

A G E N D A
CITY OF AZTEC
CITY COMMISSION WORKSHOP
July 23, 2019
201 W. Chaco, City Hall
5:15 p.m.

5:15 P.M.

San Juan County Crimestoppers Discussion

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

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| MEETING DATE: | July 23, 2019 |
| AGENDA ITEM: | Workshop – San Juan County Crimestoppers Agreement |
| AGENDA TITLE: | San Juan County Crimestoppers Agreement discussion |

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| ACTION REQUESTED BY: | City Manager |
| ACTION REQUESTED: | Discuss San Juan Crimestoppers Agreement |
| SUMMARY BY: | City Staff |

PROJECT DESCRIPTION / FACTS

Aztec is party to an agreement between San Juan County, Farmington, Bloomfield and San Juan County Crime Stoppers Inc. regarding the operation of a county-wide crime prevention program. The agreement among all parties became effective December of 2018 and will renew automatically July 1 of each year unless terminated as described in the agreement.

Each party contributes annually to the operation of the Program in the following percentages:

1. The City of Aztec: (15%)
2. The City of Bloomfield: (15%)
3. The City of Farmington: (35%)
4. San Juan County: (35%)
5. San Juan County Crime Stoppers, Inc.: (*All costs of operation other than the Executive Director's salary and benefits)

Aztec's total share of costs was \$3,505.92 in FY19 (director position was vacant for several months during the fiscal year) and will be \$9,694.80 in FY20.

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| SUPPORT DOCUMENTS: | San Juan County Crimestoppers Agreement |
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| DEPARTMENT'S RECOMMENDED MOTION: |
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AG E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
July 23, 2019
201 W. Chaco, City Hall
6:00 p.m.

I. CALL TO ORDER

II. INVOCATION AND PLEDGE OF ALLEGIANCE

United States Pledge of Allegiance

New Mexico Pledge of Allegiance

I Salute the Flag of the State of New Mexico and the Zia Symbol of Perfect Friendship among United Cultures

III. ROLL CALL

IV. APPROVAL OF AGENDA ITEMS

V. CONSENT AGENDA

- A. Commission Meeting Workshop Minutes July 9, 2019
- B. Commission Meeting Minutes July 9, 2019
- C. Resolution 2019-1140 Polling Place Designation for Municipal Election 2020
- D. Voting Delegate and Alternate NMML Annual Conference
- E. Destruction of Utility Administration and Motor Vehicle Records
- F. RFP 2014-225 Russell Planning & Engineering Contract- N Main Corridor
- G. Youth Conservation Corp Grant Application Approval
- H. Aztec Soccer Association Field Lease Agreement
- I. Approval of Remedial Work For The Gas Well Named "Wright #1"
- J. Approval of Remedial Work For The Gas Well Named "Current #2"
- K. Approval of Remedial Work For The Gas Well Named "Hampton #3"
- L. Letter of Support for San Juan County Grant Application

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"

VI. ITEMS REMOVED FROM CONSENT AGENDA

VII. PROCLAMATION

None

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VIII. PRESENTATIONS

None

IX. CITIZENS INPUT (3 Minutes Maximum)

X. BUSINESS ITEMS

None

XI. QUASI JUDICIAL HEARINGS (LAND USE)

None

XII. COMMISSIONER, CITY MANAGER, DEPARTMENT REPORTS

XIII. ADJOURNMENT

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

Note: A final agenda will be posted 72 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410.

1 CITY OF AZTEC
2 WORKSHOP MEETING MINUTES
3 July 9, 2019
4

5 **I. CALL TO ORDER**
6

7 Mayor Snover called the Workshop to order at 5:20 pm at the Aztec City
8 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.
9

10 MEMBERS PRESENT: Mayor Victor Snover; Mayor Pro-Tem Fry;
11 Commissioner Sherri Sipe; Commissioner,
12 Mark Lewis; Commissioner Randall
13

14 MEMBERS ABSENT: NONE
15

16 OTHERS PRESENT: City Manager Steve Mueller; Finance Director
17 Kathy Lamb; City Attorney Nicci Unsicker;
18 Community Development Director Steven
19 Saavedra; Project Manager Ed Kotyk; City
20 Clerk Karla Saylor; see attached sign in sheet
21

22 **A. FY 2020 Youth Conservation Corps.**

23 Jeff Blackburn explained how the current YCC project at Riverside was
24 going. Ed Kotyk explained that the project for 2020 was cut down some
25 because of budget. Next year's project will be in Minium Park doing some
26 work around the splash pad area and parking lot. He explained that he and
27 Jeff will work up another 5 year plan this fall. Ed mentioned that he is looking
28 into different ideas for shading.

29 Two areas have been looked at for a dog park, the space we have at Tiger
30 and also an area behind the Animal Shelter. It was brought up by Mayor Pro-
31 Tem if YCC can be used to help elderly people with their yards? Kris Farmer
32 mentioned that they can't do that because it benefits just one person instead
33 of the community. North Main can be something to look at in the future. The
34 YCC will be on the next Commission Agenda so that we can get it submitted
35 in time.
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37 **II. ADJOURNMENT**
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39 Moved by Mayor Snover to adjourn the meeting at 5:50 p.m.
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Mayor, Victor C. Snover

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Sherlynn Morgan, Administrative Assistant

1
2 CITY OF AZTEC
3 COMMISSION MEETING MINUTES
4 July 9, 2019
5

6 **I. CALL TO ORDER**
7

8 Mayor Victor Snover called the Meeting to order at 6:01 pm at the Aztec City
9 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.
10

11 **II. INVOCATION AND PLEDGE OF ALLEGIANCE**
12

- 13 A. Invocation (led by Commissioner Randall)
14 B. United States Pledge of Allegiance (led by Commissioner
15 Randall)
16 C. New Mexico pledge of Allegiance (led by Commissioner Randall)
17

18 **III. ROLL CALL**

19 Members Present: Mayor Victor Snover; Mayor Pro-Tem Fry;
20 Commissioner Sipe; Commissioner Mark
21 Lewis; Commissioner Austin Randall
22

23 Members Absent: NONE
24

25 Others Present: City Manager Steve Mueller; City Attorney Nicci Unsicker;
26 Project Manager Ed Kotyk; City Clerk Karla Sayler (see
27 attendance sheet)
28

29 **IV. APPROVAL OF AGENDA ITEMS**
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31 MOVED by Commissioner Randall to approve the agenda with the
32 removal of Quasi-Judicial Hearings Item (A) SECONDED by Commissioner
33 Lewis
34

35 All voted Aye: Motion passed five to zero
36

37 **V. CONSENT AGENDA**
38

- 39 A. Commission Meeting Workshop Minutes June 25, 2019
40 B. Commission Meeting Minutes June 25, 2019
41 C. Water Purchase Contract Between Flora Vista Water Users Association and
42 City of Aztec-Amendment #2
43 D. Records Destruction Finance Department
44 E. RFP2019-696 Utility Bill Print & Mail Services
45 F. Aztec Roping Association Agreement
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MOVED by Commissioner Sipe to Approve the Consent Agenda as given with the exception of item (F) SECONDED by Commissioner Randall

All voted Aye: Motion passed five to zero

VI. ITEMS REMOVED FROM CONSENT AGENDA

(F) Aztec Roping Association Agreement

Mayor Snover asked for an explanation about the Roping Club and what they do. Jeff Blackburn explained that the arena had been there since the 50's even before the park was there. We built the park around the arena. The Mayor had issue with the sport of roping calves. Jeff explained that this group is the easiest to handle because they are self-sufficient.

MOVED by Commissioner Sipe to Approve the Aztec Roping Association Agreement SECONDED by Commissioner Lewis

Four voted Aye the Mayor voted Nay: Motion passed four to one

VII. PROCLAMATION

NONE

VIII. PRESENTATIONS

NONE

IX. CITIZENS INPUT (3 Minutes Maximum)

Dustin Farnsworth mentioned the sidewalks on Parkland Drive. He has talked to the City before and he is not sure about when they will get repaired.

X. BUSINESS ITEMS

A. Intent to Adopt Ordinance 2019-493 Cell Phone Use

Mayor Snover mentioned that he has been working with the City Manager on an Ordinance for cell phone use. He mentioned that he knows that it is not full proof but would like something that helps to prevent distracted driving. A lot of Cities are trending this way and it is time that we joined the other cities. He mentioned that this a public safety issue.

Commissioner Lewis asked if this was State Law. The state law is only for texting. Some even had issues with the hands free. The fines are 1st

92 \$105, 2nd \$180 and 3rd \$330 and these are all doubled in an active school zone.
93 Chief Heal mentioned that it is not just cell phones but any form of distracted
94 driving.

95
96 MOVED by Mayor Pro-Tem Fry to Approve the Intent to Adopt Ordinance 2019-
97 493: Amending Chapter 24 Traffic to Include using a Handheld Mobile
98 Communication Devices as a Violation and Section 1-12 to include Penalty and
99 Fees for Such Violation SECONDED by Commissioner Randall

100
101 A Roll Call was Taken: All voted Aye: Motion passed five to zero

102
103 **XI. QUASI JUDICIAL HEARINGS (LAND USE)**

104
105 A. OG 19-02 Recompletion “Hydraulic Fracturing” of the Bruington Gas Com C#1R
106 gas well (PULLED)

107
108 B. AZ 19-02 Zone Change request from R-1 Single-Family Dwelling District to R-2
109 Multiple-Family Dwelling District

110
111 Mayor Snover read the Land Use Script and asked if there were any bias or
112 conflicts by the Commission to hear this case.

113
114 Community Development Director Steven Saavedra explained that this is a Zone
115 Change for 507 White Ave, the Applicant is Myron Voorhis. ZC 19-02 - Zone Change
116 request from R-1 Single-Family Dwelling District to the R-2 Multiple-Family Dwelling
117 District. 507 White Ave. He reviewed and summarized all the details from the staff
118 summary with commission.

119 **Summary**

120 The petitioner requests a zone change to the R-2 Multiple-Family Dwelling District from
121 the R-1 Single-Family Dwelling District for approximately 0.16 acres, located at 507
122 White Ave, Aztec, NM 87410. The petitioner seeks the zone change in order to comply
123 with Chapter 26 land use regulations. Additionally, a waiver to the 600 square feet floor
124 area and rear setback for the secondary structure is requested to bring the parcel,
125 structures, and use into compliance. The petitioner seeks to rehabilitate the subject
126 property, which includes two residential dwelling units currently located on the parcel.
127 According to San Juan County Assessor’s Office, the primary residential dwelling unit
128 was built in 1937 and is 1,080 square feet in size. The secondary structure is 395
129 square feet and built in 1945. Both structures are single-story units.

130
131 Pursuant to COA 26-2-36(1) an accessory Dwelling Unit is allowed with an approved
132 conditional use permit in the R-1 Single-Family Dwelling District. Unfortunately, there is
133 no conditional use permit on file for 507 White Ave. Additionally, the applicant indicated
134 he would not reside at the subject property. Both units are intended to be utilized as

135 rental residential dwelling units. Therefore, the R-2 Multiple Family Districts complies
136 with the intended use.

137 **R-1 Single-Family Dwelling District**

138 This district is regulated to permit single-family residential development, certain
139 structures and land uses required to serve governmental, educational, non-commercial
140 recreation, public utility installations, and other compatible public needs (COA 26-2-31).

141 **R-2: Multiple-Family Dwelling District**

142 This district is regulated to permit all uses permitted in the R-1 district, multi-family
143 dwellings, apartments, condominiums, and townhouses. No building, structure or land
144 use shall be used, altered or created for any purpose other than those designated for
145 this district (COA 26-2-41).

146 **Analysis**

147 Pursuant to Chapter 26 Land Use Regulation, the regulations, restrictions, and
148 requirements of this ordinance have been made in accordance with the Comprehensive
149 Plan of the City of Aztec (July 2002), and are intended to promote the general health,
150 safety, and welfare of the residents of Aztec. Such regulations, restrictions, and
151 requirements are deemed necessary in order to regulate and restrict within the
152 Corporate Limits of the City of Aztec, as they exist at any given time (Code 2007, 26-3).
153 Community Development notes all public notice requirements have been made in
154 advance of the hearing and no comments related to the requested application were
155 received. The determination of appropriateness for granting or denying the zone
156 change rests with the consistency of applicable statutes, codes, policies and with the
157 Commission's analysis of the impacts to the surrounding properties and the community
158 at large.

159 **▪ Consistency with the Comprehensive Plan:**

160 The Comprehensive Plan encourages multi-family housing in Aztec. Therefore, the
161 requested application is consistent with Aztec's 2002 Comprehensive Plan.
162 Increasing the supply of housing units mitigates the cost of housing in Aztec with
163 other conditions remaining the same. Additionally, the applicant intends to
164 rehabilitate the property and structures.

165 **▪ Creation of adverse impacts and the ability to mitigate these impacts:**

166 The change from the R-1 to R-2 District should not create any adverse impacts to
167 the surrounding area. The subject property has had two residential dwelling units for
168 74-years. The change from R-1 to R-2 changes the zoning. However, the use by in
169 large remains the same.

170 That being said, increasing density can increase noise, traffic, waste, and other
171 issues. The property owner needs to ensure the property, and the tenants are in
172 good standing at all times. Additionally, the property owner needs to ensure back
173 access to the alley remains free and clear of obstructions for access.

174 **▪ The ability of the proposed use to be accomplished by the proposed zoning**
175 **district:**

176 The R-2 District allows the petitioner to accomplish the proposed residential use and
177 will permit the proposed dwelling units by right.

178 **▪ The suitability of the land for the proposed development:**

179 The subject property was operating as a nonconforming use. Two (2) residential
180 dwelling units on the same parcel of property without an approved conditional use
181 permit is a violation of COA 26-2-36 and 26-2-31. Rezoning to the property to the R-
182 2 District brings the property in conformity with Aztec's Land Use Regulations.

183 **▪ The existence of or the applicant's ability and willingness to provide adequate**
184 **public facilities:**

185 The residential dwelling units are required to connect to water, sewer, trash and
186 electric utilities. Pursuant to COA 21-26 "It shall be the responsibility of the resident
187 to deliver the receptacles to such point for collection and return the empty
188 receptacles from such points to the usual place of storage, within twenty-four (24)
189 hours of collection".

