARY BY: Steven M. Saavedra, Director

PROJECT DESCRIPTION / FACTS (Leading Department)

The Community Development Department requests to remove conditional use permits for semi-professional or professional offices in the O-1 Office and Institutional District and in the C-1 & C-2 District. The O-1 Districts allows offices by right pursuant to COA 26-2-52(5). Thus, Community Developments seeks to clarify and eliminate conditional use permits for semi-professional or professional offices to remove confusion and allow office uses in the C1 and C2 Districts.

The Community Development Department requests to remove conditional use permits for personal services, such as beauty shops, barbershops, massage parlors, auditors, and other similar services. The C-1 and the C-2 District allow such uses by right pursuant to COA 26-2-62(5) and COA 26-2-72(5) Retail and Service Establishments. Therefore, Community Developments seeks to clarify and eliminate conflicting uses.

SUPPORT DOCUMENTS: Chapter 26 Land Use

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Intent to Adopt Ordinance 2018-468 Amending Chapter 26, Sections 2-56, 2-66, and 2-76.

**City of Aztec
ORDINANCE 2018-468**

An Ordinance Amending Chapter 26-2-56, 26-2-66, and 26-2-76

WHEREAS: The City of Aztec is empowered pursuant to NMSA 1978, Section 3-17-1 (Repl. 1995) to adopt ordinances for the purposes of providing for the safety, preserving the health, and promoting the welfare of the municipality and its inhabitants:

WHEREAS: The Community Development has reviewed Chapter 26 of the City Code and has determined the need to amend and eliminating conflicting uses in the O-1: Office and Institutional District, C-1 :Limited Retail / Neighborhood Commercial District, and C-2 :General Commercial and Wholesale District; and

WHEREAS: Community Development has proposed that the Aztec City Commission adopt the attached Chapter 26.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Aztec, New Mexico that Ordinance 2018-468 which amends COA **26-2-56, 26-2-66, and 26-2-76**

PASSED, APPROVED, SIGNED AND ADOPTED THIS _____ day of _____ 2018

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

Mayor Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

APPROVED AS TO FORM:

Larry T. Thrower, City Attorney

ADVERTISED DATE OF FINAL ADOPTION: _____

EFFECTIVE DATE OF ORDINANCE: _____

CITY OF AZTEC
Ordinance 2018-468
Amending Chapter 26-2-56, 26-2-66, and 26-2-76
Conditional Use Requirements for the O-1, C-1, and C-2 Districts

ARTICLE II. ZONE DISTRICT REGULATIONS

DIVISION 5. 0-1 : OFFICE AND INSTITUTIONAL DISTRICT

Sec. 26-2-51. In General.

This district is established to permit R-1 and R-2 uses (Sections 26-11 and 26-12), plus offices, hotels, institutional, and service uses that are compatible with high-density residential areas.
(Code 2007, 26-51)

Sec. 26-2-52. Uses Permitted.

The following uses are permitted without prior approval of the Commission.

1. Single Family Dwelling. The dwelling unit must contain at least eight hundred (800) feet of floor space on a permanent foundation. Trailer houses, mobile homes and motor homes are not permitted unless they comply with the application codes and standards as provided in the Manufactured Housing Act (Chapter 60, Article 14, NMSA 1978), Housing and Urban Development Zone Code II, and the Uniform Building Code.
2. Accessory Structure. Accessory structure for garage, storage, recreation, sauna, hobby, greenhouse, bathhouse, or for the keeping or housing of domestic pets, so long as the accessory structure is not being used for commercial use. An accessory building of less than twelve (12) feet in height may be located within five (5) feet of any building or structure which does not contain living quarters.
3. Apartments or Multi-family Dwellings or Dwelling Groups. Apartments, multi-family dwellings or dwelling units are permitted provided that the buildings do not occupy over one half of the total lot area and each contains a minimum of six hundred (600) square feet of floor area.
4. Condominiums or Town Houses. Attached single family dwellings known as Condominiums or Town Houses are permitted provided that each dwelling unit must contain a minimum of eight hundred (800) square feet of floor space of a permanent nature. Trailer houses, mobile homes and motor homes are specifically excluded whether or not the wheels have been removed.
5. Offices. Offices including clinics, medical or dental offices, professional offices, office building and office building groups that have compatible uses corresponding to high-density residential areas. Any use incidental to the office building or building group.
6. Hotel or Motel. Hotel or motel permitting any use incidental to a hotel or motel as regulated for offices in the preceding paragraph and provided further, that off-street parking is furnished at the rate of one (1) parking space for every motel or hotel room.

