MINUTES
Metropolitan Redevelopment Agency
Board of Commissioners – January 15, 2019

Commissioners Present
John McNeill, D.D.S. - Chair
Jill Tanis – Vice-Chair
Doug Dykeman
Elizabeth McNally
Greg Mills

Commissioners Absent
None

Staff Present
Julie Baird
Michael Bulloch
Mary Holton
Shaña Reeves
Sherry Roach
Karen Walker
Warren Unsicker
Bart Wilsey

Others Present
Billy DuTremaine
Kim DuTremaine
Dr. Bob Leimer
Gloria Leimer
Ben Savoca

1. Call to Order
The meeting was called to order at 4:00 p.m. by Chair John McNeill, and there being a quorum, the following proceedings were duly had and taken.

2. Approval of the December 11, 2018 Minutes
A motion was made by Commissioner Tanis and seconded by Commissioner Dykeman to approve the minutes of the December 11, 2018 meeting. The motion passed unanimously 5-0.

3. Museum of Navajo Art & Culture window concepts – Bart Wilsey
Bart Wilsey gave Commissioners a handout on possible renderings for the window concepts for the Museum of Navajo Art & Culture. An outside designer will be hired to do the final concepts. The concepts in the handout include Navajo rugs, weavings, pottery, and old photos.
Commissioner McNally asked if the 2nd floor windows can be used as well. Mr. Wilsey said they can be, but they are not as visible on the 2nd floor. Mr. Wilsey said a mural on the east wall along with a space for various banners to advertise the current exhibits at the museum are being considered.

The Commissioners gave various comments on the concepts based on the vibrancy of colors and placement of the sign. Commissioner Tanis liked the idea of having a historic photo.

Mr. Wilsey also spoke about the Palmer House project, the history of the house, and the acquisition of neighboring property. The current plan includes an archeological survey, installing a fence on 3 sides of the property, obtaining a budget of $30,000 to fund the Historic Structure Report, HSR, and basic preservation efforts. Mr. Wilsey said he is proceeding with the City becoming a Certified Local Government for Historic Preservation.

Chair McNeill asked what the time frame was for the window concept for the museum. Mr. Wilsey said he was working with a designer and hoped to have the project finished before the summer.

4. **Recommendation and approval of Cottonwood Clinical Services, Inc. request for MRA incentives for interior/exterior remodel and parking lot paving/striping for property located at 653 W. Arrington – Warren Unsicker & Kim DuTremaine**

Warren Unsicker, Director of Economic Development, presented a report and application for the allocation of funds for Cottonwood Clinical Services, Inc. to renovate the parking lot at 653 W. Arrington. Mr. Unsicker explained the history of the building and the amount of renovations necessary due to damage from the building having been vacant for an extended period of time. Employees and clientele for the company will generate GRT for the City and benefit the MRA District downtown. Mr. Unsicker said the owner of Cottonwood Clinical Services is also offering the parking lot after hours for use during City events. The funding for this project will be coming from the Community Transformation and Economic Diversification Fund, CTED.

A motion was made by Commissioner Dykeman to recommend approval of providing an incentive of $60,000 to Cottonwood Clinical Services, Inc. for the renovation of the parking lot. The motion was seconded by Commissioner Tanis. The vote was 5-0.

5. **Consideration and recommendation to City Council regarding the MRA Plan Update**

There was discussion on possible deadlines for the MRA Plan Update, including deadlines for funding sources.

Ben Savoca said edits to the MRA Plan draft are being implemented based on comments made by the Commissioners. He said there were comments on improving connectivity, developing a trail system, and suggestions on the best route for a North/South connection.

Chair McNeill asked the Commissioners to discuss their comments.
Commissioner Tanis said she was concerned about the development of Oscar Thomas Park due to the location so close to the Totah Park area. Also, the path from the Civic Center to Totah Park will split an area that could be an opportunity for a bigger development such as multifamily housing. Ms. Tanis said to develop a path to Oscar Thomas Park, the City will have to purchase easements and will have future maintenance. Ms. Tanis suggested using Orchard Park downtown as the path to the proposed Totah Park because it is a fairly straight connection. She suggested the pathway to be designed with buffered curbs, wider sidewalks, and complimentary landscaping.

Chair McNeill said he agreed with using Orchard Street as the North/South connection and asked for a concept for a connection from Orchard Park to the proposed Totah Park that incorporated the Complete Streets design.

Commissioner McNally agreed with using Orchard Park as well.

Dr. Bob Leimer said he envisions Orchard Avenue as the primary walking and biking street. Dr. Leimer said he feels Allen Street could be eliminated between W. Pinon Street and W. Maple Street, and Behrend Avenue could be used as a second path.

Mr. Savoca clarified that Behrend Avenue can be considered as Phase 2 after Orchard Avenue. Chair McNeill confirmed this.

Commissioner Tanis said it is important to have residential uses in the Animas District and did not feel this was indicated consistently throughout the MRA Plan. She said she would like to see multi-generational housing in that area, as well as Mixed Use with live/work lofts and studios.

Chair McNeill asked about zoning in the Animas District. Ms. Holton said the City is preparing to revise the Comprehensive Plan. As for the MRA Plan, it can be stated that overlay zoning in the Animas District should be explored to ensure the desired blend of uses recommended in the MRA Plan Update during the process of drafting a revised Comprehensive Plan. Mr. Savoca said he will make the recommendation in the MRA Plan to explore the zoning in the Animas District during the development of the new Comprehensive Plan.

Commissioner Tanis made suggestions to revise some of the formatting in the MRA Plan document. She said the MRA District vision statements between the livability guidelines on page B16 and the one that appears in the Future Farmington section do not relate to each other. Mr. Savoca noted these changes.

