

A G E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
April 14, 2015
201 W. Chaco, City Hall
6:00 p.m.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. AGENDA APPROVAL

VI. PRESENTATION

- A. Aztec Museum Annual Report - Jimmy Miller, President
- B. Aztec Historical Society Annual Report - Zang Wood

VII. CITIZEN RECOGNITION

VIII. EMPLOYEE RECOGNITION

IX. CONSENT AGENDA

- A. Commission Meeting Minutes, March 10, 2015
- B. Commission Meeting Minutes, March 24, 2015
- C. Special Commission Meeting Minutes March 30, 2015
- D. Travel Requests
- E. San Juan County Emergency Operations Plan 2015
- F. Bid 15-0464 Aztec Arterial Route Sanitary Sewer Utility Improvement Plan, Phase 1-B
- G. FY16 Municipal Fire Protection Fund Distribution Application
- H. Visitor Center Xerox Lease Agreement
- I. FY16 Audit Services Contract

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

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

Note: A final agenda will be posted 24 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410

X. ITEMS FROM CONSENT AGENDA

XI. CITIZENS INPUT (3 Minutes Maximum)

(Citizens who wish to speak will sign up prior to the meeting – this section is for items not otherwise listed on the agenda)

XII. BUSINESS ITEMS

A. Final Adoption of Ordinance 2015-443, An Ordinance Amending Chapter 16, Article VII. Municipal Motor Vehicle Operations Fees

XIII. LAND USE HEARING

None to present.

XIV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XV. DEPARTMENT REPORTS

(When this item is announced, all Department Heads who wish to give a report will move to the podium)

XVI. ADJOURNMENT

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

Note: A final agenda will be posted 24 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410

CITY OF AZTEC
COMMISSION MEETING MINUTES
March 10, 2015

I. CALL TO ORDER

Mayor Pro-Tem Sherri Sipe called the Meeting to order at 6:00pm at the Aztec City Commission Room, City Hall, 201 W. Chaco, Aztec, NM.

II. INVOCATION

The Invocation was led by Judge, Carlton Gray

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Utilities Director, Delain George

IV. ROLL CALL

Members Present: Mayor Pro-Tem, Sherri Sipe; Commissioner, Sheri Rogers; Commissioner, Katee McClure; Commissioner, Roberta Locke;

Members Absent: Mayor, Sally Burbridge

Others Present: City Manager, Joshua Ray; City Attorney, Larry Thrower; City Clerk, Karla Saylor (see attendance sheet)

V. AGENDA APPROVAL

MOVED by Commissioner Locke, SECONDED by Commissioner Rogers to Approve the Agenda as presented

VI. CITIZEN RECOGNITION

None

VII. EMPLOYEE RECOGNITION

William Honka, Community Development Director introduced John Shepard as Temporary Planner. Josh Ray, City Manager introduced Student Intern and City Hall, Tyler Heath.

VIII. CONSENT AGENDA

MOVED by Commissioner Rogers, SECONDED by Commissioner McClure to Approve the Consent Agenda as presented

- A. Commission Workshop Meeting Minutes, February 10, 2015
- B. Commission Meeting Minutes, February 10, 2015
- C. Travel Requests
- D. Law Enforcement Protection Fund Grant
- E. Volunteer Firefighters Annual Reporting
- F. Intergovernmental Agreement with San Juan County for Detention Center Services, Amendment Six
- G. Carter Pest Control Services Agreement Renewal
- H. RFP 2014-230 City Attorney Annual Contract Renewal
- I. Community Development Record Destruction

IX. ITEMS FROM CONSENT AGENDA

None

X. CITIZENS INPUT

None

XI. BUSINESS ITEMS

- A. Intent to Adopt Ordinance 2015-443 An Ordinance Amending Chapter 16, Article VII Motor Vehicle Operations

Delain George, MVD/Utilities Supervisor mentioned that this Ordinance will be to increase the administrative fee from \$3.00 to \$5.00 per transaction. These fees were established in 2010 and have not increased since then.

MOVED by Commission McClure, SECONDED, Commissioner Locke to Approve The Intent to Adopt Ordinance 2015-443 An Ordinance Amending Chapter 16, Article VII Motor Vehicle Operation Fees

A Roll Call Was Taken: All Voted Aye Motion Passed 4-0

XII. LAND USE HEARINGS

None

XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

Josh mentioned that the Golf Course is open and up and running. He mentioned that we are currently taking applications for memberships. Josh mentioned that the new Airport Fuel Tank is currently being installed. Josh also mentioned that the first Motocross race will be in June.

Mayor Pro-Tem Sipe mentioned that she attended the MPO meeting on February 26th and mentioned that there were some NMDOT representative there and that the project for HWY 173 has been pushed back to 2018. She mentioned that DOT will proceed with the upgrades to US64 between Bloomfield and Farmington. She also mentioned that she will be attending ACEC NM Awards Gala in Albuquerque on April 10th.

Commissioner McClure mentioned that she attended the ECHO meeting and that they do not have people calling for the low income housing project. She mentioned that they are talking about cancelling the program because of low participation.

Commissioner Locke mentioned that she will be attending the Library board meeting on March 11th. She mentioned that she had a good time at the Mayor's Ball.

XIV. DEPARTMENT REPORTS

Kate Skinner, Library Director handed a book out to Commission members and Josh named Expect More by David Lankes.

Bil Homka, mentioned that there is a survey on the Web page on the Incubator project. He mentioned that there will be a meeting at the Library open to the Public on March 12th from 4:00pm-5:30pm.

XV. ADJOURNMENT

Moved by Commissioner Rogers, **SECONDED** by Commissioner Locke to adjourn the meeting at 6:37 pm.

Mayor Pro-Tem, Sherri Sipe

ATTEST:

Karla Saylor, City Clerk

MINUTES PREPARED BY:

Karla Saylor, City Clerk

CITY OF AZTEC
COMMISSION MEETING MINUTES
March 24, 2015

I. CALL TO ORDER

Mayor Burbridge called the Meeting to order at 6:00pm at the Aztec City Commission Room, City Hall, 201 W. Chaco, Aztec, NM.

II. INVOCATION

The Invocation was led by City Attorney, Larry Thrower

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Pro-Tem, Sherri Sipe

IV. ROLL CALL

Members Present: Mayor, Sally Burbridge; Mayor Pro-Tem, Sherri Sipe; Commissioner, Sheri Rogers; Commissioner, Katee McClure; Commissioner, Roberta Locke;

Members Absent: None

Others Present: City Attorney, Larry Thrower; City Clerk, Karla Saylor (see attendance sheet)

V. AGENDA APPROVAL

MOVED by Commissioner Locke, SECONDED by Commissioner Sipe to Approve the Agenda as presented

VI. CITIZEN RECOGNITION

None

VII. EMPLOYEE RECOGNITION

None

VIII. CONSENT AGENDA

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Locke to Approve the Consent Agenda with the exception of D. Bid 2015-0445 Church Street Change Order #1, E. Approval to Submit FY15 Youth Conservation Corps Grant Application, and G. Finance Department Xerox Lease Agreement

MOVED by Mayor Burbridge to REOPEN Consent Agenda, SECONDED by Mayor Pro-Tem Sipe To Remove Item E. Youth Conservation Corps Grant Application From Agenda

- A. Commission Special Meeting Minutes, Thursday, March 5, 2015
- B. Commission Workshop Meeting Minutes, March 10, 2015
- C. Travel Requests
- D. Pulled
- E. Removed
- F. 2014 Library GO Bond Agreement
- G. Pulled
- H. Capital Outlay Request-Senior Center

IX. ITEMS FROM CONSENT AGENDA

- D. Bid 2015-0445 Church Street Change Order #1

Mayor Burbridge questioned the additional work expense amount difference of \$11,394.61 from the award by Commission at \$68,999.18 in October 2014 and the Engineers estimated cost at \$81,830. Kathy Lamb, Finance Director mentioned that the difference of \$11,394.61 will be covered by the Road Fund.

