

A G E N D A

. . . for the Regular Meeting of the Farmington City Council to be held at 6:00 p.m., Tuesday, March 8, 2016 in the Council Chamber, City Hall, 800 Municipal Drive, Farmington, New Mexico. . .

1. Roll Call and Convening the Meeting:
2. Invocation: Pastor Justin Couch of Crossroads Community 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:
 - (a) the Regular Meeting of the City Council held February 23, 2016; and-----8
 - (b) the Regular Work Session of the City Council held February 16, 2016. -----9
6. *Approval to Declare worn-out, unusable or obsolete scrap and surplus electric reclosers (Administrative Services, Central Warehouse, Electric Utility and Transmission and Distribution) 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 power transformer for the Cottonwood Substation (Electric Utility) being awarded to Stuart C. Irby as the lowest and best bidder meeting specifications after application of five percent in-state preference (\$1,139,098), and to reject the primary bid received from Virginia Transformer, MVA and the alternate bid received from Western United for being non-responsive and not meeting specifications. Bids opened February 17, 2016 with seven bidders participating. -----2
8. *Approval of Purchase Agreement between the City and Scott A. Michlin for purchase by the City of 0.14 acres of property abutting the Palmer House located between 206 and 210 North Allen (purchase price of \$21,500 less \$3,500 donation from seller).-----3
9. *Approval of Purchase Agreement between the City and Johnnie Coburn Harper for purchase by the City of 37.09 acre-feet of diversionary water rights from the Animas River delivered through the Farmers Mutual Ditch (purchase price \$1,500 per acre-foot).-----4

10. *Approval for Adoption of Resolution No. 2016-1582 accepting and approving a certain grant agreement (Project No. FMN-16-03) between the City and the Aviation Division of the New Mexico Department of Transportation for reconstruction of taxiways E, F and G at the Four Corners Regional Airport. --5
11. *Approval of Warrants up to and including March 5, 2016.
12. New Business:
 - (a) Mayor
 - (1) Appointment to the Metropolitan Redevelopment Agency Commission.
 - (b) Councilors
 - (c) City Manager
 - (1) Update and direction to staff regarding the Farmington Electric Utility System's community solar project (Fred Wellington, Leidos Energy Consulting)
 - (d) City Attorney
 - (1) Ordinance No. 2016-1283 – Final Action -amending Chapter 20 of the City Code dealing with Lake Farmington (Published on February 14, 2016)-----6
 - (e) City Clerk
13. Business from the Floor:
 - (1) Items removed from Consent Agenda for discussion.
 - (2) Any other Business from the Floor.
14. Closed Meeting to discuss request for qualification-based proposals for professional architectural services for Americans with Disability Act ("ADA") improvements at park sites, pursuant to Section 10-15-1H(6).
15. Proposal: Recommendation from the Purchasing Supervisor to award the qualification-based proposal for professional architectural services for ADA improvements at park sites (Community Development and Parks, Recreation and Cultural Affairs) to FBT Architects/Groundworks Studio as the top evaluated offeror. Proposals opened February 11, 2016 with two offerors participating.-----7
16. 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: March 3, 2016

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

USING DEPARTMENT: Administrative Services, Central Warehouse
Electric, Transmission and Distribution
=====

The Central Purchasing Division of the Administrative Services Department concurs with the recommendations from the Central Warehouse and the Farmington Electric Utility System to declare the attached list of 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.

Kristi Benson (Presenter)
Consent Agenda/Council Meeting – March 8, 2016

xc: Brooke Quintana - Accounting, Controller
Debi Dalton - Accounting, Staff Accountant – Fixed Assets
Sarah Talley - Accounting, Staff Accountant – Grants Administration
Rodney Romero – Electric Utility Director
Luke Lugenbeel – Electric T&D Manager
Bob Schrag - Warehouse Superintendent

Scrap and Surplus Electric Reclosers

Co #	Manufacturer	Serial #	Type	Size	Disposal
R114	McGraw-Edison	8645	6H	100A	Scrap
R134	McGraw-Edison	2682	RX	100A	Scrap
R173	Line Material/McGraw-Edison	10874	R	140A	Scrap
R194	Kyle/Cooper	6948	RX	70A	Scrap
R271	Cooper	5313	V6H	70A	Scrap
R274	Kyle/Cooper	27201	V4L	100A	Surplus
R288	Kyle/Cooper	27184	V4L	70A	Surplus
R301	McGraw-Edison	14522	6H	50A	Scrap
R303	Kyle/Cooper	34657	V4L	70A	Surplus
R317	Kyle/Cooper	46798	V4H	35A	Surplus
R320	Kyle/Cooper	46801	V4H	35A	Surplus
R330	Kyle/Cooper	CP571033736	V4L	50A	Surplus
R344	Kyle/Cooper	CP571058089	V4L	25A	Surplus

CITY OF FARMINGTON
INTER-OFFICE MEMORANDUM

TO: Mayor Roberts and City Council

FROM: Edward Smylie, CPPO 
Chief Procurement Officer

DATE: February 26, 2016

SUBJECT: Power Transformer for Cottonwood Substation, Bid #16-114012

USING DEPARTMENT: Electric Utility
=====

A bid opening was held on February 17, 2016 for the Power Transformer for Cottonwood Substation. Seven (7) bidders responded with one (1) submitting an alternate.

The Central Purchasing Department concurs with the recommendation from the Electric Utility to reject the bids from Virginia Transformer, MVA, and Western United's alternate bid as non-responsive for not meeting specifications due to unapproved manufacturers quoted.

The Central Purchasing Department concurs with the recommendation from the Electric Utility to award the bid to Stuart C. Irby from Albuquerque, NM, a responsible bidder submitting the lowest responsive bid meeting specifications for a total awarded amount of \$1,139,098.00 plus estimated applicable taxes of \$83,933.50. The in-state preference was given to qualified bidders.

Edward Smylie
Consent Agenda/Council Meeting 3/8/16

xc: H. Andrew Mason, Administrative Services Director
Rodney Romero, Acting Electric Utility Director
John Armenta, Electric Engineering Manager
File – 16-114012/EM

City of Farmington Parks, Recreation and Cultural Affairs

Memorandum

TO: Mayor and City Council

FROM: Cory Styron, Director of Parks, Recreation, and Cultural Affairs

DATE: February 29, 2016

SUBJECT: Property purchase adjacent to Palmer House

On January 12th the PRCA Department requested consensus from Council to begin negotiating the purchase of property adjacent to the historic Palmer House at 210 N. Allen. Scott Michlin, the owner of the property, subdivided his property and has offered the adjoining lot for sale to use in conjunctions with the historic house. The property was appraised at \$21,500 and this is the agreed upon price. Mr. Michlin then agreed to donate \$3,500 worth of property. The net cost for the property is \$18,000 for a 0.1377 acre lot. The City Council reached consensus for negotiating with the owner.

Purchasing the property next to the Palmer House would provide several benefits. Key benefits for future use include: additional parking, a small visitor center, a living history museum, cross-promotional educational programming with E3 Children's Museum. An additional key benefit would be to create a buffer for protection to development south of the property

The Palmer House is the oldest standing structure in Farmington as it was built in 1878 by William Markley. The original rectangular structure is adobe brick with large pine vigas supporting the ceiling. The home originally had a hipped (slightly sloped) roof that was likely covered with earth/sod. The significance of this structure may not be readily apparent. Much of Farmington's past has been lost in regards to historic preservation including the demolition of the Wall Street School, the railroad and depot, and the historic City Hall building downtown. The purchase of this property will help preserve our past for future generations

Funding to purchase the property will come out of the Civic Center expansion fund.

