

A G E N D A

. . . for the Regular Meeting of the Farmington City Council to be held at 6:00 p.m., Tuesday, January 26, 2016 in the Council Chamber, City Hall, 800 Municipal Drive, Farmington, New Mexico. . .

1. Roll Call and Convening the Meeting:
2. Invocation: Pastor David Florez of The Journey Church.
3. Pledge of Allegiance:
4. Acceptance of Consent Agenda: Those items on the agenda that are marked with an asterisk (*) have been placed on the Consent Agenda and will be voted on without discussion with one motion. If any item proposed does not meet with approval of all Councilors or if a citizen so requests, that item will be heard under Business from the Floor.
5. *Approval of Minutes for the Regular Meeting of the City Council held January 12, 2016. ----- 11
6. *Approval to Declare worn-out, unusable or obsolete vehicles and equipment (Administrative Services, Central Warehouse, General Services and Vehicle Maintenance) surplus to the needs of the City and not essential for municipal purposes, and to authorize the City Manager or his designee to dispose of such surplus property pursuant to State Statutes. ----- 1
7. *Approval of Bid for purchase of a portable battery trailer (Electric) being awarded to Mesa Technical Associates as the lowest and best bidder meeting specifications after application of five percent in-state preference (\$86,489.92), and to reject the primary bid received from Border States for being non-responsive and not meeting specifications. Bids opened January 12, 2016 with six bidders participating. ----- 2
8. *Approval of Bid for purchase of miscellaneous steel for the Aztec Substation (Electric) being awarded to Klute, Inc. as the lowest and best bidder after application of five percent in-state preference (\$21,035.93), and to reject the bids received from Wesco and Western United for being incomplete. Bids opened January 20, 2016 with seven bidders participating. ----- 3
9. *Approval of Grant Modification 2 to Award No. G15SN0010A between the City and the Office of National Drug Control Policy increasing the award amount by \$5,000 for the High Intensity Drug Trafficking Areas Program (HIDTA) (total award is \$221,314). ----- 4
10. *Approval of Public Celebration Permit Application and Waiver to the 300-Foot Separation Requirement from a Church from Wines of the San Juan (License No. 6085) for a fundraiser to be held on March 18, 2016 at 302 East Main Street. ----- 5

- 11. *Approval of Warrants up to and including January 23, 2016.
- 12. Recommendations from the Planning and Zoning Commission:-----6

Acceptance of Consent Agenda: The items marked with an asterisk (*) have been placed on the Planning and Zoning Commission Consent Agenda and will be voted on without discussion by one motion. If any item does not meet with approval of all Councilors or if a citizen so requests, the item will be removed from the Consent Agenda and heard in regular order.

- * (1) Adoption of the recommendation from the Planning and Zoning Commission as contained within the Community Development Department Petition Report to approve Petition No. PFP 15-02 from the City of Farmington requesting preliminary plan/final plat approval for Piñon Hills Right-of-Way Subdivision No. 2, a road dedication (Piñon Hills Boulevard extension), consolidation of 30 lots into four tracts, nine easements, abandonment of a portion of Hubbard Street and dedication of right-of-way (Paseo del Rancho extension) on 82.88 acres of land located south of the intersection of NM 516 and East Main Street to County Road 3000.

The recommendation of the Planning and Zoning Commission passed by a vote of 9-0 on January 14, 2016.-----7

- * (2) Adoption of the recommendation from the Planning and Zoning Commission as contained within the Community Development Department Petition Report to approve Petition No. SUP 15-08 from Heather Alexander and Joshua Johnson requesting a Special Use Permit to allow a body art establishment to be located at 115-A East Main Street in the CB, Central Business, District, with a waiver to Section 8-15-3 of the City Code pertaining to distances from a church or residence.

The recommendation from the Planning and Zoning Commission passed by a vote of 9-0 on January 14, 2016.-----8

- (3) Adoption of the recommendation from the Planning and Zoning Commission as contained within the Community Development Department Petition Report to approve Petition No. PFP 15-01 from Four Corners Land, LLC, represented by George Walters, requesting preliminary plan/final plat approval for 3.94 acres of land located at 2500 Farmington Avenue.

The recommendation from the Planning and Zoning Commission passed by a vote of 9-0 on January 14, 2016. **[The petitioner has requested that this item be tabled to the February 9, 2016 regular City Council Meeting.]**-----9

- 13. New Business:
 - (a) Mayor
 - (b) Councilors

(c) City Manager

(d) City Attorney

(1) Approval of the First Amended and Restated Annexation Agreement between the City, La Plata Holdings, LLC and Tierra La Plata, LLC for the property known as La Plata Ranch.----- 10

(e) City Clerk

14. Business from the Floor:

(1) Items removed from Consent Agenda for discussion.

(2) Any other Business from the Floor.

15. Adjournment.

AGENDA ITEM SUPPORT MATERIALS ARE AVAILABLE FOR INSPECTION AND/OR PURCHASE AT THE OFFICE OF THE CITY CLERK, 800 MUNICIPAL DRIVE, FARMINGTON, NEW MEXICO.

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 599-1106 or 599-1101 prior to the meeting so that arrangements can be made.

CITY OF FARMINGTON
INTER-OFFICE MEMORANDUM

TO: Mayor Roberts and City Council

FROM: Edward Smylie
Purchasing Officer

DATE: January 20, 2016

SUBJECT: Declaration of Worn-Out, Unusable or Obsolete Property

USING DEPARTMENT: Administrative Services, Central Warehouse
General Services, Vehicle Maintenance

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The Central Purchasing Division of the Administrative Services Department concurs with the recommendations from the Central Warehouse and Vehicle Maintenance to declare the attached list of vehicles and equipment as worn-out, unusable or obsolete.

If it is determined the best disposal method for this property is through the City's internet-based Public Surplus auction system, authorization is requested to grant the Warehouse Superintendent authority to issue an immediate e-mail award notification to the highest cash bid received meeting the bidding requirements set forth.

Edward Smylie (Presenter)
Consent Agenda/Council Meeting – January 26, 2016

xc: Brooke Quintana - Accounting, Controller
Debi Dalton - Accounting, Staff Accountant – Fixed Assets
Sarah Talley - Accounting, Staff Accountant – Grants Administration
Jerry Parson - Vehicle Maintenance Superintendent
Bob Schrag - Warehouse Superintendent

Surplus Vehicles

| UNIT # | VIN / SERIAL # | YEAR | MAKE | MODEL / DESCRIPTION |
|--------|--------------------|------|--------------|---------------------------|
| 11 | 1GBL7D1E8HV117127 | 1987 | CHEVROLET | C&C FLATBED W/REEL RACK |
| 42 | 78727 | 1978 | RANCO | TRAILER 3 AXLE FLATBED |
| 148 | 2B5WB35Z1NK126847 | 1992 | DODGE | R350 12 PASSENGER VAN |
| 9058 | 1GTEC14K1RE529570 | 1994 | GMC | C1500 LONG BED SRW |
| 9094 | 1FMCA11U7SZA80926 | 1995 | FORD | AEROSTAR MINIVAN |
| 9126 | 1GCEC14K9SZ204051 | 1995 | CHEVROLET | C1500 REG CAB PICKUP |
| 9540 | 2G1WF52E429201500 | 2002 | CHEVROLET | IMPALA SEDAN 4DR |
| 9597 | 2FAFP71W73X115370 | 2003 | FORD | CROWN VIC SEDAN 4DR |
| 9606 | 1GCEK14T03Z199609 | 2003 | CHEVROLET | K1500 4X4 LWB SRW |
| 9662 | 2G1WF52E749203227 | 2004 | CHEVROLET | IMPALA SEDAN 4DR |
| 9667 | 1GNDDT13X34K131366 | 2004 | CHEVROLET | BLAZER 4X4 4DR |
| 9685 | 1FTZR15EX4PA75499 | 2004 | FORD | RANGER 4X4 SPRCB SHORTBED |
| 9738 | 2FAFP71WX5X157017 | 2005 | FORD | CROWN VIC MARKED UNIT |
| 9952 | 1FAFP33P71W233894 | 2001 | FORD | FOCUS SEDAN 4DR |
| 10138 | 4UZAB9DTXACAT2704 | 2009 | FREIGHTLINER | 30 PASS BUS W/WHLCHR LIFT |
| 10142 | 4UZAB9DT3BCAT2707 | 2009 | FREIGHTLINER | 30 PASS BUS W/WHLCHR LIFT |
| 10143 | 4UZAB9DT5BCAT2708 | 2009 | FREIGHTLINER | 30 PASS BUS W/WHLCHR LIFT |

CITY OF FARMINGTON
INTER-OFFICE MEMORANDUM

TO: Mayor Roberts and City Council

FROM: Edward Smylie, CPPO 
Purchasing Officer

DATE: January 19, 2016

SUBJECT: Portable Battery Trailer, Bid #16-113413

USING DEPARTMENT: Electric Utility

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A bid opening was held on January 12, 2016 for Portable Battery Trailer, Bid #16-113413. Six (6) bidders responded with one (1) bidder submitting two (2) alternate bids and one (1) bidder submitting four (4) alternate bids, for a total of twelve (12) bids.

The Central Purchasing Department concurs with the recommendation from the Electric Utility to reject the primary bid from Border States as non-responsive for not meeting specifications.

The Central Purchasing Department concurs with the recommendation from the Electric Utility to award the bid to Mesa Technical Associates from Cobleskill, NY, a responsible bidder submitting the lowest responsive bid meeting specifications in the amount of \$86,489.92. The in-state preference was given to qualified bidders.

Edward Smylie (Presenter)
Consent Agenda Council Meeting 1/26/16

xc: H. Andrew Mason, Administrative Services Director
Rodney Romero, Electric Utility Director
Ward Allies, Maintenance Superintendent
File – 16-113413-sd

| | | | |
|--|--|--|--|
| Border States Electric Brandon Barnett 5601 Jefferson St., NE Albuquerque, NM 87109 505-324-8800 | Mesa Technical Associates Brian Walrath PO Box 745 Cobleskill, NY 12043 866-287-6700 | Western United Electric Adam Tomczak 7535 2nd St. Bldg. D Albuquerque, NM 87109 505-346-9574 | Border States Electric Brandon Barnett 5601 Jefferson St., NE Albuquerque, NM 87109 505-324-8800 |
| TOTAL BID: | \$84,072.16 | \$97,113.55 | \$97,201.03 |
| TOTAL BID WITH IN-STATE PREFERENCE APPLIED: | \$79,868.55 | \$92,257.87 | \$92,340.98 |
| IN-STATE PREFERENCE: | Yes L1749188656 | Yes L1388212688 | Yes L1749188656 |
| ESTIMATED APPLICABLE TAXES | 7.375% | 5.125% | 7.375% |
| PAYMENT TERMS: | Net 30 | Net 30 | Net 30 |
| DELIVERY: | 130 Calendar Days | 14-16 Weeks | 130 Calendar Days |
| Primary Bid | | | |
| *Bidder included tax in line item on original bid. 5.125% tax is not applicable. | | | |
| Tangible personal property. Corrected from \$90,922.53 | | | |
| Exceptions | | | |

| | | | |
|--|--|--|--|
| Western United Electric Adam Tomczak 7535 2nd St. Bldg. D Albuquerque, NM 87109 505-346-9574 | Wesco Bob Martini 3333 Los Arboles NE Albuquerque, NM 87107 505-883-5666 | Black Start Mobile DC, LLC Jake Johnston P.O. Box 70406 Springfield, OR 97475 541-285-3387 | Western United Electric Adam Tomczak 7535 2nd St. Bldg. D Albuquerque, NM 87109 505-346-9574 |
| TOTAL BID: | \$97,705.80 | \$103,435.00 | \$112,978.64 |
| TOTAL BID WITH IN-STATE PREFERENCE APPLIED: | \$92,820.51 | N/A | \$107,329.71 |
| IN-STATE PREFERENCE: | Yes L1388212688 | No | Yes L1388212688 |
| ESTIMATED APPLICABLE TAXES | 5.125% | 0.000% | 5.13% |
| PAYMENT TERMS: | Net 30 | Net 30 | Net 30 |
| DELIVERY: | 14-16 Weeks | June 01, 2016 | 14-16 Weeks |
| Alternate Bid | | | |
| Exceptions | | | |

| | | | |
|--|--|--|---|
| Border States Electric Brandon Barnett 5601 Jefferson St., NE Albuquerque, NM 87109 505-324-8800 | Western United Electric Adam Tomczak 7535 2nd St. Bldg. D Albuquerque, NM 87109 505-346-9574 | Western United Electric Adam Tomczak 7535 2nd St. Bldg. D Albuquerque, NM 87109 505-346-9574 | Hindle Power, Inc. Gary Guagliardi 1075 St. John Street Easton, PA 18042 610-330-9000 |
| TOTAL BID: | \$113,080.41 | \$115,600.00 | \$137,213.00 |
| TOTAL BID WITH IN-STATE PREFERENCE APPLIED: | \$107,426.39 | \$109,820.00 | N/A |
| IN-STATE PREFERENCE: | Yes L1749188656 | Yes L1388212688 | No |
| ESTIMATED APPLICABLE TAXES | 7.375% | 5.125% | Not Listed |
| PAYMENT TERMS: | Net 30 | Net 30 | Net 30 |
| DELIVERY: | 120 Calendar Days | 14-16 Weeks | 84 Calendar Days |
| Alternate Bid | | | |
| Bid Not Signed | | | |
| Addenda Not Acknowledged | | | |
| Exceptions | | | |

CITY OF FARMINGTON
INTER-OFFICE MEMORANDUM

TO: Mayor Roberts and City Council

FROM: Kristi Benson, CPPO, CPPB 
Purchasing Supervisor

DATE: January 21, 2016

SUBJECT: Miscellaneous Steel for Aztec Substation, Bid #16-113575

USING DEPARTMENT: Electric Utility
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A bid opening was held on January 20, 2016 for Miscellaneous Steel for Aztec Substation. Seven (7) bidders responded.

The Central Purchasing Department concurs with the recommendation from the Electric Utility to reject the bids from Wesco and Western United as incomplete bids for not bidding each line item.

The Central Purchasing Department concurs with the recommendation from the Electric Utility to award the bid to Klute, Inc. from York, NE a responsible bidder submitting the lowest responsive bid meeting specifications for a total awarded amount of \$21,035.93, plus estimated applicable taxes of \$1,078.09. The in-state preference was given to qualified bidders.

Kristi Benson (Presenter)
Consent Agenda/Council Meeting 1/26/16

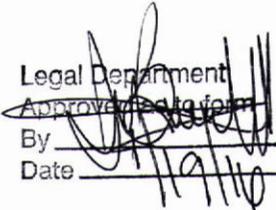
xc: H. Andrew Mason, Administrative Services Director
Rodney Romero, Acting Electric Utility Director
John Armenta, Electric Engineering Manager

File – 16-113575/EM

CITY OF FARMINGTON - ABSTRACT SCHEDULE
 BID: Miscellaneous Steel for Aztec Substation, BID # 16-113575 OPENING DATE: January 20, 2016 @ 2:00 PM
 Electric Utility

| ITEM | QTY | UOM | DESCRIPTION | Stuart C. Irby 2417 Aztec NE Albuquerque, NM Holly Nyman | Southwest Ironwork, Inc. 12312 Horseshoe Tr Albuquerque, NM Shawn Faught | Four Corners Mechanical Inc 28 CR 5589 Farmington, NM Carl Padilla | Border States Electric 865 S. Browning Pkwy Farmington, NM Brandon Barnett | Wesco 3333 Los Arboles Albuquerque, NM Bob Martini | Western United 7535 2nd Street Albuquerque, NM Dave Mele |
|---|-----|-----|--|---|--|--|--|---|---|
| A | 38 | ea | Miscellaneous Steel for Aztec Substation | X \$21,035.93 \$21,035.93 | \$43,652.00 \$43,652.00 | \$44,514.59 \$44,514.59 | \$54,647.31 \$51,914.94 | Incomplete Incomplete | Incomplete Incomplete |
| TOTAL BID WITH IN-STATE PREFERENCE APPLIED: | | | | Yes L0142770224 | NO | NO | Yes L1749188656 | Yes L0771473360 | Yes L1388212688 |
| IN-STATE PREFERENCE: | | | | \$1,560.28 | \$3,328.47 | \$3,282.96 | \$4,166.85 | \$0.00 | \$631.00 |
| ESTIMATED APPLICABLE TAXES | | | | Net 30 | Net 30 | 2%/ 15 days | Net 30 | Net 30 | Net 30 |
| PAYMENT TERMS: | | | | 49 calendar days | 90 calendar days | 60 calendar days | 56 calendar days | 30-45 calendar days | 21-28 calendar days |
| DELIVERY: | | | | * exceptions to specifications | | | | * No bid for three line items | * No bid for three line items |

| | | | |
|---|---------------------------|---|-------------|
| Executive Office of the President Office of National Drug Control Policy | | AWARD Grant | Page 1 of 1 |
| 1. Recipient Name and Address Mayor Tommy Roberts City of Farmington 800 Municipal Drive Farmington, NM 87402 | | 4. Award Number: G15SN0010A | |
| | | 5. Grant Period: From 01/01/2015 to 12/31/2016 | |
| 1A. Subrecipient IRS/Vendor No. | 6. Date: 1/5/2016 | 7. Action | |
| Subrecipient Name and Address | 8. Supplement Number 2 | Initial | |
| | | <input checked="" type="checkbox"/> Supplemental | |
| 2A. Subrecipient IRS/Vendor No.: | 9. Previous Award Amount: | \$216,314.00 | |
| 3. Project Title | 10. Amount of This Award: | \$5,000.00 | |
| | 11. Total Award: | \$221,314.00 | |
| 12. • The above grant is approved subject to such conditions or limitation as are set forth in the original Grant. | | | |
| 13. Statutory Authority for Grant: Public Law 113-235 / H.R. 83 | | | |
| AGENCY APPROVAL | | RECIPIENT ACCEPTANCE | |
| 14. Typed Name and Title of Approving Official Michael K. Gottlieb National HIDTA Director | | 15. Typed Name and Title of Authorized Official Tommy Roberts Mayor | |
| 16. Signature of Approving ONDCP Official <i>Michael K. Gottlieb</i> | | 17. Signature of Authorized Recipient/Date | |
| AGENCY USE ONLY | | | |
| 18. Accounting Classification Code DUNS: 080376346 EIN: 1856000129A1 | | 19. HIDTA AWARD OND1070DB1516XX OND6113 OND2000000000 OC 410001 JID: 47629 | |

Legal Department
~~Approved for~~
 By 
 Date 1/11/16

Initiative Cash by HIDTA

FY 2015

Current Budget (net of reprogrammed funds)

| HIDTA | Agency Name | Initiative | Cash | Type | Grant |
|--|--------------------|--------------------------------------|-------------------|---------------|------------|
| SWB - New Mexico | City of Farmington | Region II HIDTA Narcotics Task Force | 221,314.00 | Investigation | G15SN0010A |
| Agency Total : City of Farmington | | | 221,314.00 | | |
| Total | | | 221,314.00 | | |

Budget Detail

2015 - SWB - New Mexico

Initiative - Region II HIDTA Narcotics Task Force

Award Recipient - City of Farmington (G15SN0010A)

Resource Recipient - City of Farmington

0.0%

| | | |
|---|-----------------|-------------------|
| Current Budget (net of reprogrammed funds) | | \$5,000.00 |
| Other | Quantity | Amount |
| Other | | \$5,000.00 |
| Total Other | | \$5,000.00 |
| Total Budget | | \$5,000.00 |

ALCOHOL & GAMING DIVISION
PUBLIC CELEBRATION PERMIT APPLICATION WINEGROWER, SMALL BREWER & CRAFT DISTILLER LICENSE HOLDERS

(60-64-11 / 60-64-26.1 NMSA)

FEES ARE \$10 PER DAY -- Fees are Non-Refundable

LICENSE HOLDER INFORMATION:

Business Name (DBA) Wines of the San Juan Owner Name David & Marcia Arnold Liquor License # 6085
Mailing Address 233 Hwy 511 Blanco City, State & Zip Blanco NM 87412
Contact Telephone # 505 632-0879 Fax # 505 632-8709 Email Address Winesofthesanjuan@gmail.com

EVENT INFORMATION: Celebration type: State Fair County Fair Community Fiesta Cultural/Artistic Performance Athletic

Circle those that apply All Age Event Wrist Bands and/or Stamps - Beer Garden Indoor Outdoor Event Begin Time 7:00 pm End Time 10:00 pm

Description and Name of Event SI College Fine Arts Fundraiser Date(s) of Event Mar. 18, Fri. Alcohol Service Begin Time 7 pm End Time 10 pm

Physical Address of Event & Name of Building or Business 302 E. Main Artifacts Gallery Number of Persons expected to Drink 30

Description of Security Wines of the San Juan Number of Security 2 + Security Contact Name David Arnold Contact Telephone # 970-749-8938
David Arnold

SPONSOR INFORMATION

Sponsor of Event SI College Fine Arts Committee Contact Name Marilyn Taylor Contact Telephone # 505-486-5359

BUILDING/PROPERTY OWNER APPROVAL

Name (print) Artifacts Gallery Signature Beverly Taylor Telephone # 505-327-2907 Date Jan. 19, 2016

5.0

LICENSE HOLDER & SERVER CERTIFICATION: I, Marcia Arnold (Licensee) hereby certify that this event is not within 300 Ft. of a church or school unless alcoholic beverages were sold there prior to July 1, 1981 or a waiver is obtained from the local governing body. I further certify that all persons providing the service of alcoholic beverages are server certified and that they are my employees and that ALL the information in this application is true and correct.