7. Institutions. This includes for human beings, sanitariums, libraries, museums, schools, orphanages, and homes for the aged and other similar institutional uses except disciplinary or mental institutions.
(Code 2007, 26-52)

Sec. 26-2-53. Height Regulations.

Any building, dwelling or structure shall not exceed a height equal to one and one-half (1-1/2) times the width of the widest street right-of-way upon which the property adjoins; however, where building or portion thereof is setback from the front lot line, said structure or portion thereof may be erected to an additional height equal to three (3) times such setback distances, and provided further, that any walls or fences shall be in compliance with regulations of the R-1 and R-2 Districts.

(Code 2007, 26-53)

Sec. 26-2-54. Area Regulations.

1. Minimum lot area shall be five thousand (5,000) square feet, except that any dwellings, apartment house or dwelling group containing five or more dwelling units shall have not less than one thousand (1000) square feet of lot area for each dwelling unit, and provided further, that any building shall be so located on the lot as to be no closer than fifteen (15) feet or a distance equal to the height of the highest portion of the building proper, whichever is greater, to any other building, apartment house or dwelling group on the parcel or right-of-way.
2. Lot width shall be a minimum of fifty (50) feet measured at the actual building setback.
(Code 2007, 26-54)

Sec. 26-2-55. Setback Regulations.

1. Front Yard. The front yard setback shall be at least fifteen (15) feet from the established or future street right-of-way or property line.
2. Side Yard. The minimum side yard setback for the primary structure shall be five (5) feet; however, the setback shall be fifteen (15) feet on the street side of corner lots. An additional two and one-half (2-1/2) feet shall be added for each story in excess of one. The minimum side yard setback for an accessory structure shall be three (3) feet, however, the setback shall be fifteen (15) feet on the street side of corner lots.
3. Rear Yard. The rear yard setback for the primary structure shall be a minimum of thirty (30) feet on single frontage or corner lots, but shall be a minimum of twenty-five (25) feet on any double frontage lot. The minimum rear yard setback for an accessory structure shall be three (3) feet.
(Code 2007, 26-55)

Sec. 26-2-56. Conditional Uses.

The following uses will be permitted in the O-1 District provided that the use has been reviewed by the Community Development Department and approved by the City Commission:

1. Nursery school operated within a structure that has the external appearance of a dwelling.
2. Public utility structure such as a transformer, switching, pumping, and similar technical installations essential to the operation of a public utility.

3. Real estate office in connection with a specific development providing it is of a temporary nature and is not to be used as a dwelling unit or living quarters during the time it is used as an office, and further provided that it is limited to a period of one year unless the time is extended by the City Commission.
4. Storage structure or yard for equipment, material, or activity incidental to a specific construction project, provided it is of a temporary nature and is moved after the specific construction project is completed or work on the project has been dormant for a period of six (6) months, and further provided that it is limited to a period of one year.
5. Recreational facility (non-profit), such as community center, swimming pool, tennis club, provided it shall be located on an area of at least one acre.
6. Golf course provided it shall be located on a tract of land suitable in size and that issues of traffic and parking are addressed.
7. Church, provided a development plan is submitted and approved as required in the PUD district.
8. Hospital or clinic, but not animal hospital or clinic, or mental hospital.
- ~~9. Semi-professional or professional office.~~
10. Boarding or lodging house.
11. Private club or lodge, excepting those the chief activity of which is customarily carried on as a business.
12. Personal services, permitting such services as beauty shops, barber shops, massage parlors, auditors, and other similar activities not normally involving a tangible retail or wholesale product.
13. Mortuary, provided ample off-street parking is included with the facility at the rate of one (1) space for each two hundred (200) square feet of floor area plus one (1) space for each five (5) seats in the auditorium or chapel, and provided further, that access and egress be limited to two (2) driveways in locations approved by the City Manager and that all drives and off-street parking areas shall be surfaced with gravel, oil, or other higher type of paving surfacing. Any illumination or outside lighting shall be so arranged as to reflect away from contiguous R-1 and R-2 lots.
14. Studios, including photography, music or dance of a commercial nature, provided all musical activities are confined within the building or structure.
(Ord. 2010-393, eff. 2011-Jan-14; Code 2007, 26-56)

