

**A G E N D A**  
**CITY OF AZTEC**  
**CITY COMMISSION MEETING**  
**February 23, 2016**  
**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**

FY15 Audit Acceptance

**VII. CITIZEN RECOGNITION**

**VIII. EMPLOYEE RECOGNITION**

**IX. CONSENT AGENDA**

- A. Special Commission Meeting Minutes, January 21, 2016
- B. Commission Meeting Minutes February 9, 2016
- C. Memorandum of Agreement with NM Environment Department
- D. New Mexico Aviation Grant Agreement N19-16-03
- E. Acceptance of FY2015 Annual Financial Report
- F. Resolution 2016-989 Surplus
- G. Red Apple Transit Agreement

*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"*

**X. ITEMS FROM CONSENT AGENDA**

**XI. CITIZENS INPUT (3 Minutes Maximum)**

*(Citizens who wish to speak will sign up prior to the meeting. This is for items not otherwise listed on the agenda)*

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**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.

**XII. BUSINESS ITEMS**

None

**XIII. LAND USE HEARING**

A. Special Use Permit for Dog Groomer and Overnight Boarding

**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**

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**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  
**SPECIAL** COMMISSION MEETING MINUTES  
January 21, 2016

**I. CALL TO ORDER**

Mayor Burbridge called the Meeting to order at 5:00pm at the Aztec City Commission Room, City Hall, 201 W. Chaco, Aztec, NM.

**II. CLOSED SESSION**

Pursuant To State Law Section 10-15-1 (H-2) Limited Personnel Matters, City Manager

Mayor Burbridge moved the meeting into Closed Session Pursuant to Section 10-15-1 (H-2) Limited Personnel Matter, City Manager at 5:30pm. Mayor Burbridge voted aye, Mayor Pro-Tem Sipe voted aye, Commissioner Locke voted aye, Commissioner McClure voted aye, Commissioner Rogers voted aye.

Mayor Burbridge moved the meeting out of closed session at 7:10 pm by stating that the only discussion that took place during the closed session was Pursuant to Section 10-15-1 (H-2) Limited Personnel Matter, City Manager. Mayor Burbridge voted aye, Mayor Pro-Tem Sipe voted aye, Commissioner Locke voted aye, Commissioner McClure voted aye, Commissioner Rogers voted aye.

**III. ADJOURNMENT**

Moved by Mayor Burbridge, **SECONDED** by Mayor Pro Tem Sipe to adjourn the meeting at 7:10 p.m.

\_\_\_\_\_  
Mayor, Sally Burbridge

ATTEST:

\_\_\_\_\_  
Karla Sayler, City Clerk

MINUTES PREPARED BY:

\_\_\_\_\_  
Karla Sayler, City Clerk

CITY OF AZTEC  
COMMISSION MEETING MINUTES  
February 09, 2016

**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 Former Mayor Pro-Tem Jim Crowley

**III. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Executive Director San Juan Water Commission-Aaron Chavez

**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 Manager Joshua Ray; City Clerk Karla Saylor; Project Manager Ed Kotyk (see attendance sheet)

**V. AGENDA APPROVAL**

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

**VI. PRESENTATION**

**A. San Juan Water Commission**

Aaron Chavez, Executive Director gave a presentation on the San Juan Water Commission mentioning that the SJWC consists of 5 members represented by Aztec, Bloomfield, Farmington, San Juan County, and the Rural Users Association. Each of these has one representative that carries equal voting rights. He explained that the SJWC often discusses how the water rights that are being held by SJWC are to be allocated to the member entities. He touched on high points of the commission and mentioned that the mission statement is "To protect the use of future and existing water

rights and water recourses of the member entities of the SJWC and to reassure every citizen that San Juan County has a reliable water source”.

## **VII. CITIZEN RECOGNITION**

None

## **VIII. EMPLOYEE RECOGNITION**

None

## **VIX. CONSENT AGENDA**

MOVED by Commissioner Locke, SECONDED by Mayor Pro-Tem Sipe to Approve the Consent Agenda with the exception of Item C

- A. Commission Meeting Workshop Minutes, January 26, 2016
- B. Commission Meeting Minutes, January 26, 2016
- C. Resolution 2016-987 Concerning the Governing Body Meetings and Public Notice Requirements(Pulled)
- D. Resolution 2016-988 Surplus

## **X. ITEMS FROM CONSENT AGENDA**

C. Resolution 2016-987 Concerning the Governing Body Meetings and Public Notice Requirements

Commissioner McClure had a question on section 9.3 on approval of minutes of a closed meeting.

MOVED By Mayor Pro-Tem Sipe, SECONDED By Commissioner Rogers To Approve Resolution 2016-987 Concerning the Governing Body Meetings and Public Notice Requirements

## **XI. CITIZENS INPUT**

Debby Venturella spoke to commission about her business signage. She mentioned that the current sign that she has is a sandwich board and mentioned that Code Compliance has notified her that that kind of sign is not in City code. She is requesting if she could continue to use the sign she feels that it is a positive way to advertise her business.

Ken Selph mentioned that he currently lives in the ETZ area of Aztec. He mentioned that several years ago he had to deal with the City on an easement and was

not treated very nicely. He would like to thank commission for letting him address them and would like for one of them to contact him.

Sam Blue mentioned that he was here on behalf of Debby Venturella. He mentioned section 20-4-1 in City Code and per the dimensions of Ms. Venturella's sign he feels she will not need a variance and the sign should be permitted for advertising her business per code and what's allowable.

### **XIII. LAND USE HEARINGS**

None

### **XIV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

Josh mentioned tonight's meeting is being recorded live as a test run and can be viewed on the City's YouTube page. He mentioned that it will be used for the Town Hall meeting on Wednesday February 17<sup>th</sup> and the Candidate Forum on Thursday February 18<sup>th</sup>.

Mayor Burbridge mentioned that she and Josh have a meeting with San Juan Regional tomorrow morning meeting with the recruiter as they are preparing to look for a new executive director for the hospital. She mentioned that there will be a meeting for the Mayor's ball on Thursday and asked commission if they would like to sponsor a table again this year for the event. She mentioned that there will be a follow up meeting on Aztec Sparkles this Thursday at 6:00 pm at Rubia's. There will be an open trails meeting next Tuesday on February 16<sup>th</sup>. She mentioned that she attended SIF training for manager's and mayors on January 28<sup>th</sup>. She mentioned that HB233 Bill (Hold Harmless) was moved from the agenda with the hope of being tabled. Mayor Burbridge mentioned that the City will host a Mac-N-Cheese festival on August 13<sup>th</sup>.

Mayor Pro-Tem Sipe asked if the street sweeper can get out and clean the streets. Mayor Pro-Tem Sipe attended a MPO meeting and mentioned that there are a couple of new members Robin Elkin and Paul Brasher. She mentioned that the Navajo Dam project has been pushed to 2017. She mentioned that they have 12 bridge projects for this year to complete. Mayor Pro-Tem Sipe will be attending the NWNMS meeting tomorrow.

Commissioner Rogers mentioned that she attended Municipal Day in Santa Fe.