190 **▪ Whether the proposed zoning constitutes a spot zone:**

191 A spot zoning is, where a particular tract within a larger area is specifically zoned to
192 impose upon it restrictions not imposed upon the surrounding lands, or grant to it
193 special privileges. The proposed zone change does constitute a spot zone, as the
194 requested zone change is not adjacent to an R-2 District. However, 507 White Ave
195 is approximately 82-feet away from an apartment complex zoned C-2, located at 307
196 Aztec Blvd.

197 **▪ Compatibility of the proposed zoning and land uses with the present zoning**
198 **and conforming uses of nearby property and the character of the**
199 **neighborhood:**

200 Various dwelling units surround the said property. These residential are primarily
201 single-family site built homes, outside of the apartment complex located at 307 Aztec

202 Blvd. The requested zone change is partially compatible with the character of the
203 neighborhood.

204 Carolann Rainie mentioned that the property in question has been around for a
205 long time, she feels the zone change will set a precedence and does not want to see
206 that in her neighborhood.

207 The applicant Myron Voorhis mentioned that he want to rent out the property
208 bring it up to code and would like to move forward with the project. He mentioned
209 that it will help with the resale value if it is ever to be sold.

210 Mike Padilla lives across the street and is in support of moving forward.

211 Commission felt that with the remodeling it will save a couple of houses and
212 improve the neighborhood.

213 Mayor Snover closed the hearing to testimony.

214 MOVED by Commissioner Sipe, SECONDED by Commissioner Randall To approve
215 Zone Change 19-02, a request from Myron Voorhis, for a zone change from the R-1
216 Single-Family District to the R-2 Multiple-Family District with waivers to the square foot
217 requirement and rear yard setback for the secondary structure for property located at
218 507 White Ave with the following conditions:

- 219 1. Parking for the secondary dwelling unit cannot occur in the access alley; parking
220 has to remain on the parcel of property at all times. Solid waste polycarts cannot
221 be placed in the alley.
- 222 2. Access to the alley needs to remain clear and free from obstruction. The
223 property owner is required to maintain the alley section for 507 White.
- 224 3. Rehabilitation of the dwelling units needs to be performed and in compliance with
225 San Juan County's Building Division and the City of Aztec Land Use Regulations.

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227 **XII. COMMISSIONER, CITY MANAGER, DEPARTMENT REPORTS**
228

229 City Manager Steve Mueller mentioned the Employee Association Picnic will be on
230 Thursday at Cap Walls Park and City Offices will be closing at noon. On July 20th in
231 Albuquerque he has the NMML Resolutions Committee. He mentioned that Karla sent
232 an email for the voting delegates and alternates for NMML Business Meeting at the
233 Annual Conference in Las Cruces on August 28, 2019. He mentioned that Connie
234 Mack delegate's night will be July 31st.

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236 Commissioner Lewis mentioned that there were a lot of fun things in the
237 Community for the July 4th and it was good to be involved.

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Commissioner Sipe mentioned that the Gold Star Banquet was a great opportunity to be able to attend.

Mayor Pro-Tem Fry mentioned she enjoyed the Gold Star Banquet. She received a notice that 4CED will have a membership drive on July 17th at 8:30 at San Juan College Quality Center.

Mayor Snover gave an early Birthday wish to Commissioner Sipe. He thanked the City for the opportunity to attend the Gold Star Banquet. He was at the very first dedication with Woody Williams. He mentioned that July 4th went well and school will be starting soon.

Chief Heal mentioned National Night Out on July 16th and they have been working on advertising to get people out.

City Clerk Karla Sayler mentioned that we may need to have a special meeting next week for an election resolution, she has an email into the County Clerk.

XIII. ADJOURNMENT

Mayor Snover moved to adjourn the meeting at 7:12 pm SECONDED by Commissioner Sipe

Mayor, Victor Snover

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Sherlynn Morgan, Administrative Assistant

Staff Summary Report

MEETING DATE: July 23, 2019
AGENDA ITEM: V. CONSENT AGENDA (C)
AGENDA TITLE: Resolution 2019-1140 Designation of Election Day Polling Place

ACTION REQUESTED BY: City Clerk
ACTION REQUESTED: Approval of Resolution 2019-1140 Designation of Election Day Polling Place
SUMMARY BY: Karla Sayler

PROJECT DESCRIPTION / FACTS

- Pursuant to HB 407 related to Elections and amending the Election Code passed by State Legislature on April 4, 2019 section 1-22-3.1(8) the Governing Body may act in place of County Commission regarding establishing polling places and consolidating precincts
- This resolution is designating the polling places for Early Voting which will be in the City Clerk's Office 201 W. Chaco and the polling place for Election day on March 3, 2020 which will be at Aztec City Hall, 201 W. Chaco.

SUPPORT DOCUMENTS: Resolution 2019-1140

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2019-1140 Designation of Early Voting and Election Day Polling Places

**CITY OF AZTEC
RESOLUTION NUMBER 2019-1140**

**A Resolution Designating the Location of an Election Day Polling Place
for the Municipal Officer Election Conducted in 2020**

WHEREAS, pursuant to House Bill Approved 2019 Section 1-22-3.1.D(8) the Governing Body may act in place of County Commission regarding establishing polling places and consolidating precincts; and

WHEREAS, the Governing Body of the City of Aztec finds that consolidating precincts, will not result in delays in the voting process, and are centrally located along with the Early Voting location will be available to voters of all precincts in the City of Aztec to cast a vote at the designated polling place; and

WHEREAS, the Governing Body of the City of Aztec finds that the polling place provides individuals with physical mobility limitations unobstructed access to at least one voting machine; and

NOW, THEREFORE, BE IT RESOLVED that:

All precincts and portions of precincts that fall within the municipal boundaries of the City of Aztec shall be combined into one consolidated precinct.

The Governing Body of the City of Aztec designates the Election Day polling place (voting convenience center) for the Municipal Officer Election to be conducted on March 3, 2020 as follows:

City of Aztec
201 W. Chaco
Aztec, NM 87410

Early Voting will be conducted in the office of the Municipal Clerk located at 201 W. Chaco, Aztec, NM 87410.

PASSED, APPROVED, and ADOPTED this 23rd day of July, 2019.

Victor Snover, Mayor

SEAL

ATTEST:

Karla Saylor, City Clerk

Staff Summary Report

MEETING DATE: July 23, 2019
AGENDA ITEM: V. CONSENT AGENDA (D)
AGENDA TITLE: Appointment of 2019 New Mexico Municipal League (NMML) Annual Conference Voting Delegates-annual Business Meeting

ACTION REQUESTED BY: City Commission
ACTION REQUESTED: Approve Voting Delegates for NMML Annual Conference Business Meeting
SUMMARY BY: Karla Saylor

PROJECT DESCRIPTION / FACTS

- The 62nd Annual NMML Conference will be held August 28-30, 2019 in Las Cruces, NM.
- The League has requested that each Municipality appoint a voting delegate and an alternate to participate in the Annual Business Meeting on Thursday.
- Governing Body members who plan to attend this conference are: Mayor Victor Snover, Mayor Pro-Tem Fry, Commissioner Sherri Sipe, Commissioner Mark Lewis and City Manager Steve Mueller.
- It is recommended that Commissioner Sherri Sipe be appointed as the voting delegate and Mayor Victor Snover be appointed the alternate.

Note: The league has requested that the attached memo be returned to them by August 21, 2019.

SUPPORT DOCUMENTS: Memo from the New Mexico Municipal League

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Commissioner Sherri Sipe as the Voting Delegate and Mayor Victor Snover as the Alternate Voting Delegate for the 2019 Annual New Mexico Municipal League Business Meeting.



MUNICIPAL CLERKS: PLEASE DISTRIBUTE COPIES TO YOUR ENTIRE GOVERNING BODY

TO: MAYORS/GOVERNING BODY MEMBERS
FROM: William F. Fulginiti, Executive Director
SUBJECT: 2019 ANNUAL CONFERENCE VOTING DELEGATES
DATE: July 3, 2019

The 62nd Annual Conference of the NM Municipal League will be held August 28th through the 30th in Las Cruces.

At the Annual Business Meeting on Thursday, August 29th, a President Elect, Vice President, Treasurer and three Directors-at-Large for a 2-Year Term will be elected. Also, the *Annual Statement of Municipal Policy, Annual Resolutions*, and amendments to the *NMML Bylaws* will be adopted.

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

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

Please place the selection of a Voting Delegate and Alternate on the agenda of your next official governing body meeting. **The Voting Delegate and Alternate must be persons planning to attend the Conference.** Once they are selected, enter the names and titles of the Voting Delegate and Alternate for your municipality and **return this form to the League Office no later than Wednesday, August 21, 2019.**

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

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

Municipality: City of Aztec

Voting Delegate: Sherry Sipe Title: Commissioner

Alternate: Victor Snover Title: Mayor

Approved By: _____

RETURN BY AUGUST 21, 2019 to:

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

Staff Summary Report

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| MEETING DATE: | July 23, 2019 |
| AGENDA ITEM: | V. CONSENT AGENDA (E) |
| AGENDA TITLE: | Destruction of Utility Administration & Motor Vehicle Records |

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| ACTION REQUESTED BY: | Utility Administration and Motor Vehicle Department |
| ACTION REQUESTED: | Approval of Utility Administration and Motor Vehicle Records Destruction |
| SUMMARY BY: | Delain George |

PROJECT DESCRIPTION / FACTS (Leading Department)

- On May 14, 2019, City Commission approved Resolution 2019-1133, the New Mexico Municipal Records and Retention Schedule.
- The Utility Administration and Motor Vehicle Department have taken inventory of records ready for destruction using the guidelines outlined under the New Mexico Municipal Records and Retention Schedule.
- If Commission approves the documents to be destroyed, a Commercial Document Shredding Company will be contacted to destroy on-site, the identified records, listed in the supporting document of this summary.

TECHNICAL INPUT (Supporting Departments)

- Documentation providing identification/proof of shredded records will be signed by the Utility Office Business Office Director and certified and held by the City Clerk.

FISCAL INPUT (If applicable, Finance Department)

- FY2020 expense is budgeted and is expected to be approximately \$200.00.

| | |
|---------------------------|---|
| SUPPORT DOCUMENTS: | Document list of records to be destroyed, Destruction of City Documents |
|---------------------------|---|

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Destruction of Utility Administration and Motor Vehicle Department Records as inventoried on 7/11/2019.

Utility Administration and Motor Vehicle Department
List of Records Ready for Destruction
as of July 11, 2019

| RECORD # | RECORD TYPE | DOCUMENT DESCRIPTION | DATE | RETENTION PERIOD | DESTRUCTION METHOD | COMMENTS |
|-----------|----------------|---|---------|----------------------------------|--------------------|--------------------------|
| 18.01.002 | General | Administrative Files | FY14 | 5 years | Shred | |
| 18.01.002 | General | Department Budget Work Papers | FY16 | 3 yrs after close of fiscal year | Shred | Departmental copies |
| 18.01.006 | General | Non-Material Records - blank forms etc.. | FY19 | None | Shred | |
| 18.01.017 | General | Park Pavilions Rental, waiver of liability etc... | FY16 | 3 yrs after close of fiscal year | Shred | |
| 18.01.034 | General | Press Releases | | Until superseded or obsolete | Shred | Available electronically |
| 18.03.002 | Finance | Court Summary Reports/Receipts | FY16 | 3 yrs after close of fiscal year | Shred | Available electronically |
| 18.03.002 | Finance | Daily Cash Reports/reconciliation/transactions f | FY16 | 3 yrs after close of fiscal year | Shred | Available electronically |
| 18.03.002 | Finance | Utility Billing Registers | FY16 | 3 years after audit report | Shred | Available electronically |
| 18.03.002 | Finance | Utility Payment Stubs/Receipts | FY16 | 3 yrs after close of fiscal year | Shred | |
| 18.03.002 | Finance | Voucher for Utility Assistance Program | FY16 | 3 yrs after close of fiscal year | Shred | |
| 18.03.005 | Finance | Collection files | FY16 | 3 yrs after audit report | Shred | Available electronically |
| 18.04.026 | Clerk | Motor Vehicle Surety Bonds | | 10 years after Exp. w/no claims | None at this time | |
| 18.04.026 | Community | Special Event Permits, Cert of Ins, Release | | | | |
| 18.04.027 | Development | of Liability | FY17 | 2 yrs after event occurs | Shred | Available electronically |
| 18.06.002 | Clerk | Business License/Registration Records | FY16 | 3 yrs after close of fiscal year | Shred | Available electronically |
| 18.06.012 | Clerk | Liquor License Records | FY16 | 3 yrs after close of fiscal year | Shred | Available electronically |
| 18.13.005 | Public Utility | Meter Reading Files, consumption reports | FY16 | 3 yrs after close of fiscal year | Shred | Available electronically |
| 18.13.009 | Public Utility | Customer applications, correspondence | Expired | Until superseded or obsolete | Shred | Available electronically |
| 18.13.012 | Public Utility | Utility Maintenance Files reports etc.. | FY16 | 3 yrs after close of fiscal year | Shred | Available electronically |
| 18.13.013 | Public Utility | Bank Draft applications | Expired | Until superseded or obsolete | Shred | |
| 18.13.013 | Public Utility | Budget Billing Applications | FY16 | 3 yrs after close of fiscal year | Shred | |
| 18.13.013 | Public Utility | Customer Payment arrangements | Expired | Until superseded or obsolete | Shred | |
| 18.13.013 | Public Utility | LIHEAP reports and correspondence | FY16 | 3 yrs after close of fiscal year | Shred | |
| 18.13.013 | Public Utility | Various Service Files,logs, service requests | FY16 | 3 yrs after close of fiscal year | Shred | Available electronically |
| 18.13.013 | Solid Waste | Work Orders/Job Tickets | FY16 | 3 yrs after close of fiscal year | Shred | Available electronically |
| 18.13.014 | Public Utility | Listing of Disconnect Notices and Delinquents | FY16 | 3 yrs after close of fiscal year | Shred | Available electronically |
| 18.13.13 | Public Utility | Work Orders | FY16 | 1 yrs after close of fiscal year | Shred | Available electronically |
| 18.19.001 | Housing | Releases/Certifications for tenant eligibility | FY16 | 3 yrs after close of fiscal year | Shred | Available electronically |
| 18.20.001 | Motor Vehicle | Commercial Drivers Certification Files | FY16 | 3 years from date of issuance | Shred | Available electronically |

Staff Summary Report

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| MEETING DATE: | July 23, 2019 |
| AGENDA ITEM: | V. CONSENT AGENDA (F) |
| AGENDA TITLE: | RFP 2014-225 Russell Planning & Engineering Contract-N. Main Corridor |

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| ACTION REQUESTED BY: | City Staff |
| ACTION REQUESTED: | Approval of RFP 2014-225 Russell Planning & Engineering Contract-N. Main Corridor |
| SUMMARY BY: | Kathy Lamb |

PROJECT DESCRIPTION / FACTS

Acronyms:

NMDOT – New Mexico Department of Transportation
FEMA – Federal Emergency Management Administration
USACE – United States Army Corp of Engineers

- Original Contract: Approved by City Commission during the August 26, 2013 regular meeting, RFP 2014-225 was awarded to Russell Planning & Engineering (RPE) for design services of the North Main Corridor connecting Main Avenue to the Aztec Ruins National Monument. Elements of the design include plaza area, trails, landscaping, roadway, sidewalks and utilities.
- August 2014 to April 2016 amendments and change orders to the original contract were approved by the City Commission, the result of changes in scope of services to be provided (amendments) and cost increases to previously approved services (change orders).
- Legislative funding appropriated to the City this calendar year will allow the City to move forward with this project. Due to the lapse in time, design and specifications require review and update for NMDOT, FEMA and USACE.
- RPE has submitted a cost proposal which will update the design and prepare the project to be ready to bid this fall. Their cost proposal identifies items which are included and several which are not. It is anticipated there may be additional costs specific to the level of coordination with NMDOT.
- Electric and irrigation infrastructure are being coordinated by the City and are not included in RPE's proposal.

