

A G E N D A
City of Aztec
CITY COMMISSION MEETING
August 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. CITIZEN RECOGNITION

VII. EMPLOYEE RECOGNITION

VIII. CONSENT AGENDA

- A. Commission Meeting Minutes, August 9, 2016
- B. Travel Requests
- C. Appointment of 2016 New Mexico Municipal League (NMML) Annual Conference Voting Delegate-Annual Business Meeting
- D. Resolution 2016-1015 Surplus
- E. New Mexico Environment Department and City of Aztec Memorandum of Agreement Amendment #1
- F. City Manger Employment Agreement
- G. Winget & Biven Land Donation to the City of Aztec
- H. Department of Homeland Security Emergency Management Grant Agreement 2015-017 (2015 Monsoons)
- I. Resolution 2016-1017 Adopting the 2018-2022 Infrastructure Capital Improvement Plan (ICIP)
- J. Western Area Power Administration Contract #16-RMR-2270

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"

IX. ITEMS FROM CONSENT AGENDA

X. 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)

XI. LIQUOR LICENSE HEARING

A. Paschall Enterprises, Inc. DBA Five Fifty Brewing-New Liquor License

XII. BUSINESS ITEMS

A. Resolution 2016-1016 Sunday Sales of Alcoholic Beverages at Public Celebrations

XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XIV. DEPARTMENT REPORTS

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

XV. ADJOURNMENT

1
2 CITY OF AZTEC
3 COMMISSION MEETING MINUTES
4 August 09, 2016

5 **I. CALL TO ORDER**

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

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9 **II. INVOCATION**

10 The Invocation was lead by Judge Carlton Gray

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13 **III. PLEDGE OF ALLEGIANCE**

14 The Pledge of Allegiance was led by General Services Director, Steve Mueller

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17 **IV. ROLL CALL**

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19 Members Present: Mayor Sally Burbidge; Commissioner Katee McClure;
20 Commissioner Austin Randall

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22 Members Absent: Mayor Pro-Tem Sherri Sipe; Commissioner Sheri
23 Rogers

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25 Others Present: City Manager Joshua Ray; City Clerk Karla Saylor;
26 Project Manager Ed Kotyk (see attendance sheet)

27
28 **V. AGENDA APPROVAL**

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30 MOVED by Commissioner Randall, SECONDED by Commissioner McClure to
31 Approve the Agenda as Presented

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33 **VI. CITIZEN RECOGNITION**

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35 None

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37 **VII. EMPLOYEE RECOGNITION**

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39 None

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41 **VIII. CONSENT AGENDA**

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43 MOVED by Commissioner McClure, SECONDED by Commissioner Randall to
44 Approve the Consent Agenda

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- 1 A. Commission Meeting Minutes, July 26, 2016
- 2 B. Travel Requests
- 3 C. Destruction of Utility Administration Records (Delain)
- 4 D. Resolution 2016-1013 Surplus
- 5 E. Resolution 2016-1014 Define Scope and Financial Support of New Mexico
- 6 Department of Transportation Local Government Road Fund Cooperative
- 7 Funding for 2016/2017, Project No. SP-5-17 (187)
- 8

9 **IX. ITEMS FROM CONSENT AGENDA**

10 None

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13 **X. CITIZENS INPUT**

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15 Kim Gilkey, 405 Lovers Lane expressed her concerns on the Lovers Lane
16 irrigation culvert and asked for commission's recommendation on what can be done to
17 divert the water. Josh mentioned that the Public Works Department is still working on a
18 proposal to get it fixed and that the City will be placing sandbags in the meantime to
19 help. He also mentioned that the Lower Animas Ditch Company is working on solidifying
20 the walls all the way down and Public Works is working on the road as well.

21
22 **XI. BUSINESS ITEMS**

- 23
24 A. RFP 2015-540 Utility Cost of Service & Rate Study Award

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26 Josh mentioned that this is an item that has been talked about for a few years on
27 reviewing our rate structures, expenditures and revenues and to see where our utilities
28 are at. He mentioned that the city has been working on the utilities to make sure they
29 are working effectively. He mentioned that the City went out for proposals and in the
30 staff summary are the amounts one is the original proposal cost of \$113,010 the other is
31 an amended cost of (less sanitation) of \$108,240. Commissioner McClure asked for
32 clarification on section 2 in the contract on compensation and what the consequences
33 would be if the contractor does not complete the project. Josh mentioned that if there
34 are any changes to the contract it will need to be brought back to commission for
35 approval. The work will begin as soon as possible and should be completed by the end
36 of the year. There is a possibility that there will be new utility rates in January 2017.

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38 MOVED by Commissioner Randall, SECONDED by Commissioner McClure to
39 Approve the Award and Contract with Raftelis Financial Consultants Inc. for RFP 2016-
40 540 Utility Cost of Service and Rate Study

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42 All Voted Aye; Motion Passed Three to One

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XII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

Josh mentioned that today was Project Manager Ed Kotyk's birthday and mentioned that he was out today observing the streets from the storm. Josh mentioned that they had a meeting about Blanco St. and Commissioner Randall was in attendance.

Commissioner Randall mentioned that he attended a COG meeting in Farmington. Mayor Burbridge mentioned that the speaker Rick Sebenoler, Regional Economic Development Administration Representative for our region is proposing to use San Juan County as a test base to try to do a project where he comes together to do an integration piece. His proposal while he was here was to host a forum and invite federal delegators and representatives to show what the needs are and see where they can help with economic development in our areas.

Commissioner McClure mentioned that the Macaroni and Cheese festival is Saturday at Riverside Park.

XIII. DEPARTMENT REPORTS

XIV. ADJOURMENT

Moved by Mayor Burbridge, SECONDED by Commissioner Randall to adjourn the meeting at 6:36 p.m.

Mayor, Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Karla Sayler, City Clerk

Staff Summary Report

MEETING DATE:	August 23, 2016
AGENDA ITEM:	VIII. CONSENT AGENDA (B)
AGENDA TITLE:	Travel Requests

ACTION REQUESTED BY:	Commission and Administration
ACTION REQUESTED:	Approval of Employee/Public Official Travel Requests
SUMMARY BY:	Kathy Lamb

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.
- City Mayor is requesting approval for her attendance to the COG Meeting that occurred on August 11, 2016, regarding EDA Grants and Solid Waste Collection in Gallup, NM.
- City Manager is requesting approval of attendance at the NMML Annual Conference in Hobbs, NM. This conference will provide the opportunity to attend educational sessions and seminars. He will also attend the NM Manager's Association Meeting. This is required for ICMA annual training hours.
- The Commission is requesting approval for the following:
 - City Mayor is requesting approval of attendance at the NMML Annual Conference in Hobbs, NM. She is currently the Vice President of the Board and is running for President and she will also be presenting on the HUB that is the first rural incubator in the state.
 - The Commission is requesting approval of attendance at the NMML Annual Conference in Hobbs, NM. The commissioner will be a voting delegate at the annual business meeting and will be the only Commissioner that will be attending.
- 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 August 23, 2016

DEPARTMENT'S RECOMMENDED MOTION: Approve Employee/Public Official Travel Requests

**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: AUGUST 23, 2016**

Dates of Travel	Department	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY17 Budget Available
08/11/16	Commission	Council of Government Meeting Gallup, NM.	No	No	24.18	Actual Cost for Fuel	Yes
08/30-09/02/16	Administration	NMML Annual Conference NM Manager's Association Meeting (Required ICMA annual training hours) Hobbs, NM.	Yes	No	132.00 330.00 576.46 229.86	Meal & Gratuity Allowance Registration Reimb. rate/mileage Lodging	Yes
08/30-09/02/16	Commission	NMML Annual Conference NM Manager's Association Meeting Hobbs, NM.	Yes	No	132.00 155.00	Meal & Gratuity Allowance Estimated Cost for Fuel (Reimb. by NMML)	Yes
08/30-09/02/16	Commission	NMML Annual Conference NM Manager's Association Meeting Hobbs, NM.	Yes	No	144.00 280.00 125.00 298.00	Meal & Gratuity Allowance Registration Estimated Cost for Fuel Lodging	Yes

Staff Summary Report

MEETING DATE: August 23, 2016
AGENDA ITEM: VIII. CONSENT AGENDA (C)
AGENDA TITLE: Appointment of 2016 New Mexico Municipal League (NMML)
Annual Conference Voting Delegate-Annual Business Meeting

ACTION REQUESTED BY: City Commission, City Clerk on behalf of the NMML
ACTION REQUESTED: Approve Delegates
SUMMARY BY: Karla Sayler

PROJECT DESCRIPTION / FACTS

- The 59th Annual NMML Conference will be held August 31-September 2, 2016 in Hobbs, NM.
- The League has requested that each Municipality appoint a voting delegate and an alternate to participate in the Annual Business Meeting on Thursday.
- Governing Body members who plan to attend this conference are: Mayor, Sally Burbridge, and Mayor Pro-Tem, Sherri Sipe
- It is recommended that Mayor Pro-Tem Sherri Sipe be appointed as the voting delegate.

SUPPORT DOCUMENTS: Memo from the New Mexico Municipal League

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Mayor Pro-Tem Sherri Sipe as Voting Delegate for the 2016 Annual New Mexico Municipal League Business Meeting.



MUNICIPAL CLERKS: PLEASE DISTRIBUTE COPIES TO YOUR ENTIRE GOVERNING BODY

TO: MAYORS/ GOVERNING BODY MEMBERS
FROM: William F. Fulginiti, Executive Director
SUBJECT: 2016 ANNUAL CONFERENCE VOTING DELEGATES
DATE: July 14, 2016

The 59th Annual Conference of the NM Municipal League will be held August 31st through September 2nd in Hobbs.

At the Annual Business Meeting on Thursday, September 1st, a President Elect, Vice President, Treasurer and three Directors-at-Large (2-Year Term) will be elected. Also, the *Annual Statement of Municipal Policy* and *Annual Conference Resolutions* will be adopted.

Each member municipality in good standing that is registered and attending the Annual Conference shall be entitled to one delegate vote in electing officers, deciding municipal policy and voting upon all other questions at the Annual Business Meeting. A municipality in good standing means that at least one-half of the municipality's current League annual dues must have been paid prior to or at the Conference. The vote of the municipality is cast by the Voting Delegate (or in her/his absence, the Alternate) who is selected by the governing body of the municipality.

The Annual Business Meeting will be conducted in accordance with Robert's Rules of Order Revised, and the Annual Business Meeting Rules and Procedures, which shall govern the actions and deliberations of the League membership assembled in convention. Attached for your information are the *Policy Process Outline and the Annual Business Meeting Rules and Procedures*.

Please place the selection of a Voting Delegate and Alternate on the agenda of your next official governing body meeting. **The Voting Delegate and Alternate must be persons planning to attend the Conference.** Once they are selected, enter the names and titles of the Voting Delegate and Alternate for your municipality and **return this form to the League Office no later than Friday, August 26, 2016.**

This is not an official registration form for the Annual Conference for either the Voting Delegate or the Alternate. Delegates must register for the Conference on the form provided in the Conference information you have already received.

Voting Delegates and Alternates must check in with NMML Staff at the Credential's Desk at Conference Registration.



Municipality: City of Aztec
Voting Delegate: Sherris Sipe Title: Mayor Pro-Tem
Alternate: _____ Title: _____
Approved By: _____

RETURN BY OR BEFORE AUGUST 26, 2016 to:
Jackie Portillo, Support Services Coordinator
NM Municipal League
P.O. Box 846 - Santa Fe, NM 87504
jportillo@nmml.org
Fax: 505-984-1392

Staff Summary Report

MEETING DATE: August 23, 2016
AGENDA ITEM: VIII. CONSENT AGENDA (D)
AGENDA TITLE: Resolution 2016-1015 Surplus

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

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

SUPPORT DOCUMENTS: Resolution 2016-1015
Surplus List

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2016-1015 Declaring Certain Municipal Property Not Essential For Municipal Purpose and Directing It Be Sold or Disposed.

SURPLUS RESOLUTION 2016-1015

August 23, 2016

SURPLUS LIST

Department	Item/Model	Condition	Reason for Surplus	Location
Library	 <p align="center">Amazon Kindle 4th Gen w/Wifi 4th Gen w/Wifi No Touch</p> <p>B00E-1510-2022-0V5W B00E-1510-2022-0VJX B00E-1510-2022-0BVJ B00E-1510-2022-0VCU B00E-1510-2022-1QSN B00E-1510-2022-0V5X</p>	Poor	Incompatible with library digital media	Library

Library Collections Surplus List

Adult Nonfiction

Representative American Speeches 2001-2002	The Reference Shelf
Representative American Speeches 210-2011	The Reference Shelf
Representative American Speeches 2000-2001	The Reference Shelf
Representative American Speeches 2002-2003	The Reference Shelf
Representative American Speeches 2003-2004	The Reference Shelf
Representative American Speeches 2009-2010	The Reference Shelf
Representative American Speeches 2004-2005	The Reference Shelf
Representative American Speeches 2005-2006	The Reference Shelf
Representative American Speeches 2006-2007	The Reference Shelf
Representative American Speeches 2008-2009	The Reference Shelf
Representative American Speeches 2007-2008	The Reference Shelf
2012 Writer's Market	
2013 Writer's Market	

SURPLUS RESOLUTION 2016-1015

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SURPLUS LIST

Adult Fiction

Los Alamos	Kanon, Joseph
Alibi	Kanon, Joseph
Fall of a cosmonaut	Kaminsky, Stuart
A whisper to the living	Kaminsky, Stuart
To catch a spy	Kaminsky, Stuart
Murder on the Trans-Siberian express	Kaminsky, Stuart
Hard Currency	Kaminsky, Stuart
The dead don't lie	Kaminsky, Stuart
The big silence	Kaminsky, Stuart
Always say goodbye	Kaminsky, Stuart
Midwinter blood	Kallentoft, Mons
Restless heart	Judd, Wynonna
Eight days to live	Johansen, Iris
Against the grain	Jensen, Mary Margaret
the 2012 codex	Jennings, gary
On the wrong track	Hockensmith, Steve
Dragon keeper	Hobb, Robin
City of dragons	Hobb, Robin
Dragon hall	Hobb, Robin
The eagle has flown	Higgins, Jack
The widow fo the south	Hicks, Robert
The dinosaur hunter	Hickam, Homer
Damsels in distress	Hess, Joan
Pacific street	Holland, Cecelia
The third angel	Hoffman, Alice
Here on Earth	Hoffman, Alice
Blue diary	Hoffman, Alice
Mad ship	Hobb, Robin
Forest mage	Hobb, Robin
Candyland	Hunter Evan
Final blackout	Hubbard, L. Ron
Scandalous risks	Howatch, Susan
The heartbreaker	Howatch, Susan
Snow mountain passage	Houston, James D
Seven for a secret	Holt, Victoria
Secret for a nightingale	Holt, Victoria
Loving Francis	Horan, Nancy

SURPLUS RESOLUTION 2016-1015

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SURPLUS LIST

The angel with one hundred wings	Horch, Daniel
Home improvement	
Railroad schemes	Holland, Cecelia
Lily Nevada	Holland, Cecelia
Watch me	Holt, A.J.
Daughter of deceit	Holt, Victoria
Savannah	Jakes, John
Homeland	Jakes, John
Charleston	Jakes, John
American dreams	Jakes, John
Knit the season	Jacobs, Kate
Comfort food	Jacobs, Kate
Night calls	Jacobs, Holly
Laugh lines	Jacobs, Holly
My el Mochito Sephardim	Izay, Jo Roybal
A son of the circus	Irving, John
Isvik	Innes, Hammond
The skins of dead men	Ing, Dean
The ransom of black stealth	Ing, Dean
Loose cannon	Ing, Dean
Butcher bird	Ing, Dean
The substitute bride	Hutchens, Carol
Uncle Bill	James, Will
Sand	James, Will
In the saddle with Uncle Bill	James, Will
Big-enough	James, Will
All in the day's riding	James, Will
The private patient	James, P.D.
The lighthouse	James, P.D.
In murderous company	James, P.D.
Death in holy orders	James, P.D.
The children of men	James, P.D.
The hypnotist	Kepler, Lars
Empire rising	Kelly, Thomas
Death watch	Kelly, Jim
Sacred and profane	Kellerman, Faye
Jupiter's bones	Kellerman, Faye
Day of atonement	Kellerman, Faye
A Christmas blizzard	Keillor, Garrison
A new song	Karon, Jan
The Mitford snowmen	Karon, Jan