Commissioner McNally said the senior or aging population appeared to be missing from the MRA Plan. She asked for increased emphasis on connectivity between the different parts of the MRA and the outside neighborhoods. Local neighbors need to feel connected, said Ms. McNally. Mr. Savoca said he will insert statements on the senior population.
Commissioner McNally suggested the introductory assets tie more into the recommendations of the MRA Plan.

Commissioner Dykeman said he is pleased with the comments that have been made.

Chair McNeill said he would like to emphasize the need to use existing resources that have a vested interest with the City shareholders within the MRA such as the River Reach Foundation and the San Juan Regional Medical Center. These entities need to be included in the recommendation that has been made for water features, use of the river trails, food trucks or other amenities along the trails. Dr. McNeill asked that it be included in the MRA Plan. Dr. McNeill said while he appreciates comments made about the Willet Ditch and possible use for water features, he would like to see that statement broadened to include any available water as there are a number of other underground water sources in the MRA. Dr. McNeill said he has requested a map from the City of water sources in the MRA. A mention of collaboration of the medical center needs to be included as the residences have a vested interest in the area and there needs to be transition zones to their medical facilities.

Gloria Leimer said she would like to see connectivity to major points in the city such as the Senior Center and San Juan College. Ms. Savoca said the scope ends at the MRA District although recommendations have been made for connectivity through the Red Apple Transit for San Juan College. The Senior Center is mentioned in the Plan. There are also discussions of various recreational opportunities in Farmington and the surrounding area that includes enhancing the Outdoor Recreation Industry Initiative, ORII.

Chair McNeill asked when the next draft of the MRA Plan will be ready. Mr. Savoca said it should be ready by February 5th as it will need to be heard at City Council on either February 12th or February 26th.

Mary Holton suggested scheduling a special MRA meeting on Tuesday, February 12, 2019 at 4:30 p.m. at HQ, 119 W. Main Street, to discuss and consider the final draft of the MRA Plan before it is presented to City Council.

A motion was made by Commissioner Dykeman to schedule a special MRA Meeting on February 12, 2019. The motion was seconded by Commissioner Mills. The vote was 5-0.

6. **Downtown Complete Streets Update – Sherry Roach**
Sherry Roach said she will be meeting with staff tomorrow at HQ at 9:00 a.m. to discuss site furnishings for the Complete Streets project.

Due to some changes with Stantec and the City project team, there will be a video conference to meet some of the new project members. This will also be tomorrow at HQ immediately following the site furnishings meeting.

The grading and drainage plans were received last month. The Public Works Department and the water line designer met to review those plans. Realines were
given back to Stantec. The new project manager for Stantec will contact Ms. Roach later in the week with the estimated time to submit the next set of drawings.

Ms. Roach said she has been meeting with the City’s Electric Department to work on the final design for the electrical upgrades downtown. They will be starting construction next week.

A surveyor has been hired, Alex Johnson with Johnson Mapping, to prepare the three plats needed for the right-of-way acquisition for the Main Street project.

Due to budget restrictions, the dumpster consolidation is currently on hold.

Chair McNeill asked if the three acquisitions for signs are at Miller, the 4-Corners Bank, and Citizens Bank. Ms. Roach confirmed this.

7. **Downtown Farmington Updates**

Michael Bulloch said he has started a series of new Facebook posts for the Shop Small Shop Local campaign. The phrase featured in the posts is ‘Follow your HeART to Downtown Farmington’. The promotion will continue throughout the year.

Mr. Bulloch said the Art in the Alley project is continuing. Ivan Lee has proposed a mural for the back of 119 W. Main, HQ. It was approved by City Council this morning. Jim Davis will be purchasing the paint for a mural for the back of the Tales of Tomorrow building. Mr. Davis is interested in breaking up the back wall of the building into several murals.

The historic photo mural panels for the area next to Downtown Junkers for the Pocket Park arrived, but were damaged in shipping and had a printing error. NPrint Graphix is reprinting the panels and they should arrive next week. An extension was requested from New Mexico Resiliency Alliance and New Mexico MainStreet until the end of February for construction of the Pocket Park.

Mr. Bulloch reported that the Arts and Cultural District consultants will be visiting Farmington on January 30, 2019, and a “next steps” report will be presented at that time.

New Mexico MainStreet along with New Mexico Gas has announced their 2019 Design Initiative Grant. The application is due by January 28, 2019. Mr. Bulloch said the grant is for a maximum of $10,000 and he would like to apply for it to do something with the breezeway between M&M Tax and Lloyd’s Carpets. Mr. Bulloch presented several possible ideas for that area that include festival lighting, floating shades, and painted surfaces. Commissioner Mills offered to donate benches for the project. Mr. Bulloch said he would be working with Amy Bell of New Mexico MainStreet and Rachelle Crosby, the City’s Park Planner, to create a design if the grant is awarded.

The MRA Commissioners agreed to support Mr. Bulloch’s ideas for the design and approved of the application for the grant.
8. Business from:
   a. Floor – There was no business from the Floor.

   b. Chair – Chair McNeill requested email comments from the Commissioners regarding the MRA Plan be included in the minutes.

   c. Members – There was no business from the Members.

   d. Staff – Mary Holton asked the Commissioners to provide any additional changes to the MRA Plan to the consultants as soon as possible. Copies of the latest MRA Commissioner Orientation Book were provided to the Commissioners. Legal training is being planned for the Commission in the Spring.

9. Adjournment:
   A motion was made by Commissioner Dykeman and seconded by Commissioner Tanis to adjourn. The Metropolitan Redevelopment Agency Board of Commissioners meeting was adjourned at 5:37 p.m.