Commissioner Locke mentioned that she will be attending the Town Hall meeting on February 17<sup>th</sup> and the Candidate Forum on February 18<sup>th</sup>. She mentioned the Steamers and Dreamers event scheduled for Saturday February 13<sup>th</sup> at the Community Center and the event at Crash Music on Saturday night. Commissioner Locked asked for an update on the compressor noise in Kokopelli and Josh answered that the noises are coming from the wellsites that are outside the City limits.

Commissioner McClure mentioned the events for the weekend. She mentioned that there will be a meeting on the BLM next Tuesday February 16<sup>th</sup> at 1:00pm at San Juan College on the regulations on the methane that is an issue. She mentioned that she will be attending the town meeting on February 17<sup>th</sup> and the Candidate Forum on the 18<sup>th</sup>. Commissioner McClure mentioned that there will be an ugly lamp contest at Crash Music that will be auctioned and the proceeds will go to Sexual Assault Services, you can drop off the lamp at Crash Music from February 21-23.

Larry mentioned that he will be out of town February 24-26 attending a continuing education legal seminar in Albuquerque.

#### **XV. DEPARTMENT REPORTS**

Cindy mentioned that the Steamers and Dreamers event will be February 13<sup>th</sup> at the Community Center and invited all to go.

Chief Mike Heal mentioned HB284 on how police departments are to dispose of items that have been forfeited and HB311 which concerns the 911 surcharge that is paid on our cell phone bills and funds emergency call centers.

#### **XVII. ADJOURNMENT**

Moved by Mayor Burbridge, SECONDED by Mayor Pro-Tem Sipe to adjourn the meeting at 6:53 pm.

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Sally Burbridge, Mayor

ATTEST:

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Karla Saylor, City Clerk

MINUTES PREPARED BY:

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Karla Saylor, City Clerk

# Staff Summary Report

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**MEETING DATE:** February 23, 2016  
**AGENDA ITEM:** IX. CONSENT AGENDA (C)  
**AGENDA TITLE:** Memorandum of Agreement with NM Environment Department

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**ACTION REQUESTED BY:** Public Works Department, Finance Department  
**ACTION REQUESTED:** Approval  
**SUMMARY BY:** Kathy Lamb

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## PROJECT DESCRIPTION / FACTS

- On August 15, 2015, more than 3 million gallons of heavy-metal contaminated water was discharged from the Gold King Mine and flowed into the Animas River.
- The State of New Mexico and EPA have entered into a Cooperative Agreement for the purpose of reimbursement of costs incurred by the state and local governments for spill-related expenses.
- NM Environment Department (NMED) will be responsible for the disbursement of funds to the local governments and requires a Memorandum of Agreement be established with each entry.
- The agreement expires December 2016. Within 30 days of execution of the agreement, the City will submit detailed records of costs incurred and request reimbursement. The City is currently submitting information to NMED which may accelerate future reimbursements. Maximum reimbursement provided under this agreement is \$158,200 and includes personnel costs incurred in response to the spill, water sampling and testing, treated water purchase from City of Bloomfield, and river diversion headgate replacement.

## FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The FY16 Budget currently is absorbing the costs of the spill and does not require a budget adjustment at this time.

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**SUPPORT DOCUMENTS:** NMED Memorandum of Agreement No. 16 667 2000 0016

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Memorandum of Agreement with NM Environment Department.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE NEW MEXICO ENVIRONMENT DEPARTMENT  
AND  
THE CITY OF AZTEC, NEW MEXICO**

This **MEMORANDUM OF AGREEMENT** (“Agreement”) is entered into by and between the **New Mexico Environment Department**, hereinafter referred to as the “Department” or “NMED,” and the **City of Aztec, New Mexico**, hereinafter referred to as “City of Aztec.” This Agreement establishes payment to City of Aztec from NMED through a Cooperative Agreement between the U.S. Environmental Protection Agency (“EPA”) and NMED for Gold King Mine wastewater spill response activities conducted by state agencies and local governments in New Mexico.

**WHEREAS**, NMED is an executive agency of the State of New Mexico created under the Department of Environment Act, NMSA 1978, Sections 9-7A-1 to -15, and is authorized by NMSA 1978, Section 74-1-6 of the Environmental Improvement Act, to enter into this Agreement to protect public health, water quality, and the environment;

**WHEREAS**, City of Aztec is a local public body incorporated as a municipality, and is authorized by the New Mexico Legislature for the performance of this Agreement under NMSA 1978, Section 3-18-1, to implement the project titled Short-Term Response for Gold King Mine Wastewater Spill, hereinafter referred to as the “Project”;

**WHEREAS**, this Agreement is exempt from the provisions of the Procurement Code in accordance with the NMSA 1978, Section 13-1-98(A); and

**WHEREAS**, NMED and City of Aztec desire to enter into this Agreement to accomplish the Project in the most cost-effective and administratively efficient manner.

**NOW, THEREFORE**, the parties mutually agree as follows:

**1. Purpose.**

On August 5, 2015, more than 3 million gallons of heavy-metal contaminated water was discharged from the Gold King Mine into Cement Creek near Silverton, Colorado. The contamination plume flowed into the Animas River and the San Juan River in the State of New Mexico. Several public entities in New Mexico responded to the incident to protect citizens from water contaminated by the spill. These public entities have incurred, and will incur, significant costs in responding to the incident. The EPA has entered into a Cooperative Agreement with NMED for Gold King Mine spill-related expenses incurred by the State and local governments. The purpose of the Project is to provide reimbursement of costs from NMED under the Cooperative Agreement to all New Mexico public entities that contributed to the Gold King Mine Spill short-term response effort from August 5, 2015 to December 31, 2015 and that submitted response costs for reimbursement through NMED that were approved by EPA, to ensure protection of public health, water quality, and the environment.

## 2. **Scope of Work.**

City of Aztec shall complete the Project in accordance with this Scope of Work paragraph.

The City of Aztec is located along the Animas River and the city population is directly impacted by the release of contamination into the river. Between August 5, 2015 and December 31, 2015, City of Aztec provided the personnel and resources for immediate response. City of Aztec utilized City personnel to:

- Monitor the Animas River;
- Collect samples from the Animas River;
- Attend emergency management planning and response meetings;
- Clean the contaminated water supply system and provide an alternate water source; and
- Provide education to the public about the spill through public meetings and via press releases.

As a result of the Gold King Mine spill, City of Aztec also had to utilize personnel time, equipment, and materials to replace the head gate used to stop the flow of contaminated water from the Animas River into the City of Aztec water treatment system.

## 3. **Disbursement of Funds.**

**A.** Once approved and reimbursement has been received from EPA, NMED shall reimburse to City of Aztec funds in an amount not to exceed \$158,200, which includes indirect costs of 19.29% to salary and benefit expenses, to reimburse City of Aztec for costs actually incurred in carrying out the Project in accordance with the Scope of Work.