SURPLUS RESOLUTION 2016-1015

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SURPLUS LIST

Light from heaven	Karon, Jan
In the company of others	Karon, Jan
a common life	Karon, Jan
Dolores Claiborne	King, Stephen
One good knight	Lackey, Mercedes
Touchstone	King, Laurie R.
The language of bees	King, Laurie R.
the god of the hive	King, Laurie R.
Come sprint	LaHaye, Tim
Family	Kingsbury, Karen
Garment shadow	King, Laurie R.
The game	King, Laurie R.
A visible darkness	King, Jonathon
Midnight guardian	King, Jonathon
Eye of vengeance	King, Jonathon
Acts of nature	King, Jonathon
Christmas with Tucker	Kincaid, Greg
Trillion	Kimmel, Mark
Decimal	Kimmel, Mark
Ride the trail of death	Kieser, Kenneth
The Templar salvation	Khoury, Raymond
True crime	Klaven, Andrew
The identity man	Klaven, Andrew
Ancestral Shadows	
Every fixed star	Kirkpatrick, Jane
A wish for Christmas	Kinkade, Thomas
Home song	Kinkade, Thomas
A Christmas visitor	Kinkade, Thomas
Christmas treasure	Kinkade, Thomas
A Christmas to remember	Kinkade, Thomas
A Christmas star	Kinkade, Thomas
A Christmas promise	Kinkade, Thomas
The Christmas angel	Kinkade, Thomas
Cape light	Kinkade, Thomas
Twenties girl	Kinsella, Sophie
Hope and other dangerous pursuits	Lalami, Laila
The girls	Lansens, Lori
The shadow catcher	Lakeman, Thomas
Mark's story	LaHaye, Tim
Luke's story	LaHaye, Tim
Murder for greenhorns	Kresge, Robert

SURPLUS RESOLUTION 2016-1015

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SURPLUS LIST

Running Hot	Krentz, Jayne Ann
The history of love	Karuss, Nicole
The swan thieves	Kosovea, Elizabeth
77 Shadow street	Koontz, Dean
Rusty nail	Konrath, J.S.
Dirty martini	Konrath, J.S.
Where death delights	Knight Bernard
According to evidence	Knight Bernard
Smooth talking stranger	Kleypas, Lisa
Beasts	Oates, Joyce Carol
Closer than blood	Olsen, Gregg
Return to Harmony	Oke, Jannette
The red geranium	Oke, Jannette
Mission compromised	North, Oliver
Ghost light	O'Connor, Joseph
All that lives must die	Nylund, Eric
Keeper of the keys	O'Shaughnessy, Perri
Case of lies	O'Shaughnessy, Perri
Missing Mom	Oates, Joyce Carol
Falls	Oates, Joyce Carol
The lion of Cairo	Oden, Scott
The museum of Dr. Moses	Oates, Joyce Carol
The cat's table	Ondaatje, Michael
Welcome to my planet	Olson, Shannon
Fire in the blood	Nemirovsky, Irene
Nobody's girl	Nelson, Antonya
House of the rancher	Neatherlin, May
Ratlines	Neville, Stuart
Collusion	Neville, Stuart
Escape from hell	Niven, Larry
Mary	Newman, Janis Cooke
Christmas wishes	Macomber, Debbie
6 Rainer drive	Macomber, Debbie
Mr. Churchill's secretary	Macneal, Susan Elia
Cast into doubt	MacDonald, Patricia
The highest tide	Lynch, Jim
Heads you lose	Lutz, Lisa
Robert Ludlum's The Bourne objective	Lustbader, Eric Van
Robert Ludlum's the Bourne dominion	Lustbader, Eric Van
Robert's Ludlum's The Bourne imperative	Lustbader, Eric Van
Blood trust	Lustbader, Eric Van

SURPLUS RESOLUTION 2016-1015

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SURPLUS LIST

Sister	Lupton, Rosamund
The Tristan betrayal	Ludlum, Robert
Cat to the dogs	Murphy, Shirley Rousseau
Trader of secrets	Martini, Steve
The rule of nine	Martini, Steve
the list	Martini, Steve
The jury	Martini, Steve
Double tap	Martini, Steve
Critical mass	Martini, Steve
The sorrow of archaeology	Martin, Russell
The intruders	Marshall, Michael
Graveminder	Marr, Melissa
And Tyler, too?	Massey, Ellen Gray
Death's half acre	Maron, Margaret
Beatrice and Virgil	Martel, Yann
The piano tuner	Mason, Daniel
Daniel	Mankell, Henning
Soul of the sacred earth	Munn, Vella
A walk through the fire	Muller, Marcia
Cat raise the dead	Murphy, Shirley Rousseau
Cat pay the devil	Murphy, Shirley Rousseau
cat on the edge	Murphy, Shirley Rousseau
Cat in the dark	Murphy, Shirley Rousseau
Cat telling tales	Murphy, Shirley Rousseau
Th1rte3n	Morgan, Richard K.
Batter off dead	Myers, Tamar
Assault and pepper	Myers, Tamar
Bad Bad Brawly Brown	Mosley, Walter
Little Scarlett	Mosley, Walter
Fortunate son	Mosley, Walter
The bughouse affair	Muller, Marcia
Jane Austen: Blood persuasion	Mullany, Janet
Jane and the damned	Mullany, Janet
The cavalier in white	Muller, Marcia
Cape Perdido	Muller, Marcia
Burn out	Muller, Marcia
The ever-running man	Muller, Marcia
The dangerous hour	Muller, Marcia
Cyanide wells	Muller, Marcia
The ancient child	Momaday, N. Scott
Burnt sienna	Morrell, David

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SURPLUS LIST

Coyote waits	Hillerman, Tony
Hunting badger	Hillerman, Tony
The first eagle	Hillerman, Tony
The sinister pig	Hillerman, Tony
Cop to corpse	Lovesey, Peter
A song I knew by heart	Lott, Brett
The Christmas candle	Lucado, Max
A desperate silence	Lovett, Sarah
Dangerous attachment	Lovett, Sarah
Acquired motives	Lovett, Sarah
The Bourne supremacy	Ludlum, Robert
Millennium falcon	Luceno, James
Dark lord	Luceno, James
Cloak of deception	Luceno, James
The company	Littell, Robert
The visiting professor	Littell, Robert
Vicious circle	Littell, Robert
The kindly ones	Littell, Jonathan
Deat low tide	Lott, Brett
The man from Little Junction	Lopez, Wanda Conley
Year zero	Long, Jeff
Jack London's tales of cannibals and headhunters	London, Jack
The greener shore	Llywelyn, Morgan
Moonlight mile	Lehane, Dennis
A most wanted man	LeCarre, John
Our kind of traitor	LeCarre, John
treasure hunt	Lescroart, John
The hunt club	Lescroart, John
What the dead know	Lippman, Laura
Life sentences	Lippman, Laura
Dark matters	Levitt, Paul M.
They thirst	McCammon, Robert
Gone south	McCammon, Robert
No country for old men	McCarthy, Cormac
The crossing	McCarthy, Cormac
Cities of the plain	McCarthy, Cormac
Naked cruelty	McCullough, Colleen
The devil amongst the lawyers	McCrumb, Sharyn
The road	McCarthy, Cormac
Borderlands	McGill, Brian
The face of death	McFadyen, Cody

SURPLUS RESOLUTION 2016-1015

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SURPLUS LIST

River of Gods	McDonald, Ian
The price of malice	Mayor, Archer
Paradise city	Mayor, Archer
Driving lessons	McBain, Ed
The big bad city	McBain, Ed
St. Albans fire	Mayor, Archer
Gladly the cross-eyed bear	McBain, Ed
Fat ollie's book	McBain, Ed
Learning to kill	McBain, Ed
McBain duet	McBain, Ed
Widows	McBain, Ed
Romance	McBain, Ed
Mischief	McBain, Ed
La's orchestra saves the world	McCall Smith, Alexander
The right attitude to rain	McCall Smith, Alexander
The comforts of a muddy Saturday	McCall Smith, Alexander
The charming quirks of Others	McCall Smith, Alexander
The careful use of compliments	McCall Smith, Alexander
The painted veil	Maugham, W Somerset
The journal of Callie wade	Miller, Dawn
Whisper my name	Michaels, Fern
Vegas heat	Michaels, Fern
The Ares decision	Mills, Kyle
Fade	Mills, Kyle
Darkness falls	Mills, Kyle
The paper bag Christmas	Milne, Kevin Alan
Take it off	Minter, J.
The second horseman	Mills, Kyle
When the heart soars free	Moore, Kay
Darling Jim	Moerk Christian
Princess of the veil	Mittermeyer, Helen
The single life	McKeever, Kate
The kitchen daughter	McHenry, Jael
The expected one	McGowen, Kathleen
A day late and a dollar short	McMillan, Terry
Nanny returns	McLaughlin, Emma
Waiting to exhale	McMillan, Terry
Getting to happy	McMillan, Terry
a blue and gray Christmas	Medlicott, Joan
The Ft. Larned incident	Medawar, Mardi Oakley
A light in the dark	McNabb, Fran

SURPLUS RESOLUTION 2016-1015

August 23, 2016

SURPLUS LIST

The inner circle	Meltzer, Brad
Listen to your heart	Michaels, Fern
Free fall	Michaels, Fern
Coming home for Christmas	Michaels, Fern
Sea gypsy	Michaels, Fern
Panda bear is critical	Michaels, Fern
Vegas Rich	Michaels, Fern
Vanishing act	Michaels, Fern
Under the radar	Michaels, Fern
Tom Clancy's splinter cell	Michaels, David
The summer of the Danes	Peters, Ellis
The rose rent	Peters, Ellis
The potter's field	Peters, Ellis
The holy thief	Peters, Ellis
Fallen into the pit	Peters, Ellis
Brother CadFael's penance	Peters, Ellis
Strip	Perry, Thomas
Silence	Perry, Thomas
Shadow woman	Perry, Thomas
Runner	Perry, Thomas
Fidelity	Perry, Thomas
The sheen on the silk	Perry, Anne
My name is Asher Lev	Potok, Chaim
Stolen	Pinter, Jason
Rough Justice	Pierce, Lee
The whole truth	Pickard, Nancy
Ring of truth	Pickard, Nancy
But I wouldn't want to die there	Pickard, Nancy
Match me if you can	Phillips, Susan Elizabeth
The great escape	Phillips, Susan Elizabeth
The Egyptologist	Phillips, Arthur
Reckoning at raindance	Peterson, Pete
A love woven true	Peterson, Tracie
Angels flight	Peterson, Tracie
Korea strait	Poyer, David
Ghosting	Poyer, David
Down to a sunless sea	Poyer, David
The crisis	Poyer, David
Meltdown	Powlik, James
Power, Martha	Bleeding heart
Black Coffee	Christie, Agatha

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SURPLUS LIST

Bright sword of Ireland	Osborn-McKnight, Juilene
Daughter of Ireland	Osborn-McKnight, Juilene
Fighting men	Overholser, Wayne D.
Mustangers	Paine, Lauren
Nightrider's moon	Paine, Lauren
Thunder valley	Paine, Lauren
Body work	Paretsky, Sara
Breakdown	Paretsky, Sara
Guardian Angel	Paretsky, Sara
Hardtime	Paretsky, Sara
Windy city blues	Paretsky, Sara
Bel Canto	Patchett, Ann
Knowledge of angels	Paton Walsh, Jill
Balance of power	Patterson, Richard North
Eclipse	Patterson, Richard North
Fall from grace	Patterson, Richard North
Silent witness	Patterson, Richard North
The spire	Patterson, Richard North
Inherited sins	Paul, Paula
Bones	Paxson, John
Ravens of Avalon	Paxson, Diana
Sword Of Avalon	Paxson, Diana
True cross	Pearson, T.R.
Shadow prowler	Pehov, Alexey
Dead aim	Perry, Thomas
Death benefits	Perry, Thomas
The face-changers	Perry, Thomas
The hunger	Strieber, Whitley
The last vampire	Strieber, Whitley
The omega point	Strieber, Whitley
Angel of Vilcabamba	Stuart, David E.
Daemon	Suarez, Daniel
Freedom	Suarez, Daniel
What matters most	Rice, Luanne
The rise of Endymion	Simmons, Dan
Endymion	Simmons, Dan
The fall of Hyperion	Simmons, Dan
Hyperion	Simmons, Dan
The pilot's wife	Shreve, Anita
Sea glass	Shreve, Anita
A student of living things	Shreve, Susan Richards

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Up island	Shreve, Anita
Mary Coin	Silver, Marisa
Tangle of need	Singh, Nalini
The Christmas chronicles	Slover, Tim
Golden fox	Smith, Wilbur
A killing resurrected	Smith, Frank
A place to call home	Smith, Deborah
Stalin's ghost	Smith, Martin Cruz
Fire study	Snyder, Maria V.
Poison study	Snyder, Maria V.
Isolation ward	Spanogle, Joshua
Blood will tell	Stabenow, Dana
So sure of death	Stabenow, Dana
Thought not dead	Stabenow, Dana
2012	Strieber, Whitley
Triple zeck,	Stout, Rex
Beneath a mountain moon	Ravenwolf, Silver
Roots of evil	Rayne, Sarah
Changes at Fairacre	Read, Miss
A peaceful retirement	Read, Miss
Dark matter	Reeves-Stevens, Garfield
The search	Reeves-Stevens, Garfield
Star Trek Federation	Reeves-Stevens, Garfield
the 5 greatest warriors	Reilly, Matthew
Adam and Eve and Pinch me	Rendell, Ruth
The babes in the wood	Rendell, Ruth
Harm done	Rendell, Ruth
The monster in the box	Rendell, Ruth
Not in the flesh	Rendell, Ruth
Portobello	Rendell, Ruth
Road Rage	Rendell, Ruth
The St Zita society	Rendell, Ruth
Water's lovely	Rendell, Ruth
13 steps down	Rendell, Ruth
A sight for sore eyes	Rendell, Ruth
Simisola	Rendell, Ruth
Abuse of power	Savage, Michael
Strong poison	Sayer, Dorothy
The three Weissmanns of Westport	Schine, Cathleen
When roses bloom	Schwartz, Lois
Cassandra, lost	Scott, Joanna Catherine

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SURPLUS LIST

Lady killer	Scottoline, Lisa
the Vendetta defense	Scottoline, Lisa
Dragon bones	See, Lisa
Fleece Navidad	Sefton, Maggie
Stirring up strife	Stanley, Jennifer
The fourth deadly sin	Sanders, Lawrence
The princes of Ireland	Rutherford, Edward
Accident	Steel, Danielle
Family ties	Steel, Danielle
Dating game	Steel, Danielle
Sisters	Steel, Danielle
Legacy	Steel, Danielle
The prince and the pilgrim	Stewart, Mary
The informationist	Stevens, Taylor
The help	Stockett, Kathryn
Sovereign	Sansom, C.J.
McNally's puzzle	Sanders, Lawrence
McNally's game	Sanders, Lawrence
McNally's dilemma	Sanders, Lawrence
McNally's caper	Sanders, Lawrence
A short history of a small place	Pearson, T.R.
Crazy for trying	Rogers, Joni
Black order	Rollins, James
Death trust	Rollins, David
very hard choices	Robinson, Spider
Never enough	Robbins, Harold
Lady of the forest	Roberson, Jennifer
Vision in white	Roberts, Nora
Anatomy of murder	Robertson, Imogen
Instruments of darkness	Robertson, Imogen
Island of bones	Robertson, Imogen
the snow globe	Roberts, Sheila
Shameless	Robards, Karen
Blood royal	Robbins, Harold
the deceiver	Robbins, Harold
Broken jewel	Robbins, David
Violin	Rice, Anne
At risk	Rimington, Stella
Geneva trap	Rimington, Stella
The prophet	Rivers, Francine
The scribe	Rivers, Francine

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SURPLUS LIST

The warrior	Rivers, Francine
Oracle glass	Riley, Judith Merkle
The serpent garden	Riley, Judith Merkle
The master of all desires	Riley, Judith Merkle
the year of fog	Richmond, Michelle
The geometry of sisters	Rice, Luanne
The letters	Rice, Luanne
Silver bells	Rice, Luanne
For love and honor	Storie, Marilyn
The anvil of our souls	Poyer, David
The threat	Poyer, David
The tower	Poyer, David
The philosopher's kiss	Prange, Peter
The legend of Bagger Vance	Pressman, Steven
The virtues of war	Pressman, Steven
Betrayers	Pronzini, Bill
The crimes of Jordan Wise	Pronzini, Bill
Fever	Pronzini, Bill
Hellbox	Pronzini, Bill
Mourners	Pronzini, Bill
Nightcrawlers	Pronzini, Bill
The good man Jesus and the scoundrel Christ	Pullman, Philip
Inherent vice	Pynchon, Thomas
The wildfire season	Pyper, Andrew
The complaints	Rankin, Ian
Exit music	Rankin, Ian
Brompton Manor	Ralph, Susan
Scone island	Ramsay, Frederick
I'm a fool to kill you	Randisi, Robert J
The second son	Rabb, Jonathan
The imperfectionists	Rachman, Tom
A Riverwalk Christmas	
The world's greatest Horror stories	
The virago book of ghost stories	
UFOs the Greatest stories	
A Woodland Christmas	
Luminarium	Shakar, Alex
Procession of the dead	Shan, Darren
Arrow to the grave	Shannon, Dell
Morning, noon and night	Sheldon, Sidney
The stars shine down	Sheldon, Sidney

