

AG E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
June 9, 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, June 9, 2020
it will be streamed live on www.youtube.com City of Aztec**

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. PROCLAMATION

LGBTQ Pride Month June 2020

V. APPROVAL OF AGENDA ITEMS

VI. CONSENT AGENDA

- A. Commission Special Workshop Meeting Minutes May 21, 2020
- B. Commission Meeting Minutes May 26, 2020
- C. Commission Special Meeting Minutes June 1, 2010
- D. ITB 2020-746 Aztec Airport Runway 8-26 Pavement Rehabilitation
- E. ITB 2020-747 Annual Chemical Supply- Water & Wastewater Treatment Plants
- F. Resolution 2020-1188 Authorizing Submission of Application to Grant Funds and Execution of Contract Document: Runway 8-26 Pavement Rehabilitation, AIP Project No. 3-35-0056-006-2020
- G. Resolution 2020-1189 NMDOT Control No C5142088 East Aztec Arterial Funding Agreement
- H. NM Environment Grant Agreement 20-667-2060-0015, Animas River Habitat Enhancement and Bank Stabilization Project

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.

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"

VII. ITEMS REMOVED FROM CONSENT AGENDA

VIII. CITIZENS INPUT (3 Minutes Maximum)

IX. BUSINESS

None

X. QUASI JUDICIAL HEARINGS (LAND USE)

None

XI. COMMISSIONER, CITY MANAGER, DEPARTMENT REPORTS

XII. 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.

DECLARING THE MONTH OF JUNE 2020 "LGBT MONTH" IN AZTEC, NEW MEXICO

Whereas, Many of the residents, students, city employees, and business owners within the City of Aztec who contribute to the enrichment of our City are a part of the lesbian, gay, bisexual, transgender, and questioning community; and

Whereas, LGBT youth make up a disproportionate number of the American youth who are homeless or who commit suicide; and

Whereas, various advancements have been made with respect to equitable treatment of lesbians, gay men, bisexual, transgender, and questioning persons throughout the nation, out there continues to be some opposition against people from around the world making it important for cities like Aztec to stand up and show support for our residents who are affected; and

Whereas, June has become a symbolic month in which lesbians, gay men, bisexual people, transgender, and supporters come together in various celebrations of pride;

Whereas, the City of Aztec is part of San Juan County, where the Civility First program was created to promote positive relations and mutual goodwill while extending a welcoming hand to all who live in or visit the Four Corners region;

Now Therefore, We, the Aztec City Commission do hereby proclaim the month of June as LGBT Pride Month in the City of Aztec, and invite everyone to reflect on ways we all can live and work together with a commitment to mutual respect and understanding;

Victor Snover, Mayor

1 CITY OF AZTEC
2 SPECIAL WORKSHOP MEETING MINUTES
3 May 21, 2020
4

5 **I. CALL TO ORDER**

6 Mayor Snover called the Meeting to order at 5:19 pm.
7

8
9 MEMBERS PRESENT: (Members were on web call) Mayor Snover;
10 Mayor Pro-Tem Fry; Commissioner Austin
11 Randall; Commissioner Mark Lewis;
12 Commissioner Mike Padilla (In Person)
13

14 MEMBERS ABSENT: NONE

15
16 OTHERS PRESENT: City Manager Steve Mueller; IT Director
17 Wallace Begay; City Clerk Karla Saylor
18

19 **A. Fiscal year 2021 Budget Workshop**
20

21 Mayor Snover opened the workshop and turned it over to City Manager Steve
22 Mueller and Finance Director Kathy Lamb. Kathy apologized about the lateness
23 of the material but numbers keep being revised as new information is coming in.
24 She explained that after tonight's meeting with additions or subtractions will be
25 recorded into the full budget book and she will get that to Commission on Friday.
26 She mentioned that revenues will dramatically decrease June, July, August and
27 September due to GRT. Having to look at every line item, she is more
28 comfortable with the joint utility fund than the general fund right now because of
29 the slim cash reserve. Whatever budget we adopt will need to be monitored on a
30 monthly basis.

- 31 • Taking a hard look at personnel; there are no pay increases added in the
32 budget
- 33 • Health insurance increase by 3%
- 34 • NM Self Insurers has offered a 1 time premium discount of 50% to the
35 workers comp. and general liability so this will save about \$100,000
- 36 • All vacant positions are not budgeted to be filled until after Jan. 1st
- 37 • No new positions budgeted
- 38 • Retirements that finance is aware of have been added
- 39 • Positions that are furloughed or laid off are budgeted starting July 1st but
40 this will depend on how we are allowed to reopen due to Covid-19 and
41 department requirements
- 42 • Temporary positions for seasonal purposes have been cut in half pushing
43 out until the 1st of the year l
- 44 • YCC program has been eliminated from the budget which is \$25,000
45 annually
- 46 • Cuts to travel, training, and supply accounts

- All capital has been cut for the majority (police cars, parks equipment)

Commissioner Padilla wanted to add Kokopelli Park pavilion to the capital budget. City Manager mentioned that with the situation right now we will put it in the queue for a year or two. Most of the shelters and the pads are at \$15,000 or \$20,000. Mayor Snover likes the idea of beautifying public spaces when we can.

- We need to look at habitual expenses and see if they are still valuable to the City
- Kathy went over the different types of funds and explained what they can be used for
- Kathy explained the reductions in the different revenues
- Kathy continued down the list and went over the things that are most needed in the City

II. ADJOURNMENT

Moved by Mayor Snover to adjourn the meeting at 6:45 p.m.

Mayor, Victor C. Snover

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Sherlynn Morgan, Administrative Assistant

1 CITY OF AZTEC
2 COMMISSION MEETING MINUTES
3 May 26, 2020
4

5 **I. CALL TO ORDER**
6

7 Mayor Snover called the Meeting to order at 6:00 pm
8

9 **II. INVOCATION AND PLEDGE OF ALLEGIANCE**
10

- 11 A. Invocation (led by Commissioner Randall)
12 B. United States Pledge of Allegiance (led by Mayor Snover)
13 C. New Mexico pledge of Allegiance (led by Mayor Snover)
14

15 **III. ROLL CALL**

16 Members Present: (Members on web call) Mayor Snover; Mayor Pro-Tem Fry;
17 Commissioner Austin Randall; Commissioner Mark Lewis;
18 Commissioner Mike Padilla (In Person)
19

20 Members Absent: None
21

22 Others Present: City Manager Steve Mueller; City Attorney Tyson Gobble
23 (virtual); City Clerk Karla Sayler (see attendance sheet)
24

25 **IV. PROCLAMATION**
26

27 NONE
28

29 **V. APPROVAL OF AGENDA ITEMS**
30

31 MOVED by Commissioner Randall to approve the agenda as given with the
32 exception of business item (G); SECONDED by Commissioner Lewis
33

34 A roll call was taken; All voted Aye: Motion passed five to zero
35

36 **VI. CONSENT AGENDA**
37

- 38 A. Commission Meeting Workshop Minutes May 12, 2020
39 B. Commission Meeting Minutes May 12, 2010
40 C. Letter of Support for Northern Area Local Workforce Development Board
41 D. City Clerk Record Destruction
42 E. Resolution 2020-1187: Emergency Ban on Open Fires and Fireworks
43

44 Commissioner Padilla had a correction to the minutes from last meeting in his report
45 section to change Naval Academy to any Academy.

46 MOVED by Commissioner Lewis to Approve the Consent Agenda as given with
47 the corrections to the minutes SECONDED by Mayor Pro-Tem Fry

48

49 A roll call was taken; All voted Aye: Motion passed five to zero

50

51 **VII. ITEMS REMOVED FROM CONSENT AGENDA**

52

53 None

54

55 **VIII. CITIZENS INPUT (3 Minutes Maximum)**

56

57 NONE

58

59 **IX. BUSINESS ITEMS**

60

61 A. Final Adoption of Ordinance 2020-502: Amending the Municipal Code of
62 Aztec, New Mexico, Chapter 4, Alcoholic Beverage

63

64 City Manager Steve Mueller mentioned that this refers to the Sunday Alcohol
65 sales that was approved by the citizens at the March Election. He explained the chapter
66 4 relates directly to state statutes chapter 60, we will have a link in our code directly to
67 the state statute so any future amendments by the state legislature would automatically
68 be incorporated into our code. We have received no comments regarding this
69 ordinance.

70

71 MOVED by Mayor Pro-Tem Fry to Approve Final Adoption of Ordinance 2020-
72 502: Amending the Municipal Code of Aztec, New Mexico, Chapter 4, Alcoholic
73 Beverage SECONDED by Commissioner Lewis

74

75 A Roll Call was taken all voted Aye; Motion passes 5 to 0

76

77 B. Final Adoption of Ordinance 2020-503: Amending the Municipal Code of
78 Aztec, New Mexico, Chapter 1, Section 12-2-2 Alcohol in Reference to Chapter 4

79

80 City Manager Steve Mueller mentioned that this refers to chapter 4 and it
81 updates the fine schedule and we have not had any comment on this ordinance.

82

83 MOVED by Commissioner Lewis to Approve Final Adoption of Ordinance 2020-
84 503: Amending the Municipal Code of Aztec, New Mexico, Chapter 1, Section 12-2-2
85 Alcohol in reference to Chapter 4 SECONDED by Commissioner Randall

86

87 A Roll Call was taken all voted Aye; Motion passes 5 to 0

88

89 C. Final Adoption of Ordinance 2020-504: Amending the Municipal Code of

90 Aztec, New Mexico, Chapter 16, to Establish Article XII Fee Schedule for Liquor License
91 Fees

92
93 City Manager Steve Mueller mentioned that this refers to the fees that are in
94 Chapter 16 which the City collects for the appropriate liquor license and to date we have
95 not had any comment on this ordinance.

96
97 MOVED by Commissioner Randall to Approve Final Adoption of Ordinance 2020-
98 504: Amending the Municipal Code of Aztec, New Mexico, Chapter 16, to establish
99 Article XII Fee Schedule for Liquor License Fees SECONDED by Mayor Pro-Tem Fry

100
101 A Roll Call was taken all voted Aye; Motion passes 5 to 0

102
103 D. Intent to Adopt Ordinance 2020-505: Amending Chapter 19 - Public Library

104
105 City Manager Steve Mueller mentioned that this refers to chapter 19 referring to
106 the public library, and after a recent review by our Library Director, she wanted to make
107 the changes mentioned.