DIVISION 6. C-1 : LIMITED RETAIL / NEIGHBORHOOD COMMERCIAL DISTRICT

Sec. 26-2-61. In General.

This district is established as a mixed use neighborhood commercial district. An activity permissive in this district should attempt to locate in or near the City's "Central Business District". This district should contain the major bulk of the shopper's goods, specialty goods and professional services needed to satisfy the day-to-day requirements of the City's population. The district should also encourage in-fill housing, institutional uses, public buildings and spaces.

(Code 2007, 26-61)

Sec. 26-2-62. Uses Permitted.

The following uses are permitted without prior approval of the Commission.

1. Accessory Structures. Accessory structures including accessory living quarters which are units permitted on the same parcel of land or within the principal building with a conforming or non-conforming use, provided that such unit is not used as a commercial or industrial unit, that no other residential dwelling unit is located on the same parcel, and that detached units are located at least fifteen (15) feet from any other structure and is provided with water, sewer, and electrical service. Accessory Living quarters shall be permitted within the C-1 District but limited to the following:
 - (1) Accessory living quarters are secondary in use to the principal structure.
 - (2) No accessory building shall be used unless the principle building is being used.
 - (3) Accessory living quarters may be located within a second or third story of the primary use structure or the rear twenty-five percent (25%) of the primary structure.
 - (4) Accessory living quarters in the rear yard or behind the principle structure must be of a permanent nature, frame built with similar exterior construction materials as the principal structure.
2. Offices. Offices including clinics, medical or dental offices, professional offices, office building and office building groups that have compatible uses corresponding to high-density residential areas. Any use incidental to the office building or building group.
3. Hotel or Motel. Hotel or motel permitting any use incidental to a hotel or motel as regulated for offices in the preceding paragraph and provided further, that off-street parking is furnished at the rate of one (1) parking space for every motel or hotel room.
4. Institutions. This includes for human beings, sanitariums, libraries, museums, schools, orphanages, and homes for the aged and other similar institutional uses except disciplinary or mental institutions.
5. Retail and Service Establishments. This includes such facilities as a bank, barber shop, bakery, stationery store, book store, dry goods store, clothing store, tailor shop, millinery shop, drug store, laundry or dry cleaning, prescription store, gift shop, florist, furniture store, service station, building supplies, hardware, appliance, beauty shop, jewelry, package liquor store, notions or sundry store, photography, art supplies, radio or television shops, and other similar type establishments. Outdoor storage is not permitted in this district unless surrounded by a solid wall or fence between six to eight (6 to 8) feet in height.
6. Temporary Stands. Temporary stands are permitted provided that such stands shall be limited to a maximum period of sixty (60) days and shall be confined to the sale of Christmas trees, fireworks, seasonal fruits and vegetables, and other temporary or seasonal retail sales.
7. Studios. Studios may include photography, music or dance of a commercial nature, provided all musical activities are confined within the building or structure.
8. Mortuary.
(Code 2007, 26-62)

Sec. 26-2-63. Height Regulations.