PROCUREMENT

- Qualification based proposals in response to the City's Request for Proposal (RFP) 2014-225 were received on June 20, 2013. Proposals were evaluated, finalists were interviewed, and ultimately, a contract was negotiated with RPE. The scope of services included in RFP 2014-225 include preliminary engineering, preliminary design, agency coordination, final construction documents and bid documents, bidding phase and construction services.

- Original Contract, Amendments & Change Orders: \$268,925.14
- Fee Proposal to Update Design \$ 39,090.00
- NMSA 1978 13-1-150.B Multi Term Contracts Professional Services may not exceed four years, for this reason, a sole source notice advising of the City's intent to continue with RPE on this project was posted on June 27, 2019. As of July 18, 2019, no protests to the sole source have been received.

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| FISCAL IMPACTS |
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- The North Main project has been included in the FY20 Annual Budget in the Capital Projects Fund.
- Staff requests City Commission approval to authorize the City Manager to approve additional cost modifications to the re-design efforts up to \$20,000. This will allow the design process to continue without interruption.

SUPPORT DOCUMENTS: Russell Planning and Engineering North Main Extension Re-Design Civil Fee Estimate, July 7, 2019

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Russell Planning and Engineering North Main Re-Design Civil Fee Estimate of July 7, 2019 and authorize the City Manager to approve additional cost modifications to this estimate not to exceed \$20,000

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|--|------------------|--------------------|
| City of Aztec | | |
| Aztec North Main Extension Re-Design - Civil Fee Estimate | | |
| | | 7-Jul-19 |
|  | | |
| Description | | TOTAL FEES |
| Revisions to Previous Design | | |
| Water and Sewer Revisions requested | | \$3,520 |
| Incorporate Previous Phase 1 Revision | | \$2,880 |
| Update Lift Station Location, pipe runs, flow calcs. | | \$1,960 |
| Drainage revisions to ensure no impacts to adjacent property owners (one round of revisions) | | \$2,280 |
| | | \$8,360 |
| Previous Design Standards Review and Verification | | |
| Vehicle movement analysis (2) vehicles through roundabout | | \$360 |
| Vehicle movement analysis (2) vehicles navigating bus stop | | \$360 |
| Vehicle movement analysis (2) vehicles navigating future access stubs | | \$1,070 |
| Reconcile Project Specifications to NMDOT 2019 Construction Specifications | | \$4,640 |
| Reconcile Project Specifications to current City of Aztec Construction Standards | | \$2,280 |
| | | \$8,710 |
| Outside Consultant Coordination | | |
| Design / Drawings coordination | | \$1,900 |
| Compile complete 90% submittal and cross-reference | | \$1,760 |
| Compile complete Final submittal and cross-reference | | \$1,760 |
| | | \$5,420 |
| Design Team and City Meetings (assume 3 meeting, 4 hrs each including drive time) | | |
| | | \$3,760 |
| Lift Station Re-Design | | |
| Revise lift station design, generate new report, update per 1-round City comments | | \$8,080 |
| Address one round of comments from Lift Station Agency Review | | \$4,440 |
| | | \$12,520 |
| Outside Consultant Assumptions | | |
| Updated site topo, procured by City of Aztec. Same datum as used previously | | \$0 |
| Electric design, Procured By City of Aztec | | \$0 |
| Irrigation design, Procured By City of Aztec | | \$0 |
| Updated Geotechnical Report, Procured By City of Aztec | | \$0 |
| | Sub-Total | \$38,770 |
| Expenses | | |
| Mileage for (3) on-site meeting (72 mi round trip @ \$0.56 / mi) | | \$120.00 |
| Printing, copying, postage. | | \$200.00 |
| | | \$320.00 |
| | TOTAL | \$39,090.00 |
| Notes: | | |
| 1 Line item estimates are only estimates, and final costs may be reallocated between line items. | | |
| 2 This budget assumes (2) Construction Document (CD) submittals (90% review submittal and Final construction Submittal) | | |
| 3 Deliverables for 90% CD submittal include: Consolidated Plan Set with outside consultants as outlined above, Project Specifications, Bid Schedule (Schedule of bid items), Engineer's Opinion of Probable Costs (OPC); assumes City will compile bidding package with other standard documents | | |
| 4 Deliverables for Final CD Submittal include: Consolidated Plan Set with outside consultants as outlined above, Project Specifications, Bid Schedule (Schedule of bid items); assumes City will compile bidding package with other standard documents (updating OPC excluded) | | |
| 5 Lighting and Landscape Design and coordination for other consultants performing this work is excluded | | |
| 6 Bidding and Construction Administration Services are excluded | | |
| 7 Outside Consultant Procurement is excluded | | |
| 8 The Scope above assumes (1) round of review, between 90% and Final CD submittals. Additional submittals, reviews, and comment address is excluded. | | |
| 9 The Scope above assumes that the updated topographic mapping occurs on the same datum and coordinate system as previous design. Adjusting design to revised survey coordinates is excluded from the scope. | | |
| 10 The Scope above assumes that previous design calculations for the lift station will be applicable. Lift station emergency generator design and parameters is excluded, however the station will be designed to accept emergency power. | | |
| 11 The Lift Station Reviews assumed are (1) by the City and (1) by the NM Dept of Health. Additional rounds of review / comment address are not included in the scope. | | |
| 12 Bringing the project up to full FEMA and NMDOT compliance is dependent on NMDOT agreement, with scope to be determined upon obtaining the agreement between NMDOT and the City of Aztec. | | |
| 13 Excludes geotechnical, structural and environmental engineering. The City of Aztec will contract the Geotechnical services directly. | | |
| 14 Any design fees remaining in the Lift station re-design will be treated as a contingency for additional items (not currently in scope) from COA | | |
| 15 A revised Environmental Assessment (EA) may be required by NMDOT as part of the agreement. The scope of the EA revision will be determined at that time and will be addressed via a contract modification | | |
| 16 Right-of-way coordination, Encroachment exhibits and Temporary Construction Permits may be required by NMDOT. The scope of the EA revision will be determined at that time and will be addressed via a contract amendment. | | |
| 17 Additional coordination effort due to NMDOT involvement is dependent on the agreement between NMDOT and COA and will be addressed via a contract modification. | | |
| 18 This proposal assumes no modification to the current Hampton Arroyo crossing design. An update to the expired Army Corps Permit may be required by the NMDOT agreement and will be addressed via a contract amendment | | |
| 19 Utility Coordination per NMDOT requirements is dependent on the agreement between NMDOT and COA and will be addressed via a contract modification | | |
| 20 As-built survey of existing "Phase 0" will be included in NMDOT survey requirements for the project and will be addressed via a contract modification | | |

Staff Summary Report

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|-----------------------------|---|
| MEETING DATE: | July 23, 2019 |
| AGENDA ITEM: | V. CONSENT AGENDA (G) |
| AGENDA TITLE: | 2020 Youth Conservation Corps (YCC) Proposal |
| ACTION REQUESTED BY: | City Staff |
| ACTION REQUESTED: | Approval to submit 2020 Youth Conservation Corps (YCC) Proposal |
| SUMMARY BY: | Kris Farmer |

PROJECT DESCRIPTION / FACTS

- New Mexico Youth Conservation Corps (NMYCC) uses a formal process to apply for funding. Proposal due date is July 25, 2019 3:00 pm.
- Youth Conservation Corps Commission will equally distribute funds so projects in 2 categories: 1) Projects located in urban Metropolitan Statistical Areas (MSAs), which include Bernalillo, Sandoval, Valencia, Dona Ana, Los Alamos, Santa Fe, Torrance and San Juan Counties (urban counties) and 2) Projects located in all other Counties (Rural Counties).
- The City has had successful applications since 2003.
- If funding is successful, the City is required to accept funding. Typically response is required within a week of notification of grant award. Due to this, staff is requesting that the City Manager be approved to accept the funding on behalf of the City.
- YCC program requires that the City meet our match before the last reimbursement payment will be processed. As a result, the proposal will not identify 100% of the anticipated City match in the event that all projects are not completed or actual costs are less than estimated costs.
- Minimum Park Improvements have been identified as the project for FY20. Projects include:
 - Concrete bulb out on southwest side of Splash Park and install 40 lineal feet skupper drain, to remove trip hazards and drainage issues.
 - Install 10 foot sidewalk around the perimeter of the splash park and install ten (10) – 2 foot by 1.5 inch pipe at 12 foot intervals in perimeter of sidewalk for portable shade umbrellas. Tie into current irrigation system and install drip irrigation for 4 new trees that will be planted at 10 foot intervals along west side of Splash Park.
 - Construct and install 20' x 60' concrete pad on northeast corner of playground. Concrete will be shaped to faux boulders at portion nearest to playground to accommodate slope and provide for level pad to sidewalk

- Alternate projects, if time and funding permits, will include 2 projects at the Aztec Museum grounds. 1) Remove old chain link fence on north side of Museum grounds and installing new posts and chain link fence. 2) Remove 3900 sq ft of turf and bulb out on west side of museum grounds to provide more parking. Frame and pour 170 lineal feet of concrete curbing along existing fence line.
- It is estimated the program will begin in May 2020 with the hiring of the YCC youth and continue through early August 2020. The program will provide employment for 12 youth plus 6 alternates and the YCC Coordinator.
- This funding application continues the YCC youth wage pay scale which compensates returning YCC members at a higher rate than non-experienced youth. The YCC youth also benefit through the YCC Cash Bonus/Tuition Voucher Program. Corps members who have worked w12 months in a 48 month period may be eligible to receive a \$500 cash bonus or a \$1,500 tuition voucher. The tuition voucher maybe used over a two year period. Corp members must have satisfactory employment evaluations during their YCC service to be eligible.
- The grant provides funding for youth employment and some program supplies. However, the NMYCC desires a larger portion of the YCC funding to be utilized for youth wages. As a result the bulk of the project supplies will be borne by the City.
- The City has had successful YCC programs in the past; however, the summer months are the busiest months for the Parks and Recreation Department, which makes it extremely difficult to add supervision of 12 additional employees to staff. If the City's proposal is successful, the City will hire or recruit from within a project coordinator as in previous years.

PROCUREMENT

- To ensure availability of materials and timely completion of projects listed, if funded, City will begin procuring many items spring 2020, after Notice to Proceed is received. Any items received prior to Notice to Proceed are not considered a match to the YCC funds.

FISCAL IMPACTS

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| Entire Project costs for FY20-21 proposed grant | \$85,070 |
| ● Projected costs for labor and materials for YCC are as follows: | \$59,510 |
| 1. YCC Youth | \$54,545 |
| 2. Materials, Supplies and Training | \$ 4,965 |
| ● Projected costs for labor and materials for City are as follows: | \$25,560 |
| 1. YCC Coordinator | \$ 8,710 |
| 2. City staff (included in budget) | \$ 1,783 |
| 3. Materials, Supplies and Training | \$15,067 |

- FY20 Preliminary Budget currently includes all funds for materials, supplies, training, YCC Coordinator and youth wages to June 30, 2020.
- The program will actually cross the FY20 and FY21 budget years and funds will be appropriated in FY21 to complete the City's obligation if proposal submittal is authorized by City commission and funding is granted.

| | |
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| FY 20 YCC Grant | \$33,230 |
| FY 20 YCC City | <u>\$15,723</u> |
| | \$48,953 |
| | |
| FY 21 YCC Grant | \$26,279 |
| FY 21 YCC City | <u>\$ 9,838</u> |
| | \$36,117 |

SUPPORT DOCUMENTS: 2020 YCC Proposed Projects with maps
2020 YCC Technical and Cost Application

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve submittal of 2020 Youth Conservation Corps (YCC) Proposal and approve City Manager to accept funding, if grant is successful, on behalf of the City.