108
109 MOVED by Commissioner Randall to Approve Intent to Adopt Ordinance 2020-
110 505: Amending Chapter 19 – Public Library SECONDED by Commissioner Lewis

111
112 A Roll Call was taken all voted Aye; Motion passes 5 to 0

113
114 E. Intent to Adopt Ordinance 2020-506: Amending Chapter 16 - Fee Schedule

115
116 City Manager Steve Mueller mentioned that this refers to chapter 16 was looked
117 at by the Library Director and she recommended changes and this is what the intent to
118 adopt is referring to.

119
120 MOVED by Commissioner Lewis to Approve Intent to Adopt Ordinance 2020-
121 506: Amending Chapter 16 – Fee Schedule SECONDED by Mayor Pro-Tem Fry

122
123 A Roll Call was taken all voted Aye; Motion passes 5 to 0

124
125 F. Consider FY21 funding of MOU's for Aztec School District – School
126 Resource Officers (District and High School)

127
128 City Manager Steve Mueller mentioned that we currently have two agreements in
129 place currently that both expire July 31st of 2022 with the ability to review annually by
130 June 15th which is what we're doing. He wanted to bring it before Commission for
131 discussion with the pandemic it puts every in a budget situation. The way the SRO's
132 work is we don't have one specific officer assigned to the high school or district and that
133 is why we have a number of officers acting as SRO's at any time. The officers are
134 brought to work at an overtime rate and currently the schools split 50/50 with the City.

135 There are a couple of options: continue as is, terminate the agreement and burden the
136 schools for the entire cost, or come up with a different formula.

137

138 Mayor Snover mentioned that it is budgeted for already and if we have the
139 resources to help we should help any way possible.

140

141 Chief Heal mentioned that it is a great program and the Police Department takes
142 pride in the service they are able to give the schools with the program. They are able to
143 get to know the students and it works out great. They pay all of the cost for the officers
144 except for half of the overtime. It's an important program and to lose it would be
145 devastating. He knows times and budgets are tough.

146

147 School Superintendent Kirk Carpenter echoed what Chief Heal said and he
148 knows with the expenses they recognize what the City does and they don't take that for
149 granted. He mentioned that the relationships that are built between the students and the
150 officers pays dividends and he appreciates the relationship between the school district
151 and the city and at the same time he understands what the City wants to do with the
152 budget. They will do whatever to keep the program going this is a program that they
153 can't do without.

154

155 Commissioner Padilla feels like this is a good program and he is glad to hear that
156 it is in the schools budget also.

157

158 Commissioner Randall mentioned that he would like to see us proceed with what
159 we have been doing and wish we could do more and he definitely doesn't want to see
160 cutbacks.

161

162 Mayor Pro-Tem Fry and Commissioner Lewis also felt it is important.

163

164 MOVED by Commissioner Padilla to Approve FY21 funding of MOU's for Aztec
165 School District – School Resource Officers (District and High School) SECONDED by
166 Commissioner Lewis

167

168 A Roll Call was taken all voted Aye; Motion passes 5 to 0

169

170 G. FY21 Preliminary Budget Approval (**PULLED**)

171

172 **X. QUASI JUDICIAL HEARINGS (Land Use)**

173

174 NONE

175

176 **XI. COMMISSIONER, CITY MANAGER, DEPARTMENT REPORTS**

177

178 City Manager Steve Mueller mentioned that we are monitoring the drought
179 conditions, we are currently at stage 1 which is voluntary compliance and if we see a

180 need to move to stage 2 they will let everyone know. The Budget workshop that was
181 scheduled for tonight will be rescheduled for Monday, June 1st at 5:15 with a special
182 meeting after to approve the preliminary budget and get that submitted.

183
184 Commissioner Padilla attended the EDAB board meeting it was very informative.
185 He was excited to hear that the barbecue building on Ash Street will be occupied with a
186 long time lease by USDA .

187
188 Commissioner Randall asked that since we passed the fire restrictions that on the
189 main page of the website that we have listed very clearly what is and what isn't allowed;
190 he doesn't want there to be any question on what's allowed. He attended the LTAB
191 meeting last Monday and one of the big concerns was the letter that Commission
192 approved to send to the State about readdressing the statute on what lodger's tax can
193 be used for; this was construed as being a bailout for the hotel industry and no other
194 businesses. He apologized and explained it at the meeting. LTAB was also upset
195 because the letter didn't go before them first. He told them that it was not a bailout it
196 was just a letter asking them to look at loosening up the lodger's tax statute on how
197 money can be spent. He mentioned that we need to be sensitive and mindful to the
198 other industries and business owners because everyone is very touch right now and in
199 a hard place.

200
201 Mayor Pro-Tem Fry mentioned she attended San Juan County Partnership and
202 they have transitioned into a new director her name is Anna Kreski. They have been
203 able to tap into some of the funding that the Federal Government made available to
204 support their prevention programs. She attended the MPO technical committee meeting
205 and it was informative and helpful. She will attend the MPO policy committee on
206 Thursday. She attended EDAB; lots of concerns about business being affected by the
207 pandemic. Sandy Waybourn made the presentation on our piano project and the 1st
208 piano will be placed this week by Soaps on Main.

209
210 Mayor Snover mentioned that he attended a 4CED executive board meeting last
211 week and was able to get reacquainted with some folks. He has an ECHO board
212 meeting tomorrow evening at 5:30. He congratulated the graduating class of 2020, it's
213 been an emotional couple of years topped off with a very unconventional graduation
214 ceremony and they are going to have an interesting story to tell their kids. They are very
215 resilient kids and they are going to come out as better young adults from this
216 experience. He thanked the City and School District for all the support. He thanked City
217 staff for plugging away and doing extraordinary things in challenging times and they are
218 keeping the City services going and also mindful of budget and all the things with the
219 health order and he told City Manager Steve Mueller that he appreciates his leadership
220 through all of this.

221
222 Chief Heal mentioned that the graduation went wonderful and it was fun honoring
223 the graduates and it was definitely unique and they will remember it forever.

224

225 General Services Director Jeff Blackburn mentioned that he will reach out to Laci
226 Phillips and get the posters of the graduates to her. Also over the weekend someone
227 turned the power off at Riverside Park so if you get calls about how the Park is looking,
228 they are working on that.

229

230 **XIII. ADJOURNMENT**

231

232 Mayor Snover moved to adjourn the meeting at 6:44 pm SECONDED by
233 Commissioner Lewis

234

235

236

237

Mayor, Victor Snover

238 ATTEST:

239

240

241

Karla Saylor, City Clerk

242

243

244 MINUTES PREPARED BY:

245

246

247 _____
Sherlynn Morgan, Administrative Assistant

248

249

250

251

1 CITY OF AZTEC
2 SPECIAL COMMISSION MEETING MINUTES
3 June 1, 2020
4

5 **I. CALL TO ORDER**
6

7 Mayor Snover called the Meeting to order at 5:15 pm
8

9 **II. INVOCATION AND PLEDGE OF ALLEGIANCE**
10

- 11 A. Invocation (led by Mayor Pro-Tem Fry)
12 B. United States Pledge of Allegiance (led by Commissioner Lewis)
13 C. New Mexico pledge of Allegiance (led by Commissioner Lewis)

14 **III. ROLL CALL**
15

16 Members Present: (Members were on web call) Mayor Snover; Mayor Pro-Tem
17 Fry; Commissioner Austin Randall; Commissioner Mark
18 Lewis; Commissioner Mike Padilla (In Person)
19

20 Members Absent: None
21

22 Others Present: City Manager Steve Mueller; City Attorney Tyson Gobble
23 (virtual); City Clerk Karla Sayler (see attendance sheet)
24

25 **IV. APPROVAL OF AGENDA ITEMS**
26

27 MOVED by Commissioner Randall to approve the agenda as given; SECONDED
28 by Commissioner Lewis
29

30 All voted Aye: Motion passed five to zero
31

32 **V. BUSINESS ITEMS**
33

34 A. Approval of Preliminary Fiscal year 2021 Budget
35

36 City Manager Steve Mueller mentioned that we have the preliminary budget
37 before us tonight and we have had several budget workshops. He stated that as of
38 Friday we have had one new addition dealing with the North West New Mexico Seniors.
39 Kathy has added some numbers that will impact the budget for FY21.
40

41 Finance Director Kathy Lamb said what may happen with the senior food
42 program is with NWNM seniors backing away from the administrative and fiscal role. It
43 appears at this point that City of Farmington will be taking on the fiscal portion of the
44 program but we just have very basic information at this point. July 1st happens in the
45 middle of the week we need to have a budget in place so that the program continues
46 seamlessly for our seniors. With basic information she just provided salaries for 2

47 drivers and a kitchen aid and also with the city purchasing the food and any supplies
48 associated. This may change as we progress in developing how this actually looks.

49

50 Commission thanked Kathy and the finance staff for putting the budget book
51 together and mentioned that it is very useful the way it is presented.

52

53 MOVED by Commissioner Randall to Approve the submittal of the Fiscal Year
54 2021 Preliminary Operating Budget to NM Department of Finance and Local
55 Government Division SECONDED by Commissioner Lewis

56

57 A Roll Call was taken all voted Aye; Motion passes 5 to 0

58

59 B. Temporary Use Permit for Outdoor and patio Service for Restaurants and Sign
60 Requirements for Businesses

61

62 City Manager Steve Mueller explained that what staff is looking to do with this
63 Temporary Use Permit is assist the local businesses and restaurants in any way
64 possible during this current economic crisis and think outside the box to use existing
65 public space in close proximity to the business, temporarily relax some of the sign
66 codes to help how we can to get these businesses back on their feet. The duration
67 would be from June 1st, 2020 through January 5th, 2021.

68

69 All Commissioners were in support of this in order to help businesses.

70

71 MOVED by Mayor Pro-Tem Fry to Approve the Temporary Use Permit for
72 Outdoor and Patio Service for Restaurants and Sign Requirements for Businesses
73 SECONDED by Commissioner Lewis

74

75 A Roll Call was taken all voted Aye; Motion passes 5 to 0

76

77

78 **VI. ADJOURNMENT**

79

80 Mayor Snover moved to adjourn the meeting at 4:44 pm SECONDED by
81 Commissioner Lewis

82

83

84

85

86

Mayor, Victor Snover

87

88

89

90

91

Karla Saylor, City Clerk

91

Staff Summary Report

MEETING DATE:	June 9, 2020
AGENDA ITEM:	VI. CONSENT AGENDA (D)
AGENDA TITLE:	ITB 2020-746 Aztec Airport Runway 8-26 Pavement Rehabilitation

ACTION REQUESTED BY:	Finance
ACTION REQUESTED:	Award of Bid Contingent Upon Secured Project Funding
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The City requested bids for pavement rehabilitation for Runway 8-26. The runway was reconstructed in 2011 and this will be the first major maintenance project performed on the runway surface.

