

AG E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
April 14, 2020
201 W. Chaco, City Hall
6:00 p.m.

For The Regular Meeting of City of Aztec Commission to be held at 6:00 pm
Tuesday, April 14, 2020 will be virtually using Public Dial In Number
1-866-899-4679
Access Code: 270-369-797

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. ELECTION RESULTS OF MARCH 3, 2020

A. Official Results Report of Municipal Officer Election of March 3, 2020

V. COMMISSION ORGANIZATIONAL MEETING

A. Elections of Mayor and Mayor Pro-Tem.....Commissioners

B. Appointments of Commissioners to Boards/Committees....Commissioners

VI. PRESENTATION

None

VII. APPROVAL OF AGENDA ITEMS

VIII. CONSENT AGENDA

A. Commission Meeting Minutes March 24, 2020

B. Resolution 2020-1177 Authorizing Opening and Closing of Time Certificates of Deposit for City

C. Finance Department Record Destruction

D. Aztec Disc Golf Agreement

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.

VIII. CONSENT AGENDA(Continued)

- E. Resolution 2020-1176 Municipal Surplus
- F. Resolution 2020-1178 Support of San Juan County Resolution Requesting All Casinos in SJ County Follow Governor Lujan Grisham's Public Health Emergency Order
- G. Letter to terminate San Juan County Crimestoppers Intergovernmental Agreement
- H. Resolution 2020-1179 Mileage and Per Diem for City Travel
- I. Consensus Planning Contract Comprehensive Plan Update
- J. ITB 2020-741 Electric Substation Voltage Regulators

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

IX. ITEMS REMOVED FROM CONSENT AGENDA

X. PRESENTATIONS

XI. CITIZENS INPUT (3 Minutes Maximum)

XII. BUSINESS ITEMS

None

XIII. QUASI JUDICIAL HEARINGS (LAND USE)

None

XIV. COMMISSIONER, CITY MANAGER, DEPARTMENT REPORTS

XV. ADJOURNMENT

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

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

Staff Summary Report

MEETING DATE: April 14, 2020
AGENDA ITEM: IV. ELECTION RESULTS OF MARCH 3, 2020
AGENDA TITLE: Report of Municipal Officer Election Official Results of March 3, 2020

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

PROJECT DESCRIPTION / FACTS

- The results of the Municipal Officer Election held on March 3, 2020 were canvased on March 11, 2020 with the Board of County Commissioners acting as the Board of Canvassers of San Juan County, State of New Mexico.
- Oath of Office for Newly Elected Officials took place in the City Clerk's Office on April 1, 2020 with the Municipal Judge, City Clerk and City Manager present.

SUPPORT DOCUMENTS: Certification of Canvass Results
Election Summary Report

STAFF RECOMMENDATION: None Required

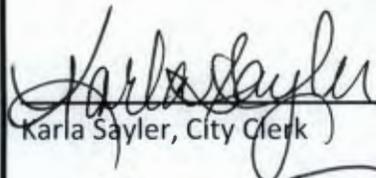


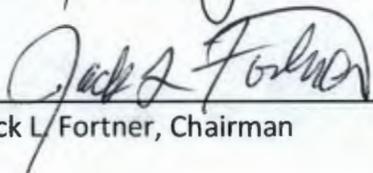
CERTIFICATION OF CANVASS RESULTS

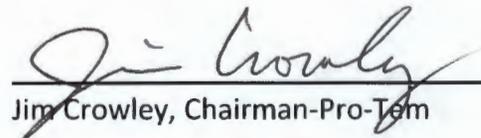
We, the undersigned Board of County Commissioners acting as the Board of Canvassers of ^{San Juan} Grant County, State of New Mexico, canvass the Municipal Officer Election held in the City of Aztec, March 3, 2020, certify that the canvass results sent to the Office of Secretary of State is a correct canvass of returns of said election.

WITNESS the Honorable Board of County Commissioners, ^{March 11 2020} ~~March 9, 2020~~

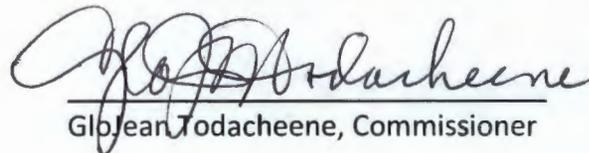
ATTEST:

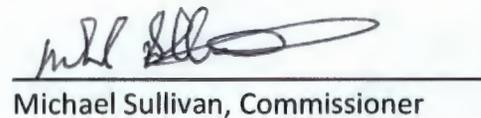

Karla Sayler, City Clerk

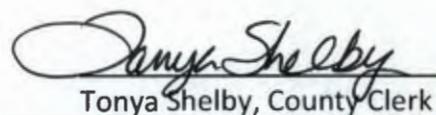

Jack L. Fortner, Chairman


Jim Crowley, Chairman-Pro-Tem


John T. Beckstead, Commissioner


Glojean Todacheene, Commissioner


Michael Sullivan, Commissioner


Tonya Shelby, County Clerk



CITY OF AZTEC, SAN JUAN COUNTY, STATE OF NEW MEXICO
CANVASS OF RETURNS of Municipal Officers Election Held on March 3, 2020

ELECTION SUMMARY REPORT

CITY OF AZTEC		SUMMARY OF VOTES CAST			
Precinct	Registered Voters	Cards Cast	Hand Tally	Voters Cast	% Turnout
060	4	2	0	2	50%
061	11	8	0	8	73%
062	733	170	0	170	23%
063	856	145	1	145	17%
064	655	183	0	183	28%
066	516	118	0	118	23%
067	1048	159	0	159	15%
068	69	19	0	19	28%
069	76	21	0	21	28%
TOTAL	3968	825	1	825	21%

CITY OF AZTEC		MUNICIPAL JUDGE AZTEC MUNICIPAL DISTRICT (Vote for 1)				
Precinct	Registered Voters	Times Cast	Hand Tally	Carlton P. Gray	Total Votes	Unresolved Write-In
060	4	2	0	2	2	0
061	11	8	0	7	7	0
062	733	170	0	127	127	0
063	856	145	1	119	119	0
064	655	183	0	129	129	0
066	516	118	0	81	81	0
067	1048	159	0	121	121	0
068	69	19	0	15	15	0
069	76	21	0	17	17	0
TOTAL	3968	825	1	618	618	0

CITY OF AZTEC		SUNDAY SALES OF ALCOHOLIC BEVERAGES (Vote for 1)					
Precinct	Registered Voters	Times Cast	Hand Tally	YES	NO	Total Votes	Unresolved Write-In
060	4	2	0	1	1	2	0
061	11	8	0	2	6	8	0
062	733	170	0	99	67	166	0
063	856	145	1	92	50	142	0
064	655	183	0	135	47	182	0
066	516	118	0	81	35	116	0
067	1048	159	0	106	52	158	0
068	69	19	0	8	9	17	0
069	76	21	0	18	3	21	0
TOTAL	3968	825	1	542	270	812	0

CITY OF AZTEC		DISTRICT 1 COMMISSIONER AZTEC MUNICIPAL DISTRICT (Vote for 1)						
Precinct	Registered Vote	Times Cast	Hand Tally	Mary Ellanla Rue Hunter	David John Porter	Austin Raymond Randall	Total Votes	Unresolved Write
060	4	2	0	0	0	2	2	0
061	11	8	0	0	0	8	8	0
062	733	170	0	19	41	99	159	0
063	856	145	1	14	21	106	141	0
064	655	183	0	16	37	127	180	0
066	516	118	0	10	37	68	115	0
067	1048	159	0	23	21	111	155	0
068	69	19	0	2	4	13	19	0
069	76	21	0	0	3	18	21	0
TOTAL	3968	825	1	84	164	552	800	0

We, the undersigned, certify the above and foregoing is a correct canvass of the returns of the election held at the time and place indicated above.
 Witness our signatures this 11th day of March, 2020.

Jack L Fortner
 Jack L Fortner, Chairman

Jim Crowley
 Jim Crowley, Chairman Pro-Tem



Narla Saylor
 Narla Saylor, Aztec City Clerk

John T Beckstead
 John T Beckstead,
 County Commissioner

Gloeah Todacheene
 Gloeah Todacheene,
 County Commissioner

Michael Sullivan
 Michael Sullivan,
 County Commissioner

Tanya Shelby
 Tanya Shelby, San Juan County Clerk

CITY OF AZTEC		DISTRICT 3 COMMISSIONER AZTEC MUNICIPAL DISTRICT (Vote for 1)					
Precinct	Registered Vote	Times Cast	Hand Tally	Michael A. Padilla, SR.	Jessica Erin Polatky	Total Votes	Unresolved Write
060	4	2	0	2	0	2	0
061	11	8	0	8	0	8	0
062	733	170	0	116	53	169	0
063	856	145	1	116	27	143	0
064	655	183	0	137	45	182	0
066	516	118	0	84	33	117	0
067	1048	159	0	122	37	159	0
068	69	19	0	13	5	18	0
069	76	21	0	17	4	21	0
TOTAL	3968	825	1	615	204	819	0

Staff Summary Report

MEETING DATE:	April 14, 2020
AGENDA ITEM:	V. COMMISSION ORGANIZATIONAL MEETING (A)
AGENDA TITLE:	Elections of Mayor and Mayor Pro-Tem

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

PROJECT DESCRIPTION / FACTS

As required in State Statute 3-14-10 At the first meeting of the new commission after each election, or as soon thereafter as practical, the commissioners shall select one of their number as mayor to act for two years, or until a successor is selected and qualified, unless sooner removed by death, resignation or removal from office. The mayor shall preside at all meetings of the commission and perform other duties, consistent with his office, as imposed by the commission. The mayor has all powers and duties of a commissioner, including the right to vote upon all questions considered by the commission. He/She is the official head of the municipality for all ceremonial purposes, for the purpose of civil process and for military purposes. During the absence or disability, the duties shall be performed by another member of the commission, appointed by a majority of the commission and designated as mayor pro tem.

SUPPORT DOCUMENTS:	None
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DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve to Elect a Mayor and Mayor Pro-Tem
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Staff Summary Report

MEETING DATE:	April 14, 2020
AGENDA ITEM:	V. ORGANIZTIONAL MEETING (B)
AGENDA TITLE:	Appointments of Commissioners to Boards/Committees

ACTION REQUESTED BY:	Commission and Staff
ACTION REQUESTED:	Appointment of Commissioners to Boards/Committees
SUMMARY BY:	Karla Sayler, City Clerk

PROJECT DESCRIPTION / FACTS

During this meeting the Commission will discuss and determine appointments to various Boards.

Review attached lists.

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

SUPPORT DOCUMENTS:	Various Board/Committee Lists
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STAFF RECOMMENDATION:	Approve OR Deny
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MOTION:	Move to approve...No Motion Necessary
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AIRPORT ADVISORY BOARD

(Revised April 2020)



**Meetings Held 2nd Monday Quarter
(January, April, July and October) at 4:30 pm
Aztec City Hall, 201 W. Chaco**

Chair

Dale Rhodes

(2 year term)

Vice Chair

(July 2018)

(2 year term)

Andrew Glinn

Member

(July 2018)

(2 year term)

Doug Beery

Member

(July 2018)

(2 year term)

Kevin Neville

Member

(July 2018)

(2 year term)

Jason Walkinshaw

Member

(July 2018)

(2 year term)

Steven Michael

Member

Pete Nadon

Commission Representative

(March 2020)

(2 year term)

Victor Snover



ECONOMIC DEVELOPMENT ADVISORY BOARD



Meetings held on the 3rd Thursday, Monthly at 8:00 a.m.
Aztec City Hall, 201 W Chaco St.