YCC 2020 Proposal

Project 1. Concrete Bulb Out

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| 1) Remove cobble from bulb out. | \$0 |
| 2) Concrete bulb out (6 cu yds) and create skipper drain. | \$1,000 |
| 3) Metal paneling for skipper drain (40 In ft ~ 3 - 1/4" Tread Plates \$335 ea) | \$1,005 |
| Total | \$2,005 |

Project 2. Sidewalks (10 ft wide) around perimeter of Splash Park

| | |
|--|----------------|
| 1) Remove turf. | \$0 |
| 2) Add base course (10' wide, 4" deep = 23.5 cu yds / 15.6 tons) | \$500 |
| 3) Concrete (10' wide, 4" deep = 25 cu yds) | \$3,500 |
| 4) 2x12" Boards and screws for framing | \$300 |
| 5) 1-1/2" Piping for Portable Shade Umbrellas (10 pcs @ 2 ft length) (Note these pipes will be inset around the perimeter at 12 ft intervals to allow placement of portable shade umbrellas used by the citizens) | \$100 |
| 6) Tree planting (4) west of splash park (For future shade) | \$1,000 |
| Total | \$5,400 |

Project 3. Concrete Pad @ Playground

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|--|----------------|
| 1) Remove turf. | \$0 |
| 2) Add base course (1200 sq ft @ 4" deep = 15 cu yds / 10 tons) | \$300 |
| 3) Concrete (1200 sq ft @ 10" deep = 37 cu yds) (Note this concrete will be shaped to faux boulders at portion nearest playground to accommodate slope and provide for level pad to sidewalk) | \$5,600 |
| Total | \$5,900 |

Alternate 1. Museum Fence

| | |
|---|----------------|
| 1) Remove old fencing (approx. 400 ft). | \$0 |
| 2) Install new posts (approx 40 2-3/8 in. x 2-3/8 in. x 8 ft. 16-Gauge Galvanized Metal Posts) | \$950 |
| 3) Install new chain link (approx 400ft x 6ft high) | \$800 |
| 4) Post caps (40) | \$70 |
| 5) Tension bands (120) | \$200 |
| 6) Concrete (pallet) | \$250 |
| Total | \$2,270 |

Alternate 2. Museum Parking Lot

This project depends on whether Public Works has the ability to pave after YCC is complete. If unable to pave, the project is not attempted.

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| 1) Remove turf zone and east bulb out (3,800 sq ft). | \$0 |
| 2) Install new 6" curbing along existing fence line (170 In ft) Approx 9 sq yds concrete. | \$1,000 |
| 3) Repair west fence line (170 In ft). | \$1,000 |
| 4) Asphalt for additional parallel parking of large vehicles (buses, RVs, etc). Asphalt to be done by City after YCC. | \$20,000 |
| Total | \$22,000 |



Staff Summary Report

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|----------------------|------------------------------------|
| MEETING DATE: | July 23, 2019 |
| AGENDA ITEM: | V. CONSENT AGENDA (H) |
| AGENDA TITLE: | Aztec Soccer Association Agreement |

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| ACTION REQUESTED BY: | Jeff Blackburn |
| ACTION REQUESTED: | Approve Aztec Soccer Association Agreement |
| SUMMARY BY: | Jeff Blackburn |

PROJECT DESCRIPTION / FACTS

FACTS:

- The agreement will be in place for a five year period, expiring June 30, 2024.
- Upon conclusion of the staff and Soccer Association representatives will review and decide if a further partnership is acceptable.
- This agreement will be reviewed annually by staff.
- This is a standard agreement between the City and Aztec Soccer Association.

The Aztec Soccer Club is a local organization with strong ties in the community. They provide outdoor activity and the spirit of competition for Aztec's youth. The organization holds regular practices and weekly games for youth soccer enthusiasts during Spring and Fall Seasons annually. This group is crucial to the development of participants, and to the City's goal of providing outdoor recreation to local youth.

FISCAL IMPACTS

Aztec Soccer Club events attract participants from areas around the Four Corners Region. The Club believes that the desire for this type of outdoor recreation is strong for now and in the future. They host large numbers of participants and spectators at their organized events. The soccer events, at Hartman Park and Tiger East Sports Complex Soccer Fields, have a positive impact on the local economy by attracting participants who will need fuel, food, and lodging services.

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| SUPPORT DOCUMENTS: | Agreement, Home & Work telephone numbers, e-mail and mailing addresses of Aztec Soccer Association officer(s), Proof of Insurance (2019) |
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| DEPARTMENT'S RECOMMENDED MOTION: | Move to Approve Aztec Soccer Association field use agreement. |
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AGREEMENT

AZTEC SOCCER ASSOCIATION

THIS AGREEMENT, made and entered into this 23rd day July 2019 by and between the CITY OF AZTEC, NEW MEXICO, a municipal corporation, party of the first part, hereinafter referred to as the CITY and Aztec Soccer Club, an incorporated Association, Non-profit Organization, party of the second part, hereinafter referred to as the ASSOCIATION.

SECTION 1: Association Responsibilities.

1. The Association agrees to indemnify and hold harmless, at all times, the City from any liability for damage to or caused by its members, employees, agents, representatives, guests, volunteers, vendors, etc. arising out of or connected with the use or occupancy of the designated premises or any part thereof.
2. The Association agrees to keep the premises in a manner that will conform to all environmental and health regulations, including concession stand at their own expense. The Association shall clean up all litter and debris in and around the designated areas after field usage (i.e. bleachers, concession stand interior and exterior, and parking lot).
3. The ASSOCIATION is responsible to obtain all permits and licenses for food handling and sales. All concessions sold shall have the approval and proper permits from the New Mexico Environment Department, and the proper Business License must be obtained from the City of Aztec. A copy of food service permit and the Aztec business license shall be provided to the City Parks and Recreation Director annually before the season begins (keys will not be issued until appropriate permits have been received).
4. Provide to the Parks and Recreation Director:
 - 1) Two (2) weeks prior to the start of the regular season, a list of all officers, home and work telephone numbers, email addresses and mailing addresses. This should include a designated primary contact for the Association; and
 - 2) A copy of all practice schedules; and
 - 3) Notice of first field usage date and acquire a Master Permit and Team Practice Permits 2 weeks prior to using any facilities; and
 - 4) Provide a game schedule prior to the start of the league games (all schedule changes shall be delivered to the City by noon on the Wednesday preceding the change; and
 - 5) Annual proof of said indemnity in the form of a valid and existing policy of insurance. Such policy will be in accordance with the New Mexico Tort Claims Act and will be in the amounts of not less than One Million Two Hundred Fifty Thousand (\$1,250,000) Dollars combined single limit. The City of Aztec must

be named as an additional insured on the policy. No cancelation of the policy of insurance is valid as to the City without the City being given 30 days notice.
FIELDS WILL NOT BE MARKED FOR PLAY UNTIL INSURANCE DOCUMENTATION IS RECEIVED!

5. Provide the City an amount designated by the City to cover costs of labor and materials for all field maintenance and striping for all tournament play. Such fees are established in the Chapter 16 fee Schedule of the City Code book.
6. Maintain all facilities during the league season including, but not limited to the following:
 - 1) Soccer Goals
7. Association will have joint use of Concession facilities with the YAFL/FCYS. Association will receive two (2) keys to the Concession facility that shall be returned at the end of the season. Failure to return the Concession keys at the end of the season will result in the Association being billed for a locksmith to change the locks. Association will receive two (2) keys to the storage facilities that will remain with the Association year round.
8. The association will be responsible for removing all food and drink products from the concession stand at the end of the league season.
9. Any permanent additions, modifications, or alterations to the concession stand must be approved by the City prior to installation. (see: SECTION 6)

SECTION 2: City Responsibilities.

1. Provide to the Association the use of the facilities during the hours scheduled for use as provide to the Parks and Recreation Director in Section 1.4. The City shall make these facilities available to others when it does not infringe upon the use by Association. Such users will be liable for any damages they cause. In the event of schedule conflicts, the City has the exclusive right in resolving schedule conflicts and use.
2. Restrict or limit usage of a field if inclement weather, over-usage or damage is hindering proper growth and maintenance of the field.
3. Ensure all irrigation is working properly.
4. Maintain the following:
 - 1) Grass areas by watering and mowing as necessary;
 - 2) Cover the cost of water utilities;

- 3) Concession facilities (equipment, mechanical, plumbing, electrical, & security devices); and
- 4) Restroom facilities; and
- 5) Regular pick-up and emptying of solid waste dumpster.

SECTION 3: Term of Agreement.

1. The agreement is for five (5) years to become effective July 23rd 2019 and shall expire on June 30th, 2024. This agreement shall be reviewed annually by City Staff. Any and all notices provided for under this Agreement shall be in writing and addressed to the parties at the following address:

City of Aztec
201 W. Chaco St
Aztec, NM 87410

Aztec Youth Soccer Association
P.O. Box 102
Aztec, NM 87410

SECTION 4: Inspections and Reviews.

1. Two (2) weeks prior to the start of season (season begins the first day of official practices), the representatives of the City and Association will do a review to:
 - 1) Inspect and document the conditions of the facilities and designated areas of use; and
 - 2) Determine maintenance requirements.;
2. At the conclusion of each season, the representatives of the City and Association will do a review to:
 - 1) Inspect and document the conditions of the facilities and designated areas of use; and
 - 2) Make arrangements for areas and keys to be turned back to the City; and
 - 3) Identify needs; and
 - 4) Determine funding requirements of each party

SECTION 5: Maintenance of Facilities in Off Season.

1. After the conclusion of the season of each year, or as soon thereafter that the Association meets all of the obligations in Section 4, the City will assume complete maintenance of the designated areas. All cleaning or maintenance after this date of each year shall become the responsibility of the City.

SECTION 6: Facility Improvements or Repairs.

1. The Association shall make no alteration, addition or improvement to the premises without prior written consent of the City of Aztec.

2. In the event that any extra ordinary work is necessary during the term of this Agreement, it is agreed that the Association will submit work orders and requests in paper copy to the Parks and Recreation Director. The City shall consider, approve, modify or reject any construction or renovating or changes to landscape, facilities, or grounds before work may proceed.
3. All improvements made by Association are considered as becoming part of the facilities and/or realty and be treated as part of the real estate to be owned by the City without cost.

SECTION 7: Incurred Expenses.

1. The Association agrees that it will not cause or permit any lien of any kind whatsoever to be levied upon, claimed against or to remain unpaid against the facilities and/or premises owned by the City.

SECTION 8: Legal Representation.

1. The Association agrees that if the City shall employ an attorney to represent it in regard to any proceeding or controversy connected with or arising out of this agreement or the performance thereof or the enforcement of any of the provisions hereof, Association shall pay all reasonable attorney fees incurred by the City in addition to the sums otherwise provided for herein.

SECTION 9: Termination of Agreement.

1. This agreement may be terminated upon breach of any of the provisions of this Agreement upon thirty (30) days written notice, provide said breach has not been corrected within ten (10) days of receiving notice of said breach.

SECTION 10: Severability.

1. This agreement shall be deemed to supersede all prior written and oral agreements and undertakings of the parties hereto.
2. Except as otherwise provided herein, this agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns through the term of the Agreement.
3. If any portion of this agreement is found to be ineffective by a court of law or by agreement of the parties, the remaining portions shall remain in effect.
4. If all items listed in Section 1.4 are not received as specified, City will not be responsible for items listed in Section 2 of this agreement.

SECTION 11: Field Preparation Charges

1. Refer to Chapter 16 Fee Schedule (Section 16-14) of the City of Aztec Municipal Code for field preparation charges.
2. Association will pay ten percent (10%) of gross sales to the City for concession sales during the season. Association will provide payment to the City within two (2) weeks after the season ends.

CITY OF AZTEC

AZTEC SOCCER ASSOCIATION

Mayor

President

ATTESTED

City Clerk

Content Review

City Attorney

Aztec Soccer Club Board Members

President: Jon Ferguson; 505-419-9552, aztecsoccerclubpresident@gmail.com

1207 Gila Circle, Aztec Nm 87410

Vice President: Cliff Bannowsky; 505-402-3298 Cliff.banno@gmail.com

41 Road 3004 Aztec NM 87410,

Treasurer: Lindsay Castillo-Dilyou; 505-592-2625 aztecsoccerclubtreasurer@gmail.com

700 Sage Brush Drive, Aztec NM 87410

Registrar: Tiffany Charles; 505-801-6340 aztecsoccerclubregistrar@gmail.com

34 Road 3450 Flora Vista NM 87415

Secretary: Tiffany Charles

Coach of Directors: Cynthia Engle; 970-553-0133 Cynthia@swcolaw.com

111 Road 2390, Aztec NM 87410

Director of Referees: Cliff Bannowsky

Director of Field/Equipment: Jefferson Charles, 505-419-6081, jtcharles91208@yahoo.com

34 Road 3450 Flora Vista NM 87415

FCYSL Liaison: Jon Ferguson



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|----------|--|--|
| PRODUCER | Pullen Insurance Services, Inc. 2560 River Park Plaza, Suite 300 Fort Worth, TX 76116 | CONTACT NAME: Sports Division |
| | | PHONE: (817) 738-6100 FAX: (817) 738-2993 |
| | | E-MAIL ADDRESS: contact@pullenins.com |
| | | PRODUCER CUSTOMER ID#: NM |
| | | INSURERS AFFORDING COVERAGE |
| INSURED | New Mexico Youth Soccer Association 2825 Broadbent Parkway NE, Suite D Albuquerque, NM 87107 | INSURER A: National Casualty Company |
| | | INSURER B: Nationwide Life Insurance Company |
| | | INSURER C: |
| | | INSURER D: |
| | | INSURER E: |
| | | INSURER F: |

COVERAGES CERTIFICATE NUMBER: 18130805 REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADD'L INSRD | SUBR WVD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------|--|-------------|----------|---------------|----------------------------------|-----------------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | X | | KKO 75672-00 | 9/1/2018 | 9/1/2019 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE UNLIMITED PRODUCTS - COMP/OP AGG \$1,000,000 PARTICIPANT LEGAL LIABILITY \$1,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | KKO 75672-00 | 9/1/2018 | 9/1/2019 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ | | | XKO 75674-00 | 9/1/2018 | 9/1/2019 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under | | N/A | | | | WC STATUTORY LIMITS OTHER E. L. EACH ACCIDENT E. L. DISEASE - EA EMPLOYEE E. L. DISEASE - POLICY LIMIT |
| B | PARTICIPANT ACCIDENT MEDICAL | | | BAX-301964-00 | 9/1/2018 | 9/1/2019 | \$100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
This certificate is issued on behalf of New Mexico Youth Soccer Association & Four Corners YSL. Certificate Holder is Additional Insured as respects the operations of the Named Insured for sanctioned activities of the state association. The general liability policy contains sexual abuse/molestation limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.

| | |
|---|--|
| CERTIFICATE HOLDER City of Aztec 201 West Chaco Aztec, NM 87410 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|

Staff Summary Report

| | |
|----------------------|---|
| MEETING DATE: | July 23, 2019 |
| AGENDA ITEM: | V. Consent Agenda (I) |
| AGENDA TITLE | Remedial work for gas well “Wright #1”, located at SWNW Section 4, T30N, R11W 1750’ FNL 790’ FWL, City of Aztec, San Juan County, NM. |

| | |
|-----------------------------|--|
| ACTION REQUESTED BY: | Ben Mitchell Hilcorp Energy Company 382 Road 3100 Aztec, NM 87410 |
| SUMMARY BY: | Steven M. Saavedra, CFM |

PROJECT DESCRIPTION / FACTS

This request seeks approval for maintenance on an existing gas well, located at the SWNW Section 4, T30N, R11W 1750’ FNL 790’ FWL, City of Aztec, San Juan County, NM. All minor or major maintenance requires Commission approval for any gas or oil well in Aztec. Pursuant to COA 15-11 “no major maintenance work shall be allowed within the boundaries of the municipality until the application and permitting process has been completed and approved by the City Commission; major maintenance work is defined as any maintenance involving the use of a drilling rig, the addition of a new compressor or the upgrade to a larger horsepower compressor, and/or the addition of a pump jack”. Hilcorp seeks to place a workover rig on the said well site; the rig will be doing minimal work (replacing tubing within the permanent piping). This process typically takes 2-5 days.