Please find attached the purchase agreement for the property for your information and execution.

PURCHASE AGREEMENT

This agreement is made and entered into this _____ day of March, 2016, by and between the **CITY OF FARMINGTON**, a municipal corporation of San Juan County, New Mexico, herein, for convenience, called "Purchaser" and **Scott A. Michlin**, a private citizen, located in Farmington, New Mexico, herein for convenience called "Seller";

WITNESSETH:

WHEREAS, the Seller owns property located between 206 and 210 North Allen in Farmington, New Mexico; and

WHEREAS, the Purchaser wishes to purchase the property to develop the adjoining historic Palmer House, at 210 N. Allen, and associated area as a historical park, and

WHEREAS, the parties now wish to enter into a property purchase and sales agreement whereby the Seller will sell to Purchaser and Purchaser will purchase from Seller a 0.14 acre parcel of real property owned by the Seller, located between 206 and 210 North Allen in Farmington, more fully described in Exhibit "A".

NOW, THEREFORE, in consideration of the mutual covenants between them, the parties agree as follows:

1. Seller, in consideration of the covenants and agreements on the part of the Purchaser, agrees to sell and convey by warranty deed, and Purchaser agrees to purchase on terms and conditions stated herein, the real property known as "Lot 1 of the Michlin Subdivision", more fully described in Exhibit "A" attached hereto.

2. Purchaser agrees to purchase said real property, containing .014 acres, more or less, for a total purchase price of Twenty One Thousand Five Hundred Dollars (U.S. \$21,500), Three Thousand Five Hundred of which shall be deemed a donation from Seller to Purchaser. Purchaser acknowledges the property has a current market value of Twenty One Thousand Five Hundred Dollars, and therefore, herein acknowledges that Seller has made a donation to the City of Farmington. The City of Farmington is designated by the Internal Revenue Service (IRS) as a political subdivision and is tax exempt under Section 115 of the Internal Revenue Code. Contributions to the City of Farmington are tax deductible by donors as provided in Section 170 of the Internal Revenue Code. Therefore, City will provide consideration to Mr. Michlin in the amount of Eighteen Thousand and 00/100 U.S. Dollars, as complete payment for said property and City accepts a donation from Mr. Michlin in the amount of Three Thousand Five

Hundred Dollars and 00/100. The City acknowledges that it provided no goods or services in exchange for said donation described herein.

3. Seller shall convey the property to Purchaser by good and sufficient warranty deed in proper form for recording so as to convey to Purchaser good and merchantable title to the land affected by this Agreement free and clear of all liens and encumbrances, except for those of record or known to Purchaser.

4. Seller agrees to plat the subject property in accordance with the City Unified Development Code regulations within 60 days of the effective date of approving the transaction contemplated herein, and prior to the closing. All costs associated with plat process shall be borne by the Seller.

5. Seller agrees to furnish Purchaser a good and sufficient title insurance policy binder in the form of the American Land Title Association, Form B, without exception, except as herein set forth for the full purchase consideration hereof guaranteeing good and merchantable title to be vested in the Purchaser subject only to the conditions of this Agreement. Should defects appear upon title for any reason, Seller shall have a reasonable time within which to cure any defect which affects merchantability of title.

6. Purchaser agrees to sign and execute in a reasonable time all necessary documents to grant Seller any and all utility easements deemed necessary by the Seller.

7. Any water and mineral rights associated with the referenced property will be transferred to the Purchaser from the Seller.

8. This agreement shall be closed at the offices of a local title company agreed to by the parties on or before May 30, 2016, unless the time is extended by mutual agreement of the parties. Such title company is hereby designated, constituted, and appointed as Escrow Agent to act between the parties. The Escrow Agent is authorized to prepare and have executed the deed to the property referenced above upon payment by Purchaser to Seller the sum referenced in Paragraph 2 above, and shall deliver said deed to Purchaser after completion of the terms of this agreement at closing and recording of the deed with the County Clerk. The Escrow Agent shall not assume responsibility for the performance of, or the enforcement of, any of the covenants of this agreement, and shall not be required to act in any manner not specifically directed herein, and the parties hereto jointly and severally agree to indemnify and hold harmless said Escrow Agent from and against all costs, damages, judgments, attorney's fees, expenses, and liabilities of every kind which in good faith and without negligence it may incur and suffer in connection with or arising from this escrow.

9. Time is of the essence in the performance of this contract.

10. Expenses related to this transaction shall be paid by the parties as follows:

	<u>Purchaser</u>	<u>Seller</u>
Title Insurance:	1/2	1/2
Deed Recording:	1/2	1/2
Abstracting:	1/2	1/2
Appraisal Fee		X
Other Closing Costs:	1/2	1/2
Subdivision Plat:	X	

11. Purchaser agrees to buy, and Seller agrees to sell, the premises herein described according to the terms and conditions set out above. If either party refuses or fails to consummate the purchase, the other party shall have the option of terminating this agreement or enforcing the same.

12. This instrument comprises the entire understanding and agreement of the parties hereto on the subject matter herein contained and shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors, and assigns. This agreement shall be interpreted and enforced according to New Mexico law, and San Juan County, New Mexico shall be the agreed venue in which all disputes will be resolved.

In witness whereof the Purchaser has signed and sealed this agreement and Seller has caused this agreement to be executed on its behalf by its duly authorized representative the day and year first above written.

PURCHASER:
CITY OF FARMINGTON

ATTEST:

By: Tommy Roberts, Mayor

Dianne Smylie, City Clerk

SELLER
SCOTT A. MICHLIN

By: Scott A. Michlin,

Page 3 of 4

Legal Department

Approved as to form

By _____

Date 2/26/16

PURCHASE AGREEMENT

This agreement is made and entered into this ___ day of _____, 201_ by and between the **CITY OF FARMINGTON**, a municipal corporation of San Juan County, New Mexico, herein for convenience called "Purchaser" and Johnnie Coburn Harper, AKA Johnnie C. Harper, herein for convenience called "Sellers";

WITNESSETH:

WHEREAS, Sellers are the owners of certain water rights appurtenant to 12.72 acres of land, more or less, described as a tract NW¼ NW¼ of Section 15, Township 29 North, Range 14 West, San Juan County, New Mexico, and a tract NE¼ NE¼ of Section 16, Township 29 North, Range 14 West, San Juan County, New Mexico, and recorded in Book 01690, page 276, and with a diversion right of 37.09 acre-feet from the Animas River, located in part of the East of the North Half of the Northeast Quarter of the Southwest Quarter of Section 22 and Township 30 N., Range 12 W., N.M.P.M., San Juan County, New Mexico and which were originally adjudicated to J. Harper, Sr. and State of New Mexico with a priority date of 1920 from the Farmers Mutual Ditch, Office of the State Engineer File No. SP-1379, as decreed in the final decision of the FIRST JUDICIAL COURT OF NEW MEXICO WITHIN AND FOR SAN JUAN COUNTY in the case of THE ECHO DITCH COMPANY, et al, V. THE MCDERMOTT DITCH COMPANY, et al, Cause Number 01690 on April 8, 1948; and,

WHEREAS, the parties wish to enter into a water rights purchase and sales agreement whereby the Sellers will sell to Purchaser and Purchaser will purchase from Sellers all of those certain water rights owned by the Sellers more specifically described herein upon the terms and conditions herein stated.