Chairman Member at Large	John Faverino 3 E Energy Services Owner	640 Pioneer Ave Aztec, NM 87410 (505) 334-3662 faverino@3e-energy.net
Vice-Chairperson	Vacant - Pending Appointment by EDAB Board From the List of Current Board Members	
Member Financial Community	Kelbe Tompkins Citizens Bank	215 S. Main Ave Aztec, NM. 87410 (505)599-0100 kelbet@cbnm.com
Member Aztec Chamber of Commerce	Sandy Waybourn	108 S. Main Ave Aztec, NM 87410 (505) 334-7646 director@aztecchamber.com
Member Four Corners Economic Development (4CED)	Arvin Trujillo	5101 College Blvd Farmington, NM 87402 (505) 566-3702 atrujillo@4cornersed.com
Member at Large	Jessica Polatty Feet of Clay	107 S. Main Ave Aztec, NM. 87410 (505)334-4335 feetofclaygallery@hotmail.com
Member City Commissioner Representative	Vacant – Pending Appointment by the City Commission	
City Staff Representative	Steven Saavedra City of Aztec Community Development Director	201 W Chaco St Aztec, NM 87410 (505) 334-7605 ssaavedra@aztecnm.gov
City Staff Minute Taker	Vacant	



LIBRARY ADVISORY BOARD

(Revised March 2020)



**Meetings Held 2nd Wednesday of Odd Numbered Months
(January, March, May, July, September, November)
at 5:30 P.M., at the Library**

Position #1	Lynne Spense	President 2017-2021 May hold one more term
Position #2(Secretary)	Melinda Martinez	Member 2016 to 2020. May hold one more term.
Position #3 (Vice President)	Pamela Madson	Member 2015 to 2019. May hold one more term.
Position #4	Pauline Pao	Member 2019 to 2023. May hold one more term.
Position #5	David Sparks	Member 2019 to 2023. May not hold one more term.
Teen Representative	Vacant	
Library Director	Angela Watkins	
Commission Representative	Austin Randall	

Regular meetings are on the 2nd Wednesday of each odd numbered month, normally at 5:30 pm. Location as appropriate, but normally at the library meeting room. A term is four years; after two consecutive four year terms, it is required that two years elapse prior to taking office on the Board again.



LODGERS' TAX ADVISORY BOARD

(Revised June 2019)



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

Chairman
March 2019

Joshua Large
Microtel
(505) 334-4014
gm@presidentialsuitesaztec.com

Vice Chairman
March 2019

Sandra Harber
Urban Rebel
sandi@urbanrebeldesigns.com

Member
Sept 2016

Jimmy Miller
millerj@sanjuancollege.edu

Member
March 2019

Denise Robertson
Aztec Ruins
denise_robertson@nps.gov

Member
August 2018

103 W. Aztec Blvd
Aztec, NM 87410
505-334-1200
stepbackinn@gmail.com

Commission Representative

Austin Randall
Commissioner

City Representatives

City Manager
(505) 334-7602

City Representatives

Sherlynn Morgan
City Mgr's Admin. Assistant
(505) 334-7606
smorgan@aztecnm.gov

City Representatives

Kathy Lamb
Finance Director
(505) 334-7650
klamb@aztecnm.gov

City Representatives

Kris Farmer
Finance
(505) 334-7651
kfarmer@aztecnm.gov

Aztec Chamber of Commerce

Vacant

Advisory Boards	Randall	Snover	Fry	Sipe	Lewis	Other
Airport		X				
Library	X					
Lodger's Tax	X					
Economic Development				X		
Personnel Committee (this Committee is a two person committee only for the purpose of communicating with the City Manager relating to his performance on a quarterly/semi-annual basis on behalf of Commission)		X		X		

Intergovernmental Boards	Randall	Snover	Fry	Sipe	Lewis	Other
Four Corners Economic Development Foundation (this appointment serves on the 501c3 Foundation board and that seat automatically serves on the 501c6 board also)			X	X (Alternate)		
San Juan Safe Communities Initiative			X			
Farmington Metropolitan Planning Organization		X (Alternate)		X		
NW New Mexico Seniors				X		
ECHO		X				
San Juan Water Commission					X	Steve Mueller
San Juan Regional Medical Center Corporation						DR. BARKMAN/Roger Collins
Council of Governments (COG)	X					Steve Mueller
County Commission Representatives					X	

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2 CITY OF AZTEC
3 COMMISSION MEETING MINUTES
4 March 24, 2020
5

6 **I. CALL TO ORDER**
7

8 Mayor Pro-Tem Fry called the Meeting to order at 6:10 pm at the Aztec City
9 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.
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11 **II. INVOCATION AND PLEDGE OF ALLEGIANCE**
12

- 13 A. Invocation (led by Commissioner Sipe)
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: (Members on web call) Mayor Pro-Tem Fry;
20 Commissioner Sipe; Commissioner Austin Randall;
21 Commissioner Mark Lewis
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23 Members Absent: Mayor Snover
24

25 Others Present: City Manager Steve Mueller; City Attorney Tyson Gobble;
26 Project Manager Ed Kotyk; Admin. Assist. Sherlynn Morgan
27 (see attendance sheet)
28

29 **IV. APPROVAL OF AGENDA ITEMS**
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31 MOVED by Commissioner Sipe to approve the agenda as given; SECONDED by
32 Commissioner Randall
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34 A roll call was taken; All voted Aye: Motion passed four to zero
35

36 **V. CONSENT AGENDA**
37

- 38 A. Commission Meeting Minutes March 10, 2020
39 B. Resolution 2020-1175 Emergency Declaration
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41 MOVED by Commissioner Lewis to Approve the Consent Agenda as given
42 SECONDED by Commissioner Sipe
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44 A roll call was taken; All voted Aye: Motion passed four to zero
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46 **VI. ITEMS REMOVED FROM CONSENT AGENDA**

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NONE

VII. PRESENTATIONS

NONE

VIII. CITIZENS INPUT (3 Minutes Maximum)

NONE

IX. BUSINESS ITEMS

NONE

XI. QUASI JUDICIAL HEARINGS (Land Use)

NONE

XII. COMMISSIONER, CITY MANAGER, DEPARTMENT REPORTS

City Manager Steve Mueller thanked staff for stepping up and taking care of business even with the situation with Covid-19 going on right now. He encouraged everyone to follow the Department of Health Recommendations.

Commissioner Sipe mentioned thanked staff and the City Manager for keeping them all up to date on what is going on.

Commissioner Randall mentioned thanked Commissioner Sipe for all her years of service.

Mayor Pro-Tem Fry thanked Steve Mueller for staying on top of information and keeping them updated. We have 7 cases now in San Juan County.

92 **XIII. ADJOURNMENT**

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94 Mayor Pro-Tem Fry moved to adjourn the meeting at 6:22 pm SECONDED by
95 Commissioner Sipe

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Mayor, Victor Snover

100 ATTEST:

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103 _____
Karla Sayler, City Clerk

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106 MINUTES PREPARED BY:

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Sherlynn Morgan, Administrative Assistant

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DRAFT

Staff Summary Report

MEETING DATE: April 14, 2020
AGENDA ITEM: VIII. CONSENT AGENDA (B)
AGENDA TITLE: Resolution 2020-1177 Authorizing Opening and Closing of Time Certificates of Deposit for City

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: Approve Resolution 2020-1177 Authorizing Opening and Closing of Time Certificates of Deposit for City
SUMMARY BY: Kris Farmer

PROJECT DESCRIPTION / FACTS

- The banks and independent auditors have asked that formal action be taken to open and close investments.
- The Finance Department will solicit all approved depositories (Resolution 2018-1095) for interest rates on Monday, April 6, 2020, for 3, 6, 9 and 12 month certificate of deposit in the amount of \$1,000,000.00.
- Rate quotes received

Financial Institution	Term	Rate	Earnings Projection
Citizens Bank	12 month	.30%	\$3,000.00
Vectra Bank	12 month	.15%	\$1,500.00
Four Corners Community Bank	12 month	.75%	\$7,500.00
Bank of Southwest	No response		
Wells Fargo	No response		
High Desert Credit Union		**	
LGIP	30 day net yield	.732%**	\$7,320.00

** State Local Government Investment Pool (LGIP) 30 day net yield is based on today's (4/8/2020) earning.

**High Desert Credit Union does not have the ability to meet pledging requirements beyond NCUA insurance which is \$250,000.00

- The Finance Department recommends retaining the funds locally for a 12 month period at Four Corners Community Bank. Funds are collateralized at 50% of the certificate (LGIP is not collateralized).

PROCUREMENT

- None

FISCAL IMPACTS

- Estimated interest earned at .75% for 12 months on \$1,000,000.00 is \$7,500.

SUPPORT DOCUMENTS: Resolution 2020-1177

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2020-1177
Authorizing Opening and Closing of Time Certificates of Deposit for City

**CITY OF AZTEC
RESOLUTION 2020-1177**

**AUTHORIZING OPENING AND CLOSING OF TIME CERTIFICATES OF DEPOSIT
FOR CITY**

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

WHEREAS, the City Commission of the City of Aztec, New Mexico, passed, approved and adopted Resolution 2018-1095 Authorizing signatures for city accounts on August 14, 2018 and identified approved depositories for city funds; and

WHEREAS, City of Aztec, New Mexico, Finance department solicited all banks authorized as designated depositories of said City per Resolution 2018-1095, for the term of 12 months; Four Corners Community Bank, Aztec, New Mexico offered an interest rate of .75% for 12 months.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY of the City of Aztec, New Mexico, to open time certificate of deposit 3010211 at Four Corners Community Bank, Aztec, New Mexico, in the amount of \$1,000,000 interest rate of .75% for a 12 month period, beginning April 24, 2020, and to close this time certificate of deposit on its maturity date, April 24, 2021, at Four Corners Community Bank, Aztec, New Mexico.

PASSED, APPROVED, SIGNED AND ADOPTED this 14th day of April 2020, by the Aztec City Commission, City of Aztec, New Mexico

Mayor

ATTEST:

Karla Sayler, City Clerk CMC

Staff Summary Report

MEETING DATE: April 14, 2020
AGENDA ITEM: VIII. CONSENT AGENDA (C)
AGENDA TITLE: Finance Department Record Destruction

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: Approval of Finance Department Record Destruction
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- Commission approved Resolution 2008-776 “Approving and Establishing a Records Management Program” for the City of Aztec on October 21, 2009. Resolution 2019-1133 Designating the Retention and Destruction Schedule for the City of Aztec Municipal Records was approved on May 14, 2019.
- Prior to the final destruction of any city document, Commission approval must be obtained.
- If approval is obtained the documents will be shredded. The Destruction Form will be signed and held by the City Clerk.
- Destruction of the following Finance Department records **requiring** City Commission approval. Records are NOT scanned but have met record retention requirements:
 - None
- Destruction of the following Finance Department records **requiring** City Commission approval. Destruction includes paper and electronic records
 - None
- Destruction of Finance Department records (information only – does not require City Commission approval, Resolution 2010-850 Authorizing Destruction of Hard Copy Records Once Digitally Archived, November 23, 2010):
 - Bids and RFPs issued 2015, 2016, 2017 – records have been scanned and electronic records will be retained. Paper documents to be destroyed
 - RFP Responses – multiple years, multiple projects. Extra proposal copies to be destroyed. Electronic records will be retained.
 - FEMA 4152 Disaster (2013 Floods) – records documenting costs incurred and reimbursed have been scanned and electronic records will be retained. Paper documents to be destroyed.

- NM DHSEM EO2017-017 (2015 Floods) – records documenting costs incurred and reimbursed have been scanned and electronic records will be retained. Paper documents to be destroyed.
- Aztec Arterial Ph 1a – records documenting costs incurred and reimbursed on multiple funding agreements administered by NM DOT. Documents have been scanned and electronic records will be retained. Paper documents to be destroyed.
- Tax Records – 1094-C & 1095-C, Health Insurance Offer and Coverage Reports for 2016, 2017 and 2018. All returns have been scanned and electronic records will be retained. Paper documents to be destroyed.
- Tax Records – 1099 Reports for 2017 and 2018. All returns have been scanned and electronic records will be retained. Paper documents to be destroyed.

PROCUREMENT

- None Required; paper shredding service cost estimated at \$200

FISCAL IMPACTS

- Due to the volume of paper to be destroyed, the Finance Department will contact a firm specializing in document destruction. Funds were included in the FY20 Finance Department budget specific to this purpose.

SUPPORT DOCUMENTS: None

STAFF RECOMMENDATION: Approve

MOTION: Move to Approve the Destruction of Finance Department Documents

Staff Summary Report

MEETING DATE: April 14,2020
AGENDA ITEM: VIII. CONSENT AGENDA (D)
AGENDA TITLE: AZTEC DISC GOLF AGREEMENT

ACTION REQUESTED BY: Jeff Blackburn
ACTION REQUESTED: Approve Aztec Disc Golf Agreement
SUMMARY BY: Jeff Blackburn

PROJECT DESCRIPTION / FACTS

FACTS:

- The agreement will be in place for a one year period, expiring April 14, 2021.
- Upon conclusion of the agreement Staff and San Juan Basin Disc Golf Club representatives will review and decide if a further partnership is acceptable.
- This is a standard agreement (modified) between the City
- This agreement has been reviewed by City Attorney.