This is not an application to drill a new well or to recomplete an existing well. Furthermore, this application is not necessarily considered major maintenance, as a drilling rig will not be placed on the subject property. Nevertheless, the Community Development Department and Hilcorp Energy Company seeks transparency for remedial work on gas wells located in Aztec. This is an application for remedial work, and according to the New Mexico – Oil Conservation Division; down-hole, remedial work does not require a permit of approval for routine maintenance. Routine maintenance is defined as “repair or like-for-like replacement of down-hole equipment or other procedure an operator performs to maintain the well’s current production” (Powell, B.). According to Hilcorp Energy Company, there is an “open hole completion that has fill in the hole.” As a result, this well needs to be cleaned in order to maintain production. Therefore, this request comes before the City Commission for awareness and approval to place a “workover rig” on the well site and repair and or replace existing tubing.

The well site information is as follows:

| | |
|--------------------|-----------------------|
| Well Name: | Wright #1 |
| Lease No. | N/A |
| Total Parcel Area: | 2.49 acres |
| Building Info: | N/A |
| Floodplain: | Zone X |
| Access: | Off N. Light Plant RD |
| Contractor | Baywater Drilling |
| Formation | Pictured Cliffs |

SUPPORT DOCUMENTS:

1. Application
 - a. OG 19-03 Application & Maps
 - b. Email from OCD

DEPARTMENT'S RECOMMENDED MOTION: Move To Approve remedial work for gas well "Wright #1", located at the SWNW Section 4, T30N, R11W 1750' FNL 790' FWL, City of Aztec, San Juan County, NM.



CITY OF AZTEC OIL & GAS APPLICATION

Permit #: _____ Date Started: _____ Date Approved: _____ Fees Paid: _____

APPLICANT CONTACT INFORMATION

Name of Operator: Hilcorp Energy Company
Address: 382 Road 3100
Contact Name: Ben Mitchell
Phone: 505-564-5179
Email: bemitchell@hilcorp.com
Name of Lease/Owner: Duff Lease

WELL INFORMATION

Well Name: Wright #1
API #: 30-045-09932
Type of Lease: Fee
Lease Number: "Duff" 432994
Depth: 2,328'
Formation: Pictured Cliffs
Location: Unit E, Section 4, T30N-R11W, San Juan County, NM
Type of Work: Down Hole Remedial
Contractor: Baywater Drilling
Proposed Work Dates: Estimated July 2019

WELL LOCATION

Address: 1401 Mesa Escondido
Tax ID: R4008649
Parcel Size (acres): 2.492 acres
Zone District: 2IN
Flood Plain: YES X NO
Existing Pad Area: 350' x 310'
Well Pad Area (sqft) : New Pad/ Expansion: N/A
Total Pad Area: 2.49 acres
Setbacks: Building: N/A
Arroyo: N/A

WELL FEATURES

| Feature | Existing | New | Removed |
|--|----------|-----|---------|
| Compressors (specify whether electric or gas): | | | N/A |
| Meter House: | X | | |
| Separators: | X | | |
| Valves: | X | | |
| Evaporative Tanks: | | | N/A |
| Production Tanks: | X | | |
| Reserve Pits: | | | N/A |
| Pump Jacks: | | | N/A |
| Sound Enclosures: | | | N/A |

DOCUMENTATION

| | Yes | No | N/a |
|---|-------------------------------------|----|-------------------------------------|
| Owner Verification | <input checked="" type="checkbox"/> | | |
| Detailed Site Map | <input checked="" type="checkbox"/> | | |
| Weed/Vegetation Plan | <input checked="" type="checkbox"/> | | |
| Electrical Load Calculation | | | <input checked="" type="checkbox"/> |
| Visual Mitigation Plan | <input checked="" type="checkbox"/> | | |
| Wildlife Mitigation Plan | <input checked="" type="checkbox"/> | | |
| Noise Mitigation Plan | <input checked="" type="checkbox"/> | | |
| Dust/Access Mitigation Plan | <input checked="" type="checkbox"/> | | |
| Certificate of Insurance | <input checked="" type="checkbox"/> | | |
| Copy of Original Lease | <input checked="" type="checkbox"/> | | |
| Surface Damage/ROW Agreement | | | <input checked="" type="checkbox"/> |
| APD Sundry Notice | | | <input checked="" type="checkbox"/> |
| C-144 | | | <input checked="" type="checkbox"/> |
| Elevation Certificate | | | <input checked="" type="checkbox"/> |
| Land Use Hearing Application (Variance, etc.) | | | <input checked="" type="checkbox"/> |
| Business License Application | | | <input checked="" type="checkbox"/> |

Void

APPLICANT SIGNATURE

I, Ben Mitchell representing Hilcorp Energy Company hereby certify that I have read this application and hereby dispose and state under penalty of perjury that all statements, proposals, and documents submitted with this application are true and correct and that I shall adhere to the Municipal Regulations of the City of Aztec.

Signature: _____ Date: _____

CITY of AZTEC USE ONLY

City Commission Meeting Date: _____

City Commission Action: _____ APPROVED _____ DENIED

FEES ARE DUE PRIOR TO COMMISSION MEETING

Fees are: \$10 Administration Fee + \$500 Oil & Gas Fee = Total \$510



Distance to Nearest Residence



Total: 1,619.08 ft

1,619.08 ft

30N 15W
4

30N 15W
4

Wright 1

Legend

Notes



This map is to be used for Hilcorp or Harvest purposes only.
Not survey quality.

0.1 Miles

0.06

0

1:3,515 Å

NAD_1927_StatePlane_New_Mexico_West_FIPS_3003
© Hilcorp

RE: Wright #1 (API# 3004509932)

Powell, Brandon, EMNRD <Brandon.Powell@state.nm.us>

Tue 6/11/2019 7:17 AM

To: Ben Mitchell <bemitchell@hilcorp.com>

Cc: Michael Wissing <mwissing@hilcorp.com>; Steven Saavedra <ssaavedra@aztecnm.gov>

Good morning Ben,

You are correct the below procedure is considered "Routine maintenance" by our rules and does not require our approval. However if any problems are encountered during the job, they will need to be reported as required.

"Basic procedure: Move in and rig up on well. Trip out of hole with tubing. Clean out fill. Trip in hole and land tubing. Return well to production."

"Routine maintenance" means repair or like-for-like replacement of downhole equipment or other procedure an operator performs to maintain the well's current production.

Thank You

Brandon Powell

Of ice: (505) 334-6178 ext. 111

"He who wishes to gain knowledge is wiser than he who thinks he has knowledge (unknown)"

From: Ben Mitchell <bemitchell@hilcorp.com>**Sent:** Monday, June 10, 2019 8:55 AM**To:** Powell, Brandon, EMNRD <Brandon.Powell@state.nm.us>**Cc:** Michael Wissing <mwissing@hilcorp.com>; Saavedra, Steven <ssaavedra@aztecnm.gov>**Subject:** [EXT] RE: Wright #1 (API# 3004509932)

Brandon,

I know you are OOTO today but if you could respond in concurrence to the below email this week it would be handy. I was on location with the City of Aztec last week and they mentioned that they had not seen a response from you to the below.

Ben

From: Ben Mitchell**Sent:** Thursday, May 9, 2019 12:00 PM**To:** 'Powell, Brandon, EMNRD' <Brandon.Powell@state.nm.us>**Cc:** Michael Wissing <mwissing@hilcorp.com>; Steven Saavedra (ssaavedra@aztecnm.gov) <ssaavedra@aztecnm.gov>**Subject:** Wright #1 (API# 3004509932)

Brandon,

First, the purpose of this email is to get everyone on the same page and to provide clarity. The tone of this email should be that the City and Hilcorp are trying to work together to make an informed decision.

Now, the subject well is within the city limits of Aztec. Yesterday Steven Saavedra, Director of Community Development at the City of Aztec, and I visited the location in preparation to permit work (via City of Aztec). During our time on the location I mentioned that, even though we will have a rig on the well, Hilcorp would not be seeking approval from the NMOCD or any other agency for this remedial/maintenance work (only the City). Although I say this work does not need approval I would like to make sure that Steven is hearing it from the NMOCD also.

Since the subject location is relatively remote and I am telling Steven that we are not seeking NMOCD approval for this maintenance work he is contemplating a staff level approval to move forward with the project. Prior to moving forward with a staff level approval, he and I want to ensure that NMOCD approval is not needed for the work described below:

Basic procedure: Move in and rig up on well. Trip out of hole with tubing. Clean out fill. Trip in hole and land tubing. Return well to production.

Essentially, this is an open hole completion that has fill in the hole and Michael Wissing needs to clean it out and get production back.

Michael (Hilcorp Engineer) – If I have misrepresented any of this, per our conversation yesterday, please correct me.

Steven (Director of Community Development at the City of Aztec) - If I have misrepresented any of this, per our conversation yesterday, please correct me.

Ben Mitchell

Landman – San Juan North

Hilcorp Energy

505-324-5179

bemitchell@hilcorp.com

The information contained in this e-mail message is confidential information intended only for the use of the recipient(s) named above. In addition, this communication may be legally privileged. If the reader of this e-mail is not an intended recipient, you have received this e-mail in error and any review, dissemination, distribution or copying is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately by return e-mail and permanently delete the copy you received.

While all reasonable care has been taken to avoid the transmission of viruses, it is the responsibility of the recipient to ensure that the onward transmission, opening or use of this message and any attachments will not adversely affect its systems or data. No responsibility is accepted by the company in this regard and the recipient should carry out such virus and other checks as it considers appropriate.

Staff Summary Report

| | |
|----------------------|---|
| MEETING DATE: | July 23, 2019 |
| AGENDA ITEM: | V. Consent Agenda (J) |
| AGENDA TITLE | Approval of remedial work for the gas well name “Current #2”, located at SWNE of Section 11, T30N, R11W 1750’ FNL, 1450’ FEL, City of Aztec, San Juan County, NM. |

| | |
|-----------------------------|--|
| ACTION REQUESTED BY: | Ben Mitchell Hilcorp Energy Company 382 Road 3100 Aztec, NM 87410 |
| SUMMARY BY: | Steven M. Saavedra, CFM |

PROJECT DESCRIPTION / FACTS

This request seeks approval for maintenance on an existing gas well, located at SWNE of Section 11, T30N, R11W 1750’ FNL, 1450’ FEL, City of Aztec, San Juan County, NM. All minor or major maintenance requires Commission approval for any gas or oil well in Aztec. Pursuant to COA 15-11 “no major maintenance work shall be allowed within the boundaries of the municipality until the application and permitting process has been completed and approved by the City Commission; major maintenance work is defined as any maintenance involving the use of a drilling rig, the addition of a new compressor or the upgrade to a larger horsepower compressor, and/or the addition of a pump jack”. Hilcorp seeks to place a workover rig on the said well site; the rig will be doing minimal work (replacing tubing within the permanent piping). This process typically takes 2-5 days.

This is not an application to drill a new well or to recomplete an existing well. Furthermore, this application is not necessarily considered major maintenance, as a drilling rig will not be placed on the subject property. Nevertheless, the Community Development Department and Hilcorp Energy Company seeks transparency for remedial work on gas wells located in Aztec. This is an application for remedial work, and according to the New Mexico – Oil Conservation Division; down-hole, remedial work does not require a permit of approval for routine maintenance. Routine maintenance is defined as “repair or like-for-like replacement of down-hole equipment or other procedure an operator performs to maintain the well’s current production” (Powell, B.). According to Hilcorp Energy Company, there is an “open hole completion that has fill in the hole.” As a result, this well needs to be cleaned in order to maintain production. Therefore, this request comes before the City Commission for awareness and approval to place a “workover rig” on the well site and repair and or replace exiting tubing.

The well site information is as follows:

| | |
|--------------------|-----------------------|
| Well Name: | Current #2 |
| Lease No. | N/A |
| Total Parcel Area: | 2.49 acres |
| Building Info: | N/A |
| Floodplain: | Zone X |
| Access: | Off N. Light Plant RD |
| Contractor | Baywater Drilling |
| Formation | Pictured Cliffs |

SUPPORT DOCUMENTS:

1. Application
 - a. OG 19-03 Application & Maps
 - b. Email from OCD

DEPARTMENT'S RECOMMENDED MOTION: Move To Approve remedial work for the gas well named "Current #2", located at SWNE of Section 11, T30N, R11W 1750' FNL, 1450' FEL, City of Aztec, San Juan County, NM.