Any building, dwelling or structure shall not exceed a height equal to one and one-half (1-1/2) times the width of the widest street right-of-way upon which the property adjoins; however, where

building or portion thereof is setback from the front lot line, said structure or portion thereof may be erected to an additional height equal to three (3) times such setback distances, and provided further, that any walls or fences shall be in compliance with regulations of the R-1 and R-2 Districts.

(Code 2007, 26-63)

Sec. 26-2-64. Area Regulations.

There are no lot size or area restrictions placed on C-1 District.

(Code 2007, 26-64)

Sec. 26-2-65. Setbacks Regulations.

1. Front Setback. No front yard required for non-residential buildings.
2. Side Setback. No side yard required for non-residential buildings except that on a lot abutting a residential district, there shall be a side yard of not less than fifteen (15) feet.
3. Rear Setback. No rear yard required except on a lot abutting a residential district, there shall be a rear yard of not less than thirty (30) feet.

(Code 2007, 26-65)

Sec. 26-2-66. Conditional Uses.

The following uses will be permitted in the C-1 District provided that the use has been reviewed by the Community Development Department and approved by the City Commission:

1. Nursery school operated within a structure that has the external appearance of a dwelling.
2. Public utility structure such as a transformer, switching, pumping, and similar technical installations essential to the operation of a public utility.
3. Real estate office in connection with a specific development providing it is of a temporary nature and is not to be used as a dwelling unit or living quarters during the time it is used as an office, and further provided that it is limited to a period of one year unless the time is extended by the City Commission.
4. Storage structure or yard for equipment, material, or activity incidental to a specific construction project, provided it is of a temporary nature and is moved after the specific construction project is completed or work on the project has been dormant for a period of six (6) months, and further provided that it is limited to a period of one year.
5. Recreational facility (non-profit), such as community center, golf course, swimming pool, tennis club, provided it shall be located on an area of at least one acre.
6. Hospital or clinic, but not animal hospital or clinic, or mental hospital.
- ~~7. Semi-professional or professional office.~~
8. Boarding or lodging house.
- ~~9. Personal services, permitting such services as beauty shops, barber shops, massage parlors, auditors, and other similar activities not normally involving a tangible retail or wholesale product.~~

10. Theaters and commercial auditorium.
11. Amusement centers, including dance halls, nightclubs, bowling alleys, billiard halls, boxing arenas, miniature golf course, games of skill and other similar activities.
12. Multiple Family Dwellings designed for two or more family units with the number of families in residence not exceeding the number of dwelling units provided. This may include apartments, duplex, townhouses and condominiums.
(Ord. 2010-393, eff. 2011-Jan-14; Code 2007, 26-66)

Sec. 26-2-67 to 26-2-70. Reserved.

DIVISION 7. C-2 : GENERAL COMMERCIAL AND WHOLESALE DISTRICT

Sec. 26-2-71. In General.

This district is established to permit the uses specified under the C-1 District, plus commercial activities of both retail and wholesale nature, designed to serve the community or tourists. This district includes those uses normally adjacent to a central business district, and of a magnitude not normally compatible with residential areas. Some minor industrial usage not associated with objectionable noise and activities are permitted.

(Code 2007, 26-71)

Sec. 26-2-72. Uses Permitted.

The following uses are permitted without prior approval of the Commission.

1. Accessory Structures. Accessory structures including accessory dwelling units which are units permitted on the same parcel of land or within the principal building with a conforming or non-conforming use, provided that such unit is not used as a commercial or industrial unit, that no other residential dwelling unit is located on the same parcel, and that detached units are located at least fifteen (15) feet from any other structure and is provided with water, sewer, and electrical service. and accessory dwelling units shall be permitted within the C-1 District but limited to the following:
 - (1) Accessory dwelling units are secondary in use to the principal structure.
 - (2) No accessory building shall be used unless the principle building is being used.
 - (3) Accessory dwelling units may be located within a second or third story of the primary use structure or the rear twenty-five percent (25%) of the primary structure.
 - (4) Accessory living quarters in the rear yard or behind the principle structure must be of a permanent nature, frame built with similar exterior construction materials as the principal structure.
2. Offices. Offices including clinics, medical or dental offices, professional offices, office building and office building groups that have compatible uses corresponding to high-density residential areas. Any use incidental to the office building or building group.
3. Hotel or Motel. Hotel or motel permitting any use incidental to a hotel or motel as regulated for offices in the preceding paragraph and provided further, that off-street parking is furnished at the rate of one (1) parking space for every motel or hotel room.