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SURPLUS LIST

Windmills of the Gods	Sheldon, Sidney
Captain Jack	Shelton, Gene
Seating arrangements	Shipstead, Maggie
The memoirists	Rose, M.J.
Recreationists	Rose, M.J.
The cheater	Rosenberg, Nancy Taylor
First offense	Rosenberg, Nancy Taylor
Trial by fire	Rosenberg, Nancy Taylor
Cell 8	Roslund & Hellstrom
Paris	Rutherford, Edward
Doomsday	Rollins, James
Hard rain	Rollins, David
The Judas strain	Rollins, James
A knife edge	Rollins, David
The stardance trilogy	Robinson, Spider
Home	Robinson, Marilynne
The hypnotists	Rose, M.J.
Queen of the underworld	Godwin, Gail
Murder in the map room	Roosevelt, Elliott
Murder in Georgetown	Roosevelt, Elliott
Murder at the president's door	Roosevelt, Elliott

Southwest

Chaco: a cultural legacy	
Williams Sonoma Mexican	
Jewels of the Navajo loom	
Images of America Aztec	Waybourn, Marilu
More of the best from New Mexico kitchens	
Santa Fe: Lite & spicy recipe	
Comida Sabrosa	Stromquist, Joan
Southwest adventures	Sanchez, Irene
50 common birds of the Southwest	Barraza
Hispanic Folk songs of New Mexico	Bridges, Fraser
New Mexico's wilderness areas	
Camping New Mexico	
Hidden New Mexico	
Following the Santa Fe Trail	Robb, John Donald
Arizona & the Grand Canyon	
	Simmons, Marc

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SURPLUS LIST

Edible and useful plants of Texas and the Southwest	Tull, Delena
Journey to the high southwest	Casey, Robert L.
New Mexico : a new guide to the colorful state	
Anasazi	Pike, Donald G.
The natural history of the Southwest	
My Southwest	Bowra, George
Echoes of the past Vol 1	Davis, Catherine
Echoes of the past Vol 2	Davis, Catherine
Four Corners	Smith, Julian
Touring New Mexico	
Chaco Canyon Manuscript	
Chaco Canyon: Ruins of the Chaco Canyon	
Chaco Canyon: Various articles	
Chaco Canyon: towns and villages, chapter 5	
Cedar Hill New Mexico	Bowra, Bernice
Mountain biking in Northern New Mexico	Martin, Craig
Fly-fishing in Northern New Mexico	
Land of room enough and time enough	Klinck, Richard E.
Guide to prehistoric ruins of the Southwest	Oppelt, Norman T.
Guide to prehistoric ruins of the Southwest	Oppelt, Norman T.
Pocket encyclopedia of cacti	Lamb, Edgar
the book of cacti and other succulents	Chidamian, Calude
Chaco Canyon	Lister, Robert H.
The first ladies of New Mexico	Kalloch, Eunice
The New Mexico guide	Cadieux, Charles L.
Sandia Mountain Hiking guide	Coltrin, Mike
The cacti of Arizona	Benson, Lyman
Women artists and writers of the Southwest	
Native roads	Kosik, Fran
Code talker	Nez, Chester
New Mexico from arrowhead to atom	Armstrong, Ruth W.
Gardening Desert southwest month-by-month	Irish, Mary
Bloody Valverde	Taylor, John
Canyon spirits	Lekson, Stephen H.
Encyclopedia of Native American tribes	Waldman, Carl
Inventing Billy the Kid	Tatum, Stephen
Breakfast New Mexico style	Nye, Valerie
Café hopping in the Southwest	Conley, Sunny
Recommended Country inns	Morris, Eleanor S.
Southwest gardening	Doolittle, Rosalie
Southwest gardening	Doolittle, Rosalie

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SURPLUS LIST

New Mexico in maps	
New Mexico Impressions	Parent, Laurence
Colorado's hidden valleys	Fielder, John
Hiking the Southwest's geology	Hopkins, Ralph Lee
Music in the Southwest	Swan, Howard
Mexican cookbook	Fergusson, Erna
How to invest in Indian jewelry	Gillespie, Alva H.
Your National park system in the Southwest	Jackson, Earl
Prehistoric ceramics of the Mesa Verde Region	
Southwest Indian drypainting	Wyman, Leland C.
Writing the Southwest	
Puerta del Sol	
America West Southwest	Tomlinson, Charles
New Mexico in verse	
The San Juan Mountains	Rosebrough, Robert F.
The colorado Plateau	Murray, John A.
New Mexico Historical review	
New Mexico Humanities review	
Blue Mesa review	
Blue Mesa review	
Blue Mesa review	
Blue Mesa review	
This is New Mexico	
Women in Education	Whitney, Virginia K. Hammond-Hazen, Susan
Only in Santa Fe	
Chaco Canyon	Anderson, Douglas
The flowering cactus	

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SURPLUS LIST

LIBRARY TITLES

Adult Fiction:

A harvest of bones	Galenorn, Yasmine
Murder under a mystic moon	Galenorn, Yasmine
One Hex of a wedding	Galenorn, Yasmine
Dead until dark	Harris, Charlain
Successor	Frey, Stephen
Forced out	Frey, Stephen
Mission to Paris	Furst, Alan
Victory at Yourktown	Gingrich, Newt
Never call retreat	Gingrich, Newt
To try men's souls	Gingrich, Newt
Valley Forge	Gingrich, Newt
Heaven's fury	Frey, Stephen
The summer we read Gatsby	Ganek, Danielle
An unexpected Christmas	George, Denise
West of Babylon	Garrigues, Eduardo
Day of absolution	Gardner, John
Zero history	Gibson, William
The dirty secrets club	Gardiner, Meg
Robert Ludlum's The Janson command	Garrison, Paul
For Juana's second dream	de Alba, Gaspar
Pearl Harbor	Gingrich, Newt
The battle of the crater	Gingrich, Newt
Days of infamy	Gingrich, Newt
Mrs. Pollifax and the second thief	Gilman, Dorothy
Mrs. Pollifax pursued	Gilman, Dorothy
Mrs. Pollifax unveiled	Gilman, Dorothy
Mrs Pollifax, innocent tourist	Gilman, Dorothy
Golden country	Gilmore, Jennifer
A virtuous woman	Gibbons, Kaye
Drop & magnify	Fredrick, Michael
Different	Fredrick, Michael
Zed	Fredrick, Michael
The paper man	Fredrick, Michael
Never send flowers	Gardner, John
SeaFire	Gardner, John
The memory collector	Gardiner, Meg
Decider	Francis, Dick

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SURPLUS LIST

Longshot	Francis, Dick
Wild horses	Francis, Dick
A harvest of bones	Galenorn, Yasmine
Murder under a mystic moon	Galenorn, Yasmine
One Hex of a wedding	Galenorn, Yasmine
Dead until dark	Harris, Charlain
Successor	Frey, Stephen
Forced out	Frey, Stephen
Mission to Paris	Furst, Alan
Victory at Yourktown	Gingrich, Newt
Never call retreat	Gingrich, Newt
To try men's souls	Gingrich, Newt
Valley Forge	Gingrich, Newt
Heaven's fury	Frey, Stephen
The summer we read Gatsby	Ganek, Danielle
An unexpected Christmas	George, Denise
West of Babylon	Garrigues, Eduardo
Day of absolution	Gardner, John
Zero history	Gibson, William
The dirty secrets club	Gardiner, Meg
Robert Ludlum's The Janson command	Garrison, Paul
For Juana's second dream	de Alba, Gaspar
Pearl Harbor	Gingrich, Newt
The battle of the crater	Gingrich, Newt
Days of infamy	Gingrich, Newt
Mrs. Pollifax and the second thief	Gilman, Dorothy
Mrs. Pollifax pursued	Gilman, Dorothy
Mrs. Pollifax unveiled	Gilman, Dorothy
Mrs Pollifax, innocent tourist	Gilman, Dorothy
Golden country	Gilmore, Jennifer
A virtuous woman	Gibbons, Kaye
Drop & magnify	Fredrick, Michael
Different	Fredrick, Michael
Zed	Fredrick, Michael
The paper man	Fredrick, Michael
Never send flowers	Gardner, John
SeaFire	Gardner, John
The memory collector	Gardiner, Meg
Decider	Francis, Dick
Longshot	Francis, Dick
Wild horses	Francis, Dick

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SURPLUS LIST

The unnatural inquirer	Green, Simon R.
Live and let drood	Green, Simon R.
For heaven's eyes only	Green, Simon R.
The bride who wore black leather	Green, Simon R.
Sarah	Halter, Marek
Starbound	Haldeman, Joe
Marsbound	Haldeman, Joe
Earthbound	Haldeman, Joe
The hunted	Haig, Brian
Private sector	Haig, Brian
The kingmaker	Haig, Brian
Touched	Haines, Carolyn
Irish cream	Greeley, Andrew M.
A Christmas wedding	Greeley, Andrew M.
Irish love	Greeley, Andrew M.
Wages of sin	Greeley, Andrew M.
Summer at the lake	Greeley, Andrew M.
Irish tweed	Greeley, Andrew M.
Dinner with a perfect stranger	Gregory, David
Our holocaust	Gutfreund, Amir
Monday mornings	Gupta, Sanjay
Life goes one	Gulley, Philip
A change of heart	Gulley, Philip
Gump & Co.	Groom, Winston
Dope	Gran, Sara
The best is yet to come	Gould, Judith
Immediate family	Gould, Judith
Blessing in disguise	Gould, Judith
Stanger in paradise	Gould, Judith
The second silence	Gould, Judith
One last dance	Gould, Judith
Cry of the wind	Harrison, Sue
Song of the river	Harrison, Sue
Speak of the devil	Hawke, Richard
In sunlight and in shadow	Helprin, Mark
The dead detective	Heffernan, William
Secret life of Damian Spinelli	Hennesy, Carolyn
Dead North	Henry, Sue
Deadfall	Henry, Sue
Death trap	Henry, Sue
The end of the road	Henry, Sue

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SURPLUS LIST

The Refuge	Henry, Sue
The serpents trail	Henry, Sue
Affliction	Hamilton, Laurell K.
Bloody bones	Hamilton, Laurell K.
Burnt offerings	Hamilton, Laurell K.
Danse Macabe	Hamilton, Laurell K.
Dead ice	Hamilton, Laurell K.
Incubus dreams	Hamilton, Laurell K.
Skin trade	Hamilton, Laurell K.
Seduced by moonlight	Hamilton, Laurell K.
Nightseer	Hamilton, Laurell K.
Hit list	Hamilton, Laurell K.
The harlequin	Hamilton, Laurell K.
Kiss the dead	Hamilton, Laurell K.
Bullet	Hamilton, Laurell K.
A caress of twilight	Hamilton, Laurell K.
a kiss of shadow	Hamilton, Laurell K.
Holy fools	Harris, Joanne
The stargazey	Grimes, Martha
The winds of change	Grimes, Martha
The old silent	Grimes, Martha
The horse you came in on	Grimes, Martha
The old comtemptibles	Grimes, Martha
The lamornawink	Grimes, Martha
Hotel Paradise	Grimes, Martha
Rainbow's end	Grimes, Martha
First 48	Green, Tim
Last call	Grippando, James
The firm	Grisham, John
Divine Misdemeanor	Hamilton, Laurell K.
A lick of frost	Hamilton, Laurell K.
Mistral's kiss	Hamilton, Laurell K.
Strange candy	Hamilton, Laurell K.
Swallowing darkness	Hamilton, Laurell K.
a stroke of midnight	Hamilton, Laurell K.
Skeleton Coast	Cussler, Clive Large Print
Hundred-foot journey	Morais, Richard C
Set sail for Murder	Hart, Carolyn
Painted ponies	Harte, Amanda
Archangel	Harris, Robert
Taking Eve	Johansen, Iris

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August 23, 2016

SURPLUS LIST

The switch

Brown, Sandra

Junior Nonfiction:

Dog

How to draw Batman

Eyewitness title

CITY OF AZTEC RESOLUTION 2016-1015

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 August, 2016.

MAYOR SALLY BURBRIDGE

ATTEST:

CITY CLERK KARLA SAYLER

Staff Summary Report

MEETING DATE: August 23, 2016
AGENDA ITEM: VIII. CONSENT AGENDA (E)
AGENDA TITLE: New Mexico Environment Department and City of Aztec Memorandum of Agreement Amendment #1

ACTION REQUESTED BY: NMED
ACTION REQUESTED: Approval of New Mexico Environment Department and City of Aztec Memorandum of Agreement Amendment #1
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- Changes in federal law specific to grant funding and EPA Uniform Grant Guidance necessitated NMED issue an amendment to the Memorandum of Agreement #16 667 2000 0016 related to the Gold King Mine spill in August 2015.

FISCAL INPUT / FINANCE DEPARTMENT

- With the completion of the headgate for the water diversion on the Animas River, reimbursement request is anticipated to be submitted the week of August 22 (pending cancelled checks documenting payment to contractor for documentation).

SUPPORT DOCUMENTS: MOA Amendment #1

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve New Mexico Environment Department and City of Aztec Memorandum of Agreement Amendment #1

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

AMENDMENT # 1**

This **MEMORANDUM OF AGREEMENT** (“MOA”) is made and entered into by and between the State of New Mexico, Environment Department (hereinafter referred to as the "Department" or “NMED”) and **City of Aztec, New Mexico, DUNS# 03830599** (hereinafter referred to as (“City of Aztec”), and is effective as of the date set forth below upon which it is executed by the NMED.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

Section 1, Purpose, is hereby amended to read 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 V-01F14001 dated 3/24/16, CFDA#: 66.802 between NMED and local governments for Gold King Mine spill-related expenses incurred by the State. 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.

Section 3B, Disbursement of Funds, is hereby amended to read as follows:

3. Disbursement of Funds.

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. If EPA concludes that expenditures are ineligible, City of Aztec has 30 days from official notice from NMED in writing to reimburse funds back to NMED for those expenses EPA has identified as ineligible. City of Aztec shall provide additional documentation as required by the EPA for proof of costs actually incurred. Invoices/receipts shall be submitted to:

Roberta Vigil
Resource Protection Financial Manager
New Mexico Environment Department
P.O. Box 5469
Santa Fe, New Mexico 87502-5469
(505) 827-1080
Roberta.Vigil@state.nm.us

Section 5, Reports, is hereby amended to read as follows:

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. City of Aztec is subject to the same requirements as those that apply to NMED as the pass-through entity's EPA award as required by 2 CFR § 200.331. These requirements include, among others:

§ 200.331(a)(2): All requirements imposed by the pass-through entity on the subrecipient so that Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award, such as:

(a) Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.

(b) Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation."

(c) Limitations on individual consultant fees as set forth in 2 CFR 1500.9 and the General Condition of the pass-through entity's agreement with EPA entitled "Consultant Fee Cap."

(d) EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "Management Fees."

(e) The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants).

EPA provides general information on other statutes, regulations and Executive Orders on the Grants internet site at www.epa.gov/grants. Many Federal requirements are agreement or program specific and EPA encourages pass-through entities to review the terms of their assistance agreement carefully and consult with their EPA Project Officer for advice if necessary.

§200.331(a)(3)(5)(6)

3. Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
5. A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of the part: and
6. Appropriate terms and conditions concerning closeout of the subaward.

Section 6, Strict Accountability, is hereby amended to read as follows:

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. The entity will be responsible for implementing and keeping detailed records of time and tasks charged to the Gold King Mine.