**B.** City of Aztec shall submit to NMED within 30 days of the executed Agreement, receipts, invoices, and payroll summary reports by pay period showing the allocation of each individual's personnel cost, and a detailed description of the expenditures claimed by budget category for costs actually incurred in carrying out the Project in accordance with the Scope of Work. City of Aztec shall provide a certification form signed by City of Aztec's chief financial officer, shown in Attachment A, confirming that such costs are valid expenditures incurred in carrying out the Project. City of Aztec shall provide additional documentation as required by the EPA for proof of costs actually incurred. Invoices/receipts shall be submitted to:

David Roybal  
 Budget / Grants Director  
 Administrative Services Division  
 New Mexico Environment Department  
 P.O. Box 5469  
 Santa Fe, New Mexico 87502-5469  
 (505) 827-0381  
 David.Roybal@state.nm.us

**4. Term.**

This Agreement shall not take effect until accepted and signed by all parties. This Agreement shall terminate on **December 31, 2016**, unless terminated prior to that date pursuant to paragraphs 9 or 13 of this Agreement.

**5. Reports.**

City of Aztec shall provide reports to NMED upon request, including but not limited to task completion progress, reasons for delay of task implementation (if any), expenditures on Project implementation, and results of Project implementation. Upon request, such reports shall also be provided to members of the public.

**6. Strict Accountability.**

City of Aztec shall maintain fiscal records consistent with generally accepted accounting principles (“GAAP”) and shall account for all receipts and disbursements of funds transferred pursuant to this Agreement. Along with NMED, City of Aztec shall be strictly accountable for all receipts and disbursements under this Agreement through the end of the fiscal year following the termination of the Agreement.

**7. Access to Records.**

NMED, City of Aztec, the New Mexico Department of Finance and Administration, or the State Auditor, through any authorized representative, shall be granted access to and have the right to examine all books, papers, or documents related to this Agreement.

**8. Amendment.**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Neither NMED nor City of Aztec is obligated to fund any changes and/or modifications not approved in writing by both parties.

**9. Termination.**

**A. Termination.** This Agreement may be terminated for any reason by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the proposed termination date. This Agreement may be terminated immediately upon written notice to City of Aztec if City of Aztec becomes unable to perform the services within the Scope of Work, as determined by NMED or if, during the term of this Agreement, City of Aztec or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph, paragraph 13, herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY CITY OF AZTEC’S DEFAULT/ BREACH OF THIS AGREEMENT.*

**B. Termination Management.** Immediately upon receipt by either NMED or City of Aztec of notice of termination of this Agreement, City of Aztec shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without

written approval of NMED; 2) comply with all directives issued by NMED in the notice of termination as to the performance of work under this Agreement; and 3) take such action as NMED shall direct for the protection, preservation, retention or transfer of all property titled to NMED and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by City of Aztec with contract funds shall become property of NMED upon termination and shall be submitted to NMED as soon as practicable.

#### **10. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, City of Aztec acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement. Any procurement made by City of Aztec pursuant to this Agreement shall be made in accordance with applicable procurement policies and procedures, applicable federal laws and regulations, and applicable provisions in the Scope of Work.

#### **11. Liability.**

Each party shall be liable for its own actions incurred as a result of its negligence, acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 to -30.

#### **12. Equal Opportunity Compliance.**

**A.** City of Aztec shall abide by all state and federal laws and regulations pertaining to equal employment opportunity. In accordance with these laws and regulations, City of Aztec shall assure that no person in the United States shall, on the grounds of race, color, national origin, sex, age, sexual preference or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity related to this Agreement. If City of Aztec is found not to be in compliance with these requirements during the life of the Agreement, City of Aztec agrees to take appropriate steps to correct these deficiencies.

**B.** Any person, group, or organization that signs this Agreement shall comply with the following federal statutes: Title VI of the Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 and their implementing regulations at 40 C.F.R. Parts 5 and 7, where applicable.

#### **13. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization from the EPA. If authorization or sufficient appropriations are not granted, this Agreement shall be terminated upon written notice from NMED. The decision as to whether sufficient appropriations/authorizations are available is at the sole discretion of NMED and shall be final and binding.

**14. Participation in Similar Projects.**

This Agreement in no way restricts City of Aztec or NMED from entering into other Agreements with other public or private agencies, organizations, and individuals, or participating in similar projects.

**15. Authority.**

The representatives of the public entities below represent that they have the authority to bind their department or agency, and that no further action, resolution, or approval is necessary to enter into this Agreement.

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT:**

**NEW MEXICO ENVIRONMENT DEPARTMENT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ryan Flynn, Secretary  
New Mexico Environment Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Marlene Cordova, Chief Financial Officer  
New Mexico Environment Department

Approved as to Form and Legal Sufficiency:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeffrey M. Kendall, General Counsel  
New Mexico Environment Department

**CITY OF AZTEC, NEW MEXICO**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sally Burbridge, Mayor  
City of Aztec

Approved as to Form and Legal Sufficiency:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Larry Thrower, Attorney  
City of Aztec

ATTEST:

\_\_\_\_\_  
Karla Saylor, City Clerk

# Staff Summary Report

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**MEETING DATE:** February 23, 2016  
**AGENDA ITEM:** IX. CONSENT AGENDA (D)  
**AGENDA TITLE:** NM Aviation Grant Agreement N19-16-03

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**ACTION REQUESTED BY:** Finance Department  
**ACTION REQUESTED:** Approval  
**SUMMARY BY:** Kathy Lamb

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## PROJECT DESCRIPTION / FACTS

- WHPacific was retained by the city as the airport engineer in April 2015 (commission approved 4/18/15) and their contract includes the reconstruction of the apron as one of their tasks (task order approved by commission on 7/29/15 in the amount of \$71,048).
- FAA, NM Aviation, WHPacific and city staff have been working since August to define the scope of the apron project and an agreement on the limits of construction occurred in December. A funding application was submitted to NM Aviation for design services for the apron project.
- NM Aviation has approved the application and forwarded the attached agreement for city approval. Funding for design services is a total of \$71,046, 90% state, 10% city. Funding expires two years from the final signature on the agreement (estimate is March 2018). This is a reimbursement grant and the funds are typically reimbursed within 30 days of request submittal.
- WHPacific has been working on the project and plans are 60% complete. We anticipate plans will be 100% this spring.

## FISCAL INPUT / FINANCE DEPARTMENT

- The FY16 Adopted Budget, Airport Fund, includes the grant funding for this project and does not require a budget resolution.

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**SUPPORT DOCUMENTS:** N19-16-03 Aviation Grant Agreement

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve the N19-16-03 Aviation Grant Agreement in the amount of \$71,046

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Date

Feb 10, 2016

# AVIATION GRANT AGREEMENT

Project Location

N19 - AZTEC MUNICIPAL AIRPORT

Sponsor

AZTEC, CITY OF

Address

201 W CHACO

City

AZTEC

NM

Zip Code

87410

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

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

Participation

STATE ONLY

Funding Breakdown

90-10

Contract No. \_\_\_\_\_

Project No.

N19-16-03

Vendor No.