San Juan Basin Disc Golf Club is a local organization with strong ties to the professional and amateur disc golf community. Over the past several years they have brought organized disc golf events to courses in Farmington. The organization has also planned and organized numerous cleanup events at the Lions Wilderness disc golf course. With use of local and social media the Association promoted these events and provided an outlet for local and regional disc golf enthusiasts. The Association believes that with the right exposure they can bring large disc golf events to our newly designed course, and over time the events will grow in size. This growth will have a positive impact on the local economy by attracting participants who will need fuel, food, and lodging services.

The Association has taken a keen interest in our disc golf course plans, and wants to be a part of the design and construction. This agreement is written to define their role in the design and construction process; to identify potential liability, and ensure the City retains all ownership of the course and its amenities upon completion.

SUPPORT DOCUMENTS: Aztec Disc Golf Agreement

STAFF RECOMMENDATION: Move to Approve San Juan Basin Disc Golf Club, Disc Golf Course Agreement

MOTION:

AGREEMENT

SAN JUAN BASIN DISC GOLF CLUB

THIS AGREEMENT, made and entered into this April 14th, 2020 by and between the CITY OF AZTEC, NEW MEXICO, a municipal corporation, party of the first part, hereinafter referred to as the City, and SAN JUAN BASIN DISC GOLF CLUB, party of the Second Part, hereinafter referred to as the Association.

SECTION 1: Association Responsibilities Facility Improvements or Repairs

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 construction, maintenance, use, or occupancy of the designated premises or any part thereof.
2. The Association agrees to assist the City in the construction and upkeep of the premises in a manner that will meet the operating standards of a Frisbee Golf Course as listed in Section 2.1
3. All person participating in construction, maintenance, or work of any kind, other than an organized event, pertaining to the Aztec Frisbee Golf Course shall fill out an Aztec City Community Volunteer Form.
4. The Association will submit requests for course improvements that deviate from agreed upon plans in writing 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.
5. Any and all improvements made by Association are considered to become part of the facilities and/or realty and shall be treated as part of the real estate to be owned by the City without cost.

SECTION 2: City Responsibilities.

1. The City agrees to assist the Association in the construction and upkeep, as outlined herein, of the premises in a manner that will meet the operating standards of a Frisbee Golf Course.
 - 1) Installing: concrete anchors and post sleeves, (if needed) for the Disc Golf basket stands and locking tabs for each basket
 - 2) Assist in maintaining Frisbee Golf Baskets, Course Trails and Tees by helping to identify needs due to vandalism, wear, etc., and reporting needs to the Director for assessment of need(s).
2. The City agrees to do the following *as budget funding allows*.
 - 1) Construction of Disc Golf Tee Boxes
 - 2) Construction of (2) Kiosk signs for course map, direction, and rules
 - 3) One 50lb. bag, (18 total), of concrete for each anchor installation
 - 4) Basket flag poles and flags

- 5) Addition of benches
 - 6) Addition of small pavilion with table
 - 7) Addition of Tee Box signs
 - 8) Construct additional Tee Boxes
 - 9) Provide Trash Cans at designated locations on the course
 - 10) Maintenance of vault toilets located in Tiger Park
 - 11) Trash pickup, and maintenance of Trash Cans
2. The City will include the Association in all course improvement plans that deviate from those agreed upon in planning in writing for the duration of this agreement.
 3. Provide to the Association the use of the facilities if reserved with a Special Use Permit signed by the Park's Director.
 4. In the event of schedule conflicts, the City will attempt to reasonably resolve the conflict.
 5. Maintain all facilities during *non-scheduled events*
 6. The City shall make these facilities available to others when it does not infringe upon scheduled use by the Association. *Such users will be liable for any damages they cause and will be prosecuted if charged.*

SECTION 3: Term of Agreement.

1. The agreement is for one (1) year(s) to become effective April 14th, 2020 and shall expire on April 7th, 2021. 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

San Juan Basin Disc Golf Club
#9 CR 2596
Aztec, NM 87410

SECTION 5: 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 6: 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 7: Termination of Agreement.

1. This agreement may be terminated upon mutual agreement or 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 8: 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.

CITY OF AZTEC

SAN JUAN BASIN DISC GOLF CLUB

Mayor

Aztec Disc Golf Course Representative

ATTESTED

City Clerk

Content Review

City Attorney

Staff Summary Report

MEETING DATE: April 14, 2020
AGENDA ITEM: VIII. CONSENT AGENDA (E)
AGENDA TITLE: Resolution 2020-1176 Municipal Surplus

ACTION REQUESTED BY: General Services, Senior Center
ACTION REQUESTED: Approval of Resolution 2020-1176
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The General Services Department has identified city property which no longer provides operational value to the department and requests approval of those items as municipal surplus.
- The Senior Center has identified inoperable equipment which has been replaced and requires surplus declaration to proceed with disposal.
- If the items are not sold they will be donated or disposed of according to NM Statute Sections 3-54-2 and 13-6-1. Disposition of obsolete, worn-out or unusable tangible personal property.

PROCUREMENT

- N/A

FISCAL IMPACTS

- Revenues from sale of surplus items will be applied to General Fund / Joint Utility Fund

SUPPORT DOCUMENTS: Resolution 2020-1176
Surplus List

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2020-1176 Declaring Certain Municipal Property Not Essential For Municipal Purpose and Directing It Be Sold or Disposed.

CITY OF AZTEC RESOLUTION 2020-1176

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

- WHEREAS,** Sections 3-54-2 and 13-6-1 of NMSA, 1978 Compilation authorizes municipalities to sell personal property which is not essential for a municipal purpose or if the property has no value, donate the property to any organization described in Section 501(c)3 of the Internal Revenue Code of 1986; and
- WHEREAS,** the City of Aztec owns certain personal property which is obsolete and/or surplus and no longer needed or useful to the City; and
- WHEREAS,** the Governing Body wishes to declare this property not essential for a municipal purpose so that it can be sold or donated according to statute.

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

PASSED, APPROVED AND SIGNED this 14th day of April 2020.

VICTOR C. SNOVER, MAYOR

ATTEST:

KARLA SAYLER, CITY CLERK

**CITY OF AZTEC
RESOLUTION 2020-1176
April 14, 2020**

MUNICIPAL SURPLUS

Department	Item/Model	
General Services		<p>2000 Ford F250 Truck w/ Tool Box VIN: 1DNF20L7YEB43113 Unit #002-035 Mileage: 57,717 Original Purchase: \$23,204</p> <p>Acquisition Date: 12/1999, General Fund</p> <p>Reason for Surplus: Not Required In Department</p> <p>Condition: Requires tune up, new tires and brake job.</p>
General Services		<p>Toro Greensmaster 3250-D - two units</p> <p>Model: 4383 S/N: 290000258 Hr Mtr: 3684 Price: \$3,500</p> <p>Model: 4383 S/N: 250000865 Hr Mtr: 3851 Price: \$3,500</p> <p>Acquisition Date: 4/2016, purchased from San Juan Country Club specific for use at Aztec Municipal Golf Course</p> <p>Reason for Surplus: Not Required In Department</p> <p>Condition: Fair</p>
		

**CITY OF AZTEC
RESOLUTION 2020-1176
April 14, 2020**

MUNICIPAL SURPLUS

Department	Item/Model
Senior Center	Tru-Freez 3 Door Freezer, Model IT-72F S/N: 4974697 Original Purchase: \$4,929.54 Grant Funding: NM Aging Long Term Services Department (follow our disposal procedures as of 7/2015) Acquisition Date: 2/2008 Reason for Surplus: Freezer inoperable; repairs unreasonable due to age of equipment

Staff Summary Report

MEETING DATE: April 14, 2020

AGENDA ITEM: VIII. CONSENT AGENDA (F)

AGENDA TITLE: City of Aztec Resolution No. 2020-1178 in Support of San Juan County Board of Commissioner's Resolution No. 19-20-50

ACTION REQUESTED BY: City Manager

ACTION REQUESTED: Approve City of Aztec Resolution No. 2020-1178 in support of San Juan County Board of Commissioner's Resolution No. 19-20-50

SUMMARY BY: Steve Mueller

PROJECT DESCRIPTION / FACTS

On March 23rd, 2020, the San Juan County Board of Commissioner's adopted resolution No. 19-20-50. The Chairman of the County Commission asked the county manager, Mike Stark, to forward the resolution to the local municipalities for review and consideration. The resolution urges the Navajo Nation to follow Governor Lujan Grisham's Public Health Emergency Order, keeping all San Juan County casinos closed until the Governor rescinds the Order.

SUPPORT DOCUMENTS: The Board of County Commissioners of San Juan County Resolution no. 19-20-50

DEPARTMENT'S RECOMMENDED MOTION: Move to approve City of Aztec Resolution No.2020-1178 in Support of San Juan County Board of Commissioner's Resolution No. 19-20-50

**CITY OF AZTEC
RESOLUTION 2020-1178**

**Support of San Juan County Board of County Commissioner's
Resolution No. 19-20-50 Requesting All Casinos in San Juan County
Follow Governor Lujan Grisham's Public Health Emergency Order**

WHEREAS, the San Juan County Commission passed, approved and adopted Resolution No. 19-20-50 REQUESTING ALL CASINOS IN SAN JUAN COUNTY FOLLOW GOVERNOR LUJAN GRISHAM'S PUBLIC HEALTH EMERGENCY ORDER

WHEREAS, the health, safety and welfare of the residents of the City of Aztec are of the utmost concern and responsibility of City Commissioners of Aztec; and

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 ("EO 2020-004") that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act due to emergence of the COVID-19 virus, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments and agencies to comply with the directives of the declaration and the further instructions of the Department of Health; and

WHEREAS, on March 12, 2020, New Mexico Department of Public Health Secretary Kathyleen M. Kunkel issued a Public Health Emergency Order to Limit Mass Gatherings Due to COVID-19, which limited certain public gatherings; and

WHEREAS, on March 16, 2020, Secretary Kunkel amended her Emergency Order to completely prohibit mass gatherings, and to close New Mexico casinos during the pendency of the Order; and

WHEREAS, the March 16, 2020 Order excluded casinos operating on Tribal lands, and

WHEREAS, the Orders issued by Secretary Kunkel remain in effect for the duration of the Governor's Executive Order 2020-004, which only expires when it is rescinded by the Governor; and

WHEREAS, on March 13, 2020, Navajo Nation President Jonathan Nez and Vice President Myron Lizer issued Executive Order 001-20 Declaring a State of Emergency due to the COVID-19 virus; and

WHEREAS, on March 17, 2020, the Navajo Gaming Enterprise announced the closing of all Navajo Nation casinos due to concerns about the COVID-19 virus until April 6, 2020; and

WHEREAS, due to the rapid spreading of the COVID pandemic, it appears unlikely that the COVID-19 virus emergency will be alleviated by April 6, 2020; and

WHEREAS, to contain the COVID-19 virus, it appears necessary that all casinos in San Juan County remain closed for a period of time sufficient to assure public protection from the virus.

NOW, THEREFORE, BE IT RESOLVED that in the interest of public health and safety the City of Aztec supports the recommendation of the San Juan County Board of County Commissioners and RESOLUTION NO. 19-20-50 urging the Navajo Nation to follow Governor Lujan Grisham's Public Health Emergency Order, keeping all San Juan County casinos closed until the Governor rescinds the Order.