NOW, THEREFORE, in consideration of the mutual covenants between them, the parties agree as follows:

1. Sellers covenant, warrant and agree that Sellers are the owners and holders of 37.09 acre-feet of diversionary water rights from the Animas River delivered through the **Farmers Mutual** Ditch which are appurtenant to certain real estate

situate in San Juan County, New Mexico, as shown on Exhibit "A" attached hereto.

2. Sellers covenant and agree to sell and convey all water rights appurtenant to said lands upon the terms and conditions herein stated, and to provide and execute all documents necessary for said covenants and transfer.

3. The sellers agree to execute a Change of Ownership for the Water Rights and a Warranty Deed for Water Rights to the Purchaser at the time of execution of this Purchase Agreement. The parties agree and understand that, if for any reason, this contract cannot be effectuated, Purchaser agrees to promptly return or assign the water rights back to Sellers.

4. The Purchaser covenants and agrees to purchase all of the water rights appurtenant to said lands upon the terms and conditions herein stated and to pay the Sellers the sum of one thousand five hundred dollars and no cents (\$1,500.00) for each acre-foot recognized in the terms and conditions of a permit to Change Point of Diversion and Purpose and Place of Use as approved by the Office of the State Engineer. The parties expressly understand and agree this transfer and conveyance of water rights from Sellers to the Purchaser is expressly conditioned upon necessary approvals by the State Engineer of the State of New Mexico; and it is further expressly understood and agreed that Purchaser shall pay to the Sellers **one** thousand dollars and no cents (\$1,000.00) upon execution of this agreement by the parties, plus eight-ninths percent (0.89%) interest compounded annually calculated on the balance due from the date of execution of the agreement by the parties as described above. The Purchaser shall, within thirty (30) days following the lapse of time for appeal from the ruling or decision of the State Engineer, or court with appropriate jurisdiction, approves the transfer, pay the balance of the consideration as described above.

5. Notwithstanding anything contained herein to the contrary, relative to the warranty of ownership, and validity of the water rights which are the subject of this agreement, the Sellers shall only warrant and covenant that Sellers have not sold, severed, nor conveyed any of said water rights since their acquisition of the property; that the water rights are, or will be, free and clear of all encumbrances; and that Sellers have

not received any notice of forfeiture from the State Engineer Office for failure to apply water to beneficial use. Within thirty (30) days after execution of this agreement, Sellers shall supply Purchaser with a title report, which verifies such water rights have not been severed from the real estate above described.

6. The parties further expressly understand and agree this transfer and conveyance of water rights from Sellers to the Purchaser is also expressly conditioned upon review of this proposed purchase by the San Juan Water Commission, pursuant to Paragraph C. of Article VIII of the Joint Powers Agreement, dated March 5, 1986, which created the San Juan Water Commission. Said Paragraph C. provides that the San Juan Water Commission shall be notified of any such offer to purchase and the terms thereof and determine if it would be advisable for the Commission to purchase the water rights being offered. Within thirty (30) days after execution of this agreement, the Purchaser shall be responsible to notify the San Juan Water Commission of the proposed purchase. The Commission shall notify the parties proposing to sell and to purchase the water rights whether or not the Commission wishes to purchase said water rights. If the San Juan Water Commission decides to acquire these water rights, this contract becomes null and void.

7. The parties further expressly understand and agree this transfer and conveyance of 37.09 water rights from Sellers to the purchaser is also expressly conditioned upon review and acceptance by the commissioners of the Farmers Mutual Ditch as allowed by their by-laws, if any, and New Mexico State Statute 72-5-24.1.(E). Within ninety (90) days after execution of this agreement, the Purchaser shall be responsible to notify the said ditch of the proposed purchase. If said community ditch approves the transfer or fails to make a decision within 120 days, New Mexico State Statue 72-5-24 recognizes the community ditch as approving the request. If said community ditches do not approve the water right transfer, this contract becomes null and void.

8. The parties further agree the Sellers will be liable for any and all ditch fees to the Farmers Mutual Ditch prior to the date of the execution of this contract and the Purchaser

will be liable for any and all ditch fees after the date of the execution of this contract. The parties also agree that should the San Juan Water Commission elect to put in force their option to purchase either or both of these water rights or the Eledge Ditch or Halford Ditch does not approve the water right transfer or if the Office of the State Engineer denies the water right transfer, the City of Farmington will not be responsible for the ditch fees from that date forward.

9. The parties further agree and understand if, for any reason, the transfer and conveyance cannot be effectuated, the said water rights shall remain the property of the Sellers and the Purchaser shall execute and/or return all documents to insure cancellation of said transfer.

10. Sellers shall provide to Purchaser any and all documentary evidence in its possession that may support and prove the assertion that water was continuously applied to beneficial use on said lands up to the present. Further, Sellers also agree to cooperate and assist the Purchaser in obtaining from third parties any and all documentary evidence that may support and prove the assertion that water was continuously applied to beneficial use on said lands up to the present.

11. The Purchaser will prepare any maps and plats required to submit applications) for a change of ownership, purpose of use, and place of use to the New Mexico State Engineer's Office in compliance with the New Mexico State Engineer's Manual of Rules and Regulations Governing the Appropriation and Use of Surface Waters of the State of New Mexico.

12. The parties agree that the time of performance under this contract is of the essence. However, the parties also recognize that certain governmental approvals not within the Purchaser's power to control may take a period of several years to occur. The parties agree to work toward making the approval period as reasonably short as possible. However, should the purchaser fail to submit to the New Mexico State Engineer a Change in Place and Purpose of Use applications for these water rights within a 120 days of the execution of this Purchase Agreement, this Purchase Agreement shall become null and void and the sellers shall refund to the purchaser any and all funds paid by the purchaser. Failure to act on the transfer of these water rights to the Purchaser before **December 31, 2019**, this

File: F:CDUPaulMo.Wtr Rights - Trust Area.J Harper Wtr rights 016 02 18 P Montoia re Harper Wtr Right Agreement (draft)

Purchase Agreement becomes null and void and the Purchaser shall return to Sellers all documents to insure cancellation of said transfer.

13. Expenses related to this transaction shall be paid by the parties as follows:

	<u>Purchaser</u>	<u>Sellers</u>
Title Report:		X
Deed Recording:	X	
Abstracting:		X
OSE Filings:	X	
Survey:	X	
Ditch Fees before execution of contract:		X
Ditch Fees after execution of contract:	X	

14. Purchaser agrees to buy and Sellers agree to sell the water rights herein described according to the terms and conditions set out above. If either party refuses or fails to consummate the purchase, the other party shall have the option of terminating this agreement or enforcing the same.

15. If any provision of this Agreement or its applicability to any of the parties is held invalid, the invalidity does not affect other provisions or applications of this Agreement which can be given effect without the invalid provision of application of the Agreement are severable.