John McNeill, Chair
Karen Walker, Administrative Assistant
MRA Plan Email Comments from Commissioners

Added at the request of Chair John McNeill
From: John McNeill  
Sent: Mon, Jan 14, 2019 at 10:37 AM  
Mary,

Good morning. I hope all is well. I have a few questions about some “facts” in the latest draft of the plan update for the MRA.

1. How many acres are actually in the MRA? I was initially told it was over 700, but the document states there are 616.4.

2. The document states that Main Street and Broadway are state owned. Is this true? I thought the by-pass was a state thoroughfare.

3. The document suggests the establishment of “Use Zones”. Are these a planner’s tool? Is there a real definition of these and how they are established and affect the lands inside a zone?

4. Is there a definite recommendation in the 2040 MTP for streets and sidewalks for each of our districts in the MRA? If so how do we implement any changes and when do we reference the MTP to be sure we are considering its guidelines as planning goes forward in the MRA?

Thanks for your help. You will be seeing another e-mail with my comments on the latest draft.

Jmcn

From: Bobby Kimball  
Sent: Mon, Jan 14, 2019 at 12:10 PM  
John,

The total acreage based on the GIS data is 617.16 acres. Of which 327.6 fall in the Animas District, 249.3 fall in the Civic Center District, and the remaining 40.2 fall in the Historic Downtown.

Regards,
Bobby

From: Mary Holton  
Sent: Mon, Jan 13, 2019 at 4:14 PM  

Attached are the NMDOT/COF Main/Broadway agreements from Public Works. According to the attached deed, the City has owned Main & Broadway through Downtown since 2004.
NEW MEXICO DEPARTMENT OF TRANSPORTATION
QUITCLAIM DEED

THIS INDENTURE, made and entered into this 31st day of October, 2004, by and between NEW MEXICO DEPARTMENT OF TRANSPORTATION, party of the first part, and CITY OF FARMINGTON, party of the second part.

WITNESSETH: That the said party of the first part, for consideration of Road Exchange Agreement Number D06171, dated October 20, 1993, does by these presents, demise, release and forever quitclaim, unto the said party of the second part and to its heirs and assigns, the following described strip, tract or parcel of land and real estate, lying, situate and being in the County of San Juan, State of New Mexico to wit:

East Main Street, from its junction with Browning Parkway, west to its junction with west Broadway; a distance of approximately 3.23 miles.

Bloomfield Highway, Broadway, and West Main Street, from its junction with East Murray Drive, west to its junction with West Murray Drive; a distance of approximately 3.00 miles.

Scott Avenue, from its junction with US 550 (East Main Street) south to its junction with US 64 (East Broadway); a distance of approximately 0.55 miles.

Pinon Street, from its junction with Murray Drive, east and north to its junction with Broadway Street; a distance of approximately 1.500 miles.

(See Reverse Side)
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversion, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its heirs and assigns forever. IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

STATE OF NEW MEXICO )
) SS
County of SANTA FE )

This instrument was acknowledged before me this 15th day of October, 2004, by Andres Aragon Viamonte in his capacity as Deputy Secretary of Transportation, Planning and Design of the New Mexico Department of Transportation.

Witness my hand and seal the day and year last above written.

Notary Public

My commission expires: 1-15-05

New Mexico Department of Transportation

Andres Aragon Viamonte
November 3, 1993

Mr. Joseph A. Schmitz, AICP  
Director, Community Development  
City of Farmington  
800 Municipal Drive  
Farmington, NM 87401

Dear Mr. Schmitz:

Enclosed for your files are two fully executed (2) copies of the Road Exchange Agreement (D06171) between the Department and the City of Farmington.

Your continued assistance in development and execution of the road exchange agreement is very much appreciated. Please contact me at 827-5547 if you have any questions concerning the agreements.

Sincerely,

[Signature]

James D. Kozak, Supervisor  
Special Studies Section  
JDK:LSG:1g

enclosures

cc: Ron Forte, Deputy Secretary  
Charles Barbee, District 5 Engineer
ROAD EXCHANGE AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of October, 1993 by and between the New Mexico State Highway and Transportation Department, hereinafter referred to as the DEPARTMENT, and the City of Farmington, hereinafter referred to as CITY.

WITNESSETH,

WHEREAS, the DEPARTMENT and CITY desire to implement a comprehensive road and street administration policy in the City of Farmington; and

WHEREAS, the parties believe that, by making an agreement, to better define each party's responsibility for improving and maintaining public roads and streets in the FARMINGTON area, users of the road and street system will experience a higher level of service;

WHEREAS, the parties agree that certain road and street exchanges need to occur to better align the jurisdictional responsibilities of the parties regarding the public roads and streets in the CITY; and

WHEREAS, the parties have the right and power to enter into this AGREEMENT;

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this AGREEMENT, the DEPARTMENT and the CITY agree as follows:

1. ROAD SYSTEM EXCHANGES

1.1 This road exchange agreement herein is being undertaken in conformity with State Highway Commission Policy 91-77 and to meet the Road Exchange requirements as identified in the DEPARTMENT'S current Five Year Plan for the following projects:
1.1.1. Control No. 2144/SP-P-5001(223) (Farmington
Bypass): Right-Of-Way Acquisition and New Construction, Phase
IV of the Murray Drive Bypass, Miller Street. Estimated project
costs are $2,414,000; approximate project length is 1,500 miles;
project completion is scheduled to be completed in 93/94. The
State shall assume sole responsibility of and title shall vest
in the State for this road upon completion of this project.

1.1.2. Control No. 2985/SP-P-5001 (Farmington Bypass):
Right-Of-Way and New Construction of Murray Drive west from its
junction with NM 371 to it junction with US 64. Estimated
project costs are $2,000,000; approximate project length is
0.900 miles, project is scheduled for development in 95/96.
The State shall assume sole responsibility of and title shall vest
in the State for this road upon completion of this project.