0000054308

Expiration Date \_\_\_\_\_

Purchase Order No: \_\_\_\_\_

# AVIATION GRANT AGREEMENT

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

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

## 1. Purpose.

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

### a. Project Description:

RECONSTRUCT APRON-DESIGN ONLY

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

	State		Sponsor		Other		Total
\$	63,941	\$	7,105	\$		\$	71,046

## 2. The Sponsor Shall:

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

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

**3. The Department Shall:**

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

**4. Both Parties Agree:**

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

**5. Method of Payment - Reimbursement.**

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

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

**6. Accountability of Receipts and Disbursements.**

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

## **7. Term.**

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

## **8. Termination for Cause.**

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

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

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

## **9. Disposition of Property.**

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

## **10. Representations and Certification.**

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

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

## **11. Assurances.**

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

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

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

### **12. Third Party Beneficiaries.**

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

### **13. New Mexico Tort Claims Act.**

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

### **14. Scope of Agreement.**

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

### **15. Terms of this Agreement.**

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

### **16. Equal Opportunity Compliance.**

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

**17. Appropriations and Authorizations of State and Federal Funds.**

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

**18. Severability.**

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

**19. Applicable Law.**

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

**20. Principal Contacts and Notices.**

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

Name: Daniel R. Moran  
Title: Grants Administrator  
  
Address: New Mexico Department of Transportation - Aviation Division  
PO Box 9830  
Albuquerque, NM 87119  
Office: (505) 244-1788 ext. 9112  
Fax: (505) 244-1790  
E-mail: dan.moran@state.nm.us

Name   
Title   
Sponsor   
Address   
City  NM Zip Code   
Office Phone  Fax   
E-Mail

**21. Amendment.**

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

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

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

Date: \_\_\_\_\_

Recommended by:

By: \_\_\_\_\_  
Aviation Division Director  
or Designee

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Assistant General Counsel

Date: \_\_\_\_\_

**SPONSOR**

Print Name: City of Aztec

By: \_\_\_\_\_

Date: February 23, 2016

Title: Sally Burbridge, Mayor

CITY ATTORNEY APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Larry T. Thrower

\_\_\_\_\_  
Karla Sayler, City Clerk

# Staff Summary Report

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**MEETING DATE:** February 23, 2016  
**AGENDA ITEM:** IX. CONSENT AGENDA (E)  
**AGENDA TITLE:** Acceptance of FY2015 Annual Financial Report

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**ACTION REQUESTED BY:** Finance Department  
**ACTION REQUESTED:** Accept FY2015 Annual Financial Report  
**SUMMARY BY:** Kathy Lamb

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## PROJECT DESCRIPTION / FACTS

- The FY15 Annual Financial Report was approved for release by the State Auditor's Office on February 4, 2016. As per Sec 12 -6 -5 NMSA 1978, the audit report does not become public record until 5 days from the date of the State Auditor's release, or February 9, 2016. The State Auditor's office also approved final payment to Axiom CPA for the FY15 audit which will be processed when final invoice is received.
- The FY15 Annual Financial Report includes reporting of the City's liability for the employee pension plan (PERA). Note 11 in the financial report provides detailed information on the liability reporting.
- Page 121 of the report identifies the findings.
  - A finding from the FY14 audit was repeated in FY15. The audit identified a material weakness related to Access Controls and Payroll and Cash Disbursement Control Cycles. The issue is the access to all functions of the accounting system by the Finance Director. To correct this and limit access to function, new menus have been developed and are assigned by user. No personnel within the Finance Department have access to users or menus within the computer software used for accounting, utility billing, fixed assets, business licenses or work orders.
- Management's Discussion and Analysis (MD &A) begins on page 9; Basic Financial Statements begin on page 21 and notes to the financial statements on page 34. Supplementary information begins on page 101.

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**SUPPORT DOCUMENTS:** FY2015 Annual Financial Report (bound copies provided to Commission separately, electronic document available [www.aztecnm.gov](http://www.aztecnm.gov)  
NM Office of the State Auditor Release Letter, 02-04-16

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to accept the FY2015 Annual Financial Report.

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Timothy Keller  
State Auditor

Sanjay Bhakta, CPA, CGFM, CFE, CGMA  
Deputy State Auditor

**State of New Mexico**  
**OFFICE OF THE STATE AUDITOR**

February 4, 2016

SAO Ref. No. 6008

The Honorable Sally Burbridge, Mayor  
City of Aztec  
201 W. Chaco  
Aztec, NM 87410-1915

SUBJECT: Audit Report—City of Aztec—2014-2015 Fiscal Year—Prepared by Axiom CPA and Business Advisors, LLC

The audit report for your agency was received by the Office of the State Auditor (Office) on December 15, 2015. The State Auditor's review of the audit report required by Section 12-6-14(B) NMSA 1978 and 2.2.2.13 NMAC has been completed. This letter is your authorization to make the final payment to the Independent Public Accountant (IPA) who contracted to perform the agency's financial and compliance audit. In accordance with Section 2 of the audit contract, the IPA is required to deliver the specified number of copies of the audit report to the agency.

Pursuant to Section 12-6-5 NMSA 1978, the audit report does not become public record until five days after the date of this release letter, unless your agency has already submitted a written waiver to the Office. Once the five-day period has expired or upon the Office's receipt of a written waiver, the audit report shall be:

- released by the Office to the Legislative Finance Committee and the Department of Finance and Administration;
- posted by the Office on our website; and
- presented by your agency to a quorum of the agency's governing authority at a public meeting, per Section 2.2.2.10(J)(3)(d) NMAC, *Requirements for Contracting and Conducting Audits of Agencies*.

The IPA's findings and comments are included in the audit report on pages 121-123. **It is ultimately the responsibility of the governing authority of the agency to take corrective action on all findings and comments.**

Sincerely,

A handwritten signature in black ink that reads "Timothy Keller".

Timothy Keller  
State Auditor

cc: Axiom CPA and Business Advisors, LLC

# Staff Summary Report

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**MEETING DATE:** February 23, 2016  
**AGENDA ITEM:** IX. CONSENT AGENDA (F)  
**AGENDA TITLE:** Resolution 2016-989 Surplus

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**ACTION REQUESTED BY:** Library  
**ACTION REQUESTED:** Approval  
**SUMMARY BY:** Kathy Lamb

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## PROJECT DESCRIPTION / FACTS

- The Library, during the normal course of operations, reviews circulation of all materials. Materials which are not circulating or are out of date are pulled from the shelves and become surplus material. These items would have been purchased with city or state library funds or donated to the library. Materials pulled include a large collection of adult and youth books, several DVDs and music CDs.
- Approved library surplus items will be disposed of in a variety of ways to best serve the library and the community. Materials which may have use to Good Sam's, local pre-schools, and/or veteran's programs will be donated. Materials which may have public interest will be packaged and available for sale at the library. Other materials may be packaged and sent to book outlets at no cost to the city. The Public Surplus website has not resulted in interest library materials, although it will continue to be utilized as well.
- If the items are not sold they will be donated or disposed of according to NM Statute Section 3-54-2 and Procurement Statute 13-6-1. Disposition of obsolete, worn-out or unusable tangible personal property.

## FISCAL INPUT / FINANCE DEPARTMENT

- Revenues from auction to be applied to General Fund / Joint Utility Fund

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**SUPPORT DOCUMENTS:** Resolution 2016-989  
Surplus List

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Resolution 2016-989 Declaring Certain Municipal Property Not Essential For Municipal Purpose and Directing It Be Sold or Disposed.