All other articles of this contract remain the same.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT:

NEW MEXICO ENVIRONMENT DEPARTMENT

By: _____ Date: _____
Butch Tongate, Acting 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: _____
Jennifer Hower, General Counsel
New Mexico Environment Department

CITY OF AZTEC, NEW MEXICO

By: _____ Date: _____
Sally Burbridge, Mayor
City of Aztec

By: _____ Date: _____
Karla Sayler, City Clerk
City of Aztec

Approved as to Form and Legal Sufficiency:

By: _____ Date: _____
Larry Thrower, Attorney
City of Aztec

Staff Summary Report

MEETING DATE: August 23, 2016
AGENDA ITEM: VIII. CONSENT AGENDA (F)
AGENDA TITLE: City Manager Employment Agreement

ACTION REQUESTED BY: Joshua W. Ray, City Manager
ACTION REQUESTED: Approve agreement
SUMMARY BY: Joshua W. Ray, City Manager

PROJECT DESCRIPTION / FACTS (Leading Department)

Please find attached a copy of the City Manager's Employment Agreement for FY17.

There will be no changes in the agreement for FY17.

SUPPORT DOCUMENTS: City Manager Employment Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the City Manager Employment Agreement for Fiscal Year 2017.

EMPLOYMENT AGREEMENT

THIS INDENTURE made and entered into this 1st day of July, 2016 by and between the **City of Aztec**, Aztec New Mexico, a municipal corporation, hereinafter referred to as "Employer" and **Joshua W. Ray**, hereinafter referred to as "Employee"

WITNESSETH:

WHEREAS, it is the desire of the City Commission of the City of Aztec, hereinafter referred to as "The Commission to retain the services of the Employee to serve as the City Manager of the City of Aztec.

WHEREAS, it is the desire of the Commission to provide certain benefits, establish certain conditions of employment and to set the working conditions and compensation of the Employee.

WHEREAS, the employee is a member of the International City and County Management Association (ICMA) and the employee is subject to the ICMA Code of Ethics.

WHEREAS, the employee desires to accept employment as City Manager of the City of Aztec under the terms and conditions provided in this agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, **IT IS AGREED**, as follows:

Section 1. Duties.

The Employer does hereby hire the Employee as City Manager, who shall manage the affairs of the Municipality, supervise the employees, assist with policy making decisions, advise the Commission, and to perform any and all duties normally delegated by a municipality to its Chief Administrative Officer, as said duties may be detailed, delineated, or amplified by the Commission, and as specified by job description or ordinance.

Section 2. Term.

- A. The effective date of employment shall be **July 1, 2016**. Employee agrees to remain in the exclusive employ of the City of Aztec until June 30, 2017, and neither to accept other employment nor to become employed by any other employer without prior Commission approval. Duties of City Manager shall take precedence over any other employment until said termination date, unless said termination date is affected as hereinafter provided.
- B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Commission to terminate the services of the Employee at any time, with or without cause, subject only to the provisions set forth in Section 4, paragraphs A, B and C, of this agreement.
- C. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position, subject only to the provision set forth in Section 4, paragraph E, of this agreement.

Section 3. Compensation.

- A. The Employer agrees to pay the Employee an annual base salary of One Hundred nine thousand two hundred forty nine dollars(\$109,249) plus those benefits as provided for in this agreement.
- B. The Employer agrees to pay the Employee an annual vehicle allowance of eight thousand one hundred ninety dollars (\$8,190) for the period of July 1, 2016 thru June 30, 2017 plus any mileage reimbursement as provided in this agreement.

Section 4. Termination and Severance Pay.

- A. In the event the Employee is terminated by the Commission before expiration of the aforesaid term of employment, the Employer agrees to pay the Employee severance pay in an amount equal to six months basic pay.
- B. In addition the Employee shall also be compensated for all accrued annual leave (vacation, administrative and personal day) as well as accrued sick leave at a ratio of 3:1.
- C. In the event the Commission requests the resignation of the Employee, then in that event, the Employee shall be deemed to be "terminated" at the date of such request, and the herein severance pay provisions shall be in full force and effect. Severance pay and accrued annual leave shall be paid in full within 5 days following such termination OR upon request shall be paid out over a period of time.
- D. Salary shall not include additional benefits provided for in this agreement, except that the Employee shall have the option, at his expense, of remaining a member of the City's health insurance plan pursuant to any COBRA regulations.
- E. In the event the Employee voluntarily resigns his position with the Employer before the expiration of the aforesaid term of agreement, then the Employee shall give the Municipality two months notice in advance, unless the parties agree otherwise.
- F. If the Employee is terminated because of a conviction of a felony, the Employer is not obligated to pay severance under this section.

Section 5. Professional Membership.

Employer agrees to budget for and to pay for professional membership dues and subscriptions of the Employee for participation in ICMA, the Municipal League, and in the New Mexico City Management Association.

To the extent that the City budget allows, the Employer agrees to allow the Employee to attend the annual conferences of the above named professional associations as part of his professional development.

Section 6. Performance Evaluation.

- A. The Commission agrees to review and evaluate the performance of the Employee annually and to provide feedback on how to improve performance and help the Commission achieve goals for the Municipality. The review and evaluation shall

be in accordance with specific criteria agreed to by the Commission and the Employee. The Employee shall be given the opportunity to meet with the Commission during the performance evaluation.

- B. Quarterly, the Personnel Committee, and the Employee shall meet to discuss progress made in meeting the goals and performance objectives as agreed to with the City Commission.

Section 7. Hours of Work.

The Employer recognizes that the Employee must devote a great deal of time beyond the normal office hours to tend to the business of the Municipality, and related duties of the Office of the City Manager. To that end, the Employee may periodically take time off during the workweek as administrative leave. However, the Employee is expected to maintain a minimum of a forty-hour workweek.

Section 8. Vehicle Allowance

The Employee is required to be on call for twenty-four hour service, therefore the Employer agrees to pay the Employee an annual vehicle allowance of eight thousand forty five dollars (\$8,190) for the period of July 1, 2016 thru June 30, 2017.

The Employee shall be responsible for paying for liability, property damage and comprehensive insurance, and for the purchase, operation, maintenance, repair, and gasoline purchases.

The vehicle allowance will cover all travel within San Juan County, New Mexico. Any business related travel outside of San Juan County, New Mexico will be reimbursed by the Employer at the rate established by the New Mexico Mileage and Per Diem Act.

Employee shall be responsible for any and all liabilities for personal injury, property damage, and for operation, maintenance and repair of said automobile arising out of Employee's use of said automobile. In addition, Employee shall be solely responsible for payment of all income tax liability arising out of Employee's personal, non business related usage of said automobile.

Section 9. Fringe Benefits and other Expenses.

- A. The Employee shall be entitled to all fringe benefits provided by the Employer for all its regular employees. This includes participation in the employers' health, dental, and life insurance plans. Employee shall be subject to, and governed by, the general policy of the City regarding vacation, sick and other leave.
- B. The Employee will receive a maximum of 60 hours of Administrative Leave per calendar year which cannot accumulate into the following year.
- C. The Employee is required by law to participate in the State of New Mexico Public Employees Retirement Association (PERA) retirement plan. The required contributions to PERA will be at the same rate as afforded all other employees of the City.

- D. The Employee will be reimbursed for travel expenses related to the performance of his duties and responsibilities at the rates prescribed by the New Mexico Mileage and Per Diem Act.
- E. The Employer shall provide Employee with a laptop computer, software, fax/modem, data access and cell phone allowance (city will pay an allowance of \$120.00 a month of the cost of the plan and a maximum of \$100.00 once a year for cell phone accessories or cell phones that need to be replaced) to assist him in the performance of his job and to maintain communication.

Section 10. Residency.

The Employee is required to live within the City limits of the City of Aztec, unless otherwise approved by Commission, during the term of his employment.

Section 11. Indemnification.

The Employer agrees to defend, save harmless, and indemnify the Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the duties of the Employee, or any claim resulting from the exercise of judgment or discretion in connection with the performance of duties or responsibilities of City Manager. The Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments, including travel expenses shall continue beyond Employee's service to the Employer as long as litigation is pending.

Section 12: Bonding

In the event that the Employer requires the Employee to be bonded as part of his duties and responsibilities, the Employer shall bear the full cost of any fidelity or other bonds required of the Employee.

Section 13. General Provisions.

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs and executors of the parties.
- C. If any provision or any portion thereof, contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Employer has caused this agreement to be signed and executed on behalf of the City Commission by the Mayor, and duly attested by the City Clerk. Further the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

CITY OF AZTEC

By _____
Sally Burbridge, Mayor

By _____
Joshua W. Ray, Employee

ATTESTED

By _____
Karla Sayler, City Clerk

APPROVED AS TO FORM

By _____
Larry T. Thrower, City Attorney

Staff Summary Report

MEETING DATE:	August 23, 2016
AGENDA ITEM:	VIII CONSENT AGENDA (G)
AGENDA TITLE:	Winget & Biven Land Donation to the City of Aztec

ACTION REQUESTED BY:	James Winget and Johelen Biven
ACTION REQUESTED:	Receive donation of 40 acres to the City of Aztec for Public Use
SUMMARY BY:	Edward Kotyk

PROJECT DESCRIPTION / FACTS

James Winget and Johelen Biven, grand children of Joseph Hartman, came to the City of Aztec at the beginning of August to inquiry if the City of Aztec would be interested in receiving 40 acres of land as a donation.

The land is being donated as a gift to the City of Aztec and in return they will be able to receive a tax deduction.

Winget and Biven would like to see the land utilized for public purposes.

The documents have been reviewed by the City Attorney and approved to form.

They will sign the quit claim deed once the City of Aztec has approved and signed as the recipient of the land donation.

SUPPORT DOCUMENTS:	Quit Claim Deed Property Info
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DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve Land Donation of 40 Acres from Winget and Bivens Families.
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QUITCLAIM DEED OF DONATION

Quitclaim Deed given this _____ day of _____, 2016 by JOHELEN WINGET BIVEN and MICHAEL LEE BIVEN, wife and husband, and JAMES HARTMAN WINGET and ROBYN GORDON WINGET, husband and wife, as joint tenants, hereinafter collectively referred to as Grantors, to the CITY OF AZTEC, a New Mexico municipal corporation, 201 West Chaco Street, Aztec, New Mexico, 87410, hereinafter referred to as Grantee City.

RECITALS

1. Grantors are the owners of the real property described below and desire to donate that property to Grantee City.
2. Grantee City has determined that it is beneficial to the City of Aztec to accept the donation of the property from Grantors.
3. Grantors have not received and shall not receive any goods or services from Grantee City in consideration of this real property donation. Grantors are making said donation solely for the public purpose of the betterment and development of Grantee City.
4. The estimated fair market value of the real property conveyed hereby is \$78,000.00, based upon market analysis.

THEREFORE, in consideration of the above stated public purpose, Grantors hereby give, convey and quitclaim unto Grantee City all of their interest in and to the following described real property located in the City of Aztec, San Juan County, State of New Mexico:

The Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of Section Twenty-Five (25), Township Thirty (30) North, Range Eleven (11) West, N.M.P.M., in the City of Aztec, San Juan County, New Mexico.

IN WITNESS WHEREOF Grantors have executed this Quitclaim Deed on the dates set out herein.

GRANTORS:

JOHELEN WINGET BIVEN

DATE

MICHAEL LEE BIVEN

DATE

JAMES HARTMAN WINGET

DATE

ROBYN GORDON WINGET

DATE

STATE OF NEW MEXICO §
 §
COUNTY OF SAN JUAN §

On this _____ day of _____, 2016, before me personally appeared JOHELEN WINGET BIVEN to me known to be the person described above and who acknowledged that she executed the foregoing instrument as her free act and deed.

Notary Public

My Commission Expires:

STATE OF NEW MEXICO §
 §
COUNTY OF SAN JUAN §

On this _____ day of _____, 2016, before me personally appeared MICHAEL LEE BIVEN to me known to be the person described above and who acknowledged that he executed the foregoing instrument as his free act and deed.

Notary Public

My Commission Expires:

STATE OF NEW MEXICO §
 §
COUNTY OF SAN JUAN §

On this ___ day of _____, 2016, before me personally appeared JAMES HARTMAN WINGET to me known to be the person described above and who acknowledged that he executed the foregoing instrument as his free act and deed.

Notary Public

My Commission Expires:

STATE OF NEW MEXICO §
 §
COUNTY OF SAN JUAN §

On this _____ day of _____, 2016, before me personally appeared ROBYN GORDON WINGET to me known to be the person described above and who acknowledged that she executed the foregoing instrument as her free act and deed.

Notary Public

My Commission Expires:

Grantee City hereby accepts the above real property donation and Quitclaim Deed conveyance.

GRANTEE CITY:

BY:

SALLY BURBRIDGE, City of Aztec Mayor

ATTESTED BY:

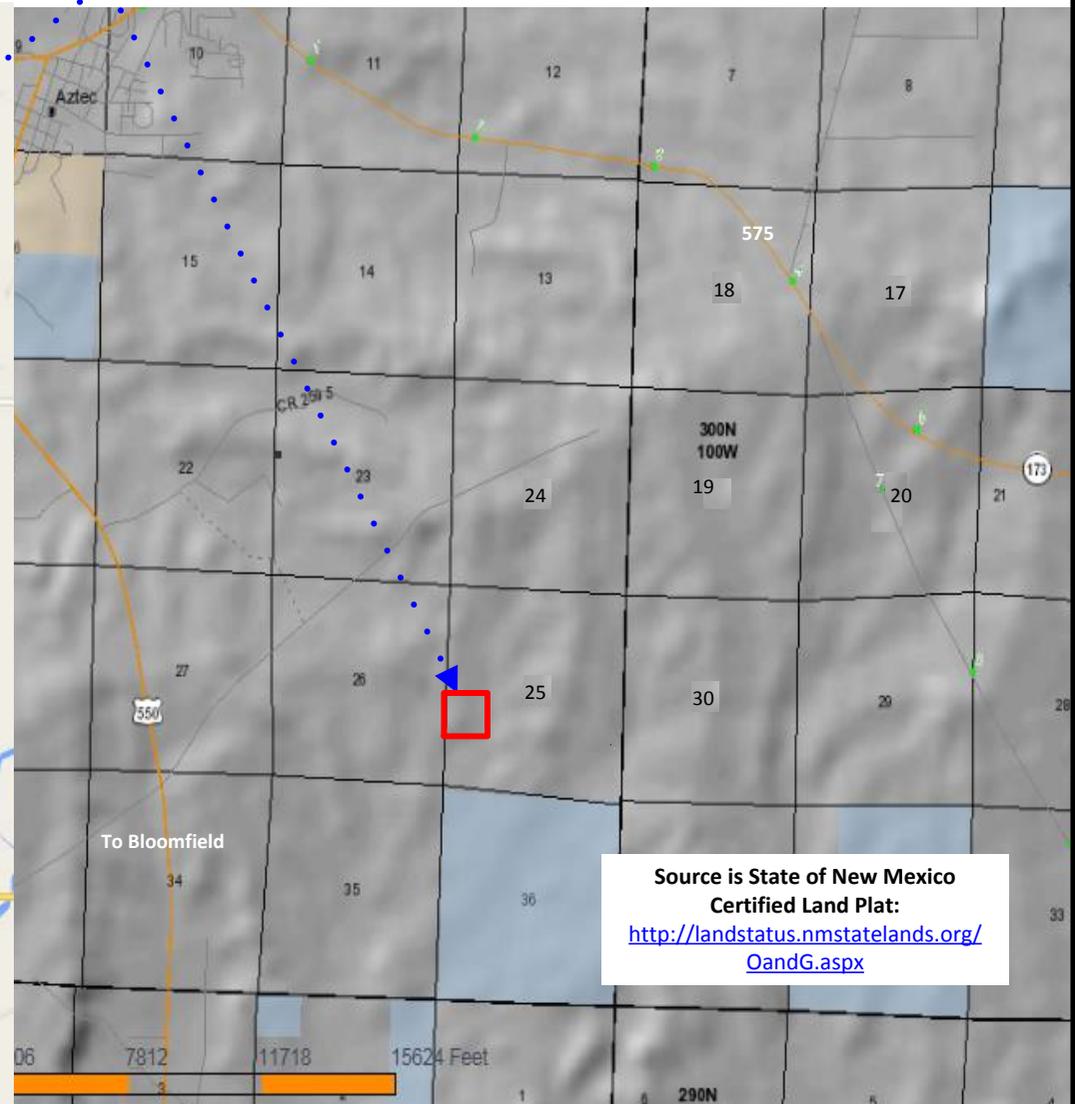
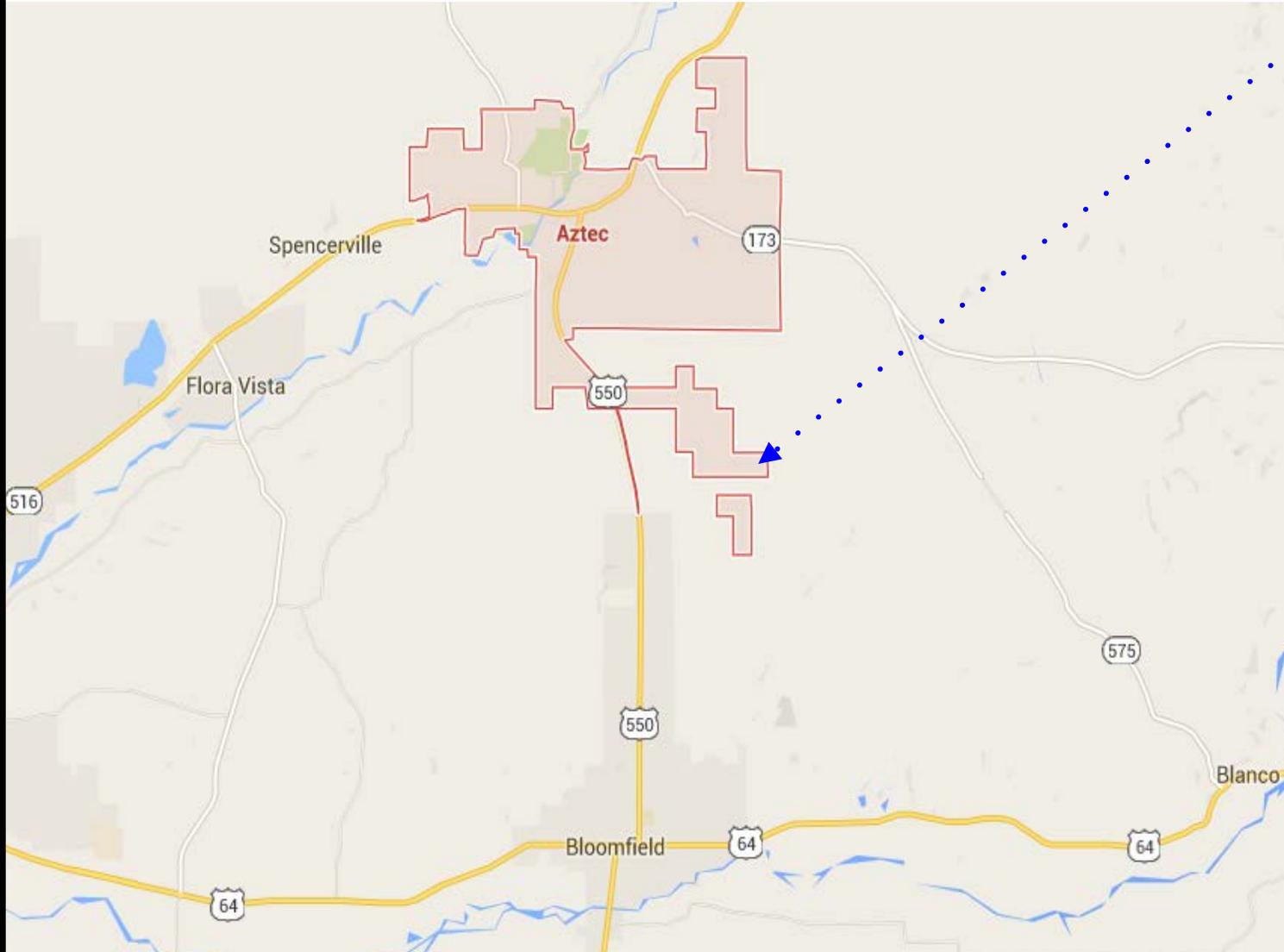
KARLA SAYLER
Aztec City Clerk