1.1.3. Control No. 9570/TPE-7745(1): West Navajo Street
Landscaping and Bicycle Improvements. Estimated project costs
are $195,000; approximate project length is 0.20 miles, project
is scheduled for development in 93/94. The CITY shall assume
sole responsibility and title shall vest in the CITY for these
improvements upon completion of this project.

1.1.4. Control No. 9583/TPE-7745(2): Foothills Drive
Sidewalks and Landscaping Improvements. Estimated project costs
are $99,000; approximate project length is 0.84 miles, project
is scheduled for development in 94/95. The CITY shall assume
sole responsibility and title shall vest in the CITY for these
improvements upon completion of this project.

1.2 RESURFACING PROJECTS BY DISTRICT 5 ENGINEER

1.2.1. The DISTRICT 5 ENGINEER shall resurface the
following roads and scheduling for the projects shall be
mutually agreed upon by the DISTRICT 5 ENGINEER and the CITY.

1.2.2. Resurfacing of East Main Street (Old US 550) from
its junction with Fairgrounds Road, east to its junction with
Browning Parkway; a distance of approximately 1.11 miles.

1.2.3. Resurfacing of West Main Street and Broadway (Old
US 64) from a point 800 feet west of its junction with West Main
and Broadway, east to the Animas River bridge; a distance of
approximately 1.71 miles.

1.3 ROADS TRANSFERRED FROM DEPARTMENT TO CITY WITH JOINT
CITY AND DEPARTMENT MAINTENANCE

1.3.1. Both parties agree that the following Roads (8.33
miles) shall be deleted from the DEPARTMENT’S State Highway
System and the State Highway Maintenance System and shall be the
sole jurisdiction of and title shall vest in the CITY:

1.3.2. East Main Street, from its junction with Browning Parkway, west to its junction with west Broadway; a distance of approximately 3.23 miles.

1.3.3. Bloomfield Highway, Broadway, and West Main Street, from its junction with East Murray Drive, west to its junction with West Murray Drive; a distance of approximately 3.00 miles.

1.3.4. Scott Avenue, from its junction with US 550 (East Main Street) south to its junction with US 64 (East Broadway); a distance of approximately 0.55 miles.

1.3.5. Finon Street, from its junction with Murray Drive, east and north to its junction with Broadway Street; a distance of approximately 1.500 miles.

1.4 ROADS RETAINED BY DEPARTMENT WITH JOINT CITY AND DEPARTMENT MAINTENANCE

1.4.1. Both parties agree that the following highways (11.46 miles) shall be retained on the DEPARTMENT’S State Highway System:

1.4.2. US 550 (East Main Street) from its easterly Farmington City limits, west to its junction with Browning Parkway; a distance of approximately 5.09 miles.

1.4.3. US 64 (West Main Street) from the westerly Farmington City limits, easterly to its junction with West Murray Drive; a distance of approximately 2.70 miles.

1.4.4. US 64 (Bloomfield Highway) from the easterly Farmington City limits, west to its junction with East Murray Drive; a distance of approximately 1.85 miles.

1.4.5. NM 170 (La Plata Highway), from its junction with US 64, north to the northerly Farmington City limits; a distance of approximately 1.82 miles.

1.5 ROADS TRANSFERRED FROM CITY TO DEPARTMENT WITH JOINT CITY AND DEPARTMENT MAINTENANCE

1.5.1. Both parties agree that the following roads (4.91 miles) shall be deleted from the CITY’S Public Street System and shall be the sole jurisdiction of and title shall vest in the STATE:

1.5.2. Browning Parkway, from its junction with US 550 (East Main Street), south to its junction with US 64 (Bloomfield...
Highway); a distance of approximately 1.83 miles.

1.5.3. East and West Murray Drive from its junction with US 64 (Bloomfield Highway), west to its junction with US 64 (West Main Street); a distance of approximately 3.00 miles.

1.6 Both parties agree that any road or street removed and contained in this AGREEMENT from the State Highway System and State Highway Maintenance System shall remain eligible for funding for improvements under appropriate State programs.

1.7 The DEPARTMENT agrees to be responsible for pursuing the change in formal designation of US 550 from its present location on East Main Street from Browning Parkway west to Scott Avenue to a new location on Browning Parkway from East Main Street to the Bloomfield Highway (US 64). Such re-designation of US 550 shall occur simultaneously with the transfer of the Right-Of-Way between the parties or as soon as possible thereafter and upon approval by AASHTO. The CITY agrees to provide a resolution supporting this action which then shall be incorporated by reference into this AGREEMENT.

1.8 The DEPARTMENT agrees to be responsible for pursuing the change in the formal designation of US 64 from its present location on the Bloomfield Highway, Broadway, and West Main Street from East Murray Drive intersection to its intersection with West Murray Drive to Murray Drive from the intersection of Bloomfield Highway to its intersection with West Main Street. The request for re-designation of US 64 shall also include a request to retain a designation of Business US 64 for that section of US 64 and establishment of a Business US 64 shall occur simultaneously with the transfer of the Right-Of-Way between the parties, or as soon as possible thereafter and upon approval by AASHTO. The CITY agrees to provide a resolution supporting this action which then shall be incorporated by reference into this AGREEMENT.

1.9 The parties agree that any existing air space agreements or encroachment permits between an adjoining land owner and the party having current jurisdiction for the right-of-way shall be transferred to the party who is assuming jurisdiction.

1.10 The DEPARTMENT shall review all existing Air Space/Encroachment Agreements to be transferred from the CITY to the DEPARTMENT.