MOVED by Mayor Burbridge, SECONDED by Commissioner Rogers to Approve Bid 2015-0445 S. Church Avenue Project-Change Order #1 for the Amount of \$11,394.61 plus GRT

- E. Approval to Submit FY15 Youth Conservation Corps Grant Application

Mayor Burbridge reopened the consent agenda to remove item from consent agenda with a Seconded vote from Mayor Pro-Tem Sipe.

- G. Finance Department Xerox Lease Agreement

Kathy mentioned that the copy rates are less than the new agreement. She mentioned that the costs in the budget have been less than they have been in the past. The Finance Department prefers to replace the existing machine with a newer model on a four year lease agreement.

MOVED by Mayor Burbridge, SECONDED by Commissioner McClure to Approve Lease Agreement With Xerox Corporation for Xerox Work Center W7845PT for Finance Department

X. CITIZENS INPUT

Twana Burchfield addressed Commission on a water leak in her mother's home a year ago. She mentioned that her mother requested the water to be shut off at the residence by the City and instead the water was turned on which resulted in damages to personal property at the residence. She was instructed to hire a company to fix the damages and file a tort claim with the City. She mentioned she had to request a receipt from the company that did the work to turn in with the tort claim. She filed the claim and was denied because it was over the time frame to submit to Insurance. She wanted to make Commission aware that all she is asking for is to be reimbursed for the money she has paid to get the damages taken care of in the house.

XI. BUSINESS ITEMS

A. Final Adoption of Ordinance 2015-442 An Ordinance Amending Chapter 16, Article II Parks & Recreation Fees.

Kathy mentioned that upon review staff has decided to change a couple of the fees to include tax. There have been no comments from the Public.

MOVED by Mayor Pro-Tem Sipe, SECONDED, Commissioner Rogers to Approve The Final Adoption of Ordinance 2015-442 An Ordinance Amending Chapter 16, Article II Parks & Recreation Fees

A Roll Call Was Taken: All Voted Aye Motion Passed 5-0

XII. LAND USE HEARINGS

A. 2015-017 Application for Concurrent Preliminary and Final Plat Approval for the Ignatius Homes Minor Subdivision, located in Section 34, T31N, R11W, NMPM, San Juan County, NM; and Variance to Subdivision Regulation Requirements for Improvements and Design

Mayor Burbridge opened the Land Use Hearing for 2015-017 Application for Concurrent Preliminary and Final Plat Approval for the Ignatius Homes Minor Subdivision, located in Section 34, T31N, R11W, NMPM, San Juan County, NM; and Variance to Subdivision Regulation Requirements for Improvements and Design. Mayor Burbridge stated that this hearing would be conducted under Procedures mandated by the New Mexico Court of Appeals in Battershell versus the City of Albuquerque, which were intended to protect the due process rights of our parties. Mayor Burbridge subsequently identified the parties and City Staff. Mayor Burbridge then asked Commission if they would accept the parties and they did. She reviewed the procedures and then asked if any members of the Commission had a conflict of interest, bias, or engaged in ex parte communication, there were none. Mayor Burbridge then swore in the parties and reviewed the Order of Presentation.

John Shepard, Planner reviewed the staff summary and finding of facts with Commission. He mentioned that this application for a minor three-lot subdivision of 3.03 acres, located at 24 Road 2892 north of the city of Aztec in the 3-mile Planning & Platting Jurisdiction (PPJ). Access to the site is by way of Road 2896, a paved County road. Water will be provided by North Star rural water, with individual septic systems as permitted in the County. He mentioned that the applicant is requested two variances. One being a variance from Sec 23-85-3 is required, to allow the depth of Lot 1 and Lot 3 to exceed three (3) times the width. The Subdivision backs to the Animas River, and there are large trees existing on site that restrict a more regular division of lots and the second variance from Sec 23-92-1, 23-29-9, 23-131-1, and 23-141 are also required waive requirements for paved streets, curb and gutter; street lights, sidewalks, and underground utilities. The existing County road is gravel, with no curb, sidewalks or street lights required by the County. Utilities are currently provided above-ground. He mentioned that there have been no comments received as of March 16, 2015 and that Staff supports the Subdivision with Variances requested based on the following findings of fact.

MOVED by Commissioner Rogers, SECONDED by Mayor Pro-Tem Sipe to Approve Variances requested, the concurrent Preliminary and Final Plat Approval for a the Ignatius Homes Minor Subdivision, located in Section 34, T31N, R11W, NMPM, San Juan County, NM; based on the Findings of Fact One Through Eight (1-8)

A Roll Call Was Taken: Motion Passed 5-0

XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

Mayor Burbridge mentioned that she has emailed her notes to the Commissioners from the Congressional Conference in Washington DC that she attended.

Mayor Pro-Tem Sipe reported that she met with a Hobbs Council member on the discussion of our workshop on Aztec Clean And Strong - A Community Wide Partnership to get some ideas from him.

Commissioner Rogers reported that she attended the San Juan Safe Communities Board meeting and that the Director of Crime Stoppers was there and that she mentioned that they would like to start up a Campus Crime Stoppers at schools.

Commissioner Locke reported that she attended the Library Board Meeting and mentioned the events scheduled for Spring Break at the Library.

Commissioner McClure reported that she attended the Lodger's Tax Advisory Board and that they approved a banner to be placed on Main Street. She mentioned

that Art in the Plaza will begin April 1st, and mentioned that there will be a presentation at the Senior Center called Spunky Old Broads on March 31st at 11:30 am.

XIV. DEPARTMENT REPORTS

XV. ADJOURNMENT

Moved by Mayor Burbridge, SECONDED by Mayor Pro-Tem Sipe to adjourn the meeting at 6:52 pm.

Mayor, Sally Burbridge

ATTEST:

Karla Saylor, City Clerk

MINUTES PREPARED BY:

Karla Saylor, City Clerk

CITY OF AZTEC
SPECIAL COMMISSION MEETING MINUTES
MARCH 30, 2015

I. CALL TO ORDER

Mayor Burbridge called the Meeting to order at 5:15pm at the Aztec City Commission Room, City Hall, 201 W. Chaco, Aztec, NM.

II. INVOCATION

The Invocation was led by Judge, Carlton Gray

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner, Roberta Locke

IV. ROLL CALL

Members Present: Mayor, Sally Burbridge; Mayor Pro-Tem, Sherri Sipe; Commissioner, Sheri Rogers; Commissioner, Roberta Locke; Commissioner, Katee McClure

Members Absent: None

Others Present: City Manager, Joshua Ray; City Attorney, Larry Thrower; Project Manager, Ed Kotyk; City Clerk, Karla Saylor (see attendance sheet)

V. AGENDA APPROVAL

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner McClure to Approve the Agenda as presented

VI. CITIZEN RECOGNITION

None

VIII. EMPLOYEE RECOGNITION

Mayor Burbridge recognized Police Officer Cody Decker and the Police Department.

IX. CONSENT AGENDA

MOVED by Commissioner Locke, SECONDED by Commissioner Rogers to Approve the Consent Agenda as presented

- A. Youth Conservation Corps Service Agreement
- B. Bid 15-0481 Contracted Fill
- C. Bid 15-0480 Public Works Sign Building
- D. Contract With Enchantment Energy Consulting LLC.