PROCUREMENT / PURCHASING (if applicable)

- The Invitation to Bid (ITB) was published on the city website and Vendor Registry as well as published in the Daily Times on Wednesday, May 13, 2020. Bids were submitted electronically by June 1, 2020, 3:00 and were opened on the same date at 4:00 PM
- Two bids were received:
 - American Airport Maintenance (Tucson, AZ) \$138,000.00
 - Maxwell Asphalt, Inc. (Salt Lake City, UT) \$155,760.00
- Project engineer (Bohannon Huston, Inc.) project estimate is \$235,750.00 (without tax).
- Bohannon Huston, Inc. has reviewed the bids submitted for accuracy and compliance with Federal Aviation Administration requirements and recommends award of ITB 2020-746 to American Airport Maintenance.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The Aztec Municipal Airport is eligible for \$150,000 annual appropriation through the FAA Airport Improvement Program. These funds may accumulate for a maximum of four years, or \$600,000. If the funds are not obligated by the beginning of the next federal fiscal year (October 1), one year of funding is lost and the new fiscal year funding becomes available (if Congress has appropriated funds).
- The FAA Airport Improvement Program provides 90% of the project funding and the March 2020 CARES Act provides remaining 10% federal funding for this project (no state or city match requirement) with a deadline for grant application to be submitted by June 15, 2020.

- This project and secured project funding will be included in the FY21 Adopted Budget on July 28, 2020 (or may require a special budget resolution if is finalized late June or early July)

SUPPORT DOCUMENTS: ITB 2020-746 Tabulation
Bohannan Huston Inc Award Recommendation

DEPARTMENT'S RECOMMENDED MOTION: Move to Award ITB 2020-746 Runway 8-26 Pavement Rehabilitation to American Airport Maintenance contingent upon secured funding through FAA and authorize the City Manager to execute the construction agreement.

June 2, 2020

Ms. Kathy Lamb
City of Aztec
301 W. Chaco
Aztec, NM 87410

RE: Aztec Airport Improvements 2020
Runway 8-26 Pavement Rehabilitation
AIP Project No. 3-35-0056-006-2020
Sponsor Bid No. ITB 2020-746

Dear Ms. Lamb:

Two sealed bids were received, opened, and read aloud on June 1, 2020, at 4:00 pm in an on-line Go To Meeting due to the Covid-19 Public Health Order.

The bids are summarized below:

	ENGINEER'S ESTIMATE	American Road Maintenance dba American Airport Maintenance 4554 E Eco Industrial Pl Tucson, AZ 85756 480-309-7102	Maxwell Asphalt, Inc. 650 South Delong Street Salt Lake City, UT 84101 801-972-2097
TOTAL BASE BID	\$235,750.00	\$138,000.00	\$155,760.00
BASE BID NMGRT @ 8.5%	\$19,449.38	\$11,385.00	\$12,850.20
TOTAL BASE BID with NMGRT	\$255,199.38	\$149,385.00	\$168,610.20

The bids have been evaluated and are shown on the attached bid abstract.

All required documents were submitted with the bids. The required bid bonds were submitted.

The bids appear to be reasonable for the work anticipated. The two prime contractors have current registration with the Labor Enforcement Fund. None of the listed subcontractors meet the criteria for registration with the Labor Enforcement Fund.

The certification for Contract Documents, Specifications and Drawings in electronic form was provided.

Ms. Kathy Lamb
City of Aztec
June 2, 2020
Page 2 of 2

Both contractors said they would meet the Disadvantaged Business Enterprise (DBE) goals for this project.

The bid contained a Base Bid only

The contractor evaluation is attached.

The qualified low bidder, American Road Maintenance, holds a correct and current New Mexico Contractors license as verified via the State CID web site. Registration with the Labor Enforcement Fund for the prime contractor was verified. The contractor is not on the Federal suspended or disbarred contractor listing, nor is on the State list of suspended or debarred contractors. The Bid Bond was issued by a company listed in Federal Register Circular 570.

The listed Disadvantaged Business Enterprise (DBE) firm is currently listed as a New Mexico Department of Transportation DBE, but is shown as a decertified DBE on the U.S. Department of Transportation web site. In discussion with your FAA Program Manager, as the AIP grant is under \$250,000, the DBE requirements are not applicable.

All other bidding requirements appear to be in compliance with the bidding documents. The contractor bid evaluation is attached.

BHI has consulted with the FAA on funding available for this project. Based on these consultations, it appears that funding is available to Award the Construction Contract Base Bid.

Based on this we recommend the City of Aztec accept the bid for the Aztec Municipal Airport – Runway 8-26 Pavement Rehabilitation from American Road Maintenance dba American Airport Maintenance subject to the concurrence of the Federal Aviation Administration and receipt of the actual grants; award a contract for the Base Bid in the amount of **\$ 138,000.00** excluding NMGR.

NMGR at the current City rate of **8.25%** should be included in the project budget for an overall construction budget amount of **\$ 149,385.00**.

Should you have any questions concerning this please contact Mark Huntzinger or me at your or staff's convenience. We are looking forward to assisting the City on this important project for the airport.

Sincerely,

Dumas Slade
Aviation Manager

MH/jma

Attachment (1)

1. Bid Abstract
2. Contractor Evaluation

cc:

Richard Tollefson, FAA
Dan Moran, NMAD

**AZTEC MUNICIPAL AIRPORT
 RUNWAY 8-26 PAVEMENT REHABILITATION
 AIP 3-35-006-2020**

TABULATION OF BIDS RECEIVED ON: Monday, June 1, 2020

			ENGINEER'S ESTIMATE				American Road Maintenance dba American Airport Maintenance 4554 E Eco Industrial Pl Tucson, AZ 85756 480-309-7102		Maxwell Asphalt, Inc. 650 South Delong Street Salt Lake City, UT 84101 801-972-2097	
BID ITEM NO.	SPECIFICATION ITEM NUMBER	ITEM DESCRIPTION	UNIT TYPE	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED AMOUNT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT
BASE BID										
1	A-101-5.1	Construction Surveying by Contractor	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00	\$ 2,500.00	\$ 2,500.00
2	C-105-6.1	Mobilization	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 12,500.00	\$ 12,500.00	\$ 15,000.00	\$ 15,000.00
3	SP-1	Safety Plan Compliance	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00
4	P-101-5.1	Marking Removal	SF	16,300	\$ 3.00	\$ 48,900.00	\$ 1.00	\$ 16,300.00	\$ 1.45	\$ 23,635.00
5	P-608R-8.1	Asphalt Surface Treatment	SY	34,500	\$ 3.50	\$ 120,750.00	\$ 2.00	\$ 69,000.00	\$ 2.25	\$ 77,625.00
6	P-608R-8.2	Runway and High Speed Exit Taxiway Friction Testing	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00
7	P-620-5.1b	Marking	SF	8,200	\$ 3.00	\$ 24,600.00	\$ 2.50	\$ 20,500.00	\$ 3.00	\$ 24,600.00
8	P-620-5.1c	Reflective Media	LB	800	\$ 2.50	\$ 2,000.00	\$ 1.50	\$ 1,200.00	\$ 3.00	\$ 2,400.00
TOTAL BASE BID ITEMS 1 - 20						\$235,750.00	\$138,000.00	\$155,760.00		
TOTAL BASE BID						\$235,750.00	\$138,000.00	\$155,760.00		
NMGRT Rate	8.25%	BASE BID NMGRT				\$19,449.38	\$11,385.00	\$12,850.20		
TOTAL BASE BID with NMGRT						\$255,199.38	\$149,385.00	\$168,610.20		

Certification of Bid Tabulation: _____

Staff Summary Report

MEETING DATE: June 9, 2020

AGENDA ITEM: VI. CONSENT AGENDA (E)

AGENDA TITLE: ITB 2020-747 Annual Chemical Supply – Water & Wastewater Treatment Plants

ACTION REQUESTED BY: Water & Wastewater Treatment Plants

ACTION REQUESTED: Award of Bid

SUMMARY BY: Kathy Lamb & Amanda Williams

PROJECT DESCRIPTION / FACTS

- Chemicals used in the treatment process of water and wastewater are bid annually.
- Annual usage is based on previous year usage and Plant operational changes.

PROCUREMENT

- ITB 2020-747 Annual Chemical Supply, published May 17, 2020, bids due June 2, 2020 3:00 PM & opened on same date at 4:00 PM. The bid request did not require bidders to bid on all chemicals included in the bid.
- Four (4) bids were received. All companies bidding have provided chemicals to the City in previous years. No bids were evaluated with the NM Residential Preference.
- A breakdown of the bids (per item) is shown on the attached Bid Tabulation Form. Multi bids received for the liquid aluminum sulfate (water treatment) & ferric chloride (wastewater plant), one bid was received for each of the chemicals (all different vendors).
- Comparison to FY20 bids:

Chemical	FY20		FY21	
	Unit Cost	Annual Est	Unit Cost	Annual Est
Aluminum Sulfate **	\$212.38	\$21,238	\$210.98	\$27,428
Ferric Chloride **	\$1,020.00	\$15,300	\$1,005.00	\$19,095
Clarifloc	\$625.50	\$5,004	\$648.00	\$5,184
Methanol	\$893.75	\$20,556	\$981.75	\$10,800
Sodium Hypochlorite 10% **	\$1.45	\$14,500	\$1.55	\$18,600

** Annual costs for FY21 include increased quantities and account for the majority of the increase in the annual costs in comparison to FY20.

FISCAL IMPACTS

- FY2020-21 Estimated costs based on estimated usage:

	Item	Estimated Usage	Bid Price	Annual Cost Est.
Water Treatment	1. Liquid Aluminum Sulfate	130 tons	\$210.98/ton	\$27,428
	2. Sodium Hypochlorite 10%	12,000 gal	\$1.55/bulk gal	\$18,600
Water Treatment Total:				\$46,028

Wastewater Treatment	3. Ferric Chloride	19 totes	\$1,005.00/tote	\$19,095
	4. Clarifloc	8 drums	\$648.00/drum	\$5,184
	5. Methanol	11 totes	\$981.75/tote	\$10,800
Wastewater Treatment Total:				\$35,079

- The FY2020-21 Preliminary Budget includes \$52,500 for water treatment chemicals and \$65,000 for wastewater treatment chemicals (including other various chemicals not on this bid).