2. CITY MAINTENANCE OF STATE ROADS WITHIN ITS MUNICIPAL LIMITS

2.1 The CITY agrees to provide routine maintenance for the State Roads listed paragraphs, 1.4 and 1.5 above.
2.2 The DEPARTMENT and CITY agree the routine maintenance activities shall include, but are not limited to the following:

Patching Activities,
Roadway Sweeping,
Crack Sealing,
Drainage Structure Cleaning,
Ditch Cleaning,
Erosion Repair,
Vegetation Control,
Litter Pickup and Control,
Sign Maintenance,
Striping,
Snow Plowing,
Sanding and Salting.

2.3 The activities for routine maintenance shall be periodically reviewed jointly by the DEPARTMENT and CITY.

2.4 The DEPARTMENT agrees to provide the CITY with maintenance materials for the maintenance of the roads listed in paragraphs 1.4 and 1.5 above.

2.5 The type and quantity of the maintenance materials to be supplied by the DEPARTMENT shall be mutually agreed upon by the District Five Engineer and the CITY. Those maintenance materials shall include but not be limited to the following materials:

Traffic Paint and Beads,
Sand,
Crack Sealing Materials,
Patching Materials

3. FUTURE ROAD AND STREET SYSTEM EXCHANGES

All parties agree that the public road and street system in the CITY is a dynamic system and that the functional character of a road may change over time. It is agreed that should either party determine that a significant change has taken place, that party shall notify the other party of its desire to commence negotiations to effect the jurisdictional transfer of said road. The parties agree that they each will undertake said negotiations in good faith.

4. CONVEYANCE OF TITLE

The parties agree that the documents conveying title for all public roads and streets described in Section 1 herein shall be prepared and executed by the appropriate party and delivered to the other party as soon as practical after execution of this AGREEMENT, and completion of any condition precedents to the conveyance of title.
5. DUTIES SUBJECT TO APPROPRIATION

The Parties recognize and understand that this AGREEMENT contemplates indirectly the expenditure of funds which must be appropriated and allocated by their respective legislative bodies. Both parties agree that this AGREEMENT and the terms hereof are subordinate to the rights of these legislative bodies and not binding on them. Therefore, both parties agree that the duties and responsibilities imposed on each of them herein are to be performed pursuant to their respective fiscal allocations. Although the parties shall be required to request the necessary appropriations hereunder, a good faith effort to secure funding is sufficient and it shall not constitute a breach of this AGREEMENT if such duties are performed to whatever level is possible within the funds actually appropriated and allocated to both parties by their respective legislative bodies.

6. LEGALITY AND INVALIDITY OF PROVISIONS

The parties agree that in the event any covenant, condition or provision contained in this AGREEMENT is held to be invalid by any court of competent jurisdiction, the validity of any such covenant, condition or provision shall not affect the balance of this AGREEMENT.

7. GOVERNMENTAL INTENT

The parties agree that this AGREEMENT expresses the intent of the government entities hereto; however, this AGREEMENT shall not bind or contract away the discretion of the governmental entities, nor shall this AGREEMENT prohibit the entities from acting within the public interest contrary to terms of this AGREEMENT and in said event the parties shall have the right to renegotiate the terms of this AGREEMENT.

8. AMENDMENTS

The parties agree that any and all amendments to this AGREEMENT, in order to be valid, must be in writing and must be executed by the parties.

9. THIRD PARTY LIABILITY

9.1 It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions of any part of the 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.

9.2 By entering into this AGREEMENT, the CITY and its "public employees" as defined in the New Mexico Tort Claims Act, and the DEPARTMENT and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense(s) and/or do not waive any limitation(s) of liability pursuant to law. No provision in this AGREEMENT modifies and/or waives any provision of the New Mexico Tort Claims Act.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written.

NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

By: [Signature]
Secretary

Date: 10/14/93

CITY OF FARMINGTON

By: [Signature]
Mayor

Date: 10-12-93

Attest:

By: [Signature]
City Clerk

Date: 10-14-93

(Signatures continued on page 8.)
Approved as to legal form by the Office of General Counsel,

By:                                          Date: 9/30/93
Deputy General Counsel

Approved as to legal form by the Office of the City Attorney,

By:                                          Date: 10/7/93
City Attorney

Approved:
New Mexico State Highway Commission

By:                                          Date: 10-18-93
Chairman
From: John McNeill  
Sent: Jan 14, 2019 at 10:51 AM  

Dear MRA Members and Staff,  
Our agenda for the upcoming meeting of the MRA Commission includes a review of the latest draft of the updated MRA Plan. As you have all seen, this is a very long and complicated document (especially in its present form) and I am not sure how to go about a comprehensive review in the meeting. As a result, I have made a document of my findings, thoughts and recommendations which I am forwarding to you in this e-mail. Please feel free to review and create your own list of recommendations so that we can have some order to our discussion and complete it in a reasonable amount of time. I am also forwarding my comments to the authors / contracted consultants so that they will have my review.  
Thank-you for your interest in the MRA and your participation in this process. I especially want to welcome our new members. We are excited to have your input.  
Thanks all  
jmcn
The chapter titled **Assets and Opportunities** has mis-numbered pages. There are six different sections to this chapter and they all begin with the page number B-1.
As a result, all corrections will be listed by the section title in which they are found.

**Assets and Opportunities:** Animas Area; Water Resources:  
first sentence: the hydroelectric plant is east of the MRA not west of the MRA.  
Same section: near end of second paragraph: ...Cedar Street, possible down an old railroad right of way...

**Assets and Opportunities:** Animas Area; Connections  
1st paragraph, second sentence: ... highlights the district’s strengths, ...