X. ITEMS FROM CONSENT AGENDA

None

XI. CITIZENS INPUT

None

XIII. BUSINESS ITEMS

None

XV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

Mayor Burbridge reported that she attended the EDAB Board meeting and that the topic was Wireless Internet Access for the City.

Mayor Pro-Tem Sipe reminded all about the presentation at the Senior Center on Spunky Old Broads on March 31st at 11:45am.

XVI. DEPARTMENT REPORTS

XVII. ADJOURNMENT

Moved by Mayor Burbridge, SECONDED by Commissioner McClure to adjourn the meeting at 5:23 p.m.

Mayor, Sally Burbridge

ATTEST:

Karla Saylor, City Clerk

MINUTES PREPARED BY:

Karla Saylor, City Clerk

Staff Summary Report

MEETING DATE:	April 14, 2015
AGENDA ITEM:	IX. CONSENT AGENDA (D)
AGENDA TITLE:	Travel Requests

ACTION REQUESTED BY:	Commission
ACTION REQUESTED:	Approval of Employee/Public Official Travel Requests
SUMMARY BY:	Cheryl Franklin

PROJECT DESCRIPTION / FACTS (Leading Department)

- Resolution 2003-603 identifies the requirement for employee/public official travel requests to be pre-approved by the commission. All travel requests will be submitted to the commission for approval prior to the travel occurring except in unusual circumstances when the City Manager may approve as provided in resolution 2003-603.
- The attached log is sorted by dates of travel and then by department. The only request for travel had already occurred and the Commission is requesting approval for travel on the date of this meeting.
- If travel/training is to be reimbursed or some of the costs will be paid by another entity, those notes have been included on the log.

FISCAL INPUT (Finance Department)

- All departments requesting travel have sufficient funds budgeted within their travel/training budgets

SUPPORT DOCUMENTS:	Travel Log April 14, 2015
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DEPARTMENT'S RECOMMENDED MOTION:	Approve Employee/Public Official Travel Requests
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**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: APRIL 14, 2015**

Dates of Travel	Department	Employee	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY15 Budget Available
04/10-11/15	Commission	Sherri Sipe	ACEC NM 2015 Awards Gala Albuquerque, NM.	Yes	No	60.00 55.00 159.00	Meal & Gratuity Allowance Estimated Cost for Fuel Lodging at Sandia	Yes

Staff Summary Report

MEETING DATE:	April 14, 2015
AGENDA ITEM:	IX. CONSENT AGENDA (E)
AGENDA TITLE:	San Juan County Emergency Operations Plan

ACTION REQUESTED BY:	Joshua W. Ray, City Manager
ACTION REQUESTED:	Approval of San Juan County Emergency Operations Plan
SUMMARY BY:	Joshua W. Ray, City Manager

PROJECT DESCRIPTION / FACTS (Leading Department)

San Juan County Emergency Management has worked with all of our San Juan County partners to update the San Juan County Emergency Operations Plan. Each stakeholder in the cities of Aztec, Bloomfield, and Farmington joined the planning process during April 22-25, 2014 to help update this plan.

The current EOP for San Juan County was written in compliance with the Comprehensive Preparedness Guide 101 (CPG 101), Threat and Hazard Identification and Risk Assessment (THIRA) CPG 201, and the State of New Mexico Department of Homeland Security and Homeland Security crosswalk updated 2012. Once approved, this current EOP process will supersede all previous EOP plans for San Juan County, and the cities of Aztec, Farmington, and Bloomfield.

The revised San Juan County EOP is the product of a detailed and focused planning process that 1) fully incorporates the NIMS concepts, principles, practice and language 2) capitalizes on the lessons learned from recent disasters, 3) incorporates plans, programs and policies that have emerged since the last revision of the EOP. The EOP establishes a framework through which the County may prepare for; respond to; recover from; and mitigate to prevent the impacts of a wide variety of disasters that could adversely affect the health, safety and/or general welfare of the residents and emergency workers of San Juan County. The EOP provides guidance to San Juan County officials or procedures, organization and responsibilities, which will prevent, minimize and/or relieve personnel hardship and property damage associated with disasters or the imminent threat thereof. This plan also provides for an integrated and coordinated county, municipal, state and federal response. This plan is a living document, fully integrated with a flexible database built and maintained by planning. It complies with the most current guidance from DHS and FEMA regarding the ability to keep data and personnel information current and up to date.

Mr. Mike Mestas from San Juan Emergency Management will be present to answer any questions.

SUPPORT DOCUMENTS:	San Juan County Emergency Operations Plan will be emailed out to Commission electronically. Attached is the sign off sheet.
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DEPARTMENT'S RECOMMENDED MOTION: Move to approve the San Juan County
Emergency Operations Plan 2015.

SAN JUAN COUNTY

EMERGENCY OPERATIONS PLAN (EOP)



DRAFT

FOR OFFICIAL USE ONLY

NOTICE: This document contains information pertaining to the deployment, mobilization, and tactical operations of San Juan County in response to emergencies. It is exempt from public disclosure under New Mexico state law.

March 2015

The following jurisdictions and municipalities have reviewed the contents of this Emergency Operations plan, and have designated the following individuals to record their approval. Approval from counsel is also indicated.

AGENCY	SIGNATURE	TITLE	DATE	LEGAL APPROVAL
<i>San Juan County</i>				
<i>San Juan County Office of Emergency Management</i>				
<i>City of Aztec</i>				
<i>City of Bloomfield</i>				
<i>City of Farmington</i>				

These are a record of revisions, their approval and the date on which they occurred. Approval comments should include the signature of the appropriate authority, the EMA and/or legal counsel.

Date of Revision	Approval	Pages Changed

B. Purpose

The purpose of the San Juan County Emergency Operations Plan is to establish a framework for government, non-profit organizations and residents to address prevention, preparation, response, recovery and mitigation of the effects of emergencies and disasters.

Staff Summary Report

MEETING DATE: April 14, 2015
AGENDA ITEM: IX. CONSENT AGENDA (F)
AGENDA TITLE: Bid 15-0464 Aztec Arterial Route Sanitary Sewer Utility Improvement Plan, Phase 1-B

ACTION REQUESTED BY: Public Works, Finance
ACTION REQUESTED: Award of Bid 15-0464 Aztec Arterial Route Sanitary Sewer Utility Improvement Plan, Phase 1-B
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- Sanitary sewer will installed adjacent to the Aztec Arterial Phase 1B. The project includes the main line, laterals, and manholes. Waterline construction is included with the roadway project.
- This project will be coordinated with the construction of Aztec Arterial Phase 1B roadway (currently out to bid).

PROCUREMENT / PURCHASING (if applicable)

- Invitation to Bid (ITB) was published on the city website and advertised in the Daily Times, Sunday, January 18, 2015. The bid was publically opened on Thursday, February 19, 2015.
- Four responsive bids were received.
- Low responsive bid was received from TRC Construction, Inc. The last bid awarded to TRC Construction Inc. was the stamped concrete medians, awarded August 2013. TRC Construction has performed numerous jobs for the city which do not require formal procurement.
- While the bid documents required bids to be honored for 60 days, the delay in the rebid of the Aztec Arterial Phase 1B roadway project postpones construction of the sewer project for several weeks beyond the original timeline. TRC Construction has confirmed their bid understanding construction will not commence until summer 2015.
- A Notice of Award will be issued following Commission award of the bid. Upon receipt of Performance and Payment Bonds, the contract will be executed.
- The Notice to Proceed will be issued concurrently with the Aztec Arterial Phase 1B roadway. The roadway project bids will be opened May 12, 2015 delaying the Notice to Proceed until June 2015.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- Project funding is appropriated in Joint Utility Fund, Water Distribution Department.
 - Bid: \$222,580
 - GRT: \$ 17,806
 - Total: \$240,386

 - Budget: \$250,000

- This project is required to be substantially complete within 150 calendar days of the Notice to Proceed. If construction exceeds this time frame without an extension approved by the City Commission, liquidated damages will be assessed at \$500/day.