PASSED, APPROVED, SIGNED AND ADOPTED this 14th day of April 2020, by the Aztec City Commission, City of Aztec, New Mexico

Mayor Victor C. Snover

ATTEST:

Karla Sayler, City Clerk CMC

Jack L. Fortner
Chairman

Jim Crowley
Chairman Pro-Tem

GloJean Todacheene
Member

Michael Sullivan
Member

John T. Beckstead
Member



Mike Stark
County Manager

Evan Villarun
New Business - 8

100 South Oliver Drive
Aztec, New Mexico 87410
Phone: (505) 334-4271 Fax: (505) 334-3168
www.SJCounty.net

RESOLUTION NO. 19-20-50

**REQUESTING ALL CASINOS IN SAN JUAN COUNTY FOLLOW GOVERNOR
LUJAN GRISHAM'S PUBLIC HEALTH EMERGENCY ORDER**

WHEREAS, the health, safety and welfare of the residents of San Juan County are of the utmost concern and responsibility of the Board of County Commissioners of San Juan County; and

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 ("EO 2020-004") that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act due to emergence of the COVID-19 virus, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments and agencies to comply with the directives of the declaration and the further instructions of the Department of Health; and

WHEREAS, on March 12, 2020, New Mexico Department of Public Health Secretary Kathyleen M. Kunkel issued a Public Health Emergency Order to Limit Mass Gatherings Due to COVID-19, which limited certain public gatherings; and

WHEREAS, on March 16, 2020, Secretary Kunkel amended her Emergency Order to completely prohibit mass gatherings, and to close New Mexico casinos during the pendency of the Order; and

WHEREAS, the March 16, 2020 Order excluded casinos operating on Tribal lands, and

WHEREAS, the Orders issued by Secretary Kunkel remain in effect for the duration of the Governor's Executive Order 2020-004, which only expires when it is rescinded by the Governor; and

WHEREAS, on March 13, 2020, Navajo Nation President Jonathan Nez and Vice President Myron Lizer issued Executive Order 001-20 Declaring a State of Emergency due to the COVID-19 virus; and

WHEREAS, on March 17, 2020, the Navajo Gaming Enterprise announced the closing of all Navajo Nation casinos due to concerns about the COVID-19 virus until April 6, 2020; and

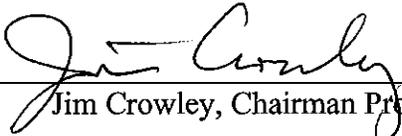
WHEREAS, due to the rapid spreading of the COVID pandemic, it appears unlikely that the COVID-19 virus emergency will be alleviated by April 6, 2020; and

WHEREAS, to contain the COVID-19 virus, it appears necessary that all casinos in San Juan County remain closed for a period of time sufficient to assure public protection from the virus.

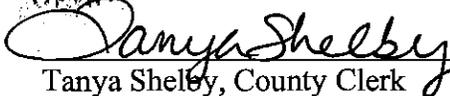
NOW, THEREFORE, BE IT RESOLVED that in the interest of public health and safety, the San Juan County Board of County Commissioners urges the Navajo Nation to follow Governor Lujan Grisham's Public Health Emergency Order, keeping all San Juan County casinos closed until the Governor rescinds the Order.

PASSED, APPROVED, AND ADOPTED this 23rd day of March, 2020.

**BOARD OF COUNTY COMMISSIONERS
OF SAN JUAN COUNTY, NEW MEXICO**

By: 
Jim Crowley, Chairman Pro-Tem




Tanya Shelby, County Clerk

Staff Summary Report

MEETING DATE: April 14, 2020
AGENDA ITEM: VIII. CONSENT AGENDA (G)
AGENDA TITLE: Letter of Termination for San Juan County Crimestoppers Intergovernmental Agreement

ACTION REQUESTED BY: City Manager
ACTION REQUESTED: Approve Letter of Termination to San Juan County Crimestoppers
SUMMARY BY: Steve Mueller

PROJECT DESCRIPTION / FACTS

On 3/25/2020, the San Juan County Manager, Farmington City Manager, Bloomfield City Manager and myself were notified via e-mail that the Executive Director of San Juan County Crime Stoppers had been terminated effective 3/23. San Juan County, the City of Farmington and the City of Bloomfield have all terminated their involvement San Juan County Crimestoppers and the Intergovernmental Agreement dated December 1, 2018.

SUPPORT DOCUMENTS: City of Aztec Letter of Termination dated 4/14/2020 effective 5/14/2020
Intergovernmental Agreement dated December 1, 2018

DEPARTMENT'S RECOMMENDED MOTION: Move to approve Letter of Termination of Intergovernmental agreement with San Juan County CrimeStoppers.

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!

April 14, 2020

San Juan Crimestoppers, Inc.
7450 East Main St.
Farmington, NM 87402

RE: Notice of Termination of Intergovernmental Agreement

San Juan County Crime Stoppers, Inc,

This letter serves as notice of the City of Aztec's termination of the Intergovernmental agreement dated December 1, 2018. Pursuant to paragraph 4.2 of the agreement, this termination shall be effective as of Thursday, May 14, 2020.

Respectfully

Victor Snover
Aztec Mayor

INTERGOVERNMENTAL AGREEMENT

**BETWEEN SAN JUAN COUNTY, NEW MEXICO,
THE CITIES OF FARMINGTON, AZTEC, AND BLOOMFIELD,
NEW MEXICO, AND SAN JUAN COUNTY CRIME STOPPERS, INC.,
A NEW MEXICO NON-PROFIT CORPORATION, REGARDING
THE OPERATION OF A COUNTY-WIDE CRIME PREVENTION PROGRAM.**

THIS AGREEMENT is made and entered into this 1st day of December, 2018, by and between San Juan County, New Mexico ("the County"), the City of Aztec ("Aztec"), the City of Farmington, ("Farmington"), the City of Bloomfield ("Bloomfield"), and San Juan County Crime Stoppers, Inc., a New Mexico non-profit corporation (collectively referred to as "the parties"), to jointly operate a county-wide crime prevention program known as "Crime Stoppers."

1. GENERAL PROVISIONS.

- 1.1 The parties agree to jointly fund the position of Crime Stoppers Executive Director. The Crime Stoppers Executive Director shall be an unclassified employee of San Juan County within Grade PE-11 of the San Juan County salary step system. This position is under the supervision, direction and control of the Board of Directors of Crime Stoppers.
- 1.2 The Crime Stoppers Executive Director's salary shall be at Step 2-1 in the amount of \$20.09 hourly (\$41,787.20 annually). For purposes of budgeting and determining entity contributions under this agreement, 30% of the annual salary shall be used to estimate County benefits. However, the actual percentage may be higher or lower depending on the employee's selection of health insurance and/or any other changes in the amounts within the benefit category. County benefits will be calculated at actual cost and billed accordingly. Benefits include FICA, Workers' Compensation, PERA, NM Retiree Health Care and Health Insurance selected by the employee.
- 1.3 Salary increases shall be awarded under the County's Step Program and an Annual Performance Review Evaluation which shall be conducted by the Chairman of the Crime Stoppers Board. Furthermore, a cost of living adjustment (COLA) as approved by the San Juan County Commission will be implemented annually to the Executive Director's wages, when available.
- 1.4 The Crime Stoppers Executive Director shall coordinate a County-wide crime prevention program. The Executive Director shall be responsible for collecting information from law enforcement agencies for which public assistance is needed and disseminating information through local news media. The Executive Director shall also receive information and tips from the public concerning law enforcement matters, and refer that information in a timely manner to the appropriate law enforcement agency. In addition, the Executive Director shall maintain all records relating to the Program, prepare agendas for monthly meetings of Crime Stoppers, Inc., attend the monthly meetings,

assist with fund-raising, and prepare and present an annual written report of activities and accomplishments to each of the parties to this Agreement.

2. FUNDING.

- 2.1 Each party shall contribute annually to the operation of the Program in the exact amounts shown on attached Exhibit A. The parties will contribute in the following percentages:
- a. The City of Aztec: (15%)
 - b. The City of Bloomfield: (15%)
 - c. The City of Farmington: (35%)
 - d. San Juan County: (35%)
 - e. San Juan County Crime Stoppers, Inc. *see paragraph 2.3
 - f. Total Salary and Benefits (100%)
- 2.2 Each party's contribution shall be increased according to the percentages set out in Paragraph 2.1 to cover annual salary increases and associated benefits.
- 2.3 All costs of operation other than the Executive Director's salary and benefits shall be contributed by San Juan County Crime Stoppers, Inc. and are outside the scope of this Agreement.
- 2.4 Each party's pro-rated contribution under this Agreement shall be made to San Juan County on a monthly basis.
- 2.5 San Juan County shall act as fiscal agent for all funds contributed by the parties pursuant to this Agreement, and shall manage all revenue, maintain all accounts and receive and disburse all funds related to the Program.
- 2.6 The parties hereto shall be strictly accountable for all funds collected and disbursed hereunder.

3. BOOKS, RECORDS.

- 3.1 Crime Stoppers, Inc. shall provide accounting services, general bookkeeping and recordkeeping for the Program. San Juan County will provide accounting services for the payroll of the Executive Director.
- 3.2 Crime Stoppers, Inc. and San Juan County, respectively, shall prepare and present such reports as may be required by law, regulation or contract to any governmental agency.
- 3.3 Crime Stoppers, Inc. and San Juan County, respectively, shall render to the parties hereto, at reasonable intervals, such reports and accounting as the parties hereto may from time to time request.

4. TERMINATION.

- 4.1 This Agreement will automatically renew July 1 of each year unless terminated as described below.
- 4.2 Any party may terminate this Agreement upon thirty (30) days written notice to the other parties of its intention to do so.
- 4.3 Upon notice by a single party of its intent to terminate, the remaining parties may elect to continue the Program under the terms and conditions herein, or may elect to terminate the Agreement in its entirety. If the parties elect to continue with the Program, adjustments in the funding formula must be agreed to by amendment to this Agreement.
- 4.4 Upon termination of this Agreement, any remaining or surplus funds shall be distributed to the parties in the proportion their contributions were made.
- 4.5 Upon termination of this Agreement, the powers granted under this Agreement shall continue to the extent necessary to make an effective disposition of property and a full accounting.

5. AMENDMENT.

This Agreement may be amended by the parties from time to time, but any amendment shall be in writing and executed by all of the parties.

6. SEVERABILITY.

If any of the provisions contained in this Agreement shall be, for any reason, held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been a part hereof.

7. EFFECTIVE DATE.

This Agreement shall be effective upon execution by all of the parties.

8. MERGER.

This Agreement terminates and supersedes all prior agreements pertaining to the operation of the County-wide Crime Stoppers program.

9. AGREEMENT MAY BE EXECUTED IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their duly authorized officers, agents and representatives.

THE CITY OF FARMINGTON,

SAN JUAN COUNTY, NEW MEXICO

By: _____

By: *Mike Stark*
Acting CEO

**THE CITY OF AZTEC,
NEW MEXICO**

**THE CITY OF BLOOMFIELD,
NEW MEXICO**

By: _____

By: _____

**SAN JUAN COUNTY CRIME STOPPERS,
A New Mexico Corporation**

By: _____
Chairman

ATTEST:

Secretary

APPROVED AS TO FORM:

Gregory J. Sany
Attorney for San Juan County

Attorney for City of Farmington

Attorney for City of Aztec

Attorney for City of Bloomfield

Crimestoppers Billing for FY19 and FY20 - 11.15.2018

		FY19						
Position	Proposed Rate	Salary*	FICA	PERA	Medical	NMRHCA	Workers Comp	Total
Crimestoppers Executive Director	\$ 20.09	\$ 24,108.00	1,668.12	2,302.31	8,661.45	482.16	4.60	37,226.64
* Based on 1,200 hrs (15 pay periods based on a start date of 12/03/18)								
Budgeted Medical Coverage - Family								
	EE	ER						
	153.50	577.43						
			Total					
	City of Farmington (35%)	\$	13,029.32	1,861.33				
	City of Aztec (15%)		5,584.00	797.71				
	City of Bloomfield (15%)		5,584.00	797.71				
	San Juan County (35%)	\$	13,029.32	1,861.33				
		\$	<u>37,226.64</u>					

		FY20						
Position	Proposed Rate	Salary	FICA	PERA	Medical	NMRHCA	Workers Comp	Total
Crimestoppers Executive Director	\$ 20.09	\$ 41,787.20	2,891.41	3,990.68	15,013.18	835.74	9.20	64,527.41
Budgeted Medical Coverage - Family								
	EE	ER						
	153.50	577.43						
			Total					
	City of Farmington (35%)	\$	22,584.59	1,882.05				
	City of Aztec (15%)		9,679.11	806.59				
	City of Bloomfield (15%)		9,679.11	806.59				
	San Juan County (35%)	\$	22,584.60	1,882.05				
		\$	<u>64,527.41</u>					

Staff Summary Report

MEETING DATE: April 14, 2020
AGENDA ITEM: VIII.CONSENT AGENDA (H)
AGENDA TITLE: Resolution 2020-1179 Mileage and Per Diem for City Travel

ACTION REQUESTED BY: Kathy Lamb
ACTION REQUESTED: Approval of Resolution 2020-1179 Mileage and Per Diem for City Travel
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- On July 25, 2017, the City Commission approved Resolution 2017-1054 which amended Resolution 2003-603, Mileage and Per Diem for City Travel. This amendment revised the approval process for all travel by employees, commissioners or representatives of the City (Commission approves travel through the budget process and the City Manager pre-approves travel requests for employees and representatives).
- It was recently brought to city staff attention that the existing resolution neglected to include the Municipal Judge. As a result, the Judge is required to seek City Manager approval for travel requirements necessary to the duties and responsibilities of the elected position.
- Resolution 2020-1179 corrects this oversight changing “commissioner” to “elected official”.