4. Institutions. This includes for human beings, sanitariums, libraries, museums, schools, orphanages, and homes for the aged and other similar institutional uses except disciplinary or mental institutions.
5. Retail and Service Establishments. This includes such facilities as a bank, barber shop, bakery, stationery store, book store, dry goods store, clothing store, tailor shop, millinery shop, drug store, laundry or dry cleaning, prescription store, gift shop, florist, furniture store, service station, building supplies, hardware, appliance, beauty shop, jewelry, package liquor store, notions or sundry store, photography, art supplies, radio or television shops, and other similar type establishments. Outdoor storage is not permitted in this district unless surrounded by a solid wall or fence between six to eight (6 to 8) feet in height.
6. Retail and Wholesale Stores, Businesses or Shops. These businesses allow for the manufacturing, compounding, processing, assembling or treating of products including such activities as carpentry, plumbing, sheet metal working, upholstering, sign painting, rubber or metal stamp manufacturing, interior decoration, catering, baking, jewelry or curio making, tin smithing, and printing provided such activities shall be conducted within an enclosed building having business, that the number of persons engaging in the manufacturing process or assembling shall not be more than ten (10), not including office, clerical or delivery personnel; and provided further, that any activities or product on such premises shall not be objectionable, due to odor, dust, smoke, noise, vibration or other cause.
7. Wholesale Facilities. Such facilities provided that a wall of at least seven (7) feet in height is surrounding any outdoor storage area shall be required adjacent to any residential area, more restrictive district, motel, tourist court, cafe, restaurant or outdoor recreation area which existed at the time the wholesale business is established.
8. Temporary Stands. Temporary stands are permitted provided that such stands shall be limited to a maximum period of sixty (60) days and shall be confined to the sale of Christmas trees, fireworks, seasonal fruits and vegetables, and other temporary retail sales.
9. Studios. Studios may including photography, music or dance of a commercial nature, provided all musical activities are confined within the building or structure.
10. Mortuary.
11. Amusement Enterprises. This can including such activities as in-door theater, billiard parlor, bowling alley, sports arena, dance hall, auditorium, miniature golf course, commercial swimming pool and other similar facilities, provided any exterior lighting shall be so arranged as not to reflect into any contiguous lower district.
12. Automotive, Farm Implement or Trailer Sales. This is permitted provided that any exterior or outdoor area shall be surfaced with gravel, oil or other high type paving, that all repair of automobiles or trailers shall be conducted within a completely enclosed building, and provided further, that a solid fence or wall shall be maintained at a height of six to eight (6 to 8) feet around all outdoor storage areas including those where inoperative motor vehicles are stored, and along contiguous lots having a more restrictive district, or a motel, restaurant, cafe or other tourist oriented business, or a mobile home park.

(Code 2007, 26-72)

Sec. 26-2-73. Height Regulations.

Any building, dwelling or structure shall not exceed a height equal to one and one-half (1-1/2) times

the width of the widest street right-of-way upon which the property adjoins; however, where building or portion thereof is setback from the front lot line, said structure or portion thereof may be erected to an additional height equal to three (3) times such setback distances, and provided further, that any walls or fences shall be in compliance with regulations of the R-1 and R-2 Districts.

(Code 2007, 26-73)

Sec. 26-2-74. Area Regulations.

There are no lot size or area restrictions placed on C-2 District.

(Code 2007, 26-74)

Sec. 26-2-75. Setback Regulations.