CITY OF AZTEC OIL & GAS APPLICATION

Permit #: _____ Date Started: _____ Date Approved: _____ Fees Paid: _____

APPLICANT CONTACT INFORMATION

Name of Operator: Hilcorp Energy Company
Address: 382 Road 3100
Contact Name: Ben Mitchell
Phone: 505-564-5179
Email: bemitchell@hilcorp.com
Name of Lease/Owner: USA

WELL INFORMATION

Well Name: Current #2
API #: 30-045-22647
Type of Lease: Federal
Lease Number: USA NMSF078138A *Void*
Depth: 7,150'
Formation: Dakota
Location: Unit G, Section 11, T30N-R11W, San Juan County, NM
Type of Work: Down Hole Remedial
Contractor: Baywater Drilling
Proposed Work Dates: Estimated July 2019

WELL LOCATION

Address: 70 Road 3536
Tax ID: R4004754
Parcel Size (acres): N/A
Zone District: 5OUT
Flood Plain: YES X NO
Existing Pad Area: 240' x 270'
Well Pad Area (sqft) : New Pad/ Expansion: N/A
Total Pad Area: 1.49 acres
Setbacks: Building: N/A
Arroyo: N/A

WELL FEATURES

| Feature | Existing | New | Removed |
|--|----------|-----|---------|
| Compressors (specify whether electric or gas): | | | N/A |
| Meter House: | X | | |
| Separators: | X | | |
| Valves: | X | | |
| Evaporative Tanks: | | | N/A |
| Production Tanks: | X | | |
| Reserve Pits: | | | N/A |
| Pump Jacks: | | | N/A |
| Sound Enclosures: | | | N/A |

DOCUMENTATION

| | Yes | No | N/a |
|---|-------------------------------------|--------------------------|-------------------------------------|
| Owner Verification | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Detailed Site Map | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Weed/Vegetation Plan | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Electrical Load Calculation | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Visual Mitigation Plan | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Wildlife Mitigation Plan | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Noise Mitigation Plan | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Dust/Access Mitigation Plan | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Certificate of Insurance | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Copy of Original Lease | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Surface Damage/ROW Agreement | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| APD Sundry Notice | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C-144 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Elevation Certificate | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Land Use Hearing Application (Variance, etc.) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Business License Application | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Void

APPLICANT SIGNATURE

I, Ben Mitchell representing Hilcorp Energy Company hereby certify that I have read this application and hereby dispose and state under penalty of perjury that all statements, proposals, and documents submitted with this application are true and correct and that I shall adhere to the Municipal Regulations of the City of Aztec.

Signature: _____ Date: _____

CITY of AZTEC USE ONLY

City Commission Meeting Date: _____

City Commission Action: _____ APPROVED _____ DENIED

FEES ARE DUE PRIOR TO COMMISSION MEETING

Fees are: \$10 Administration Fee + \$500 Oil & Gas Fee = Total \$510



Current 2 - Site Plan



- Legend**
- SJB Land Parcels
 - Cathodic 2008
 - CO Water Wells
 - Hydrogeologic
 - POD Waters
 - Wetlands
 - Waterways

Notes



This map is to be used for Hilcorp or Harvest purposes only.
Not survey quality.

0.1 Miles
1: 1,757



0.1
0
0.03
0.1 Miles
NAD_1927_StatePlane_New_Mexico_West_FIPS_3003
© Hilcorp

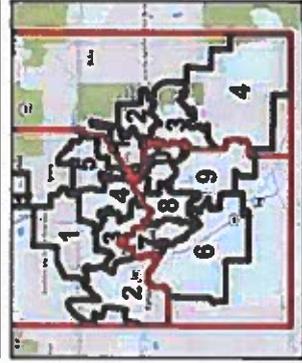


Current 2 Distance to Nearest Business

Legend



Notes



This map is to be used for Hillcorp or Harvest purposes only.
Not survey quality.

0.3 Miles

0.15

0

10

172

1:9,725

North Arrow

NAD_1927_StatePlane_New_Mexico_West_FIPS_3003

© Hillcorp



Current 2 Distance to Nearest Residence

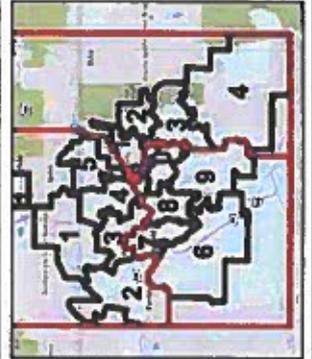


This map is to be used for Hilcorp or Harvest purposes only.
Not survey quality.

NAD_1927_StatePlane_New_Mexico_West_FIPS_3003
© Hilcorp

Legend

Notes



Staff Summary Report

| | |
|----------------------|---|
| MEETING DATE: | July 23, 2019 |
| AGENDA ITEM: | V. Consent Agenda (K) |
| AGENDA TITLE | Approval of remedial work for gas well “Hampton #3”, located at NWNE of Section 10, T30N, R11W 790’ FNL, 1550’ FEL, City of Aztec, San Juan County, NM. |

| | |
|-----------------------------|--|
| ACTION REQUESTED BY: | Ben Mitchell Hilcorp Energy Company 382 Road 3100 Aztec, NM 87410 |
| SUMMARY BY: | Steven M. Saavedra, CFM |

PROJECT DESCRIPTION / FACTS

This request seeks approval for maintenance on an existing gas well, located at the NWNE of Section 10, T30N, R11W 790’ FNL, 1550’ FEL, City of Aztec, San Juan County, NM. All minor or major maintenance requires Commission approval for any gas or oil well in Aztec. Pursuant to COA 15-11 “no major maintenance work shall be allowed within the boundaries of the municipality until the application and permitting process has been completed and approved by the City Commission; major maintenance work is defined as any maintenance involving the use of a drilling rig, the addition of a new compressor or the upgrade to a larger horsepower compressor, and/or the addition of a pump jack”. Hilcorp seeks to place a workover rig on the said well site; the rig will be doing minimal work (replacing tubing within the permanent piping). This process typically takes 2-5 days.

This is not an application to drill a new well or to recomplete an existing well. Furthermore, this application is not necessarily considered major maintenance, as a drilling rig will not be placed on the subject property. Nevertheless, the Community Development Department and Hilcorp Energy Company seeks transparency for remedial work on gas wells located in Aztec. This is an application for remedial work, and according to the New Mexico – Oil Conservation Division; down-hole, remedial work does not require a permit of approval for routine maintenance. Routine maintenance is defined as “repair or like-for-like replacement of down-hole equipment or other procedure an operator performs to maintain the well’s current production” (Powell, B.). According to Hilcorp Energy Company, there is an “open hole completion that has filled in the hole.” As a result, this well needs to be cleaned in order to maintain production. Therefore, this request comes before the City Commission for awareness and approval to place a “workover rig” on the well site and repair and or replace existing tubing.

The well site information is as follows:

| | |
|--------------------|-------------------|
| Well Name: | Hampton #3 |
| Lease No. | N/A |
| Total Parcel Area: | 0.51 acres |
| Building Info: | N/A |
| Floodplain: | Zone X |
| Access: | NM 173 |
| Contractor | Baywater Drilling |
| Formation | Dakota |

SUPPORT DOCUMENTS:

1. Application
 - a. OG 19-05 Application & Maps
 - b. Email from OCD

DEPARTMENT'S RECOMMENDED MOTION: Move To Approve remedial work for gas well "Hampton #3", located at the NWNE of Section 10, T30N, R11W 790' FNL, 1550' FEL, City of Aztec, San Juan County, NM.



CITY OF AZTEC OIL & GAS APPLICATION

Permit #: _____ Date Started: _____ Date Approved: _____ Fees Paid: _____

APPLICANT CONTACT INFORMATION

Name of Operator: Hilcorp Energy Company
Address: 382 Road 3100
Contact Name: Ben Mitchell
Phone: 505-564-5179
Email: bemitchell@hilcorp.com
Name of Lease/Owner: L.L. Hampton

WELL INFORMATION

Well Name: Hampton #3
API #: 30-045-09766
Type of Lease: Fee
Lease Number: "Hampton" 46613
Depth: 4,757'
Formation: Dakota
Location: Unit B, Section 10, T30N-R11W, San Juan County, NM
Type of Work: Down Hole Remedial
Contractor: Baywater Drilling
Proposed Work Dates: Estimated July 2019

Void

WELL LOCATION

Address: 825 E Sabena St
Tax ID: R0013609
Parcel Size (acres): N/A
Zone District: 21N
Flood Plain: YES X NO
Existing Pad Area: 130' x 170'
Well Pad Area (sqft) : New Pad/ Expansion: N/A
Total Pad Area: 0.51 acres
Setbacks: Building: N/A
Arroyo: N/A

WELL FEATURES

| Feature | Existing | New | Removed |
|--|----------|-----|---------|
| Compressors (specify whether electric or gas): | | | N/A |
| Meter House: | X | | |
| Separators: | X | | |
| Valves: | X | | |
| Evaporative Tanks: | | | N/A |
| Production Tanks: | X | | |
| Reserve Pits: | | | N/A |
| Pump Jacks: | X | | |
| Sound Enclosures: | X | | |

DOCUMENTATION

| | Yes | No | N/a |
|---|-------------------------------------|----|-------------------------------------|
| Owner Verification | <input checked="" type="checkbox"/> | | |
| Detailed Site Map | <input checked="" type="checkbox"/> | | |
| Weed/Vegetation Plan | <input checked="" type="checkbox"/> | | |
| Electrical Load Calculation | | | <input checked="" type="checkbox"/> |
| Visual Mitigation Plan | <input checked="" type="checkbox"/> | | |
| Wildlife Mitigation Plan | <input checked="" type="checkbox"/> | | |
| Noise Mitigation Plan | <input checked="" type="checkbox"/> | | |
| Dust/Access Mitigation Plan | <input checked="" type="checkbox"/> | | |
| Certificate of Insurance | <input checked="" type="checkbox"/> | | |
| Copy of Original Lease | <input checked="" type="checkbox"/> | | |
| Surface Damage/ROW Agreement | | | <input checked="" type="checkbox"/> |
| APD Sundry Notice | | | <input checked="" type="checkbox"/> |
| C-144 | | | <input checked="" type="checkbox"/> |
| Elevation Certificate | | | <input checked="" type="checkbox"/> |
| Land Use Hearing Application (Variance, etc.) | | | <input checked="" type="checkbox"/> |
| Business License Application | | | <input checked="" type="checkbox"/> |

Void

APPLICANT SIGNATURE

I, Ben Mitchell representing Hilcorp Energy Company hereby certify that I have read this application and hereby dispose and state under penalty of perjury that all statements, proposals, and documents submitted with this application are true and correct and that I shall adhere to the Municipal Regulations of the City of Aztec.

Signature: _____ Date: _____

CITY of AZTEC USE ONLY

City Commission Meeting Date: _____

City Commission Action: _____ APPROVED _____ DENIED

FEES ARE DUE PRIOR TO COMMISSION MEETING

Fees are: \$10 Administration Fee + \$500 Oil & Gas Fee = Total \$510

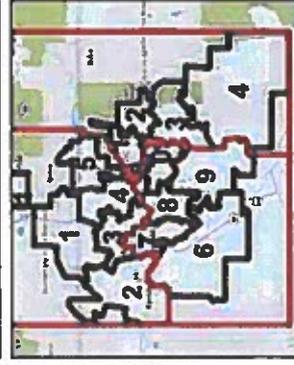


Hampton 3 - Site Plan

Legend
□ SJB Land Parcels



Notes



0.0 0 0.02 0.0 Miles

1: 1,039 Å

This map is to be used for Hilcorp or Harvest purposes only.
Not survey quality.

NAD_1927_StatePlane_New_Mexico_West_FIPS_3003
© Hilcorp



Hampton 3 Distance to Nearest Business

Legend
□ Sub Land Parcels



Notes



This map is to be used for Hilcorp or Harvest purposes only.
Not survey quality.



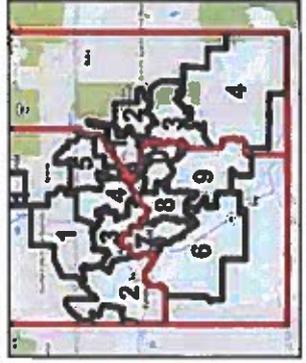


Hampton 3 Distance to Nearest Residence

Legend
 SJB Land Parcels



Notes



This map is to be used for Hilcorp or Harvest purposes only.
Not survey quality.

0.0 Miles

0.02

0

1:1,197

Å

Staff Summary Report

| | |
|----------------------|---|
| MEETING DATE: | July 23, 2019 |
| AGENDA ITEM: | V. Consent Agenda Item (L) |
| AGENDA TITLE: | Letter of Support for San Juan County Grant Application |

| | |
|-----------------------------|--|
| ACTION REQUESTED BY: | San Juan County Manager |
| ACTION REQUESTED: | Letter of Support for San Juan County Grant Application – Behavioral Needs and Health Services |
| SUMMARY BY: | Steve Mueller |

PROJECT DESCRIPTION / FACTS

San Juan County is eligible to apply for up to \$492,000 for funding via the Health and Human Services division for the development of a program to reduce re-incarceration and homelessness for non-violent incarcerated offenders with behavioral health needs and disorders.

San Juan County Manager has requested and is required to submit letters of support from their local partner cities.

| | |
|---------------------------|--|
| SUPPORT DOCUMENTS: | <ul style="list-style-type: none">➤ Letter of Support for San Juan County's Grant Application➤ New Mexico Behavioral Health Collaborative – Intervention Demonstration Project Guide. |
|---------------------------|--|

DEPARTMENT'S RECOMMENDED MOTION:

Move to approve letter of support for San Juan County Grant Application – Behavioral Health Needs and Disorders.

Mayor
Victor C. Snover

Mayor Pro-Tem
Rosalyn A. Fry



Commissioners
Austin R. Randall
Sherri A. Sipe
Mark E. Lewis

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

July 23, 2019

Ms. Anita Morales
Human Services Department
Behavioral Health Services Division
PO Box 2348
Santa Fe, NM 87504

Dear Ms. Morales,

The City of Aztec supports San Juan County's grant application for funding and technical assistance for the Intervention Demonstration Project (IDP) on behalf of the its member agency, the New Mexico Human Services Department, Behavioral Health Services Division.

We very much support the goal of the IDP in providing funding to the San Juan County Adult Detention Center to develop programming and resources geared to reducing the reincarceration, homelessness rates, and improvement of reentry services for incarcerated non-violent offenders with behavioral health needs and disorders.