NOTE: List of servers including name, server permit # and server expiration date must be attached to permit application. Licensee agrees that if any statements or representations herein are found to be false, the director may refuse to issue additional permits.

Licensee Name (print) Marcia Arnold Signature Marcia Arnold Date 1-19-16
All profits derived from the sale of liquor will go only to the licensee.

NOTARY INFORMATION

Subscribed and Sworn before me this 19th day of January, 20 16 Notary Public Andrea Jones Exp. 5/6/18

LOCAL GOVERNING BODY APPROVAL

Print Name _____ Title _____ Date _____ Signature _____ Phone _____ Fax _____

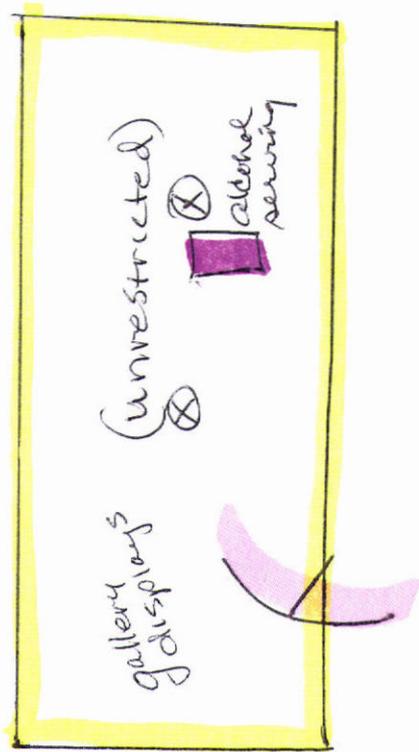
ALCOHOL & GAMING DIVISION USE ONLY

Approved by: _____ Date _____ Permit Number _____
Attachments: 1) Floor plan - (Pictures) 2) Fees per day (listed on top of page) 3) Server information list



ARTIFACTS GALLERY
 302 E. MAIN
 FARMINGTON NM
 505-327-2907

parking



- premise
- entrance exit
- X security
- wine serving

MAIN ST.

Server: David Arnold #106092 03/2016
 Marcia Arnold # 106089 03/2016

Journey Church

207 E. Main
Farmington, N.M. 87401
(505) 320 -9190

September 17, 2015

Farmington City Council:

We have no objection to Wines of the San Juan's request to serve alcohol at upcoming events scheduled in the Farmington downtown area in the Journey Church radius of the events, as long as they are not held during regular service hours.

I hope this letter will help with permit requests for Wines of the San Juan.

In his service,



Pastors David & Kathy Florez

“He Will Show You The Way”

207 E. Main Farmington NM 87401

www.journeychurchfarmington.org

- * **Adoption** of the Planning and Zoning Commission Action as contained within the Community Development Petition Report and **approval** of PFP 15-02, a request from the City of Farmington, represented by Nica Westerling, City Engineer, for a Preliminary Plan and Final Plat for the Piñon Hills Right-of-Way Subdivision No. 2, a road dedication for the Piñon Hills Boulevard extension, a consolidation of 30 lots into 4 tracts, granting nine easements, the abandonment of a portion of Hubbard Street and dedicating right-of-way for the extension of Paseo del Rancho on 82.88± acres located south of NM 516/E. Main Street to County Road 3000.
(Cindy Lopez)

Recommendation of approval by the Planning and Zoning Commission on January 14, 2016 with recommendations of staff passed by a vote of 9-0.

- * **Adoption** of the Planning and Zoning Commission Action as contained within the Community Development Petition Report and **approval** of SUP 15-08, a request from Heather Alexander and Joshua Johnson, for a Special Use Permit for a body art establishment in the Central Business District and a waiver to Farmington's City Code Sec. 8.15.3, for property located at 115-A E. Main Street. (Steven Saavedra)

Recommendation of approval by the Planning and Zoning Commission on January 14, 2016 with recommendations of staff passed by a vote of 9-0.

Adoption of the Planning and Zoning Commission Action as contained within the Community Development Petition Report and **approval** of PFP 15-01, a request from Four Corners Land, LLC, represented by George Walters of Cheney-Walters-Echols, for a Preliminary Plan and Final Plat for 3.94 acres located at 2500 Farmington Avenue. (Keith Neil)

Recommendation of approval by the Planning and Zoning Commission on January 14, 2016 with recommendations of staff passed by a vote of 9-0.

NOTE: The petitioner has requested that this petition be postponed until the February 9, 2016 City Council Meeting.

COMMUNITY DEVELOPMENT ACTION SUMMARY
 Preliminary Plan and Final Plat for
 Pinon Hills Right-of-Way Subdivision No. 2
 Petition No. PFP 15-02

A. STAFF REPORT, January 14, 2016

PROJECT INFORMATION

| | |
|--|--|
| Applicant | City of Farmington |
| Representative | Nica Westerling, City Engineer |
| Date of Application | December 17, 2015 |
| Requested Action | Preliminary Plan and Final Plat approval |
| Location | South of E. Main Street and Pinon Hills Blvd. intersection between Rancho de Animas Drive and Silver Avenue to County Road 3000 |
| Existing Land Use | Residential/Park Land |
| Existing Zoning | Varies SF-5 to RA to Unincorporated |
| Surrounding Zoning & Land Use | North: IND Industrial South: Unincorporated San Juan County East: RE-20 Residential Estates, RA Rural Agricultural West: SF-7 Single-family |
| Subdivision Class | Class 3 |
| Notice | Public notice is not required for Preliminary Plans or for Final Plats |
| Staff Planner | Cynthia Lopez, Senior Planner |

SUBDIVISION INFORMATION

| | |
|---------------------------------|--|
| Number of Lots | 30 lots |
| Acres of Land | 82.88 ± acres |
| Minimum Lot Size | ~ 2.8 acres |
| Utilities | Water: Per City standards. Sewer: Per City standards Electric: Per Electrical Engineering |
| Access & Circulation | Extension of Piñon Hills Boulevard/ extension of Hubbard to proposed Piñon Hills Boulevard and extension of Paseo del Rancho to proposed Piñon Hills Boulevard |
| Street Lights | Per City standards |
| Street Signs | Per City standards |
| Fire Hydrants | Per City standards |
| Drainage | Per City standards |
| Recreation | Per City standards |

GENERAL INFORMATION

The petitioner is requesting a Preliminary Plan and Final Plat for the dedication of the extension of Pinon Hills Boulevard to the south of NM 516/E. Main Street to County Road 3000, for the consolidation of 30 lots into four (4) tracts of land, to grant nine (9) easements, to dedicate right-of-way for the extension of Paseo del Rancho, and to abandon the portion of Hubbard Street that was dedicated with the Sun Valley Subdivision No.2.

This plat would typically be processed as a Summary Plat. However, because the plat is dedicating two roadways and abandoning another roadway it is required to be processed through the major subdivision process. To expedite the major subdivision process Community Development is processing this plat as a Preliminary/Final Plat.

Pursuant to *Plat Amendment Application Process* Section 8.8.8A of the Unified Development Code "A resubdivision or replat shall be required for any revision or replat involving dedication, vacation or relocation of a public street or other public right-of-way." The Sun Valley Subdivision No. 2 dedicated Hubbard Street when it was recorded. This plat will dedicate Pinon Hills Boulevard, dedicate a portion of Paseo del Rancho and abandon the portion of Hubbard Street that was dedicated with the Sun Valley Subdivision No.2.

The Sun Valley Subdivision No. 2 was recorded in the San Juan County Clerk's Office on August 30, 1968. It was a 25 lot subdivision that the City of Farmington bought from the developer in its entirety. Another parcel of land that is part of this plat is the old railroad right-of-way which was deeded to the City of Farmington on April 28, 1971. The other lots were also purchased by the City of Farmington specifically for the future dedication of the extension of Piñon Hills Boulevard.

The plat proposes to dedicate 21.6558 acres of land for the right-of-way for the extension of Piñon Hills Boulevard. It also dedicates 0.0624 acres of right-of-way for the extension of Paseo del Rancho on Tract 4. Tract 1 will be 35.6667 acres of land. Tract 2 will be 13.9069 acres. Tract 3 will be 8.9016 acres and Tract 4 will be 2.7459 acres.

This plat will also grant several easements. Tract 1 has Easement 1 which is a drainage and slope easement of 5.3806 acres; Easement 2 which is a drainage easement of 0.0387 acres; Easement 3 which is a drainage easement of 0.0684 acres; and Easement 4 which is a drainage and slope easement of 0.0890 acres. Tract 2 has Easement 5 which is a drainage and slope of 6.2177 acres, and Easement 6 which is a drainage easement of 0.0838 acres. Tract 3 has Easement 7 which is a slope easement of 0.0756 acres and Easement 8 which is a slope easement of 0.7375 acres. Tract 4 has Easement 9 which is a slope easement of 0.0624 acres. This plat also dedicates 0.0624 acres for the extension of Paseo del Rancho onto Tract 4.

ISSUES

Technical and Corrective Changes: Toni Sitta – 599-1399

- Please include Match Lines on each of sheets 2 - 9.
- Please check legal description on Sheet 1. "Beginning at a point on the northerly right-of-way of County Road 3900", should this be County Road

3000? Sheet 3 shows the POB along the northerly ROW on CR 3000. The next two metes and bounds also reference CR 3900.

- Sheet 2 - TIE Distance from Cap Stamped T29N R12W S6 S5 S7 S8 shows 810.61, should this be 3810.61 as shown in legal description of Sheet 1.
- Please include a description (distances and bearings) for the "20' Utility Easement Granted with the Filing of this Plat" on Sheets 4 and 5, crossing Tracts 1 and 2.
- Please include a benchmark elevation referenced from City of Farmington GPS monument, including Northing & Easting on one corner of the surveyed lot.
- Please include missing measurements on "Hubbard Street 0.0293 Acres" Sheet 6, "Hubbard Street 0.2809 Acres" Sheet 9, and other segments.
- Please check to see if there is a way to organize the curve data as it is shown on the surveyed area. It is confusing when reconstructing the survey, especially along the Pinon Hills Boulevard ROW.

Senior Planner: Cynthia Lopez – 599-1448

- The extension of Paseo del Rancho is mislabeled as Hubbard Street on Sheet 9 of 10.
- Is this plat subdividing the old Railroad Right-of-way into two lots/tracts? If so, should the remainder be designated on the plat?
- Pursuant to Section 8.8.9E(3) *Review and final action/recommendation by the commission* a Final Plat shall be reviewed by the Planning & Zoning Commission for approval. If approved the chairman of the commission shall mark and sign the plat as follows:

Approved pursuant to major subdivision procedure of the City of Farmington UDC

Date:

City of Farmington Planning Commission

By:

Chairman

- Indicate the City limit on the plat.
- Check the spelling of "County Road" on the plat. In many places the plat calls them out as "Country Road".

STAFF CONCLUSION

Staff concludes that approval of Petition PFP 15-02, Piñon Hills Right-of-Way Subdivision No. 2 is appropriate. The plat meets the requirements of the Unified Development Code with the modifications as noted in the ISSUES segment of this report.

STAFF RECOMMENDATION

The Community Development Department recommends **approval** of Petition PFP 15-02, a request from the City of Farmington, represented by Nica Westerling, City Engineer, for the Preliminary Plan and Final Plat for the Pinon Hills Right-of-Way Subdivision No. 2, a road dedication for the Piñon Hills Boulevard extension, a

consolidation of 30 lots into 4 tracts, granting nine (9) easements, the abandonment of a portion of Hubbard St. and dedicating right-of-way for the extension of Paseo del Rancho on 82.88± acres located south of NM 516/E. Main Street to County Road 3000.

FINDINGS AND FINAL ACTION OF THE PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission held a public meeting on Thursday, January 14, 2016 and made the following findings:

1. The owner of the property is the City of Farmington, represented by Nica Westerling, City Engineer.
2. The petitioner is requesting a Preliminary Plan and Final Plat for the Piñon Hills Right-of-Way Subdivision No. 2, a road dedication for the Piñon Hills Boulevard extension, a consolidation of 30 lots into 4 tracts, granting nine (9) easements, the abandonment of a portion of Hubbard St. and dedicating right-of-way for the extension of Paseo del Rancho on 82.88± acres located south of NM 516/E. Main Street to County Road 3000.
3. Pursuant to *Plat Amendment Application Process* Section 8.8.8A of the Unified Development Code “A resubdivision or replat shall be required for any revision or replat involving dedication, vacation or relocation of a public street or other public right-of-way.”

Planning and Zoning Commission Action of January 14, 2015

A motion was made by Commissioner Davis, seconded by Commissioner Waldroup, to **approve** Petition PFP 15-02, a request from the City of Farmington, represented by Nica Westerling, City Engineer, for the Preliminary Plan and Final Plat for the Pinon Hills Right-of-Way Subdivision No. 2, a road dedication for the Piñon Hills Boulevard extension, a consolidation of 30 lots into 4 tracts, granting nine (9) easements, the abandonment of a portion of Hubbard St. and dedicating right-of-way for the extension of Paseo del Rancho on 82.88± acres located south of NM 516/E. Main Street to County Road 3000.

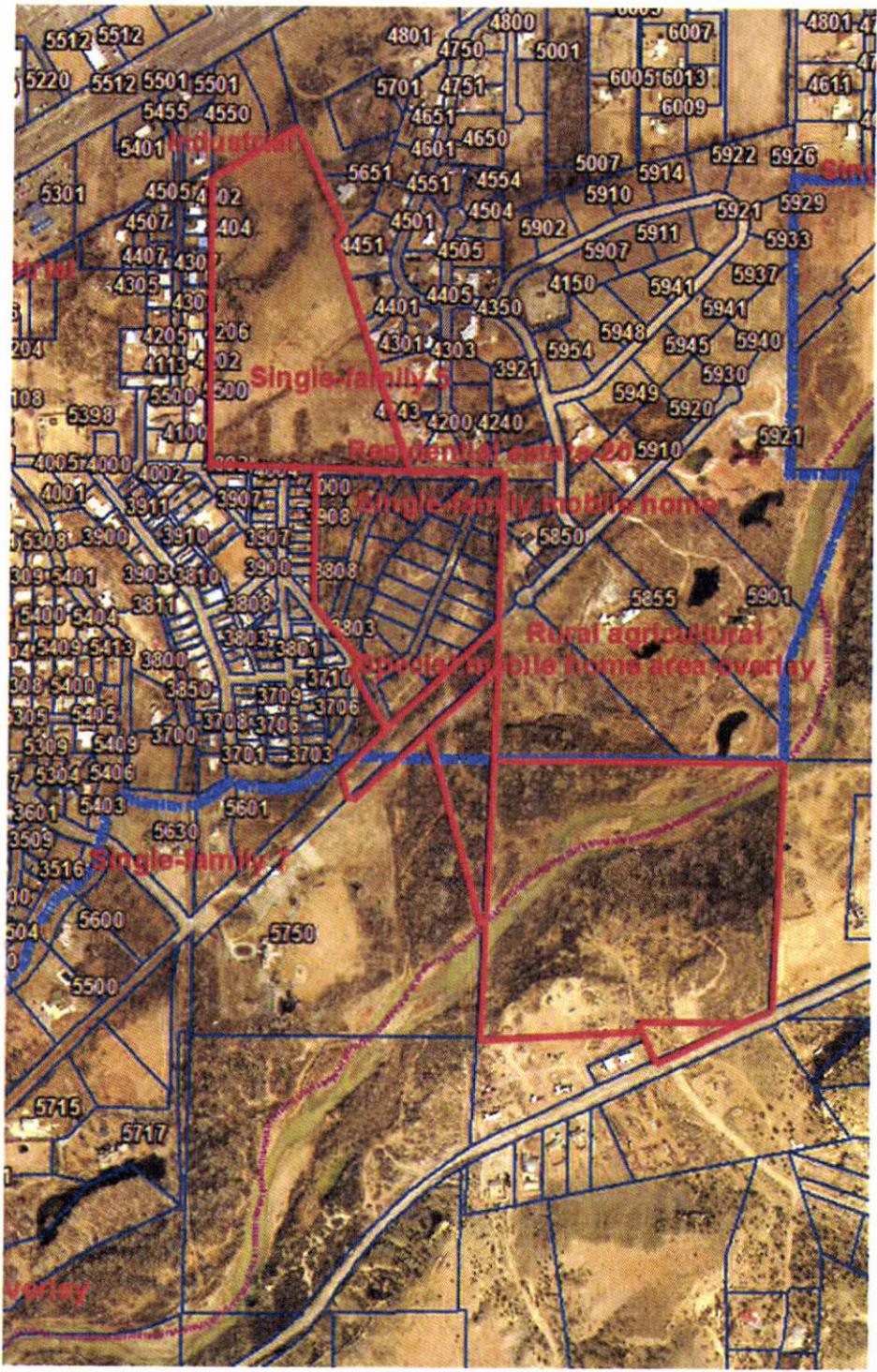
AYE: Chairman Cardon, Commissioners Brown (Alt.), Davis, Freeman, Jaques, Langenfeld, Thompson, Waldroup and Washburn

NAY: None

ABSTAINED: None

ABSENT: Commissioners Ragsdale

Motion passed 9-0.