PROCUREMENT

- None

FISCAL IMPACTS

- None

SUPPORT DOCUMENTS: Resolution 2020-1179 Mileage and Per Diem for City Travel

DEPARTMENT’S RECOMMENDED MOTION: Move to Approve Resolution 2020-1179 Mileage and Per Diem for City Travel

RESOLUTION 2020-1179

**AMENDMENT OF RESOLUTION
2017-1054 MILEAGE AND PER DIEM
FOR CITY TRAVEL
(Mileage and Per Diem Act)**

WHEREAS, it is the intent of the City of Aztec to maintain a policy for travel expenses outside of San Juan County for any employee, ~~commissioner~~ **elected official** or a representative of the City who is engaged in business, training, meetings, or travel related to the operations of the City; and

WHEREAS, the City shall follow, but not exceed, the State Per Diem and Mileage Act pursuant to authority granted in the NMSA 1978, 10-8-1 et. seq. Laws 2003, Chapter 215, DFA Rule 2.42.2; and

WHEREAS, the City Commission shall approve travel through the approval of the annual City budget adoption process; and

WHEREAS, the City Manager shall pre-approve travel requests for employees or representatives of the City who need to travel outside of the County.

NOW, THEREFORE, be it resolved by the governing body of the City of Aztec that the travel policy attached hereto shall govern all travel requests for expenses incurred outside of San Juan County and may be modified as the State Per Diem Act is amended.

PASS, APPROVED, and ADOPTED this 14th day of April, 2020.

Mayor, City of Aztec

ATTEST:

Karla Saylor, City Clerk

Staff Summary Report

MEETING DATE: April 14, 2020

AGENDA ITEM: VIII. Consent Agenda (I)

AGENDA TITLE: Awarding Comprehensive Plan & LEDA update contract to Consensus Planning

ACTION REQUESTED BY: Community Development Department

ACTION REQUESTED: Approval of the contract to Consensus Planning for the 2020 Comprehensive Plan & LEDA Update

SUMMARY BY: Steven M. Saavedra

PROJECT DESCRIPTION / FACTS

The City of Aztec obtained a conditional planning grant from the New Mexico Finance Authority. This grant is specific toward the update of Aztec's Comprehensive Plan and the Local Economic Development Act (LEDA). At the direction of NMFA, requests for proposals were discouraged based on the time constraints per this grant. However, the COVID-19 crisis and stay at home orders allowed additional time to secure a contract for the Comprehensive Plan. If approved, a signed contract is submitted to NMFA for approval to obligate funds.

The Comprehensive Plan serves as the guiding document for managing growth and development for the next 10-15 years. The Comprehensive Plan covers, but not limited to land use, zoning, subdivisions, signs, housing, transportation, parks and recreation, capital facilities, utilities, and other areas of development. The City's current Comprehensive Plan was adopted in 2002. Unfortunately, Aztec's master plan is acutely outdated and does not reflect changes within the local economy nor current development priorities. The City of Aztec is seeking to contract the Comprehensive Plan and LEDA update with the planning firm known as Consensus Planning. In 2018 Consensus Planning developed the Metropolitan Redevelopment Area (MRA) Downtown Plan for the City of Aztec.

The total consulting cost, with reimbursable expenses, and taxes are \$55,555.63. The NMFA grant covers up to 50,000.00. The City of Aztec funds the remaining balance of \$5,555.63. Prior to the grant, the City allocated \$60,000.00 in FY2020 for an updated Comprehensive Plan. If administered correctly, this planning grant mitigates the costs and updates the master plan for the City of Aztec.

Total Consulting Fees.....	\$50,000.00
Reimbursable Expenses	\$1,500.00
Applicable Gross Receipts Taxes (7.875%)	<u>\$4,055.63</u>
Total Cost	\$55,555.63
NMFA Planning Grant.....	\$50,000.00
Remaining balance.....	\$5,555.63

Terms
 NMFA = New Mexico Finance Authority
 LEDA = Local Economic Development Act
 MRA = Metropolitan Redevelopment Area

Comprehensive Plan = Master Plan
FY = Fiscal Year

FISCAL IMPACTS

- \$5,555.63 financial cost to the City of Aztec
- The Comprehensive Plan is included in the FY20 Annual Budget

SUPPORT DOCUMENTS: Consensus Planning Contract
NMFA Grant Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the contract from
Consensus Planning for a Comprehensive Plan and LEDA Update.

AGREEMENT BETWEEN OWNER AND PLANNER

(THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.)

Project: City of Aztec Comprehensive Plan Update

Contract No:

Distribution to:

Owner

Consultant

Project Representative Funding Agency

Other

This Agreement entered into this ____ Day of April 2020 by and between:

the **Owner:**

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

and the **Planner:**

Consensus Planning, Inc.
302 Eighth Street NW
Albuquerque, NM 87102

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RECITALS

WHEREAS, the Planner was selected pursuant to Sections 13-1-119 through 13-1-122 NMSA 1978 and the Owner's Procurement Regulations; and

WHEREAS, the Owner is authorized to enter into a contract to conduct the planning project pursuant to Sections 13-1- 100 NMSA 1978;

WHEREAS, the Owner agrees to hire the Planner, and the Planner agrees to provide professional and technical services *as required hereinafter* for the Project in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the Planner is responsible for working with the City of Aztec to ensure all planning conforms to appropriate, corresponding state statutes guiding Comprehensive Plans.

IT IS THEREFORE AGREED AS FOLLOWS:

The City of Aztec has hired Consensus Planning, Inc. to prepare an update to the Comprehensive Plan. It is the responsibility of the Contractor to hire the subconsultants and not the responsibility of the City of Aztec. In addition to preparation of these items, the work will also involve graphics created for the project. In preparing the material, Consensus Planning agrees to involve the public through the use of a community survey, public meetings, steering committee meetings, and a meeting before the City Commission.

ARTICLE 1 DEFINITIONS

For purposes of this Agreement, the following definitions shall apply throughout the contract and to all attachments incorporated herein, unless otherwise specified.

- 1.1 **CENTRAL PURCHASING OFFICER:** The Central Purchasing Office is the designated Purchasing Agent of the Owner.
- 1.2 **CODES:** Federal, state, and local codes applicable to the Project.
- 1.3 **DIRECT SALARY:** The gross wages, which do not include costs of employer beyond the amounts of the paychecks.
- 1.4 **GOVERNING AUTHORITY:** The local governing authority for the award of planning contracts is the governing body, and the governing authority for the execution of planning contracts is the mayor.
- 1.6 **OWNER:** The public corporation or association with whom the Consultant has entered into the Agreement and for whom the Work is to be provided.
- 1.7 **OWNER REPRESENTATIVE:** For purposes of this Agreement, the Owner Representative shall be designated by the Owner and whose name(s) shall be submitted in writing to the Consultant. The Owner Representative shall be responsible for administrative decisions and approvals and for contact with the Consultant regarding contractual matters and Project execution.
- 1.8 **PROJECT:** The Project is the total plan of which the Work performed under the Contract Documents may be the whole or a part. The Project is further defined as follows in Paragraph 12.1.
- 1.9 **CONSULTANT:** The individual who shall conduct all plans that involve the Project. The Project Consultant shall be mutually agreed upon by Owner and Consultant at the time this Agreement is entered into by the parties and shall be named herein.
- 1.10 **REIMBURSABLE EXPENSES:** Expenses in addition to the basic services compensation which shall include actual expenditures made by the Consultant or its employees in the interest of the Project (while performing consulting services pursuant to this Agreement) and limited to those items listed in Article 5 of this Agreement and authorized in writing by the Owner.
- 1.11 **SITE:** The physical location on which the planning project is to occur.
- 1.12 **USER (or USER AGENCY):** The agency or department or designated entity for whose use the Project is being planned. For purposes of this Agreement, see paragraph 12.2 for User designation.
- 1.13 **USER REPRESENTATIVE:** The individual(s) designated by the User as the principal contact regarding the Owner's requirements for the Project. Unless specifically designated by the Owner, the User Representative shall not have the authority to render administrative decisions or approvals. See also Article 3 herein. For purposes of this Agreement, the User Representative shall be designated by the Owner and whose name(s) shall be submitted in writing to the Consultant.
- 1.14 **OTHER DEFINITIONS:** The remaining definitions are in Article 1, Definitions, of the conditions of the Contract for Planning, as provided as a part of Exhibit E hereto.

ARTICLE 2 CONSULTANT'S SERVICES AND RESPONSIBILITIES

2.0 BASIC SERVICES

2.0.1 **GENERAL:** The Consultant's basic services shall consist of the following (detailed scope of work attached at the end of this contract):

COMPREHENSIVE PLAN

Phase 1 – Project Kick-Off, Research, and Public Engagement

Phase 2 – Development of Goals/Objectives and Alternative Land Use Scenarios

Phase 3 – Administrative Draft Plan

Phase 4 – Public Draft Plan

Phase 5 – Final Plan and Approval Process

The planning process will follow the scope of work outlined in Exhibit F, Project Scope. Starting from the approval of the contract, as part of the planning process, the Planner will work with a designated City staff and stakeholders and will meet with them in conjunction with public meetings.

Maps will be provided to the City in electronic format as well as hard copy format. Other deliverables will include:

- Copies of all visuals, graphics, and displays;
- 10 Final hardcopy documents in Adobe In-Design and PDF formats; and
- Electronic versions of documents, correspondence, advertisements, and administrative documentation.

2.0.2 The Consultant shall request from the User Representative information sufficient for the Consultant to develop program criteria including the User's goals, objectives, and needs, and the organizational chart of individuals and equipment that shall occupy the Project.

2.0.3 **PROJECT LEGISLATION OR AUTHORIZATION:** The Consultant shall request from the Owner and the User copies of documents supporting the funding request which were presented to the funding entity or other regulatory agencies that provided funds for planning of the envisioned Project. These documents will be furnished for information only. The Owner will establish a budget for utilization by the Consultant in the performance of the services.

2.0.4 **STANDARD OF CARE:** The standard of care for all professional consulting and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession as proscribed by the American Institute of Certified Consultants practicing under similar conditions at the same time and in the same locality. The Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.

2.1 CONSULTANT SERVICES

2.1.1 The project shall establish goals, collect facts, identify concepts, and determine fundamental needs necessary to complete the Project within the funding mandate. Based on the data provided by the User Representative and pursuant to adequate consultation with the User Representative, the Consultant shall prepare a document that adequately reflects the scope of the Project.

- 2.1.2 The Owner and the User Representative shall work with the Consultant to ensure that the information required by the Owner is made available to the Consultant. This information and other requests concerning organization of functions shall be provided in the form of written memoranda.
- 2.1.3 The Owner shall schedule a meeting with the Consultant and the User Representative to define the relationship among these parties. The Consultant shall advise the Owner, in writing, of any information he requires that has not been provided by the Owner and/or the User Representative, or any conflicts between the established program requirements and the funding authorizing the Project.

2.2 TIME

- 2.2.1 The Consultant shall perform Basic and Additional Services as expeditiously as *is* consistent with professional skill and care and the orderly progress of the Work. The Planner shall submit, for the Owner's approval and as a part of this Contract, a schedule for the performance of the Planner's services. This schedule, when approved by the Owner, shall not, except for reasonable cause not within the control of the Planner, be exceeded by the Planner (see Exhibit A, Time Schedule for Project Phases).