1. Front Setback. No front yard required for non-residential buildings.
2. Side Setback. No side yard required for non-residential buildings except that on a lot abutting a residential district, there shall be a side yard of not less than fifteen (15) feet.
3. Rear Setback. No rear yard required except on a lot abutting a residential district, there shall be a rear yard of not less than thirty (30) feet.

(Code 2007, 26-75)

Sec. 26-2-76. Conditional Uses.

The following uses will be permitted in the C-2 District provided that the use has been reviewed by the Community Development Department and approved by the City Commission:

1. Nursery school operated within a structure that has the external appearance of a dwelling.
2. Public utility structure such as a transformer, switching, pumping, and similar technical installations essential to the operation of a public utility.
3. Real estate office in connection with a specific development providing it is of a temporary nature and is not to be used as a dwelling unit or dwelling units during the time it is used as an office, and further provided that it is limited to a period of one year unless the time is extended by the City Commission.
4. Storage structure or yard for equipment, material, or activity incidental to a specific construction project, provided it is of a temporary nature and is moved after the specific construction project is completed or work on the project has been dormant for a period of six (6) months, and further provided that it is limited to a period of one year.
5. Recreational facility (non-profit), such as community center, golf course, swimming pool, tennis club, provided it shall be located on an area of at least one acre.
6. Hospital or clinic, but not animal hospital or clinic, or mental hospital.
- ~~7. Semi-professional or professional office.~~
8. Boarding or lodging house.
9. Private club or lodge, excepting those the chief activity of which is customarily carried on as a business.

~~10. Personal services, permitting such services as beauty shops, barber shops, massage parlors, auditors, and other similar activities not normally involving a tangible retail or wholesale product.~~

11. Minor industrial activities including such items as feed or fuel storage and sales, contractors equipment, storage rental or sales, radio or television transmitters, tires recapping or re-treading, lumber yards, cleaning or molding mills, and other similar light manufacturing processes, enclosed within the building and that any objectionable noise or odor shall be confined to the premises and provided further that the same is not contrary to general City and State laws.

12. Automobile wrecking yard, provided all activities are conducted within an enclosed building or within an outdoor area enclosed by a solid fence, wall or hedge at least seven (7) feet in height, and that all wrecked automobile bodies shall be stored on the ground, and provided further, that such yard shall be at least one hundred fifty (150) feet from residential or O-1 District, motel, restaurant or cafe, and provided further, that the same conforms to all City and State regulations.

13. Transportation terminal or trucks stop provided that suitable driveways and access locations are provided which will be acceptable to the Planning Administrator.

14. Printing, publishing, lithographing, blueprinting, Photostatting, and similar establishments.
(Ord. 2010-393, eff. 2011-Jan-14; Code 2007, 26-76)

Sec. 26-2-77 to 26-2-80. Reserved.

Staff Summary Report

MEETING DATE: January 23, 2018
AGENDA ITEM: XIV. BUSINESS ITEM (B)
AGENDA TITLE: Bid 2018-631 Animas River Diversion Project Change Order 1

ACTION REQUESTED BY: Public Works Department, Finance Department
ACTION REQUESTED: Approval of Bid 2018-631 Change Order 1
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- Bid 2018-631 was awarded to AJAC Enterprises on October 24, 2017. AJAC Enterprises was issued a Notice to Proceed effective December 24, 2017 with a contract substantial completion date of January 27, 2018.
- AJAC Enterprises has submitted two pay requests (through January 9, 2018) which have been approved and processed for payment. However, during the review of the second pay request, AJAC Enterprises and Clayton Harrison (project engineer) identified an error in the quantity for gabion baskets.
- A total of 472 cubic yards for baskets (includes baskets, rock and installation) will be installed rather than the 380 cy identified in the bid document. The error was human – the calculation was for 472, rounded up to 480 but amount entered was 380. The change order amount, without tax, is \$29,904.60.
- The project is on schedule and substantial completion is anticipated by January 20, 2018 (approximately 1 week ahead of contract requirements).