SUPPORT DOCUMENTS: Bid 15-0464 Tabulation

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Award of Bid #15-0464 Aztec Arterial Route Sanitary Sewer Utility Improvement Plan, Phase 1-B to TRC Construction LLC in the amount of \$222,580 and authorize City Manager to execute construction contract.

Staff Summary Report

MEETING DATE: April 14, 2015
AGENDA ITEM: IX. CONSENT AGENDA (G)
AGENDA TITLE: FY16 Municipal Fire Protection Fund Distribution Application

ACTION REQUESTED BY: Kevin Simpson, Fire Chief
ACTION REQUESTED: Approval of FY16 Municipal Fire Protection Fund Distribution Application
SUMMARY BY: Karla Sayler

PROJECT DESCRIPTION / FACTS

This application is required to participate in the distribution of the Fire Protection Fund for the 2016 fiscal year and is due to the State on or before April 30, 2015.

SUPPORT DOCUMENTS: Fire Protection Fund Distribution Application

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the New Mexico State Fire Marshal's Office Fiscal Year 2016 Municipal Fire Protection Fund Distribution Application

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 KAREN L. MONTOYA, CHAIRWOMAN
DISTRICT 2 PATRICK H. LYONS
DISTRICT 3 VALERIE ESPINOZA
DISTRICT 4 LYNDA LOVEJOY, VICE CHAIR
DISTRICT 5 SANDY JONES

CHIEF OF STAFF

S. Vincent Martinez



P.O. Box 1269
1120 Paseo de Peralta
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION

Room 413
800-244-6702 (In-state only)
(505) 476-0174
Fax : (505) 476-0100

NEW MEXICO STATE FIRE MARSHAL DIVISION

FISCAL YEAR 2016 MUNICIPAL FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2016 fiscal year. The application is due in the State Fire Marshal Division **on or before April 30, 2015.**

FIRE DEPARTMENT Aztec

FIRE DEPARTMENT ADDRESS: 201 West Chaco, Aztec, NM 87410

ISO CLASSIFICATION: 4

Approved number of Sub Stations is 1

Station 3 2435 W. Aztec Blvd. Aztec NM 87410

Approved number of Main Stations is 2

Station 2 800 Airport Drive Aztec NM 87410

Same As Above

If you contend the above ISO Class or station information is incorrect, please attach a list of your claim of main and substations and sign here: _____

The projected minimum amount for fire fund distribution, based on the above information, is \$154,169. This does not include any additional amounts that may be calculated from growth in the fund.

An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2015. The request shall identify the intended purpose and exact amount of money to be carried over into the FY 2016 balance.

For the purpose of this Application, list the anticipated amount and intended purpose your department will rollover from FY'15 to FY'16. \$ 200,000 To Purchase Rehab Unit. 200,000 Toward Pumper Replacement.

*Provide current balance of the fire department's total Fire Protection Fund account to date: \$ 523,655.79

The Fire Service Support Bureau of the State Fire Marshal Division continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10-25-10 "The Fire Protection Fund."

State Law, NMSA 10-25-10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months activity.

The Fire Service Support Bureau reviews all reporting activity on a monthly basis to determine compliance with the reporting requirement. When this Office determines that your fire department is out of compliance, the Fire Chief will be notified of the department's status, if your fire department fails to achieve compliance a letter identifying restrictions on the use of the Fire Protection Funds will be forwarded to the head of local government.

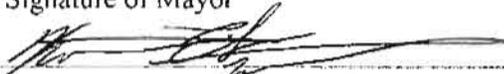
This Office will continue to offer technical support and training on the proper uses of the NFIRS program. If you are having issues with the system or require training you may submit your request via e-mail at vernon.muller@state.nm.us

Please provide updated contact information for a minimum of two primary users of the NFIRS program for your department. (Please print legible)

<u>Name:</u>	<u>Email:</u>	<u>Phone:</u>
1. Kevin Simpson	ksimpson@aztec.nm.gov	505-320-4687
2. Theresa Simpson	tsimpson@aztec.nm.gov	505-330-7176

The information contained in this application is true and correct to the best of our knowledge. It may be used to verify legal requirements and is subject to audit.

Signed and submitted on this 1st day of April 2015.

Printed Name	and	/S	Signature of Mayor
Kevin Simpson		/S	
Printed Name			Signature of Fire Chief

Staff Summary Report

MEETING DATE: April 14, 2015
AGENDA ITEM: IX. CONSENT AGENDA (H)
AGENDA TITLE: Visitor Center Xerox Lease Agreement

ACTION REQUESTED BY: Community Development (Visitor Center) Department
ACTION REQUESTED: Approval of the Visitor Center Xerox Lease Agreement
SUMMARY BY: Wilann Thomas

PROJECT DESCRIPTION / FACTS

- Due to recent mechanical issues and problems, the Visitor Center needs to replace their current HP Printer Machine upgrading to a Xerox Copier to avoid further interruptions to the Department's processes. Their printer has been looked at by IT Department and it has been recommended that it is not worth fixing. The IT Department (Wallace) recommended that due to the volume of our in-house printing of brochures, fun maps etc. a multifunction copier would better fit our needs.
- The Supervisor of the Visitor Center conducted research of a Copy/Print Machines based on input and requests from users within the Visitor Center. Based on the information received, several machines were selected that matched the Department's needs and specifications: Ricoh, Samsung and Xerox.
- The Xerox machine selected is a newer model of the same machine that the General Services Department is currently using. The machine has proven itself over the last year with little to no problems or issues.
- The selected machine will be able to print 25 pages per minute, Digital B/W & Color copy / scan and print. Color and B/W Auto document scanner. Scan to email and folder. 10/100 Network scan/print controller, Cabinet stand and two 550 Sheet paper trays.
- The Community Development Director has reviewed the options and approves of this machine and lease agreement.

PROCUREMENT / PURCHASING (if applicable)

- Visitor Center Supervisor requested quotes from local copier suppliers to provide information and costs for models that would fit the requirements of the Visitor Center.
- The Xerox Workcenter 7225P Multifunction Color Printer presented the most advantageous lease and cost-per-copy price of all of the options. This model is on a government WSCA contract which allows Xerox to have lower cost-per-copy and lease pricing than their competitors.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- Monthly Lease: \$108.33 / month
- Cost Per Copy Amounts: \$.0085 Per Black & White Copy \$.052 Per Color Copy
- Estimated \$145.00 per month, approximately \$1,740 annually including tax
- The lease agreement for the copier will reduce costs for toner for the HP Printer (\$1,500 annually) and will increase productivity and efficiency within the Visitor Center (bulk printing jobs are currently processed at City Hall requiring VC personnel to leave the center).

- This is a five year lease agreement. The FY15 General Fund Visitor Center budget has sufficient funds to meet the commitment through June 30, 2015. The FY16, FY17, and FY18 preliminary budgets have been prepared to include the annual cost for the lease agreement.

SUPPORT DOCUMENTS: Xerox Lease Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to approve lease agreement with Capital Business Systems, Inc. (Xerox) for Visitor Center Copier.