16. The parties agree this agreement will be interpreted using New Mexico law, and any law suit concerning the enforcement of this agreement will be filed in 11th Judicial District Court in San Juan County, New Mexico.

17. This instrument comprises the entire understanding and agreement of the parties hereto on the subject matter herein contained and shall be binding alike upon and inure to the benefit of the parties, their heirs, personal representatives, successors, and assigns.

In witness whereof the Sellers has signed and sealed this agreement and Purchaser has caused this agreement to be executed on its behalf by its duly authorized representative the day and year first above written.

SELLERS:

Name:

Johnnie C. Harper
Johnnie Coburn Harper, AKA,
Johnnie C. Harper

PURCHASER:

City of Farmington

By: Tommy Roberts, Mayor

Legal Department

Approved as to form

By

Russell G. [Signature]

Date

3/3/16

ATTEST:

Dianne Smilie, City Clerk

State of New Mexico)
) ss
County of San Juan)

The foregoing instrument was acknowledged before me this
22nd day of February, 2016 by Johnnie C. Harper,

Sharon E. Dunn
Notary Public

My Commission Expires: 2/6/19

State of New Mexico)
) ss
County of San Juan)

The foregoing instrument was acknowledged before me this
____ day of _____, 2015 by Tommy Roberts, Mayor of the
City of Farmington.

Notary Public

My Commission Expires: _____

RESOLUTION NO. 2016-1582

A RESOLUTION ACCEPTING AND APPROVING A CERTAIN GRANT AGREEMENT BETWEEN THE CITY OF FARMINGTON, THE FEDERAL AVIATION ADMINISTRATION, AND THE NEW MEXICO STATE DEPARTMENT OF TRANSPORTATION - AVIATION DIVISION FOR PROJECT #FMN-16-03, AT THE FOUR CORNERS REGIONAL AIRPORT IN FARMINGTON, NEW MEXICO.

WHEREAS, the Four Corners Regional Airport has submitted an application to the Federal Aviation Administration and the New Mexico State Department of Transportation - Aviation Division for grant funding for the project to include Taxiways E, F, & G - Reconstruction; and

WHEREAS, the estimated total project cost for development of this purchase is \$3,149,340 with the Federal Aviation Administration contributing \$2,952,507, New Mexico State Department of Transportation - Aviation Division contributing \$98,574, and the City participating with \$98,259.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Farmington that:

(1) the City has budgeted and hereby commits to fund the City's portion of this project as set forth in the second preamble paragraph above; and

(2) the City Council agrees, upon receipt of said agreement, to accept and approve a Grant Agreement between the City of Farmington, the Federal Aviation Administration and the New Mexico State Department of Transportation - Aviation Division for the AIP Project for the reconstruction of Taxiways E, F, & G; and

(3) the City Council hereby authorizes the Mayor, or a designated representative, upon receipt of said Agreement, to execute said Agreement for and on behalf of the City of Farmington.

PASSED, SIGNED, APPROVED, AND ADOPTED this 8th day of March, 2016.

Tommy Roberts, Mayor

SEAL

ATTEST:

Dianne Smylie, City Clerk

AVIATION GRANT AGREEMENT

Project Location

FMN - FOUR CORNERS REGIONAL AIRPORT

Sponsor

FARMINGTON, CITY OF

Address

800 MUNICIPAL DR.

City

FARMINGTON

NM

Zip Code

87401

The Sponsor must print and mail (3) three copies all with original signatures to:

**NMDOT - AVIATION DIVISION
PO BOX 9830
ALBUQUERQUE, NM 87119**

Participation

FAA

Funding Breakdown

93.75-3-3

Contract No. _____

Project No.

FMN-16-03

Vendor No.

0000054331

Expiration Date _____

Purchase Order No: _____

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective as of the date of the last party to sign on the signature page below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

TAXIWAYS G,E & F-RECONSTRUCTION (CONSTRUCTION)

- b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.
- c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

	State		Sponsor		Other		Total
\$	98,574	\$	98,259	\$	2,952,507	\$	3,149,340

2. The Sponsor Shall:

- a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
- c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- e. Be responsible for all design and pre-construction activities.
- f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

The Agreement becomes effective upon signatures of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. That an airport facility that receives funds under the Aviation Act shall not charge landing fees for aircraft, except for aircraft used in commercial activities for compensation.
- g. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- h. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. New Mexico Tort Claims Act.

As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

14. Scope of Agreement.

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

15. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

17. Appropriations and Authorizations of State and Federal Funds.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

19. Applicable Law.

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Name: Daniel R. Moran
 Title: Grants Administrator

Address: New Mexico Department of Transportation - Aviation Division
 PO Box 9830
 Albuquerque, NM 87119

Office: (505) 244-1788 ext. 9112
 Fax: (505) 244-1790
 E-mail: dan.moran@state.nm.us

Name	MIKE LEWIS		
Title	AIRPORT MANAGER		
Sponsor	FARMINGTON, CITY OF		
Address	800 MUNICIPAL DR		
City	FARMINGTON	NM	Zip Code 87401
Office Phone	+1 (505) 599-1462	Fax	
E-Mail	mlewis@fmtn.org		

21. Amendment.

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended by:

By: _____
Aviation Division Director
or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

SPONSOR

Print Name: City of Farmington

By: _____
Tommy Roberts

Date: _____

Title: Mayor

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

ORDINANCE NO. 2016-1283

AN ORDINANCE AMENDING CHAPTER 20 OF THE FARMINGTON CITY CODE
DEALING WITH LAKE FARMINGTON

WHEREAS, the City of Farmington has received requests from members of the public to use Lake Farmington for training and special events; and

WHEREAS, it is necessary to allow maintenance workers access to the waters of Lake Farmington; and

WHEREAS, the City Council finds it necessary to amend Chapter 20 to allow for such beneficial uses of Lake Farmington.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FARMINGTON:

Section One: Section 20-3-7, Swimming, bathing or polluting of waters, is amended to read as follows:

"No washing, wading, swimming, bathing or polluting of the waters of Lake Farmington shall be permitted. The city manager shall have discretion to grant a waiver allowing such activities for beneficial purposes such as, but not limited to, training, special events and maintenance of the dam and lake."

Section Two: All other provisions of Chapter 20 shall remain the same.

PASSED, SIGNED, APPROVED AND ADOPTED this 8th day of March, 2016.

Tommy Roberts, Mayor

SEAL

ATTEST:

Dianne Smylie, City Clerk

CITY OF FARMINGTON
INTER-OFFICE MEMORANDUM

TO: Mayor Roberts and City Council

FROM: Kristi Benson, CPPO, CPPB *KB*
Purchasing Supervisor

DATE: March 3, 2016

SUBJECT: Request for Qualification-based Proposals for Professional Architectural Services for ADA Improvements at Park Sites, RFQP #16-113810

USING DEPARTMENT: Community Development/Parks, Recreation and Cultural Affairs

=====

Qualification-based proposals opened on February 11, 2016, for professional architectural services for the ADA Improvements at Park Sites. Two offers were submitted.