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# CITY OF AZTEC RESOLUTION 2016-989

**A RESOLUTION DECLARING CERTAIN MUNICIPAL PROPERTY NOT ESSENTIAL FOR MUNICIPAL PURPOSE AND DIRECTING IT BE SOLD, OR IF THE PROPERTY HAS NO VALUE, DONATE THE PROPERTY TO ANY ORGANIZATION DESCRIBED IN SECTION 501(c)3 OF THE INTERNAL REVENUE CODE OF 1986 OR DISPOSED.**

**WHEREAS**, Sections 3-54-2 and 13-6-1 of NMSA, 1978 Compilation authorizes municipalities to sell personal property which is not essential for a municipal purpose or if the property has no value, donate the property to any organization described in Section 501(c)3 of the Internal Revenue Code of 1986; and

**WHEREAS**, the City of Aztec owns certain personal property which is obsolete and/or surplus and no longer needed or useful to the City; and

**WHEREAS**, the Governing Body wishes to declare this property not essential for a municipal purpose so that it can be sold or donated according to statute.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY** of the City of Aztec, New Mexico that the personal property below described which is owned by the City is surplus and not essential for a municipal purpose.

PASSED, APPROVED AND SIGNED this 23rd day of February, 2016.

\_\_\_\_\_  
MAYOR SALLY BURBRIDGE

ATTEST:

\_\_\_\_\_  
CITY CLERK KARLA SAYLER

RESOLUTION 2016-989  
LIBRARY SURPLUS LIST

Juvenile Non-fiction

Italy	Countries of the World Set
Indonesia	Countries of the World Set
Afghanistan	Countries of the World Set
New Zealand	Countries of the World Set
Myanmar	Countries of the World Set
Morocco	Countries of the World Set
Argentina	Countries of the World Set
Chile	Countries of the World Set
Hungary	Countries of the World Set
Singapore	Countries of the World Set
USA	Countries of the World Set
South Korea	Countries of the World Set
The Netherlands	Countries of the World Set
Vietnam	Countries of the World Set
The Philippines	Countries of the World Set
South Africa	Countries of the World Set
Ukraine	Countries of the World Set
Haiti	Countries of the World Set
Brazil	Countries of the World Set
Venezuela	Countries of the World Set
Malaysia	Countries of the World Set
Syria	Countries of the World Set
France	Countries of the World Set
Scotland	Countries of the World Set
Sweden	Countries of the World Set
Spain	Countries of the World Set
Star Wars Battles for the Galaxy	
Helen Keller	Polcovar, Jane
Horse	Clutton-brock, juliet
Texas	Heinrichs, Ann
Florida	Heinrichs, Ann
Iraq	Countries of the world
Kenya	Countries of the world
Jamaica	Countries of the world
Costa Rica	Countries of the world
Uganda	Countries of the world
Nigeria	Countries of the world
Liberia	Countries of the world
Thailand	Countries of the world
Pakistan	Countries of the world

RESOLUTION 2016-989  
LIBRARY SURPLUS LIST

**Adult Non-Fiction**

Eat this, not that  
Breast cancer: the complete guide  
The melanoma book  
Healing back pain  
Leprosy (Hansen's disease)  
Guinness world records 2009  
Charlie Wilson's war  
Eat this, not that  
Schizophrenia revealed  
Brain allergies  
Yellow Fever  
Body dysmorphic disorder  
How to live with schizophrenia  
Good news for the chemically dependent and those who love them  
IBS The first year  
Beating the blood sugar blues  
Help! My underwear is shrinking!  
Brain disorders  
Coping with Tourette syndrome and tic disorders  
Mayo Clinic on Alzheimer's disease  
Satanic ritual abuse  
The best life guide to managing diabetes  
The andropause mystery  
Perfect bones  
101 tips for improving your blood sugar  
101 tips for staying healthy with diabetes  
Drug therapy and psychosomatic disorders  
The fastest way to get pregnant naturally  
Solar living source book  
Harmonic wealth  
When feeling bad is good  
Dr. Dean Ornish's program for reversing heart disease  
The cholesterol hoax  
Healthy heart  
Fat and cholesterol are good for you  
Life beyond headaches  
Making the antidepressant decision  
Schema therapy  
Schema therapy  
Healing Schizophrenia  
A primer on prostate cancer

Zinczenko, David

Young, Jeffrey E.  
Hoffer, Abram  
Strum, Stephen B

RESOLUTION 2016-989  
LIBRARY SURPLUS LIST

The eyes have it  
Complete guide to fertility  
Malignant sadness  
PMS  
Cosmetic surgery for teens  
Save your hearing now  
The dangers of cosmetic surgery  
Catholicism for dummies

Chaney, Earlyne  
Carson, Sandra  
Wolpert, Lewis  
Lark, Susan M  
Winkler, Kathleen  
Seidman, Michael  
Alagna, Magdalena  
Trigilio, John

## Young Adult Fiction

Initiation  
The man who was Poe  
The book of the maidservant  
The Halloween Tree  
The poison eaters  
Tiger, Tiger  
Snakecharm  
Beyond the Chocolate war  
The Carrie Diaries  
Oh, my, gods  
Token of darkness  
Beauty Queens  
Freeze game  
The killer's tears  
Playing with fire  
Three black swans  
Etched in blood  
Revenge and betrayal  
To pledge allegiance  
Earthgirl  
Reality check  
The Prophecy of the stones  
A curse dark as gold  
True confessions of a heartless girl  
Perfect mistake  
Beautiful disaster  
Confessions  
Suspicion  
Private  
The Martian chronicles  
The true confessions of Charlotte Doyle

Bird, Isobel  
Avi  
Barnhouse, Rebecca  
Bradbury, Ray  
Black, Holly  
Banks, Lynne Reid  
Atwater-Rhodes, Amelia  
Cormier, Robert  
Bushnell, Candace  
Childs, Tera Lynn  
Atwater-Rhodes, Amelia  
Bray, Libba  
Ayarbe, Heidi  
Bondoux, Anne-Laure  
Blake, Emily  
Cooney, Caroline  
Chen, Wei Dong  
Chen, Wei Dong  
Chen, Wei Dong  
Cowan, Jennifer  
Calonita, Jen  
Bujor, Flavia  
Bunce, Elizabeth C.  
Brooks, Martha  
Brian, Kate  
Brian, Kate  
Brian, Kate  
Brian, Kate  
Brian, Kate  
Bradbury, Ray  
Avi