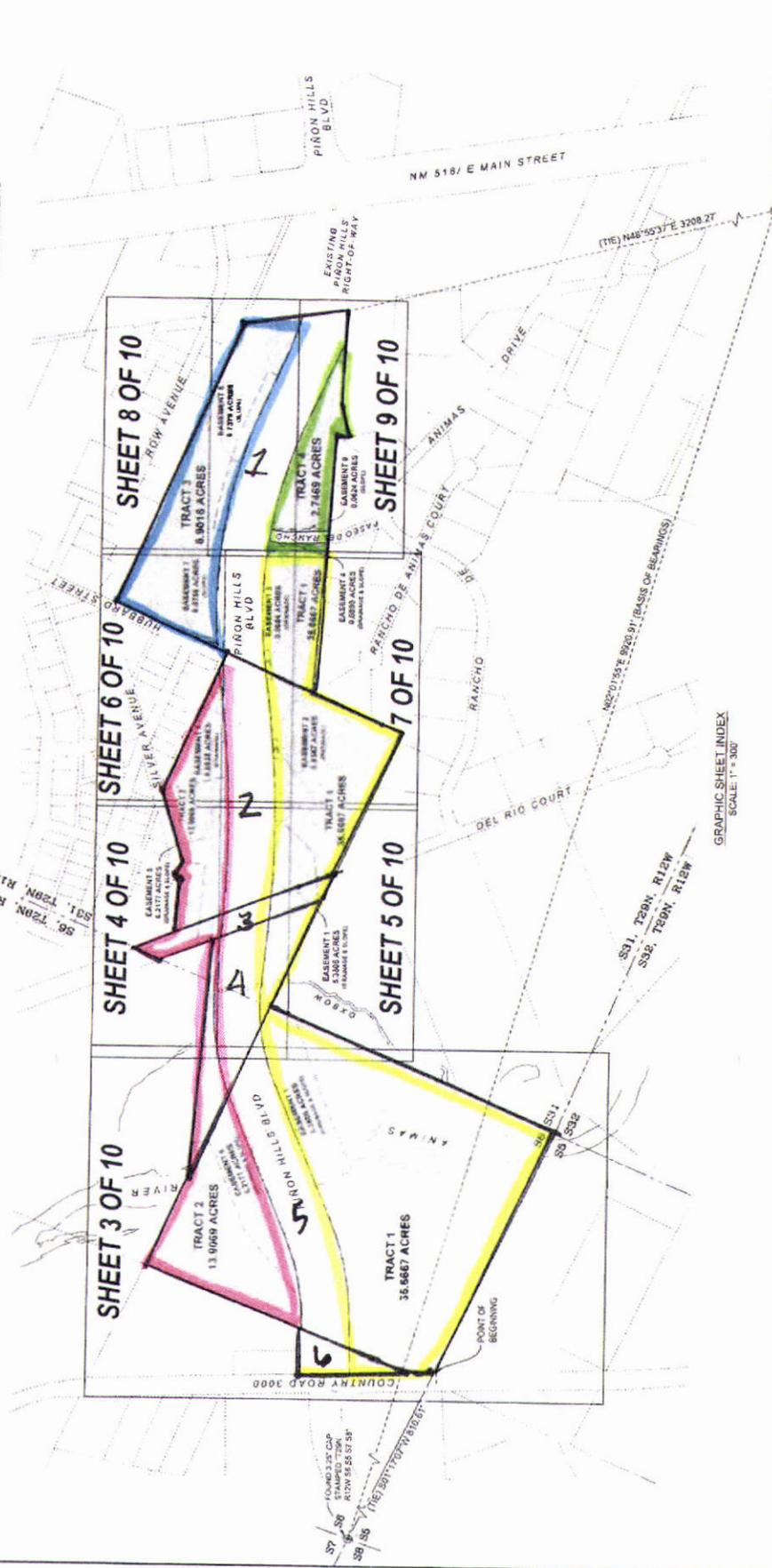


Pinon Hills Right-of-Way Subdivision No. 2

PLAT OF
**PIÑON HILLS RIGHT-OF-WAY
 SUBDIVISION No. 2**

WITHIN SECTION 6, TOWNSHIP 29 NORTH, RANGE 12 WEST, &
 SECTION 31, TOWNSHIP 31 NORTH, RANGE 12 WEST, N.M.P.M.,
 FARMINGTON, SAN JUAN COUNTY, NEW MEXICO

DECEMBER 2015



PIÑON HILLS RIGHT-OF-WAY SUBDIVISION No. 2
 61,222.1 ACRES (GROSS)
 21,655.8 ACRES (RIGHT-OF-WAY)
 82,877.9 ACRES (NET)

GRAPHIC SHEET INDEX
 SCALE: 1" = 300'

CITY OF FARMINGTON MEASUREMENT TO GPS 1984
 GEOGRAPHIC POSITION: NAD 83
 STATE PLANE GRID COORDINATES (WEST ZONE)
 NAD 83 STATE PLANE MEASUREMENT COORDINATES
 N = 292823.508 E = 2937173.381
 NAVD 1983 ELLIPSOID = 322.648



Bohannon & Huston
 ARCHITECTS, PLANNERS & ENGINEERS
 1000 N. 10TH ST., SUITE 100, FARMINGTON, NM 87401

SHEET 2 OF 10

PLANNING MEMO COMMENTS SUMMARY

PFP 15-02 PINON HILLS RIGHT-OF-WAY SD #2

Deadline: 12/28/15

City of Farmington Departments

| | | |
|--------|--|--|
| CD | Director – Mary Holton | Comments will be incorporated into the staff memo. |
| CD | Addressing – Planning Division | |
| CD | Chief Building Official – Derrick Childers | Building inspection has no comments on PFP 15-02 pinon Hills ROW SD |
| CD | Long Range Planner | |
| CD | MPO – Duane Wakan | |
| CD | Oil & Gas Inspector – Leona Sims | |
| CITY | City Manager's Office – Bob Campbell | |
| ELEC | Customer Care Manager – Nicki Parks | No comment |
| ELEC | Electrical Engineering - Luwil Aligarbes | No comment or conflict with the plat for Pinon Hills Boulevard South, E. Main St to CR 3000. |
| ELEC | T & D | |
| FIRE | Fire Marshall –Brandy Vega | Planning for hydrant placement, as discussed during the DRC meeting. |
| LEGAL | City Attorney – Jennifer Breakell | |
| LEGAL | Deputy City Attorney-Russel Frost | |
| POLICE | Code Compliance - | |
| POLICE | Sergeant Flores | |
| PRCA | Cory Styron | |
| PW | City Engineer- Nica Westerling | |
| PW | Engineering – Toni Sitta | <ul style="list-style-type: none"> - Please include Match Lines on each of sheets 2 - 9. - Please check legal description on Sheet 1. "Beginning at a point on the northerly right-of-way of County Road 3900" Should this be County Road 3000? Sheet 3 shows the POB along the northerly ROW on CR 3000. The next two metes and bounds also reference CR 3900. - Sheet 2 - TIE Distance from Cap Stamped T29N R12W S6 S5 S7 S8 shows 810.61, should this be 3810.61 as shown in legal description of Sheet 1. - Please include a description (distances and bearings) for the "20' Utility Easement Granted with the Filing of this Plat" on Sheets 4 and 5, crossing Tracts 1 and 2. - Please include a benchmark elevation referenced from City of Farmington GPS monument, including Northing & Easting on one corner of the surveyed lot. - Please included missing measurements on "Hubbard Street 0.0293 Acres" Sheet 6, "Hubbard Street 0.2809 Acres" Sheet9, and other segments. - Please check to see if there is a way to organize the curve data as it is shown on the surveyed area. It is confusing when reconstructing the survey, |

| | | |
|----|------------------------------------|---|
| | | especially along the Pinon Hills Boulevard ROW. |
| PW | Streets Superintendent – Jim Couch | |
| PW | Traffic Engineer– Charles Trask | |
| PW | Water/Waste Water – Manuel Tso | No comment |

Other Entities

| | |
|----------------------------|--|
| New Mexico Gas Company | |
| CenturyLink-Willatto | |
| Qwest Communications | |
| Enterprise Field Services | |
| Comcast Cable-Mark Johnson | |
| CH2MHILL OMI | |
| Williams Field Services | |
| Farmington School District | |

PETITION APPLICATION

RECEIVED



**Incomplete applications
may not be accepted.**

**Return completed
application to:**

DEC 17 2015
Planning Division
Community Development Department
City of Farmington
800 Municipal Drive
Farmington, NM 87401 (505) 599-1317

PROJECT TYPE (Check Those Applicable)

- Annexation / Zoning
- Preliminary Plat
- Final Plan

- Summary Plat
- Special Use Permit
- Variance (ARB)

- Zone Change to
- Temporary Use Permit
- Proposed Length of Use:**
- Well site equipment modification

INFORMATION

| | |
|--|--|
| Applicant's Name: Nica Westerling | Project Location: Pinon Hills and Main Street |
| Address: 800 Municipal Drive | Existing Use: vacant |
| E-Mail: nwesterling@fmtn.org | Proposed Use: road right of way and remainder tracts |
| Telephone: 505 599-1316 | Current Zoning: <u>Various</u> |
| Relationship to Property Owner: City Engineer | Assessor's Parcel I.D. and/or Tax I.D. Number: |

Legal Description of Subject Property:

Is Property subject to deed restrictions, covenants, or homeowners' association agreements? Yes No
 If Yes, please provide copy with application.

REPRESENTATIVE / CONTACT PERSON (if other than applicant)

| | |
|--------|----------|
| Name: | E-Mail: |
| Phone: | Address: |

OWNERSHIP

| | | | |
|--|--------------------------|--------------------------------------|--------|
| PROPERTY OWNER (Identify General Partners, Managing Partner, Corporation President and Secretary. Specify type of ownership interest: Fee, Real Estate Contract, Option to Purchase) <u>Fee Simple</u> | | MORTGAGE HOLDERS (If any) <u>N/A</u> | |
| Name: City of Farmington | Phone: (505) 599-1316 | Name: | Phone: |
| Address: 800 Municipal Drive | | Address: | |

OWNER CERTIFICATION: I certify that I am an owner and the information and exhibits herewith are true and correct to the best of my knowledge in filing this application. I am acting with the knowledge and consent of all persons in interest and understand that without the consent of all persons in interest the requested action cannot lawfully be accomplished. I give my permission for authorized officials of the City of Farmington or Planning and Zoning Commission to enter the premises described in this application. I understand applications will generally be reviewed by City Council at their first regular session following the P&Z review.

Owner's Signature: *[Handwritten Signature]*

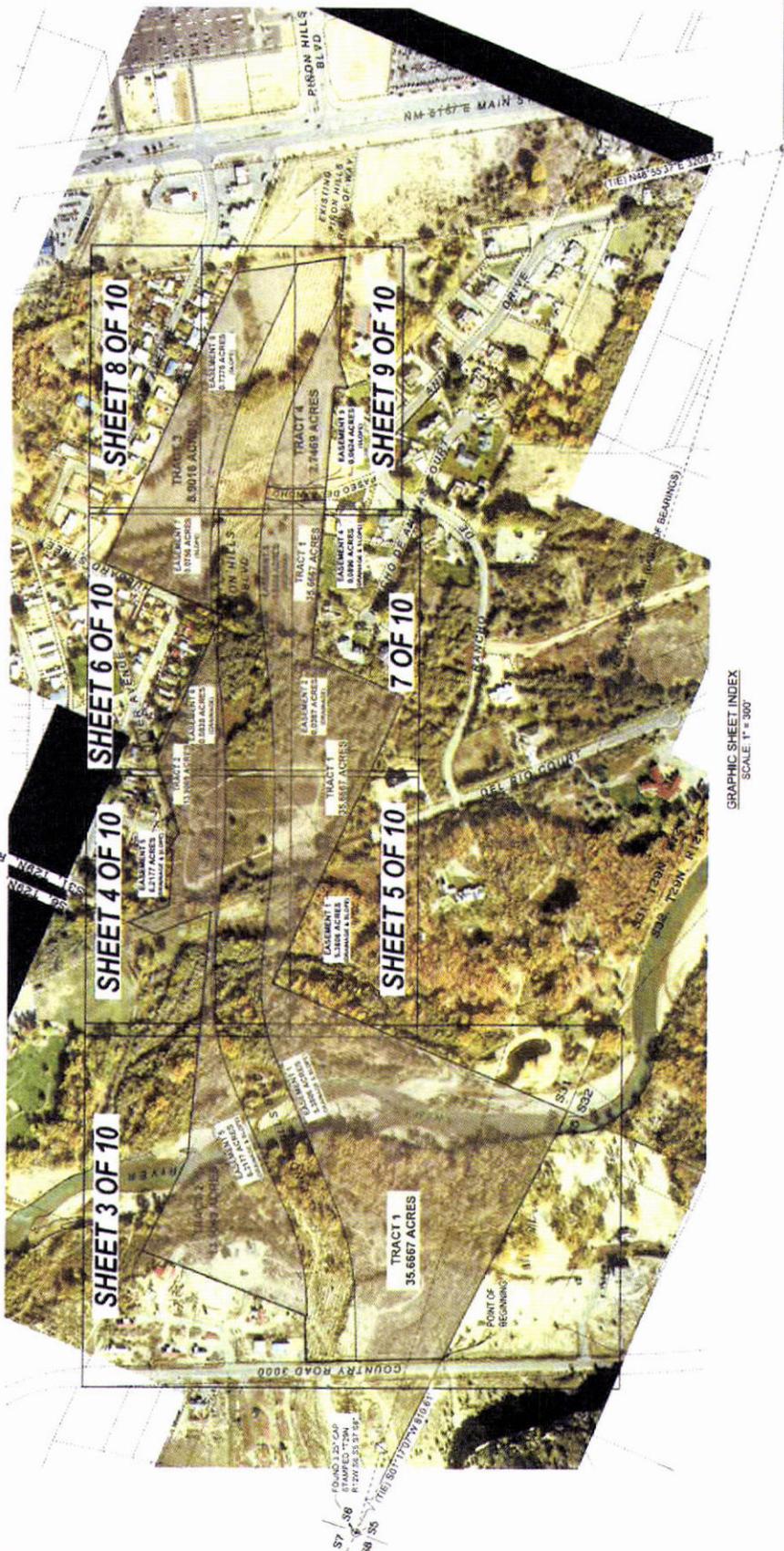
****** STAFF USE ONLY ******

| | |
|--------------------------|--|
| Received By | <input type="checkbox"/> Site Plan |
| Date | <input type="checkbox"/> Ownership List (subject and surrounding properties) |
| Project File No. | <input type="checkbox"/> Legal Description |
| Date of Hearing/Meeting: | <input type="checkbox"/> Project Description |

PLAT OF
**PIÑON HILLS RIGHT-OF-WAY
 SUBDIVISION No. 2**

WITHIN SECTION 6, TOWNSHIP 29 NORTH, RANGE 12 WEST, &
 SECTION 31, TOWNSHIP 31 NORTH, RANGE 12 WEST, N.M.P.M.,
 FARMINGTON, SAN JUAN COUNTY, NEW MEXICO

DECEMBER 2015



PIÑON HILLS RIGHT-OF-WAY SUBDIVISION No. 2

61,222.1 ACRES (GROSS)
 21,655.8 ACRES (RIGHT-OF-WAY)
 82,877.9 ACRES (NET)

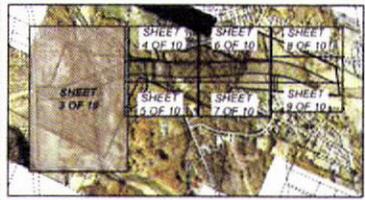
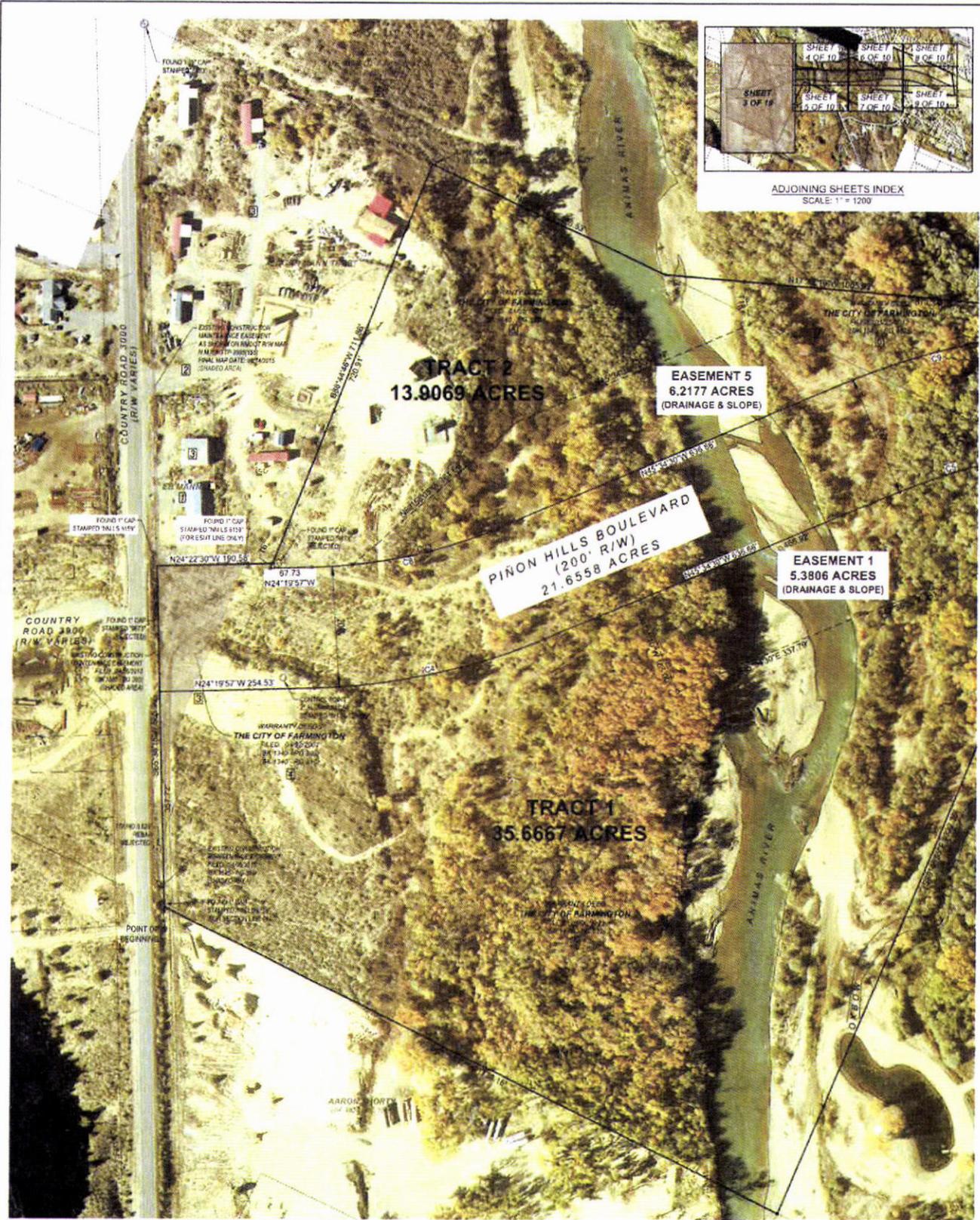
GRAPHIC SHEET INDEX
 SCALE: 1" = 300'

CITY OF FARMINGTON MONUMENT "11 OPUS 1196"
 GEODERMIC POSITION "HAD BY"
 NM STATE PLANE COORDINATES (WEST ZONE)
 NM STATE PLANE MODIFIED COORDINATES
 N = 292651.696 E = 263173.981
 NAVD 1986 ELEVATION = 3923.344



Bohannon & Huston
 Surveyors
 Albuquerque, NM 87102 (505) 824-1000

SHEET 2 OF 10

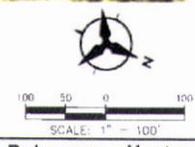


ADJOINING SHEETS INDEX
SCALE: 1" = 1200'

LEGEND

| | |
|---|--|
| ⊙ FND-ALUMINUM CAP | --- SUBDIVISION BOUNDARY LINE |
| ⊙ FND-BRASS CAP | — TRACT LINE |
| ⊙ FND-CHISELED MARK IN CONCRETE | - - - NEW EASEMENT |
| ⊙ FND-CONCRETE PIPE | - - - EXISTING EASEMENT |
| ⊙ FND-MAIL | - - - LOT LINE TO BE ELIMINATED |
| ⊙ FND-MAIL AND SHNER | - - - RIG. RT-OF-WAY TO BE VACATED |
| ⊙ FND-REBAR NO CAP | - - - ADJOINING PROPERTY LINE |
| ⊙ FND-REBAR WITH CAP | - - - RIGHT-OF-WAY DEDICATED TO THE CITY OF FARMINGTON WITH THE PLING OF THIS PLAT |
| ⊙ SET REBAR WITH YELLOW PLASTIC CAP STAMPED "NM PS 15730" | |

SEE SHEET 10 OF 10 FOR CURVE AND TANGENT TABLES



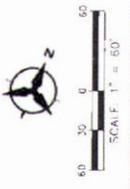
Bohannon & Huston
 Surveyors & Engineers, Inc.
 405 South Main Street, Suite 100
 Farmington, Arkansas 72501

SHEET 3 OF 10



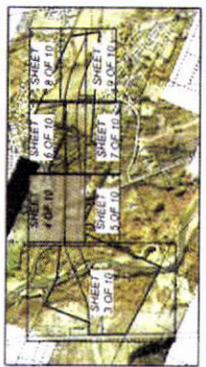
LEGEND

- POLYALUMINUM CAP
- POLYBRASS CAP
- ⊕ FINGER-SEB MARK IN CONCRETE
- FINGER-IRON PIP
- FINGER-MAIL
- FINGER-MAIL AND OTHER
- FINGER-REBAR NO CAP
- FINGER-REBAR WITH CAP
- SET REBAR WITH YELLOW PLASTIC
- SET REBAR WITH YELLOW PLASTIC AND CONCRETE
- SUBDIVISION BOUNDARY LINE
- TRACT LINE
- N/O FASHION
- EASEMENT
- LOT LINE TO BE ELIMINATED
- RIGHT-OF-WAY TO BE VACATED
- ADJOINING PROPERTY LINE
- PROPERTY ASSOCIATED TO THE CITY OF FARMINGTON AT THE TIME OF FILING OF THIS PLAT



Bohannon & Huston
 Surveyors, Inc.
 1000 S. 10th Street, Suite 100
 Oklahoma City, Oklahoma 73106

SHEET 4 OF 10



ADJOINING SHEETS INDEX
 SCALE: 1" = 7200'

NOTE: EXISTING LOT LINES WITHIN SUN VALLEY SUBDIVISION NO. 2 TO BE ELIMINATED WITH THE FILING OF THIS PLAT AND ALL EXISTING RIGHT-OF-WAY VACATED WITH THE FILING OF THIS PLAT. ALL EXISTING EASEMENTS, INCLUDING THE UNDERLYING PUBLIC EASEMENTS (VACATED RIGHT-OF-WAY) TO REMAIN.