2.3 IMPLEMENTATION PHASE

During the Implementation Phase, the Consultant shall, when requested by the Owner:

- 2.3.1 Provide assistance with the refining and adjusting of any portion of the Comprehensive Plan.
- 2.3.2 Assist the Owner in training the Owner's staff to implement and maintain the Comprehensive Plan and if beyond the scope of this contract, can be performed under an Additional Services contract between the Consultant and the Owner.
- 2.3.3 Provide miscellaneous services as requested by the Owner in connection with Project closeout and if beyond the scope of this contract and scope of work can be performed under an Additional Service contract between the Consultant and the Owner.

ARTICLE 3 THE USER REPRESENTATIVE
--

- 3.0 The Owner shall designate one or more departments of the Owner or a designated entity as a User, or User Agency. Such User, or User Agency, shall provide an individual User Representative to perform those functions required of the User Agency.
- 3.1 The User Representative(s) and the Owner shall provide the Consultant with information required under Article 2 of this Agreement, as well as additional information required by the Consultant for the purpose of defining the Scope of the Project and to assist the Consultant and the Owner in the development and completion of the Project.
- 3.2 The User Representative(s) shall meet with the Consultant and/or the Owner at times required by the Owner. The User Representative(s) shall respond to all inquiries submitted by the Consultant and/or the Owner within any reasonable time limits set forth in the inquiry.
- 3.3 Information submitted directly by the User Representative(s) to the Consultant is subject to subsequent approval by the Owner.

**ARTICLE 4
OWNER'S RESPONSIBILITIES**

- 4.1 The Owner shall designate, in writing, an Owner Representative who has the authority to act on his behalf; however, authority for final approval of the Plan and Drawings and Specifications, the Contract Documents, or any Change Order is retained by the Owner. The Owner and the Owner Representative shall examine documents submitted by the Consultant and shall render decisions promptly to avoid unreasonable delay in the progress of the Consultant's services. The Owner Representative, through coordination with the User Representative(s), shall provide information to the Consultant regarding the User's requirements in the development of program documents for the Project.
- 4.2 The Owner shall assist the Consultant by placing at Consultant's disposal all available information pertinent to the Project including previous plans, studies, and any other relevant data.
- 4.3 The Owner shall provide meeting space for all meetings related to the project, assist in posting flyers, advertising meetings, assist in meeting space set up (providing chairs, tables), and electronic copies of documents and any reference maps, if necessary, prior to the first meeting.

**ARTICLE 5
REIMBURSABLE EXPENSES**

Note: All costs related to Basic Services for the production of the Comprehensive Plan are included in the total budget amount outlined in Article 12.4. This includes costs related to travel, including lodging and fuel, reproduction costs, and graphics.

**ARTICLE 6
PAYMENTS TO THE PLANNER**

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

- 6.1.1 Payments for Basic Services shall be made monthly and shall be in proportion to services performed within each phase of services, on the basis set forth in Article 11.
- 6.1.2 When portions of the Project are deleted or otherwise not completed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 1 1.1.2, based on the lowest bona fide bid or negotiated proposal.

6.2 PAYMENT FOR SERVICES AND COSTS

- 6.2.1 The Consultant shall submit a fully completed request for payment for all services and costs on a detailed monthly invoice, which breaks the project down into tasks and budget amounts.
- 6.2.2 Upon the Owner's request, the Consultant shall submit, with their billings at the completion of the Project, certification that payment has been made or will be made upon receipt of payment to consultants, and others for materials and services required by this Agreement. At this time, the

Consultant shall notify the Owner of any disputes regarding payments by the Consultant that may exist at the completion of the Project.

6.3 PAYMENTS WITHHELD

6.3.1 In the event of termination or suspension of the Project due to the fault of parties other than the Consultant, the Consultant shall be compensated for services performed to termination date pursuant to Article 9.

6.4 PROJECT SUSPENSION OR TERMINATION - OTHER PARTIES

6.4.1 In the event of termination or suspension of the Project due to the fault of parties other than the Planner, the Consultant shall be compensated for services performed to termination date pursuant to Article 9.

ARTICLE 7 CONSULTANT'S ACCOUNTING RECORDS
--

7.1 Records of expenses by the Consultant and their Consultants pertaining to all services under this Agreement shall be kept on the basis of generally accepted accounting principles and shall be available at mutually convenient times to the Owner or the Owner's authorized representative. The Owner shall have the right to audit all such records and billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Owner to recover excessive or illegal payments.

7.2 Records of expenses shall be kept by the Consultant and her Consultants and shall be available to the Owner until all applicable statutes of limitations have run, and this provision shall survive and continue beyond the termination of other terms of this Agreement.

7.3 The review of "Records of Expenses" for Lump Sum Fixed Fee portions of the Consultant's services shall be limited to those records that define the percentage of completion, except as otherwise required by federal regulation detailed in Exhibit H.

ARTICLE 8 OWNERSHIP AND USE OF DOCUMENTS

8.1 All documents, including Drawings, Maps, and Specifications provided or furnished by the Consultant (or the Consultant's Consultants) pursuant to this Agreement, are the property of the Owner. The Consultant shall retain no ownership and property interest therein, provided, however, that Owner may allow Consultant the ability of reuse by and at the discretion of the Consultant, and the Consultant's Consultants, as appropriate) whether or not the Project is completed.

8.2 The Consultant shall provide a reproducible copy of the original Drawings, Maps, and Specifications to the Owner for Archival purposes. Additionally, Owner may request all originals, and upon such request Consultant shall turn over all original documents insofar as practicable.

8.3 **Copyright.** No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

8.4 Instruments of Service are drawings, specifications, models, etc., including those in electronic form, prepared by the Consultant with respect to this Project. Upon execution of this Agreement, the Consultant grants to Client a nonexclusive license to use Consultant's Instruments of Service

solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. Client assumes full responsibility for any unauthorized use of Consultant's Instruments of Service and shall indemnify and defend the Consultant for any claims that may arise from such unauthorized use.

ARTICLE 9 TERMINATION OF AGREEMENT

- 9.1 **Termination of Agreement for Cause.** If through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, the Consultant shall provide to Owner all finished or unfinished documents, data, studies, drawings, maps, photographs, and reports prepared by the Consultant under this Agreement, except for deliverable identified under this Agreement which the Consultant shall provide at no additional cost.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner damages sustained by the Owner by virtue of any breach of the Agreement by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the Owner from the Consultant is determined.

- 9.2 If the contract is terminated for any reason other than the fault of the Consultant, the Client will no longer have permission to utilize the plans to complete the project without prior negotiation with the Consultant.
- 9.3 **Termination for Convenience of the Owner.** The Owner may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the Consultant. If the Agreement is terminated by the Owner as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date, provided, however, that Consultant shall refrain from further work except as agreed to by Owner on the date written notice of termination is provided to Consultant. If this Agreement is terminated due to the fault of the Consultant, paragraph 9.1 relative to termination shall apply.

ARTICLE 10 GENERAL AND SPECIAL PROVISIONS

- 10.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.
- 10.2 Unless expressly provided otherwise, terms in this Agreement shall have the same meaning as those in the Conditions of the Contract for Planning, as provided in Exhibit E of this Agreement.
- 10.3 As between the parties to this Agreement: As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of the Owner's approval of the Final Certificate of Payment.

- 10.4 The Consultant shall hold harmless and indemnify the Owner against injury, loss, or damage, including but not limited to court costs and reasonable attorney's fees - arising out of the negligent acts, errors, or omissions of the Consultant.
- 10.5 This Agreement shall not become effective until signed by all parties required to sign this Agreement.
- 10.6 The Consultant and his agents and employees are independent contractors performing professional and technical services for the Owner and are not employees of the Owner. The Consultant and his agents and employees shall not as a result of this Agreement accrue leave, retirement, insurance, bonding, use of Owner vehicles, or any other benefits afforded to employees of the Owner.
- 10.7 The Consultant's plan shall be in compliance with applicable federal, state, and local codes and laws related to the Work, including but not limited to provisions of the Civil Rights Act of 1964 and Executive Order 11246, Title VI, Section 3 and 109. In all cases, the more restrictive code or statute adopted shall govern.
- 10.8 **Assignment.** Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to sub-consultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.
- 10.9 Whenever the Consultant contracts for an additional Project Representative or enters into a joint venture to share the duties and responsibilities of the Consultant under this Agreement, all such agreements require prior Owner approval and must outline the duties and responsibilities of the Consultant and his representative, or joint venturer, or Consultant; and a copy of such approved agreement shall be filed with the Owner. Such agreements shall be amendments to this Agreement.
- 10.10 The Consultant agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner unless the Consultant has express written authority to do so, and then only within the strict limits of that authority.
- 10.11 The Consultant affirms that he currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Consultant further affirms that, in the performance of this Agreement, the Consultant shall employ no person having such interest. The Consultant also agrees that neither he nor anyone employed by him shall have an interest, direct or indirect, in any company hired for the Project as Contractor, subcontractor, or supplier, except when the Project is a design-build project and/or the Owner provides inspections independent of the Consultant.
- 10.12 Pursuant to Section 13-1-191 NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Section 30-14-1, 30-24-2, and 30-41-1 through 3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- 10.13 Professional Liability (Errors and Omissions) Insurance - The Consultant is not required to obtain professional liability insurance and provide a certificate of coverage.
- 10.14 No work requiring the approval of the Owner shall be undertaken until the Owner's written approval has been requested and obtained. Any deviation from this requirement shall be considered a material breach of this Agreement and grounds for termination.
- 10.15 **Notices.** All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States

mail, postage prepaid -in the instance of notice of termination of work also by certified mail - and addressed as shown on the cover sheet to this Agreement.

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided.

- 10.16 **Gender, Singular/Plural.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.
- 10.17 **Captions and Section Headings.** The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.
- 10.18 This document may be executed in counterparts, each of which shall be deemed an original.
- 10.19 **Certificates and Documents Incorporated.** All certificates and documentation required by the provisions of this Agreement shall be attached to this Agreement at the time of execution and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.
- 10.20 **Separability.** If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby and shall continue to be enforceable.
- 10.21 **Waiver.** No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party or any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any term, covenant, or condition thereof.
- 10.22 **Mergers, Dissolution, Successors, and Assigns.** The Consultant agrees that during the term hereof or during the pendency of resolution of any claim by Owner against Consultant it will maintain its existing business structure and will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another business structure or permit one or more other business structures to consolidate or merge into it, unless the surviving, resulting, or transferred business structure, as the case may be: A) Assumes, is capable of, and agrees in writing to perform all of the obligations of the Consultant hereunder; B) Qualifies to do business in the State of New Mexico; and C) The Owner approves the firm or individual Consultant, or new Consultant, if any, who is to proceed.

The terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

- 10.23 The Owner shall determine whether or not the Consultant or the firm named as Consultant in this Agreement shall continue to have all contract rights under this Agreement and continue to represent the Owner under this Agreement in all instances where the Project Consultant ceases to be associated with the firm names in this Agreement.
- 10.24 **Entire Agreement.** This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such

conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

- 10.25 **Interchangeable Terms.** For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.
- 10.26 **Words and Phrases.** Words, phrases, and abbreviations that have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.
- 10.27 **Relationship of Contract Documents.** The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.
- 10.28 **Exhibits and Attachments Incorporated by Reference.** All exhibits, attachments, riders, and addenda referred to in this Agreement, including but not limited to the exhibits referred to in this Agreement, as well as those listed in Paragraph 10.29 below, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full this Agreement to the extent they are consistent with its conditions and terms.
- 10.29 The following Exhibits are attached to and made a part of this Agreement:
- Exhibit A - Time Schedule for Project
 - Exhibit B – List of Consultants
 - Exhibit C - Terms & Conditions for Professional Services, if applicable
 - Exhibit D - Scope of Work

ARTICLE 11 BASIS OF COMPENSATION

- 11.0 The Owner shall compensate the Consultant for the Scope of Services provided in accordance with Article 6, Payments to the Consultant, and other Terms and Conditions of this Agreement, as follows:
- 11.1 COMPENSATION**
- 11.1.1 **For Basic Services,** as described in Paragraphs 2.0 through 2.9, and other services included in Article 12 as part of Basic Services, the compensation is shown in paragraph 12.4.
- 11.1.2 **Payments for Basic Services** shall be made monthly in proportion to services performed so that the compensation at the completion of each phase, except when the compensation is on the basis of a Multiple of Direct Personnel Expense, shall equal the Compensation detailed in paragraph 12.4.
- 11.1.3 **Applicable Gross Receipts and Local Option Taxes and Total Compensation** presented in 12.5 shall be modified by amendment to this Agreement if the tax rate changes during the term of this Agreement.
- 11.2 **For Project Representation Beyond Basic Services,** as described in Paragraph 2.6, compensation shall be computed separately in accordance with Subparagraph 2.6.2. and included with additional services in paragraph 12.4.
- 11.3 **Compensation for Additional Services,** this includes all additional services, shall be computed as a lump sum amount as shown in paragraph 12.4, plus applicable gross receipts and local option taxes.