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement; and (6) all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Equipment, and it is your intent to use the Equipment for the entire Term and to make all payments required under this Agreement. If, through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds for such upcoming fiscal year, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Products, and it is

your intent to use the Products for the entire lease term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Staff Summary Report

MEETING DATE: April 14, 2015
AGENDA ITEM: IX. CONSENT AGENDA (I)
AGENDA TITLE: RFP 2014-233 FY15 Annual Audit Contract

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: Approval of RFP 2014-233 FY15 Annual Audit Contract
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The recommendation for annual audit contract for services is required to be submitted to the Office of the State Auditor for approval and execution by May 15, 2015.
- RFP 2014-233 for audit services was awarded to Axiom CPAs & Business Advisors, April 2014. Audit costs for FY15, FY16 and FY17 were established in the RFP.
- The State Audit rule encourages government entities to request proposals for audit services and enter into a multi-year agreement.

PROCUREMENT / PURCHASING (if applicable)

- Audit service proposals under RFP 2014-233 and five qualified proposals were received. The evaluation committee independently reviewed and scored each proposal on the criteria established in the RFP. The committee recommended Axiom CPAs & Business Advisors be retained for annual audit services for the City.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The FY16 Preliminary Budget includes funding in the General Fund Finance Department specific to FY15 annual audit in the amount of \$36,000.00.
- Changes in the 2015 Audit Rule issued by the NM Office of the State Auditor (OSA) requires our municipal audit to be submitted no later than December 15, 2015 (previously audit was due December 1).

SUPPORT DOCUMENTS: IPA Recommendation Form for Audits
State of New Mexico Audit Contract

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve RFP 2014-233 FY15 Annual Audit Contract

Mayor
Sally Burbridge

Mayor Pro-Tem
Sherri A. Sipe



Commissioners
Roberta S. Locke
Katee McClure
Sheri L. Rogers

A desirable place to live, work and play; rich in history and small town values!

IPA Recommendation Form for Audits

(Please print on your agency's letterhead)

- ◆ Complete the audit contract (including obtaining the IPA's signature) and submit it to the Office of the State Auditor with this form by the deadline indicated at 2.2.2.8(G)(6)(c).

I. Agency Contact Information

Name of Agency: CITY OF AZTEC
Address of Agency: 201 W CHACO
Phone # of Agency: 505-334-7600 FAX# of Agency 505-334-7609
City: AZTEC (State: NM) Zip: 87410 - 1915 Web Site Address: WWW.AZTECNM.GOV

Agency Head Contact Information

Name of Agency Head: JOSHUA RAY Title of Agency Head: CITY MANAGER
E-mail address of Agency Head: JRAY@AZTECNM.GOV

Agency Contact Information

Name of Agency Contact: KATHY LAMB Title of Agency Contact: FINANCE DIRECTOR
Phone # of Agency Contact: 505-334-7653 FAX# of Agency Contact 505-334-7649
E-mail address of Agency Contact: KLAMB@AZTECNM.GOV

Note: Please fill out e-mail address of contact person. All fully executed contracts will be sent via e-mail.

II. Recommended Independent Public Accountant (IPA) Information

As required by the Audit Rule, Section 2.2.2.8.B(3), an IPA subject to contract restriction is responsible for informing this agency whether it is eligible to engage in this proposed contract. By signing the signature page, I am verifying herein that the IPA has certified its eligibility to engage in this proposed contract.

Name of IPA Firm:
AXIOM CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS LLC
Phone # 505-767-7600 Fax: 505-767-7601 E-mail
Address: 316 OSUNA RD NE SUITE 401 ALBUQUERQUE NM 1

Note: If there is a change in the On-Site Manager, the Office of the State Auditor must be notified in writing.

III. Important Dates

For which Fiscal Year (FY) is this recommendation being made: 2015
Estimated Audit Start Date JULY 2015 Estimated Completion Date DECEMBER 2015

IV. Single Audit Requirement

Please check the box below that applies to your agency (a Single Audit should have been included in the procurement if the agency expended \$500,000 or more of federal funds:

- My agency procured an annual financial and compliance audit **without** a Single Audit.
- My agency procured an annual financial and compliance audit **with** a Single Audit.

V. Multi-Year Certification

Please check the appropriate box below:

- This is a multi-year award and this request applies to the 2ND year of a 3 year Proposal.
- This is a one year procurement award for only the fiscal year indicated in Section III.

VI. Fee and Hour Breakdown

Category	The first year of our 3-year procurement was FY 20 <u>15</u> (or use just these columns for one-year procurement)		The second year of our 3-year procurement was FY 20 <u>16</u>		The third year of our 3-year procurement was FY 20 <u>17</u>	
	Year 1 Hours	Year 1 Cost	Year 2 Hours	Year 2 Cost	Year 3 Hours	Year 3 Cost
Financial Statement Audit	215	\$ 21,500.00	215	\$ 21,500.00	215	\$ 21,500.00
Financial Statement Preparation	40	\$ 4,000.00	40	\$ 4,000.00	40	\$ 4,000.00
Federal Single Audit	40	\$ 4,000.00	40	\$ 4,000.00	40	\$ 4,000.00
Other allowed non-audit services		\$ 3,500.00		\$ 3,500.00		\$ 3,500.00
Component Units						
Other	4	\$ 400.00	4	\$ 400.00	4	\$ 400.00
SUBTOTAL		\$ 33,400.00		\$ 33,400.00		\$ 33,400.00
Gross Receipts Tax		\$ 2,338.00		\$ 2,422.00		\$ 2,422.00
TOTAL	299	\$ 35,738.00	299	\$ 35,822.00	299	\$ 35,822.00

**STATE OF NEW MEXICO
AUDIT CONTRACT
(Agencies and Local Public Bodies with December 15 deadline)**

CITY OF AZTEC

hereinafter referred to as the “Agency,” and

AXIOM CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS LLC

hereinafter referred to as the “Contractor,” agree:

As required by the Audit Rule, NMAC Section 2.2.2.1 et seq., Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to NMAC Section 2.2.2.8.E, and whether the Contractor is eligible to enter into this Contract despite the restriction.

1. SCOPE OF WORK (Include in Paragraph 25 any expansion of scope)

A. The Contractor shall conduct a financial and compliance audit of the following applicable statements and schedules of the Agency for the period from **July 1, 2014 through June 30, 2015**:

- (1) Basic Financial Statements consisting of the government-wide financial statements, fund financial statements, budgetary comparison statements for the general fund and major special revenue funds (GASB 34, footnote 53), and the notes to the financial statements;
- (2) Required supplemental information (RSI), if applicable, consisting of budgetary comparison schedules for the general fund and major special revenue fund data presented on a fund, organization, or program structure basis because the budgetary information is not available on the GAAP fund structure basis for those funds (*GASB Statement No. 41, Budgetary Comparison Schedules—Perspective Differences an amendment of GASB Statement No. 34*) must be audited and included in the auditor’s opinion (AAG-SLV 14.52);
- (3) Supplemental Information (SI) that must be audited and included in the auditor’s opinion (AAG-SLV 14.52), if applicable, consisting of:
 - (a) Component unit fund financial statements and related combining statements (if there are no separately issued financial statements on the component unit per AAG-SLV 3.20);

- (b) Combining financial statements;
 - (c) Individual fund budget comparison statements for remaining funds that have an adopted budget, including proprietary funds, that did not appear as basic financial statement budget comparisons for the general fund, major special revenue funds or as RSI as described above; and
 - (d) Remaining supplemental information on schedules as required by NMAC Section 2.2.2.10.A(2)(f).
- B. The contractor shall apply certain limited procedures to the following required supplemental information (RSI), if applicable, and report deficiencies in or the omission of required information in accordance with the requirements of AU-C 730.05 to 730.09:
- (1) The Management Discussion and Analysis (MD&A);
 - (2) RSI data required by Statements 25, 27, 43 and 45 regarding pension plans and post-employment healthcare plans administered by defined benefit pension plans; and
 - (3) Schedules derived from asset management systems (GASB 34, paragraphs 132 to 133).
- C. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, OMB Circular A-133, and *Requirements for Contracting and Conducting Governmental Audits* (NMAC Section 2.2.2.1, et seq.).