SUPPORT DOCUMENTS: ITB 2020-747 Bid Tabulation

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve ITB 2020-747 Annual Chemical Supply to the following:

Item 1 to Chemtrade in the amount of \$210.98 / liquid ton
Item 2 to DPC Industries in the amount of \$1.55 / bulk gallon
Item 3 to DPC Industries in the amount of \$1,005.00 / 270 gallon tote
Item 4 to SNF (Polydyne) Inc. in the amount of \$648.00 / drum
Item 5 to Thatcher in the amount of \$981.75 / tote



ANNUAL CHEMICAL SUPPLY - TREATMENT PLANTS

BID #2020-747

BID DATE: JUNE 2, 2020 4:00PM

SCHEDULE AWARD DATE: JUNE 9, 2020

Bid award recommendations to City Commission:

REVISED: Chemtrade Bid Item #1; DPC Industries Bid Items #2 & #3; SNF Inc Bid Item #4; Thatcher Bid Item #5

		Liquid Aluminum Sulfate 48% (bulk-truckload)	Sodium Hypochlorite – 10% solution	Ferric Chloride – UN2582 40% Solution Strength	Clarifloc C4266 Or equivalent (polymer)	Methanol
		LIQUID TON	BULK GALLONS	270 GALLON TOTE	55 GALLON DRUM	345 GALLON TOTE
BID	COMPANY	BID ITEM #1	BID ITEM #2	BID ITEM #3	BID ITEM #4	BID ITEM #5
1	CHEMTRADE	\$210.98/liquid ton (\$435/dry ton)	No Bid	No Bid	No Bid	No Bid
2	DPC INDUSTRIES	No Bid	\$1.55/bulk gallon	\$1,005/tote	No Bid	No Bid
4	SNF INC/POLYDYNE INC.	No Bid	No Bid	No Bid	\$648.00/drum (\$1.44/lb * 450 lbs/drum)	No Bid
6	THATCHER COMPANY	\$217.99/liquid ton	No Bid	1166.40/tote (275 gallon totes/1188.00)	No Bid	981.75/tote
7	UNIVAR USA	No Bid	No Bid	No Bid	No Bid	No Bid

Staff Summary Report

MEETING DATE: June 9, 2020
AGENDA ITEM: VI. CONSENT AGENDA (F)
AGENDA TITLE: Resolution 2020-1188 Authorizing Submission of Application to the Federal Aviation Administration, Authorize Acceptance of Grant Funds and Execution of Contract Documents : Runway 8-26 Pavement Rehabilitation, AIP Project No. 3-35-0056-006-2020

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: Approval to Submit FAA Grant Application
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

Acronyms:

FAA – Federal Aviation Administration
AIP – Airport Improvement Program
NMAD – New Mexico Aviation Division
CIP – Capital Improvement Plan

Background:

- The Aztec Municipal Airport (N19) is eligible for AIP funds in the amount of \$150,000 annually. These funds may be accumulated for four years or a maximum of \$600,000 for larger projects or used annually for smaller projects. The AIP funding requires a 10% match which is typically split equally between NMAD and the City. Funding availability is also constrained by the federal budget process – continuing resolutions may only provide partial funding throughout a federal fiscal year.
- In March 2020, the CARES Act provided additional federal funding for airport projects which will replace the state and city match requirement.
- Funding may only be used for projects which have been identified through the Aviation CIP submitted to both FAA and NMAD. Projects are submitted after consultation with the City, its engineering representative, NMAD and FAA. Projects may be split into multiple phases to meet both funding availability and phase duration. For example, a project may be split into environmental, design and construction phases or one phase which includes design and environmental.
- While funds may be appropriated to the airport, an application process is required. The process includes a resolution by which the governing body authorizes the submittal of the federal application and authorizes the City Manager to accept funding on behalf of the City and to execute documents related to the project.

Project:

- Federal funding assistance is being requested for Runway 8-26 Pavement Rehabilitation (ITB 2020-746, Consent Item C).

- Runway 8-26 was reconstructed in 2011 and this will be the first major maintenance project since reconstruction was completed.
- It is anticipated this project will begin in July 2020 and be complete by September 2020.

Federal Funding

- Federal funding requires a series of documents to be included in the funding application. These documents include (not a complete list) a resolution authorization the submittal of the application and the appointment of a position to accept the funding offer and execute any documents regarding the acceptance, sponsor certifications (form 5100-100), and SF424 federal funding application.
- Resolution 2020-1188 authorizes the Mayor to execute the federal funding application and authorizes the City Manager to accept the grant offer and execute additional documents which may be required.
- Form 5100-100 and SF424 are standard for federally funded airport project.
- The SF-424 application, pg 3, identifies applicant and state funding; however, as previously noted, the March 2020 CARES Act appropriated additional federal funding which replaces the local and state funding match requirements. This is also noted on Form 5100-100 pg 6 of 7, item 25 and section E – remarks (page 9 of total application package).

PROCUREMENT

- N/A to the application process

FISCAL IMPACTS

- The City is unable to fund the improvements to the airport without the federal funding. The FY21 Adopted Annual Budget will include this project.

SUPPORT DOCUMENTS: Resolution 2020-1188
Funding Application including SF-424 (application) and Form 5100-100 (certifications)

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2020-1188 Authorizing Submission of Application to the Federal Aviation Administration, Acceptance of Grant Funds and Execution of Contract Documents : Runway 8-26 Pavement Rehabilitation, AIP Project No. 3-35-0056-006-2020,

CITY OF AZTEC
RESOLUTION NO. 2020-1188

A resolution authorizing submission of an Application for Airport Aid to the Federal Aviation Administration (FAA) and authorization to accept the resulting Grant offers and the execution of contract documents for the following project: Runway 8-26 Pavement Rehabilitation, AIP Project No. 3-35-0056-006-2020

WHEREAS the governing body of the City of Aztec, New Mexico is applying to the Federal Aviation Administration for 90 percent assistance through the Airport Improvement Program (AIP) and 10% through the CARES Act which FAA commitment cannot be formally made until a grant offer is made and accepted; and

WHEREAS the City of Aztec, New Mexico is the owner of the Aztec Municipal Airport, the project is within the City jurisdiction, and is necessary for the public good and convenience and is to serve the users of the Aztec Municipal Airport; and

WHEREAS the Mayor of the City of Aztec is authorized to execute funding application documents; and

WHEREAS the City Manager of the City of Aztec is authorized to accept and execute funding agreements.

NOW, THEREFORE be it resolved that the governing body of the City of Aztec, New Mexico hereby adopts and approves this resolution and directs staff to take actions necessary to implement this resolution.

Passed, Adopted and Approved this 9th day of June 2020.

Victor C. Snover, Mayor

Attest:

Karla Sayler, City Clerk

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text" value="N19"/>
---	--

5a. Federal Entity Identifier: <input type="text" value="3-35-0056-006-2020"/>	5b. Federal Award Identifier: <input type="text"/>
---	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="85-6000105"/>	* c. Organizational DUNS: <input type="text" value="0383059910000"/>
--	---

d. Address:

* Street1:	<input type="text" value="201 West Chaco"/>
Street2:	<input type="text"/>
* City:	<input type="text" value="Aztec"/>
County/Parish:	<input type="text" value="San Juan County"/>
* State:	<input type="text" value="NM: New Mexico"/>
Province:	<input type="text"/>
* Country:	<input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code:	<input type="text" value="87410-0000"/>

e. Organizational Unit:

Department Name: <input type="text" value="Airport"/>	Division Name: <input type="text"/>
--	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text" value="Ms ."/>	* First Name: <input type="text" value="Kathy"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Lamb"/>	
Suffix: <input type="text"/>	
Title: <input type="text" value="Finance Director"/>	

Organizational Affiliation:

* Telephone Number: <input type="text" value="505-334-7653"/>	Fax Number: <input type="text" value="505-334-7679"/>
---	---

* Email:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Runway 8-26 Pavement Rehabilitation

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="173,489.00"/>
* b. Applicant	<input type="text" value="9,639.00"/>
* c. State	<input type="text" value="9,638.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="192,766.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A			
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.			
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	Yes	No	
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	Yes	No	N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	Yes	No	N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	Yes	No	N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. <div style="margin-left: 20px;"> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? Yes No </div> The project is included in another Federal Assistance program. Its CFDA number is below.	Yes	No	N/A
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: <div style="margin-left: 20px;"> De Minimis rate of 10% as permitted by 2 CFR § 200.414. Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII). </div> <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	Yes	No	N/A

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			
19. Federal Share requested of Line 18			
20. Grantee share			
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT:
AIRPORT:
1. Objective:
2. Benefits Anticipated:
3. Approach: (See approved Scope of Work in Final Application)
4. Geographic Location:
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number)

Staff Summary Report

MEETING DATE: June 9, 2020
AGENDA ITEM: VI. CONSENT AGENDA (G)
AGENDA TITLE: Resolution 2020-1189 NMDOT Control No. C5142088 East Aztec Arterial Funding Agreement

ACTION REQUESTED BY: Approval of Resolution and Agreement
ACTION REQUESTED: Finance Department
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The 2014 New Mexico Legislative Session approved the Capital Outlay HB55 which included \$3,819,775 for the East Aztec Arterial. This funding was re-appropriated in 2018 and again in 2020.
- The balance of funding re-appropriated is \$3,525,703 (amount unexpended from original appropriation), use of funding has been expanded to include plan and design in addition to construction and funding terminates on June 30, 2022.
- NM Department of Transportation (NMDOT) will administer the funding for the capital appropriation.

PROCUREMENT / PURCHASING (if applicable)

- Not Applicable to this item.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The FY21 Adopted Annual Budget will include this funding specific to the East Aztec Arterial Phase 2.