- 11.3.1 **For Additional Services of the Consultant**, as described in Paragraph 2.9, and any other services included in Article 12 as part of Additional Services, but excluding additional services of Consultants, compensation shall be computed as shown in paragraph 12.4, plus applicable gross receipts and local option taxes.
- 11.3.2 **For Additional Services of Consultants**, a multiple of 1.10 times the amounts billed to the Consultant for such services. The Consultant shall provide the Owner with hourly rates for his Consultants and their employees detailed by professional levels within the firm. Multiples applied to Direct Personnel Expenses, when approved by the Owner, shall be the basis for compensation for the additional services of the Consultant.
- 11.3.3 **For All Additional Services of the Consultant**, as described in paragraphs 11.3.1 and 11.3.2, these services and lump sum amount directly related to such services shall be specifically identified here and included with the additional services as a lump sum amount as shown in paragraph 12.4.
- 11.4 **For Reimbursable Expenses**, if allowed, as described in this Agreement at cost, compensation shall be computed as shown in paragraph 12.4, plus applicable gross receipts and local option taxes. Reimbursable expenses are included in the total budget amount.

**ARTICLE 12
OTHER TERMS AND CONDITIONS OR SERVICES**

- 12.1 PROJECT DESCRIPTION: As defined in paragraph 1.8 the Project is:

Preparation of an update to the Comprehensive Plan
- 12.2 USER AGENCY: As defined in paragraph 1.12 the User (or User Agency) is: The City of Aztec.
- 12.3 Reimbursable expenses are included in the total contract amount.
- 12.4 COMPENSATION: Pursuant to paragraphs 12.1, 12.2, and 12.3, payments for all services, including gross receipts taxes, shall be computed on:

Total Consulting Fees	\$50,000.00
Reimbursable Expenses	\$1,500.00
Applicable Gross Receipts Taxes (7.875%)	<u>\$4,055.63</u>
Total Lump Sum Fixed Compensation	\$55,555.63

OWNER/PLANNER PROFESSIONAL SERVICES AGREEMENT SIGNATURE PAGE

Contract No. _____

AGREED

By: _____

Date: _____

Jacqueline Fishman, AICP
Principal, Consensus Planning, Inc.

NM Tax ID No: 02-164090-00-4
Federal ID No: 85-0389353

REVIEWED AS TO BUDGETARY SUFFICIENCY

Finance Officer

By: _____

Approved Disapproved

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY

Legal Counsel

By: _____

APPROVED

Owner:

CITY OF AZTEC

By: _____

Date: _____

Attest: _____

(Municipal Clerk)

**EXHIBIT A
TIME SCHEDULE FOR PROJECT**

City of Aztec Comprehensive Plan

Consultant will provide a Public Draft Plan nine months from the date of the signed contract, public review and approval process by the City Commission will be two months, for a total eleven-month planning process.

**EXHIBIT B
LIST OF CONSULTANTS**

PLANNING:

Consensus Planning, Inc

302 Eighth Street NW

Albuquerque, NM 87102

(505) 764-9801 (phone)

(505) 842-5495 (fax)

fishman@consensusplanning.com

www.consensusplanning.com

EXHIBIT C
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. **Termination of Contract for Cause.** If through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall there-upon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, the Consultant shall provide to Owner all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner damages sustained by the Owner by virtue of any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the Owner from the Consultant is determined.
2. **Termination for Convenience of the Owner.** The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the Owner as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date, provided, however, that Consultant shall refrain from further work except as agreed to by Owner on the date written notice of termination is provided to Consultant.. If this Contract is terminated due to the fault of the Consultant, paragraph 1 hereof relative to termination shall apply.
3. **Changes.** The Owner may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant compensation, which are mutually agreed upon by and between the Owner and the Consultant, shall be incorporated in written amendments to this contract.
4. **Personnel**
 - a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
 - b. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the Owner. Any work or services subcontracted hereunder be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. **Assignability.** The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Owner thereto consistent with paragraph 10.8 above.
6. **Reports and Information.** The Consultant, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. **Records and Audits.** The Consultant shall maintain accounts and records, including personnel,

property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner and to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the Owner or any authorized representative and will be retained for six (6) years after the expiration of this Contract unless permission to destroy them is granted by the Owner and the funding agency.

8. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner.
9. **Copyright.** No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
10. **Compliance with Local Laws.** The Consultant shall comply with applicable laws, ordinances and codes of the State and the Owner, and the Consultant shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. **Equal Employment Opportunity.** During the performance of this Contract, the Consultant agrees as follows:
 - a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owners setting forth the provisions of this non-discrimination clause.
 - b. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
 - c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Owner's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f. In the event of the Consultant's non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Owner's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Owner, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
12. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
13. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. **Interest of Members of the Owner.** No member of the governing body of the Owner and no other officer, employee, or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.
15. **Interest of other Local Public Officials.** No member of the governing body of the Owner and no other public official of the Owner, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.
16. **Interest of Consultant and Employees.** The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.
17. **Access to Records.** The State funding (grantor) agency or any of its duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

All records connected with this contract will be maintained in a central location by the Owner and will be maintained for a period of six (6) years from the official date of close-out of the grant.

EXHIBIT D – SCOPE OF WORK

PROJECT APPROACH

Consensus Planning will solicit and engage the Aztec community in the preparation of a community vision that guides the Comprehensive Plan update. We believe that a key component to achieving a high level of participation is having elected officials and community leaders act as champions of the process.

The update to the Comprehensive Plan should be accessible to all residents and present the story of the City's future as a vibrant community that reflects the input, vision, and pride of its residents.

Our approach to updating the Comprehensive Plan is highlighted by the following:

1. The Comprehensive Plan elements will include a description of existing conditions; data analysis; identification of issues; and community vision, goals, objectives, and strategies that are based on our public engagement process, research and analysis, and our professional planning expertise. Maps, tables, charts, and photos will supplement the narrative sections in each Plan element. An implementation schedule will be organized by Plan element and will list the projected timeline and responsible entity for each implementation strategy. The City's ICIP will be referenced in the Comprehensive Plan. Capital projects will be incorporated into the Plan elements, as applicable.
2. The Comprehensive Plan elements are anticipated to include:
 - Executive Summary (i.e. purpose and intent, public engagement process, vision, etc.)
 - Community Profile (i.e. history, demographics and trends, geology, geography, etc.)
 - Land Use (i.e. existing and future land use, zoning analysis and recommendations, sustainable development, infill and redevelopment, annexation, goals/objectives/strategies, etc.)
 - Parks and Recreation (i.e. local and regional, cultural attractions, goals/objectives/strategies, etc.)
 - Economic Development (i.e. diversification, small business retention and development, job training, LEDA analysis, goals/objectives/strategies, etc.)
 - Transportation (i.e. local and regional systems, multi-modal, goals/objectives/strategies, etc.)
 - Utilities (i.e. water, sanitary sewer, storm drainage, electric, gas, telecommunications, goals/objectives/strategies, etc.)
 - Community Services and Facilities (i.e. public safety, public facilities, community health, public education, goals/objectives/strategies, etc.)
 - Housing and Neighborhoods (i.e. housing character and condition, programs, projects, community pride, goals/objectives/strategies, etc.)
 - Hazard Mitigation (i.e. best practices, hazard mitigation plans, emergency management, goals/objectives/strategies, etc.)
 - Implementation (i.e. objectives, strategies, timelines, responsible entities, goals/objectives/strategies)
3. Public engagement is one of the key elements to a successful planning effort. Consensus Planning proposes a public participation program consisting of:
 - ✓ Project Website – Consensus Planning will develop a project website that provides regular updates on the Comprehensive Plan. The website will include links to the community survey, notices regarding public meetings, survey results, and draft documents, and allow viewers to submit comments or questions to the Project Team. We will provide the City with a link to the project website that can be posted on the City's website and social media.
 - ✓ Community Survey – A survey will be developed and tailored to generate information that will help the Project Team assess the current conditions and desires for the future of the community. The survey will include a range of questions regarding growth and development, transportation, housing, commercial services, public safety, education, outdoor recreation, and demographics.

Surveys are an excellent way for the City to receive input from a greater number of residents that may not typically be inclined to attend a public meeting. The survey will be made available on Survey Monkey and in hard copy so that all residents have an opportunity to participate. We will provide a link to the survey and a hard copy that can be distributed at City Hall, Aztec Public Library, and Aztec Senior-Community Center.

- ✓ Steering Committee – Consensus Planning recommends the establishment of a steering committee to ensure communication between the community and the Project Team. Typical roles of the Steering Committee would include helping to identify issues of the community; reviewing draft materials; helping to prioritize planning implementation steps; getting the word out about the Plan and upcoming meetings; and participating in public meetings. Steering Committee meetings will coincide with each of our trips to Aztec. We can also be available for online meetings with the Steering Committee between our trips to Aztec, as needed.
 - ✓ Stakeholder Interviews/Meetings – Consensus Planning will work with the City Project Manager on developing a list of stakeholders to meet with during the start of the project. Stakeholders should include a range of business owners, developers, elected officials and City staff, seniors, and other community groups. Consensus Planning will schedule a series of short stakeholder interviews/meetings to be held during our first two trips to Aztec. We can also conduct individual stakeholder interviews by phone, if needed.
 - ✓ Public Meetings – Public meetings will be held at key milestones during the planning process. This will include a visioning meeting in the beginning of the project; a second meeting to receive input on alternative land use scenarios and the goals and objectives developed from the community survey, public meeting, stakeholder interviews, and meetings with the Steering Committee; and a third meeting to present strategies and the draft Comprehensive Plan.
4. The Project Team will review all current development and land use codes, planning documents, and studies (e.g. transportation, utilities, stormwater, hazard mitigation) related to the Comprehensive Plan. These plans and documents will be summarized in the Comprehensive Plan under the appropriate Plan element.
 5. Consensus Planning will use the following resources for information related to population, employment, economic, and housing characteristics: US Census Bureau and American Community Survey; New Mexico Department of Workforce Labor; New Mexico Economic Development Department; New Mexico Taxation and Revenue; Bureau of Business and Economic Research; Bureau of Labor Statistics; etc.
 6. Consensus Planning will review and incorporate, as appropriate, projects identified in the City's current Infrastructure Capital Improvement Plan. The projects will be sorted into the appropriate section of the Comprehensive Plan.
 7. Consensus Planning will create an implementation plan that is based upon the actions and strategies identified in the Plan. The implementation schedule will be mindful of the City's fiscal constraints, potential outside funding sources (and their local match requirements), and on-going operational and maintenance costs. It will include tables that indicate the action, responsible entity, and anticipated timeframe. We will also include a comprehensive funding source list in the appendix.
 8. Consensus Planning will provide a Technical Memorandum to the City Project Manager that summarizes the progress made by the end of each major phase of the project.
 9. Consensus Planning will complete the Comprehensive Plan within 10-12 months of signing the contract. Our project schedule commits to completing an administrative draft Comprehensive Master Plan within eight months, the public draft Comprehensive Master Plan in nine months, and the final plan adoption in 10-12 months, depending on the City Commission's schedule and preference.