**Assets and Opportunities:** Civic Center Neighborhood; Historic Palmer House: First sentence:  
The Palmer house is east of the Civic Center not west. The beginning of the first sentence should read: “The oldest house in Farmington, the Palmer house, just east of the Civic Center, is in…” (note the commas)

**Assets and Opportunities:** Promoting Urban Fabric; First paragraph:  
Where is Exhibit 3-21?

**Assets and Opportunities:** Livavility Design Guidelines: first paragraph, second sentence:  
This is an incomplete sentence and unclear.  
Second paragraph: Page ((X)) has no meaning in this almost final document.  
The word “improves” in the last sentence of this paragraph should be “improve”.

**Assets and Opportunities:** Transportation; in the blue information box:  
Shiprock is not the capital of the Navajo Nation, Window Rock is.

**Future Farmington:** Healthcare Hub; Strategies: 3:  
Encourage the development of additional multifamily and senior housing in the western edge of the Healthcare Hub. (delete the word “on”).
Issues of substance:
The document chapter Assets and Opportunities makes a number of recommendations about what the City or the MRA "could" or "may" do to correct existing issues. Since this is a plan which is intended to be implemented all the "coulds", "mays", and "mights" need to be definite and changed to "should". For example: under Assets and Opportunities, MRA District, Appearance: The sentence "Consistent trash pick-up, building code enforcement, and other blight management measures could improve the attractiveness of the area" should read: "Consistent trash pick-up, building code enforcement, and other blight management measures would improve the attractiveness of the area." i.e. could becomes would; can & may becomes will or should. This seemingly small issue is pervasive throughout the document and weakens its importance and benefit to future users. Please be definite in your recommendations.

Assets and Opportunities: Healthcare Hub; Potential Partner:
Please consider adding a sentence to this paragraph which demonstrates the value of the SJRMC's participation in MRA planning. Perhaps the following will help: "The medical center and its employees are also critical to the creation of a residential hub and neighborhood within the Healthcare and Animas districts of the MRA."

Assets and Opportunities: Historic Preservation: Certified Local Governments;
Is the paragraph which follows here meant to merely educate the City about CLGs, or is it a firm recommendation from you, as planners, to have the City of Farmington become a CLG. If it is only a suggestion how do you recommend the City make the decision to go down this path? Is this a subject of considerable study, public input, consultation etc., etc.?

The first paragraph documents 16% of land area in the MRA is vacant while the graph below shows 18%. This seems like a small difference, but it challenges the credibility of other facts.

Same section: third paragraph, first sentence should read:
"The City of Farmington and Downtown Farmington: A Main Street Project, in collaboration with building and land owners and the New Mexico Main Street Program, have ...."

Assets and Opportunities: Land Status; third paragraph:
This paragraph discusses City owned property in the MRA and states that these tracts of land are opportunities for "catalytic projects". For the benefit of the casual reader of this document please list what these projects might be.

Assets and Opportunities: Development Plan: first paragraph:
It is impossible to find Exhibit B-16 on page B-37.

In the same section; paragraph seven:
There is a recommendation that "the same zoning on either side of a neighborhood" should be established. Is this what is really meant? Why not have one type of zoning on one side and a different type on the other?

Assets and Opportunities: Neighborhood Industrial Zoning; second paragraph:
Please consider changing the first sentence to: The City should achieve this vision by one or a combination of the following:
**Future Farmington:** The Animas; 3. Connect the Animas River Park (Totah Park?) to the downtown core: To accomplish this connection and to design it properly will require the expertise of an urban designer and street engineering. I would like to see a comment about engaging a planning and design company to provide conceptual plans for this connection and its landscaping.

**Future Farmington:** The Animas; Road Map: The fifth bullet point under this heading discusses the zoning classifications which were initially presented in the *Assets and Opportunities* chapter of this document. The list of zoning recommendations in *Assets and Opportunities* from the sections pertaining to the Animas District titled Zoning, Flood Plain, Physical Relationships Between Different Uses, Development Pattern, Establishing Use Zones, Allowable Uses, Promoting Urban Fabric, Neighborhood Industrial Zoning, Performance Based Zoning belong in this section or need to be specifically referenced so that it is clear what the zoning recommendations, plan and process will be. Especially the need to garner a comprehensive zoning plan developed by a land use and zoning expert.

**Future Farmington:** Road Map; Expand recreational opportunities: The second bullet point refers to development of water features. This section needs to address the benefit of collaborating with the River Reach Foundation to plan and accomplish most of the items listed here.

**Future Farmington:** Road Map; Focus on the Animas River as an essential asset in the MRA: I have the same comment here: This section needs to address the benefit of collaborating with the River Reach Foundation to plan and accomplish most of the items listed here.

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**Future Farmington:** Healthcare Hub; Strategies: 1.: Please include a statement about the need to collaborate with SJRMC and the SJRMC Foundation.

**Future Farmington:** Healthcare Hub; Strategies: 2.: The recommendation of “rehabilitation of existing housing” is made. How is this accomplished when they are privately owned and occupied single family dwellings?
From: Jill Tanis  
Sent: Jan 15, 2019 at 12:00 AM  

I also have comments to submit and have attached them to this email. I have piggy backed on Dr. McNeil’s comments and submitted additional comments as indicated by yellow highlight. Additionally, I have submitted a few of my own comments on a separate submission. There is a 'map' that I reference which is not included but I will bring copies of it with me tomorrow.
Typos:

The chapter titled Assets and Opportunities has mis-numbered pages. There are six different sections to this chapter and they all begin with the page number B-1.
As a result, all corrections will be listed by the section title in which they are found.

**Assets and Opportunities:** Animas Area; Water Resources:
first sentence: the hydroelectric plant is east of the MRA not west of the MRA.
Same section: near end of second paragraph: ...Cedar Street, possible down an old railroad right of way...