**RESOLUTION 2016-989  
LIBRARY SURPLUS LIST**

Hero Tales	Arakawa, Hiromu
Beta	Cohn, Rachel
You know where to find me	Cohn, Rachel
Girl v. boy	Collins, Yvonne
The traitor Game	Collins, B. R.
The bumblebee flies anyway	Cormier, Robert
Wabi	Bruchac, Joseph
Dark wraith of Shannara	Brooks, Terry
The Chocolate war	Cormier, Robert
The last of the mohicans	Cooper, James Fenimore
The dark city	Fisher, Catherine
Soul enchilada	Gill, David Macinnis
Rodzina	Cushman, Karen
Bunker 10	Henderson, J. A.
Kiss of frost	Estep, Jennifer
Touch of frost	Estep, Jennifer
The painted boy	de Lint, Charles
Catherine called Birdy	Cushman, Karen
Little, big	Crowley, John
Eva	Dickinson, Peter
Ala carte	Davis, Tanita S.
The blue girl	de Lint, Charles
Once dead, twice shy	Harrison, Kim
The sleepwalkers	Gates, J. Gabriel
Best friends for never	Harrison, Lisi
The clique	Harrison, Lisi
P.S. I loathe you	Harrison, Lisi
The pretty committee strikes back	Harrison, Lisi
Dial L for loser	Harrison, Lisi
Bratfest at Tiffany's	Harrison, Lisi
Alphas	Harrison, Lisi
Book of a thousand days	Hale, Shannon
Stargazer	Gray, Claudia
The other side of the island	Goodman, Allegra
King of the pygmies	Fuqua, Jonathon Scott
Something deadly this way comes	Harrison, Kim
Everythikng beautiful	Howell, Simmone
Starfleet academy: the edge	Josephs, Rudy
Griffin rising	Karchut, Darby
In Odd we trust	Chan, Queenie
Wuillblade	Chandler, Ben
Listening at the gate	James, Betsy
Heroes and Chaos	Chen, Wei Dong

RESOLUTION 2016-989  
LIBRARY SURPLUS LIST

X-Men  
The missing

Mallory, Michael  
Mazer, Norma Fox

## Adult Fiction

Lying in wait  
The girl who chased the moon  
The relic  
Storm of swords  
This book is full of spiders  
I shudder at your touch  
The shelters of stone

Jance, J.A.  
Allen Sarah Addison  
Preston, Douglas  
Martin, George R.R.  
Wong, David  
  
Auel, Jean M.

## Easy Fiction

Finding Nemo  
Baby surprises  
Fairyflies  
Grumpy, frumpy, happy, snappy  
Bedtime kiss for little fish  
Time for bed, Spot  
Row, row, row your boat  
First picture Spanish  
Piggies, Cerditos  
Trucks and diggers  
Baby colors  
Animal babies  
Oh my oh my oh dinosaurs!  
A Christmas present for me  
Booky  
The princess & the popstar  
One rainy day  
Philly joe giraffe's jungle jazz  
Dream snow  
More spaghetti I say!

Kobble, Katie  
Grover, Lorie An  
Hill, Eric  
Kubler, Annie  
Brooks, Felicity  
Wood, Audrey  
  
Hale, Rachael  
  
Boynton, Sandra  
Karr, Lily  
Engelbreit, Mary  
Rosenblum, Jill  
Salzano, Tammi  
Hurwitz, Andy  
Carle, Eric  
Gelman, Rita

RESOLUTION 2016-989  
LIBRARY SURPLUS LIST

**Southwest Non-fiction**

Scenic driving New Mexico	Parent, Laurence
50 Hikes in Northern New Mexico	Huschke, Kai
Hiking New Mexico	Parent, Laurence
Day hikes in the Santa Fe area	
Best hikes with children in New Mexico	Julyan, Bob
New Mexico off the beaten path	Harris, Richard K

**DVD**

Little House on the prairie season 2 disc 3	DVD
Learn to speak Spanish Vol 1 unit 2 (duplicate)	DVD
Learn to speak Spanish Vol 1 unit 2 (duplicate)	DVD

**Juvenile fiction**

Midnight	Hunter, Erin
Welcome to Dead House	Stine, R.L.
Revenge of the wannabes	Harrison, Lisi
Tales from a not-so-popular party girl	Russell, Rachel Renee
Tales from a not-so-fabulous life	Russell, Rachel Renee

# Staff Summary Report

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<b>MEETING DATE:</b>	February 23, 2016
<b>AGENDA ITEM:</b>	IX. CONSENT AGENDA (G)
<b>AGENDA TITLE:</b>	Red Apple Transit Agreement

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<b>ACTION REQUESTED BY:</b>	City Manager's Office
<b>ACTION REQUESTED:</b>	Approval
<b>SUMMARY BY:</b>	Sherlynn Morgan

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## **PROJECT DESCRIPTION / FACTS**

The Red Apple Transit provides public transportation services to the citizens of Aztec.

The City Aztec and the City of Farmington have entered into this agreement for the last several years.

The agreement shall be effective October 1, 2015 through September 30, 2016.

The City of Aztec will pay the City of Farmington \$19,651.12 for the annual contract. The payments will be made on a quarterly basis in the amount of \$4,912.78

## **FISCAL INPUT / FINANCE DEPARTMENT (if applicable)**

This agreement does not have an increase from last year.

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<b>SUPPORT DOCUMENTS:</b>	Red Apple Transit Agreement
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<b>DEPARTMENT'S RECOMMENDED MOTION:</b>	Move to Approve Red Apple Transit Agreement
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RED APPLE TRANSIT AGREEMENT  
FARMINGTON - AZTEC

The City of Aztec, New Mexico, hereinafter called Aztec, and the City of Farmington, New Mexico, hereinafter called Farmington, enter into this agreement to provide public transportation services between Aztec and Farmington.

WHEREAS, Aztec does not operate a public transportation service for citizens residing in Aztec; and

WHEREAS, Farmington provides public transportation services within the city limits of Farmington on the Red Apple Transit and wishes to extend those services to the residents of Aztec; and

WHEREAS, Farmington and Aztec desire to enter into an agreement whereby such services are provided to citizens of Aztec and desire to set forth herein their understanding and covenants concerning the services to be provided.

NOW, THEREFORE, it is mutually agreed and understood by and between the parties hereto, as follows:

1. Services. Farmington shall provide Red Apple Transit service routes to and from Aztec consisting of five daily round trips departing from the Orchard Plaza Shopping Center at approximately 6:25 a.m., 10:00 a.m., 12:00 p.m., 2:00 p.m. and 5:30 p.m., and connecting with seven stop locations in Aztec that are designated by the Aztec City Manager. The bus transit service shall run Monday through Saturday throughout the year with the following holiday exceptions: Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

2. Effective Date and Term. This Agreement shall be effective October 1, 2015 and shall terminate on September 30, 2016.

3. Compensation. Aztec will compensate Farmington for the services rendered in the annual amount of Nineteen Thousand Six Hundred Fifty-One Dollars and 12/100 (\$19,651.12) payable in quarterly payments of Four Thousand Nine Hundred Twelve Dollars and 78/100 (\$4,912.78).

4. Purpose/Non-Discrimination. Farmington agrees to expend said funds to provide the services described herein and for no other purpose. Farmington further agrees that it shall not discriminate in the provision of services hereunder on the basis of race, creed, national origin, age, sex, or religion.

5. Independent Contractor/Indemnity. It is understood and agreed that Farmington is an independent contractor and shall not act, or represent to be acting, as an employee, agent or servant of Aztec, and Farmington further agrees to hold Aztec harmless from and against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees sustained by any person or persons and resulting from Farmington's actions, omissions, or the action or omissions of its employees, agents or servants under this Agreement.