2. DELIVERY AND REPRODUCTION

- A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the following documents to the State Auditor on or before **December 15, 2015** and in accordance with NMAC Section 2.2.2.9:
- (1) an organized, bound and paginated hard copy of the Agency's audit report for review;
 - (2) a copy of the signed management representation letter provided to the IPA by the Agency as required by AU-C580;
 - (3) a Summary of Findings Form available at www.osanm.org; and
 - (4) a copy of the completed State Auditor Report Review Guide available at www.osanm.org;

- B. Reports postmarked by the Agency's due date will be considered received by the due date for purposes of NMAC Section 2.2.2.9. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with NMAC Section 2.2.2.13.C. If the State Auditor does not receive copies of the engagement letter, management representation letter, summary of findings form and the completed Report Review Guide with the audit report or prior to submittal of the audit report, the State Auditor will not consider the report submitted to the State Auditor.
- C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor. The notification shall include an explanation regarding why the audit report will be late, when the IPA expects to submit the report and a concurring signature by the Agency. The State Auditor shall also notify the Agency's oversight agency, but confidential information shall be omitted from that notification.
- D. Pursuant to NMAC Section 2.2.2.8.Q, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency. The Contractor shall submit to the State Auditor an electronic copy of the signed and dated engagement letter and a list of client prepared documents with expected delivery dates within ten (10) days of the entrance conference.
- E. After its review of the audit report pursuant to NMAC Section 2.2.2.13, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days from the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor with **TWO** copies of the report and an electronic version of the audit report, in PDF format. After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver 1 electron copies of the audit report to the Agency. The Agency or IPA shall ensure that every member of the Agency's governing authority shall receive a copy of the report.
- F. The Agency, upon delivery of its audit report, shall submit the required copies of the data collection form, audit report and corrective action plan to the federal clearinghouse designated by the Office of Management and Budget and each federal awarding agency if the schedule of findings and questioned costs disclose audit findings directly related to federal awards.

3. COMPENSATION

- A. The total amount payable by the Agency to the Contractor under this Contract, including New Mexico gross receipts tax and expenses, shall not exceed \$ 35,822.00.
- B. Contractor agrees not to, and shall not, perform any services in furtherance of this Contract prior to approval by the State Auditor. In accordance with Section 12-6-14(A), NMSA 1978, and NMAC Section 2.2.2.8.N(1), Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this Contract prior to approval by the State Auditor.

C. Total Compensation will consist of the following:

SERVICES	AMOUNTS
(1) Financial statement audit	\$ 21,500.00
(2) Federal single audit	\$ 4,000.00
(3) Financial statement preparation	\$ 4,000.00
(4) Other nonaudit services, such as depreciation schedule updates	\$ 3,500.00
(5) Other (i.e., component units, specifically identified)	\$ 400.00

Gross Receipts Tax = \$ 2,422.00

Total Compensation = \$ 35,822.00

D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Contract and invoiced by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.

E. Pursuant to Section 12-6-14, NMSA 1978 and NMAC Section 2.2.2.8.N, the State Auditor may authorize progress payments to the Contractor by the Agency; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. Progress payments up to 69% do not require State Auditor approval, provided that the Agency certifies receipt of services. The Agency must monitor audit progress and make progress payments only up to the percentage that the audit is completed prior to making the 69% payment. Progress payments from 70% to 90% require State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the approved progress billings. The State Auditor may allow only the first 50% of progress payments to be made without State Auditor approval if the Contractor's previous audits were submitted after the due date. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.

4. **TERM**

A. THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE STATE AUDITOR. Unless terminated pursuant to Paragraphs 5 or 19, this Contract shall terminate one calendar year after the date on which it is signed by the State Auditor.

B. If awarded based on a multi-year proposal, each permitted annual extension of the Contract shall be executed by mutual agreement of the parties and approval of the State Auditor pursuant to NMAC Section 2.2.2.8.G(4).

5. **TERMINATION, BREACH AND REMEDIES**

- A. This Contract may be terminated:
- (1) By either party without cause, upon written notice delivered to the other party and the State Auditor at least ten (10) days prior to the intended date of termination.
 - (2) By either party, immediately upon written notice delivered to the other party and the State Auditor, if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the report in accordance with Paragraph 2 shall constitute a material breach of this Contract.
 - (3) By the Agency pursuant to Paragraph 19, immediately upon written notice to the Contractor and the State Auditor.
 - (4) By the State Auditor, immediately upon written notice to the Contractor and the Agency after determining that the audit has been unduly delayed, or for any other reason.
- B. By termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If the Agency or the State Auditor terminates this Contract, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized to the extent required by Paragraph 3(E). If the Contractor terminates this Contract for any reason other than Agency's breach of this Contract, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.
- C. Pursuant to NMAC Section 2.2.2.8.D, the State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.
- D. **THE REMEDIES HEREIN ARE NOT EXCLUSIVE, AND NOTHING IN THIS SECTION 5 WAIVES OTHER LEGAL RIGHTS AND REMEDIES OF THE PARTIES.**

6. **STATUS OF CONTRACTOR**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

8. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to NMAC Section 2.2.2.8.L, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms pursuant to NMAC Section 2.2.2.8.B, and that are not otherwise restricted by the Office from entering into such a contract pursuant to NMAC Section 2.2.2.8.E.

9. RECORDS

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of at least five (5) years after the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

10. RELEASE

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, their respective officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

11. CONFIDENTIALITY

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with this Contract or applicable standards, without the prior written approval of the Agency and the State Auditor.

12. PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post an audited financial statement on their respective websites once it is publicly released by the State Auditor.

13. **CONFLICT OF INTEREST**

The Contractor represents and warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Each of the Contractor and the Agency certifies that it has followed the requirements of the Governmental Conduct Act, Section 10-16-1, et seq., NMSA 1978, regarding contracting with a public officer, state employee or former state employee, as required by the applicable professional standards.

14. **INDEPENDENCE**

The Contractor represents and warrants its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards 2011 Revision*, issued by the Comptroller General of the United States, and NMAC Section 2.2.2.8.M. The Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

15. **AMENDMENT**

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and with the prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

16. **MERGER**

This Contract supersedes all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to NMAC Section 2.2.2.8.Q, consistent with Generally Accepted Auditing Standards (GAGAS). **The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this Contract. Conflicts between the engagement letter and this Contract are governed by this Contract, and shall be resolved accordingly.**

17. **APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor irrevocably consents to the exclusive personal jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising from or related to this Contract.

18. AGENCY BOOKS AND RECORDS

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

19. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the legislature or the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature or the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

20. PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. EQUAL OPPORTUNITY COMPLIANCE

The Contractor shall abide by all federal and state laws, 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, rules, regulations and orders, the Contractor assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or serious medical condition, spousal affiliation, sexual orientation or gender identity be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If the Contractor is found not to be in compliance with these requirements during the life of this Contract, the Contractor shall take appropriate steps to correct these deficiencies.

22. WORKING PAPERS

- A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years after the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit,

oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor or the Agency, the Contractor shall deliver the original or clear, legible copies of all working papers to the requesting entity.

- B. If the Contractor wishes to review the working papers of a predecessor, Contractor shall request that the Agency seek delivery of the working papers from a predecessor contractor.

23. DESIGNATED ON-SITE STAFF

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is CHRIS GARNER. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

24. INVALID TERM OR CONDITION

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected.