PROCUREMENT / PURCHASING

- 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

- FY18 Annual Adopted Budget, Joint Utility Fund, includes \$384,000 specific for this project.

Construction Contract w/ tax	\$290,808
Change Order 1 w/ tax	\$ 32,297

Amended Contract w/ tax

\$323,105

Sufficient funds currently exist to meet the financial obligation of the change order.

SUPPORT DOCUMENTS: Bid 2018-629 Change Order #1

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Bid 2018-631 Animas River Diversion Project Change Order 1 in the amount of \$29,904.60 plus tax.

CONTRACT CHANGE ORDER

CONTRACTOR: AJAC Enterprises 8359 Corona Loop Suite 100 Albuquerque, NM 87113	CHANGE ORDER No. 1 PROJECT: Animas River Diversion Project PROJECT No. 2018-631
OWNER: City of Aztec 201 W. Chaco, Aztec, NM 87410	ENGINEER: CHC Engineering, LLC 50 Valley Court, Durango, CO 81301
DATE OF ISSUE: 1/10/2018	EFFECTIVE DATE: 1/10/2018

The Contractor is hereby directed to make the following changes in the Contract Documents.

Description:
 The quantity of Gabion baskets was increased.

Reason for Change Order:
 The quantity of Gabion baskets on the bid sheet did not correctly reflect the quantity on the plans.

Attachments: *(List documents supporting change and justifying cost and time)*
 None

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$269,267.00 plus NMGRT	Original Contract Times: <i>(calendar days)</i> 45 Days
Net changes from previous Change Orders \$0 plus NMGRT	Net changes from previous Change Orders <i>(calendar days)</i> 0 Days
Contract Price Prior to this Change Order: \$269,267.00 plus NMGRT	Contract Times prior to this Change Order: <i>(calendar days)</i> 45 Days
Net Increase (decrease) of this Change Order: \$29,904.60 plus NMGRT	Net Increase (decrease) of this Change Order: <i>(calendar days)</i> 0 Days
New Contract Price with all Approved Change Orders: DATE OF ISSUE: 1/10/2018 \$299,171.60 plus NMGRT	New Contract Times with all Approved Change Orders: <i>(calendar days)</i> 45 Days

RECOMMENDED: (Engineer) CHC Engineers, LLC By: <i>R. Carrigan</i> Date: 1/10/2018	APPROVED: (Owner) City of Aztec By: Date:
ACCEPTED: (Contractor) By: <i>[Signature]</i> Date: 1-11-18	REVIEWED: (Funding Agency) By: NA Date:

Staff Summary Report

MEETING DATE:	January 23, 2018
AGENDA ITEM:	XIV. BUSINESS ITEM (C)
AGENDA TITLE:	Bid 2018-631 Animas River Diversion Project Change Order 2

ACTION REQUESTED BY:	Public Works Department, Finance Department
ACTION REQUESTED:	Approval of Bid 2018-631 Change Order 2
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

- Bid 2018-631 was awarded to AJAC Enterprises on October 24, 2017. AJAC Enterprises was issued a Notice to Proceed effective December 24, 2017 with a contract substantial completion date of January 27, 2018.
- This project (head gate and channel) was originally designed by Smith Engineering to be constructed as one project. The City terminated the contract with Smith Engineering in the fall of 2015 (disagreement over the river diversion design and progress of project).
- Due to funding availability, the head gate was replaced in 2016 using Smith's original design (Gold King Mine spill accelerated the head gate replacement). CHC Engineering was retained by the City to design the river diversion phase of the project based on the original work prepared by Smith Engineering.
- AJAC Enterprises has completed the majority of the project and, the week of January 15, attempted to flow water from the river through the head gate which was not successful.
- Through on-site inspection and original design review, it has been determined the original design would not allow water to flow into the head gate. The river flowline needed to be raised by approximately 12" allowing water to enter the head gate and proceed to the river pump station.
- CHC Engineering provided a construction solution to the project and verbal authorization was provided to AJAC Enterprises to proceed with the changes with an estimated increase in the cost to the project of \$13,940.36 (plus tax).
- The project remains on schedule and substantial completion is anticipated by January 20, 2018 (approximately 1 week ahead of contract requirements).