The Central Purchasing Department concurs with the recommendation from the evaluation committee to award the contract to FBT Architects/Groundworks Studio, the top evaluated firm. Award is based on the pricing schedule for services as required and contingent upon approval by the U.S. Department of Housing and Urban Development. The in-state preference does not apply to this project due to federal grant requirements. The final rankings are listed below:

FBT Architects/Groundworks Studio – Albuquerque, NM
James R Dennis Associates – Farmington, NM

Kristi Benson (Presenter)
Council Meeting 3/8/16 Close/Reopen

xc: H. Andrew Mason, CPFO, Administrative Services Director
Mary Holton, Community Development Director
Cory Styron, Director of Parks, Recreation and Cultural Affairs
File – 16-113810

Evaluation Committee:
Cory Styron, PRCA
Mary Gardocki, PRCA
Brian Bobeck, PRCA
Tom Swenk, HR

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, February 23, 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:

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 Pastor Jerry Strickler of Crossroads Community Church.

Councilor Fischer 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 February 9, 2016.

*BID: The Chief Procurement Officer recommended that the bid for safety improvements at the intersection of San Juan Boulevard and Scott Avenue (Public Works) be awarded to MWI, Inc. on its low bid of \$503,054.40. Bids opened January 4, 2016 with two bidders participating.

*GRANT MODIFICATION 3 TO AWARD NO. G15SN0010A between the City and the Office of National Drug Control Policy increasing the award amount by \$20,000 for the High Intensity Drug Trafficking Areas Program (HIDTA) (total award \$241,314).

*ADOPTION OF RESOLUTION NO. 2016-1581 authorizing the city manager to prepare and submit a request for funds for construction of the Rock Garden Habitat Improvement Project on the Animas River, pursuant to the New Mexico River Stewardship Program.

*WARRANTS PAYABLE for the time period of February 7, 2016 through February 20, 2016, for current and prior years, in the amount of \$5,803,255.30.

There being no requests to remove any items, a motion was made by Councilor Duckett, seconded by Councilor Rodgers 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. ZC 16-01 from Keystone Investments, LLC, Russell Casazza and John and Amy Clawson, represented by Marlo Webb, requesting a zone change from the IND, Industrial, District to the SF-MH, Single-Family-Mobile Home, District for properties located at 2601, 2605, 2607, 2609, 2701 and 2703 Fox Street.

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.

RECOMMENDATION FROM THE PUBLIC UTILITY COMMISSION/RULES AND REGULATIONS COVERING ELECTRIC SERVICE

Noting that this item was initially presented to the Council at the February 16, 2016 Work Session, Acting Electric Utility Director Rodney Romero announced that staff has made revisions to Rule 1 to accommodate the concerns expressed at that meeting by local realtors.

Utility Business Operations Manager Sue Nipper directed the Council's attention to page 5.1 of the agenda materials and noted that she has recommended that Item No. 2 of the proposed revision asking whether the applicant is the owner or tenant of the premises has been deleted and that Item D has been revised to state that only the party or their duly authorized representative who will be responsible for payment of the utility bills may request service. She stated that she believes that these proposed amendments will address the concerns expressed at the February 16, 2016 meeting and assured the Council that realtors will still be allowed to connect utilities for a prospective customer if authorized to do so.

Councilor Fischer questioned why staff is recommending that the statement, "In some instances, realtors may connect for clients, provided that they agree to be responsible for the bill in the event the prospective Customer does not follow through within the required time limit..." be deleted since the policy seems to be effectively working. In response, Ms. Nipper explained that staff believes that the proposed revisions "cleans up" the policy and assured her that realtors will still be allowed to connect utilities for their clients. Councilor Fischer stated that she would prefer that this statement remain a part of Rule 1.

Councilor Duckett announced that he also met with some of the realtors last week and stated that it is his understanding that by amending Section D to state that duly authorized representatives may connect service for an individual has satisfied their concerns.

Nancy Eaves addressed the Council on behalf of Dimmick Realty. She stated that she does not believe that "cleaning up" the Rule is a good enough reason to support the proposed amendments. She also stated that she is concerned that realtors will not be able to obtain the information needed to proceed with their real estate transactions (e.g. the dates when utilities are initiated and disconnected at certain locations).

Michelle Martinez also addressed the Council on behalf of Dimmick Realty and reported that there is an inconsistency in the type of information that is provided to realtors depending upon the individual employee's interpretation of the Rule. She suggested that employees be trained in order to reduce the frustrations that are being experienced by realtors and appraisers alike. In response, Ms. Nipper assured her that she will schedule a training session, noting that she was unaware of this problem until now.

Mayor Roberts stated that he believes that a reasonable approach would be to proceed with the proposed revisions and then readdress the matter if problems arise.

Thereupon, a motion was made by Councilor Mcculloch, seconded by Councilor Rodgers to approve the proposed revisions to the Rules and Regulations covering Electric Service, as proposed at tonight's meeting. The roll was called with the following result:

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.

UNFINISHED BUSINESS:

- (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 15-01 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.

Councilor McCulloch announced for the record that she has a family member that is involved in the subject project and, as a result, she disqualified herself from discussing or voting on the subject petition. She left the room at 6:19 p.m.

With regard to the issues that were discussed at the February 9, 2016 regular City Council meeting concerning ex parte discussions and the possibility for a rolling quorum, Mayor Roberts announced that he met with Mr. Bingham following the last Council meeting but stated for the record that he did not indicate to Mr. Bingham how he would be voting on the matter. Mr. Bingham confirmed Mayor Robert's statement to be true and stated that it also true for Councilors Rodgers, Fischer and Duckett whom he also met with.

Providing background information and utilizing a Powerpoint presentation, Associate Planner Keith Neil reported that the subject subdivision consists of three lots on 3.94 acres of land which are zoned OP, Office Professional. He reported that the original Nygren Subdivision No. 5 was surveyed on April 30, 1991 and recorded on June 26, 1992. It consisted of three lots, with Lot 1 being 4.36 acres; Lot 2 being 8.27 acres and Lot 3 being 0.64 acres. He noted that Nygren Subdivision No. 5, Replat A, was surveyed on August 24, 1992 and recorded on October 14, 1992 and divided Lot 2 into two tracts with Tract 2A being 4.47 acres and Tract 2B being 3.80 acres. Furthermore, he pointed out that the subject petition would consolidate Lot 2, Tracts A and B, with the adjacent property owned by WBR properties (acquired from the City in September 1996 through a land exchange agreement) and then subdivide them into three new tracts to be known as Lots B-1, B-2 and B-3. He noted, however, that Lot B-1 (owned by the Pond family), located just north of the subject lots, was created through a warranty deed in July 1996 which did not comply with the subdivision regulations at that time because Section 6.3B of the Unified Development Code ("UDC") states that, "...all lots of record subdivided after July 22, 1971 are required to follow summary plat guidelines" to be legally recognized as a subdivision. Mr. Neil stated that if the subject petition is approved, Lot B-1 will be a legally-subdivided parcel. Furthermore, he noted that Lot B-2 would total 2.18 acres and is currently being developed as a medical office for Four Corners Spine and Pain (owned by Dr. and Mrs. Thad Ray). He reported that through staff's research, it was determined that the original property owner, William Nygren, entered into an Agreement with the City in January 1992 ("1992 Agreement") regarding the future development of Cliffside Drive. He directed that Council's attention to pages 6.1 and 6.3 of the agenda materials and clarified that the statement, "the City of Farmington is responsible for improvements on Cliffside Drive from Huntzinger Avenue to Farmington Avenue when the City believes it is an appropriate time for the improvements to take place. If the property owner wishes to develop land that is adjacent to Cliffside Drive, the owners shall be required to bear the cost of such improvement." was inadvertently put in quotes. He did point out, however, that Article II, Section 2A of that agreement states that the City agrees, "subject to the understanding set forth in Article III, Section 4 hereof, to assume responsibility for the improvement and the paving of the east one-half of Farmington Avenue located on Tract 3 and the north and south halves of Cliffside Drive located on tract 13 at such time as such portions of Farmington Avenue and Cliffside Drive require improvement in the future." However, he noted that Article III, Section 5, states, "Should the owners wish to develop land adjacent to