Land Donation to City of Aztec – 40 Acres



Legal Land Description:
Private Land at (NW/4SW/4) of Section Twenty-Five (25), Township Thirty (30) North, Range Eleven (11) West, N.M.P.M.

ADDITIONAL LAND INFORMATION:
R0011086
Parcel Number: 2-061-175-462-198
James and Robyn Winget and Michael and Johelen Biven
B: 1531 P: 112
40 Ac.

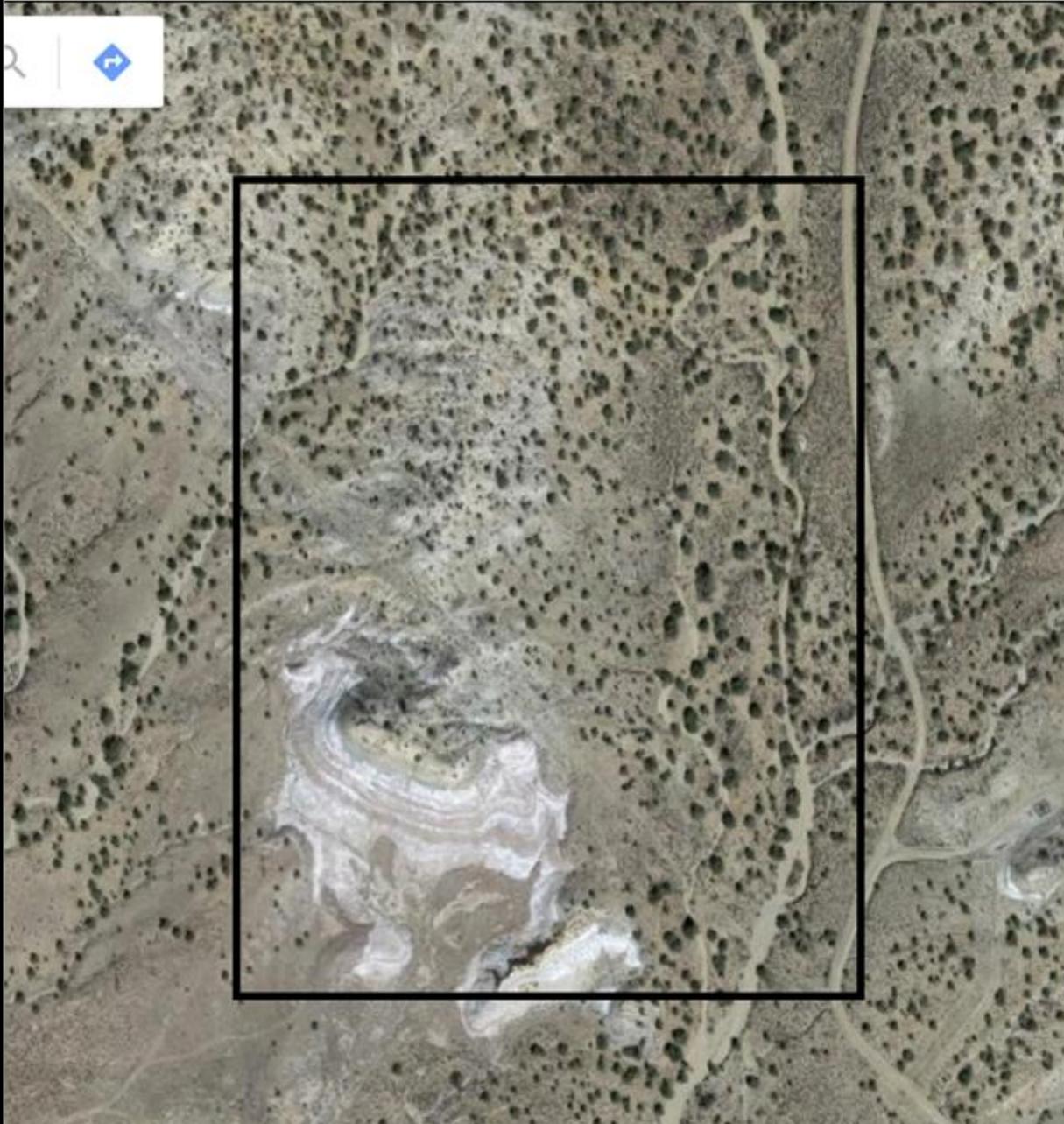


Source is State of New Mexico
Certified Land Plat:
<http://landstatus.nmstatelands.org/QandG.aspx>

Additional Information



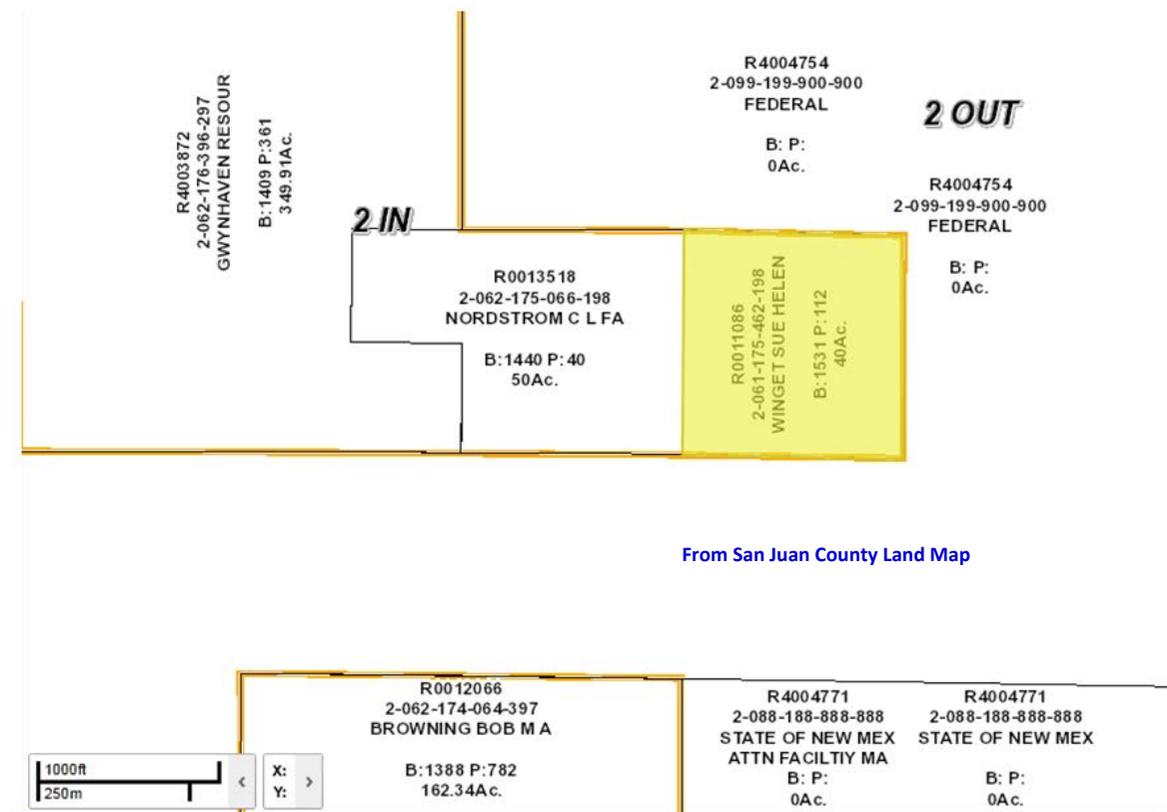
Boundary on Land – Corners marked by green survey stakes.

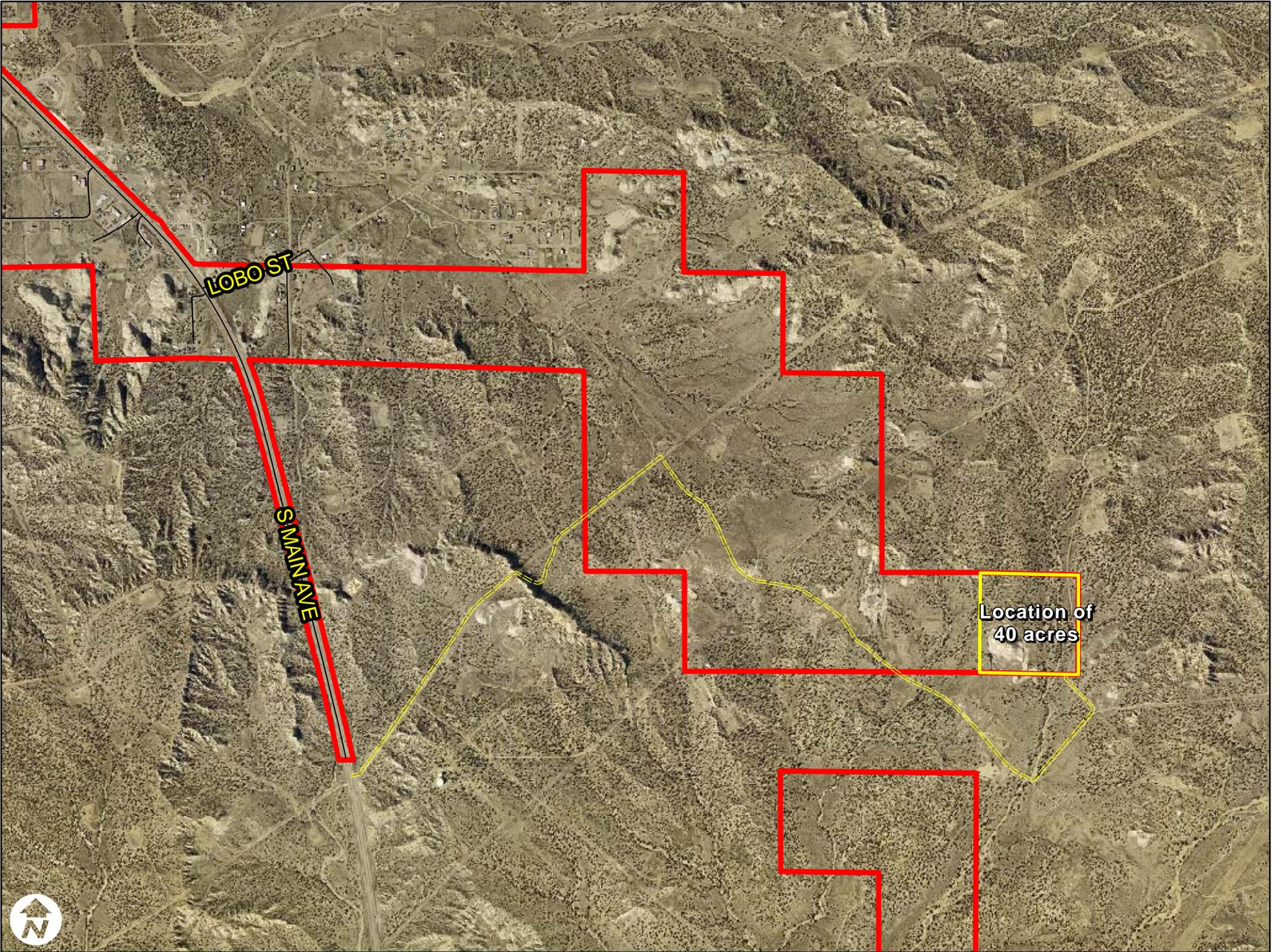


21 Oil Well Road, Aztec, NM 87410

40 acres pristine land southernmost corner of Aztec city limits. Surrounded on three sides by BLM land with beautiful elevation for view of Bloomfield and Huerfano mountain to the south. Electricity on site. In Aztec Water District. Access via existing oilfield road. No mineral or energy rights.

40 Acres owned Winget, Sue Helen (My Mom) now owned by Michael and Johelen Biven and James and Robyn Winget PARCEL NUMBER: **2-061-175-462-198** shown in yellow here





LOBO ST

S MAIN AVE

Location of
40 acres





View from top of hill to the south (towards Bloomfield).



View from top of hill to the east.



View from top of hill to the north.



View from south of property line to the north.

Staff Summary Report

MEETING DATE: August 23, 2016
AGENDA ITEM: VIII. CONSENT AGENDA (H)
AGENDA TITLE: NM DHSEM Disaster Assistance Program Grant Agreement 2015-017 (2015 Monsoons)

ACTION REQUESTED BY: City Staff
ACTION REQUESTED: Approval of NM DHSEM Disaster Assistance Program Grant Agreement 2015-017 (2015 Monsoons)
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The storm event in August 2015 resulted in a state emergency declaration by the Governor. NM Department of Homeland Security and Emergency Management (NM DHSEM) conducted a survey of damage in September 2015; however, the funding initially discussed did not reflect the subsequent clean up, repairs and mitigation projects identified by the City.
- This agreement estimates initial costs at \$439,035 and includes 25% city match including in-kind (labor and equipment).
- A meeting has been established in September with representatives with NM DHSEM to discuss pending mitigation projects and city has been assured additional funding is available for the projects approved.

PROCUREMENT / PURCHASING

- State and City procurement requirements will be followed as required for remaining repairs and mitigation.

FISCAL INPUT / FINANCE DEPARTMENT

- With the execution of the agreement, the City will begin submitting reimbursement requests for work completed during FY16. Remaining debris removal, repairs and mitigation projects will be scheduled by the Public Works Department during FY17.