SUPPORT DOCUMENTS: Resolution 2020-1189
NMDOT Contract Number D17022/1, Control Number C5142088, First Amendment to Fund 89200 Capital Appropriation Project

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2020-1189 and NMDOT Contract Number D17022/1, Control Number C5142088 specific to the East Aztec Arterial Project

Contract Number: D17022/1
Vendor Number: 0000054308
Control Number: C5142088

**STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FIRST AMENDMENT TO
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS FIRST AMENDMENT is made and entered into as of this ____ day of _____, 20__, by and between the Department of Transportation, P.O. Box 1149, Room 126, Santa Fe, New Mexico 87504-1149, hereinafter called the "Department" and City of Aztec, hereinafter called the "Grantee". This Amendment shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, the Department and the Grantee entered into a Capital Appropriation Project Agreement, Control Number C5142088, Contract Number D17022 on September 18, 2018; and,

WHEREAS, in the Laws of 2018, Chapter 68, Section 98, the Legislature made an appropriation to the Department, funds from which the Department made available to the Grantee under Contract Number D17022; and,

WHEREAS, in the Laws of 2020, Chapter 1, HB355, Section 70, the Legislature reauthorized or re-appropriated funding, under Contract Number D17022 and extended the expenditure period; and,

WHEREAS, Article VII allows the parties to alter the Agreement by written consent of both parties; and,

WHEREAS, the Department and the Grantee want to amend the Agreement; and,

WHEREAS, pursuant to NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Amendment.

AGREEMENT

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

1. Article I(A) is deleted and replaced with the following:

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

DFA Appropriation ID C4096, NMDOT Control Number C5142088, \$3,525,703
APPROPRIATION REVERSION DATE: 6/30/2020
Laws of 2018, Chapter 68, SB245, Section 98, Three Million, Five Hundred Twenty-Five
Thousand, Seven Hundred Three Dollars and No Cents (\$3,525,703), to construct the east
Aztec arterial route in Aztec in San Juan County .

The funding identified above was reauthorized or re-appropriated during the 2020 Legislative
Session to extend the time of expenditure with the following new appropriation ID and
reversion date. The purpose of the grant has been expanded.

DFA Appropriation ID E4068, APPROPRIATION REVERSION DATE: 6/30/2022 Laws
of 2020, Chapter 1, HB355, Section 70. The Grantee may also include planning and design
for that route.

The Grantee's total reimbursements shall not exceed the appropriation amount Three Million,
Five Hundred Twenty-Five Thousand, Seven Hundred Three Dollars and No Cents,
\$3,525,703, (the "Appropriation Amount") minus the allocation for Art in Public Places
("AIPP amount")¹, if applicable, \$0.00, which equals Three Million, Five Hundred Twenty-
Five Thousand, Seven Hundred Three Dollars and No Cents, \$3,525,703, (the "Adjusted
Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the
information contained in Article I(A) is referred to collectively throughout the remainder of
this Agreement as the "Project Description." The Grantee shall reference the Project's
number in all correspondence with and submissions to the Department concerning the
Project, including, but not limited to, Requests for Payment and reports.

2. Article IV(A) is deleted and replaced with the following:

A. As referenced in Article I(A), the applicable law establishes a date by which Project
funds must be expended by Grantee, which is referred to throughout the remainder of this
Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement

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

shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2022 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this First Amendment.

The remainder of this page is intentionally left blank.

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

GRANTEE

SEE ATTACHED SIGNATURE PAGE FOR CITY OF AZTEC

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF TRANSPORTATION

Cabinet or Deputy Secretary

Date

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

Cynthia A. Christ

By: Cynthia A. Christ

4-21-20

Date

CITY OF AZTEC
Resolution 2020-1189

A Resolution Defining Project Scope and Support For Funding Through The New Mexico Department of Transportation for the East Aztec Arterial, Project Control No. C5142088

WHEREAS, the City of Aztec was appropriated funding through the New Mexico Department of Transportation, Capital Appropriation, Laws of 2018 HB245, Chapter 68, Section 98, Sub Section 63 in the amount of \$3,525,703 to construct the east Aztec arterial route in San Juan County; and

WHEREAS, the City of Aztec was re-appropriated funding through the 2020 Legislature, Laws of 2020, Chapter 1, HB355, Section 70 to extend the time of expenditure to June 30, 2022 and to expand the purpose of the funding to include planning and design; and

WHEREAS, the New Mexico Department of Transportation (NM DOT) will administer these funds and has assigned this project the Control Number C5142088; and

WHEREAS, the City of Aztec agrees to assume responsibility for the scope of this project; and

WHEREAS, the project shall be owned by the City of Aztec and will assume liability for the roadway, as well as the responsibility for the maintenance of the roadway; and

WHEREAS, the City of Aztec FY2021 Adopted Annual Budget will include funding for this project; and

NOW, THEREFORE, be it resolved that the Aztec City Commission adopts this Resolution as formal acceptance of the funding for Control Number C5142088 through the New Mexico Department of Transportation.

ADOPTED AND APPROVED this 9th day of June 2020.

Mayor Victor C. Snover

ATTEST:

City Clerk Karla Sayler

Staff Summary Report

MEETING DATE:	June 9, 2020
AGENDA ITEM:	VI. CONSENT AGENDA (H)
AGENDA TITLE:	NM Environment Department Grant Agreement 20-667-2060-0015, Animas River Habitat Enhancement and Bank Stabilization Project.

ACTION REQUESTED BY:	Approval of Grant Agreement
ACTION REQUESTED:	General Services & Finance Departments
SUMMARY BY:	Kathy Lamb & Jeff Blackburn

PROJECT DESCRIPTION / FACTS

- In April 2019, the City Commission approved Resolution 2019-1130 supporting a grant application to New Mexico Environment Department (NMED) for the Animas River Habitat Enhancement and Bank Stabilization Project.
- The City was advised that our application was successful and the grant agreement was emailed to the City in May 2020.
- This will be a multi-phased project and will be coordinated with San Juan Soil and Water Conservation District. The City has committed a match of \$31,260 which will include city personnel and equipment costs to complete the project.
- Total grant funding is \$138,324.40, requires the City to expend 5% (\$7,000) within six months of the agreement and 85% within 30 months. The agreement expires on June 30, 2023.
- The project includes a geomorphic river survey, cultural survey and biological survey. It is anticipated the consultant(s) for the surveys will be selected this summer and will allow the City to meet its 5% commitment by December 2020.

PROCUREMENT / PURCHASING (if applicable)

- Not Applicable to this item.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The FY21 Adopted Annual Budget will include this project and grant funding.

SUPPORT DOCUMENTS:	NMED Grant Agreement 20-667-2060-0015 with project narrative
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DEPARTMENT'S RECOMMENDED MOTION: Move to Approve New Mexico Environment Department Grant Agreement 20-667-2060-0015, Animas River Habitat Enhancement and Bank Stabilization Project.

GSD CONTRACTS REVIEW BUREAU
 Joseph Montoya Building, Rm 2016
 Santa Fe, NM 87505

PROFESSIONAL SERVICES CONTRACT BRIEF
 CRB, Revised 02/20
 (CONTRACT BRIEF MUST BE TYPED)

FY

Agency Code

Organization Code

Contract No.

Amend. No.

Contractor Name: City of Aztec
 Contractor Address: 201 W Chaco St Aztec NM 87410 Phone: 505-334-7653
 Agency Contact: Joseph Lovato Phone: 505-476-3718

Single-Year Contract: \$ _____ Total Contract Amount Multi-Year Contract: \$ <u>138,324.40</u> Total Contract Amount	Appropriation Period: FY20-FY24	Contract or Amendment Amount: General Fund <u>138,324.00</u> Other State Funds <u>0.00</u> Federal Funds <u>0.00</u> Total <u>\$138,324.40</u>
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Contract Term: From: / / To: / /
 (GSD Approval date to be filled in by Contracts Review Bureau) (Termination Date)

Retroactive: Y/N Date: / /

Non-profit: Y/N

Operational Budget Capital Outlay

BRIEF DESCRIPTION OF SERVICES AND/OR REASON FOR AMENDMENT:

PLAN, DESIGN AND CONSTRUCT PROJECTS THAT IMPROVE SURFACE WATER QUALITY AND RIVER HABITAT STATEWIDE.

PROCUREMENT PROCEDURE-Check with X the applicable citation

- Section 13-1-125 NMSA 1978, small purchase contract (does not exceed \$60,000 excluding gross receipts tax).
- Section 13-1-120 NMSA 1978, competitive proposal for architect/engineer/landscape/architect/surveyor.
- Section 13-1-111 NMSA 1978, competitive sealed proposal (contract over \$60,000).
- Section 13-1-129 NMSA 1978, contract is based upon Price Agreement #
- Section 13-1-129 NMSA 1978, contract is based upon GSA (please provide all required information)
- Section 13-1-126 NMSA 1978, sole source procurement (requires written determination and GSD approval).
- Section 13-1-127 NMSA 1978, emergency procurement.

REQUIREMENTS-Enter Y (yes) to verify the following mandatory requirements:

- The agency certifies to GSD that all relevant requirements of the Procurement Code have been followed.
- The agency certifies to GSD that the contractor will perform at all times as an independent contractor for the purpose of IRS tax compliance and is not performing services as an employee of the agency.
- The agency certifies to GSD that the agency has performed a legal review and the contract is in compliance with all federal and state laws, rules and regulations.

OTHER REQUIREMENTS-Enter Y (yes), N (no) or N/A (not applicable) to each of the following:

- N/A The agency certifies to GSD that Performance Measures have been outlined as required (attach valid valid section of strategic plan).
- The agency certifies to GSD that the contract complies with GSD rules regarding indemnification and insurance.
- The agency certifies to GSD that the requirements of the Governmental Conduct Act, Section 10-16-1 NMSA 1978 regarding conflict of interest with public officers or state employees have been followed. The agency certifies to GSD that the Attorney General's review has been obtained because:
 N Contract with former state employee N Contract with present state employee
- N/A The agency certifies to GSD that any required performance bonds have been obtained, Section 13-1-148 NMSA 1978

Cabinet Secretary, Agency Head or Designee Title Date

GSD USE ONLY

Category	<input type="text"/>	Date Received CRB	<input type="text"/>	Comments:
Status	<input type="text"/>	Date Approved CRB	<input type="text"/>	
Amendment Type	<input type="text"/>	Staff	<input type="text"/>	
Amendment Type	<input type="text"/>			
PURCHASE DOCUMENT				
Number	Amount	Date to FCD	Date from FCD	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	

**STATE OF NEW MEXICO
DEPARTMENT OF ENVIRONMENT
FUND 93100 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this [____] day of [____], 20[____], by and between the **Department [New Mexico Environment Department]**, hereinafter called the “**Department**” or abbreviation such as “**NMED**”, and the **City of Aztec**, hereinafter called the “**Grantee**”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2019, Chapter 277, Section 26, the Legislature made an appropriation to the Department to plan, design and construct projects to improve surface water quality and river habitat statewide, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, NMED reserves the right to claim the funds to match its own federal grants under the Clean Water Act and the Grantee shall not claim the funds as match to a federal grant; and

WHEREAS, NMED is authorizes by NMSA 1978 §74-6-9(A) to receive and expend funds appropriated for the purpose consistent with the Water Quality Act and the appropriation; and

WHEREAS, NMED and the Grantee desire to enter into this Agreement to accomplish the Project in the most cost effective and administratively efficient manner;

AGREEMENT

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

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

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

DFA Project #D2428

Total Appropriation Amount for #D2428: \$1,500,000.00

Appropriation Amount from NMED to Grantee: one hundred and thirty-eight thousand, three hundred and twenty-four dollars and forty cents (\$138,324.40)

Appropriation Reversion Date: 30-June-2023

Laws of 2019, Chapter 277, Section 16, one million five hundred thousand dollars, [\$1,500,000.00] to plan, design and construct projects that improve surface water quality and river habitat statewide.