Given the need for services in San Juan County, we support the County's grant application for the full funding amount of \$492,000.

Thank you in advance for your support and consideration of this request.

Sincerely,

Victor C. Snover
Mayor
City of Aztec



New Mexico Behavioral Health Collaborative

INTERVENTION DEMONSTRATION PROJECT GUIDE

Introduction

New Mexico Interagency Behavioral Health Purchasing Collaborative (the Collaborative) is issuing this Intervention Demonstration Project (IDP) on behalf of its member agency the New Mexico Human Services Department, Behavioral Health Services Division (HSD/BHSD). This document serves as the guide for those NM counties and agencies collaborating with the state to reduce reincarceration and homelessness rates and to improve reentry services and healthcare diagnoses for incarcerated nonviolent offenders.

The NM 2019 Legislature appropriated \$2.5million to HSD/BHSD for counties to reduce reincarceration and homelessness rates, as well as improve reentry services for incarcerated non-violent offenders; specifically those with behavioral health (BH) needs and disorders. This is a one-time appropriation to be given and exhausted in fiscal year 2020 (FY20), July 1, 2019 through to June 30, 2020. The NM counties designated for this IDP were identified based on consideration of epidemiological data and other source data including alcohol use mortality rates, drug overdose deaths, suicide rates, incarcerations and housing options, as collected by the NM Department of Health and New Mexico Association of Counties. Additional consideration was given to counties with evidence of rural character, the likeliness of limited behavioral health resources and other community services needed to address those issues presented by the incarcerated individual.

For the purpose of this project, reincarceration and recidivism are used interchangeably and means rearrest within one, two, and three years of release from jail. NM uses the definition of homelessness that broadly describes people who are living in a place not meant for human habitation, in emergency shelter, in transitional housing, or are exiting an institution where they temporarily resided for up to 90 days and were in shelter or a place not meant for human habitation prior to entering that institution. In brief, homelessness is to be homeless, or precariously housed.

The Sequential Intercept Model (SIM) starts with the ideal that individuals move through the criminal justice system in a predictable manner, and there are five intercept points at which interventions can occur. These five intercept points move from pre-incarceration through post release. While interventions that take place at earlier intercept points are more likely to detour incarceration, individuals are still incarcerated. In fact, individuals with behavioral health needs enter the criminal justice system at a greater frequency (and for longer periods of time) than people in the same community without behavioral health disorders (Psychiatric Services, April 2006).

This funding is intended to support designated communities in their efforts to intervene at the intercept points of incarceration and reentry, for the purposes of: 1) increasing connections to jail based treatments for behavioral health conditions, 2) assisting with transition through broader

access to community resources and improved local indigent housing options and, 3) reducing the likelihood of someone reoffending. HSD/BHSD is funding NM counties and agencies demonstrating a plan to achieve these measures in a way that increases public safety, applies resources most effectively and puts more people on a path to recovery (Stepping Up Initiative, 2017).

The total funding and technical assistance is for a term of one (1) year, and HSD/BHSD anticipates funding five (5) to eight (8) counties. Amounts will be determined based upon requests submitted with the potential awardees' proposal. Awards will range from \$350,000 - \$492,000 commensurate with services provided and the number of people served.

During this term, the specific resources made available to the designated NM counties and agencies may vary due to changes in the BH Collaborative's policies and/or changes in BHSD appropriations and authorizations for relevant programs. Awards are subject to applicable regulations, statutes, and changes in state policies; as well as satisfactory contract compliance as determined by HSD/BHSD.

Proposed Plan Overview

Proposed plans must provide a clear description of the county's efforts to provide: 1) Behavioral health services to incarcerated individuals, 2) Targeted interventions and treatment plans for individuals who are incarcerated and upon reentry to the community and/or 3) Improving local indigent housing options. Proposed plans must have the following:

Requirement 1: An Abstract (to be described within this IDP guide) that will serve as a summary of key designee information.

Requirement 2: A narrative attachment of not more than 20 total pages (Calibri font, 12 point, double-spaced and one inch margins) that captures the information requested from the sections to be described within this IDP guide. Each section should be clearly labeled, and pages beyond the 20 page limit will not be considered.

Grantees/contractors and any implementation partners will be required to participate in evaluations, and an advisory council that will meet monthly for the remainder of FY20. Grantees/contractors and implementation partners must agree to work with evaluators, as specified in their respective grant/contract agreements, regulations and other requirements. For grantees/contractors and implementing partners, this may include providing access to program personnel and all relevant programmatic and administrative data, as specified by the evaluator(s) under the direction of BHSD or BHSDSTAR, as legally attainable, during the term of the grant/contract agreement.

Grants/Contracts will be negotiated by BHSD by July 26, 2019, executed by Falling Colors Corporation, and may have a start date of August 1, 2019 or as soon thereafter as possible

PROPOSED PLANS

REQUIREMENT 1 - ABSTRACT

Due to the source of the funding, activities are will be centered within a local county jail, detention center or juvenile correctional facility in collaboration with other implementation partners/organizations. Eligible designees/organizations for this project are:

1. Local correctional facility or units of local government (ULG) – including an office/department within local government or a county government in partnerships with the local municipality; if applicable; or
2. Nonprofit organization applying in partnership with the local correctional facility or ULG.

Submit an abstract of no more than 300 words, that will serve as a summary of key information that identifies one lead organization, staff point(s) of contact and provide the email and telephone contact information of the lead organization. The abstract must also: identify the implementation partners, correctional facility administration support and local official support; and a description of the county and its highest needs and challenges with regard to individuals who have BH issues and are incarcerated.

REQUIRMENT 2 – NARRATIVE ATTACHMENTS

Note: All of the following must be in the proposed plan, in addition to, the narratives to be described in Sections I-III.

1. The plan must involve work with, or within the local jail, detention center or juvenile correctional facility;
2. The plan should clearly state the interconnection between the intercept points of jail based programming, reentry and post release services;
3. The plan must demonstrate collaboration between the implementation partners and correctional facility staff that supports the incarcerated individual for a period of no less than three months after he/she has reentered the community;
4. Describe how the lead organizations will initiate, or enhance, community partnering and collaboration (i.e. working with correctional staff/leadership, law enforcement, MCOs, housing, employment, education, transportation, healthcare providers, etc.) in service delivery and outreach;
5. The plan must describe the timing and sequencing of implementation of the activities;
6. The plan must demonstrate that the county has leveraged, or be in the process of leveraging, other revenue sources; to include federal funds. “Process of leveraging” can include instances where counties are receiving training and support to pursue other revenue sources, such as federal grants and
7. The plan must include the integration of the principles of a validated model such as Sequential Intercept Model, or the Stepping Up Initiative framework.

Proposed plans may cross ULG lines, but one Lead Applicant must be identified, and for cross-jurisdictional applications, commitment must be demonstrated by the leadership of all the ULGs involved.

Submit letter(s) that demonstrates the commitment from the ULG leadership and local correctional facility administration support. The letter(s) do not count toward the 20 -page limit.

SECTION I – Part A: Needs and Assets Assessment

Include an assessment of the county's current needs, the assets of the county, and the capacity to provide interventions, services and supports to incarcerated individuals with behavioral health diagnoses; including identified gaps and areas of opportunity. This assessment should also include relevant information on barriers to education, employment, housing, transportation options and other characteristics related to connectivity to services at the time of release. Please include other useful information about (or lack thereof) such as: community resources, behavioral health providers, crisis care services, local law enforcement's pre-arrest interventions, and intervention planning that is underway or already planned.

SECTION I – Part B: Intervention Plan/Services

The lead organization shall submit a narrative stating how the proposed plan will work to better meet BH needs for incarcerated individuals through implementation, or expansion, in one, all, or any combination of the service areas described below:

- 1. Behavioral Health Assessment, Evaluation and Diagnostic Services** – Often individuals are screened for behavioral health needs, but do not receive further assessment, evaluation and diagnosis. Clinical assessments and evaluations are a vital component toward using evidence-based practices to attain the most appropriate intervention and support that allows for a safe and secure experience relevant to a person's diagnosis, cultural and linguistic needs and that is responsive to past and historical trauma. Assessments and evaluations of individuals that identify strengths and deficits can be instrumental in aligning resources with those at highest risk for recidivism.
- 2. Facility based programing and behavioral health services** –Evidenced based treatment within local correctional settings is critical to stabilization and successful reentry. Preference will be given to jail based programs using evidence based approaches such as, Cognitive Behavioral Therapeutic (CBT) which have demonstrated to be effective in addressing both criminogenic and non-criminogenic variables. (e.g. – Motivational Interviewing, Reasoning and Rehabilitation, Moral Reconation Therapy, MATRIX). Cognitive-skills training focused on judgement and criminal behaviors will also be considered appropriate.

Jail based programs and services may also include evidence based, and fully supported, medication assisted treatment (MAT) programs and/or Telehealth therapy services with a licensed behavioral health clinician or provider agency.

- 3. Reentry Services/Post Release Supervision and Housing Options** – Reentry describes an array of services to assist the incarcerated person as he/she prepares for release and transition into his/her community, and occurs in multiple ways at pre-and post-release.

Research highlights post-release supervision, mentoring through peer support services, employment and continued mental health/substance abuse treatment positively influence the chances of an individual not reoffending (Jones & Forman, 2016). Therefore, the development of a forensic Assertive Community Treatment (ACT) Team is viewed as consistent with reentry services and post release supervision.

Services that enhance a person’s housing stability significantly decrease the likelihood to reoffend and help a person maintain freedom (Behavioral Health Resource Guide, 2017). Screening for housing eligibility and needs to identify assets, gaps, barriers, and affiliation to tribal and/or veteran services is an important step to improving local indigent housing options that may include rental assistance, crisis housing and transitional housing.

Additionally, improvement may come through the development of a service based system that builds partnerships with landlords, property managers, direct service providers and others to address and meet the challenges faced by individuals re-entering the community.

The HSD/BHSD Collaborative recognizes the funds available may not be sufficient in and of themselves to support long term or permanent housing needs, due to the funding term. Therefore, move in assistance and eviction prevention may be used as a means to improve local indigent housing options, provided some form of comprehensive community based support is attached.

Note: Designated counties should be aware that certain federal funding will prevent “mandatory” participation or “requirements” of participation in services combined with [some] funding sources related to housing. Therefore, clear distinction must be described between the use of these project funds and the use of federal funding, where applicable.

- 4. Training** – Quality training for mental health care professionals who will provide jail based treatment services is viewed as imperative. Another quality training is that which will build peer specialist support, to be provided within the jail and after release. In addition, trainings for correction personnel that are related to supervision of the inmate with behavioral health issues, recognizing signs and symptoms of mental illness/substance abuse and suicidal/self-harming risk behaviors are known to help maintain safety in the facility.

The narrative will be reviewed for the following elements:

1. Extent to which the project administers behavioral health services to incarcerated individuals.
2. Extent to which Evidence Based Practices (EBPs) are being offered to the participants, and the qualifications and credentials of staff providing the services.
3. Extent to which the project meets the unique needs of both criminogenic and non-criminogenic variables (e.g. Risk, Needs, Responsivity model).

Extent to which the project utilizes the principles of a validated model for individuals involved in the criminal justice system. (e.g. Sequential Intercept Model/Mapping, Stepping up Initiative). (Please see “Resources” to learn more about the models mentioned above).

SECTION I – Part C: Project Outcomes

The lead organization shall submit a narrative describing how the organization will collect, manage and analyze data intended to achieve the project’s goals, to include the data (listed below) that is being requested by HSD/BHSD. Include the following factors:

1. The identification of project specific outcomes and their relevance to reducing recidivism, improving access to community services and local housing options.
2. A system for collecting and storing the metrics required by HSD/BHSD, which are as follows:
 - The number of screenings and assessments, evaluations and diagnostics that have been completed.
 - The number of jail bookings for the participant at his/her time of entry into the project, at six months after exiting the project, and on June 15, 2020.
 - The number of infractions (write-ups) by participant at initiation of the project, and on June 15, 2020.
 - Number of treatment plans initiated and type (e.g. individual, group)
 - Number of referrals to community based behavioral health services.
 - For participants referred to housing services; the number who were successfully placed and with what type of supportive services, if applicable.

Evaluation and data analytics will be required quarterly.

SECTION II: Sustainability and Financial Feasibility

The lead organization shall submit a narrative that describes the method(s) for project sustainability and financial feasibility to include:

1. The strength of the plan for leveraging other revenue sources, including federal funds for longer term sustainability.
2. Soundness and commitment by ULGs and other implementation partners to perform the activities described in the plan, including public and private partnerships and stakeholders, during the one year term.
3. The financial controls that protect the financial integrity of all organizational funds.
 - Describing how the project will obtain long term funds beyond FY20 for each service area listed in Section I - Part B, if not already obtained. If your plan includes working with a qualified third party, please explain how that party's involvement will be maintained and sustained over the long term.
 - The qualifications and experience of the person(s) responsible for financial management of the proposed project.

SECTION III – Part A: Partnership Structure

The lead organization shall submit a narrative detailing the ULG/organizational structure, including the specific roles and responsibilities of each implementation partner for executing components of the project. Describe the organizational structure's accountability mechanism to include oversight processes and remedies for non-performance.

Submit an organizational diagram of the overall structure that clearly shows the structure for implementing, coordinating, overseeing and reporting on the different components of the plan and activities for the project. The diagram will not count toward 20 page total.

SECTION III – Part B: Capacity of Lead Organization

The lead organization shall submit a narrative describing its level of experience with achieving project outcomes. If applicable, provide examples of past relevant experience and results achieved. Include any information related to past performance issues under state funding. When describing the level of experience of the lead organization, consider the following factors:

1. Role of the current organizational leadership within the community and this type of work at the local level;
2. Level of experience achieving intended outcomes through identifying and implementing evidence-based strategies appropriate to the project;
3. Level of experience leveraging private resources, including grants and private contributions, and managing large grants; and
4. Level of experience identifying and managing multiple non-profit, for-profit, public sector and other partner organizations towards successful project completion and positive outcomes.