25. OTHER PROVISIONS

If no other provisions are listed in this section, the remainder below is intentionally left blank.

SIGNATURE PAGE

This Contract is made effective as of the date of the signature of the Office of the State Auditor.

AGENCY

NAME: _____

BY: SALLY BURBRIDGE

TITLE: MAYOR

DATE: _____

CONTRACTOR

NAME: _____

BY: _____

TITLE: _____

DATE: _____

This Contract has been approved by:

OFFICE OF THE STATE AUDITOR

BY: _____

TITLE: DEPUTY STATE AUDITOR

DATE: _____

State Auditor Contract No. **15 -** _____

Staff Summary Report

MEETING DATE:	April 14, 2015
AGENDA ITEM:	XII. BUSINESS ITEMS (A)
AGENDA TITLE:	Final Adoption of Ordinance 2015-443, An Ordinance Amending Chapter 16, Article VII. Municipal Motor Vehicle Operations Fees

ACTION REQUESTED BY:	Motor Vehicle Department
ACTION REQUESTED:	Approval of Final Adoption of Ordinance 2015-443, An Ordinance Amending Chapter 16, Article VII. Municipal Motor Vehicle Operations Fees
SUMMARY BY:	Delain George

PROJECT DESCRIPTION / FACTS

- Motion for the Intent to Adopt Ordinance 2015-443 was approved by City Commission on March 10, 2015.
- Since March 10, 2015, there has been no comments regarding the ordinance and there have been no changes to the ordinance.
- June 22, 2010, the City Commission approved to adopt ordinance 2010-386 to establish administrative fees for MVD.
- NM Taxation and Revenue Department Motor Vehicle Division (NM MVD) legal opinion, allows for counties and municipalities that operate motor vehicle offices to impose an administrative fee to offset the costs incurred for providing this service.
- In 2010, at the time of the ordinance adoption two other municipalities had imposed administrative fees, Cloudcroft and Hobbs. Today, of the 39 offices, 34 municipal offices have administrative fees. The fees range from \$1 to \$20.
- By state statute, counties and municipalities receive fees from the state for most transactions. \$6 per driver's license, \$5 per ID card, motor vehicle/boat registrations and titles. In addition, if an office performs more than ten thousand transactions in preceding fiscal year an additional \$1 is received per transaction. The City of Aztec has met this performance for many years now. There is also a \$1.50 State administration fee that is received on MVD transactions.
- Since 2010, NM MVD has also allowed privately run offices to open. However, these offices are limited to vehicle transactions, no driver license transactions. These offices have a variety of fees. Typically, a title transaction administrative fee is \$25, and VIN inspection can range from \$25 to \$75.
- The City of Aztec, as well as Bloomfield, currently charges a \$3.00 administrative fee for MVD transactions.

- The City of Bloomfield is currently in the process of increasing its fee to \$5.00. Intent to Adopt an ordinance to increase fees was put before its council on March 9, 2015 and passed. Final adoption to increase fees will be on April 10, 2015 agenda for the City of Bloomfield.
- NM MVD has advised that any administrative fee collected by municipalities and counties must be a transaction separate from the state transaction and cannot be combined into one payment. Therefore, a customer makes two payments one to the State for the transaction and a payment to the City of Aztec for the administrative fee.
- The additional administrative fee is posted at all workstations and on our message board.
- There has been a decline in transactions for a few reasons. The state has developed and promoted the ability to renew your registration and driver's license online. They have also allowed the option for an 8 year driver's license, instead of the traditional 4 year license.
- Below are actual numbers for FY2011 when the fee was first implemented to FY 2014. FY2015 shows the approved budgeted amount and an estimated amount based on YTD reports with current administrative fee of \$3.00, no increase is built in.

	FY2015	FY2015	FY2014	FY2013	FY2012	FY2011
	<i>Estimated</i>	<i>Budgeted</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>
MVD Transaction Fees:	\$ 92,000	108,000	101,635	115,000	105,587	137,846
City Admin Fees:	40,986	43,000	43,002	48,840	44,225	56,439
Total Revenue:	\$ 132,986	151,000	144,637	163,840	149,712	194,285
Operation Costs	\$ (168,435)	(228,050)	(190,798)	(170,750)	(192,938)	(206,205)
Add'l support needed from General Fund revenues:	\$ 35,449	77,050	46,161	6,910	43,226	11,920

- Based on average of FY2015 transactions, monthly average 1,138, annual average 13,656, in the Aztec office, it is estimated an additional increase of \$2.00 to bring the fee to \$5 per transaction will generate an additional \$27,312 annually. Based on current projections this would help offset estimated budget, still leaving a deficit of \$8,137.
- Based on average of FY2015 transactions, monthly average 1,138, annual average 13,656, in the Aztec office, it is estimated an additional increase of \$3.00 to bring the fee to \$6 per transaction will generate an additional \$40,968 annually. Based on current projections this would help offset additional personnel costs such as COLA and merit increases at 4%.

SUPPORT DOCUMENTS: Ordinance 2015-443, State Statute 66-3-23, FY15 Summary of Revenue and Expenses, Listing of Statewide Transaction Fees

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Final Adoption of Ordinance 2015-443, An Ordinance Amending Chapter 16, Article VII. Municipal Motor Vehicle Operations Fees

**City of Aztec
ORDINANCE 2015-443**

An Ordinance Amending Chapter 16, Article VII. Motor Vehicle Operation Fees

WHEREAS: The City of Aztec has a contract with the State of New Mexico, Taxation and Revenue Department, (NMTRD) Motor Vehicle Division to provide services, and

WHEREAS: The Motor Vehicle Code allows for municipalities to impose fees as agents for provision of services for the NMTRD Motor Vehicle Division, and

WHEREAS: The current revenues are not sufficient to support the operations of Motor Vehicle Division, and

WHEREAS: It is deemed acceptable, equitable and necessary to amend the City of Aztec Municipal Code to allow the Aztec Motor Vehicle Division to increase the assessment of the administrative fee to five dollars (\$5.00), to generate additional revenue, to reduce its dependency on the general fund;

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Aztec, New Mexico that Ordinance 2015-443 Amends Chapter 16 – Fee Schedule, Article VII. Motor Vehicle Operations, Section 16-270. Administrative Fee.

PASSED, APPROVED, SIGNED AND ADOPTED THIS _____ day of _____ 2015.

By the Aztec City Commission, City of Aztec, New Mexico

Mayor Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

APPROVED AS TO FORM:

Larry T. Thrower, City Attorney

ADVERTISED DATE OF FINAL ADOPTION: _____

EFFECTIVE DATE OF ORDINANCE: _____

ARTICLE VII. MUNICIPAL MOTOR VEHICLE OPERATIONS

Sec. 16-270. Administrative Fee.

The City shall collect an administrative fee of \$5.⁰⁰ from each person requesting a service in connection with every transaction processed for the New Mexico Taxation and Revenue Department, Motor Vehicle Division (MVD), by the City of Aztec as an agent of MVD. The City shall deposit the fees so collected in the General Fund of the City of Aztec.

(Ord. 2010-386, eff. 2010-July-01)

Secs. 16-271 to 16-279. Reserved.

66-6-23. Disposition of fees.