The Grantee's total reimbursements shall not exceed **one hundred thirty-eight thousand, three hundred twenty- four dollars and forty cents. [\$138,324.40]** (the "Appropriation Amount").

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

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

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse¹ Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

¹ "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Aztec

Name: Jeff Blackburn, General Services/Parks Director
Title: Parks Director
Address: 303 South Ash, Aztec, NM 87410
Email: jblackburn@aztecnm.gov
Telephone: 505-334-7664

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Aztec
Name: Kathy Lamb
Title: Finance Director
Address: 201 W. Chaco St., Aztec, NM 87410
Email: klamb@aztecnm.gov
Telephone: 505-334-7653

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: New Mexico Environment Department
Name: Karen Menetrey
Title: Environmental Scientist/Specialist
Address: Harold Runnels Bldg, 1190 St. Francis Dr. P.O. Box 5469, NMED/SWQB Santa Fe, NM 87502-5469
Email: Karen.Menetrey@state.nm.us
Telephone: 505-827-0194

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

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2023**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement,

including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

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

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

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

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

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

“This contract is funded in whole or in part by funds made available under an NMED Grant Agreement. Should the NMED early terminate the grant agreement, the City of Aztec may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Aztec’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

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

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

GRANTEE (CITY OF AZTEC)

Signature of Official with Authority to Bind Grantee

City of Aztec

By: _____
Jeff Blackburn

Its: _____
General Services/Parks Director

Date

NEW MEXICO ENVIRONMENT DEPARTMENT

By: James C. Kenney, Cabinet Secretary
New Mexico Environment Department

Date

Certifying Financial Sufficiency:

By: Marlene Velasquez, Chief Financial Officer,
New Mexico Environment Department

Date:

Certifying legal sufficiency:

By: Jennifer L. Hower, General Counsel
New Mexico Environment Department

Date:

STATE OF NEW MEXICO CAPITAL GRANT PROJECT Request for Payment Form Exhibit 1	
<p>I. Grantee Information (Make sure information is complete & accurate)</p> <p>A. Grantee: _____</p> <p>B. Address: _____ (Complete Mailing, including Suite, if applicable)</p> <p style="text-align: center; margin-left: 40px;">City State Zip</p> <p>C. Phone No: _____</p> <p>D. Grant No: _____</p> <p>E. Project Title: _____</p> <p>F. Grant Expiration Date: _____</p>	<p>II. Payment Computation</p> <p>A. Payment Request No. _____</p> <p>B. Grant Amount: _____</p> <p>C. AIPP Amount (If Applicable): _____</p> <p>D. Funds Requested to Date: _____</p> <p>E. Amount Requested this Payment: _____</p> <p>F. Reversion Amount (If Applicable): _____</p> <p>G. Grant Balance: _____</p> <p>H. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB (attach wire if first draw)</p> <p>I. <input type="checkbox"/> Final Request for Payment (if Applicable)</p>
<p>III. Fiscal Year : _____ (The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)</p>	
<p>IV. <input type="checkbox"/> Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.</p>	
<p>V. <input type="checkbox"/> Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.</p>	
<p>_____</p>	
<p>Grantee Fiscal Officer or Fiscal Agent (if applicable)</p>	<p>Grantee Representative</p>
<p>Printed Name _____</p> <p>Date: _____</p>	<p>Printed Name _____</p> <p>Date: _____</p>
(State Agency Use Only)	
<p>Vendor Code: _____ Fund No.: _____ Loc No.: _____</p>	
<p>I certify that the State Agency financial and vendor file information agree with the above submitted information.</p>	
<p>Division Fiscal Officer _____</p>	<p>Division Project Manager _____</p>
<p>Date _____</p>	<p>Date _____</p>

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]

FROM: Grantee: [_____]

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [_____]

Grant Termination Date: [_____]

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

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

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

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

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

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

**ATTACHMENT A
PROJECT DESCRIPTION****Animas River Habitat Enhancement and Bank Stabilization Project****KEY PERSONS**

Jeff Blackburn, General Services/Parks Director for the Grantee, will serve as the **Project Manager** and will have ultimate responsibility for completing work plan objectives and conducting project oversight for this work plan. The Project Manager will be responsible for coordinating with the Agency project officer, preparing quarterly and final reports to the Agency, contract management, and construction and monitoring support for subcontractors.

Alyssa Richmond will serve as the **Assistant Project Manager**. Ms. Richmond will be assisting the City of Aztec with project management, fiscal accounting, invoicing, vegetation plantings and reporting. Alyssa will additionally be involved in the monitoring process and provide field support to Basin Hydrology and Cottonwood Consulting as needed.

Mark Oliver, owner, Basin Hydrology, Inc. will serve as the **Project Hydrologist**. Mr. Oliver will be responsible for geomorphic surveys, project design, coordination, and construction oversight of the proposed project. This includes selection and management of a subcontractor for in-stream construction. He will also be responsible for acquiring U.S. Army Corps of Engineers and New Mexico 401 Water Quality Certification permits for construction.

Western Cultural Resource Management (Subcontractor): WCRM will be responsible for developing a cultural resource program. The program will be tailored for the specific needs of the project, and consider timely compliance with federal, tribal, state and local regulatory processes.

Cottonwood Consulting (Subcontractor): Cottonwood Consulting, LLC, will provide compliance assistance to the City of Aztec for successful completion of this project. Emma Millar, the **Compliance Specialist**, will manage the cultural and biological resource surveys for the project.

PROJECT AREA DESCRIPTION*Project Area Description:*

The project, composed of two components, is located in the City of Aztec in San Juan County. The project reach extends along the Animas River from Rio de Animas Park downstream to Riverside Park in Aztec, New Mexico. This project area is part of both the 'San Juan River to Estes Arroyo' and 'Estes Arroyo to Southern Ute Indian Tribe Boundary' reaches of the Animas River Watershed, which have been identified as impaired (Categories 4A and 5/5B, respectively) on the Integrated §303(d)/ §305(b) List of Assessed Surface Waters (State of NM Water Quality Control Commission, 2016). See Figure 1: Project component overview, with project area and corresponding City properties shown.

Project #1: Riverside Park Project Area Description

Address: 500 S. Light Plant Rd.

The project is located in the center of Aztec and bordered on the north by NM- 516 near the intersection of US-550. The Animas River splits two city parks, Riverside Park on the north side and Hartman Sports Complex on the south. The two parks are joined by the Riverside-Hartman Pedestrian Bridge.

Project #2: Rio De Animas Park Project Area Description

Address: West Martinez Lane

The project is located in the center of Aztec and bordered on the east by NM- 516 near the intersection of Sabena Street at the west end of Martinez Lane. The park is located on the southeast side of the river across from the Aztec Ruins National Monument. The two parks are joined by the Rio-Ruins Pedestrian Bridge.

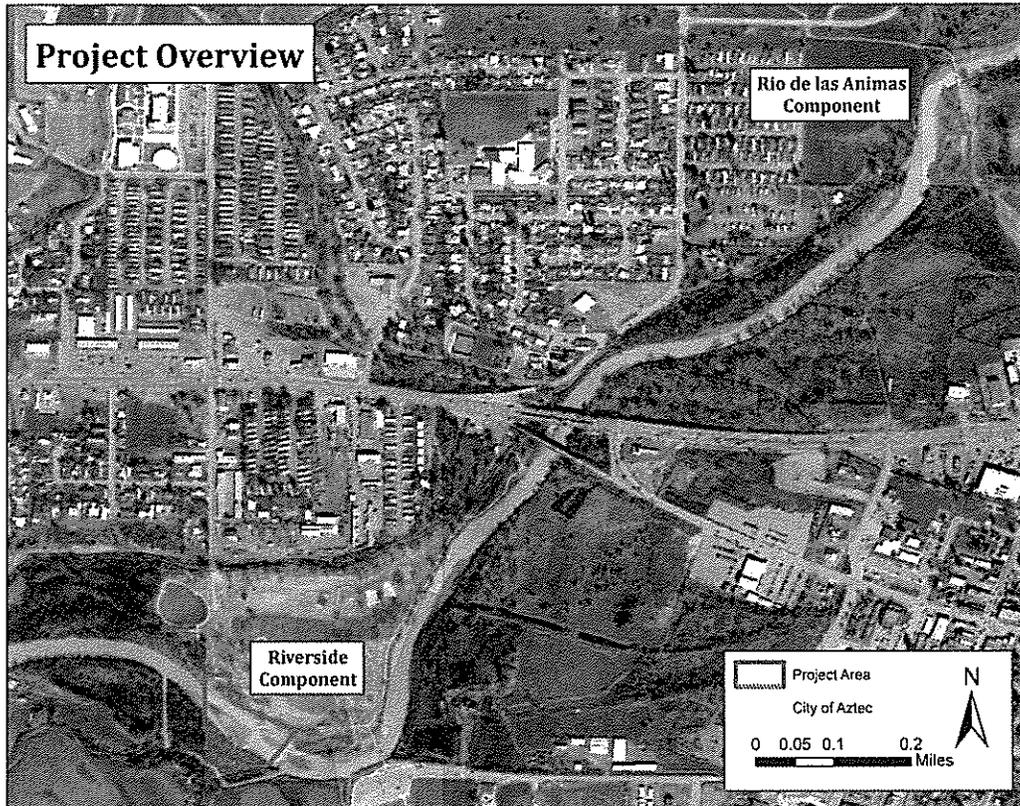


Figure 1: Project component overview, with project area and corresponding City properties shown.