SEE SHEET 10 OF 10 FOR CURVE AND TANGENT TABLES

TRACT 1
35.667 ACRES

TRACT 2
13.9069 ACRES

PINON HILLS BOULEVARD
(200' R/W)
21.6558 ACRES

EASEMENT 3
5.2177 ACRES
(BRAMBLE & ELDER II)

EASEMENT 4
5.2177 ACRES
(BRAMBLE & ELDER II)

SUN VALLEY
SUBDIVISION No. 1
FILED 08/04/09
OCOLA COUNTY, OKLAHOMA



NOTE:
 ALL EXISTING LOT LINES WITHIN SUN VALLEY SUBDIVISION No. 2 TO BE ELIMINATED WITH THE FILING OF THIS PLAT AND ALL EXISTING RIGHT-OF-WAY VACATED WITH THE FILING OF THIS PLAT.
 ALL EXISTING EASEMENTS, INCLUDING THE UNDERLYING PUBLIC EASEMENTS (VACATED RIGHT-OF-WAY) TO REMAIN.

SEE SHEET 10 OF 10 FOR CURVE AND TANGENT TABLES



ADJOINING SHEETS INDEX
 SCALE: 1" = 1200'

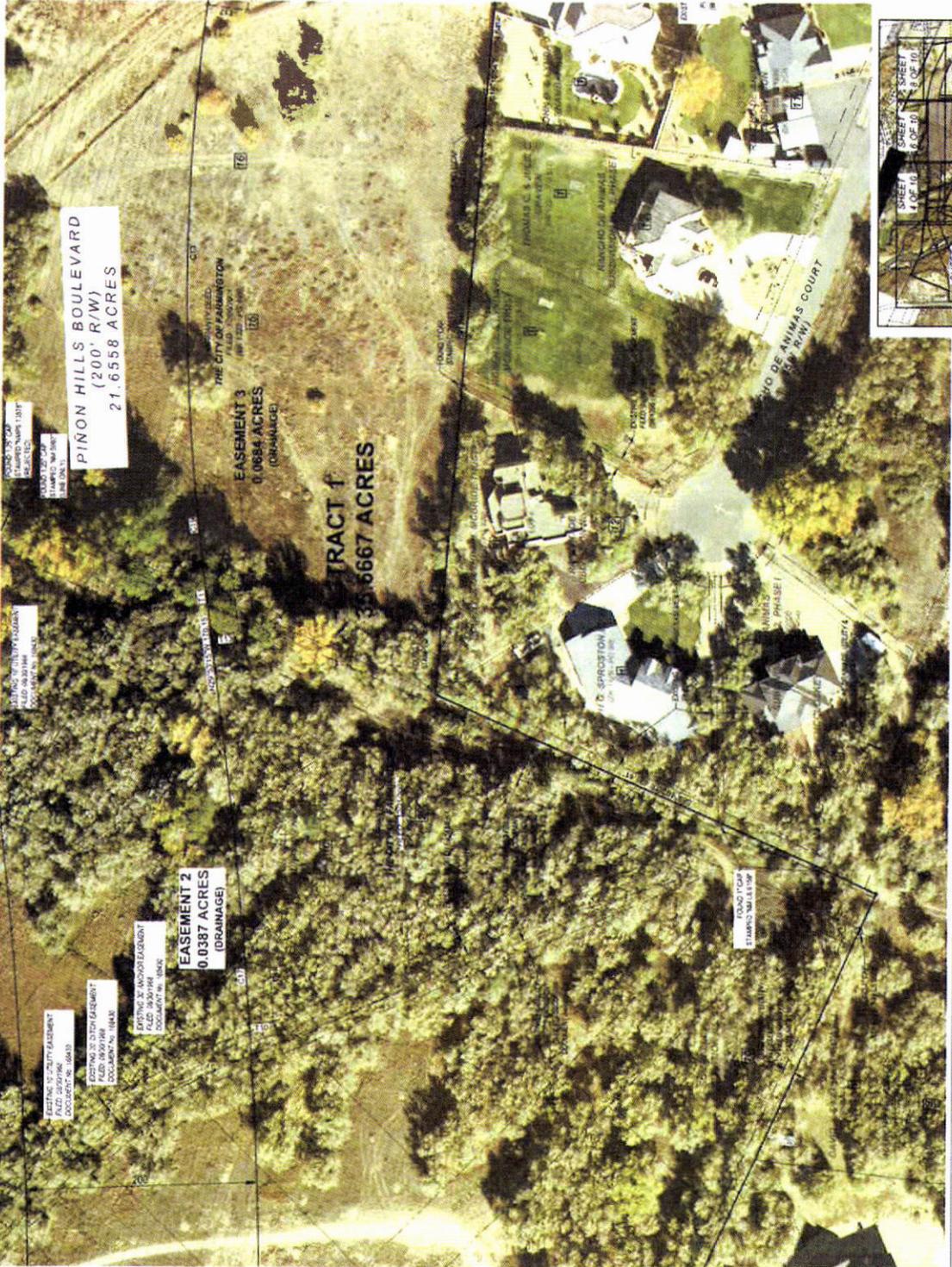
LEGEND:

- PIG-ALUMINUM CAP
- PIG-BRASS CAP
- ⊕ FIDUCIARY MARK IN CONCRETE
- PIG-IRON PIPE
- PIG-IRON
- HIGH-NAIL AND FISHER
- PIG-IRON NO CAP
- PIG-IRON WITH CAP
- PIG-IRON WITH CAP AND STAKE
- PIG-IRON WITH CAP AND STAKE AND PIG-IRON
- SUBDIVISION BOUNDARY LINE
- TRACT LINE
- NEW EASEMENT
- EXISTING EASEMENT
- LOT LINE TO BE ELIMINATED
- RIGHT-OF-WAY TO BE VACATED
- ADJOINING PROPERTY LINE
- BOUNDARY LINE RELAYED TO THE CITY OF WASHINGTON WITH THE FILING OF THIS PLAT



Bohannon - Huston
 Surveyors
 10000 Katy Road, Suite 100
 Houston, TX 77055

SHEET 6 OF 10



**PINON HILLS BOULEVARD
(200' R/W)
21.6558 ACRES**

**EASEMENT 2
0.0387 ACRES
(DRAINAGE)**

**EASEMENT 3
0.0684 ACRES
(ORCHARD)**

**TRACT 1
33.6667 ACRES**

EXISTING 12" UTILITY EASEMENT
DOCUMENT # 16843

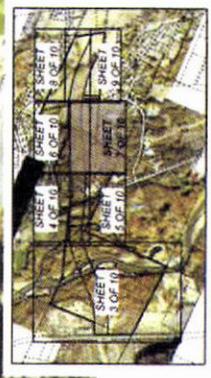
EXISTING 24" UTILITY EASEMENT
FILED 06/30/1981
DOCUMENT # 16843

EXISTING 24" UTILITY EASEMENT
FILED 06/30/1981
DOCUMENT # 16843

EXISTING 24" UTILITY EASEMENT
FILED 06/30/1981
DOCUMENT # 16843

NOTE:
EXISTING LOT LINES WITHIN SUN VALLEY SUBDIVISION
No. 2 TO BE ELIMINATED WITH THE FILING OF THIS PLAT
AND ALL EXISTING RIGHT-OF-WAY VACATED WITH THE
FILING OF THIS PLAT
ALL EXISTING EASEMENTS, INCLUDING THE UNDERLYING
PUBLIC EASEMENTS (VACATED RIGHT-OF-WAY) TO REMAIN

SEE SHEET 10 OF 10 FOR CURVE AND TANGENT TABLES



ADJOINING SHEETS INDEX
SCALE: 1" = 1700'

LEGEND

- FINI-ALUMINUM CAP
- FINI-BRASS CAP
- ⊗ FINI-CHELLED MARK IN CONCRETE
- FINI-IRON PIPE
- FINI-NAIL
- FINI-NAIL ANTI-SWIRK
- FINI-TEAR WITH CAP
- FINI-TEAR WITH CAP
- SET REMAIN WITH YELLOW PLASTIC
- SET REMAIN WITH YELLOW PLASTIC
- SUPERSEDED BOUNDARY LINE
- TRACT LINE
- NEW EASEMENT
- EXISTING EASEMENT
- LOT LINE TO BE ELIMINATED
- RIGHT-OF-WAY TO BE VACATED
- ADJOINING PROPERTY LINE
- RIGHT-OF-WAY DEDICATED TO THE ADJOINING PROPERTY WITH THE FILING OF THIS PLAT



Bohannon & Huston
Surveyors, Inc.
1000 West 10th Street, Suite 100
Lawton, Oklahoma 73505

SHEET 7 OF 10

PLAT OF
PIÑON HILLS RIGHT-OF-WAY
SUBDIVISION No. 2

WITHIN SECTION 6, TOWNSHIP 29 NORTH, RANGE 12 WEST, &
 SECTION 5, TOWNSHIP 29 NORTH, RANGE 12 WEST, N.M.P.M.,
 FARMINGTON, SAN JUAN COUNTY, NEW MEXICO

DECEMBER 2015

CURVE AND TANGENT TABLES

| Curve Data | | | | Tangent Data | | | | |
|------------|-----------|---------|----------|--------------|--------------|-----|-------------|----------|
| ID | DELTA | TANGENT | RADIUS | CHORD | CHORD BRG | ID | BEARING | DISTANCE |
| C1 | 26°31'15" | 41.24' | 81.00' | 80.28' | N76°31'01"E | T1 | N87°43'11"W | 35.39' |
| C2 | 12°04'09" | 18.50' | 36.86' | 36.79' | S71°05'46"W | T2 | N30°42'19"E | 26.24' |
| C3 | 12°04'09" | 23.79' | 47.40' | 47.31' | N71°05'47"E | T3 | S71°41'17"W | 24.30' |
| C4 | 21°14'33" | 197.84' | 391.14' | 388.81' | S34°57'44"W | T4 | N77°10'21"W | 44.72' |
| C5 | 28°43'36" | 216.84' | 426.58' | 424.20' | N311°26'20"W | T5 | N77°10'21"W | 44.72' |
| C6 | 13°02'21" | 501.70' | 999.06' | 996.81' | N23°22'25"W | T6 | N88°54'48"E | 44.47' |
| C7 | 31°25'54" | 531.84' | 1026.86' | 1023.81' | N44°10'16"W | T7 | N88°54'48"E | 44.47' |
| C8 | 21°14'33" | 160.34' | 316.99' | 315.18' | N34°57'44"W | T8 | N85°45'34"E | 22.45' |
| C9 | 28°43'36" | 270.16' | 528.95' | 523.43' | N311°26'20"W | T9 | N82°10'14"E | 21.00' |
| C10 | 13°02'21" | 478.84' | 953.55' | 951.46' | N23°22'25"W | T10 | S63°12'53"W | 21.00' |
| C11 | 29°05'17" | 542.22' | 1061.05' | 1049.69' | N12°56'25"W | T11 | N69°55'15"W | 70.52' |
| C12 | 09°17'20" | 65.77' | 131.25' | 131.11' | N83°15'28"W | T12 | N41°30'15"E | 44.00' |
| C13 | 15°58'28" | 256.19' | 508.55' | 505.24' | N21°54'01"W | T13 | S62°05'45"W | 24.00' |
| C14 | 28°21'31" | 528.05' | 1034.44' | 1023.92' | S12°34'01"E | T14 | S18°16'34"E | 10.07' |
| C15 | 13°56'32" | 231.10' | 458.91' | 456.76' | N65°25'34"W | T15 | S43°03'42"W | 28.52' |
| C16 | 06°26'31" | 248.33' | 496.14' | 495.87' | N20°05'09"W | T16 | S14°40'13"W | 27.97' |
| C17 | 01°02'47" | 40.09' | 80.18' | 80.18' | N27°18'25"W | T17 | S88°27'20"W | 36.00' |
| C18 | 01°02'47" | 40.09' | 80.18' | 80.17' | S27°18'25"E | T18 | S45°32'05"W | 74.24' |
| C19 | 01°38'07" | 26.97' | 53.95' | 53.84' | N29°04'11"E | T19 | S71°15'23"W | 87.82' |
| C20 | 01°38'07" | 26.64' | 53.28' | 53.27' | S29°04'11"E | T20 | N88°57'01"W | 68.13' |
| C21 | 01°26'00" | 23.37' | 46.73' | 46.71' | N14°37'17"W | T21 | S76°19'17"W | 45.00' |
| C22 | 09°04'55" | 332.78' | 664.17' | 663.47' | S41°23'22"E | T22 | S88°27'17"E | 10.00' |
| C23 | 16°42'23" | 126.54' | 249.50' | 248.42' | S31°13'19"E | T23 | N78°48'27"E | 34.81' |
| C24 | 30°37'25" | 28.20' | 55.30' | 55.40' | N73°36'32"E | T24 | N78°48'27"E | 34.81' |
| C25 | 00°32'54" | 10.00' | 20.00' | 20.00' | S88°57'01"W | T25 | N77°07'51"E | 34.81' |
| C26 | 15°12'25" | 285.32' | 569.32' | 565.61' | S66°04'00"E | T26 | N77°07'51"E | 34.81' |
| C27 | 15°12'25" | 270.30' | 539.00' | 535.89' | N11°42'27"W | T27 | N77°07'51"E | 34.81' |
| C28 | 01°12'48" | 20.00' | 40.01' | 39.71' | S11°38'13"E | T28 | N77°07'51"E | 34.81' |
| C29 | 00°54'20" | 14.86' | 29.71' | 29.71' | N11°08'47"E | T29 | N77°07'51"E | 34.81' |
| C30 | 12°04'09" | 17.44' | 34.76' | 34.69' | N11°08'47"E | T30 | N77°07'51"E | 34.81' |

COMMUNITY DEVELOPMENT ACTION SUMMARY
Special Use Permit for a Body Art Establishment
Petition SUP 15-08 – Mr. Tanks

A. STAFF REPORT, January 14 , 2016

PROJECT INFORMATION

| | |
|--|---|
| Applicant | Heather Alexander and Joshua Johnson |
| Representative | N/A |
| Date of Application | 12/16/2015 |
| Requested Action | Special Use Permit for Body Art Establishment & A waiver to the distance of a body art establishment to a church |
| Location | 115-A East Main Street |
| Existing Land Use | Commercial |
| Existing Zoning | CB Central Business District |
| Surrounding Zoning & Land Use | North: CB Central Business District / Commercial South: CB Central Business District / Commercial East: CB Central Business District / Commercial West: CB Central Business District / Commercial |
| Notice | Publication of Notice for public hearings of the Planning and Zoning Commission appeared in the Daily Times on Sunday December 27, 2015. Property owners within 100 feet were sent notice by certified mail, on Tuesday, December 22, 2015 and a sign was posted on Monday, January 4, 2016 |
| Staff Planner | Steven Saavedra, Associate Planner |

STAFF ANALYSIS

Project Description

The petitioner requests a special use permit to operate a body art establishment at 115-A East Main Street. The petitioner plans to operate from the hours of 11:00 am to 10:00 pm, Monday through Saturday. The subject property is currently vacant. In 2008, Farmington's City Council passed Ordinance 2008-1206, Body Art Safe Practices, creating Section 8-15 of the Farmington City Code (FCC). According to this section, a body art establishment must obtain a City business license, New Mexico state licensure under the New Mexico Body Art Safe Practices Act, pass state inspections, and operate only at its permanent location.

The operator of the body art establishment shall not administer body art on any one under the age of 18. The operator is required to obtain proof of age by government-issued photo identification and a second form of government-issued identification. Further, no one under 18 years old shall be admitted to the body art establishment. According to Section 8-15-3 of Farmington City Code, no body art establishment shall be located within 300 feet of a school, church, or residence unless waived by the City Council. The Journey Church, located at 207 E. Main Street Main is approximately 180-feet. The section also sets forth penalties for violation of the ordinance.

ISSUES

Planning Division: Steven Saavedra – 599-1282

- According to Table 2.3 of the City of Farmington Unified Development Code, a body art establishment in the CB Central Business District requires a special use permit.
- According to Section 8-15-3 of FCC, no body art establishment shall be located within 300 feet of a school, church or residence unless waived by the City Council. This distance is measured from the closest boundary line of the property on which the body art establishment is to be located to the closest boundary line of the prohibiting area. Please see the attached map showing the area under consideration.
- The Journey Church is located at 207 East Main Street and is approximately 180-feet from the petitioner's proposed body art establishment.
- Staff has recommended that the petitioner obtain a letter from the Church in support of this request.
- No schools are within 300 feet of the proposed body art establishment.

CONSIDERATION BY THE MRA COMMISSION DRAFT MRA MINUTES- December 17, 2015

Cynthia Lopez stated that a tattoo parlor is going in at 115-A E. Main Street. Chair Thompson asked if there have been issues with previous tattoo parlors. Michael Bulloch stated that there have not been issues. Commissioner McNeil asked what the plan was for the window and façade of the building. Cynthia Lopez said the state regulates some conditions, and restrictions or conditions could be put in place to ask that the façade be tasteful. Personal property rights had to be taken into consideration when asking for any restrictions or conditions. The City has to consider legal ramifications when regulating signs. Commissioner Barbeau asked that the sign style not include any type of graffiti. She asked that the sign be professional. Cynthia Lopez noted that only the sign size and placement could be regulated. Also, the sign could not be sexually explicit.

STAFF CONCLUSION

Staff concludes that approval of SUP 15-08 is appropriate. A waiver to 8-15-3 restricting a body art establishment located within 300 feet of a school, church, or residence is also appropriate.