A. After the necessary disbursements for refunds and other purposes have been made, the money remaining in the motor vehicle suspense fund, except for remittances received within the previous two months that are unidentified as to source or disposition, shall be distributed as follows:

- (1) to each municipality, county or fee agent operating a motor vehicle field office:
 - (a) an amount equal to six dollars (\$6.00) per driver's license and five dollars (\$5.00) per identification card or motor vehicle or motorboat registration or title transaction performed;
 - (b) for each such agent determined by the secretary pursuant to Section [66-2-16](#) NMSA 1978 to have performed ten thousand or more transactions in the preceding fiscal year, other than a class A county with a population exceeding three hundred thousand or a municipality with a population exceeding three hundred thousand that has been designated as an agent pursuant to Section [66-2-14.1](#) NMSA 1978, an amount equal to one dollar (\$1.00) in addition to the amount distributed pursuant to Subparagraph (a) of this paragraph for each driver's license, identification card, motor vehicle registration, motorboat registration or title transaction performed; and
 - (c) to each military installation designated as a fee agent pursuant to Section [66-2-14.1](#) NMSA 1978, an amount equal to one dollar fifty cents (\$1.50) in addition to the amount distributed pursuant to Subparagraph (a) of this paragraph for each administrative service fee remitted by the military installation to the department pursuant to Subsection A of Section [66-2-16](#) NMSA 1978;
- (2) to each municipality or county, other than a class A county with a population exceeding three hundred thousand or a municipality with a population exceeding three hundred thousand that has been designated as an agent pursuant to Section [66-2-14.1](#) NMSA 1978, operating a motor vehicle field office, an amount equal to one dollar fifty cents (\$1.50) for each administrative service fee remitted by that county or municipality to the department pursuant to the provisions of Subsection A of Section [66-2-16](#) NMSA 1978;
- (3) to the state road fund:
 - (a) an amount equal to the fees collected pursuant to Sections [66-7-413](#) and [66-7-413.4](#) NMSA 1978;
 - (b) an amount equal to the fee collected pursuant to Section [66-3-417](#) NMSA 1978;
 - (c) the remainder of each driver's license fee collected by the department employees from an applicant to whom a license is granted after deducting from the driver's license fee the amount of the distribution authorized in Paragraph (1) of this subsection with respect to that collected driver's license fee; and
 - (d) an amount equal to fifty percent of the fees collected pursuant to Section [66-6-19](#) NMSA 1978;
- (4) to the local governments road fund, the amount of the fees collected pursuant to Subsection B of Section [66-5-33.1](#) NMSA 1978 and the remainder of the fees collected pursuant to Subsection A of Section [66-5-408](#) NMSA 1978;
- (5) to the department:
 - (a) any amounts reimbursed to the department pursuant to Subsection D of Section [66-2-14.1](#) NMSA 1978;
 - (b) an amount equal to two dollars (\$2.00) of each motorcycle registration fee collected pursuant to Section [66-6-1](#) NMSA 1978;
 - (c) an amount equal to the fees provided for in Subsection D of Section [66-2-7](#) NMSA 1978, Subsection E of Section [66-2-16](#) NMSA 1978, Subsections K and L of Section [66-3-6](#) NMSA 1978 other than the administrative fee, Subsection C of Section [66-5-44](#) NMSA 1978 and Subsection B of Section [66-5-408](#) NMSA 1978;

FY2015- MVD - SUMMARY OF REVENUE AND EXPENSES

REVENUES	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	YTD
MVD Reimb	7,107	9,082	8,270	5,857	7,009	5,592	7,288						50,205
City Admin Fee	4,298	3,706	3,009	3,332	2,700	3,734	3,132						23,911
Rev Total	11,405	12,788	11,279	9,189	9,709	9,326	10,420	0	0	0	0	0	74,116
EXPENDITURES													
Personnel	(9,568)	(15,163)	(11,907)	(16,968)	(11,387)	(11,594)	(11,558)						(88,145)
Operations	(607)	(3,991)	(1,743)	(739)	(1,072)	(1,183)	(775)						(10,110)
Exp Sub Total	(10,175)	(19,154)	(13,650)	(17,707)	(12,459)	(12,777)	(12,333)	0	0	0	0	0	(98,255)
Net	1,230	(6,366)	(2,371)	(8,518)	(2,750)	(3,451)	(1,913)	0	0	0	0	0	(24,139)
YTD CHG/MTH	1,229	(5,137)	(7,508)	(15,988)	(18,738)	(22,188)	(24,139)						

If City fee was bumped to \$5.00

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	YTD
# of Transact	1,432	1,235	1,003	1,110	900	1,244	1,044						7,968
x \$2.00 Inc.	2,864	2,470	2,006	2,220	1,800	2,488	2,088	0	0	0	0	0	15,936
													-24139
											fee @ \$5	Diff	<u>(8,203)</u>

If City fee was bumped to \$6.00

x \$3.00 Inc.	4,296	3,705	3,009	3,330	2,700	3,732	3,132	0	0	0	0	0	23,904
													-24139
											fee @ \$6	Diff	<u>(235)</u>

MUNICIPAL MVD TRANSACTION FEES CHARGED STATEWIDE

MUNICIPALITY	FEES ASSESSED FOR EACH TRANSACTION TYPE							
	ALL TRANSACTION	VINs	ROAD TESTS	COMPUTER TESTS	HANICAP PLACARDS	MVR'S	SENIORS	
Angel Fire	5	0	0	0	5	5	5	
Artesia	7	0	0	0	0	0	0	
Aztec*	3	3	3	0	0	0	3	
Bayard	3	3	3	0	3	3	3	
Bernalillo								
Bloomfield*	3	0	0	0	0	0	0	
Carrizozo	0	0	0	0	0	0	0	
Chama	1	2	1	0	1	1	1	
Cloudcroft	5	0	0	0	0	0	0	
Corona	0							
Cuba	0	0	0	0	0	0	0	
Deming	5							
Dexter	5							
Estancia	0	0	0	0	0	0	0	
Eunice	4	4	4	4	0	4	0	
Ft. Summer	5	n/a	n/a	0	0	0	0	
Hatch	5	10	20	5				
Hobbs	4	4	4	4	0	4	0	
Jal	6	6	10	6	6	6	6	
Jemez Springs	10	n/a	In process to change to \$15					
Kirtland AFB								
Logan	5	5	0	0	5	5	5	
Lovington	4	0	0	0	0	0	0	
Melrose								
Mora	\$10 for Out of City Resident - \$0.00 for residents							
Mountainair								
Pecos	5	n/a	n/a	n/a	0	0	0	
Questa	2							
Red River	0	0	0	0	0	0	0	
Rio Rancho	10	10			5			
Roy	5	n/a	n/a	0	0	0	0	
Santa Rosa	5	n/a	n/a	0	0	0	5	
Sunland Park								
Tatum	4	4	n/a	0	0	4	0	
Tularosa	2	n/a			0	0	0	
Wagon Mound**	2	In process to increase fee to \$5			2	2	2	
White Sands	10	10	na	n/a	10	10		

Road Runner - Aztec Privately run - they cannot process Driver transactions							
	\$25 (titles only)	\$25-50	n/a	n/a	n/a	n/a	

Summary	1 @ \$2 **	3 @ \$3*	4 @ \$4	10 @ \$5	1 @ \$6	1 @ \$7	
Municipality totals	4 @ \$10	5 @ \$0	5 Unkwn				

Notes:	<i>Reimbursement from State to City per each transaction per State Statute</i>				
	DL's	ID's	Regs/Titles	Over 10k T's	Admin Fee
	\$6.00	\$5.00	\$5.00	\$1.00	\$1.50
State Fee for transaction	\$18 4yr/\$34 8yr	\$10.00	Varies \$64 +	See State Statute	

3 offices researching to increase transaction fee to \$5
 * Aztec and Bloomfield would like to join efforts to increase fee to \$5.00
 ** Wagon Mound is in process of increasing fee to \$5.00 from \$2.00 per transaction.
 ***Jemez Springs In process to change to \$15
 State MVD offices do not charge additional transaction fees such as Farmington