6. Termination. Either party may terminate this Agreement on thirty (30) days written notice to the other party.

The parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF FARMINGTON

CITY OF AZTEC

By Robert Campbell  
*Asst:*  
~~Robert Mayes, City Manager~~  
Robert Campbell

By \_\_\_\_\_  
Joshua Ray, City Manager

Date: 1/29/16

Date: \_\_\_\_\_

Approved as to Form:  
Legal Department

Approved as to Form:  
Legal Department

By Russell Howard

By \_\_\_\_\_

Date 1/12/16

Date \_\_\_\_\_

# Staff Summary Report

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**MEETING DATE:** February 23, 2016  
**AGENDA ITEM:** XIII. LAND USE HEARING (A)  
**AGENDA TITLE:** 2016-007 Special Use Permit – Dog Grooming - Kennel  
106 S. Main Avenue

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**ACTION REQUESTED BY:** Jill Cox  
106 S. Main Avenue  
Aztec, NM 87410

**ACTION REQUESTED:** Division 3, Special Use Permit  
Sec 26-4-531, 532

**SUMMARY BY:** William M. Homka AICP, CFM

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## PROJECT DESCRIPTION / FACTS

This request seeks the approval from City Commission to establish a Dog & Cat Grooming & Day Care/ Boarding business in downtown Aztec. The property is zoned C-1 Commercial – Limited. Its address is 106 S. Main Avenue. Pet Grooming is a permitted use in C-1 Commercial; however the inclusion of the services for overnight boarding falls into the category as a kennel. Domestic animal kennels are not a permitted or conditional use in either of Aztec's commercial districts. They are typically relegated to light manufacturing zoning classifications due to the noise that emanates from the sites when animals are outside and dogs typically bark. In the Aztec zoning ordinance kennels are a permitted use in A-1 Agricultural or Rural Districts.

The minimum size parcel for A-1 zoning is five (5) acres. There are lots in Aztec that are smaller than the minimum that existed before the zoning code was adopted. These parcels were 'grandfathered' in as A-1 based on their use at the time when the code was adopted. A quick look at Aztec's zoning map will show that Aztec's parcels with A-1 zoning are not near downtown or what is considered the 'commercial corridors.' This makes sense, as the intensity of land uses usually run from the high intensity downtown zoning classifications outward to lower land use intensities such as agriculture.

The general development information is as follows:

Parcel Information:

Zoning: C-1 Commercial – Limited

Dimensions: About 25' x 140'  
Typical lot area = 6,600 sq. ft.

Area: 0.08 acres

Owner: Daniel Larabee  
PO Box 580  
Aztec, NM 87410

Floodplain Area: No

Access: Public roadway frontage (S. Main Avenue and Alley)

## **SUMMARY**

The purpose of the Special Use Permit (SUP) code section is to take into account that the zoning code cannot identify all uses, either at the time of its adoption or in the future. It is an opportunity for the City Commission and the business community to meet together to review special circumstances. Uses not permitted nor mentioned in the zoning code can request a Special Use Permit approval by the Aztec City Commission, under Sec. 26-4-531 'Purpose' of the special use section *"recognizing that certain uses may be desirable when located in the community, but that these uses may be incompatible with other uses permitted in a district, certain special uses, when found to be in the special interest of the public health, safety, and general welfare of the city may be permitted by the City Commission."*

There is presently only one active kennel in the city of Aztec. It is part of Aztec Animal Clinic located at 1603 W. Aztec Blvd. at the intersection with Hilltop Dr. That site is zoned C-2 Commercial – General and is adjacent to Big O (Lubrication business). It has existed as a secondary use to the veterinary clinic for 'as long as people can remember.'

The applicant is related to the veterinarian operating the Aztec Animal Clinic. She has practiced professional dog grooming for numerous years at various businesses. She would like to utilize the downtown address because of the location as well as the interior layout of the facility. Staff toured the building last month with the applicant as she explained her vision for the building's use. There are five (5) rooms behind what would be considered the main entry / front office area. The back rooms are presently separated by double doors.

The applicant provided a rough sketch of how the building would be used. The front office would have one grooming station to the left of the entry, in the front window. This would obviously add some activity onto Main Avenue. A receptionist area is proposed to be located to the right of the entrance. In the rear area there is one room proposed for 'small dogs' day care.' The other rooms are for cats and large/medium dog dogs. There is a room titled 'bathing area' to the rear of the building, just before the restroom. At the rear of the building is a doorway that leads to the backyard outside. The area is very small and is the only place where dogs would be able to relieve themselves. Staff spoke to the applicant about this and was assured the area would be well maintained as it is the only outdoor area. It is enclosed with a fence.

On the positive side the building is currently one of several vacant structures in downtown Aztec. A new business would help draw more activity. Indeed staff received a call from one of the downtown business owners who supported the business, stating that any new business that draws more customers downtown "is a good thing." Parking would be on street, except there are two spaces off of the alley for employees. There are no parking requirements for downtown businesses, thus the outdoor area could more than double in size for the boarding function/ animal recess area.

The only downside to this application is the boarding / daycare. The applicant runs another business and this would be a second business for her. She emphasized that the boarding function is not an extended stay option, but emphasized its connection to the grooming service. People would be able to drop off their animals in the morning and the pets would be stored until it's their turn for getting beautified. Staff will leave the rest of this explanation to the applicant for the commission meeting.

If this were for an extended stay boarding facility staff would recommend disapproval for the request. As it is this request is 'on the fence' in terms of an approval/disapproval. Staff explained the request at a plan app meeting and most of those present were not favorable toward the boarding service. Staff acknowledges that the brevity of the animal visits may not have been emphasized enough to the plan app committee, and they did not have the opportunity to meet the business owner either.

Hence if the animal boarding service is merely a daily function, connected to the grooming service, available for people to drop their pets off in the morning and pick them up after work, then staff is in favor of this application. It will generate a significant increase in the volume of business activity in downtown; the outdoor area, though minimal – exists only to serve dogs visiting daily; the outdoor area could be expanded over the parking area because parking is not required in downtown; and only one call was received which was in favor of this case.

It should be stipulated, however, that if nuisance complaints are generated as a result of this business due to extensive barking outside or from unsanitary conditions of the yard, that the commission has the right to revoke this Special Use Permit. In other words, since this is not a use permitted in C-1 by right, then the SUP would be granted on the merits of the proprietors operation of the business. Metrics for measuring whether or not the business is a nuisance would include the number of incidences per month and by type. The proprietor is leasing the building, and staff recommends the city commission review this SUP again at the end of the first year's lease to see how well the use fits within the context of downtown.

## **FINDINGS OF FACT**

1. The application, 2016-017, is a request for a Special Use Permit to allow a dog boarding / daycare in downtown Aztec. Downtown is zoned C-1 Commercial Limited and does not permit animal boarding / daycare (kenneling);
2. Uses not permitted nor mentioned in the zoning code can request a Special Use Permit approval by the Aztec City Commission, under Se. 26-4-531 'Purpose' of the special use section 'recognizing that certain uses may be desirable when located in the community, but that these uses may be incompatible with other uses permitted in a district, certain special uses, when found to be in the special interest of the public health, safety, and general welfare of the city may be permitted by the City Commission";
3. This request does not seek to offer long term animal boarding to the public, rather offer the service in connection with the animal grooming customers only;
4. It is arguable that a business intending to come to downtown Aztec is in the general welfare of the city, bringing more activity to downtown;
5. Most of the activity is inside the building at 106 S. Main Ave.;
6. The existing small area for outdoor dog 'rest stops' could be increased in size by replacing the parking area with more grass area;
7. The existing outdoor area is enclosed with fencing;
8. All adjacent property owners were served notice of this application and only one call was received, in support of the business. No calls were received opposing the business, and;
9. The city could require metrics monitoring the potential nuisance calls as well as review this SUP after the first year of business.