STAFF RECOMMENDATION

The Community Development Department recommends **approval** of Petition SUP 15-08 a request from Heather Alexander and Joshua Johnson for a special use permit to operate a body art establishment located at 115 East Main Street in the CB Central Business District with a waiver to the distance of the body art establishment to the church within 180-feet from the subject property.

FINDINGS OF THE PLANNING & ZONING COMMISSION

1. The owner of the property is the Digman Properties LLC.
2. The petitioners of the property are Heather Alexander and Joshua Johnson.
3. The property is located at 115 Main Street and is in the CB Central Business District.

4. Table 2.3 of the City of Farmington Unified Development Code (UDC) requires a special use permit for a body art establishment in the CB Central Business District.
5. Sections 8-15-1 through 8-15-6 of the Farmington City Code establish Body Art Safe Practices.
6. According to FCC Section 8-15-3, no body art establishment shall be located within 300 feet of a school, church, or residence, unless waived by the City Council. A waiver to this distance was included with the motion by the Planning and Zoning commission.
7. The hours of operation for the body art establishment will be 11:00 am to 10:00 pm, Monday through Saturday.

Planning & Zoning Commission Discussion of Petition SUP 15-08 on January 14, 2016

Associate Planner Steven Saavedra presented the staff report for SUP 15-08, a request from Heather Alexander and Joshua Johnson, for a Special Use Permit for a body art establishment in the Central Business District and a waiver to Farmington's City Code Sec. 8.15.3, for property located at 115-A E. Main Street.

Mr. Saavedra stated that according to Section 8.15.3 of Farmington City Code, no body art establishment shall be located within 300 feet of a school, church, or residence unless waived by the City Council. The Journey Church, located at 205 E. Main Street is approximately 180-feet from the proposed body art establishment.

Mr. Saavedra explained that the building was originally built in 1951 as a retail store. It is approximately 942 square feet and is on 0.09 acres. Digman Properties, LLC are the property owners according to San Juan County Assessor Office. The subject property is currently vacant. To the east is Hewett Jackson Tax Services, 3 Rivers Brewery to the west, and north is M&M Tax Services. The petitioner plans to operate from the hours of 11:00 am to 10:00 pm, Monday through Saturday. There have been no comments or concerns from the public or the City of Farmington against the establishment opening at this location.

Staff recommends approval.

Commissioner Thompson asked if the church had specifically been noticed. Ms. Saavedra said the church was notified.

Heather Alexander and Joshua Johnson of 19013 E. 16th Avenue, Aurora, CO. Mr. Johnson submitted a rendering of what the sign might look like. He stated that the body art establishment will also be an art gallery. Mr. Johnson mentioned that the body art manager attempted to contact the church but was unable to reach them. This will be the second body art establishment for Mr. Johnson and Ms. Alexander. They have another business in Denver, CO.

Mr. Freeman asked if the petitioners would be relocating to Farmington. Mr. Johnson said they would have a second residence in Farmington. Their main residence is in Aurora, CO.

Planning & Zoning Commission Action of Petition SUP 15-08 on January 14, 2016

A motion was made by Commissioner Langenfeld and seconded by Commissioner Jaquez to **approve** Petition SUP 15-07, a request from Heather Alexander and Joshua Johnson, for a Special Use Permit for a body art establishment in the Central Business District and a waiver to Farmington's City Code Sec. 8.15.3, for property located at 115-A E. Main Street.

AYE: Chair Cardon, Commissioners Brown, Davis, Freeman, Jaquez, Langenfeld, Thompson, Waldroup, and Washburn.

NAY: None

Abstained: None

Absent: Commissioner Ragsdale

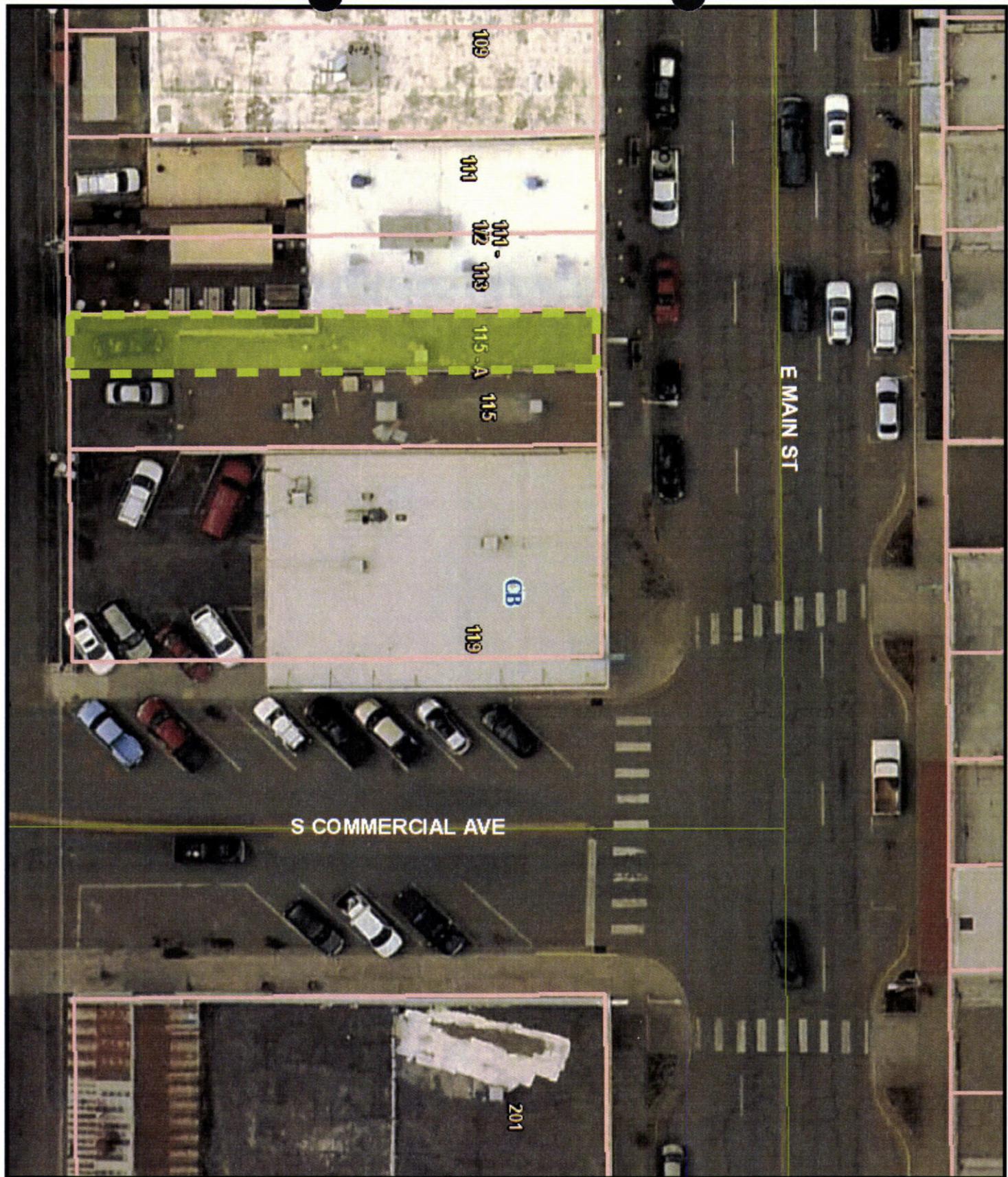
RECOMMENDATION FROM THE MRA CONCERNING THE BODY ART ESTABLISHMENT AT 115-A E. MAIN STREET

Senior Planner Cynthia Lopez recounted a previous discussion from the December 17, 2015 MRA meeting regarding the proposed body art establishment at 115-A E. Main Street. Ms. Lopez requested a recommendation from the Commissioners prior to the petition moving forward to City Council.

Chair Thompson commented that the concern for the MRA Commissioners pertained to the façade of the building. Planning & Zoning would monitor the dimensions of the business sign on the front of the building.

Commissioner Barbeau made a motion to approve the body art establishment at 115-A E. Main Street. The motion was seconded by Commissioner McNeill.

Approved 4-0



25
Feet



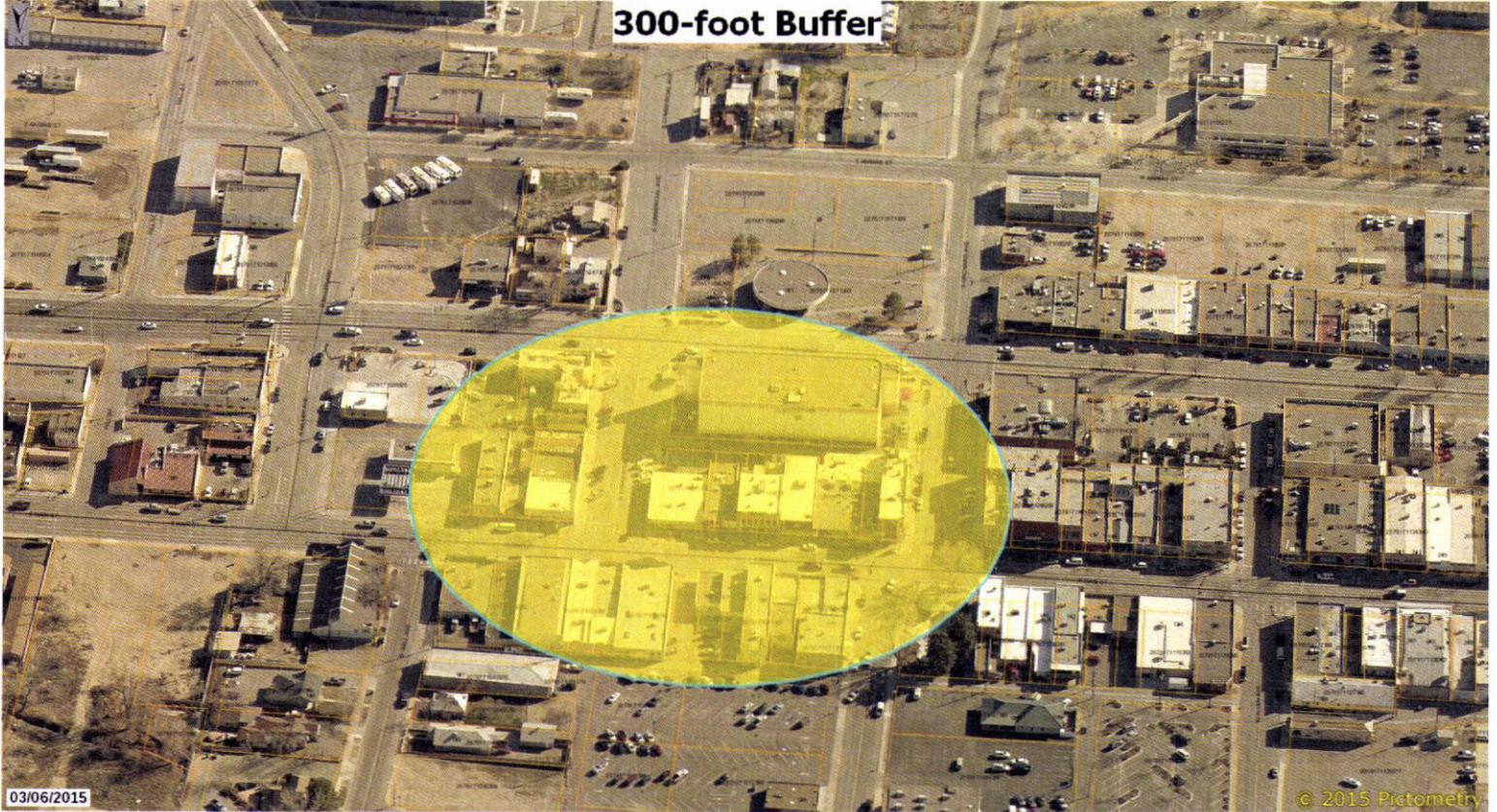
AREA UNDER CONSIDERATION
Petition No. SUP 15-08

- 8.4 -

**COMMUNITY
DEVELOPMENT
DEPARTMENT**

Date: 12/16/2015

300-foot Buffer



03/06/2015

© 2015 Pictometry



PLANNING MEMO COMMENTS SUMMARY

SUP 15-08 115A E. MAIN STREET

Deadline: 12/23/15

City of Farmington Departments

| | | |
|--------|--|--|
| CD | Director – Mary Holton | Comments will be incorporated into the staff memo. |
| CD | Addressing – Planning Division | |
| CD | Chief Building Official – Derrick Childers | No comment |
| CD | Long Range Planner | |
| CD | MPO – Duane Wakan | |
| CD | Oil & Gas Inspector – Leona Sims | |
| CITY | City Manager's Office – Bob Campbell | |
| ELEC | Customer Care Manager – Nicki Parks | No comment |
| ELEC | Electrical Engineering - Luwil Aligarbes | No conflict |
| ELEC | T & D | |
| FIRE | Fire Marshall –Brandy Vega | No comments from our office at this time. |
| LEGAL | City Attorney – Jennifer Breakell | |
| LEGAL | Deputy City Attorney-Russel Frost | |
| POLICE | Code Compliance - | |
| POLICE | Sergeant Flores | |
| PRCA | Cory Styron | |
| PW | City Engineer- Nica Westerling | No engineering issues identified |
| PW | Engineering – Toni Sitta | I have no comments for SUP 15-08 115 E Main |
| PW | Streets Superintendent – Jim Couch | |
| PW | Traffic Engineer– Charles Trask | |
| PW | Water/Waste Water – Manuel Tso | No comment |

Other Entities

| | |
|----------------------------|------------|
| New Mexico Gas Company | |
| CenturyLink-Willatto | No comment |
| Qwest Communications | |
| Enterprise Field Services | |
| Comcast Cable-Mark Johnson | |
| CH2MHILL OMI | |
| Williams Field Services | |
| Farmington School District | |

PETITION APPLICATION

| | | |
|---|--|---|
|  | Incomplete applications will not be accepted. Return completed application to: | Planning Division Community Development Department City of Farmington 800 Municipal Drive Farmington, NM 87401 (505) 599-1317 (505) 599-1299 (fax) |
| PROJECT TYPE (Check Those Applicable) | | |
| <input type="checkbox"/> Annexation and / or Zoning <input type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plan | <input type="checkbox"/> Summary Plat <input checked="" type="checkbox"/> Special Use Permit <input type="checkbox"/> Variance (ARB) | <input type="checkbox"/> Zone Change to _____ District <input type="checkbox"/> Temporary Use Permit Proposed Length of Use: _____ <input type="checkbox"/> Well site equipment modification |
| INFORMATION | | |
| Applicant's Name: <u>Heather Alexander</u> <u>Joshua Johnson</u> | | Project Location: <u>115 E. Main</u> |
| Address: <u>19013 E. 116th Ave.</u> | | Existing Use: <u>VACANT</u> |
| E-Mail: <u>mrtankstattoos@gmail.com</u> | | Proposed Use: <u>Tattoo Shop</u> |
| Telephone: <u>(303) 332-6259 (303) 338-3037</u> | | Current Zoning: _____ |
| Relationship to Property Owner: <u>Lessee</u> | | Assessor's Parcel I.D. and/or Tax I.D. Number: _____ |
| Legal Description of Subject Property: <u>FARMINGTON ORIGINAL TOWNSHIP; LOT: 2A, BLOCK: 6</u> | | |
| Is Property subject to deed restrictions, covenants, or homeowners' association agreements? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | |
| If Yes, please provide copy with application. | | |
| REPRESENTATIVE / CONTACT PERSON (if other than applicant) | | |
| Name: _____ | | E-Mail: _____ |
| Phone: _____ | Address: _____ | |
| OWNERSHIP | | |
| PROPERTY OWNER (Identify General Partners, Managing Partner, Corporation President and Secretary. Specify type of ownership interest: Fee, Real Estate Contract, Option to Purchase) | | MORTGAGE HOLDERS (If any) |
| Name: <u>DIGMAN PROPERTIES LLC</u> Phone: <u>505-742-1480</u> | | Name: <u>NONE</u> Phone: _____ |
| Address: <u>PO BOX 70024 ALBUQUERQUE, NM 87197-0024</u> | | Address: _____ |
| OWNER CERTIFICATION * (Physical and Mailing) | | |
| I certify that I am an owner and the information and exhibits herewith are true and correct to the best of my knowledge in filing this application. I am acting with the knowledge and consent of all persons in interest and understand that without the consent of all persons in interest the requested action cannot lawfully be accomplished. I give my permission for authorized officials of the City of Farmington or Planning and Zoning Commission to enter the premises described in this application. I understand applications will generally be reviewed by City Council at their first regular session following the P&Z review. | | |
| Name: <u>Digman Properties, LLC</u> | | Address: <u>PO Box 70024 ALBUA - NM 87197-0024</u> |
| Owner's Signature: <u>[Signature]</u> | | Phone / Email: <u>redigman@yahoo.com</u> |
| ***** STAFF USE ONLY ***** | | |
| Received By _____ | <input type="checkbox"/> Blueline Copies of Plans _____ | |
| Date _____ Fee Received _____ | <input type="checkbox"/> Ownership Report (subject and surrounding properties) | |
| Project File No. _____ | <input type="checkbox"/> Legal Description _____ | |
| Date of Hearing/Meeting: _____ | <input type="checkbox"/> Detailed Statement of Proposed Use | |

Document2

**P&Z PLANNING & ZONING COMMISSION
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the following application has been filed with the Planning and Zoning Commission of the City of Farmington, New Mexico.

Petition No. SUP 15-08 - a request from Heather Alexander and Joshua Johnson for a Special Use Permit for a body art establishment in the Central Business District and a wavier to Farmington's City Code Sec. 8.15.3 for property located at 115-A E. Main Street, in the City of Farmington, San Juan County, New Mexico, as described below:

LEGAL DESCRIPTION

Block 6, E 32 ft. of Lot 2, Farmington, San Juan County, New Mexico.
Otherwise located at 115-A E. Main St.

Pursuant to the provisions of Section 3-21-6, New Mexico Statutes Annotated, 1978 Compilation, notice is hereby given that this petition will be considered at the regularly scheduled Public Hearing of the Planning and Zoning Commission of the City of Farmington on Thursday, January 14, 2016 at 3:00 p.m. in the City Council Chambers at City Hall, 800 Municipal Drive, Farmington, New Mexico. If forwarded by the Commission, this petition will be considered by the City Council on Tuesday, January 26, at 6:00 p.m., in the City Council Chambers. All interested individuals are invited to attend the hearing and shall have an opportunity to be heard with respect to the subject Petition.

Karen Walker
Administrative Assistant

Legal No. 72229 published in The Daily Times on December 27, 2015.

**NOTICE OF PUBLIC HEARING
SPECIAL USE PERMIT
PETITION NO. SUP 15-08**

December 22, 2015

Dear Property Owner:

Notice is hereby given that an application has been filed with the Planning and Zoning Commission of the City of Farmington, New Mexico, a request from Heather Alexander and Joshua Johnson for a Special Use Permit for a body art establishment in the Central Business District and a waiver to Farmington's City Code Sec. 8.15.3 for property located at 115-A E. Main Street, in the City of Farmington, San Juan County, New Mexico, as described below:

LEGAL DESCRIPTION

Block 6, E 32 ft. of Lot 2, Farmington, San Juan County, New Mexico.

Otherwise located at 115-A E. Main St.

Pursuant to the provisions of Section 3-21-6, New Mexico Statutes Annotated, 1978 Compilation, notice is hereby given that the petition will be heard in a public hearing by the Planning and Zoning Commission of the City of Farmington on **Thursday, January 14, 2016 at 3:00 p.m.** in the City Council Chambers at City Hall, 800 Municipal Drive, Farmington, New Mexico. If forwarded by the Commission, this item will be reviewed by the City Council on **Tuesday, January 26, 2016, at 6:00 p.m.,** in the City Council Chambers. All persons shall have an opportunity to be heard why said application should be granted or denied. All persons in interest and citizens are invited to attend said hearing.