SECTION III – Part C: Data and Evaluation Capacity

The lead organization shall submit a narrative describing its ability to collect, manage, share, and use data for evaluation and continuous improvement. Include:

1. How the Lead organization will evaluate partner organizations relevant to the plan and/or how it will participate in providing and analyzing data.
2. How the county will evaluate or contract to evaluate collected data and metrics. If subcontracting evaluation, the sub-contractor must be named in the proposal.

SECTION III – Part D: Strength and Extent of Partnership Commitment

The lead organization shall submit a narrative that describes existing, new, in-kind and financial partnership commitments, and the extent of supporting partner organizations. Describe the strength/extent of partnership commitment to coordinate work and investments to achieve outcomes within the project. Examples of such partnership commitment may include:

1. Commitment from Local anchor institutions and, BH/Housing providers (e.g. hospitals, colleges/universities, business leaders, community foundations);
2. City council, county, and state officials; and
3. Criminal justice officials, housing authority officials, transportation operators, and the workforce investment board

RESOURCES

Please visit the following resources if you would like to learn more about the model and framework referenced in this IDP guide.

Sequential Intercept Model:

- <https://www.prainc.com/sim/>
- <https://www.safetyandjusticechallenge.org>

Stepping Up Initiative:

- <https://stepuptogether.org>
- <https://csgjusticecenter.org/mental-health/county-improvement-project/stepping-up>

SECTION IV - Timeline

The BHSD liaison will make every effort to adhere to the following schedule:

| Action | Responsible Party | Due Dates |
|---|----------------------------------|--------------------|
| <p>1. Issue IDP – This IDP is being issued by the NM Behavioral Health Purchasing Collaborative for the NM Human Services Department, Behavioral Health Services Division.</p> | BHSD | 06/24/19 |
| <p>2. Acknowledgement of Receipt Form (Attachment A) - the <i>Acknowledgement of Receipt Form</i> must be submitted by 5:00 pm (MST). It shall be emailed, hand-delivered, faxed, or sent by registered or certified mail.</p> <p>The <i>Acknowledgement of Receipt Form</i> allows for the designated county to be placed on the Distribution List. This list will be used to respond to questions and to send information, as needed, to all designated counties.</p> <p>Failure to return the <i>Acknowledgement of Receipt Form</i> shall constitute a presumption of receipt.</p> | Designated Counties/BHSD Liaison | 06/27/19 |
| <p>3. Deadline to submit written questions- 5:00 pm (MST) Questions must be submitted by email and shall be for the purpose of obtaining intent/clarity on the IDP.</p> | Designated Counties | 06/28/19 |
| <p>4. Response to written questions- Questions will be distributed to all designated counties by 5:00 pm (MST)</p> | BHSD Liaison | 07/1/19 |
| <p>5. Submission of Proposed Plan- All proposed plans must be received by the BHSD liaison no later than 5:00 pm (MDT) on July 19, 2019.</p> <p>One physical copy of the proposed plans <u>must</u> be delivered to the BHSD Liaison at the address listed on Attachment A. Proposed Plans must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the <u>Intervention Demonstration Project</u>. An additional copy may also be submitted by fax or by any other electronic means, if desired.</p> | Designated Counties | 07/19/19 |
| <p>6. Review of Proposed Plan – Proposed plans will be reviewed by a steering committee according to information provided in the IDP guide. The liaison may initiate discussions, at her discretion, for the purpose of clarifying aspects of the proposed plan. However, proposed plans may be accepted and reviewed without such discussion.</p> | Steering Committee | 7/19/19 – 07/26/19 |
| <p>7. Negotiate Contract- The contract will be negotiated and finalized with the designated county. These dates are subject to change at the discretion of BHSD.</p> <p>In the event that mutually agreeable terms cannot be reached with the designated county in the time specified, BHSD reserves the right to finalize a contractual agreement with the next identified county.</p> | Parties to the Contract | 07/29/19- 7/31/19 |
| <p>8. Contract Start Date - This date is subject to change at the discretion of BHSD.</p> | Parties to the Contract | 08/01/19 |

SECTION V: Terms and Conditions

1. Acceptance of Terms and Conditions Governing the Contract

The lead organization must indicate their acceptance of the Terms and Conditions.

2. Incurring Cost

Any cost incurred in preparation, transmittal, and/or presentation of any application or material submitted in response to this IDP shall be borne solely by the designee.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this IDP shall specify that the lead organization is solely responsible for fulfillment of all requirements of the contractual agreement with the Collaborative which may derive from this IDP. The Collaborative will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive written approval from the HSD/BHSD awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Plan

The lead organization may submit an amended plan. An amended plan must be a complete replacement for a previously submitted plan and must be clearly identified as such in the transmittal letter. The BHSD personnel will not merge, collate, or assemble materials.

6. Rights to Withdraw Plan

Lead organizations will be permitted to withdraw their plan at any time prior to the deadline for receipt of plans. The lead organization must submit a written withdrawal request signed by the lead organization's duly authorized representative and addressed to the BHSD liaison.

7. IDP Offer Firm

Responses to this IDP, including plan prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt or ninety (90) days after the due date for the receipt of a best and final offer, if the lead organization is invited or required to submit one.

8. No Obligation

This IDP in no manner obligates the Collaborative or the State of New Mexico or any of its Agencies to the use of any county's services until a valid written contract is awarded and approved by appropriate authorities.

9. Termination

This IDP may be canceled at any time and any and all plans may be rejected in whole or in part when the HSD/BHSD determines such action to be in the best interest of the State of New Mexico.

10. Sufficient Appropriation

Any contract awarded as a result of this IDP may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the Contractor. The HSD/BHSD's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

11. Legal Review

The Collaborative/BHSD requires that all lead organizations/ implementation partners agree to be bound by the Terms and Conditions contained in this IDP. Any concerns must be promptly submitted in writing to the attention of the BHSD Liaison.

12. Basis for plan submission

Only information supplied, in writing, through the BHSD Liaison or in this IDP shall be used as the basis for the preparation of the proposed plan.

13. Contract Terms and Conditions

The Contract between the Collaborative and a Contractor will follow the format specified by the Collaborative and contain the terms and conditions set forth in this IDP guide. However, the Collaborative in collaboration with HSD/BHSD reserves the right to negotiate provisions in addition to those contained in this IDP.

14. Plan Terms and Conditions

Should a lead organization object to any of the HSD/BHSD's terms and conditions, as contained in this Section or in Attachment B, **the lead organization must propose specific, alternative language in writing and submit it with its plan.** Contract variations received after the award will not be considered.

HSD/BHSD may or may not accept the alternative language. Lead Organizations agree that requested language must be agreed to in writing by HSD/BHSD to be included in the contract.

General references to the lead organization's terms and conditions or attempts at complete substitutions are not acceptable to the HSD/BHSD.

Lead organizations must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. Lead organizations must submit a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the Collaborative/BHSD.

15. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the HSD/BHSD and the lead organization and shall not be deemed an opportunity to amend the plan.

16. Qualifications

HSD/BHSD Liaison may make such investigations as necessary to determine the ability of the lead organization to adhere to the requirements specified within this IDP.

17. Right to Waive Minor Irregularities

HSD/BHSD reserves the right to waive minor irregularities. HSD/BHSD also reserves the right to waive mandatory requirements in instances where all plans failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the funding. This right is at the sole discretion of the HSD/BHSD Steering Committee.

18. Change in Contractor Representatives

The HSD/BHSD reserves the right to require a change in contractor representatives if the assigned representative(s) is(are) not, in the opinion of the HSD/BHSD, adequately meeting the needs of the HSD/BHSD.

19. HSD/BHSD Rights

The HSD/BHSD in agreement with the steering Committee reserves the right to accept all or a portion of a proposed plan.

20. Right to Publish

Throughout the duration of this IDP process and contract term, Lead Organizations and contractors must secure from the HSD/BHSD written approval prior to the release of any information that pertains to the potential work or activities covered by this IDP and/or HSD/BHSD contracts deriving from this IDP. Failure to adhere to this requirement may result in disqualification of the proposed plan or removal from the contract.

21. Ownership of Applications

All documents submitted in response to the IDP shall become property of the HSD/BHSD.

22. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this IDP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the HSD/BHSD.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring HSD/BHSD written permission.

23. Electronic mail address required

A large part of the communication regarding this IDP will be conducted by electronic mail (e-mail). Applicant must have a valid e-mail address to receive this correspondence. (See also Section IV, # 4: Response to Written Questions).

24. Use of Electronic Versions of this RFA

This IDP is being made available by electronic means. In the event of conflict between a version of the IDP in the lead organization's possession and the version maintained by the HSD/BHSD, the lead organization acknowledges that the version maintained by the HSD/BHSD shall govern.

25. Conflict of Interest

The lead organization warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the plan.

**ATTACHMENT A-ACKNOWLEDGEMENT OF RECEIPT
INTERVENTION DEMONSTRATION PROJECT (IDP)**

In acknowledgement of receipt of this IDP the undersigned agrees that they have received a complete copy, beginning with the Introduction page and ending with ATTACHMENT- E.

The acknowledgement of receipt should be signed and returned to the BHSD liaison no later than the date described in Section IV of this IDP. You must return this form.

| | | |
|----------------------------|------------|-----------|
| Applicant Name: | | |
| DBA: | | |
| Authorized Representative: | | |
| Title: | Phone No.: | |
| E-Mail: | Fax No.: | |
| Address: | | |
| City: | State: NM | Zip Code: |

Signature: _____

Date: _____

The below name and address will be used for all correspondence related to the Request for Application.

Anita Morales, BHSD Justice System Liaison
Human Services Department
Behavioral Health Services Division,
P.O. Box 2348
Santa Fe, NM 87504
Fax: (505) 476-9272
Email: Anita.Morales2@state.nm.us

ATTACHMENT B-LETTER OF TRANSMITTAL FORM page 1 of 2

Intervention Demonstration Project Form must be complete.

| Please circle the Service area (s) you will be delivering: | | | | | | |
|--|--|----------------|--|----------------|--|----------------|
| Service Area 1 | | Service Area 2 | | Service Area 3 | | Service Area 4 |

| 1. Lead Organization | | |
|----------------------------|-----------|----------|
| Name of Lead Organization: | | |
| Mailing address: | | |
| City: | State: NM | Zip Code |

| 2. Person authorized by the organization to contractually obligate on behalf of this grant/contract award: |
|--|
| Name: |
| Title: |
| E-Mail Address: |
| Telephone Number: |

| 3. Person authorized by the organization to negotiate the grant/contract award: |
|---|
| Name: |
| Title: |
| E-Mail Address: |
| Telephone Number: |

| 4. Person authorized by the organization to clarify, and respond to queries on behalf of this grant/contract award : |
|--|
| Name: |
| Title: |
| E-Mail Address: |
| Telephone Number: |

Form continues on next page.

LETTER OF TRANSMITTAL FORM page 2 of 2
Intervention Demonstration Project
Form must be complete.

| | |
|--|---|
| 5. Use of Sub-Contractors (Select one)* | |
| <input type="checkbox"/> | No sub-contractors will be used |
| <input type="checkbox"/> | The following sub-contractors will be used (describe purpose of sub-contracts): |
| | |

| |
|--|
| 6. Please describe any relationship with other community, government, or business sectors (other than Subcontractors listed in (4) above) that will support your efforts. |
| |

5. On behalf of the submitting organization named in item #1, above, I accept the Terms and Conditions stated in Section IV of this IDP. I agree to comply with all requirements as described in this IDP, including all appendices, attachments, written clarifications and amendments provided.

If the designated county is unwilling to comply with any terms, conditions or other requirements of this IDP the county shall clearly describe any deviations and include a complete explanation of why such deviations are proposed.

Signature: _____
Authorized Signature (By the person identified in item #2, above.)

Date: _____

Attach additional sheets of paper, if necessary

ATTACHMENT C-BUDGET JUSTIFICATION/NARRATIVE

Organization Name: _____

Please provide a detailed, written justification for each budget line item requested on Page 1 of Attachment D. Include the line item description, the requested funds for each line item and the narrative justification. Be specific on how you arrived at the cost. For example, if you are proposing psychiatric evaluation and treatment, use therapist hourly rates x number of sessions x number of people served to justify therapy costs. You may also account for operational costs in your estimates, such as rent, utilities, and supplies.

Unallowable costs: purchase or improvement of land; purchase or leasing of vehicles, major construction/reconstruction, major remodeling, or capital outlay.

ATTACHMENT D-BUDGET FORM

Complete the Budget Form based on a grant award of a minimum of 392,000 to 492,000. Specify how funding will be allocated to achieve the performance outcomes using the budget form. Add additional lines as necessary. A narrative detailing and justifying each line item budget is required on the Budget Narrative Form.

| BHSD BUDGET REQUEST | Part/ Full Time? | Total Salary (from all sources) | Hourly Rate | % Time Devoted to this Project | Salary Requested for this Project | Fringe Benefits Requested for this project | Total Salary and Fringe Benefits Requested |
|---------------------------|------------------------|---------------------------------------|-------------|--------------------------------------|--------------------------------------|--|--|
| Personnel Services | | | | | | | |
| Position Title/Role: | | | | | | | |
| Position Title/Role: | | | | | | | |
| Position Title/Role: | | | | | | | |
| Position Title/Role: | | | | | | | |
| Position Title/Role: | | | | | | | |
| Mileage: | | | | | | | |
| Per Diem: | | | | | | | |
| Supplies | | | | | | | |
| Equipment: | | | | | | | |
| Rent: | | | | | | | |
| Utilities: | | | | | | | |
| Other: | | | | | | | |
| Other: | | | | | | | |
| Other: | | | | | | | |
| GRAND TOTAL | | | | | | | |

ATTACHMENT E-BUDGET WORKSHEET

In the Budget Worksheet, your line item budget must be computed into services provided. This is an optional worksheet.

| Service | Cost per person or unit/encounter | Projected Number of encounters per month | Projected Number of encounters per year | Total Annual Cost |
|---|-----------------------------------|---|--|-------------------|
| | | | | |
| | | | | |
| Receipt- based services (please specify each expense) | | Projected number of people served per month | Projected number of people served per year | Total Annual Cost |
| | | | | |
| | | | | |
| Other (please specify) | | Projected number of people served per month | Projected number of people served per year | Total Annual Cost |
| | | | | |
| | | | | |

1. Estimated Total Cost: \$_____