**FISCAL INPUT / FINANCE DEPARTMENT (if applicable)**

None

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**SUPPORT DOCUMENTS:**

1. Application
2. Vicinity Map
3. Sketch
4. Applicant Notification Letter
5. Adjacent Property Owner Notification Letter
6. List of Adjacent Property Owners

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**DEPARTMENT'S RECOMMENDED MOTION:** Move To Approve 2016-007, an application for a Special Use Permit to allow a Dog Grooming Business with minimal boarding / daycare as an ancillary service to the grooming customers only for the nine (9) findings of fact noted above.

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# CITY OF AZTEC SPECIAL USE APPLICATION

Application Year: 2016 Application No.: 2016-007 Application Date: 1/21/16

Applicant Name: Jill Cox

Applicant Address: 106 S. Main Aztec NM 87410  
(Street Name) (City) (State) (Zip Code)

Applicant Phone: 505 609-5770

Is Applicant Owner of Property? Lease

Legal Description of the Property:  
(Or address if different than above)

Total Area of Property (acres):

Zoning District: C1 Vacant

Present Use of Property:

Desired Use of Property: Grooming Daycare (dogs & cats)  
Boarding

Reason for Requesting a Special Use Permit:

I desire to open a new business as well as continue an existing one.

Plan Map Available?  YES  NO on back  
(Plan map is required; failure to provide a plan map will cause a delay in the process)

Jill Cox  
Applicant's Signature

1/25/16  
Date

City Commission Meeting Date: 2-23-16

[Signature]

City Planner

ACTION: APPROVED DENIED

TY OF AZTEC  
01/25/2016 16:47 CD

CI

CM DEV ADMIN FEE (ALL PERMITS)

U-A209165  
FMSD CM DEV LAND USE PERMITS AMOUNT  
50.00

PAYMENT RECEIVED AMOUNT  
CHECK: 1330 50.00  
TOTAL 50.00

Yard

Fenced  
Privacy

Backdoor

Bathroom

Bathing Area

Room Lg / Med  
Dogs

Room  
Cats

Room  
SM dogs  
Dax care

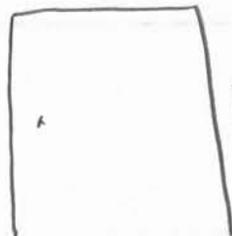
Room  
grooming  
dogs

Front office

Grooming

Receptionist

Window



Front  
door

Window



Mayor  
Sally Burbridge

Mayor Pro-Tem  
Sherri Sipe



Commissioners

Roberta S. Locke  
Katee McClure  
Sheri Rogers

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January 26, 2016

Daniel Larabee  
P.O. Box 580  
Aztec, NM 87410

Dear Mr. Larabee:

As the property owner at 106 S Main, the leasee Jill Cox, has made a request to the City of Aztec Community Development Department for a Variance to open a pet grooming and minimal daycare for dogs and cats.

The City Commission will hear this request during a public meeting to be held on **Tuesday, February 23rd, 2016 at 6:00 PM at City Hall, located at 201 W. Chaco Street in Aztec, NM.** As the business owner, you and your designated representative are required to attend the scheduled Commission meeting regarding this matter. In order to be heard you will need to go to the Commission room 10 minutes prior to the start of the meeting at 6:00 pm where you will be directed to sign in at the Clerk's table for the appropriate hearing.

The public is requested to contact Community Development via phone at 505-334-7605 or email at [whomka@aztecnm.gov](mailto:whomka@aztecnm.gov) to provide support or concerns about this variance request. The public is also invited to attend the scheduled Commission meeting regarding this matter.

Community Development will be creating a staff summary for Commission to provide them with additional information on this variance request. **Please look over the summary prior to the meeting so you are aware of Community Developments stand on this matter. This summary will be available to the public on the City of Aztec website at this location: [http://www.aztecnm.gov/agendas/ccm\\_agenda.pdf](http://www.aztecnm.gov/agendas/ccm_agenda.pdf) the Thursday prior to the scheduled Commission meeting.** Notice of meeting cancellation/rescheduling will also be at this website, so please check the Thursday prior and day of meeting for confirmation.

If you have any further questions, please don't hesitate to call me at 505-334-7605, Monday through Thursday from 7:00 a.m. to 6:00 p.m. Thank you.

Sincerely,

William Homka  
Director  
Community Development

Mayor  
Sally Burbridge

Mayor Pro-Tem  
Jim Crowley



Commissioners

Eugene L. Current  
Roberta Clover  
Sherri A. Sipe

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January 26, 2016

Dear Ms. Cox:

As the leasee at 106 S Main, you have made a request to the City of Aztec Community Development Department for a Variance to open a pet grooming and minimal daycare for dogs and cats.

The City Commission will hear this request during a public meeting to be held on **Tuesday, February 23rd, 2016 at 6:00 PM at City Hall, located at 201 W. Chaco Street in Aztec, NM.** As the business owner, you and your designated representative are required to attend the scheduled Commission meeting regarding this matter. In order to be heard you will need to go to the Commission room 10 minutes prior to the start of the meeting at 6:00 pm where you will be directed to sign in at the Clerk's table for the appropriate hearing.

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Sincerely,

William Homka  
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Commissioners

Eugene L. Current  
Roberta Clover  
Sherri A. Sipe

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January 26, 2016

## PUBLIC NOTICE

Re: Variance Request at 106 S Main

Dear Property Owner:

The property owner at 106 S Main has a request to the City of Aztec Community Development Department for a Variance to open a pet grooming and minimal daycare for dogs and cats.

The City Commission will hear this request during a public meeting to be held on **Tuesday, February 23, 2016 at 6:00 PM located at City Hall, 201 W. Chaco, Aztec, NM**. As the surrounding property owner, you are welcome to attend the scheduled Commission meeting regarding this matter. In order to be heard you will need to go to the Commission room 10 minutes prior to the start of the meeting at 6:00 pm where you will be directed to sign in at the Clerk's table for the appropriate hearing.

The public is requested to contact Community Development via phone at 505-334-7605 or email at [whomka@aztecnm.gov](mailto:whomka@aztecnm.gov) to provide support or concerns regarding this request.

The public is also invited to attend the scheduled Commission meeting regarding this matter.

Community Development will be creating a staff summary for Commission giving them more information on this property and the variance request being made. **Please look over the summary prior to the meeting so you are aware of Community Developments stand on this matter. This summary will be available to the public on the City of Aztec website at this location:**

**[http://www.aztecnm.gov/agendas/ccm\\_agenda.pdf](http://www.aztecnm.gov/agendas/ccm_agenda.pdf) the Thursday prior to the meeting.** Notice of meeting cancellation/rescheduling will also be at this website, so please check the Thursday prior and day of meeting for confirmation.

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Sincerely,

William Homka  
Director  
Community Development