You are receiving this letter because you may own property within 100 feet (excluding public right-of-way) of the proposed change. You are invited to attend the hearings noted above or submit written comments prior to the meeting to the Planning Division -- Community Development Department at 800 Municipal Drive, Farmington, New Mexico 87401. Please be advised that this petition could be cancelled or withdrawn prior to the meeting date.

If you have any questions regarding this notice, or would like additional information regarding this petition, please contact Steven Saavedra at 505-599-1282 or ssaavedra@fmtn.org.

Sincerely,



Karen Walker
Administrative Assistant

GUARDIAN ABSTRACT & TITLE CO., INC.
221 NORTH AUBURN
FARMINGTON, NEW MEXICO 87401

PROPERTY OWNERS WITHIN 100 FEET, EXCLUDING ROADWAYS AND ALLEYS OF
 THE FOLLOWING DESCRIBED PROPERTY: **Original Townsite of Farmington**
Block 6, E 32 ft of Lot 2

OWNER: Digman Properties, LLC
 P.O Box 70024
 Albuquerque, NM 87197-7197
 1514/666

| <u>ADJOINING OWNER</u> | <u>ADDRESS</u> | <u>LEGAL DESCRIPTION</u> |
|--|---|---|
| BS Enterprises LLP 1327/291, 1427/878 and 1388/276 | 101 E. Main Farmington, NM 87401-7401 | Original Townsite of Farmington Block 6 W 18 ft. of Lot 2, E1/2 of Lot 3, W1/2 of Lot 3 and E 9 ft. of Lot 4 Original Townsite of Farmington Replat "B" Replat of West 41 feet Lot 4 and Lot 5 Block 6 Original Townsite of Farmington Lot 3B |
| Ferrari, Dominic 1593/791 | 4434 E. Crystal Lane Paradise Valley, AZ 85253 | Replat of Lots 4 and 5 of Block 3 Original Townsite of Farmington, New Mexico Tract B |
| Cap-Can LLC 1216/120 | 108 N. Orchard Ste. 101 Farmington, NM 87401-6207 | Replat of Lots 4 and 5 of Block 3 Original Townsite of Farmington, New Mexico Tract A |

Z-C Inc.
1568/853

104 E. Main
Farmington, NM
87401

Original Townsite of
Farmington
Block 3
W1/2 of Lot 3

McKinney, Phillip and
Barbara
1555/606

101 E. Pinon
Farmington, NM
87401-7401

Original Townsite of
Farmington
Block 3
E1/2 of Lot 3

Williams Family Trust
1295/692

P.O Box 1497
Farmington, NM
87499-1497

Original Townsite of
Farmington
Block 3
W1/2 of Lot 2

Cook, Jack D. Trustee
1580/43

116 E. Main St.
Farmington, NM
87401

Original Townsite of
Farmington
Block 3
E1/2 of Lot 2

City of Farmington
676/21

800 Municipal Dr.
Farmington, NM
87401-2663

Original Townsite of
Farmington
Block 3
W1/2 of Lot 1

Englebrecht, Lloyd H. and
Dorothy R. Trustees
1332/558

1605 Camina Placer
Farmington, NM
87401-8019

Original Townsite of
Farmington
Block 3
E1/2 of Lot 1
and
McHenry's First Addition
Block 1
Lot 8

124 East Main LLC
1517/267

126 E. Main S.
Farmington, NM
87401-7401

McHenry's First Addition
Block 1
Lot 7

126 East Main LLC
1517/269

126 E. Main St.
Farmington, NM
87401-7401

McHenry's First Addition
Block 1
Lot 6

Beckstead, Cloyd B and
Nona P.
1401/623

465 Road 6100
Kirtland, NM
87417-7417

Original Townsite of
Farmington
Block 7
W1/2 of Lot 4

Beckstead, Cloyd Bruce
1420/322

465 Road 6100
Kirtland, NM
87417-7417

Original Townsite of
Farmington
Block 7
Lot 5

Main Barber Shop II LLC
1576/143

1710 E. 22nd St.
Farmington, NM
87401-7401

Original Townsite of
Farmington
Block 7
Pt. of Lots 6, 7 and 8

Capstar Radio Operating
Company
1315/954

20880 Stoneoak
Parkway
San Antonio, TX
78258-8258

Original Townsite of
Farmington
Block 7
Pt. of Lots 6, 7, 8, 9
and 10

Wells Fargo Bank
New Mexico
641/91, 641/129, 727/481
730/42 and 1307/669

ATTN: Thomson Property
Tax Services
P.O Box 2609
Carlsbad, CA
92018-2018

Original Townsite of
Farmington
Block 6
Lots 6, 7, 8, 9, 10, 11, 12
13, 14 and 15

Hill, Nathan and
Carson, Sandra
1592/180

4780 Sunrise Circle
Farmington, NM
87401

Original Townsite of
Farmington
Block 6
Lot 1

R0020711
BASIN DEVELOPMENT
688 / 591
0.39 Ac.

Beckstead, Clayde
1420/322
Beckstead, Clayde
1401/623

Main Barber
Shop
1516/143
Capstar
Radio
Operating
Company
1315/954

124 E Main LLC
1517/267
126 E Main LLC
1517/269

1332/558
Engelbrecht, Lloyd
Trustees
Dorothy
City of Farmington
1716/21
1580/43
Cook, Jack
Trustee

1295/692
McKinney, Phillip
Barbara
Williams
Trust
1555/606

R0027723
Ferrari, Dominic
1593/791
Z-C Inc
1508/853

R0036031
CAP-CAN LLC
1216 / 120
0.07 Ac.

COMMERCIAL
100'

100'
100'

Hill, Nathan
R0020369
1592/180
Curson, Sandra

R0031667
DIGMAN PROPERTIES LLC
1614 / 666
0.09 Ac.

R0031671
BS ENTERPRISES LLP
1327 / 291
0.12 Ac.

R0020145
BS ENTERPRISES LLP
1427 / 878
0.1 Ac.

R0021992
BS ENTERPRISES LLP
1388 / 275
0.1 Ac.

29 - 13 - 16 - 1
100'

WELLS FARGO BANK NEW MEXICO
R0023465
641/91
641/129
727/481
730/42
1307/609

R2000359
FARMINGTON CITY OF
0.23 Ac.

Not To Scale
N

- 8.14 -
R00255602
DAVIS ANNIE CHARLENE TRUST
605 / 854
0.17 Ac.

R0023464
FARMINGTON CITY OF
928 / 73
0.24 Ac.

MAIN

ORCHARD



"We're People Helping People"

Guardian

ABSTRACT & TITLE CO., INC.

221 N. Auburn • Farmington, New Mexico 87401

(505) 325-2895 • FAX (505) 327-1585

MICHAEL L. SMITH, President

December 9, 2015

City of Farmington
Planning and Development
800 Municipal Drive
Farmington, NM 87401

RE: Ownership Search for:
Original Townsite of Farmington
Block 6, E 32 ft. of Lot 2

OWNER: Digman Properties, LLC
P.O Box 70024
Albuquerque, NM 87197-7197
1514/666

Gentlemen:

Referring to the captioned matter, we enclose a list of the owners and their addresses pursuant to the San Juan County Records. A map has been provided to indicate location of each owner that is within 100' from subject property, excluding roadways and alleys. We certify the attached list to be complete and accurate as to such owners and their addresses according to the records of the San Juan County Clerk through December 8, 2015 at 5:00 p.m.

We trust this information will be sufficient for your purpose. If you have any questions concerning this matter, please do not hesitate to contact us.

Sincerely,

Michael L. Smith

MLS/cb
enclosures

WARRANTY DEED

Equity Investments II, LLC., a Colorado limited liability company, for consideration paid, grant to Digman Properties, LLC., a New Mexico limited liability company whose address is:

826 E Navajo Farmington NM 87401

the following described real estate in San Juan County, New Mexico:

The East Thirty-Two feet of Lot 2, in Block 6, of the ORIGINAL TOWN OF FARMINGTON, San Juan County, New Mexico, as shown on the Plat of said Townsite filed for record August 19, 1891.

SUBJECT TO taxes for the year 2010 and thereafter; mineral reservations and/or conveyances heretofore made; and any and all easements and servitudes, public or private, of whatsoever kind or nature, in existence at the date hereof;

with warranty covenants.

WITNESS our hands and seals this 31 day of Aug, 2010

Equity Investments II, LLC.

[Signature]
By: Sharilyn J. Townsend, Manager

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO }
COUNTY OF SAN JUAN } SS.

Sworn to, subscribed and acknowledged before me this 31 day of August, 2010, by Sharilyn J. Townsend, manager of Equity Investments II, LLC., a Colorado limited liability company.

My commission expires: 4-23-12

[Signature]
Notary Public



201011127 08/31/2010 04:18 PM
1 of 1 B1514 P666 R \$9.00
San Juan County, NM DEBBIE HOLMES



LE

petition pfp 15-01

2 messages

George <gtw@c-w-e.com>

Thu, Jan 14, 2016 at 9:42 AM

To: "Neil, Keith" <kneil@fmtn.org>, Jeff Cillessen <jeff.cillessen@bmcillessen.com>

KEITH

PLEASE PUT PETITION PFP 15-01 ON HOLD OR TABLE IT

FOUR CORNERS LAND LLC (THAD RAY) NEEDS MORE TIME TO STUDY THE REQUEST FROM THE CITY

HE WAS UNAWARE OF ALL THE FINDINGS THAT NEEDED ADDRESSED

GEORGE T. WALTERS

George <gtw@c-w-e.com>

Fri, Jan 15, 2016 at 8:20 AM

To: "Neil, Keith" <kneil@fmtn.org>

resending

[Quoted text hidden]

Went to SPAM folder & was not found until Friday, January 15 at 8:20 am.

FIRST AMENDED AND RESTATED ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("**Agreement**") is entered into as of the last day executed by the parties as indicated below, by and among the CITY OF FARMINGTON, a New Mexico municipal corporation ("**City**"), LA PLATA HOLDINGS, LLC, a New Mexico limited liability company ("**Owner**"), and TIERRA LA PLATA, LLC, a New Mexico limited liability company ("**Tierra La Plata**"). City, Owner and Tierra La Plata are referred to herein as the "Parties."

BACKGROUND INFORMATION:

A. This First Amended and Restated Annexation Agreement (this "**Agreement**") amends and restates in its entirety that certain Annexation Agreement dated January 28, 2010 among City, Owner and Tierra La Plata, as amended by First Amendment to Annexation Agreement dated August 11, 2010.

B. Owner is the owner of an approximately 250.97 acre parcel of property in San Juan County, New Mexico, legally described on **Exhibit A** (the "**Property**"); the Property is contiguous to City's municipal boundaries.

C. Tierra La Plata owns approximately 10 developable acres of land to the south of Piñon Hills Blvd. and within the corporate boundaries of the City, and referred to herein as the "Tierra La Plata 10 Acres."

D. On October 8, 2002, City adopted "Farmington 2020 Comprehensive Plan Framing the Future" (the "**Comprehensive Plan**") which sets forth in Chapter 5 the City's "Key Issues" and "Goals, Objectives, and Actions" for Growth and Annexation. These issues include (i) the preservation of quality of growth and development beyond current City limits, (ii) the timing of growth to coordinate extension of City services, (iii)

that the cost of extending utilities and services should be considered and absorbed in the cost of development, (iv) implementation of standards to ensure higher quality, safer new developments, and (v) the protection of the area's environmental and scenic resources. Chapter 5 specifically identifies the areas around the Sports Complex (immediately south of the Property) as worthy of consideration for annexation.

E. Section 3-7-17 NMSA 1978 Comp. provides a method whereby property owners may petition the governing bodies of municipalities to have their properties annexed into the municipality provided the properties are contiguous to the municipality (the "**Petition Method for Annexation**").

F. Owner petitioned City for annexation of the Property pursuant to the Petition Method for Annexation; pursuant to Annexation Ordinance No. 2010-1225, City approved the annexation of the Property.

G. Owner has executed an Option Agreement with Geltmore, LLC, a New Mexico limited liability company ("**Geltmore**"), and such Option Agreement was subsequently assigned to La Plata Piñon, LLC, a New Mexico limited liability company ("**La Plata Piñon**"), pursuant to which La Plata Piñon has the option to purchase the Property, and pursuant to which La Plata Piñon has the right to pursue the entitlements benefitting the Property as set forth in the Master Plan (described below), and to construct the infrastructure and perform the obligations of Owner with respect to the Property as set forth herein. La Plata Piñon or Owner's designated developer of all or any portion of the property is referred to herein as the "**Developer.**"

H. Developer has prepared a master plan for the Property entitled "The La Plata Ranch Master Plan" described on **Exhibit B**. The Master Plan described on

Exhibit B, as amended and approved by the City, is referred to herein as the “**Master Plan**.” The Master Plan identifies the proposed zoning for the Property (the “**Zoning**”). Developer has completed a Traffic Impact Analysis (the “**TIA**”) as described on **Exhibit C**, for use in connection with development of the Property.

J. The Master Plan provides for the development of the Property in phases.

K. City has not adopted an Impact Fee Ordinance which would be applicable to the Property pursuant to the Development Fee Act (Sections 5-8-1 through 5-8-42 NMSA 1978 Comp.); however, City may elect to adopt an Impact Fee Ordinance applicable to the Property in the future. Such an Impact Fee Ordinance would create a mechanism whereby new development pays the capital costs related to the additional Roads, Bikeways and Trails, Public Safety Facilities and Water Utilities (collectively “**Capital Facilities**”) necessary to serve such new development.

L. City has not adopted ordinances governing cultural or archeological properties protection, environmental/hazardous materials permits or approvals, wetlands/navigable streams protection; such matters and any other matters not specifically governed by City ordinances will be governed by applicable State and Federal laws and regulations and permitting requirements.

M. The Public Improvement District Act, Section 5-11-1 through Section 5-11-27 NMSA 1978 (the “**PID Act**”) allows a property owner to petition the applicable municipality or county in which the real property is located for the formation of a public improvement district for the purpose of financing public infrastructure improvements (“**PID Financing**”); that the governing body shall hold a hearing to determine whether a public improvement district should be formed; and, upon determination that formation of

a district is in the interest of the property owner(s) and the citizens of the governing body's municipal or county jurisdiction, shall order that the public improvement district be formed; and that the district shall be formed if the petition was submitted by the owner(s) of 100% of the property to be included within the district or approved by vote of at least 75% of the eligible votes within the proposed district. The PID Act authorizes owners, public improvement districts, municipalities and counties to enter into development agreements to establish the obligations of the owner or developer, the county or municipality and the public improvement district concerning zoning, subdivision, improvement, impact fees, financial responsibilities, and other matters relating to the development, improvement and use of real property with the district.

N. Pursuant to City Ordinance 2008-1119 (the "**PID Ordinance**"), the City has adopted policy guidelines and application procedures for the establishments of PIDs within the City.

O. Developer and Tierra La Plata filed an Application for Preliminary Approval of a Public Improvement District (the "**Preliminary PID Application**"), proposing a public improvement district area with boundaries as in such application; on January 5, 2010, City gave non-binding preliminary approval for the formation of a PID District within the Property and the Tierra La Plata 10 Acres, pursuant to the PID Ordinance. The parties intend that, if the PID District is formed, the District will construct or acquire certain public infrastructure improvements on the property within such District (the "**PID Eligible Infrastructure Improvements**"). The PID Eligible Infrastructure Improvements shall be constructed in one or more phases. The PID Eligible Infrastructure Improvements are referenced in the Preliminary PID Application.

P. Developer has investigated the public infrastructure that will be required for the development of the Property and the Tierra La Plata 10 Acres in accordance with the Master Plan, both on-site and off-site; such infrastructure consists of (i) the PID Eligible Infrastructure Improvements, and (ii) certain **"Public System Improvements"** described as follows: (a) the **"Off-Site Sewer Improvements"** described in Section 4.6, (b) the **"On-Site Traffic Control Upgrades"** described in Section 6.6, and (c) the **"Off-Site Traffic Control Upgrades"** described in Section 6.6. Costs are included for informational purposes only, and are not intended to be binding on the Parties except to the extent, if any, specifically set forth herein.

Q. With respect to the Public System Improvements, the parties anticipate that such intersections and sanitary sewer facilities, will be designed and constructed in order to provide service not only for the Project, but also for the benefit of the properties not presently served by such public infrastructure but in the vicinity of the Project and for the general benefit of the City and San Juan County (the **"County"**). This Agreement describes the mechanisms by which the City will pay for, or will reimburse the Developer for, portions of the Public System Improvements.

R. The PID Eligible Infrastructure Improvements and the Public System Improvements are together referred to herein as the **"Infrastructure Improvements."** The parties intend that the Infrastructure Improvements shall be designed and constructed according to all applicable City standards and requirements, and to the extent constructed by Developer shall be suitable for dedication to City upon completion and shall be dedicated to City.

S. The parties anticipate that some of the Infrastructure Improvements will be

financed by each District's issuance of Public Improvement District Bonds as provided in the PID Act (referred to as "**District Bonds**"), payable by the methods provided in such Act. In the event that the City approves the formation of a PID district for the Property and the Tierra La Plata 10 Acres, a separate development agreement will set forth the respective obligations concerning construction of infrastructure to be financed by the District Bonds, in accordance with the PID Act and the PID Ordinance.

T. This Agreement provides for the allocation of responsibilities with respect to (i) the development of the Property and (ii) the provision of infrastructure and public services to the Property and the Tierra La Plata 10 Acres.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Background Information. The Background Information and **Exhibits A through J** are incorporated into the body of this Agreement.

2. Entitlements.

2.1 Annexation.

2.1.1 Owner has petitioned City for annexation of the Property pursuant to the Petition Method of Annexation, and the annexation has been completed. The annexation of the Property is consistent with the goals and objectives for Annexation as set forth in the Comprehensive Plan, specifically, the development of the Property in accordance with this Agreement and the Master Plan assures (i) the preservation of quality of growth and development beyond current City limits, (ii) the timing of growth to coordinate extension of City services, (iii) that the cost of extending utilities and services has been considered and absorbed in the cost of development, (iv)

implementation of standards to ensure higher quality, safer new developments, and (v) the protection of the area's environmental and scenic resources. .

2.2 Master Plan. Developer submitted the Master Plan to City for approval, and the Master Plan has been approved as amended, on April 28, 2015 (PD 15-01). City administration and Developer agree that the Master Plan furthers the goals of the Comprehensive Plan and that the Master Plan shall serve as a guide for the zoning and the development of the Property. Further development approvals for the Project will be processed in in compliance with the Master Plan and the Zoning as approved by the City. As set forth in Section 4.1.13 (Effect on Other UDC Standards) of the UDC, UDC standards shall apply to development except as expressly authorized by the Master Plan or as amended in accordance with the UDC. Sections 4.1.11 (Minor Amendments) and 4.1.12 (Major Amendments) of the UDC shall apply to any amendments to the Master Plan. Petitioner may process an Application for Approval of subdivision plat(s) in accordance with Section 8.8 of the UDC.

2.3 Zoning. Zoning is established by the Master Plan; such Zoning is consistent with the Comprehensive Plan and the Zoning Ordinance.

2.4 Approvals. The Annexation, the Master Plan, the Planned Development District and the Zoning are referred to herein as the "**Approvals**."

3. Impact Fee Provisions. In the event that City adopts an Impact Fee Ordinance applicable to the Property, and in the event such ordinance is applicable to development within the Property, City will grant impact fee credits ("**Impact Fee Credits**") in return for the construction of System Improvements, the dedication of land or the payment of money, in accordance with applicable law. City agrees that Owner's

or Developer's agreement to construct the System Improvements (described herein) shall be "in lieu" of the obligation to pay applicable impact fees for all development within the Project subject to applicable law. Any applicable Impact Fee Credits shall be a personal asset of Owner or Developer as applicable and may be freely assigned. Impact Fee Credits shall not automatically pass with the transfer of all, or portions, of the Property. Impact Fee Credits must be assigned by an express written instrument.