PROBLEM STATEMENT*Riverside Park Problem Statement*

A popular concrete foot path along the river is imperiled in several locations by the rapidly eroding river-right bank, part of which is composed of failing stacked rock and rock gabions. A mid-channel bar opposite this bank continues to enlarge due to an overly wide and shallow channel. This ongoing problem is causing the channel to migrate northward. The metal, concrete, and debris in this bank is also a river user hazard. Mature cottonwoods along this project component are also at risk due to the ongoing erosion. Riparian vegetation is almost completely absent along this bank.

The goal is to protect frequently used park infrastructure by replacing failing and hazardous bank materials with geomorphically-appropriate flow redirecting rock structures, bank benching (for river-edge accessibility, safety and vegetation establishment), enhance in-stream fish habitat, improve water quality, and remove unwanted invasive trees. A conceptual plan is shown below.

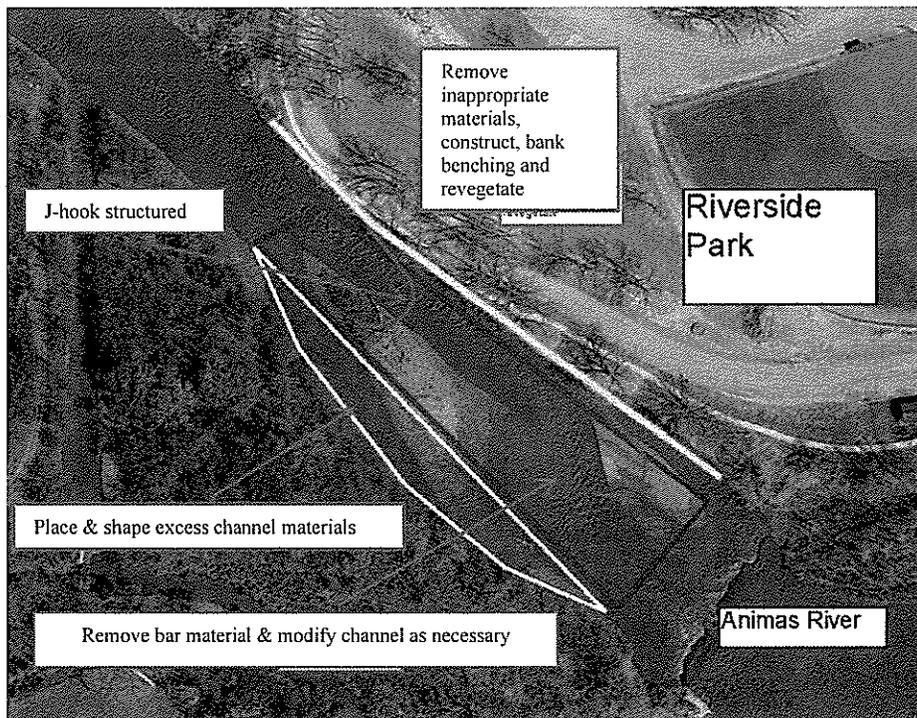


Figure 2: Project Components for Riverside park

Rio de Animas Park Problem Statement: The Grantee's goal is to establish a river ingress-egress point at this site based on public demand and safety. At present, the majority of the downstream-most 200 feet of the river-left bank is composed of concrete and metal, which is failing and contributing debris to the river. The metal, concrete, and debris in this bank is also a river user hazard. Vegetation along this bank is sparse and is composed of a mixture of mature cottonwood and Russian Olive. The goal is to provide a safe and stable put-in site for floaters, rafters, kayakers, and fishermen by removing hazardous debris while establishing more native vegetation along the river-left bank and installing J-hook structure to add riverine habitat and further allowing successful river access, all of which improves accessibility, safety, plan is shown below.

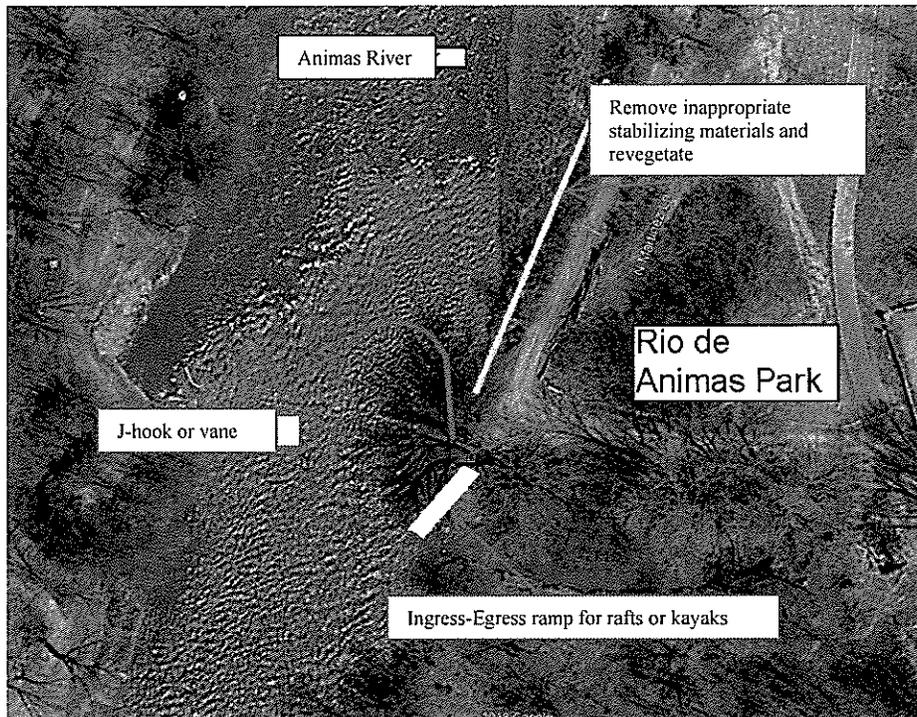


Figure 3: Project Components for Rio De Animas Park

PROJECT METHODS

Rio de las Animas Project Implementation

1. Perform geomorphic river survey, cultural survey and biological survey to determine if any cultural or biological constraints exist. Prepare conceptual plan based on site surveys and discuss with Grantee and NMED. Prepare construction plans and specifications. The City of Aztec will invite the NMED-SWQB Project Officer to participate in the river survey and design meetings.
2. Apply for Federal and State Clean Water Act authorizations.
3. After conducting a pre-project survey of hazardous materials present, the inappropriate and ineffective stabilization materials identified, such as metal, concrete, car parts, and other debris, will be removed from the project area and transfer off-site for legal dumping and-or recycling. Reshape banks as necessary for stability. A post-construction survey will be conducted to ensure that all hazardous materials are removed.
4. Improve current ingress-egress ramp to allow safe input of kayaks and rafts. Construction will entail a downstream angled, sloping (6:1 to 10:1), earthen ramp (12 to 18 ft. wide) using 3 to 5 boulder steps (each 12 in. to 15 in. high) and sand-gravel infill for long-term stability. The ingress-egress ramp will be excavated into the existing slope from the top of the bank elevation down to the river's existing low edge of water elevation so that so kayaks and rafts can stage equipment and access the river at all river flows. Boulders will be placed on the sides (excavated faces) as necessary for soil and slope stability.
5. Construct a J-hook rock structure upstream of the boat ramp to create calmer water for easier river ingress-egress and to reduce near-bank velocities where inappropriate materials were removed.

6. Remove noxious weeds and woody plants from the project area using mechanical and/or herbicidal methods.
7. Improve coverage and density of native riparian plant species on the reclaimed bank and all soil disturbed areas through seeding, planting and transplant efforts on newly-shaped banks and other appropriate surfaces. Protect newly-planted vegetation with fencing as needed. Monitor post-project ground cover by species (%) and survivorship of plantings (%) after one full growing season.
8. As-builts, photographic monitoring, physical inspections and vegetative surveys will be performed following construction and revegetation at the site to document conditions immediately after site construction. An as-built summary with as-built plans, seed mixes and planted species (quantity of each) and pre-post construction photos will be submitted to NMED no later than December 1st of the year construction occurs.
9. As-builts, photographic monitoring, physical inspections and vegetative surveys will be performed following construction at the site to document conditions again after one complete growing season has elapsed. The after-one-growing-season monitoring will occur no later than September 30th. A monitoring report will be submitted to NMED no later than December 1st of the year in which monitoring occurs.

The After One Growing Season Monitoring and Report will encompass the following:

Geomorphology – Perform site inspection to document the condition of completed work. Inspections will cover rock structures, fill areas, channel modifications, boat ramp, and project and non-project area banks. Inspections will document the integrity of project features noting any signs of rock displacement, bank erosion, excessive in-channel deposition and any maintenance or modifications that may have occurred. Potential cause(s) of an identified problem, along with specific recommendations needed to correct encountered problems, will be provided.

Vegetation – Perform site inspection to document the ground cover of seeded area and survival rates of plantings. Inspections of seeded areas will use ocular estimates of ground cover (percentage) including a list of dominant species present (percent by cover) and a list of any encountered invasive species (percent by cover). Inspections of planted areas will count the number of live plantings by species. Recommendations will be made, as necessary, to address weeds-invasive species, low percentage of ground cover of seeded areas and low survival of planted species.

Photo Documentation – Repeat photographs will be taken during the site monitoring from the established photo points.

Monitoring Report -A monitoring report will provide a summary of the geomorphology and vegetation findings and recommendations along with post-construction and after-one-growing-season photos.

Riverside Park Project Implementation:

1. Perform geomorphic river survey, cultural survey and biological survey to determine if any cultural or biological constraints exist. Prepare conceptual plan based on site surveys and discuss with Grantee and

NMED. Prepare construction plans and specifications. The City of Aztec will invite the NMED-SWQB Project Officer to participate in the river survey and design meetings.