SUPPORT DOCUMENTS: NM DHSEM Disaster Assistance Program Grant Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve NM Department of Homeland Security and Emergency Management Disaster Assistance Program Grant Agreement

**NEW MEXICO DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT
DISASTER ASSISTANCE PROGRAM
GRANT AGREEMENT**

Executive Order: 2015-17
Grant Agreement Number: 2015-017-002

THIS GRANT AGREEMENT is made and entered into as of the date of the last signature in Article IX of this Agreement by and between the State of New Mexico, Department of Homeland Security and Emergency Management, P.O. Box 27111, Santa Fe, New Mexico, 87502, hereinafter called DHSEM, and

City of Aztec
201 West Chaco Street
Aztec, NM 87410

hereinafter called the Grantee.

WITNESSETH:

WHEREAS, this Grant Agreement for funding by the Disaster Assistance Program under Executive Order 2015-017 is made by and between DHSEM and the Grantee, pursuant to Section 12-11-24 to 12-11-25 New Mexico Statutes Annotated 1978, as amended, and the provisions of the Disaster Assistance Program as described herein.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF WORK

- A. The Grantee agrees that it will make a good faith effort to complete, in every respect possible, the requirements of this Grant Agreement.
- B. Unless such changes are approved in writing by DHSEM, the Grantee agrees to make no change in the Scope of Work allowed in the Project Worksheet(s) prepared for the Grantee by the Inspecting Agency and/or DHSEM under this disaster and appended to this Agreement.
- C. The Grantee shall provide, through force account or contract, all necessary qualified personnel, material, and facilities to implement, carry out, and complete the grant requirements described herein.

ARTICLE II - LENGTH OF GRANT AGREEMENT

- A. The performance period for work authorized under this Grant Agreement shall be for twelve (12) months from the date of the Executive Order, which date is 09-09-2015.
- B. Unless amended, the performance period shall terminate on 09-09-2016.
- C. This Grant Agreement, as amended, shall remain open for a period of 120 days following the end of the performance period for administrative purposes, including final inspection, desk audit of cost records, and final payment.
- D. If, due to unusual circumstances, it becomes apparent that the entire work of this Grant cannot be brought to full completion within the first twelve (12) months, the Grantee shall so notify DHSEM in writing as soon as possible prior to the termination of the performance period in order that DHSEM and/or the Inspecting Agency may review the work accomplished to date and determine if an extension of the performance period should be awarded.

- E. If DHSEM determines that an extension of the performance period is justified, DHSEM will grant time extensions through Grant Agreement Amendments in three (3) month increments until the entire scope of work is completed.

ARTICLE III – REPORTS

- A. **Quarterly Performance and Financial Reports**
For projects estimated at \$50,000 or more, the Grantee shall submit to DHSEM a Performance and Financial Report each quarter, commencing three months from the signature date of this Agreement. The Quarterly Report shall contain a summary of all work to date, an estimated schedule of work to be done, a description of any problems encountered or anticipated, and a summary of expenses and Grant receipts.
- B. **Final Performance and Financial Report**
The Grantee shall submit a final Performance and Financial Report that summarizes all work done for all projects under this Agreement, including a summary of expenses and Grant receipts.

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the satisfactory completion of work under this Grant Agreement, and in compliance with all other terms herein stated, DHSEM shall pay to the Grantee a sum not to exceed the total state share of the approved costs.
- B. The Grantee shall provide the entire non-state share.
- C. For this Grant Agreement, the state share shall be **75%** of the total of actual eligible costs based upon cost documentation supplied by the Grantee.

The total project estimated cost is:

PW COA-001 \$ 439,035

TOTAL \$ 439,035

The 75% state share shall be: \$ 329,276.25

- D. Grant funds are to be expended only to accomplish the Scope of Work described in each Project Worksheet (attached). Any costs incurred beyond the total state share of all Project Worksheets shall be the sole responsibility of the Grantee.
- E. The funds set forth in Paragraph C above constitute full amount of this Agreement.
- F. As soon as funds are available, and upon written request from the Grantee, DHSEM shall pay the Grantee the full amount of the state share for each Project Worksheet that was 100% complete at the time it was written.
- G. As soon as funds are available, and upon written request from the Grantee, DHSEM shall pay the Grantee an advance payment of 50% of the state share of each Project Worksheet that is less than 100% complete.
- H. Upon written request from the Grantee, DHSEM shall make subsequent payments not to exceed 80% of the state share for each Project Worksheet.
- I. DHSEM shall base all payments, except the 50% advance, upon actual costs of the work performed, which the Grantee shall support by cost records accounting for all labor, equipment, materials, contracts, and other eligible costs.

- J. DHSEM shall withhold the final 20% of the state share pending DHSEM's final inspection of completed work and comprehensive review of all cost records.
- K. The Grantee shall notify DHSEM when all work is completed and ready for final inspection. DHSEM will arrange the final inspection, and the Grantee agrees to cooperate fully with the Inspecting Agency during the inspection.
- L. Funding of this Grant Agreement is contingent upon funds being available from the State of New Mexico for this purpose.

ARTICLE V - MODIFICATION AND TERMINATION

- A. By written notice to the Grantee, DHSEM shall have the right to terminate this Agreement if, at any time, in the judgment of DHSEM, the provisions of this Grant Agreement have been violated. In this regard, DHSEM may demand refund of all or part of the funds paid to the Grantee, and the Grantee agrees to make such refund promptly.
- B. Neither party to this Agreement may modify any terms or conditions of this Agreement except by a Grant Agreement Amendment.
- C. DHSEM will prepare a Grant Agreement Amendment if any changes to the original Agreement are necessary; no amendment is valid until signed by the Cabinet Secretary of DHSEM.

ARTICLE VI – TERMS AND CONDITIONS

The Grantee hereby assures and certifies that it will comply with all regulations, policies, guidelines, and requirements with respect to the acceptance and use of state funds for this program.

The Grantee hereby assures and certifies with respect to this Grant that:

- A. The Grantee shall provide DHSEM with sufficient cost documentation to allow DHSEM to calculate the total actual cost of all work funded by this Grant.
- B. Payment will be made by electronic funds transfer where possible to a bank account in the name of the Grantee. If paid by check, the Grantee will promptly deposit all payments into a bank account in the name of the Grantee. All debts for goods and services procured under this Grant are to be paid by check. Copies of checks and bank statements are a required part of the cost documentation. The final payment of grant funds will be reduced by the amount of interest earned by these funds in any bank account.
- C. The Grantee will adhere to generally accepted financial and accounting standards.
- D. Unless authorized by DHSEM, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Grantee is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Grantee during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with this Grant. The Grantee shall incorporate into all such contracts a provision prohibiting such interest pursuant to the purposes of this certification.
- E. The Grantee shall submit a copy of the contract bid specifications to DHSEM for review and concurrence prior to awarding any contract.
- F. Purchasing and contracting performed under this Grant will follow procedures of the State Purchasing Act, NMSA 1978, Sections 13-1-1 to 13-1-199, specifically Sections 13-1-102 and 13-1-190, unless specifically exempted by statute or by DHSEM. Proof of compliance with this Act shall be part of the Grantee cost documentation.
- G. The Grantee is the legal entity responsible under law for the performance of the work authorized under this Agreement.

- H. The Grantee has not received, and will not receive, duplicate benefits for the same loss from any other source.
- I. All funds received pursuant to this Grant Agreement have been, or will be, expended in accordance with applicable state laws and regulations.
- J. The Grantee will provide without cost to the state all lands, easements, and rights of way necessary for the inspection of the approved work.
- K. The Grantee will hold and save the state free from any liability arising from the approved work.
- L. The Grantee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) to the end that in accordance with Title VI of that Act and regulations, no person in the United States shall on the grounds of race, color, religion, nationality, sex, age, or economic status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Grantee received financial assistance, and that it will immediately take any measures necessary to effectuate this requirement.
- M. All repairs and construction shall be in accordance with applicable standards of safety, decency, and sanitation, and shall be in conformance with applicable codes, specifications, and standards; and that hazards in the area where approved work is performed are to be minimized as much as is reasonable so as to provide a workplace that meets or exceeds common safety requirements.
- N. The terms and conditions of this Grant Agreement are contingent upon sufficient appropriations and authorizations being made by the State of New Mexico for performance of this Grant. If sufficient appropriations and authorizations are not made by the State of New Mexico, this Grant Agreement shall terminate upon written notice being given by DHSEM to the Grantee. Both parties are expressly not committed to expenditure of any funds until such time as they are approved, budgeted, and encumbered.

ARTICLE VII - RETENTION OF RECORDS

The Grantee shall keep such records that will fully disclose the amount and disposition of the total funds from all sources under this Grant Agreement, the purpose for which such funds were used, the amount and nature of all contributions from other sources, and such other records as DHSEM shall prescribe. The State of New Mexico requires that records be retained for a period of not less than six years following completion of work and the acceptance of the final payment.

ARTICLE VIII- GRANTEE REPRESENTATIVES

The Grantee hereby designates the persons listed below as the official Grantee representatives responsible for overall fiscal and programmatic supervision of this Grant *(may be the same person)*:

<i>Grantee Fiscal Representative</i>	<i>Grantee Program Representative</i>
<i>Address</i>	<i>Address</i>
<i>Telephone Number</i>	<i>Telephone Number</i>

ARTICLE IX – SIGNATURES

IN WITNESS WHEREOF, the Grantee and DHSEM do hereby execute this Grant Agreement as of the date last written below,

THIS GRANT AGREEMENT has been approved by:

FOR THE GRANTEE:

City of Aztec
201 West Chaco Street
Aztec, NM 87410

By: _____
Grantee Representative *Date*

FOR THE GRANTING AGENCY:

DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

By: _____
Secretary, DHSEM *Date*

Staff Summary Report

MEETING DATE:	August 23, 2016
AGENDA ITEM:	VIII. CONSENT AGENDA (I)
AGENDA TITLE:	Resolution 2016-1017 Adopting the 2018-2022 Infrastructure Capital Improvement Plan (ICIP)

ACTION REQUESTED BY:	City Staff
ACTION REQUESTED:	Approval of Resolution 2016-1017 Adopting the 2018-2022 Infrastructure Capital Improvement Plan (ICIP)
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

A local infrastructure capital improvement plan is a plan that establishes planning priorities for anticipated capital projects. The need for this kind of planning has reached critical proportions in New Mexico, where local governments are faced with pressing demands for multiple capital improvements and limited funding to support them. The state-coordinated ICIP process encourages entities to plan for the development of capital improvements so that they do not find themselves in emergency situations, but can plan, fund, and develop infrastructure at a pace that sustains their activities.

The Department of Finance and Administration (DFA), through its authority in NMSA 1978, Sections 6-6-2J, 6-6-4, 9-6-5.1, 11-6-2, 11-6-3, 11-6-4.1, 11-6-5, and 11-6-5.1, strongly encourages each jurisdiction to prepare a Five-Year Infrastructure Capital Improvement Plan (ICIP).

Each entity may submit its plan to the state through the web-based reporting system. Pertinent parts of all the plans of participating entities are published each year. The published ICIP is made available for entity use and is distributed to the legislature, governor and funding agencies.

The state database for the ICIP must be adopted by resolution. This submission is primarily for infrastructure projects seeking legislative funding. A separate ICIP is submitted for the Senior Center and the Aviation Division. The number one priority for 2018 funding is the Aztec Arterial. The due date for this ICIP submission to the state is September 1, 2016.

FISCAL INPUT / FINANCE DEPARTMENT

- The ICIP is another tool that should be utilized in the planning and budget process. This document should then guide the city in the development of project priorities for funding opportunities, performance plan development, and annual budget development.

- City staff will be developing a policy and procedure for capital projects this fall to better develop, evaluate and communicate capital project needs internally and externally.

SUPPORT DOCUMENTS: Resolution 2016-1017
2018-2022 ICIP Summary (will be provided prior to meeting)

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2016-1017 adopting the 2018-2022 Infrastructure Capital Improvement Plan (ICIP)

CITY OF AZTEC

Resolution No. 2016-1017

**A RESOLUTION ADOPTING AN INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN
(ICIP)**

WHEREAS, the City of Aztec recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, the Aztec City Commission resolves as follows:

1. The City has adopted the attached 2018-2022 Infrastructure Capital Improvement Plan for submission to the State's web based reporting system, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution No. 2015-966.

PASSED, APPROVED and ADOPTED by the governing body at its meeting of August 23, 2016.

Mayor Sally Burbridge

ATTEST:

Karla Sayler CMC

Staff Summary Report

MEETING DATE: August 23, 2016
AGENDA ITEM: VIII.CONSENT AGENDA (J)
AGENDA TITLE: Western Area Power Administration Contract #16-RMR-2270

ACTION REQUESTED BY: Ken George, City of Aztec Electric Director
ACTION REQUESTED: Approval of Western Area Power Administration Contract #16-RMR-2270
SUMMARY BY: Ken George

PROJECT DESCRIPTION / FACTS

Contract No. 16-RMR-2770 is an agreement that covers who is responsible for operations and maintenance of metering items associated with purchasing power from Western Area Power Administration (WAPA). This agreement will go hand & hand with the other agreements we have with WAPA.

PROCUREMENT / PURCHASING

The City will advance and set up an account with WAPA in the amount of \$600.00 for payment the City may owe WAPA for service and maintenance of the Solar Farm metering.

SUPPORT DOCUMENTS: See Attached Agreement Contract # 16-RMR-2770

DEPARTMENT'S RECOMMENDED MOTION: Move To Approve And Have The Mayor Sign, Contract Number 16-RMR-2770 Between The City Of Aztec And Western Area Power Administration, Covering Ownership, Operation, Maintenance And Replacement Of Facilities Related To The Delivery Of Electric Power To The City Of Aztec.



Department of Energy
Western Area Power Administration
Rocky Mountain Customer Service Region
P.O. Box 3700
Loveland, CO 80539-3003

AUG 15 2016

Mr. Kenneth George
City of Aztec
402 South Light Plant Road
Aztec, NM 87410

Dear Mr. George:

Enclosed for signature are two executable originals of Contract No. 16-RMR-2770 (Contract 2770), Ownership, Operation, Maintenance and Replacement of Facilities, between Western Area Power Administration (WAPA), and the City of Aztec (Aztec).

If the provisions of this Contract meet with your approval, please sign, date the signature, attest both originals, and return both originals to:

Western Area Power Administration
ATTN: Annette Meredith, J6205
5555 East Crossroads Boulevard
P.O. Box 3700
Loveland, CO 80539-3003

Please do not fill in the date on Page 1 of Contract 2770. WAPA will review the documents upon receipt and, if satisfactory, date and execute the agreements and return one executed original to you.

If you have questions regarding the enclosed Contract 2770, please contact Annette Meredith either by telephone at (970) 461-7610 or by email at meredith@wapa.gov.

Sincerely,

A handwritten signature in cursive script that reads "Bradley S. Warren".

Bradley S. Warren
Senior Vice President
Rocky Mountain Regional Manager

Enclosure (2 copies)

METERS AND COMMUNICATIONS EQUIPMENT

1. This Exhibit A, made this ____ day of _____, 2016, to be effective under and as a part of Contract No. 16-RMR-2770, hereinafter called the Contract, shall become effective on the date first written above and shall remain in effect until superseded by another Exhibit A; Provided, That this Exhibit A or any superseding Exhibit A shall terminate upon expiration of the Contract.