4. System Improvements by Owner. The Parties agree that the following constitute "**System Improvements**," which shall be dedicated or constructed by or on behalf of Owner, or for which Owner shall make provision for construction by the applicable PID District, within the Project and off site:

4.1 Roads. Owner will construct the on-site roads identified on the Master Plan (the "**On-Site Roads**"), and at the applicable stages of development, Owner will dedicate to City the On-Site Roads which Owner may elect to establish as public roads. Subject to requirements of the TIA and of the NMDOT, any On-Site Roads to be dedicated to the City will comply with the Geometric Standards – Street Design Criteria of the UDC to such standards as are indicated by the TIA, as applicable, subject to any variations approved by the Director of the Community Development Department, and except as provided in the Master Plan. Private roads (if any) will be maintained by an owners' association in accordance with covenants applicable to appropriate portions or all of the Property. City administration agrees that the cost of improvement of the public On-Site Roads, is a public improvement appropriate for inclusion with the infrastructure to be financed with the PID Financing (if a PID is approved by the City).

4.2 Street Landscaping. Owner shall be responsible for the cost of construction and maintenance of landscaping constructed within street rights-of-way within the Property. Owner shall have the right to assign the landscape maintenance obligation to an association of homeowners within the Project, or, during the term of the PID, to the PID, and upon such assignment Owner shall be released of further liability with respect to such maintenance obligation. Street right-of-way landscaping shall be predominantly drought-resistant native plant materials. Any damages resulting from a leaking irrigation system, including flooding of private property responsibility of the party responsible for the maintenance of the landscape irrigation system. City will have the right to repair or remove any landscaping not properly installed or maintained in any public street, and to charge the responsible party for such work. City administration agrees that the construction and maintenance of landscaping within the rights of way of the On-Site Roads is a public improvement appropriate for inclusion with the infrastructure to be financed with the PID Financing, to the extent dedicated to the City.

4.3 Bikeways, Trails and Trailheads. Owner will construct the pathways and trails (the "**Trails**"), as depicted on the Master Plan, and at the applicable stages of development, will dedicate to City the land for the Trails, if any, which Owner, with the agreement of City, elects to establish as public property. Any private Trails will be maintained by an owners' association in accordance with covenants applicable to appropriate portions or all of the Property. City administration agrees that the cost of improvement of the Trails are public improvements appropriate for inclusion with the infrastructure to be financed with the PID Financing, to the extent such properties are dedicated to the City. This Agreement does not obligate the City to accept any or all of

the Trails; such decision(s) will be made at the time(s) that Owner may elect to request that the City accept such land and improvements as public improvements.

4.4 Parks. Owner will construct the parks (the "**Parks**"), as depicted on the Master Plan, and at the applicable stages of development, will dedicate to City the land for the Parks which Owner, with the agreement of City, elects to establish as public Parks. Any private Parks will be maintained by an owners' association in accordance with covenants applicable to appropriate portions or all of the Property. City administration agrees that the cost of improvement of the public Parks is a public improvement appropriate for inclusion with the infrastructure to be financed with the PID Financing. This Agreement does not obligate the City to accept any or all of the Parks as public improvements; such decision(s) will be made at the time(s) that Owner may elect to request that the City accept such Parks as public improvements.

4.5 Water Infrastructure. Owner will construct the water improvements within the Property, per the standards outlined in the City of Farmington Technical Specifications and Construction Standards, except as approved in the Master Plan.

The Tierra La Plata 10 Acres will receive water service from the existing 8 inch water line located within the La Plata Highway. The location and alignment of the backbone water transmission line is reflected in the Master Plan. City reserves the right to direct Owner to increase such sizing to accommodate anticipated City requirements outside of the Property boundaries; any such required increase to be paid by City. City agrees that any water system improvements not within the Property boundaries are not the responsibility of Owner. City administration agrees that the water lines as depicted on the Master Plan, are public improvements appropriate for inclusion with the

infrastructure to be financed with the PID Financing.

4.6 Sewer Infrastructure. Owner will construct the on-site sanitary sewer infrastructure. City has constructed the off-site sanitary sewer infrastructure consisting of (i) a lift station in the vicinity of the SWC of the ~~Property Property [together with a sleeve underneath Piñon Hills Blvd. providing a future hook-up from the lift station to the Property?]~~, and (ii) an extension of a 6 to 8 inch force main line from the existing La Plata Highway Lift Station northerly approximately 1.5 miles in the right of way of the La Plata Highway and Piñon Hills Blvd. to the new lift station in the vicinity of the SWC of the Property. The off-site sewer improvements described in the preceding sentences are further described as the “**Off-Site Sewer Improvements**.” City has constructed certain improvements to the existing La Plata Highway Lift Station to increase its capacity as required for the benefit of the Project and other properties lying to the North of such station. The new main line allows existing property owners to connect to the system using grinder pumps, eliminating septic systems along the La Plata River.

The on-site sanitary sewer lines providing service to the La Plata Ranch development will be located as provided in the Master Plan. The sanitary sewer lines will be designed and constructed per the standards outlined in the City of Farmington Technical Specifications and Construction Standards, except as approved in the Master Plan.

City reserves the right to direct Owner to further increase sizing of the on-site sanitary sewer to accommodate anticipated City requirements outside of the Property boundaries; any such required further increase to be paid by City. City administration

agrees that the sewer lines as depicted on the Master Plan, are public improvements appropriate for inclusion with the infrastructure to be financed with the PID Financing.

City agrees that, in accordance with existing City policies, provided that Owner extends the water and sewer lines through the Project and stubs out the water and sewer lines for the benefit of adjoining properties to the north and east, City will not charge Owner an extension fee for the water and/or the sewer lines; if any portions of the Project or the Tierra La Plata 10 Acres hook up directly to City water lines, a main line extension fee may be due.

4.7 Storm Drainage Improvements. Owner will construct the storm drainage improvements in conformance with the Master Drainage Management Plan approved on February 25, 2015. . Each phase of the Project is required to have a detailed grading and drainage plan conforming to the Master Drainage Management Plan. The Master Drainage Management Plan allows for discharge of storm flows into the La Plata River.

City administration agrees that any such storm drainage improvements, including water detention ponds, will be a public improvement appropriate for inclusion with the infrastructure to be financed with the PID Financing, to the extent dedicated to the City, provided however that the City is not required by this Agreement to accept dedication of any storm drainage improvements..

4.8 Municipal Service Facility. Intentionally deleted

4.9 School Site. Intentionally Deleted

Except as provided herein, or otherwise agreed to in writing by the Parties, all of the System Improvements shall be constructed pursuant to applicable City

standards as they are in effect from time to time. In the event that City does not have standards which are applicable to any of the System Improvements, then the Parties agree that the standards for such improvements shall be those established by the project engineer and approved by City, which shall be reasonably comparable to those of other municipalities comparable in size, climate, topography, and geography to the City of Farmington.

5. City Services. City will make available the following City Services at the following times:

| <u>City Service</u> | <u>When Available</u> | <u>How Available</u> |
|---------------------|--|--|
| Water | Upon Annexation | Presently available at Piñon Hills Blvd. |
| Sanitary Sewer | Extended by City as described herein | |
| Police | Upon Annexation | Presently available |
| Fire and Ambulance | Upon Annexation | Presently available |
| Solid Waste | Upon Annexation | Presently available |
| Electric Service | To be extended by Farmington Electric upon granting of mutually acceptable easements | |

6. City Services to Project/Project Improvements/System Improvement Maintenance.

6.1 Off-Site Water Infrastructure. The parties intend that this Agreement deals with all public infrastructure required for the operation of the Project as contemplated by the Master Plan, with the exception of off-site water. City administration agrees that existing public water service is adequate for the Project. In

the event that additional public water system capacity is deemed necessary or advisable by the City, the City will construct and extend such capacity to the boundaries of the Project without assessing a Project-specific charge for the cost of such construction.

6.2 Off-Site Sewer Infrastructure. The Off-Site Sewer Improvements have been completed.

6.3. Traffic Impact Analysis. The TIA has been completed.

6.4 [Intentionally Deleted]

6.5. [Intentionally Deleted]

6.6. Entrances and Off-Site Paving Improvements. The Piñon Hills Westerly and Easterly Entrance intersections, (referred to in the Master Plan as La Plata Ranch Road and Bayless Road, respectively) and (ii) the Northeast access from the Property to the La Plata Highway are referred to as the “On-Site Traffic Control Upgrades”. Developer will construct the On-Site Traffic Control Upgrades in accordance with the Traffic Impact Analysis~~Master Plan~~; Developer may elect to place Project signage in the roundabouts at the Piñon Hills Westerly and Easterly Entrance intersections, such signage to be subject to reasonable approval of the City. All Project sinaged must comply with the Manual on Uniform Traffic Code Devices. Owner and Tierra La Plata will dedicate such additional right of way as may be required for the On-Site Traffic Control Upgrades.

Upon completion of each of the On-Site Traffic Control Upgrades, City will reimburse to Developer an amount equal to “**City of Farmington’s Portion of Cost**” (such portion to be the product of the actual cost, times the City’s fraction of trips

through the applicable intersection (AM and PM fractions to be averaged) at the horizon year, as determined by the TIA), as set forth in Section 6.8 below.

Off-site public streets and intersections may require improvement by reason of, among other things, the increased traffic caused by the Project (the “**Off-Site Traffic Control Upgrades**”). City will construct such improvements as called for by the approved TIA, at City’s cost without reimbursement by Developer; City will determine the timing of such construction, but will not condition development approval for the Project upon City’s completion of such construction.

6.7 General Construction Requirements. Developer will obtain estimates for the On-Site Traffic Control Upgrades, and will obtain City approval (and if applicable NMDOT approval) of plans for such construction and costs of construction, as reasonably required by City and in accordance with any applicable City regulations. Within ninety (90) days after completion of the On-Site Traffic Control Upgrades, Developer will submit to City invoices, evidence of payment thereof and final lien releases from any contractors and material providers.

6.8 Reimbursements.

The obligation to reimburse for the applicable portion of the On-Site Traffic Control Upgrades will be paid, separately as to each intersection, within thirty (30) days after Developer has constructed and dedicated all of such infrastructure in accordance with applicable City requirements.

Subject to the provisions of this Agreement, City will provide municipal services to the Project consistent with the level of service contemplated by the uses set forth in the Master Plan. Upon completion of construction, and acceptance of the construction

by City, City will accept the Project Improvements and the System Improvements for maintenance by City, unless otherwise provided for herein, or agreed by the parties in writing. The parties agree that the Project will not contain domestic residential wells or septic systems.

7. Grading and Infrastructure Standards. The Master Plan has established specific character, width, and standards for street sections, including sidewalks and streetlights (the "**Project Subdivision Design Standards**"). City agrees the Project Subdivision Design Standards, to the extent they vary from the standards set out in the Zoning Ordinance, shall be the standards for the Project.

8. Storm Drainage. Owner shall be subject to compliance with all applicable Federal, State and City laws and regulations. Owner has prepared a Master Drainage Plan, as provided in Section 4.7 of this Agreement.

9. Major Open Space. At Developer's option, Open Space consists of steep slopes, flood plains, and parks, as shown on the Master Plan. Open Space shall be owned by the City, or by a non-profit organization whose purpose is to preserve such Open Space, or by an association of homeowners. This Agreement does not obligate City to accept Open Space as public land.

10. Public Services Facilities. [Intentionally Deleted]

11. Financing Provisions. City administration supports approval of PID Financing substantially consistent with the preliminary PID Application previously approved by the City Council. Upon submission of a PID application in accordance with the PID Ordinance, Developer may elect to pay the \$50,000 Application Fee required by Section 4(A) of the PID Ordinance by paying directly to third party vendors for the City

an amount up to \$50,000 of direct billings to the City for work on the PID; such payment to be made promptly and in any event within 30 days of receipt of said billings by Developer.

12. Cooperation in the Event of Legal Challenge. In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of any of the Approvals, including this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment including all appeals. Each Party shall select its own legal counsel and retain such counsel at its own expense.

13. Vesting Agreements.

13.1 Vesting of Certain Property Rights; Performance of Owner's Obligations. Consistent with the purpose of this Agreement, the Parties hereby agree that Owner shall have a vested property right to undertake and complete the Project and use of the Property as provided in this Agreement, the Master Plan and the Zoning. Owner's obligations under this Agreement may be delegated to Developer, or to another Developer by agreement among that designee and Owner. Obligations imposed upon Developer or Developer in this Agreement are binding upon the Property, Owner, and its successors and assigns.

13.2 Vested Rights. Only the rights identified herein shall constitute vested property rights under this Agreement. These rights are:

13.2.1 No Down Zoning. [Intentionally deleted]

13.2.2 Master Plan. Owner shall have the right to develop the Property and engage in land uses in the manner and to the extent set forth in and

pursuant to the applicable provisions of this Agreement, the Master Plan, and the Zoning, on the terms and conditions as set forth therein.

13.2.3 Timing of Development. In recognition of the size of the Project, the time required to complete development, the need for development to proceed in phases, and the possible impact of economic conditions, cycles and varying market conditions during the course of development, Owner shall have the right to develop the Property in such order and at such rate and time as the market dictates within the structures and conditions of this Agreement.

13.2.4 Uniformity of Requirements. Owner shall have the right to complete development of the Property with conditions, standards, dedications, exactions, and requirements which are no more onerous than those set forth in the Agreement or than those being imposed by the City on other developers in the City on a reasonably uniform and consistent basis, except as expressly provided for herein.

13.3 Term for Vested Rights. In recognition of the size of the Project, City hereby agrees that the vested rights identified above shall continue and have a duration until twenty (20) years after the date hereof. Extension of this period of vesting may be granted by City upon request of Owner.

13.4 Natural and Manmade Hazards. Nothing in this Agreement or otherwise shall require City to approve development or use of any portion of the Property where there exists natural or manmade hazards on, or in the immediate vicinity of, the proposed area of use, whether or not such natural or manmade hazards could reasonably have been discovered at the time of approval of this Agreement, provided that such hazards are not and cannot be corrected and that such hazards, if

uncorrected, would pose a serious threat to the public health, safety, and welfare. The Parties are aware of no such hazards existing as of the date of this Agreement. Developer will comply with all applicable State and City statutes and ordinances concerning cultural properties and archeological resources.

13.5 Compliance with General Regulations. The establishment of the vested rights under this Agreement shall not preclude the application of City ordinances and regulations of general applicability, except to the extent that such City ordinances and regulations have been expressly addressed herein. These ordinances and regulations include, but are not limited to, impact fees, either existing or as they may be lawfully enacted in the future; construction and safety codes, such as building, fire, plumbing, engineering, electrical and mechanical codes; the City Zoning Ordinance; or other City, state, and federal regulations as all of the foregoing exist on the date of this Agreement or may be enacted or amended after the date hereof, except as otherwise provided within this Agreement. Owner does not waive its rights to oppose adoption of any such ordinances or regulations. City will not impose requirements upon the Project with respect to matters not specifically governed by City ordinances.

13.6 Hold Harmless. Owner hereby shall indemnify and hold harmless the City, its officers, and employees against any and all claims, damages, actions, or causes of action and expenses to which the City, its officers, and employees may be subjected by reason of any negligence in any work done or omission made by Owner, its agents, officers, or employees, in connection with, arising out of, or resulting from the performance of this Agreement, except to the extent that any such matters are precluded from indemnity pursuant to Section 56-7-1, NMSA 1978 Comp.

14. Default; Termination; Annual Review.

14.1 General Provisions; Defaults. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of ten (10) days as to a monetary default, or thirty (30) days as to a non-monetary default, following written notice of such failure from the other Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure may be cured. If the nature of the alleged non-monetary default is such that it cannot reasonably be cured within such thirty (30)-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such thirty (30) day period. Upon the occurrence of a default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement. If the default is cured, then no default shall exist and the noticing Party shall take no further action.

15. Miscellaneous.

15.1 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties.

15.2 Other Necessary Acts. Each Party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Approvals and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

15.3 Construction; Captions. Each reference in this Agreement to any of the Approvals shall be deemed to refer to the Approvals as they may be amended from time to time pursuant to the provisions of this Agreement, whether or not the particular reference refers to such possible amendment. The headings and captions of the various articles, sections and paragraphs of this Agreement are for convenience of reference only and shall not be construed as modifying, defining or limiting, in any way, the scope or intent of the provisions hereof. This Agreement has been reviewed and revised by legal counsel for City and Owner.

15.4 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" and "will" are mandatory; "may" is permissive.

15.5 Covenants Running with the Land. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Property, as appropriate, runs with the Property, and is binding upon each successive owner of all or a portion of the Property during its ownership of such property. Notwithstanding the foregoing, the Impact Fee Credits are personal to Owner or Developer, as applicable, and shall not run with or pass with the

land, but shall remain the property of Owner or Developer, as applicable. These credits may be sold or assigned in whole or in part by the Owner or Developer, as applicable.

15.6 Mortgagee Rights. Any mortgagee that wishes to receive notices of default from City pursuant to this Article may provide written notice to City requesting such notice. City shall notify any such mortgagee requesting notice of default under this Agreement, and provide to any such mortgagee the same opportunity to cure as is provided to Owner. Such action shall not give rise to any liability on the part of the mortgagee, and Agreement shall not be terminated by City as to any mortgagee (a) who has requested notice but the mortgagee is not given notice by City, or (b) if either of the following is true:

15.6.1 the mortgagee cures any default involving the payment of money by Owner within sixty (60) days after notice of default;

15.6.2 as to defaults requiring title or possession of all or any portion of the Property to effectuate a cure: (i) the mortgagee agrees in writing, within ninety (90) days after the written notice of default, to perform the proportionate share of Owner's obligations under this Agreement allocable to that part of the Property in which the mortgagee has an interest conditioned upon the mortgagee's acquisition of that part by foreclosure (including a trustee sale) or by a deed in lieu of foreclosure; (ii) the mortgagee commences foreclosure proceedings to reacquire title to all or the applicable portion of the Property within the ninety (90) days and thereafter diligently pursues the foreclosure to completion; and (iii) the mortgagee (or any purchaser of Owner's interest at foreclosure, or trust, or sale, or by deed in lieu of foreclosure) promptly and diligently

cures the default after obtaining title or possession. Subject to the foregoing, in the event any mortgagee records a notice of default as to its mortgage or deed of trust, Owner's rights and obligations under this Agreement may be transferred to the mortgagee or to any purchaser of Owner's interest at a foreclosure or trustee sale and Owner shall remain liable for such obligations unless released by City or unless City has approved the transfer.

City recognizes that the provisions of this Agreement may be a matter of concern to any mortgagee intending to make a loan secured by a mortgage or deed of trust encumbering the Property or a portion thereof. If such mortgagee should require, as a condition to such financing, any modification of this Agreement to protect its security interest in the Property or portion thereof, City shall execute the appropriate amendments; provided, however, that City shall not be required (but is permitted) to make any modification that would (i) materially and adversely affect City's rights hereunder, or (ii) increase City's obligations hereunder.

This Agreement may be amended without the approval or execution of any such amendment by any mortgagee. However, if City receives notice from a mortgagee requesting a notice of proposed amendment, City shall provide a copy of any proposed amendment to such mortgagee.

15.7 Attorneys' Fees and Costs. In the event of any litigation or arbitration between the Parties regarding an alleged breach by the other Party, the prevailing party shall be entitled to an award of attorneys' fees and costs.

15.8 Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions to ensure that the rights secured by the other Parties through this Agreement can be enjoyed and no Party shall take any action that will deprive the other Parties of the enjoyment of the rights secured through this Agreement.