2. Apply for Federal and State Clean Water Act authorizations.
3. After conducting a pre-project survey of hazardous materials present, the inappropriate and ineffective stabilization materials identified, such as metal, concrete, car parts, and other debris, will be removed from the project area and transfer off-site for legal dumping and-or recycling. Reshape banks as necessary for stability. A post-construction survey will be conducted to ensure that all hazardous materials are removed.
4. Excavate existing mid-channel bars and modify channel (based on survey findings and final design) cross section to improve width-to-depth ratio. Place some material along river-right bank to provide width between the river and the concrete path with the balance of material placed along the river-left bank.
5. Construct two J-hooks (actual quantity based on survey findings and final design) to deflect flows towards the channel center.
6. Place toe rock and step-down rock terraces (to define benching areas) along river-right bank.
7. Remove noxious weeds and woody plants from the project area using mechanical and/or herbicidal methods.
8. Improve coverage and density of native riparian plant species along constructed banks and all disturbed soil areas through seeding, planting and transplant efforts on newly-shaped banks and other appropriate surfaces. Protect newly-planted vegetation with fencing as needed. Monitor post-project ground cover by species (%) and survivorship of plantings (%) after one full growing season.
9. As-builts, photographic monitoring, physical inspections and vegetative surveys will be performed following construction and revegetation at the site to document conditions immediately after site construction. Specific monitoring methods will be submitted to NMED for approval prior to monitoring. Raw data and summaries will be submitted with monitoring reports. Data QA/AC will be provided upon request by NMED. An as-built summary with as-built plans, seed mixes and planted species (quantity of each) and pre-post construction photos will be submitted to NMED no later than December 1st of the year construction occurs.

The As-Built Monitoring Summary and Report will encompass the following:

Post-Construction As-Builts: Post-construction monitoring will document as-built features of the project including structure locations and type (e.g., J-hook, vane, toe rock, boat ramp, etc.), fill placement locations, channel modifications, revegetation areas (including seed mixes and plantings species and numbers of each species) and any modifications implemented during construction.

Pre and Post-Construction Photo Documentation: Establish permanent photo points (rebar or wood hub and location GPSed) with lenses height and view azimuth prior to construction. Take pre and post-construction photographs from established photo points.

10. As-builts, photographic monitoring, physical inspections and vegetative surveys will be performed following construction at the site to document conditions again after one complete growing season has

elapsed. The after-one-growing-season monitoring will occur no later than September 30th. A monitoring report will be submitted to NMED no later than December 1st of the year in which monitoring occurs.

The After One Growing Season Monitoring and Report will encompass the following:

Geomorphology – Perform site inspection to document the condition of completed work. Inspections will cover rock structures, fill areas, channel modifications, and project and non-project area banks. Inspections will document the integrity of project features noting any signs of rock displacement, bank erosion, excessive in-channel deposition and any maintenance or modifications that may have occurred. Potential cause(s) of an identified problem, along with specific recommendations needed to correct encountered problems, will be provided.

Vegetation – Perform site inspection to document the ground cover of seeded area and survival rates of plantings. Inspections of seeded areas will use ocular estimates of ground cover (percentage) including a list of dominant species present (percent by cover) and a list of any encountered invasive species (percent by cover). Inspections of planted areas will count the number of live plantings by species. Recommendations will be made, as necessary, to address weeds-invasive species, low percentage of ground cover of seeded areas and low survival of planted species.

Photo Documentation – Repeat photographs will be taken during the site monitoring from the established photo points.

Monitoring Report -A monitoring report will provide a summary of the geomorphology and vegetation findings and recommendations along with post-construction and after-one-growing-season photos.

TASK DESCRIPTIONS AND SCHEDULE

Task Title & Description	Responsible Party	Start & End Date	Measure of Success	Deliverables
1. Project Administration and Reporting	Grantee / SJSWCD	Spring 2020 to Fall 2022	Successful and inclusive project management, submitted in a timely fashion, adhere to Agency Protocols	Semi-annual progress and final report to NMED
2. Cultural and Biological Assessments	Cottonwood Consulting & Western Cultural Resource Management	Spring 2020 to Summer 2020	Completion of assessments and following of recommendations	Completed Biological and Assessment and Cultural Report to NMED
3. Planning a. Perform site and geomorphic surveys	Basin Hydrology	Summer 2020 to Fall 2020	Grantee-approved construction plans and specifications,	Completed construction plans to NMED for NMED approval

b. Analyze survey data, prepare stabilization options for each site and present to the Grantee to identify the preferred approach. c. Prepare construction plans, specifications, quantity and cost estimates.			and quantity and cost estimates.	
4. Permitting - prepare and submit 404 and 401 permits applications to USACE and NMED	Basin Hydrology	Fall 2020 to Fall 2020	Submittal and permit approval	Receipt of authorizations from USACE and NMED.
5. Pre and Post Construction Monitoring	SJSWCD / Basin Hydrology	Pre-Spring 2020 to Post-Fall 2022	Pre and post construction photographs from established photopoints	Pre and post construction monitoring reports to NMED
6. Remove failing bank stabilization material	Grantee	Summer 2020 to Fall 2020	Removal, salvage, and proper disposal	Post Construction Photographs to NMED
7. Manage construction of construction plan-identified measures.	Basin Hydrology	Fall 2020 or Spring 2021 to Summer 2021	Timely and successful construction management and monitoring	As-built plans and pre-post construction photos to NMED
8: Construction of construction plan identified measures	Construction subcontractor	Fall 2020 or Spring 2021 to Summer 2021	Completed construction	Post construction survey report to NMED
9: Remove noxious vegetation species	Grantee/SJSWCD	Summer 2020 to Summer 2021	Removal by approved mechanical or chemical processes	Post construction survey report to NMED
10: Plant/seed native vegetation species	SJSWCD / Grantee/Basin Hydrology	Fall 2020 to Spring 2021	Plantings in ground with proper protection	1 Year monitoring report to NMED
11: Noxious Vegetation Retreatment	Grantee/SJSWCD	Summer 2021 to Fall 2021	Removal by approved mechanical or chemical processes	1 Year monitoring report to NMED
12: One year post-construction monitoring	Basin Hydrology/SJSWCD	Fall 2021 to Fall 2022	Successful survivorship of plantings	1 Year monitoring report to NMED

BUDGET

BUDGET CATEGORIES	RSP FUNDS	OTHER FUNDING SOURCE	TOTAL
Personnel			
Project Manager (COA): Project management, reporting. In-kind match. 300 hrs @ \$77/hr		\$23,100.00	\$23,100.00
Travel			
Biological survey mileage: 180 miles RT @ \$0.43/mile for 1 vehicle and 2 trips	\$154.80		\$154.80
Cultural survey mileage: 80 RT @ \$0.43/mi.	34.40		34.40
Basin Hydrology mileage: survey, design, and construction: 80 miles RT @ \$0.43/mile for 1 vehicle and 18 trips	\$619.20		\$619.20
Supplies			
Rocks for in-stream bank stabilization: (angular 1.5-2.0 CY boulders) 995 tons @ \$52/ton	\$51,740.00		\$51,740.00
Rock transport to project site: 43 loads @ \$500/load	\$21,500.00		\$21,500.00
Contractual			
Basin Hydrology (BH): Design, permitting, survey, coordination, and construction oversight 190 hours @ \$95/hr	\$18,050		\$18,050

Cottonwood Consulting (CC): Biological evaluation survey and report. 34 hours @ \$75/hr	\$2550.00		\$2550.00
Western Cultural Resource Management: Cultural resources survey and report. 25 hours @ \$100/hr	\$2500.00		\$2,500.00
Construction Contractor(s): In- stream and bank structures. Includes mobilization and equipment. Excavator: 120 hours @ \$200/hr Loader: 20 hours @ \$150/hr Mobilization: 20 hours @ \$140/hr	\$29,800.00		\$29,800.00
Vegetation Management Contractor(s): Invasive management and restoration. Includes mobilization and equipment. Cut Stump Removal: \$37.50/hr @ 16 hrs Re-Sprout Re-treatment: 1.5 acre @ \$107/acre Cottonwood Plantings: 20 saplings @ \$42.75/tree Grass Seedings: 1.5 acre @ \$107/acre	\$1,776.00		\$1,776.00
San Juan SWCD (SJSWCD): Project management assistance and support 160 hours @ \$60/hr	\$9,600.00		\$9,600.00
City of Aztec Parks Department: Donated time and equipment to remove debris and failing rock and dispose at a landfill		\$8,520.00	\$8,520.00
PROJECT TOTAL	\$138,324.40	\$31,620.00	\$169,944.40

CITY OF AZTEC PROCURMENT PROCEDURES, EFFECTIVE: MAY 17, 2016

1. POLICY

The procurement practices of the City of Aztec shall adhere to the provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-1 *et seq.*, as amended (hereinafter “ the Procurement Code”). All City procurement shall be subject to the procedures as set forth herein, except purchases whose value has been estimated to exceed the sum of sixty thousand dollars (\$60,000), and for procurement of Professional Services whose value has been estimated to exceed sixty thousand dollars (\$60,000), which shall be governed by the procedures set forth in the Sealed Bid/Proposal Procedure.

2. PROCEDURES

2.1 Procurements Levels:

- a) Purchases less than \$3,500 quotes are encouraged, but not required. Purchases should be the best obtainable price.
- c) Purchases Between \$20,000 and \$60,000 (Informal Procedure): For each procurement whose value has been estimated to exceed the sum of twenty thousand dollars (\$20,000) but does not exceed sixty thousand dollars (\$60,000), the requesting Department shall confer with the Purchasing Office to determine the method of procurement which is in the best interest of the City. At a minimum, three (3) bona fide and responsible written quotes, using the City’s Request for Quote form which must be signed by an authorized representative of the firm submitting the quote. Prior to award, the contents of any response to a quotation shall not be disclosed to any other business from which the same request for quotation is being solicited. Requisitions may be initiated by the Using Department or Purchasing Office.

2.2 Procurement of Professional Services:

- a) “Small Purchase” Professional Services: Professional Services having a value not exceeding sixty thousand dollars (\$60,000), excluding applicable state and local gross receipts taxes may be procured as defined the Procurement Code, NMSA 1978 § 13-1-125B. The Using Department or Purchasing Office shall negotiate a contract for the required services at a fair and reasonable price. Prior to the issuance of a Purchase Order for Small Purchase Professional Services, a separate contractual agreement or letter agreement shall be prepared based upon best obtainable price and must be reviewed by the Purchasing Office prior to being submitted for approval and signature by the City Manager. Agreements less than \$20,000 requires City Manager approval prior to the issuance of the contract.

Entities identified as professional services for this project: Basin Hydrology, Cottonwood Consulting, Western Cultural Resource Management, and the San Juan Soil & Water Conservation District.