**Assets and Opportunities:** Animas Area; Connections
1st paragraph, second sentence: ... highlights the district's strengths, ...

**Assets and Opportunities:** Civic Center Neighborhood; Historic Palmer House: First sentence:
The Palmer house is east of the Civic Center not west.
The beginning of the first sentence should read: "The oldest house in Farmington, the Palmer house, just east of the Civic Center, is in..." (note the commas)

**Assets and Opportunities:** Promoting Urban Fabric; First paragraph:
Where is Exhibit 3-21?

**Assets and Opportunities:** Livability Design Guidelines: first paragraph, second sentence:
This is an incomplete sentence and unclear.
Second paragraph: Page ((X)) has no meaning in this almost final document.
The word "improves" in the last sentence of this paragraph should be "improve". Also, insert the word 'and' between the words 'life' and 'visitor'.

**Assets and Opportunities:** Transportation; in the blue information box:
Shiprock is not the capital of the Navajo Nation, Window Rock is.

**Future Farmington:** Healthcare Hub; Strategies: 3:
Encourage the development of additional multifamily and senior housing in the western edge of the Healthcare Hub. (delete the word "on").

**Future Farmington:** The Animas: Road Map pg D-9 1st paragraph: (1) include verbiage addressing 'various housing types'; (2) remove comma: 'live/work, lofts and studios' should read 'live/work lofts and studios'
Issues of substance:

Introduction: Farmington MRA District: pg A-2: Since the previous draft in December, the Farmington MRA Commission Vision, 2009 statement has been removed. The vision statement should appear in the current draft. This new document is an update to the 2009 plan and should reference the vision statement of the original plan as it is still valid to this update. "A safe, vibrant activity center for the Four Corners region where people can live, work, and play as a community."

The document chapter Assets and Opportunities makes a number of recommendations about what the City or the MRA "could" or "may" do to correct existing issues. Since this is a plan which is intended to be implemented all the "couds", "may", and "might" need to be definite and changed to "should". For example: under Assets and Opportunities, MRA District, Appearance: The sentence "Consistent trash pick-up, building code enforcement, and other blight management measures could improve the attractiveness of the area" should read: Consistent trash pick-up, building code enforcement, and other blight management measures would improve the attractiveness of the area. i.e. could becomes would, can & may becomes will or should. This seemingly small issue is pervasive throughout the document and weakens its importance and benefit to future users. Please be definite in your recommendations.

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Assets and Opportunities: Neighborhood Industrial Zoning: second paragraph:
Please consider changing the first sentence to: The City should achieve this vision by one or a combination of the following:

Assets and Opportunities: Industrial Conditions: MRA Conditions: pg C-31: S. Behrend Avenue should be changed to S. Lorena Avenue.

Future Farmington: The Animas; 3. Connect the Animas River Park (Totah Park?) to the downtown core:
To accomplish this connection and to design it properly will require the expertise of an urban designer and street engineering. I would like to see a comment about engaging a planning and design company to provide conceptual plans for this connection and its landscaping.

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2019 MRA Plan Update

Thoughts and Ideas Presented and Submitted by Jill Tanis

Designate use areas for the Animas District: (initially submitted during the October Charette)

The Eastern area and Southeastern area that boarder the Animas River should serve the ORII with access to the river, walking paths, Totah Park and its amenities. Additionally, it should contain the light manufacturing and retail aspects that would support the ORII ideals.

The West and Southwest area currently house the hospital and supporting services such as labs, specialty doctor services, and other health care amenities. This area should continue to generate these types of services and grow in this area. Perhaps this is the area where some of the social type services located on the Central and Eastern portions of the district could be relocated.

The Northern and more Central portion of the district is an area that could develop into a centralized mixed use and residential area that could contain single family & multi-family housing, senior living, live-work situations, along with supporting small businesses such as a grocery store, community center, small library, etc. Placing the residential aspect in this core area would support the proposed river connection corridor(s), provide multi-generational housing and housing for the employees and business owners in the ORII / Totah Park on the East side and the health care providers on the West side, and would also provide the businesses in the entire MRA with the ‘customers’ who would use the local services. Note: in several instances throughout the draft, residential use is not mentioned along with other recommended uses for the Animas District, including the Vision statement in the Livability Design Guidelines on pg B-16 and B-17. A map is included that represents the proposed use areas as described above.

Improve Connectivity to the Animas River: (initially submitted during the October Charette)

There is a proposed multi-modal off-street trail between Elm Avenue and Maple Avenue that would begin north of the Indian Center and meet up with Allen Street at Maple Avenue. Personally, I strongly disagree with this proposal for the following reasons:

- The head of the proposed trail is in the middle of a city block and is only accessible through the parking lots of the Income Support Division facility.
- The portion that is proposed to ‘cut through’ the property located between Elm Avenue and Maple Avenue would require the City to acquire an easement from the property owner. Additionally, this particular piece of land is vacant and could possibly provide an important development opportunity for the Animas District if the property was left whole and intact.
- In addition to purchasing an easement, additional expense would be required to build and maintain the pathway long into the future.
- Multi-modal transportation and pathways may be better accommodated along Orchard, Behrend, and possibly Auburn as the links between the downtown corridor and the river (proposed Totah Park). These streets are already in place and currently serve as ‘collector streets’ between downtown and Pinon Street. The plan update indicates that these streets would need to have sidewalks installed with buffered curbs but wouldn’t it be a better use funds for street and sidewalk upgrades since this will need to be done anyway? The Economic Forecast - Energy section of the plan update indicates the impact of the decline in energy related industries which has directly affected the local economy and GRT revenues for the City. There is positive momentum with current
projects such as acquiring land in the area of the proposed Totah Park, obtaining land along the river to complete the river walk paths, downtown Complete Streets project...is another project really warranted?