PROCUREMENT / PURCHASING

- 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

- FY18 Annual Adopted Budget, Joint Utility Fund, includes \$384,000 specific for this project.

Construction Contract w/ tax	\$290,808
Change Order 1 w/ tax	\$ 32,297 (11% increase to original contract)
Change Order 2 w/ tax	\$ 15,056 (5% increase to original contract)
Amended Contract w/ tax	\$338,161

Sufficient funds currently exist to meet the financial obligation of change order 2.

SUPPORT DOCUMENTS: Bid 2018-629 Change Order #2

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Bid 2018-631 Animas River Diversion Project Change Order 2 in the amount of \$13,940.36 plus tax.

CONTRACT CHANGE ORDER

CONTRACTOR: AJAC Enterprises 8359 Corona Loop Suite 100 Albuquerque, NM 87113	CHANGE ORDER No. 2 PROJECT: Animas River Diversion Project PROJECT No. 2018-631
OWNER: City of Aztec 201 W. Chaco, Aztec, NM 87410	ENGINEER: CHC Engineering, LLC 50 Valley Court, Durango, CO 81301
DATE OF ISSUE: 1/16/2018	EFFECTIVE DATE: 1/16/2018

The Contractor is hereby directed to make the following changes in the Contract Documents.

Description:

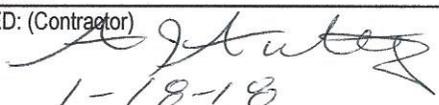
Change river grading

Reason for Change Order:

The original design did not allow water to flow into the head gate. The river flowline needed to be raised such that water could enter the head gate and proceed to the river pump station. A section of Gabion was added to help prevent scouring of the added fill.

Attachments: *(List documents supporting change and justifying cost and time)*

Negotiated prices from contractor. Hours are estimated.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <p style="text-align: right;">\$269,267.00 plus NMGRT</p>	Original Contract Times: <i>(calendar days)</i> <p style="text-align: right;">45 Days</p>
Net changes from previous Change Orders <p style="text-align: right;">\$29,905 plus NMGRT</p>	Net changes from previous Change Orders <i>(calendar days)</i> <p style="text-align: right;">0 Days</p>
Contract Price Prior to this Change Order: <p style="text-align: right;">\$299,171.60 plus NMGRT</p>	Contract Times prior to this Change Order: <i>(calendar days)</i> <p style="text-align: right;">45 Days</p>
Net Increase (decrease) of this Change Order: <p style="text-align: right;">\$13,940.36 plus NMGRT</p>	Net Increase (decrease) of this Change Order: <i>(calendar days)</i> <p style="text-align: right;">0 Days</p>
New Contract Price with all Approved Change Orders: DATE OF ISSUE: 1/16/2018 <p style="text-align: right;">\$313,111.96 plus NMGRT</p>	New Contract Times with all Approved Change Orders: <i>(calendar days)</i> <p style="text-align: right;">45 Days</p>
RECOMMENDED: (Engineer) CHC Engineers, LLC By: <i>R. Carrillo</i> Date: 1/16/2018	APPROVED: (Owner) City of Aztec By: Date:
ACCEPTED: (Contractor)  By: Date: 1-18-18	REVIEWED: (Funding Agency) By: NA Date:

River Diversion Regrading

Item	Unit	Quantity	Unit Cost	Total
Dozer	HR	30	\$ 210.00	\$ 6,300.00
Track Hoe	HR	30	\$ 160.00	\$ 4,800.00
Gabion	CY	7.2	\$ 325.05	\$ 2,340.36
Surveyor	LS	1	\$ 500.00	\$ 500.00
				<u>\$ 13,940.36</u>