16. Notices. Any notice or communication required hereunder between City or Owner must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, property addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address in such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City: City of Farmington
 800 Municipal Dr.
 Farmington, New Mexico 87401-2663
 Attn: City Manager

with Copies to: Farmington City Attorney
 800 Municipal Dr.
 Farmington, New Mexico 87401-2663

If the Owner: La Plata Holdings, LLC
P.O. Box 2669
Farmington, New Mexico 87499
Attention: Price M. Bayless

with copies to: Geltmore, LLC
6211 San Mateo NE, Suite 130
Albuquerque, New Mexico 87109
Attention: Paul L. Silverman

And

Charles P. Price III Attorney
P.O. Box 7606
Albuquerque, New Mexico 87194

If Developer: La Plata Piñon, LLC
6211 San Mateo NE, Suite 130
Albuquerque, New Mexico 87109
Attention: Paul L. Silverman

with Copies to: Charles P. Price III Attorney
P.O. Box 7606
Albuquerque, New Mexico 87194

If Tierra La Plata: Tierra La Plata, LLC
P.O. Box 2669
Farmington, NM 87499
Attention: Price M. Bayless

17. Assignment, Transfer and Notice. Owner shall have the right to assign or transfer all or any portion of its interests, rights or obligations under the Approvals (including this Agreement) and the subsequent approvals to third parties acquiring an interest or estate in the Property, or any portion thereof, including, without limitation, purchaser or long-term ground lessees of individual lots, parcels; or any lots, homes or facilities comprising a portion of the Property.

[SIGNATURE PAGES FOLLOW]

CITY OF FARMINGTON, a New Mexico municipal corporation

By: _____
Name: Tommy Roberts
Title: Mayor

Date: _____, 2015

Legal Department
Approved as to form
By: _____
Date: _____

LA PLATA HOLDINGS, LLC, a New Mexico limited liability company

By GELTMORE LA PLATA, LLC, a New Mexico limited liability company, its Managing Member

By: _____
Name: Paul L. Silverman
Title: Co-Manager

Date: _____, 2015

LA PLATA PIÑON, LLC, a New Mexico limited liability company

By: _____
Name: Paul L. Silverman
Title: Managing Member

Date: _____, 2015

TIERRA LA PLATA LLC, a New Mexico limited liability company

By: _____
Name: _____
Title: _____

Date: _____, 2015

- Exhibits: A – The Property
 B – The Master Plan
 C - Traffic Impact Analysis

EXHIBIT A

(Legal Description of Property)

TRACT I

A tract of land lying in the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section Thirty-Two (32) Township Thirty (30) North Range Thirteen (13) West, N.M.P.M., San Juan County, New Mexico, being more particularly described as follows: COMMENCING at the West Quarter Corner of the above said Section 32; THENCE South 29°33'11" East for a distance of 831.89 feet to a point on the Easterly right of way line of New Mexico Highway 170 and the Point of Beginning of said Tract; THENCE Leaving said right of way and South 39°11'03" East for a distance of 317.49 feet; THENCE North 26°53'32" East for a distance of 112.61 feet; THENCE South 59°55'31" East for a distance of 338.35 feet; THENCE South 00°24'32" West for a distance of 260.77 feet; THENCE South 89°44'44" West for a distance of 538.25 feet; THENCE North 20°29'42" West for a distance of 63.95 feet; THENCE North 07°40'18" East for a distance of 155.03 feet; THENCE North 60°13'42" West for a distance of 184.46 feet and back to the above said right of way line; THENCE North 29°58'29" East and along said right of way line for a distance of 315.43 feet and back to the Point of Beginning.

TRACT II

The Southwest Quarter of the Southwest Quarter (NW1/4SW1/4), Section Thirty-Two (32), Township Thirty (30), Range Thirteen (13) N.M.P.M., San Juan County, New Mexico.

TRACT III

The Southeast Quarter of the Southwest Quarter (SE1/4SW1/4), Section Thirty-Two (32), Township Thirty (30), Range Thirteen (13) N.M.P.M., San Juan County, New Mexico.

TRACT IV

The East One-Half of the Northwest Quarter of the Southeast Quarter (E1/2NW1/4SE1/4), Section Thirty-Two (32), Township Thirty (30), Range Thirteen (13) N.M.P.M., San Juan County, New Mexico.

TRACT V

The Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) of Section Thirty-Two

(32), Township Thirty (30), Range Thirteen (13), N.M.P.M., San Juan County, New Mexico.

TRACT VI

The Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section Five (5), Township Twenty-Nine (29), Range Thirteen (13), N.M.P.M., San Juan County, New Mexico.

TRACT VII

The Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section Five (5), Township Twenty-Nine (29), Range Thirteen (13), N.M.P.M., San Juan County, New Mexico.

TRACT VIII

The Northeast Quarter of the Northwest Quarter, Section Five (5), Township Twenty-Nine (29), Range Thirteen (13) N.M.P.M., San Juan County, New Mexico.

EXHIBIT B
(Master Plan)

That certain master plan entitled "La Plata Ranch Master Plan," , consisting of (i) the Traditional Neighborhood Development (TND) Code, (ii) draft Conditions, Covenants and Conditions (CCRs), and (iii) Conceptual Master Plan (8 sheets) as approved by the City Council on April 28, 2015.

EXHIBIT C
(Traffic Impact Analysis)

La Plata Ranch Development Traffic Impact Study dated August 11, 2014, performed by Terry O. Brown P.E. [*Has this been further modified?*]

Regular Meeting of the City Council, City of Farmington, New Mexico, held in the Council Chamber at City Hall at 6:00 p.m. on Tuesday, January 12, 2016. The open regular session was held in full conformity with the laws and ordinances and rules of the Municipality.

Upon roll call, the following were found to be present, constituting a quorum:

| | |
|------------|--|
| MAYOR | Tommy Roberts |
| COUNCILORS | Linda Rodgers Mary M. Fischer Gayla A. McCulloch Nate Duckett |

constituting all the members of said Governing Body.

Also present were:

| | |
|------------------------|-------------------|
| CITY MANAGER | Rob Mayes |
| ASSISTANT CITY MANAGER | Bob Campbell |
| CITY ATTORNEY | Jennifer Breakell |
| CITY CLERK | Dianne Smylie |

The meeting was convened by the Mayor. Thereupon the following proceedings were duly had and taken:

INVOCATION: The invocation was offered by Associate Pastor Larry Moore of World Harvest Center.

Former City Attorney Jay Burnham led the Pledge of Allegiance.

CONSENT AGENDA: The Mayor announced that those items on the agenda marked with an asterisk (*) have been placed on the Consent Agenda and will be voted on without discussion by one motion. He stated that if any item did not meet with approval of all Councilors or if a citizen so requested, that item would be removed from the Consent Agenda and heard under Business from the Floor.

*MINUTES: The minutes of the Regular Meeting of the City Council held December 8, 2015 and the minutes of the Regular Work Session of the City Council held December 15, 2015.

*BID: The Chief Procurement Officer recommended that the bid for purchase of a "direct feed screener" portable box screen (Public Works) be awarded to Golden Equipment Company on its low bid meeting specifications of \$99,706, and to reject the bid received from Power Equipment Company for being non-responsive and not meeting specifications. Bids opened January 5, 2016 with four bidders participating.

*BID: The Chief Procurement Officer recommended that the bid for purchase of construction materials for the Aztec Substation (Electric) be awarded to the lowest and best bidder per category after application of five percent in-state preference (Category A - Stuart C. Irby Co. \$38,476.59; Categories B, I and J - Summit Electrical Supply \$45,582.03; Category C - Graybar Electric \$7,332.46; Category F - Border States Electric \$315.14; and Categories G and H - Western United \$15,869.77); that all bids received for Categories D and E be rejected due to an error in the bid schedule; and that the bid received from Border States Electric for Category J be rejected for being non-responsive and not meeting specifications. Bids opened December 22, 2015 with six bidders participating.

*MINOR AMENDMENT TO THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN to extend for an additional year the financial literacy/credit repair classes being offered by San Juan College.

*RECOMMENDATION FROM THE LIQUOR HEARING OFFICER for approval of Application #972838 for a new Restaurant License (beer and wine on premise consumption only) from The 505 Burgers Farmington, LLC, 820 N. Sullivan Avenue, Farmington, New Mexico doing business as The 505 Burgers Farmington, LLC, 820 N. Sullivan Avenue, Farmington, New Mexico. (Hearing held December 16, 2015)

*WARRANTS PAYABLE for the time period of December 6, 2015 through January 9, 2016, for current and prior years, in the amount of \$16,886,747.17.

There being no requests to remove any items, a motion was made by Councilor Rodgers, seconded by Councilor Duckett to approve the Consent Agenda, as presented, and upon voice vote the motion carried unanimously.

RECOMMENDATION FROM THE PLANNING AND ZONING COMMISSION:

CONSENT AGENDA: Community Development Director Mary Holton requested that the Planning and Zoning Commission recommendation marked with an asterisk () be placed on the Planning and Zoning Commission Consent Agenda and voted on without discussion by one motion. She asked that if the item proposed did not meet with approval of all Councilors or if a citizen so requested, the item would be removed from the Consent Agenda and heard in regular order.

*(1) Adoption of the recommendation from the Planning and Zoning Commission as contained within the Community Development Department Petition Report to approve Petition No. SUP 15-07 from William Cillessen requesting a Special Use Permit to allow outside storage for reels of stainless steel tubing and other small business-related materials at 935 Malta Avenue in the GC, General Commercial, District.

There being no requests to remove the item, a motion was made by Councilor Duckett, seconded by Councilor Rodgers to approve the Planning and Zoning Commission Consent Agenda, as presented, and upon voice vote the motion carried unanimously.

INTERGOVERNMENTAL AGREEMENT FOR BEHAVIORAL HEALTH SERVICES (JOINT INTERVENTION AND SOBERING PROGRAMS)

Assistant City Manager Bob Campbell recommended approval of the Intergovernmental Agreement for Behavioral Health Services (Joint Intervention and Sobering Programs) between the City, San Juan County, San Juan Regional Medical Center and Presbyterian Medical Services for an initial term of 24 months. He reported that the City will be responsible for 47 percent (\$775,563.30) of the annual costs associated with operating the Sobering program and Joint Intervention program ("JIP"), noting that this amount is \$200,000 more than what the City had been paying Four Winds Addiction Recovery Center ("Four Winds") for the sobering program alone. However, he explained that \$300,000 of the monies are provided by a grant from the State of New Mexico and pointed out that the number of clients being served will double. Furthermore, he reminded the Council that the JIP pilot program resulted in a savings of over \$200,000 for the 10 clients that were served due to a significant reduction in jail time, arrests and visits to the emergency room. Adding to his comments, City Manager Rob Mayes explained that it is difficult to compare "apples to apples" when comparing the budgetary costs because Four Winds was simply offering sobering/detoxification services whereas JIP is a new program that will offer long-term substance abuse services. He noted that they are expecting the JIP program to be even more successful than the pilot program because a housing component has been added for the clients.

Councilor Fischer contended that the major difference between the detoxification program offered by Four Winds and the proposed JIP program was protective custody which forced the individuals to be mandatorily detained for 72 hours. She stated that she does not believe that two employees working at the sobering house is going to be sufficient to control a large number of severely intoxicated individuals. Furthermore, she stated that she does not believe that the sobering program is going to work without a protective custody element. In response, Mr. Mayes pointed out that Four Winds was operating as a "pseudo jail" which made the program extremely costly to operate. He also stated that it was reported to him that the violent outbursts were typically caused by

individuals who had sobered up and were being detained against their will. He explained that under the new guidelines, violent individuals will be taken to jail.

In response to inquiry from Councilor Fischer, Mr. Campbell confirmed that the sobering house will be operated seven days per week, twenty-four hours per day. However, he did point out that JIP participants will not be required to attend counseling sessions on Sundays in an effort to give them time to do laundry and/or clean their rooms.

Mayor Roberts offered his comments by stating that it is a safe prediction that the program is going to fail and he contended that it takes a certain level of risk, vision and leadership to propose and support a new program. He argued that the research and planning have been completed and that the results indicate that JIP helps some individuals overcome their substance abuse disorders. He complimented the members of Presbyterian Medical Services and the Farmington Police Department for bringing JIP to fruition and he expressed his support for the proposed Agreement.

There being no further discussion, a motion was made by Councilor Duckett, seconded by Councilor Rodgers to approve the Intergovernmental Agreement for Behavioral Health Services (Joint Intervention and Sobering Programs), as presented. The roll was called with the following result:

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|-------------------|---|
| Those voting aye: | Linda Rodgers Gayla A. McCulloch Nate Duckett |
|-------------------|---|

| | |
|-------------------|-----------------|
| Those voting nay: | Mary M. Fischer |
|-------------------|-----------------|

The presiding officer thereupon declared that three Councilors having voted in favor thereof, the said motion carried.

COUNCIL BUSINESS

Potholes

Councilor Duckett commended the Public Works Department for repairing a large pothole on Foothills Drive during the middle of a snow storm.

At the request of City Manager Rob Mayes, City Engineer Nica Westerling reported that during the month of December, 1706 potholes were repaired; 502 street cuts were made; 6.5 miles of roadway were bladed; and 178 hours were spent plowing snow from the streets. She explained the freeze/thaw cycle and stated that the pothole patches will likely have to be redone more than once during the winter because the existing asphalt is too cold to adhere to the hot patch.

In response to inquiry from Councilor Fischer, Water & Wastewater Administrator Jeff Smaka reported that a brochure encouraging residents to leave a faucet dripping during these cold months was included in the most recent utility bill but assured her that staff will also send out the message via social media.

Responding to a question from Councilor Duckett, Ms. Westerling confirmed that it is appropriate to tell constituents to report potholes to non-emergency dispatch.

UPDATE ON SAN JUAN WATER COMMISSION

Jay Burnham, former City attorney and the City's current representative to the San Juan Water Commission ("SJWC"), directed the Council's attention to a handout titled, "Excerpt from the 1986 JPA Agreement." Providing background information, he explained that SJWC often discusses how the water rights that are being held by SJWC are to be allocated to the member entities (San Juan County, the Rural Water Users Association, and the Cities of Aztec, Bloomfield and Farmington), but have never been brought to a vote because there is not a consensus on how to apportion the Animas-La Plata ("ALP") Project water rights. Reminding the Council that SJWC and the Office of the State Engineer were engaged in litigation concerning the ALP rights, Mr. Burnham reported that a settlement was reached which allowed SJWC to apply for permitting of the water rights based on the difference between the original project

and the project as it was built (known as the ALP Lite). He recalled sitting in a SJWC meeting many years ago where the member entities agreed to obtain all of the water rights that they could and then decide how to allocate them at a future date (which is now). He directed the Council's attention to page 2 of the handout titled, "Allocation of Water Rights per Joint Powers Agreement (JPA)," and pointed out that the original water right allocation was 30,800 but was reduced to 20,800 as a result of ALP Lite. He explained that the best method to discuss the amount of water rights being allocated to each entity is to address them in the manner in which they were permitted. He noted that at the end of the litigation, the State Engineer's office issued Permit Number 2883-C based on diversionary rights which reflects the difference between ALP and ALP Lite. However, he noted that there is a discrepancy when discussing the amount of diversionary water rights compared to the consumptive use rights for the same permit. He stated that he and Mr. Cooper met with staff yesterday to discuss this matter because SJWC will be conducting a Work Session tomorrow morning for the purpose of receiving input on an allocation policy for the water rights permitted in 2883-B and 2883-C which are solely in the name of SJWC. He advised that it is their recommendation that SJWC allocate the water rights as stated in Section IVB of the 1986 JPA which states, "Any diminishment of or increase in the 30,800 acre feet of water shall result in a proportional decrease or increase based upon the percentage of the base of 30,800 as allocated above."

Councilor Fischer questioned the motivation of SJWC to hold onto the water rights instead of allocating them to the member entities and stated that she believes that it is a full-fledged attempt to control all of the water in the San Juan Basin since they do not have the ability to put the water to use. Mr. Cooper strongly disagreed with her position and pointed out that without the member entities, SJWC could not exist.

Further discussion followed concerning the reasons why SJWC believes that they are legally authorized to hold water rights. Mayor Roberts asked if SJWC is required to prepare and submit for approval by the State Engineer's Office a 40-year water plan. In response, Mr. Burnham reported that SJWC has submitted a 40-year water plan but noted that the State Engineer's Office no longer approves such plans. He also assured him that the City's 40-year water plan is reviewed and updated by staff as water rights are acquired. In closing, City Manager Rob Mayes pointed out that the Cities of Aztec and Bloomfield indicated to City Attorney Jennifer Breakell, via telephone conference yesterday, that they are in agreement with the City's position that the water rights be proportionally allocated based upon the percentage of the base of 30,800. Following further discussion and consideration, it was the consensus of the Council to direct staff to proceed as recommended, which is the same direction that was previously given by the Council with regard to the allocation of the water rights.

Concerning the Gold King Mine spill into the Animas River, Councilor Fischer asked that staff consider the costs associated with extending a pipeline from Lake Nighthorse to Lake Farmington versus the cost of purchasing water rights on the San Juan River and constructing a second reservoir since additional mine spills are likely.

CITY MANAGER BUSINESS

City Manager Rob Mayes presented a proposed ordinance concerning the City of Farmington Hold Harmless Gross Receipts Tax Revenues and stated that notice of intent to consider said ordinance has been published two weeks prior to final action upon the ordinance as required by Section 3-17-3 NMSA 1978. He recommended the ordinance, if adopted, be given the number 2016-1282. The title of the ordinance being:

AN ORDINANCE PLEDGING CITY OF FARMINGTON, NEW MEXICO HOLD HARMLESS GROSS RECEIPTS TAX REVENUES AS SECURITY FOR CITY OF FARMINGTON, NEW MEXICO SALES TAX REVENUE BONDS, SERIES 2005 AND SERIES 2012.

After consideration of Ordinance No. 2016-1282, a motion was made by Councilor Duckett, seconded by Councilor Rodgers that said ordinance be passed and adopted as presented. The roll was called with the following result:

Those voting aye:

Linda Rodgers
Mary M. Fischer
Gayla A. McCulloch

Nate Duckett

Those voting nay: None

The presiding officer thereupon declared that four Councilors having voted in favor thereof, the said motion carried and Ordinance No. 2016-1282 was duly passed and adopted.

CLOSED MEETING

Mayor Roberts announced that staff has requested that pending litigation pertaining to Chavez vs. City of Farmington be removed from tonight's agenda.

Thereupon, a motion was made by Councilor Duckett, seconded by Councilor Rodgers to close the meeting to discuss the acquisition of real property (abutting historical property), pursuant to Section 10-15-1H(8) NMSA 1978, and to receive advice from the City's legal counsel concerning a matter of pending litigation (Inskeep vs. City of Farmington), pursuant to Section 10-15-1H(7) NMSA 1978. The roll was called with the following result:

Those voting aye: Linda Rodgers
Mary M. Fischer
Gayla A. McCulloch
Nate Duckett

Those voting nay: None

The presiding officer thereupon declared that four Councilors having voted in favor thereof, the said motion carried.

The Mayor convened the closed meeting at 7:01 p.m. with all members of the Council being present.

Councilor Duckett left the meeting at 7:21 p.m.

Following the closed meeting, during which meeting the matters discussed were limited only to those specified in the motion for closure, a motion was made by Councilor Rodgers, seconded by Councilor McCulloch to open the meeting. The roll was called with the following result:

Those voting aye: Linda Rodgers
Mary M. Fischer
Gayla A. McCulloch

Those voting nay: None

Those absent: Nate Duckett

The presiding officer thereupon declared that three Councilors having voted in favor thereof, the said motion carried.

The Mayor reconvened the open meeting at 7:29 p.m. and there being no further business to come before the Council, the meeting was adjourned.

The City Clerk certified that notice of the foregoing meeting was given by posting pursuant to Resolution No. 2013-1466, et seq.

Approved this 26th day of January, 2016.

Entered in the permanent record book this day of , 2016.

Tommy Roberts, Mayor

SEAL

ATTEST:

Dianne Smylie, City Clerk