2. Ownership, Operations, Maintenance, Replacement and Financial Responsibility of Installed Equipment: Pursuant to Sections 8, 9 and 10 of the Contract, the Ownership, Operations, Maintenance, Replacement and Financial Responsibilities are specified under the Contract shall be as follows:

2.1 Meters and Communications Equipment:

Metering Equipment

EQUIPMENT	LOCATION	OWNERSHIP	OPERATIONS	MAINTENANCE	REPLACEMENT	OM&R FINANCIAL RESPONSIBILITY
69 KV Aztec Revenue Meter (AZT69AWR)	COA	WAPA	WAPA	WAPA	WAPA	WAPA
69 KV Potential and Current Transformers	COA	FEUS	N/A	FEUS	FEUS	FEUS
12.5 KV Meter (AZT69WR)	COA	WAPA	WAPA	NONE	NONE	RUN TO FAILURE
12.5 KV Potential and Current Transformers	COA	COA	N/A	COA	COA	COA
480 V Aztec Solar Meter (AZTSOLARWR)	COA Solar	COA	WAPA	COA	COA	COA
480 V Potential and Current Transformers	COA Solar	COA	N/A	COA	COA	COA
69 KV Meter SEL-734 (AZT69WB) (To Be Removed)	FEUS Aztec Sub	WAPA	WAPA	WAPA	WAPA	WAPA

Communications Equipment*

EQUIPMENT	LOCATION	OWNERSHIP	OPERATIONS	MAINTENANCE	REPLACEMENT	OM&R FINANCIAL RESPONSIBILITY
RAD T1 MUX	COA	WAPA	WAPA	WAPA	WAPA	WAPA
RAD T1 MUX	FEUS Aztec Sub	WAPA	WAPA	WAPA	WAPA	WAPA
RFL IMUX	COA	WAPA	WAPA	WAPA	WAPA	WAPA
RTAC SEL-3505	COA	WAPA	WAPA	WAPA	WAPA	WAPA
Switch SEL-2725	COA	WAPA	WAPA	WAPA	WAPA	WAPA
Switch SEL-2725	COA Solar	WAPA	WAPA	WAPA	WAPA	WAPA
Fiber Optic Cables and Patch Panels	COA <-> COA Solar	COA	WAPA Using Two Pair	COA	COA	COA
Fiber Optic Cables and Patch Panels	COA <-> FEUS Aztec Sub.	FEUS	WAPA Using Two Pair	FEUS	FEUS	FEUS
Switch SEL-2725 (To Be Removed)	FEUS Aztec Sub	WAPA	WAPA	WAPA	WAPA	WAPA

COA = City of Aztec

FEUS = Farmington Electric Utility Service

WAPA = Western Area Power Administration

*The facilities owned by FEUS and the responsibilities of FEUS are included for informational purposes and are not subject to the provisions of this Contract.

3. Meter Testing and Maintenance of WAPA-owned Equipment:

3.1 WAPA will test and maintain metering equipment according to the provisions of the Western Area Power Administration Meter Policy, dated November 22, 2013, or subsequent revisions.

3.2 WAPA will configure and maintain communication equipment connected to network billing metering.

4. Meter Testing and Maintenance of Customer-owned Meters:

4.1 Meters will comply with the applicable provisions of the Western Area Power

Administration Meter Policy, dated: November 22, 2013, or subsequent revisions.

- 4.2 WAPA will witness testing of the Aztec Solar Meter during the periodic maintenance interval scheduled for the WAPA-owned Aztec Revenue Meter.
- 4.3 WAPA will maintain the initial Aztec Solar Meter configuration and any future configuration updates a SEL AcSELeator or other compatible file format.
- 4.4 WAPA will edit the meter configuration for Real Time and MV-90 data values required by WAPA's Operations and Settlements departments.
- 4.5 WAPA will test, commission, and validate Real Time and MV-90 data with WAPA's Operations and Settlements departments. WAPA will confirm with all connected customers and utilities they have accurate data values.
- 4.6 Prior to placing meter in-service, WAPA's Field Engineers and/or Technicians will upload a secure level 1 and 2 passwords, locking any access to the write functions of the meter. Level 1 access (read only) can be shared with utilities or customers.
- 4.7 Future configuration updates, upgrades, or changes to the meter or meter configuration must follow the steps in section 4.4 through 4.6 to protect

WAPA's Operations and Settlements data integrity.

5. Compensation:

5.1 WAPA estimates its annual maintenance costs for routine and non-routine maintenance defined in Section 5 and provided in Section 6 of the contract for the Aztec Solar Meter maintenance to be \$600.00, based on the three (3) year periodic testing cycle scheduled with the WAPA-owned Aztec Revenue Meter.

5.2 Upon execution of this Contract and Exhibit A, Aztec will advance WAPA \$600.00 that will be used for routine and non-routine expenses during the year.

5.3 If the account balance falls below \$200.00, or WAPA anticipates additional maintenance expenses during the year, WAPA will invoice Aztec to bring the account balance to \$600.00 or a larger balance, if unexpected maintenance or upgrades are required.

5.4 WAPA will invoice Aztec on October 1 of each year to bring the account balance to \$600.00. Funding remaining in the account each year will be carried over to the next year's maintenance expenses.

6. Exhibit Revisions: Exhibit A may be modified as provided in Section 14 of the Contract and shall be reviewed once every 5 years.

CONTRACT NO. 16-RMR-2770

BETWEEN

CITY OF AZTEC, NEW MEXICO

AND

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
ROCKY MOUNTAIN REGION
LOVELAND AREA PROJECTS

FOR

OWNERSHIP, OPERATION, MAINTENANCE, AND REPLACEMENT
OF FACILITIES

CONTRACT NO. 16-RMR-2770

BETWEEN

CITY OF AZTEC, NEW MEXICO

AND

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
ROCKY MOUNTAIN REGION

LOVELAND AREA PROJECTS

FOR

OWNERSHIP, OPERATION, MAINTENANCE, AND REPLACEMENT
OF FACILITIES

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CONTRACT NO. 16-RMR-2770

BETWEEN

CITY OF AZTEC, NEW MEXICO

AND

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
ROCKY MOUNTAIN REGION
LOVELAND AREA PROJECTS

FOR

OWNERSHIP, OPERATION, MAINTENANCE AND REPLACEMENT
OF FACILITIES

1. PREAMBLE: This Contract is made this ____ day of _____, 2016, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388); December 22, 1944 (58 Stat. 887); August 16, 1962 (76 Stat. 389); August 4, 1977 (91 Stat. 565); and acts amendatory or supplementary to the foregoing Acts, between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called WAPA, and the City Of Aztec, New Mexico a municipal corporation, duly organized and existing under and by virtue of the laws of the State of New Mexico, hereinafter called Aztec, its successors and assigns; each sometimes hereinafter individually called the Party and both sometimes hereinafter collectively called the Parties.

2. EXPLANATORY RECITALS:

2.1 WAPA previously entered into Network Integration Transmission Service Agreement (NITS) No. 16-RMR-2760 (Agreement 2760) with Aztec, whereby WAPA agreed to install a revenue meter at the City's Aztec Substation to measure power deliveries from WAPA's Point of Delivery at Shiprock Substation. The new Aztec Revenue Meter captures all of Aztec's existing loads and newly installed solar generation farm (Aztec Solar Facility), served by Farmington Electric Utility Service (FEUS) 69-KV Transmission Line from their Aztec substation.

2.2 This Agreement defines WAPA's equipment ownership, operation, maintenance, replacement and financial (OOMR&F) responsibilities for the new Aztec Revenue Meter and any associated communication equipment installed at Aztec's substation.

2.3 Aztec's power supplier and its contractor have installed a WAPA billing meter point at the new Aztec Solar Facility. OOMR&F of this new Aztec Solar Meter are detailed in Exhibit A.

2.4 The Parties now desire to arrange for WAPA to perform certain routine and non-routine maintenance activities on the newly installed Aztec Solar Meter.

3. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

4. TERM OF CONTRACT: This Contract shall become effective on the date first written above and shall remain in effect until the earlier of (a) midnight, Mountain Daylight Time, June 30, 2023, or (b) the termination of Agreement 2760.

5. DEFINITIONS: The following terms, when used in this Contract with initial capitalization, shall have the following meanings:

5.1 Routine Maintenance shall mean periodic meter testing in accordance with the Western Area Power Administration Meter Policy, dated November 22, 2013. Aztec and its energy supplier have elected to provide routine maintenance for the Aztec Solar Meter. WAPA will coordinate the testing of the Aztec Revenue Meter with the Aztec Solar Meter testing, by giving advance notice to Aztec of WAPA's testing schedule for the Shiprock area. WAPA will witness the meter testing performed on the Aztec Solar Meter.

5.2 Non-Routine Maintenance shall mean any repair or replacement of equipment that has failed or degraded enough in its performance to affect the meter data accuracy, storage, or remote communication access. This includes, but is not limited to, meter testing requested by Aztec or its energy suppliers, meter upgrades, or firmware revisions as determined necessary by WAPA and the meter manufacturer for continued reliability and performance, troubleshooting failing equipment, or investigating questionable meter data for billing accuracy.

5.3 Operation shall mean the Party responsible for control and operation of specific equipment regardless of equipment ownership.

5.4 Operation, Maintenance, and Replacement (OM&R) shall mean work and services associated with Operation, Maintenance, and Replacement of the equipment set forth in an exhibit attached to this Contract.

6. MATERIALS AND SERVICES TO BE PROVIDED:

6.1 WAPA, at Aztec's expense, shall:

6.1.1 Perform Non-Routine Maintenance on the Aztec Solar Meter and other associated equipment at the Aztec Solar Facility, as listed in the attached exhibit. Any Non-Routine Maintenance will be requested by Aztec prior to the work being started.

6.1.2 Prepare this Contract and any other required documents.

6.2 Aztec, at its own expense, shall:

6.2.1 Shall ensure its energy supplier or its contractor perform routine maintenance on the Aztec Solar Meter per the Western Area Power Administration Meter Policy, dated November 22, 2013, or subsequent revisions.

- 6.2.2 Provide WAPA's Outage Coordinator prior notification of any meter maintenance performed on the Aztec Solar Meter at least ten (10) business days in advance. Send request to: rmroutagenorth@wapa.gov.
- 6.2.3 Maintain copies of routine meter maintenance and provide electronic copies to WAPA upon request.
- 6.2.4 Provide WAPA with remote access to read the Aztec Revenue Meter and Aztec Solar Meter data via MV-90 using Aztec fiber optic system.
- 6.2.5 Provide WAPA's meter technicians with safe physical access to the meter equipment, including the demarche and disconnect of the current transformers (CTs) and potential transformers (PTs), secondaries, and station service power to each meter. Install AC isolation equipment and surge protection equipment as determined necessary by WAPA for the safe and reliable operation and maintenance of the meter equipment.
- 6.2.6 Notify WAPA of any changes, modifications, or additions to its electric service or fiber optic service. Also, notify WAPA of any other parties' changes, modifications or additions to the data gathering interfaces with its metering equipment.

6.2.7 Provide to WAPA schematics and wiring prints of the meter equipment showing equipment details.

6.2.8 Provide to WAPA nameplate data for the meter, CTs, PTs, modem, and for any other devices connected to the meter equipment which may be used by other parties to gather data.

6.2.9 Initiate any service or repair request on other equipment to other parties providing its electric service, including any service or repair on common or shared equipment which gathers meter data for its firm electric supplier.

7. LICENSE:

7.1 Aztec, under the terms and conditions specified herein, hereby grants to WAPA, its employees, agents, contractors, and subcontractors a license to enter Aztec's easements and rights-of-way to accomplish the work provided for in this Contract, providing advance arrangements are made with Aztec.

7.2 OM&R and removal of facilities and/or equipment by either Party under this license shall be coordinated with the other Party to eliminate or minimize interference with the operation and maintenance of the transmission system or facilities and/or equipment of the other Party.

8. OWNERSHIP: Ownership of the meters and associated equipment to be operated, maintained, and replaced pursuant to this Contract shall be vested in the Parties as listed in the attached Exhibit A. Unless otherwise stated in the exhibit, WAPA shall own the meters and associated communication equipment.

9. OPERATION: Inasmuch as the responsibilities for operation of the meters and/or associated equipment may change during the term of this Contract, Exhibit A will be revised to reflect such change. Unless otherwise stated in the exhibit, WAPA shall operate the meters and associated communication equipment.

10. MAINTENANCE AND REPLACEMENT OF FACILITIES: Inasmuch as the responsibilities for maintenance and replacement of the meters may change during the term of this Contract, Exhibit A will be revised to reflect such change.
 - 10.1 Routine/Non-Routine Maintenance: Aztec shall make an advance payment to WAPA upon execution of this Contract and receipt of an invoice from WAPA for the estimated Routine/Non-Routine Maintenance cost including Allocable Costs as determined by WAPA. Payments shall be as set forth in Exhibit A; Provided, That if the actual Routine/Non-Routine Maintenance cost is less than the amount advanced by Aztec, the remaining balance shall be applied to the Routine/Non-Routine Maintenance cost for the following billing period; Provided further, That should the Routine/Non-Routine Maintenance cost exceed the amount advanced, WAPA shall bill Aztec for those costs in advance and Aztec shall pay upon demand.

11. CONTROL AND POSSESSION OF SYSTEMS: Except as noted in Section 8, each Party shall remain in exclusive control and possession of its system, and this Contract shall not be construed to grant either Party rights of ownership, control, or possession of the other Party's system.

12. SPECIAL PROVISIONS: As part of the negotiations for the construction, operation, maintenance, and replacement of a new facility, the Parties may agree upon additional special provisions associated with such facility. Such special provisions may include future upgrades, enlargements, betterments, additional facility construction, exchange of equipment, use of rights-of-way or facilities and/or equipment of either Party, and other terms and conditions. The special provisions shall be included in the appropriate facility exhibit which details the responsibilities of the Parties for OM&R of the facilities and/or equipment associated with the special provisions.

13. AMENDMENTS AND MODIFICATIONS: This Contract may not be amended or modified by either Party except by subsequent mutual written Contract amendment or modification duly executed by the Parties hereto.

14. EXHIBITS: Inasmuch as certain provisions of this Contract may change during the term of this Contract, they will be set forth in exhibits as formulated and modified from time to time as agreed upon by the Parties. Each of the initial exhibit(s) is attached hereto, made a part hereof, and shall be in full force and effect in

accordance with its terms until superseded by a subsequent exhibit; Provided, That each exhibit will be reviewed periodically as specified in the exhibit.

15. GENERAL POWER CONTRACT PROVISIONS: The General Power Contract Provisions (GPCP) dated September 1, 2007, attached hereto, are hereby made a part of this Contract the same as if they had been expressly set forth herein; Provided, That Articles 2 through 5, 7 through 9, 11, 12, 15 through 22, 27, and 37.2 shall not be applicable hereunder, and Provided further, That the word Contractor in the GPCPs refers to Aztec.

16. AUTHORITY TO EXECUTE: Each individual signing this Contract certifies that the Party represented has duly authorized such individual to execute this Contract that binds and obligates the Party.

The Parties have executed this Contract No. 16-RMR-2770 as of the day and year set forth in Section 1 above.

WESTERN AREA POWER ADMINISTRATION

By: _____
Bradley S. Warren

Title: Senior Vice President
Rocky Mountain Regional Manager

Address: Western Area Power Administration
P.O. Box 3700
Loveland, CO 80539-3003

Date: _____

CITY OF AZTEC, NEW MEXICO

(Seal)

By: _____
Kenneth George

Attest:

Title: Electric Director

By: _____

Address: City of Aztec Electric Department
402 South Light Plant Road
Aztec, NM 87410

RESOLUTION

BE IT RESOLVED by the Commission of the City of Aztec, New Mexico, that _____ is hereby authorized to execute for and on behalf of the City of Aztec, New Mexico, the attached Contract No. 16-RMR-2770 with the Western Area Power Administration, which was duly presented to the Commission and which Contract is hereby approved.

(State of New Mexico)
(County of _____)

I, _____, the duly appointed and qualified _____ of the City Of Aztec, New Mexico, do hereby certify that the foregoing is a true, accurate, and complete copy of a resolution duly passed and adopted at a regular meeting of the _____ Council of the City of Aztec, New Mexico, held on _____, 2016.

Dated: _____

By: _____

Title: _____

(SEAL)

Staff Summary Report

MEETING DATE: August 23, 2016
AGENDA ITEM: XI. LIQUOR LICENSE HEARING (A)
AGENDA TITLE: Five Fifty Brewing-New Liquor License

ACTION REQUESTED BY: Paschall Enterprises, Inc.
ACTION REQUESTED: Approval of Five Fifty Brewing-New Liquor License
SUMMARY BY: Karla Sayler

PROJECT DESCRIPTION / FACTS

- The City Of Aztec received the attached certified letter from the Division of Alcohol & Gaming indicating their preliminary approval for a new restaurant liquor license for Five Fifty Brewing
- Five Fifty Brewing will be located at 119 East Chuska Street, Suite B, Aztec, NM and is within 300 feet of a Church (281 ft) or School (455 ft).
- The State requires a public hearing to be held within forty-five (45) days after the City receives notice from the Alcohol and Gaming Division (notice received July 18, 2016). The Public hearing notice was published in the Talon on July 29, 2016 and August 12, 2016)
- A Waiver was received by the Division of Alcohol & Gaming Division for the 30 day notice.