Farmington Avenue or Cliffside Drive which may require the improvement of Farmington Avenue or Cliffside Drive or any parts thereof prior to the time when the City shall determine that there is a need for Farmington Avenue or Cliffside Drive, as specified in paragraph 4 above, owners shall be required to bear the cost of such improvement required by such development..." Mr. Neil contended that it is staff's position that the property owner should bear the cost to construct Cliffside Drive because of 1) the construction of the medical office; 2) the request for subdivision of the property; and 3) the shared access with proposed Lot B-2 to Cliffside Drive through proposed Lot B-3. He explained that proposed Lot B-3 will be 1.01 acres in size, noting that the triangle-shaped piece of property located in the southwest corner was originally obtained by the City as right-of-way for the construction of Farmington Avenue but was later determined to be unnecessary. As a result, this section was exchanged with WBR Properties for property located along Piñon Hills Boulevard. In closing, Mr. Neil announced that the Community Development Department is recommending approval of the subject petition, subject to a) the improvements to Cliffside Drive being completed prior to the issuance of a Certificate of Occupancy for the medical office on proposed Lot B-2; and b) the property owner being responsible for improvements to the western half of Huntzinger Avenue from Cliffside Drive to the northern property line if access is proposed in the future from Lot B-2 to Huntzinger Avenue.

Mayor Roberts asked staff who made the determination that the petitioner should be responsible for developing Cliffside Drive. In response, City Attorney Jennifer Breakell stated that it is her legal opinion that the petitioner is financially responsible for the construction of Cliffside Drive based upon the verbiage in the 1992 Agreement because their development is triggering the need for the roadway. She stated that it is also her opinion that the City would be responsible for the costs if it decided that Cliffside Drive needed to be developed. In response to further inquiry from Mayor Roberts with regard to Article III, Section 5 of the 1992 Agreement, Ms. Breakell explained that it is her interpretation that the phrase "which may require the improvement" is triggered because of the shared access between Lots B-2 and B-3.

Attorney Seth Bingham addressed the Council on behalf of Dr. and Mrs. Ray. He announced that during his first meeting with Ms. Breakell and Community Development Department staff he asked if the drawing that was submitted by George Walters of Cheney-Walters-Echols was what triggered them to believe that Cliffside Drive needed to be constructed and stated that their answer was no. He claims that staff indicated to him that the request for the subdivision replat is what triggered the event. Utilizing a Powerpoint presentation, he pointed out that the Farmington Avenue corridor is office/professional in nature; stated that Four Corners Land, LLC does not need or want Cliffside Drive to develop or use the subject property; noted that the minutes from the February 5, 1991 regular City Council meeting indicate by unanimous vote that a variance to the Land Subdivision Regulations (including base, paving, curb and gutter) was granted to Nygren Subdivision No. 5; and stated that an agreement between the City and Nygren Investment was entered into as a result of the variance which required the City to acquire the east half of Farmington Avenue for the construction of Cliffside Drive. He read an excerpt from the February 5, 1991 regular City Council meeting minutes that states, "The request for a variance from the improvement requirement is consistent with previous agreements negotiated with property owners regarding Farmington Avenue and Cliffside Drive in the area of the subject property wherein the City obtained right-of-way in exchange for waiving the street improvements. These agreements stipulated that the City would obtain title to needed right-of-way in exchange for obligating the City to install all required public improvements, excluding sidewalks, sewer lines and water lines. The agreements further provide that the City may determine when the streets will be constructed unless the subdividers want the streets constructed before the City has determined it necessary for system-wide purposes and in that event, the developers will be responsible for the costs of construction." He argued that this verbiage is instructive and should give the Council an understanding of what was intended at that time. He also directed the Council's attention to Section 9 of the 1992 Agreement which states, "The terms of this Agreement shall be binding alike upon the parties hereto and upon their heirs, executors, personal representatives, successors and assigns" and argued that Dr. Ray is a successor and should be subject to the provisions of the 1992 Agreement. He also argued that the 1992 replat of Lot 2 into two tracts did not trigger any obligation to improve

Cliffside Drive and stated that he does not believe that the proposed replat should trigger it either. He also assured the Council that Dr. Ray has no intention of having an access road that goes down to Cliffside Drive to serve proposed Lot B-3 or the remainder of Lot B-2. Lastly, Mr. Bingham pointed out that the newly-constructed building for Four Corners Spine and Pain is nearing completion and stated that staff had indicated that the City will issue a conditional/temporary Certificate of Occupancy if Four Corners Land, LLC gets a bond for the cost of the full improvement of Cliffside Drive. He noted that the preliminary estimate for the full improvement costs are approximately \$227,019 and stated that Section 6.8.2(A) of the UDC requires a Performance Bond that is for 125 percent of the costs of the required improvements. Following his presentation, Mr. Bingham suggested that the Council recognize 1) that the 1992 Agreement is binding on the City and the successors in interest to the Nygren Agreement; 2) that under the 1992 Agreement, the variance and waiver for the landowners obligation to improve Cliffside Drive was contractually extended to Four Corners Land, LLC as successor in interest to Nygren Investments; and 3) acknowledge that the contractual rights and obligations of the City and Four Corners Land under the 1992 Agreement supersede the UDC as to the waiver of the landowners obligation to pay for improvements costs for Cliffside Drive. As a result, he recommended that Petition No. PFP 15-01 be approved subject to the terms and conditions of the 1992 Agreement and that staff be directed to issue a Certificate of Occupancy to Four Corners Spine and Pain without the filing of any bond or requirement that Cliffside Drive be improved at the present time.

In response to inquiry from Mayor Roberts, Mr. Bingham stated that he believes that the petitioner would be willing to pay for the improvements to Cliffside Drive if future development of the property warranted it, but stated that he does not foresee the property being subdivided in such a manner that would warrant such an expense. He also pointed out that Dr. Ray has a potential buyer for proposed Lot B-3.

Mayor Roberts asked Ms. Breakell if her opinion would change if the petitioner does not propose access to Cliffside Drive. In response, Ms. Breakell referred to a Memorandum dated February 23, 2016 whereby staff has proposed a compromise that would require revising the plat to extend the southern boundary of Lot B-2 eastward to the subdivisions' eastern boundary; removing all references to access from the subdivision to Cliffside Drive; and adding a plat note that states, "Construction of the full width of Cliffside Drive from Farmington Avenue to Huntzinger Avenue is required by the owner or developer prior to any resubdivision of Lot B-3 or Lot B-4 or prior to the issuance of a building permit for Lot B-3 or Lot B-4, whichever occurs first, and the owner or developer is responsible for the construction of Huntzinger Avenue adjacent to this subdivision if access to Huntzinger Avenue is proposed for any lot within this subdivision." She also advised the Mayor that such decision could be deferred until development is proposed.