- In the Future Farmington: Redevelopment Plan: MRA District: Road Map section, several bullet point recommendations would easily apply to using and improving the existing streets:
  - Capitalize on sightlines such as the direct line of sight between Orchard Park and South Pinon Street
  - Prioritize projects that include buffered sidewalks and bike lanes that are in line with the Complete Streets and Roadway Guidelines as outlined in the 2040 Metropolitan Transit Plan
  - Develop a plan including designs and locations for themed art installations that provide information such as historic interest points and serve as the “breadcrumbs” along a path for self-guided tours
  - Improve the cohesion of the MRA subareas by creating visual “goalposts” throughout the subarea that lead visitors from one attraction to the next and from one subarea to another

**MRA District Vision Statements**

Individual district Vision statements represented in the Livability Design Guidelines section pg B-16 should be the same for each district as they appear in the Future Farmington section pgs D-8 thru D-19 or their content should at least better align with one another.

**Exhibit B-17 Proposed Future Land Use (map)**

This map has been adjusted since the December draft and is challenging to decipher. The color coding is not supported by a legend. The verbiage over the color-coded sections appears to attempt to define the intention of the ‘colors’ but some of these sections contain more than one color-coded section.

**HIP**

ARC: Please define the intended meaning of the word ‘hip’ as used in ‘hip and trendy neighborhood’ and ‘hip housing’.

**Request:** Please consider using a different font. The font occurs to be gray instead of black and is difficult to read.
From: Elizabeth McNally  
Sent: Jan 15, 2019, 7:38 AM

Hello Everyone,
I apologize for the late timing of my email. I have reviewed the draft MRA plan, as well as John McNeill's and Jill Tanis's comments and notes. I am including a few thoughts/comments of my own (see attached). Some of these issues may have already been addressed in the past (sorry about that).

Thank you,
Beth McNally
Comments to MRA Plan Draft
1/14/19

1. Assets and Opportunities Overview
   a. MRA District
      i. Walkability – consider including a reference to link MRA to adjacent neighborhoods.
   b. Animas Area
      i. Water Resources – clarify whether the Willet Ditch option actually means tapping directly into or altering the Ditch itself. It is not clear here.
      ii. Parks and Trails – Oscar Thomas Park mentioned here as an asset but is not included as a Catalytic Project later in the document. How about listing improved connectivity (even sidewalks leading to the park) as a project?
   c. Downtown – this section does not have a “Connections” subsection, which I think is an important factor in each MRA Sub-Area. Consider addressing potential connectivity to link to Civic Center neighborhood, but also to adjacent neighborhoods to the north (across Apache), the northeast (in the somewhat isolated neighborhood located southwest of intersection of Butler/Apache), and west.
   d. Civic Center Neighborhood – this section also missing a “Connections” subsection.
      i. Attractions – the Senior Center is never really mentioned or addressed anywhere in this document. Was this a conscious choice? The Senior Center is an important facility for Farmington (even if it is eventually moved to another location) – and it could tie into creating further opportunity for Farmington to attract seniors. There could also be connectivity projects tied to the Senior Center from adjacent neighborhoods.
   e. Healthcare Hub – this section is missing a “Connections” subsection – consider adding it in. Employees will want connectivity to both Animas District (for recreation) and to Downtown.
   f. Land Use
      i. Vacant Land Analysis – 16%/18%. Is there data that can tell us how this vacant land is currently zoned?
      ii. Flood Plain – does the Farmington MRA really include the banks of the San Juan? I can see that they are in close proximity – but I don’t see where they are within the MRA boundary. As a side note, there is a reason for FEMA to designate flood plains and to update the flood plain
designations periodically. Is there an inherent liability in encouraging the City to work to change flood plain designations, unless there is a significant error on the part of FEMA?

g. Ordinances –
   i. Consider a Sidewalk ordinance that would allow the City, in certain situations, to construct sidewalks on vacant or undeveloped land in an effort to improve connectivity and access to local attractions/important facilities (parks, schools). The City could recover costs of the sidewalk installation when the lot/parcel is improved.
   ii. Nuisance Ordinance – clarify that the pistallate cottonwood trees are prohibited because of the fire danger the cotton presents or improve the sentence. Consider changing the ordinance or introducing a tree program which can help swap out pistallate cottonwood trees for cottonless cottonwood trees.

h. Future Land Use Plan
   i. Exhibit B17 – consider including Orchard Park and Oscar Thomas Park, both of which are presented as “assets” in the beginning of the document.
   ii. Exhibit B17 – consider extending the illustrated pedestrian routes beyond the MRA boundary to reinforce the importance of creating better connectivity with adjacent neighborhoods.

i. US Dept of Housing and Urban Development Affordable Housing Design Advisor – what is the purpose of including this? Are all of these points/considerations being recommended as part of the MRA Plan? If this information is to be included, it should be introduced within the narrative of the document and given a context for its inclusion.

j. Transportation
   i. Mass Transit – is the Greyhound bus still providing service to Farmington?
   ii. Walking Radius – narrative should include time for pedestrian to walk from downtown north and west to adjacent neighborhoods. Mention Senior Center?

k. Real Estate Development
   i. Office Conditions – last sentence on p. 21 does not make sense.
   ii. Exhibits C-31 and C-32 MRA Office Locations and Inventory – include a date for these references.
   iii. Exhibit C-37 and C-38 – Downtown Farmington Business Inventory and Locations – include reference dates.
   iv. Exhibit C-41 and C-42 MRA Industrial Locations and Inventory – include dates of referenced data. Exhibits C-43, C-49, C-50 – include dates.