PROJECT SCOPE

Phase 1: Project Kick-Off, Research, and Public Engagement

- 1.1 Project Kick-off - Meeting with the City Project Manager to discuss project milestones, schedule, public meeting details, project management, and deliverables. This will include establishing the primary point of contact, communications, and identification of key community leaders and stakeholders that we should interview. Our goal is to have our first meeting with the Steering Committee during the project kick-off trip, if feasible.
- 1.2 Project Website - Develop a project website to post meeting notices, updates, and drafts throughout the planning process.
- 1.3 Project Dropbox - Establish a project Dropbox and share with the City Project Manager and the Steering Committee. The Dropbox will be used to convey draft documents, background plans and studies, etc.
- 1.4 Existing Land Use Survey - Complete an existing land use survey to serve as the base for preparing alternative future land use scenarios. Our staff will complete a windshield survey over a period of two days to determine land uses and existing neighborhood conditions. We will create a map in GIS to determine the distribution and relative proportion of existing land uses in Aztec.
- 1.5 Research and Analysis - Conduct data collection, research, and analysis of existing conditions relevant to each Plan element, demographics, economic indicators, planning, economic development, engineering studies, etc.
- 1.6 Community Survey - Design a community survey that includes questions regarding growth and development, economic development, quality of life issues, transportation, housing, parks and recreation, cultural attractions, etc. The survey will be distributed via Survey Monkey and hard copy. The results will be incorporated into the applicable Comprehensive Plan elements.
- 1.7 Public Notification - Provide a press release and flyer announcing the first public meeting, the link to the on-line community survey, and locations where participants can fill out hard copies of the survey.
- 1.8 Steering Committee Meeting - Review the project scope, committee roles and expectations, project schedule, and public meeting goals and details. We will also conduct a visioning exercise with the Steering Committee.
- 1.9 Identifying Stakeholders - Work with the City Project Manager on scheduling a series of brief stakeholder interviews with individuals or small groups that we can conduct in person during our trip to Aztec or via a phone meeting, as schedules dictate.
- 1.10 Public Meeting – Facilitate a public meeting to introduce the project, planning process, and hold an interactive visioning session that encourages participants to articulate what they see Aztec being in 2040.
- 1.11 Memorandum - Prepare a memo that summarizes the Phase 1 findings and progress.
- 1.12 Timeframe and Meetings
 - Timeframe: 4 months
 - Meetings: 1 Project Kick-off meeting; 1 Steering Committee meeting; multiple stakeholder interviews; 1 public meeting as a listening session and visioning process

Phase 2: Development of Alternative Concepts

- 2.1 Goals and Objectives – Development of draft goals and objectives by Plan element based on Phase 1 research, survey results, and public meeting input. Provide draft goals and objectives to the City Project Manager for review and comment.

- 2.2 Future Land Use Scenarios - Develop alternative Future Land Use Scenarios based on community priorities for infill, redevelopment, annexation, etc. Provide alternative Future Land Use Scenarios to the City Project Manager for review and comment.
- 2.3 Steering Committee Meeting - Hold a meeting with the Steering Committee to review draft goals and objectives, and alternative concepts and receive input.
- 2.4 Public Meeting – Facilitate a public meeting to present the draft goals and objectives, and alternative future land use scenarios. The public meeting should be held in the early evening to ensure maximum public participation.
- 2.5 Project Website - Post the draft goals and objectives, and alternative future land use scenarios on the project website.
- 2.6 Memorandum - Prepare a memo summarizing the Phase 2 findings and progress.
- 2.7 Timeframe and Meetings
 - Timeframe: 2 months
 - Meetings: 1 Steering Committee meeting; 1 public meeting to present the draft goals/objectives and alternative Future Land Use Scenarios

Phase 3: Administrative Draft Comprehensive Plan

- 3.1 Implementation Strategies – Based on our research, analysis, public meetings, and alternative concepts generated under Phase 1 and 2, Consensus Planning will create implementation strategies that correspond to the goals and objectives provided under each Plan element.
- 3.2 Administrative Draft Comprehensive Plan - Produce the Administrative Draft and provide a digital copy to the City Project Manager and the Steering Committee for review and comment.
- 3.3 Memorandum - Prepare a memo summarizing the Phase 3 findings and progress.
- 3.4 Timeframe
 - Timeframe: 2 months

Phase 4: Public Draft Comprehensive Plan

- 4.1 Public Draft Plan - Revise the Comprehensive Plan based on comments from the City Project Manager and Steering Committee. Provide a digital copy in the project Dropbox and a link on the project website two weeks prior to the public meeting.
- 4.2 Public Notification - Provide a press release and flyer announcing the date and time of the public meeting to review the Draft Plan.
- 4.3 Project Website - Post the Draft Comprehensive Plan on the project website two weeks prior to the public meeting.
- 4.4 Steering Committee Meeting - Present the draft Comprehensive Plan to the Steering Committee and receive input.
- 4.5 Public Meeting - Hold a public meeting to present the draft Comprehensive Plan. The public meeting should be held in the early evening to ensure maximum public participation.
- 4.6 Memorandum - Prepare a memo summarizing the comments received on the public draft and responses from the Project Team, as needed.
- 4.7 Timeframe and Meetings
 - Timeframe: 2 months
 - Meetings: 1 Steering Committee meeting, 1 Public Meeting to present the draft Comprehensive Plan.

Phase 5: Final Plan and Approval Process

- 5.1 Final Plan - Make revisions to the Comprehensive Plan based on comments received from the City Commission and provide a digital copy of the Comprehensive Plan for the adoption hearing.
- 5.2 Resolution - Assist the City in preparing a resolution for adoption of the Comprehensive Plan.
- 5.3 Final Deliverable - Provide a digital copy and 10 hard copies of the final adopted Comprehensive Plan.
- 5.4 Project Website - Post the final Comprehensive Plan on the project website two weeks prior to the City Commission meeting.
- 5.5 Timeframe and Meetings
 - Timeframe: 2 months
 - Meetings: 1 City Commission meeting for adoption of the Comprehensive Plan.



NEW MEXICO
FINANCE AUTHORITY

October 24, 2019

Via First Class Mail and Email

City of Aztec

Attn: Steven Saavedra, Community Development Director

201 W. Chaco Street

Aztec, NM 87114

ssaavedra@aztecnm.gov

Re: City of Aztec, NMFA Project No. PG-5064, Comprehensive Plan with LEDA Component

Dear Mr. Saavedra:

The Board of Directors of the NMFA met to review your LGPF grant application for a Comprehensive Plan with LEDA today. The City received conditional approval by NMFA for a grant for 100% of the cost of the Comprehensive/LEDA Plan, up to \$50,000.

You will have **18 months** from **October 24, 2019** to complete the Comprehensive/LEDA Plan, obtain approval from NMEDD, and close on the grant. The following conditions and deadlines must be satisfied prior to closing and funding this grant:

1. Approval of professional services agreement by NMFA within 5 months: **March 24, 2020**
2. Submission of the Comprehensive Plan to NMEDD within 12 months: **October 24, 2020**
3. Final approval from NMEDD within 16 months: **February 24, 2021**
4. Be ready to close on the grant within 17 months: **March 24, 2021**
5. All additional information requested by NMFA in order to close the grant.

You will submit the planning document to Fred Shepherd at New Mexico Economic Development Department for his review and approval. Once NMEDD approves the planning document we will start the closing process.

Feel free to contact me with questions at (505) 992-9658, or email at LGPF@nmfa.net.

Sincerely yours,

Mary L. Finney

Local Government Planning Fund Coordinator

Enclosure

cc: Fred Shepherd, (505) 490-7666, Fred.Shepherd@state.nm.us

Aztec, City of
Comprehensive Plan with LEDA Component
Local Government Planning Fund

Application No. PG-5064

A. Executive Summary

Applicant: Aztec, City of	Board Date: 10/24/2019
NMFA Analyst: Susan M. Rodriguez	Project: Comprehensive Plan with LEDA Component
Compliance with NMFA Policies: Yes	Amount: \$50,000.00
Recommendation: Approval	

B. PROJECT AND APPLICANT CRITERIA

Project Scope:

Aztec intends for this Comprehensive Plan to address land use, zoning, housing, transportation, parks and recreation, capital facilities and utilities, and economic development. Updating the LEDA ordinance and the Comprehensive Plan will help reshape the City's future so that the eventual goals and recommendations can bring a more healthy and sustainable future. Aztec's last comprehensive plan was completed in 2002 and the LEDA ordinance was last updated in 2011. Aztec plans to use this document towards applying for DFA -Local Government Division, CDBG funding.

Grant Structure

Project Amount	\$50,000.00
Local Match Requirement	\$0.00
Grant Amount	\$50,000.00

Entity Profile

Applicant Profile		Percentage of State		Award Calculations		
Entity MHI	\$42,108	% State MHI	90%	MHI Award	25%	\$12,500
Grant Waivers						
Local Match Waiver	75%					\$37,500
Reason for Waiver:	Local Economic Development Act Plan					
Grant Award						
Project Amount	\$50,000	Cash Available for Project	\$0			
Unmet Need	\$50,000	Maximum Grant Amount	\$50,000			
Document Preparer	TBD		Document Reviewer	NMEDD		

Local Government Planning Fund

Project Number	Planning Document	Closing Date	Project Status	Grant Amount
PG-3663	Metropolitan Redevelopment Act Plan	7/20/2018	Closed	\$50,000.00
PG-5064	Comprehensive Plan with LEDA Component		Request for Approval	\$50,000.00
Total				\$100,000.00

C. Readiness to Proceed

Final approval of this project is based on the submission of certain readiness to proceed items. The following have been submitted to NMFA:

1. NMFA Application;
2. NMFA Application Resolution;
3. Most current Audit, Approved Final Budget, Supplemental information; and
4. Open Meetings Act Resolution

Prior to funding of this application, NMFA will require the entity to submit or meet the following criteria:

1. Approved Professional Services Agreement within five months of board approval;
2. Submittal of the planning document for approval within one year of board approval;
3. Close the grant agreement within 18 months of board approval; and
4. Any additional information requested by the NMFA.

Staff Summary Report

MEETING DATE: April 14, 2020
AGENDA ITEM: VIII. CONSENT (J)
AGENDA TITLE: ITB 2020-741 Electric Substation Voltage Regulators

ACTION REQUESTED BY: Electric Department, Finance Department
ACTION REQUESTED: Award of ITB 2020-741
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The electric sub-station includes General Electric voltage regulators which were installed in 1999 with an expected life span of 10 years. The City has been extremely fortunate that there have not been a failure with the regulators; however, we are on borrowed time and replacement is necessary.
- A decision was made to bid voltage regulators that will require regular maintenance, recommended every five years, as opposed to regulators with a guaranteed twenty year life.

Voltage Regulator Bid (10 yr estimated life)	\$28,727.61
20 year life voltage regulator	\$47,694.50
Original cost of existing regulators (each)	\$10,052.63

PROCUREMENT

- Invitation to Bid (ITB) was published on the City website, Vendor Registry, and submitted to Bid Rooms on March 17, 2020. The bid was publically opened on Tuesday, April 7, 2020.
- One bid was received direct from the equipment manufacturer Eaton Power Systems Division, Cooper Power Systems LLC.
- The Electric Director has reviewed the bid submittal and recommends award of the bid to Cooper Power Systems LLC.
- The bid submitted indicates an extended delivery period (308 days) due to the uncertainty of the COVID-19 pandemic.
- Total bid submitted for 3 units: \$86,182.83

FISCAL IMPACTS

- The FY20 Annual Budget, Joint Utility Fund, Electric Department, includes \$200,000 for Capital Outlay at the discretion of the Electric Director. A portion of those funds will be appropriated to this purchase in the current year and will be re-appropriated with the FY21 Annual Budget.

SUPPORT DOCUMENTS: ITB 2020-741 Bid Tabulation

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Award of ITB 2020-741
Electric Sub-Station Voltage Regulators to Cooper Power Systems LLC



Bid Tabulation
ITB 2020-741
Electric Sub-station Voltage Regulators
 Opened April 7, 2020 3:00 pm
 Schedule award date: April 14, 2020
Recommended Award To: COOPER POWER SYSTEMS LLC

Item	Description	Quantity	Unit	SUMMIT ELECTRIC		
				Delivery Time	Each	Total
1	Cooper voltage regulator, 10% voltage regulation with CL-7 controller (NO substitutions will be accepted)	3	each	308 days	\$28,727.61	\$86,182.83
2	Spare Parts, Labor and/or additional Materials (regulator stands, if required, bushing pads, etc.) sufficient for 3 units	1	lot	Included		\$0.00
3	Freight – price for freight of shipping fully assembled equipment (3 units)	1	LS	Included		\$0.00
						\$86,182.83
Total Bid Comparison Including 5% NM State Preference:						N/A
Total Bid Comparison Including 10% Resident Veteran Preference						N/A