Councilor Duckett asked at what point in time was Dr. Ray made aware of the subject roadway improvements. In response, Mr. Bingham stated that it was made aware in the sale documents with WBR that if construction of Cliffside Drive was ever required that there would be some agreement between the two of them on the cost. However, he noted that Dr. Ray was not made aware of the fact that the Certificate of Occupancy would not be issued without a Performance Bond being provided or the roadway being constructed. He urged the Council to consider approving the petition as he recommended.

Mayor Roberts asked if staff is in agreement that the petition, as proposed, does not trigger the need for construction of Cliffside Drive, provided that the proposed easement is removed. In response, Ms. Breakell answered yes and Mr. Neil, Senior Planner Cindy Lopez and Community Development Director Mary Holton agreed by a nod of the head.

Councilor Fischer questioned whether the zone designation of OP would prohibit the future need for Cliffside Drive since the use of the property would limit the amount of traffic being generated and pointed out that the construction of the Library is what triggered the need for Farmington Avenue. In response, Ms. Lopez pointed out that a three-story office building with intensive use could be constructed on the subject property which could trigger the need for an additional roadway.

Following further discussion, a motion was made by Councilor Fischer, seconded by Councilor Duckett to adopt the recommendation from

the Planning and Zoning Commission to approve Petition No. PFP 15-01 from Four Corners Land, LLC and to grant preliminary plan/final plat approval for 3.94 acres of land located at 2500 Farmington Avenue, subject to the conditions of the January 27, 1992 Agreement.

Mayor Roberts asked if the Pond's illegal subdivision can be corrected independently of the subject petition. In response, Ms. Lopez explained that the Ponds could choose to be party to the subject petition or submit a new plat that would create a lot separate from the subject property. Following discussion, Mr. Bingham stated that he will work with the Ponds to try and resolve the matter.

Thereupon, the Mayor called for the vote upon the motion to adopt the recommendation from the Planning and Zoning Commission to approve Petition No. PFP 15-01 from Four Corners Land, LLC and to grant preliminary plan/final plat approval for 3.94 acres of land located at 2500 Farmington Avenue, subject to the conditions of the January 27, 1992 Agreement. The roll was called with the following result:

Those voting aye:	Linda Rodgers Mary M. Fischer Nate Duckett
Those voting nay:	None
Those disqualified from voting:	Gayla A. McCulloch

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

Councilor Fischer was assured by staff that the Certificate of Occupancy will be issued without the requirement for a Performance Bond.

Councilor McCulloch returned to the meeting at 7:20 p.m.

COMMENDATION OF CITY CLERK DIANNE SMYLIE

Mayor Roberts read in a full a letter that he received from Kirtland Town Clerk Gwen Warner thanking City Clerk Dianne Smylie and her staff for their support and assistance in establishing the new office and in conducting the 2016 Regular Municipal Election.

CITY ATTORNEY BUSINESS

City Attorney Jennifer Breakell presented for discussion a proposed ordinance dealing with training, special events and maintenance at Lake Farmington. The title of such proposed ordinance being:

AN ORDINANCE AMENDING CHAPTER 20 OF THE CITY CODE DEALING WITH LAKE FARMINGTON.

There being no discussion, Ms. Breakell announced that the proposed ordinance will be presented for final action at the March 8, 2016 regular City Council meeting.

BUSINESS FROM THE FLOOR

Statewide Historical Conference

Zang Wood, President of the San Juan County Historical Society, reported that the Statewide Historical Conference will be held here in Farmington, April 14 through 16, and stated that they are seeking volunteers to help with the conference. He proudly announced that Anne Hillerman will be the keynote speaker and he provided the Mayor and Council with information on the upcoming conference.

CLOSED MEETING

A motion was made by Councilor Rodgers, seconded by Councilor McCulloch to close the meeting to discuss request for professional engineering services for the Villa View detention ponds, pursuant to Section 10-15-1H(6) and to discuss the acquisition of real property (riverine trail), pursuant to Section 10-15-1H(8) 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 7:32 p.m. with all members of the Council being present.

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 Duckett to open the meeting for further business, and upon voice vote the motion carried unanimously.

The open meeting was reconvened by the Mayor at 7:43 p.m. with all members of the Council being present.

REQUEST FOR PROPOSALS/PROFESSIONAL ENGINEERING SERVICES FOR THE VILLA VIEW DETENTION PONDS

Purchasing Supervisor Kristi Benson reported that proposals for professional engineering services for the Villa View detention ponds (Public Works) opened on February 2, 2016 with four offerors participating. She recommended that negotiations be commenced with Bohannan-Huston, Inc. as the top evaluated offeror after application of five percent in-state preference.

Thereupon, a motion was made by Councilor McCulloch, seconded by Councilor Rodgers to direct staff to commence negotiations on the proposal for professional engineering services for the Villa View detention ponds with Bohannan-Huston, Inc., as recommended by the Purchasing Supervisor, and upon voice vote the motion carried unanimously.

There being no further business to come before the Council, the meeting was adjourned at 7:45 p.m.

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

Approved this 8th day of March, 2016.

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

Tommy Roberts, Mayor

SEAL

ATTEST:

Dianne Smylie, City Clerk

Work Session of the City Council, City of Farmington, New Mexico, held Tuesday, February 16, 2016 at 9:00 a.m. in the Executive Conference Room at City Hall, 800 Municipal Drive, Farmington, New Mexico, in full conformity with the rules, regulations and ordinances of the municipality.

At such meeting the following were present, constituting a quorum:

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

constituting all the members of the Governing Body.

Also present were:

CITY MANAGER	Rob Mayes
ASSISTANT CITY MANAGER	Bob Campbell
CITY ATTORNEY	Jennifer Breakell
DEPUTY CITY CLERK	Andrea Jones

ANNUAL AUDIT/COMPREHENSIVE ANNUAL FINANCIAL REPORT

Administrative Services Director Andy Mason introduced Jim Thompson and Jaime Rumbaoa of Moss Adams LLP. Utilizing a Powerpoint presentation, Mr. Thompson reported that the City's Fiscal Year 2015 audit was good and resulted in an unmodified or "clean" opinion. He explained that the role of the external auditor is to be independent, unbiased and nonpolitical and pointed out that the federal government requires an annual audit for entities utilizing federal funds. Mr. Rumbaoa reviewed the aspects of General Accounting Standards Board Statement No. 68 ("GASB 68") and noted that Fiscal Year 2015 was the first year of implementation. He reported that GASB 68 is an estimated net pension liability (including other pension components); stated that it is based on the Public Employees Retirement Association of New Mexico's (PERA) schedule of employer allocations and pension amounts; and pointed out that the implementation of GASB 68 did not impact the City's governmental fund financial statements. Mr. Rumbaoa noted that the two previous audit findings have been resolved and reported that there were no compliance findings and only one internal control finding for this year's audit. Mr. Thompson reiterated that the City received a clean opinion and no adjustments were required and expressed that the City is truly blessed to have its financial staff.