SUPPORT DOCUMENTS:

- 1) Letter from the State Office
- 2) State Liquor License Application
- 3) Map
- 4) Copy of State Statute 60-6B4
- 5) Email from State Granting Extension

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the New Liquor License for Five Fifty Brewing location will be at 119 East Chuska Street, Suite B, Aztec NM



New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION

P.O. Box 25101 ▪ Santa Fe, New Mexico 87504-5101
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/alcoholandgaming

July 14, 2016

Certified Mail No.: 9171 9690 0935 0079 1504 05

Susana Martinez
Governor

Robert "Mike" Unthank
Superintendent

David Jablonski
Deputy Superintendent

Diana A. Martwick
Chief General Counsel

Mary Kay Root
Director

City of Aztec
Attn: Karla Sayer, Clerk
201 West Chaco
Aztec, NM 87410

Re: Lic. No. /Appl. No.: Master License: 67047; Application No. 995056
Name of Applicant: Paschall Enterprises, Inc.
Doing Business As: Five Fifty Brewing
Proposed Location: 119 East Chuska Street, Suite B, Aztec, New Mexico 87410

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted a **Conditional Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken by the Alcohol & Gaming Division;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made of the hearing.**

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

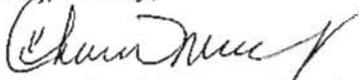
Administrative Services Division
(505) 476-4800

THE APPLICANT IS SEEKING A SMALL BREWER OFF-SITE LICENSE WITH ON PREMISE CONSUMPTION AND PATIO SERVICE. APPLICANT IS REQUESTING A WAIVER FROM THE CITY OF AZTEC AS THE PREMISE IS WITHIN 300 FEET FROM THE CHURCH.

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcohol and Gaming Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcohol and Gaming Division with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,



Charmaine Martinez, Hearing Officer
NM Regulation & Licensing Dept. | Alcohol & Gaming Division
Phone: (505) 476-4804 Fax: (505) 476-4595
Email: charmaine.martinez2@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of Zoning Statement

xc by email: Applicant



6/20/16
ENTERED
200
1847786

RECEIVED

MAR 14 2018

3/14/16
ENTERED
200
1810978

LIQUOR LICENSE APPLICATION

Application fee - \$200.00 Fees are non-refundable.

ALCOHOL & GAMING DIVISION

State Liquor License # _____ Record Owner of Existing License _____
Application Number 995056 Current D/B/A Name _____
Local option (AGD use) _____ Current Premises Address _____

Application is for: Change of Stock _____ Change of Officers/Directors _____ Transfer Ownership of Existing License _____ Transfer Ownership and Location _____ Transfer Location _____ Other
Issue New License _____ Type of License being applied for Small Brewer Off-Site Premises Application - Master #67047

Applicant is: Individual _____ Corporation Partnership (General or Limited) _____ Limited Liability Company _____

NAME OF APPLICANT (company or individual) ADDRESS (including city, state, zip) TELEPHONE NUMBER
Paschall Enterprises, Inc. 7 RD 2794, Aztec, NM 87410 505-402-9300

D/B/A name to be used: Five Fifty Brewing Phone number for licensed premises: 505-402-9300

Physical location where license is to be used: 119 East Chuska St., Suite B, Aztec, NM 87410
(Include street number / highway number / state road, city and county, state, and zip code)

Mailing address: 7 RD 2794, Aztec, NM 87410

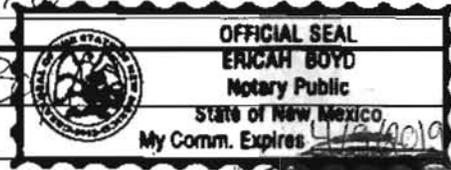
Are alcoholic beverages currently being dispensed at the proposed location? Yes _____ No If yes, give license number and type _____

I, (print name) Mike J. Paschall, as (title) Vice President being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form in the presence of a notary public.

Signature of Applicant [Signature] Date 3-7-16

SUBSCRIBED AND SWORN TO before me this 7th day of March, 2016 by Ericah Boyd
Notary Public Ericah Boyd My Commission Expires 4/9/2019



Local Governing Body of: City of Aztec (City or County). Hearing held on 6-14-16

Check one: Approved Disapproved _____ City/County Official Sally Pulido Mayor

For Alcohol and Gaming Division Use Only

Approved _____ Disapproved _____ Director Approval _____ Date _____



PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION
SS-60-6B-10

1. The land and building which is proposed to be the licensed premises is (check one):

Owned by Applicant _____ Leased by Applicant (attach copy of deed or lease) X Other (provide details) _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s) The City of Aztec, NM municipal corporation, dba THE HUB Incubator, 201 West Chaco Street, Aztec, NM 87410

B. Date and term of lease 5/1/16 One (1) Year with renewal option

3. Premises location is zoned (example C-1) O-1 Zoning Statement Attached.

If the premises is zoned, attach zoning statement from local government giving location address and type of zone, stating whether alcoholic beverages are allowed at proposed location. If there is no zoning, attach confirmation from local government indicating there is no zoning.

4. Distance from nearest church *(Property line of church to licensed premises—shortest distance).

Miles/feet 281 Ft. Name of church Aztec United Methodist Church Address/location of church 123 E. Chaco St., Aztec, NM 87410

5. Distance from nearest school *(Property line of school to licensed premises—shortest distance).

Miles/feet 455 Ft. Name of school Aztec High School Address/location of school 500 E. Chaco Street, Aztec, NM 87410

6. Distance from military installation *(Property line of military installation to licensed premises-shortest distance.)

Miles 195 Miles KAFB Name of Military Installation, circle one: Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces), Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis).

7. Attach, on a separate sheet, the detailed floor plan for each level (floor) where alcoholic beverages will be sold or consumed. Show exterior walls, doors, and interior walls. This will be the licensed premises. The floor plan should be no larger than 8 1/2 x 11 inches, and must include the total square footage of premises.

*If the distance is beyond 300 feet, but less than 400 feet, a registered engineer or licensed surveyor must complete a Survey Certificate showing the exact distance.

8. Type of Operation:

Lounge _____ Restaurant _____ Package Grocery _____ Racetrack _____ Hotel _____ Other (specify) Tap Room

Return this form to the Alcohol and Gaming Division, PO Box 25101, Santa Fe, New Mexico 87505-5101.

RECEIVED
MAR 14 2016
ALCOHOL & GAMING DIVISION

Mayor
Sally Burbridge

Mayor Pro-Tem
Sherri A. Sipe



Commissioners

Roberta Locke
Katee McClure
Sherri Rogers

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

March 3, 2016

Mike Pascal
7 RD 2794
Aztec, NM 87410

RE: Zoning Designation- Use Conformance
119 E. Chuska St., Aztec NM

Dear Mr. Pascal:

This letter serves to confirm the zoning of 119 E. Chuska Street is presently zoned O-1 Offices – Institutions. The zoning designation does not prohibit the sale or consumption of alcohol on the premises. Thus your proposal to open a new 'pub' is a permitted use at 119 E. Chuska Street. The site is situated near a school as well as a place of worship, thus will require a public hearing before our City Commission once your application is received from the State of New Mexico.

Your proposed use for the site is in conformance with the City of Aztec's recently adopted Metropolitan Redevelopment Area plan. Your new business will also support other downtown businesses. We look forward to working with you here in Aztec and wish your business success.

If you have any further questions, feel free to contact me at 505-334-7604.

Sincerely,

A handwritten signature in black ink, appearing to read "William M. Homka".

William M. Homka AICP, CFM
Director, Community Development

Ref.: Section 26-2-52 Uses Permitted

RECEIVED

MAR 14 2016

ALCOHOL & GAMING DIVISION

Karla Sayler

From: Root, MaryKay, RLD [MaryKay.Root@state.nm.us]
Sent: Wednesday, July 27, 2016 2:23 PM
To: Karla Sayler
Subject: RE: Five Fifty Brewing Liquor License

Good afternoon Ms. Sayler,

Your request for a waiver of the 30 day notice is granted. Please proceed to hold the hearing on August 23rd. Thank you for all you do for the state of New Mexico and your hard work and dedication as City Clerk!

Mary Kay

Mary Kay Root, Esq.
Director, Alcohol & Gaming Division
New Mexico Regulation & Licensing Department
Toney Anaya Building
2550 Cerrillos Road
Santa Fe, NM 87505
(505) 476-4550

From: Karla Sayler [<mailto:ksayler@aztecnm.gov>]
Sent: Wednesday, July 27, 2016 2:22 PM
To: Root, MaryKay, RLD
Subject: Five Fifty Brewing Liquor License

Good Afternoon,

We are requesting a waiver for the 30 day notice requirement for Liquor License Application #995056 Five Fifty Brewing.

The Liquor License Hearing will be on August 23, 2016.

Thank You,

Karla H. Sayler, CMC
City Clerk/Personnel Administrator
City of Aztec
(505)334-7603
(505)334-7609(fax)
ksayler@aztecnm.gov

Effective July 6, 2010, the City of Aztec will be open Monday - Thursday from 7:00 a.m. to 6:00 p.m. For a full listing of City Departments' schedules and hours of operation please visit the City website at www.aztecnm.gov.



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

2015 New Mexico Statutes

Chapter 60 - Business Licenses

Section 6B License Provisions

Section 60-6B-4 Issuance or transfer of license; approval of appropriate governing body.

Universal Citation: NM Stat § 60-6B-4 (2015)

60-6B-4. Issuance or transfer of license; approval of appropriate governing body.

A. Prior to the approval of the issuance of a new license, and prior to the approval of a transfer permitted by Section 60-6B-3 or 60-6B-12 NMSA 1978, the director shall notify the governing body of the director's preliminary approval of the issuance or transfer of the license. Notice to the governing body shall be by certified mail.

B. A governing body that has received a notice of preliminary approval of the issuance or transfer of a license from the department may approve or disapprove the issuance or transfer of the license in accordance with the provisions of this section.

C. Within forty-five days after receipt of a notice of preliminary approval from the department, the governing body shall hold a public hearing on the question of whether the department should approve the proposed issuance or transfer.

D. The governing body shall give notice of the public hearing, as required by Subsection C of this section, and the notice shall:

(1) be published at least twice, with the initial notice published at least thirty days before the hearing, in a newspaper of general circulation within the territorial limits of the governing body;

(2) in addition to required print publication, be published on a local option district's web site, if the district has a web site;

(3) set forth:

(a) the date, time and place of the hearing;

(b) the name and address of the licensee;

(c) the action proposed to be taken by the department;

(d) the location of the licensee's premises; and

(e) such other information as may be required by the department; and

(4) be sent by certified mail to the applicant.

E. The governing body may designate a hearing officer to conduct the hearing. A record shall be made of the hearing.

F. The governing body may disapprove the issuance or transfer of the license if:

(1) the proposed location is within an area where the sale of alcoholic beverages is prohibited by the laws of New Mexico;

(2) the issuance or transfer would be in violation of a zoning or other ordinance of the governing body; or

(3) the issuance or transfer would be detrimental to the public health, safety or morals of the residents of the local option district.

G. Within thirty days after the public hearing, the governing body shall notify the department as to whether the governing body has approved or disapproved the proposed issuance or transfer of the license. If the governing body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the public hearing, the director may give final approval to the issuance or transfer of the license.

H. If the governing body disapproves the issuance or transfer of the license, it shall notify the department within the time required by Subsection G of this section setting forth the reasons for the disapproval. A copy of the minutes of the public hearing shall be submitted to the department by the governing body with the notice of disapproval. If the governing body disapproves of the issuance or transfer of the license, the director shall disapprove the issuance or transfer of the license.

I. If the governing body approves the issuance or transfer of the license, it shall notify the department within the time required by Subsection G of this section of its approval. If the governing body approves of the issuance or transfer of the license, the director shall approve the issuance or transfer of the license.

Staff Summary Report

MEETING DATE:	August 26, 2016
AGENDA ITEM:	XII. BUSINESS ITEMS (A)
AGENDA TITLE:	Resolution 2016-1016 Sunday Sales of Alcoholic Beverages at Public Celebrations

ACTION REQUESTED BY:	City Staff
ACTION REQUESTED:	Approve Resolution 2016-1016
SUMMARY BY:	Delain George

PROJECT DESCRIPTION / FACTS

- On July 26, 2016, City Commission approved Resolution 2016-1012 which allows the sale of beer and wine on Sundays only at Public Celebrations.
- The resolution before you, 2016-1016, lists events recommended for approval to allow a **craft distiller** the ability to sale spirituous liquors on Sundays at public celebrations.
- Each year a resolution will be presented to Commission to approve events that will allow craft distillers, small brewers and winegrowers to be able to sale on Sundays at public celebrations only.
- If a public celebration, not listed in the resolution, wants to sell alcohol on Sundays, a resolution will need to be presented before commission allowing that specific event to sell on alcohol on Sunday. Should this event be a recurring event, the event would be added to the next annual resolution.
- Under Chapter 60, Articles 60-6A-22, NMSA, 1978 Definitions – defines “craft distiller” as a person licensed as a craft distiller who owns and operates a business for the manufacture of spirituous liquors, but who does not manufacture more than one hundred fifty thousand proof gallons per license year.
- “Spirituous Liquors” means distilled or rectified spirits, potable alcohol, powdered alcohol, frozen or freeze dried alcohol, brandy, whiskey, rum, gin, and aromatic bitters bearing the federal internal revenue strip stamps or any similar alcohol beverage, except fermented beverages such as wine, beer and ale, as defined under Chapter 60-3A-3, NMSA 1978.
- Several public celebrations are held in the City of Aztec each year. Many of these celebrations are held Friday through Sunday at our City Parks, City Streets and City Facilities.
- Several public celebrations serve alcohol at the event, excluding Sundays, after obtaining and approved Public Celebration Permit from New Mexico Alcohol and Gaming Division.
- Event sponsors have stated an interest to serve alcohol on Sundays.
- Under Chapter 60, Articles 6A-12 (B), NMSA 1978 defines “public celebration” as used in Chapter 60-6A-12 “public celebration” includes any state fair, county fair, community fiesta, cultural or artistic performance or professional athletic competition of a seasonal nature or activities held on an intermittent basis.
- Under Chapter 60, Articles 6A-12 (F), NMSA 1978 states: Any person holding a dispenser’s license in a local option district in which Sunday sales of alcoholic beverages are not otherwise permitted pursuant to the Liquor Control Act [60-3A-1 NMSA 1978]

may dispense beer and wine on Sunday at any public celebration for which it has received a concession from the governing body in charge of the public celebration, provided the governing body of that local option district has by resolution expressly permitted such beer and wine sales on Sunday at that public celebration in accordance with the provisions of this section.

- After discussion and review by Mr. Thrower, Josh Ray, City Manager and Delain George, Business License Officer, and receiving additional clarifications from Alcohol and Gaming Division Deputy Director, Debra Lopez the result was that : Upon completing a special resolution by the City Commission, and with approval by the State of New Mexico Alcohol and Gaming Division for the winegrower and brewer, Public Celebrations **can allow** Sunday alcohol sales by craft distillers and local winegrowers and brewers. The term local refers to all New Mexico Craft Distillers, Small Brewers and Winegrowers.

FISCAL INPUT / FINANCE DEPARTMENT
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\$25.00 for each public celebration permit. Possible of \$100 for the 4 current events listed.

SUPPORT DOCUMENTS: Resolution 2016-1016

DEPARTMENT'S RECOMMENDED MOTION: Approve Resolution 2016-1016 recognizing specific Public Celebrations to allow craft distillers, small brewers and wine growers the ability to sale on Sundays during the specific event.

City of Aztec
Resolution 2016-1016

A resolution identifying certain public celebrations events, allowing craft distillers the ability to sale on Sundays at the listed events to be held within the City Limits of Aztec.

WHEREAS, the City of Aztec recognizes the need for public celebrations to allow craft distillers the ability to sale on Sundays;

WHEREAS, Upon completing a special resolution by the City Commission, and with approval by the State of New Mexico Alcohol and Gaming Division for the winegrower and brewer, Public Celebrations **can allow** Sunday alcohol sales by craft distillers, local winegrowers and small brewers. The term local refers to all New Mexico Craft Distillers, Small Brewers and Winegrowers.

WHEREAS, Aztec Municipal Code Section 4-13-3 (8) provides for written permission to be obtained by the City Commission to sell alcohol at public celebrations;

WHEREAS, if a public celebration is not listed on this resolution and would like to have Sunday alcohol sales, the sponsor of the event must present to the City Commission for approval for Sunday alcohol sales at their event.

NOW THEREFORE BE IT RESOLVED that the governing body of the City of Aztec recognizes the following events as public celebrations allowing craft distillers to sale on Sunday at events held within the city limits of Aztec:

Aztec Highland Games and Celtic Music Festival
Animas River Blues and Brews Festival
Fiesta Days
Mac & Cheese Fest
Aztec Sparkles

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2016.

CITY OF AZTEC

Sally Burbridge, Mayor

ATTEST

Karla Sayler, City Clerk