Mr. Mason reported that implementation of GASB 68 was a challenge that staff handled well and he introduced his financial staff: Controller Brooke Quintana, Enterprise Accountant Sheree Wilson, Staff Accountant II Michelle Bedonie, Staff Accountant II Sarah Talley and Staff Accountant I Debi Dalton. City Manager Rob Mayes recognized former Controller Eric Schlotthauer who was present in the audience and expressed his appreciation for his dedication to the City.

Mayor Roberts praised Mr. Mason and his entire staff for their expertise, dedication and efforts. Thereupon, a motion was made by Councilor McCulloch, seconded by Councilor Rodgers to accept the Fiscal Year 2015 annual audit, as presented, and upon voice vote the motion carried unanimously.

PROPOSED REVISIONS TO THE RULES AND REGULATIONS COVERING ELECTRIC SERVICE

Acting Electric Utility Director Rodney Romero stated that the purpose of today's presentation is to provide information to the Council regarding the proposed revisions to the Rules and Regulations covering Electric Service ("Rules") and he introduced Electric Utility Operations Business Manager Sue Nipper. Referring to the large binder distributed to the Council, Ms. Nipper pointed out that a summary of the substantial changes is included at the front and noted that most of the revisions are correcting grammatical and formatting errors. She reported that the

Rules have not been updated in approximately 30 years and stated that this tedious process of revision began three years ago. Additionally, Ms. Nipper reported that the fee schedule has also been revised; noted that the Public Utility Commission ("PUC") recommended approval of the proposed revisions to the Rules at their January 13, 2016 meeting; and stated that adoption of the proposed revisions to the Rules will be requested at the February 23, 2016 regular City Council meeting.

At the direction of the Mayor, Ms. Nipper reviewed the revisions of most concern to the San Juan County Home Builders Association ("SJCHBA") which include revisions to Rule Nos. 13 (Character of Service), 16 (Temporary, Mobile Home, Subdivisions, Multiple Occupancy Units and Special Services) and 17 (Line Extension Policy for Overhead and Underground Distribution). She confirmed that these revised Rules were submitted to SJCHBA with no response to-date and stated that no other entities were supplied with the proposed revisions for comment.

PUC members Tory Larsen and Marty Johnson expressed their appreciation for Mr. Romero and Ms. Nipper's efforts in revising the Rules. Mr. Larsen noted that the PUC voted unanimously to approve the proposed revisions and Mr. Johnson reported that SJCHBA is satisfied that the issues they presented were addressed appropriately by staff.

Following brief discussion, Councilor Fischer requested that staff provide Rule No. 1 to the San Juan County Board of Realtors for review and to provide the Council with the increased revenue projections if the revised fee schedule is approved. Ms. Nipper confirmed that staff would provide the information as requested and guessed that the proposed fee increases may be the only negative impact on the community. In response to Councilor Duckett's inquiry, City Manager Rob Mayes reported that some of the increased fees are punitive in nature while some are recouping direct costs that have increased over the past 30 years.

There was no response to the Mayor's call for comment from the audience.

BID/PURCHASE OF BATTERIES, RACK AND CHARGER

Purchasing Supervisor Kristi Benson reported that bids for the purchase of batteries, rack and charger (Electric Utility) opened on February 9, 2016 with eight bidders participating. She recommended that the bid be awarded to McKinley Sales Company, Inc. on its low bid meeting specifications after application of five percent in-state preference of \$36,234.80 and that the bid received from Summit Electric be rejected for being non-responsive and not meeting specifications.

Thereupon, a motion was made by Councilor McCulloch, seconded by Councilor Duckett to award the bid for purchase of batteries, rack and charger to McKinley Sales Company, Inc. as the lowest responsible bidder and that the bid received from Summit Electric be rejected for being non-responsive and not meeting specifications, and upon voice vote the motion carried unanimously.

SEMI-ANNUAL FINANCIAL UPDATE FOR FISCAL YEAR 2015

Utilizing a Powerpoint presentation, Administrative Services Director Andy Mason reported that for the six months ending December 31, 2015 gross receipts tax revenues ("GRT") for all funds are 2.6 percent (or \$683,000) below the prior year. Mr. Mason reviewed the graph showing the 25 year GRT revenue history; reported that expenditures in the General Fund for Fiscal Year 16 are running at 98 percent of the budget; noted that revenues in the Electric Utility Fund are \$2.75 million over budget and that expenditures are \$6.1 million under budget; pointed out that revenues in the Water Fund are \$1.41 million higher than expenditures; and stated that revenues in the Wastewater Fund are \$1.41 million less than expenditures.

Councilor Fischer announced that she recently saw something on the news regarding a permanent prohibition against taxing internet sales. Mr. Mason reported that a moratorium has been put into place that has been continually extended and confirmed that he would research the matter.

Councilor Fischer left the meeting at 10:02 a.m.

In response to Councilor Duckett's inquiry, City Manager Rob Mayes reported that the power cost adjustment ("PCA") is the actual cost to purchase power and reiterated that it is not purchase power. He pointed out that typically when PCA goes up that operation and generation costs go down in an offset and stated that it is ultimately breakeven accounting.

APPOINTMENT TO THE CITIZEN POLICE ADVISORY COMMITTEE

Mayor Roberts asked the Council's consideration of the appointment of Rebekah Hernandez (term to June 2018) as a member of the Citizen Police Advisory Committee.

Thereupon, a motion was made by Councilor Duckett, seconded by Councilor Rodgers to confirm the appointment of Rebekah Hernandez as a member of the Citizen Police Advisory Committee, as recommended by the Mayor. The roll was called with the following result:

Those voting aye:	Linda Rodgers Gayla A. McCulloch Nate Duckett
Those voting nay:	None
Those absent:	Mary M. Fischer

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

COUNCIL BUSINESS

Bureau of Land Management Public Forum

Mayor Roberts announced that the Bureau of Land Management ("BLM") will be hosting a public forum today at San Juan College to receive public comment on its proposed rule to reduce waste of natural gas from venting, flaring and leaks. He reported that if implemented, the rule would add significant operational costs to thousands of marginally producing wells which would ultimately result in the permanent plugging of those unprofitable wells. It was the consensus of the Council to allow Mayor Roberts to speak on behalf of the Council at that public forum.

CLOSED MEETING

A motion was made by Councilor Duckett, seconded by Councilor Rodgers to close the meeting to discuss acquisition of water rights (Farmer's Mutual Ditch), pursuant to Section 10-15-1H(8) NMSA 1978, and to discuss limited personnel matters pursuant to Section 10-15-1H(2) NMSA 1978 (City Clerk, City Manager and City Attorney annual evaluations). The roll was called with the following result:

Those voting aye:	Linda Rodgers Gayla A. McCulloch Nate Duckett
Those voting nay:	None
Those absent:	Mary M. Fischer

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

The Mayor convened the closed meeting at 10:19 a.m. with Councilors Rodgers, McCulloch and Duckett being present.

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, and upon voice vote the motion carried unanimously.

The open meeting was reconvened by the Mayor at 11:39 a.m. with Councilors Rodgers, McCulloch and Duckett being present.

There being no further business to come before the Council, the meeting was adjourned at 11:40 a.m.

APPROVED this 8th day of March, 2016.

Tommy Roberts, Mayor

SEAL

ATTEST:

Dianne Smylie, City Clerk